

AGREEMENT ON COMPREHENSIVE ECONOMIC PARTNERSHIP
AMONG JAPAN AND MEMBER STATES OF THE ASSOCIATION
OF SOUTHEAST ASIAN NATIONS

日本と東南アジア諸国協会加盟国間の全面経済伙伴关系協議

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Preamble

The Governments of Japan, and Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, 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 (hereinafter referred to as "ASEAN");

Recalling the Joint Declaration signed in Phnom Penh, Cambodia on 5 November 2002 and the Framework for Comprehensive Economic Partnership between Japan and the Association of Southeast Asian Nations signed in Bali, Indonesia on 8 October 2003;

Desiring to deepen the relationship between Japan and ASEAN, which is built on mutual confidence and trust in wide-ranging fields covering not only political and economic areas, but also social and cultural areas;

Inspired by the continuous development of ASEAN through economic activities among Japan and ASEAN Member States, and the significant progress in the relationship between Japan and ASEAN which has spanned thirty years of economic ties that have been expanding over a wide range of areas;

Confident that a comprehensive economic partnership between Japan and ASEAN (hereinafter referred to as "AJCEP") will strengthen their economic ties, create a larger and more efficient market with greater opportunities and larger economies of scale, and enhance their attractiveness to capital and talent, for mutual benefit;

Recognising that multi-layered and multi-faceted bilateral and regional efforts towards strengthening economic relations among Japan and ASEAN Member States will facilitate the realisation of such comprehensive economic partnership;

Sharing the view that such comprehensive economic partnership should benefit from, and be complementary to, the economic integration and integrity of ASEAN;

Recognising further the various stages of economic development among the ASEAN Member States;

Confident that this Agreement, covering areas such as trade in goods and services, and investment, would serve as an important building block towards economic integration in East Asia;

序文

日本国、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、马来西亚国、缅甸联邦、菲律宾共和国、新加坡共和国、泰国和越南社会主义共和国，东南亚国家联盟（以下简称“东盟”）的加盟国；

回顾于柬埔寨金边签署的2002年11月5日联合声明以及于印度尼西亚巴厘岛签署的2003年10月8日日本与东南亚国家联盟全面经济伙伴关系框架；

渴望深化基于相互信任和广泛领域（不仅限于政治和经济领域，还包括社会和文化领域）的相互信赖，日本与东盟之间的关系；

受日本与东盟成员国之间经济活动推动的东盟持续发展以及日本与东盟之间三十年经济关系不断扩展且涵盖广泛领域的关系的显著进展所鼓舞；

相信日本与东盟（以下简称“AJCEP”）之间的全面经济伙伴关系将加强其经济关系，创造一个更大、更高效的市场，带来更多机会和更大的规模经济，并增强其对资本和人才的吸引力，实现互惠；

认识到，日本与东盟成员国之间加强经济关系的多层次、多方面的双边和区域努力将促进这种全面经济伙伴关系的实现；

认为，这种全面经济伙伴关系应受益于东盟的经济一体化和完整性，并与之互补；

进一步认识到东盟成员国之间经济发展的不同阶段；

相信本协议涵盖货物贸易和服务贸易、投资等领域，将成为东亚经济一体化的重要基石；

Recalling Article XXIV of the General Agreement on Tariffs and Trade 1994 and Article V of the General Agreement on Trade in Services in Annex 1A and Annex 1B, respectively, to the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, 15 April 1994 (hereinafter referred to as "WTO Agreement");

Recognising the role of regional trade agreements as a catalyst in accelerating regional and global liberalisation in the framework of the multilateral trading system;

Reaffirming the rights and obligations of each Party under the WTO Agreement and multilateral, regional and bilateral agreements and arrangements; and

Determined to establish a legal framework for such comprehensive economic partnership among the Parties,

HAVE AGREED as follows:

Chapter 1
General Provisions

Article 1
General Definitions

For the purposes of this Agreement, the term:

- (a) "ASEAN Member States" means Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand and the Socialist Republic of Viet Nam collectively;
- (b) "customs authority" means the competent authority that is responsible for the administration and enforcement of customs laws and regulations;
- (c) "days" means calendar days, including weekends and holidays;
- (d) "GATS" means the General Agreement on Trade in Services in Annex 1B to the WTO Agreement;
- (e) "GATT 1994" means the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement. For the purposes of this Agreement, references to articles in GATT 1994 include its Notes and Supplementary Provisions;

回顾1994年关税及贸易总协定第XXIV条及马拉喀什建立世界贸易组织协定附件1A和附件1B中的第V条服务贸易总协定，该协定于1994年4月15日在马拉喀什签署（以下简称“世界贸易组织协定”）；

认识到区域贸易协定在 multilateral 贸易体制框架下加速区域和全球自由化中的作用；

重申各缔约方根据世界贸易组织协定以及多边、区域和双边协定及安排所享有的权利和义务；并

决心在缔约方之间建立一项法律框架，以建立这样的全面经济伙伴关系，

达成协议如下：

第一章 一般规定

第四条 一般定义

根据本协议，术语：

(a) “东盟成员国”是指文莱达鲁萨兰国、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、菲律宾共和国、新加坡共和国、泰国和越南社会主义共和国的集体；(b) “海关当局”是指负责海关法律和法规的管理和执行的主管当局；(c) “天”是指日历日，包括周末和假日；(d) “服务贸易总协定”（GATS）是指世界贸易组织协定附件1B中的服务贸易总协定；(e) “1994年关税及贸易总协定”（GATT 1994）是指世界贸易组织协定附件1A中的1994年关税及贸易总协定。就本协议而言，对GATT 1994中条款的引用包括其注释和补充规定；

- (f) “Harmonized System” or “HS” means the Harmonized Commodity Description and Coding System set out in the Annex to the International Convention on the Harmonized Commodity Description and Coding System, and adopted and implemented by the Parties in their respective laws;
- (g) “newer ASEAN Member States” means the Kingdom of Cambodia, the Lao People’s Democratic Republic, the Union of Myanmar and the Socialist Republic of Viet Nam;
- (h) “Parties” means Japan and those ASEAN Member States for which this Agreement has entered into force collectively; and
- (i) “Party” means either of Japan or one (1) of ASEAN Member States for which this Agreement has entered into force.

Article 2 Principles

The Parties reaffirm the importance of realising the AJCEP through both this Agreement and other bilateral or regional agreements or arrangements, and are guided by the following principles:

- (a) the AJCEP shall involve Japan and all ASEAN Member States and includes a broad range of sectors focusing on liberalisation, facilitation and economic cooperation;
- (b) the integrity, solidarity and integration of ASEAN shall be maintained in the realisation of the AJCEP;
- (c) special and differential treatment is accorded to ASEAN Member States, especially the newer ASEAN Member States, in recognition of their different levels of economic development; additional flexibility is accorded to the newer ASEAN Member States;
- (d) recognition shall be given to the provisions of the ministerial declarations of the World Trade Organization on measures in favour of least-developed countries;
- (e) flexibility should also be given to address the sensitive sectors in Japan and each ASEAN Member State; and

(f) “协调制度”或“HS”是指根据协调商品描述和编码制度国际公约附件规定，并由缔约方在其各自法律中采纳和实施的协调商品描述和编码制度；(g) “新东盟成员国”是指柬埔寨王国、老挝人民民主共和国、缅甸联邦和越南社会主义共和国；(h) “缔约方”是指日本和本协议已生效的东盟成员国的集体；以及(i) “方”是指日本或本协议已生效的东盟成员国之一。第2条 原则

缔约方重申通过本协议及其他双边或区域协定或安排实现AJCEP的重要性，并受以下原则的指导：

(a) AJCEP 应包括日本和所有东盟成员国，涵盖广泛的领域，重点关注自由化、便利化和经济合作；(b) 在实现 AJCEP 的过程中应维护东盟的完整性、团结和一体化；(c) 对东盟成员国给予特殊和差别待遇，特别是新东盟成员国，承认其不同水平的经济发展；对新东盟成员国给予额外的灵活性；(d) 应承认世界贸易组织部长宣言中关于有利于最不发达国家的措施的条款；(e) 也应给予灵活性以解决日本和每个东盟成员国中的敏感部门；以及

- (f) technical assistance and capacity building are important elements of economic cooperation provided under this Agreement.

Article 3 Objectives

The objectives of this Agreement are to:

- (a) progressively liberalise and facilitate trade in goods and services among the Parties;
- (b) improve investment opportunities and ensure protection for investments and investment activities in the Parties; and
- (c) establish a framework for the enhancement of economic cooperation among the Parties with a view to supporting ASEAN economic integration, bridging the development gap among ASEAN Member States, and enhancing trade and investment among the Parties.

Article 4 Transparency

1. Each Party shall, in accordance with its laws and regulations, make publicly available its laws, regulations, administrative procedures and administrative rulings and judicial decisions of general application as well as international agreements to which the Party is a party, that pertain to or affect the implementation and operation of this Agreement.

2. Each Party shall make publicly available the names and addresses of the competent authorities responsible for laws, regulations, administrative procedures and administrative rulings, referred to in paragraph 1.

3. Each Party shall, upon the request by another Party, respond to specific questions from, and provide information to, the latter, in the English language, with respect to matters referred to in paragraph 1.

Article 5 Confidentiality

1. Nothing in this Agreement shall require a Party to provide confidential information, the disclosure of which would impede law enforcement of the Party, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of any particular enterprise, public or private.

- (f) 技术援助和能力建设是本协议提供的经济合作的重要组成部分。

第3条 目标

本协议的目标是：

(a) 逐步自由化和便利化缔约方之间的货物贸易和服务贸易；(b) 改善投资机会，并确保对缔约方的投资和投资活动的保护；以及(c) 建立一个框架，以加强缔约方之间的经济合作，支持东盟经济一体化，弥合东盟成员国之间的发展差距，并加强缔约方之间的贸易和投资。

第4条 透明度

1. 每一方应根据其法律和法规，公开其适用于或影响本协议实施和运作的法律、法规、行政程序、行政裁决和具有普遍适用性的司法判决，以及该方是缔约方的国际协议。

2. 每一方应公开第1段所述的法律、法规、行政程序和行政裁决的负责当局名称和地址。

3. 各方应根据其他方的请求，就第1段所述事项，以英语回应后者的具体问题，并提供相关信息。

Article 5 Confidentiality

1. 本协议中任何内容均不得要求一方提供机密信息，其披露将妨碍对该方的执法，或否则与公共利益相悖，或损害任何特定企业（国营或私营）的合法商业利益。

2. Nothing in this Agreement shall be construed to require a Party to provide information relating to the affairs and accounts of customers of financial institutions.
3. Each Party shall, in accordance with its laws and regulations, maintain the confidentiality of information provided as confidential by another Party pursuant to this Agreement.

Article 6 Taxation

1. Unless otherwise provided for in this Agreement, the provisions of this Agreement shall not apply to any taxation measures.
2. Nothing in this Agreement shall affect the rights and obligations of any Party under any tax convention. In the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of the inconsistency.
3. Articles 4 and 5 shall apply to taxation measures, to the extent that the provisions of this Agreement are applicable to such taxation measures.

Article 7 General Exceptions

For the purposes of Chapters 2 through 5, Article XX of GATT 1994 is incorporated into and forms part of this Agreement, *mutatis mutandis*.

Article 8 Security Exceptions

Nothing in this Agreement shall be construed:

- (a) to require any Party to furnish any information, the disclosure of which it considers contrary to its essential security interests; or
- (b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:
 - (i) relating to fissionable materials or the materials from which they are derived;

2. 本协议中任何内容均不得解释为要求一方提供与金融机构客户事务和账目相关的信息。

3. 每一方应根据其法律和法规，维持另一方根据本协议提供的保密信息。

第6条 税收

1. 除非本协议另有规定，本协议的条款不适用于任何税收措施。
2. 本协议中的任何内容均不影响任何一方在任何税收协定下的权利和义务。如果本协议与任何此类协定之间存在任何不一致，该协定应优先适用，直至不一致之处。
3. 第4条和第5条应适用于税收措施，在本协议的条款适用于此类税收措施的程度内。

第7条 一般例外

对于第2章至第5章的目的，1994年关税及贸易总协定的第XX条被纳入本协议并构成本协议的一部分，有所变通。

Article 8 Security Exceptions

本协议中的任何内容均不得解释为：

- (a)要求任何一方提供任何信息，其披露被认为与其基本安全利益相悖；或 (b) 阻止任何一方采取其认为为保护其基本安全利益所必需的行动：(i) 与裂变材料或其衍生物有关；

- (ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;
 - (iii) taken so as to protect critical public infrastructure, including communications, power and water infrastructures, from deliberate attempts intended to disable or degrade such infrastructure;
 - (iv) taken in time of domestic emergency, or war or other emergency in international relations; or
- (c) to prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

Article 9
Non-governmental Bodies

In fulfilling its obligations and commitments under this Agreement, each Party shall endeavour to ensure their observance by non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities within the Party.

Article 10
Relation to Other Agreements

1. Each Party reaffirms its rights and obligations vis-à-vis another Party under the WTO Agreement and/or other agreements to which these Parties are parties.
2. Nothing in this Agreement shall be construed to derogate from any obligation of a Party vis-à-vis another Party under agreements to which these Parties are parties, if such an obligation entitles the latter Party to treatment more favourable than that accorded by this Agreement.
3. In the event of any inconsistency between this Agreement and the WTO Agreement, the WTO Agreement shall prevail to the extent of the inconsistency.

- (ii) 与武器交易、弹药有关以及战争工具，以及为军事设施直接或间接供应而进行的其他货物和材料的交易；

(iii) 采取保护关键公共基础设施的措施，包括通讯、电力和水利基础设施，以防止故意试图使其瘫痪或降级的行动； (iv) 在国内紧急状态、战争或其他国际关系中的紧急状态下采取行动；或 (c) 防止任何一方采取任何行动，

根据联合国宪章履行其维护国际和平与安全的义务。

第9条
非政府机构

在履行本协议项下的义务和承诺时，每一方应努力确保非政府机构在中央、区域或地方政府或机构授予其权力的范围内行使权力时遵守相关规定。

Article 10 与其他协议的关系

1. 每一方重申其根据世界贸易组织协定和/或本协议各缔约方为缔约方的其他协议，对他方享有的权利和承担的义务。
2. 本协议任何规定均不得解释为免除一方根据本协议各缔约方为缔约方的其他协议对他方承担的义务，如果该义务使后者一方有权获得比本协议规定的更优惠的待遇。
3. 如本协议与世界贸易组织协定之间存在任何不一致，则世界贸易组织协定应优先适用不一致的部分。

4. In the event of any inconsistency between this Agreement and any agreement other than the WTO Agreement to which more than one (1) Party are parties, these Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution, taking into consideration general principles of international law.

5. A Party which is not a party to the WTO Agreement shall abide by the provisions of the said Agreement in accordance with its accession commitments to the World Trade Organization.

Article 11 Joint Committee

1. A Joint Committee shall be established under this Agreement.

2. The functions of the Joint Committee shall be to:

- (a) review the implementation and operation of this Agreement;
- (b) submit a report to the Parties on the implementation and operation of this Agreement;
- (c) consider and recommend to the Parties any amendments to this Agreement;
- (d) supervise and coordinate the work of all Sub-Committees established under this Agreement;
- (e) adopt:
 - (i) the Implementing Regulations referred to in Rule 11 of Annex 4; and
 - (ii) any necessary decisions; and
- (f) carry out other functions as may be agreed by the Parties.

3. The Joint Committee:

- (a) shall be composed of representatives of Japan and ASEAN Member States; and
- (b) may establish Sub-Committees and delegate its responsibilities thereto.

4. The Joint Committee shall meet at such venues and times as may be agreed by the Parties.

4. 如本协议与任何非世界贸易组织协定且由超过一方（1）缔约方参与的其他协议之间存在任何不一致，则这些缔约方应立即相互磋商，以期找到一个双方均可接受的解决方案，并考虑国际法一般原则。

5. 未加入世界贸易组织协定的方应当根据其加入世界贸易组织的承诺，遵守该协定的规定。

第11条 联合委员会

1. 应根据本协定设立联合委员会。

2. 联合委员会的职能应当是：

- (a) 审查本协定的实施和运作；
- (b) 向缔约方提交关于本协定实施和运作的报告；
- (c) 审议并向缔约方提出对本协定的任何修正案建议；
- (d) 监督和协调根据本协定设立的各分委员会的工作；
- (e) 通过：
 - (i) 附件4第11条规则中提到的实施规则；以及
 - (ii) 任何必要的决定；以及
- (f) 执行缔约方可能同意的其他职能。

3. 联合委员会：

- (a) 应由日本和东盟成员国的代表组成；以及
- (b) 可以设立分委员会并将职责委托给其。

4. 联合委员会应根据缔约方协议的地点和时间举行会议。

Article 12
Communications

Each Party shall designate a contact point to facilitate communications among the Parties on, except as otherwise provided for in Article 61, any matter relating to this Agreement. All official communications in this regard shall be done in the English language.

Chapter 2
Trade in Goods

Article 13
Definitions

For the purposes of this Chapter, the term:

- (a) “customs duties” means any customs or import duty and a charge of any kind imposed in connection with the importation of a good, but does not include any:
 - (i) charge equivalent to an internal tax imposed consistently with the provisions of paragraph 2 of Article III of GATT 1994, in respect of the like domestic goods or in respect of goods from which the imported goods have been manufactured or produced in whole or in part;
 - (ii) anti-dumping or countervailing duty applied consistently with the provisions of Article VI of GATT 1994, the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994, and the Agreement on Subsidies and Countervailing Measures in Annex 1A to the WTO Agreement; or
 - (iii) fee or any charge commensurate with the cost of services rendered;
- (b) “customs laws” means such laws and regulations administered and enforced by the customs authority of each Party concerning the importation, exportation, and transit of goods, as they relate to customs duties, charges, and other taxes, or to prohibitions, restrictions, and other similar controls with respect to the movement of controlled items across the boundary of the customs territory of each Party;

第12条 通信

每一方应指定一个联系点，以促进各方就本协议的任何事项进行通讯，但第61条另有规定的除外。所有与此相关的正式通讯应以英语进行。

第2章 商品贸易
第 13 条 定义

就本章而言，术语：

- (a) “关税”是指任何关税或进口税
以及在货物进口时征收的任何种类的费用，但不包括任何：

(i) 与1994年关税及贸易总协定第III条第2段的规定一致地征收的、相当于内部税的费用，针对同类国内货物或针对进口货物已从中制造或生产的货物；(ii) 与1994年关税及贸易总协定第VI条、1994年关税及贸易总协定第VI条实施协定以及世界贸易组织协定附件1A中的补贴与反补贴措施协定规定一致地适用的反倾销或反补贴税；或(iii) 与提供的服务成本相当的费用或任何费用；

- (b) “海关法规”是指各方的海关当局管理和执行的相关法律和法规，涉及货物的进口、出口和过境，与关税、费用和其他税收相关，或与受控物品在各方海关领土边界上的移动相关的禁止、限制和其他类似控制；

- (c) "customs value of goods" means the value of goods for the purposes of levying ad valorem customs duties on imported goods;
- (d) "domestic industry" means the producers as a whole of the like or directly competitive goods operating in a Party, or those whose collective output of the like or directly competitive goods constitutes a major proportion of the total domestic production of those goods;
- (e) "originating goods" means goods that qualify as originating in accordance with the provisions of Chapter 3;
- (f) "serious injury" means a significant overall impairment in the position of a domestic industry; and
- (g) "threat of serious injury" means serious injury that, on the basis of facts and not merely on allegation, conjecture or remote possibility, is clearly imminent.

Article 14
Classification of Goods

The classification of goods in trade between the Parties shall be in conformity with the Harmonized System.

Article 15
National Treatment on Internal Taxation and Regulation

Each Party shall accord national treatment to the goods of the other Parties in accordance with Article III of GATT 1994, which to this end is incorporated into and forms part of this Agreement, *mutatis mutandis*.

Article 16
Elimination or Reduction of Customs Duties

- 1. Except as otherwise provided for in this Agreement, each Party shall, in accordance with its Schedule in Annex 1, eliminate or reduce its customs duties on originating goods of the other Parties. Such elimination or reduction shall be applied to originating goods of all the other Parties on a non-discriminatory basis.
- 2. The Parties shall endeavour to take further steps towards liberalisation of trade in goods through unilateral, bilateral or regional efforts consistent with GATT 1994.

(c) “关税价值货物”是指货物的价值为对进口货物征收从价关税之目的；(d)“国内产业”是指在一个方经营同类或直接竞争商品的生产者整体，或其同类或直接竞争商品的总产量构成该类商品国内总产量主要部分的生产者；(e)“原产地货物”是指根据第三章的规定符合原产地资格的货物；(f)“严重损害”是指国内产业地位遭受的重大整体损害；以及(g)“严重损害威胁”是指基于事实而非仅仅是指控、推测或遥远可能性，明显迫在眉睫的严重损害。

第14条 货物分类

缔约方之间贸易的货物分类应与协调制度一致。

国民待遇 第15条 关税和法规
内部Ta

每一方应根据1994年关税及贸易总协定第III条给予其他方的货物国民待遇，为此，该协定已纳入本协议并构成本协议的一部分，有所变通。

消除或 第16条 关税
减少

- 1. 除本协议另有规定外，每一方应根据其附件1中的计划，消除或减少其对其他缔约方的原产地货物的关税。此类消除或减少应在不歧视的基础上适用于所有其他缔约方的原产地货物。
- 2. 各方应通过单边、双边或区域努力，在符合1994年关税及贸易总协定（GATT 1994）的规定下，进一步推动货物贸易自由化。

3. The Parties reaffirm that, as is provided for in Article 7, nothing in this Chapter shall be construed to prevent a Party which is a party to the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal or other relevant international agreements from adopting or enforcing any measure in relation to hazardous wastes or hazardous substances based on its laws and regulations, in accordance with such international agreements.

Article 17
Customs Valuation

For the purposes of determining the customs value of goods traded between the Parties, the provisions of Part I of the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement (hereinafter referred to as "the Agreement on Customs Valuation") shall apply, *mutatis mutandis*.

Note: In the case of the Kingdom of Cambodia, the Agreement on Customs Valuation, as implemented in accordance with the provisions of the Protocol on the Accession of the Kingdom of Cambodia to the World Trade Organization, shall apply, *mutatis mutandis*.

Article 18
Non-tariff Measures

1. Each Party shall not institute or maintain any non-tariff measures including quantitative restrictions on the importation of any good of the other Parties or on the exportation or sale for export of any good destined for another Party, except the same measures as those permitted under the WTO Agreement.

2. Each Party shall ensure transparency of its non-tariff measures permitted under paragraph 1, including quantitative restrictions. Each Party which is a member of the World Trade Organization shall ensure full compliance with the obligations under the WTO Agreement with a view to minimising possible distortions to trade to the maximum extent possible.

Article 19
Modification of Concessions

1. The Parties shall not nullify or impair any of the concessions under this Agreement, except in cases provided for in this Agreement.

3. 各方重申，根据第7条的规定，本章中的任何内容均不得解释为阻止成为《关于控制危险废物越境转移及其处置的巴塞尔公约》或其他相关国际协议缔约方的任何一方，根据其法律和法规，并依照相关国际协议的规定，制定或执行有关危险废物或危险物质的任何措施。

第17条 海关估价

为确定缔约方之间贸易货物的关税价值，应适用关税及贸易总协定1994年第七条执行协定附件1A至WTO协定（以下简称“海关估价协定”）第一部分的规定，但需作相应调整。

注意：对于柬埔寨王国，应适用根据《关于柬埔寨加入世界贸易组织的议定书》规定实施的海关估价协定，但需作相应调整。

第18条 非关税措施

1. 每一方不得实施或维持任何非关税措施，包括对其他缔约方任何货物的进口数量限制，或对供另一缔约方使用的任何货物的出口或出口销售，除非是WTO协定允许的措施。

2. 每一方应确保其根据第1段允许的非关税措施（包括数量限制）的透明性。世界贸易组织的缔约方应确保充分遵守WTO协定的义务，以最大程度地减少可能对贸易造成的扭曲。

第19条 让步的修改

1. 缔约方不得撤销或损害本协议项下的任何让步，除非本协议另有规定。

2. Any Party may negotiate with any interested Party to modify or withdraw its concession made under this Agreement. In such negotiations, which may include compensatory adjustment with respect to other goods, the Parties concerned shall maintain a general level of reciprocal and mutually advantageous concessions not less favourable to trade than that provided for in this Agreement prior to such negotiations. In reflecting the results of such negotiations to this Agreement, Article 77 shall apply.

Article 20 Safeguard Measures

1. A Party which is a member of the World Trade Organization may apply a safeguard measure to an originating good of the other Parties in accordance with Article XIX of GATT 1994 and the Agreement on Safeguards in Annex 1A to the WTO Agreement (hereinafter referred to as "the Agreement on Safeguards"), or Article 5 of the Agreement on Agriculture in Annex 1A to the WTO Agreement (hereinafter referred to as "Agreement on Agriculture"). Any action taken pursuant to Article XIX of GATT 1994 and the Agreement on Safeguards, or Article 5 of the Agreement on Agriculture shall not be subject to Chapter 9 of this Agreement.

2. Each Party shall be free to apply a safeguard measure provided for under this Article (hereinafter referred to as "an AJCEP safeguard measure"), to the minimum extent necessary to prevent or remedy the serious injury to a domestic industry of that Party and to facilitate adjustment, if as an effect of the obligations incurred by that Party under this Agreement, including tariff concessions, or if as a result of unforeseen developments and of the effects of the obligations incurred by that Party under this Agreement, an originating good of the other Parties is being imported in such increased quantities, in absolute terms or relative to domestic production, and under such conditions as to cause or threaten to cause serious injury to the domestic industry of the importing Party that produces like or directly competitive goods in the importing Party.

2. 任何一方可与任何相关方协商修改或撤回其在本协议项下作出的让步。在此类谈判中，可能包括与其他货物的补偿性调整，有关方应维持不低于本协议谈判前所提供的互惠和互利的让步的一般水平，以有利于贸易。在将此类谈判的结果反映到本协议中时，第77条应适用。

第20条 保障措施

1. 任何世界贸易组织成员方可以根据1994年关税及贸易总协定第十九条和世界贸易组织协定附件1A中的保障措施协定（以下简称“保障措施协定”），或世界贸易组织协定附件1A中的农业协定第五条（以下简称“农业协定”），对其他缔约方的原产地货物采取保护措施。根据1994年关税及贸易总协定第十九条和保障措施协定，或农业协定采取的任何行动，均不适用本协定第九章。

2. 每一方可以自由地适用本条款规定的保护措施（以下简称“一项AJCEP保护措施”），以最低程度防止或纠正该方国内产业的严重损害，并促进调整，如果由于该方根据本协议承担的义务，包括关税让步，或由于不可预见的发展以及该方根据本协议承担的义务所产生的效果，导致其他方的原产地货物以绝对数量或相对于国内生产量的增加数量，并在此类条件下进口，从而对该进口方生产的同类或直接竞争商品的生产国内产业造成或威胁造成严重损害。

3. An AJCEP safeguard measure shall not be applied against an originating good of a Party which is an ASEAN Member State, as long as its share of imports of the good concerned in the importing Party does not exceed three (3) per cent of the total imports from the other Parties, provided that those Parties with less than three (3) per cent import share collectively account for not more than nine (9) per cent of total imports of the good concerned from the other Parties.

4. A Party shall not apply an AJCEP safeguard measure to an originating good imported up to the limit of quota quantities granted under tariff rate quotas applied in accordance with its Schedule in Annex 1.

5. A Party applying an AJCEP safeguard measure may:

- (a) suspend the further reduction of any customs duty on the originating good of the other Parties provided for under this Chapter; or
- (b) increase the customs duty on the originating good of the other Parties to a level not to exceed the lesser of:
 - (i) the applied most-favoured-nation rate (hereinafter referred to as "applied MFN rate") on the good in effect on the day when the AJCEP safeguard measure is applied; and
 - (ii) the applied MFN rate on the good in effect on the day immediately preceding the date of entry into force of this Agreement pursuant to paragraph 1 of Article 79.

6. (a) A Party may apply an AJCEP safeguard measure only after an investigation has been carried out by the competent authorities of that Party in accordance with the same procedures as those provided for in Article 3 and paragraph 2 of Article 4 of the Agreement on Safeguards.

- (b) The investigation referred to in subparagraph (a) shall be completed within one (1) year following its date of initiation.

7. The following conditions and limitations shall apply with regard to an AJCEP safeguard measure:

- (a) A Party shall immediately give a written notice to the other Parties upon:

3. 只要一方是东盟成员国，其进口的该货物在进口方的份额不超过总进口量的百分之三（3%），则不得对该方的原产地货物适用AJCEP保护措施，前提是那些进口份额不足百分之三（3%）的方合计不超过该货物从其他方进口总量的百分之九（9%）。

4. 任何一方不得对根据其附件1中适用的关税配额所授予的配额数量限额进口的原产地货物实施AJCEP保护措施。

5. 采用AJCEP保护措施的一方可以:

- (a) 暂停对任何关税的进一步减少
在其他缔约方的原产地货物上
根据本章规定提供的; 或
- (b) 提高原产地货物的关税
其他缔约方的一个水平, 不超过
以下两者中较低者:
 - (i) 适用最惠国税率
(以下简称“适用最惠国税率”)在AJCEP保护措施适用之日生效的货物上
的税率; 和
AJCEP保护措施被适用时
 - (ii) 对在生效日前一天生效的货物适用最惠国税率
生效的日期上
根据本协议第79条第1段
转到第79条第1段。

6. (a) 一方只能在对AJCEP保护措施进行调查后
适用AJCEP保护措施
该方主管当局在
与第3条和第2段中规定的相同程序一致的情况下
第4条保障措施协定中
的条款中。

- (b) 第(a)分项款中提到的调查
应自之日起一年内完成
其启动日期。

7. 有关AJCEP保护措施，应适用下列条件和限制:

- (a) 一方应立即向其他缔约方发出书面通知，在以下情况下:

- (i) initiating an investigation referred to in subparagraph 6(a) relating to serious injury, or threat of serious injury, and the reasons for it;
 - (ii) making a finding of serious injury or threat of serious injury caused by increased imports; and
 - (iii) taking a decision to apply or extend an AJCEP safeguard measure.
- (b) The Party giving the written notice referred to in subparagraph (a) shall provide the other Parties with all pertinent information, which shall include:
 - (i) in the written notice referred to in subparagraph (a)(i), the reason for the initiation of the investigation, a precise description of an originating good subject to the investigation and its heading or subheading of the Harmonized System, on which the Schedules in Annex 1 are based, the period subject to the investigation and the date of initiation of the investigation; and
 - (ii) in the written notice referred to in subparagraphs (a)(ii) and (iii), the evidence of serious injury or threat of serious injury caused by the increased imports of the originating good, a precise description of the originating good subject to the proposed safeguard measure and its heading or subheading of the Harmonized System, on which the Schedules in Annex 1 are based, a precise description of the AJCEP safeguard measure, the proposed date of its introduction and its expected duration.
- (c) A Party proposing to apply or extend an AJCEP safeguard measure shall provide adequate opportunity for prior consultations with those Parties which would be affected by the AJCEP safeguard measure with a view to reviewing the information arising from the investigation referred to in subparagraph (a), exchanging views on the AJCEP safeguard measure and reaching an agreement on compensation set out in paragraph 8.

(i) 启动第6(a)分项款所述的关于严重损害或严重损害威胁的调查，并说明理由；(ii) 做出因进口增加造成严重损害或严重损害威胁的认定；以及 (iii) 作出决定，采取或延长AJCEP保护措施。

(b) 在第(a)段中提到的发出书面通知的方应当向其他方提供所有相关信息，这些信息应包括：

(i) 在第(a)(i)段中提到的书面通知中，调查启动的原因、受调查的原产地货物的准确描述及其协调制度下的标题或子标题，附件1中的清单基于该标题或子标题，调查期和调查启动日期；以及

(ii) 在第(a)(ii)段和第(iii)段中提到的书面通知中，由原产地货物进口增加造成的严重损害或严重损害威胁的证据、受拟议保护措施影响的原产地货物的准确描述及其协调制度下的标题或子标题，附件1中的清单基于该标题或子标题、AJCEP保护措施的准确描述、其拟议实施日期及其预期期限。

(c) 一方提出适用或延长AJCEP保护措施时，应就AJCEP保护措施可能影响的那些方进行事先磋商，以审查第(a)项分项款所述调查产生的信息，就AJCEP保护措施交换意见，并就第8段规定的补偿达成协议。

- (d) No AJCEP safeguard measure shall be maintained except to the extent and for such time as may be necessary to prevent or remedy serious injury and to facilitate adjustment, provided that such time shall not exceed a period of three (3) years. An AJCEP safeguard measure may be extended, provided that the conditions set out in this Article are met. The total duration of the AJCEP safeguard measure, including any extensions thereof, shall not exceed four (4) years. In order to facilitate adjustment in a situation where the expected duration of an AJCEP safeguard measure is over one (1) year, the Party maintaining the AJCEP safeguard measure shall progressively liberalise the AJCEP safeguard measure at regular intervals during the period of application.
- (e) No AJCEP safeguard measure shall be applied again to the import of a particular originating good which has been subject to such an AJCEP safeguard measure, for a period of time equal to the duration of the previous safeguard measure or one (1) year, whichever is longer.
- (f) Upon the termination of an AJCEP safeguard measure on a good, the rate of the customs duty for that good shall be the rate that, in accordance with the Schedule of the Party applying the AJCEP safeguard measure set out in Annex 1, would have been in effect had the AJCEP safeguard measure not been applied.
8. (a) A Party proposing to apply or extend an AJCEP safeguard measure shall provide to the other Parties mutually agreed adequate means of trade compensation in the form of substantially equivalent level of concessions or other obligations to that existing under this Agreement between the Party applying the AJCEP safeguard measure and the exporting Parties which would be affected by such a measure.
- (b) In seeking compensation provided for in subparagraph (a), the Parties shall hold consultations in the Joint Committee. Any proceedings arising from such consultations shall be completed within thirty (30) days from the date on which the AJCEP safeguard measure was applied.

(d) 除非必要以防止或补救严重损害并促进调整，否则不得维持任何AJCEP保护措施，但该期限不得超过三年。AJCEP保护措施可以延长，前提是该协议规定的条件得到满足。AJCEP保护措施的总期限，包括任何延长，不得超过四年。为了在预期期限超过一年的情况下促进调整，维持AJCEP保护措施的一方应在适用期间定期逐步自由化该AJCEP保护措施。

(e) 不得再次对已受AJCEP保护措施影响的特定原产地货物适用AJCEP保护措施，期限等于先前保护措施的持续时间或一年，以较长者为准。

(f) 当对某项货物适用的AJCEP保护措施终止时，该货物的关税税率应应根据附件1中适用AJCEP保护措施的方的附件所规定，在未适用AJCEP保护措施的情况下本应生效的税率。

8. (a) 提出适用或延长AJCEP保护措施的方应向其他方提供相互商定的贸易补偿手段，形式为实质上相当于本协议下适用AJCEP保护措施的方与受该措施影响的出口方之间现有的让步或其他义务的同等水平。

(b) 在寻求第(a)段规定的补偿时，缔约方应在联合委员会中进行磋商。由此产生的任何程序应在AJCEP保护措施被应用之日起三十（30）天内完成。

- (c) If no agreement on the compensation is reached within the time frame specified in subparagraph (b), the Parties other than the one applying the AJCEP safeguard measure shall be free to suspend concessions of customs duties under this Agreement, which is substantially equivalent to the AJCEP safeguard measure, on originating goods of the Party applying the AJCEP safeguard measure. The Parties may suspend the concessions only for the minimum period necessary to achieve the substantially equivalent effects and only while the AJCEP safeguard measure is maintained. The right of suspension provided for in this subparagraph shall not be exercised for the first two (2) years that an AJCEP safeguard measure is in effect, provided that the AJCEP safeguard measure has been applied as a result of an absolute increase in imports and that such an AJCEP safeguard measure conforms to the provisions of this Article.
9. (a) A Party applying a safeguard measure in connection with an importation of an originating good of another Party in accordance with Article XIX of GATT 1994 and the Agreement on Safeguards, or Article 5 of the Agreement on Agriculture, shall not apply the AJCEP safeguard measure to that importation.
- (b) The period of application of the AJCEP safeguard measure referred to in subparagraph 7(d) shall not be interrupted by the Party's non-application of the AJCEP safeguard measure in accordance with subparagraph (a).
10. (a) Within ten (10) years after the entry into force of this Agreement pursuant to paragraph 1 of Article 79, the Parties shall review this Article with a view to determining whether there is a need to maintain the AJCEP safeguard mechanism.
- (b) If the Parties do not agree to remove the AJCEP safeguard mechanism during the review pursuant to subparagraph (a), the Parties shall thereafter conduct reviews to determine the necessity of the AJCEP safeguard mechanism, in conjunction with the general review pursuant to Article 75.

(c) 如果在(b)段规定的期限内未就补偿达成协议，则除应用AJCEP保护措施的一方外，其他缔约方可以暂停根据本协议对应用AJCEP保护措施的一方原产地货物征收的与AJCEP保护措施基本相当的关税让步。缔约方只能暂停对实现基本相当效果所必需的最短期限内的让步，并且仅在AJCEP保护措施持续有效期间暂停。本分项款规定的暂停权在AJCEP保护措施生效的前两年内不得行使，前提是该AJCEP保护措施是由于进口绝对增加而应用的，并且该AJCEP保护措施符合本条款的规定。

9. (a) 一方根据1994年关税及贸易总协定第十九条和保障措施协定，或农业协定第五条，对另一方的原产地货物进口采取保护措施时，不得对该进口适用AJCEP保护措施。

(b) 第7(d)项所指的AJCEP保护措施的适用期限，不得因该方未根据第(a)项规定适用AJCEP保护措施而中断。

10. (a) 在本协议根据第79条第1段生效之日起十年内，各方可审议本条款，以确定是否有必要维持AJCEP保护机制。

(b) 如果缔约方未就根据第(a)段的规定在审查期间取消AJCEP保护机制达成一致，缔约方此后应当进行审查，以确定AJCEP保护机制的必要性，并与根据第75条规定的全面审查相结合。

11. (a) In critical circumstances, where delay would cause damage which it would be difficult to repair, a Party may apply a provisional AJCEP safeguard measure, which shall take the form of the measure set out in subparagraph 5(a) or 5(b), pursuant to a preliminary determination that there is clear evidence that increased imports of an originating good have caused or are threatening to cause serious injury to a domestic industry.
- (b) A Party shall give a written notice to the other Parties prior to applying a provisional AJCEP safeguard measure. Consultations by the Parties in the Joint Committee on the application of the provisional AJCEP safeguard measure shall be initiated immediately after the provisional AJCEP safeguard measure is applied.
- (c) The duration of a provisional AJCEP safeguard measure shall not exceed two hundred (200) days. During that period, the pertinent requirements of paragraph 6 shall be met. The duration of the provisional AJCEP safeguard measure shall be counted as a part of the period referred to in subparagraph 7(d).
- (d) Paragraph 3 and subparagraph 7(f) shall apply, *mutatis mutandis*, to the provisional AJCEP safeguard measure.
- (e) The customs duty imposed as a result of the provisional AJCEP safeguard measure shall be refunded if the subsequent investigation referred to in subparagraph 6(a) does not determine that increased imports of the originating good have caused or threatened to cause serious injury to a domestic industry.
12. All official communications and documentations exchanged among the Parties relating to an AJCEP safeguard measure shall be in writing and shall be in the English language.

11. (a) 在紧急情况下，如果延迟会造成难以弥补的损害，一方可以采取临时AJCEP保护措施，该措施的形式应为第5(a)段或第5(b)段中规定的那种措施，依据初步认定存在明确证据表明原产地货物的进口增加已造成或威胁造成对国内产业的严重损害。

(b) 一方应在实施临时AJCEP保护措施之前向其他方发出书面通知。联合委员会中关于临时AJCEP保护措施应用的磋商应在临时AJCEP保护措施实施后立即启动。

(c) 临时AJCEP保护措施的期限不得超过二百（200）天。在该期间，第6段的相关要求应得到满足。临时AJCEP保护措施的期限应计入第7（d）分项款所指的期间的一部分。

(d) 第3段和第7（f）分项款应作相应调整，适用于临时AJCEP保护措施。（e）因临时AJCEP保护措施而征收的

关税，如果第6（a）分项款中提到的后续调查未认定原产地货物的进口增加已对国内产业造成或构成严重损害，则应予以退还。

12. 所有缔约方之间就AJCEP保护措施交换的官方通讯和文件都应采用书面形式，并使用英语语言。

Article 21
Measures to Safeguard the Balance of Payments

Nothing in this Chapter shall be construed to prevent a Party from taking any measure for balance-of-payments purposes. A Party taking such measure shall do so in accordance with the conditions established under Article XII of GATT 1994 and the Understanding on the Balance-of-Payments Provisions of the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement.

Article 22
Customs Procedures

1. Each Party shall endeavour to apply its customs procedures in a predictable, consistent and transparent manner.

2. Recognising the importance of improving transparency in the area of customs procedures, each Party, subject to its laws and regulations, and available resources, shall endeavour to provide information relating to specific matters raised by interested persons of the Parties pertaining to its customs laws. Each Party shall endeavour to supply not only such information but also other pertinent information which it considers the interested persons should be made aware of.

3. For prompt customs clearance of goods traded among the Parties, each Party, recognising the significant role of customs authorities and the importance of customs procedures in promoting trade facilitation, shall endeavour to:

- (a) simplify its customs procedures; and
- (b) harmonise its customs procedures, to the extent possible, with relevant international standards and recommended practices such as those made under the auspices of the Customs Co-operation Council.

Chapter 3
Rules of Origin

Article 23
Definitions

For the purposes of this Chapter, the term:

- (a) “exporter” means a natural or juridical person located in an exporting Party who exports a good from the exporting Party;

第21条 维护国际收支平衡的措施

本章中的任何内容均不得解释为阻止任何一方为平衡国际收支目的而采取任何措施。采取此类措施的一方应根据1994年关税及贸易总协定第十二条规定的条件和附件1A至世界贸易组织协定的关税及贸易总协定1994年平衡国际收支条款谅解来采取该措施。

第22条 海关程序

1. 每一方应努力以可预测、一致和透明的方式适用其海关程序。

2. 认识到在海关程序领域提高透明度的重要性，每一方应根据其法律和法规以及可用资源，努力向有关各方感兴趣的当事人提供与其海关法规相关的具体事项的信息。每一方应努力不仅提供此类信息，还提供其认为有关各方应知晓的其他相关信息。

3. 为促进缔约方之间货物的快速清关，每一方认识到海关当局在促进贸易便利化中的重要作用以及海关程序的重要性，应努力：

- (a) 简化其海关程序；和
- (b) 协调其海关程序，在可能的情况下与相关国际标准
和推荐做法，例如海关合作理事会
主持下制定的那些
做法。

第三章 原产地规
则 第23条 定义

在本章节中，术语：

- (a) “出口商”是指位于出口方并从出口方出口货物的自然人或法人；

- (b) “factory ships of the Party” or “vessels of the Party” respectively means factory ships or vessels:
- (i) which are registered in the Party;
 - (ii) which sail under the flag of the Party;
 - (iii) which are owned to an extent of at least fifty (50) per cent by nationals of one or more of the Parties, or by a juridical person with its head office in a Party, of which the representatives, chairman of the board of directors, and the majority of the members of such board are nationals of one or more of the Parties, and of which at least fifty (50) per cent of the equity interest is owned by nationals or juridical persons of one or more of the Parties; and
 - (iv) of which at least seventy-five (75) per cent of the total of the master, officers and crew are nationals of one or more of the Parties;
- (c) “generally accepted accounting principles” means the recognised consensus or substantial authoritative support in a Party, with respect to the recording of revenues, expenses, costs, assets and liabilities; the disclosure of information; and the preparation of financial statements. These standards may encompass broad guidelines of general application as well as detailed standards, practices and procedures;
- (d) “good” means any merchandise, product, article or material;
- (e) “identical and interchangeable materials” means materials being of the same kind and commercial quality, possessing the same technical and physical characteristics, and which once they are incorporated into the good cannot be distinguished from one another for origin purposes by virtue of any markings;
- (f) “importer” means a natural or juridical person who imports a good into the importing Party;

(b) “该方工厂船”或“该方船只”
方”分别指工厂船或船只:

(i) 在方注册的; (ii) 悬挂方旗帜航行的; (iii) 至少百分之五十 (50%) 由一个或多个方的国民, 或由其总部设在一个方的法人拥有, 该法人的代表、董事会主席以及该董事会多数成员为一个或多个方的国民, 并且其至少百分之五十 (50%) 的股权由一个或多个方的国民或法人拥有; 以及 (iv) 其船长、官员和船员至少百分之七十 (75%) 为一个或多个方的国民; (c) “公认会计原则”指在方就收入、费用、成本、资产和负债的记录、信息披露以及财务报表的编制所达成的公认共识或重大权威支持; 这些标准可能包括具有普遍适用性的广泛指南以及详细的标准、实践和程序;

在方就收入、费用、成本、资产和负债的记录、信息披露以及财务报表的编制所达成的公认共识或重大权威支持; 这些标准可能包括具有普遍适用性的广泛指南以及详细的标准、实践和程序;

(d) “货物”指任何商品、产品、物品或材料; (e) “相同和可互换材料”指

材料为相同种类和商业质量, 具有相同的技术和物理特性, 并且一旦它们被纳入货物中, 由于任何标记, 对于来源目的无法相互区分;

(f) “进口商”指自然人或法人
谁将货物进口到进口方;

- (g) “materials” means any matter or substance used or consumed in the production of a good, physically incorporated into a good, or used in the production of another good;
- (h) “originating good” or “originating material” means a good or material that qualifies as originating in accordance with the provisions of this Chapter;
- (i) “packing materials and containers for transportation and shipment” means the goods used to protect a good during its transportation and shipment, different from those containers or materials used for its retail sale;
- (j) “preferential tariff treatment” means the rate of customs duties applicable to an originating good of the exporting Party in accordance with paragraph 1 of Article 16; and
- (k) “production” means methods of obtaining a good including growing, mining, harvesting, raising, breeding, extracting, gathering, collecting, capturing, fishing, trapping, hunting, manufacturing, processing or assembling.

Article 24
Originating Goods

For the purposes of this Agreement, a good shall qualify as an originating good of a Party if it:

- (a) is wholly obtained or produced entirely in the Party as provided for in Article 25;
- (b) satisfies the requirements of Article 26 when using non-originating materials; or
- (c) is produced entirely in the Party exclusively from originating materials of one or more of the Parties,

and meets all other applicable requirements of this Chapter.

Article 25
Goods Wholly Obtained or Produced

For the purposes of paragraph (a) of Article 24, the following shall be considered as wholly obtained or produced entirely in a Party:

(g) “材料”是指在生产货物过程中使用或消耗的任何物质或物质，物理地结合到货物中，或用于生产另一种货物；(h) “原产地货物”或“原产地材料”是指根据本章规定符合原产地资格的货物或材料；(i) “运输和装运包装材料和容器”是指用于在运输和装运过程中保护货物的货物，不同于用于其零售销售的容器或材料；(j) “优惠关税待遇”是指根据第16条第1段适用于出口方原产地货物的关税税率；以及(k) “生产”是指获得货物的方法，包括种植、采矿、收获、饲养、繁殖、提取、采集、收集、捕获、捕鱼、捕捉、狩猎、制造、加工或组装。第24条

原产地货物

根据本协议，若货物符合以下条件之一，则应视为某缔约方的原产地货物：

(a) 完全获得或生产于该缔约方，并符合第25条的规定；(b) 在使用非原产地材料时，满足第26条的要求；或(c) 完全由一个或多个缔约方的原产地材料生产而成，

并且符合本章规定的所有其他适用要求。

第25条 完全获得或生产的货物

根据第24条第（a）款的目的，以下应被视为完全由一方获得或完全在一方境内生产的：

- (a) plant and plant products grown and harvested, picked or gathered in the Party;

Note: For the purposes of this paragraph, the term "plant" refers to all plant life, including fruit, flowers, vegetables, trees, seaweed, fungi and live plants.

- (b) live animals born and raised in the Party;

Note: For the purposes of paragraphs (b) and (c), the term "animals" covers all animal life, including mammals, birds, fish, crustaceans, molluscs, reptiles, bacteria and viruses.

- (c) goods obtained from live animals in the Party;

- (d) goods obtained from hunting, trapping, fishing, gathering or capturing conducted in the Party;

- (e) minerals and other naturally occurring substances, not included in paragraphs (a) through (d), extracted or taken from soil, waters, seabed or beneath the seabed of the Party;

- (f) goods taken from the waters, seabed or beneath the seabed outside the territorial waters of the Party, provided that the Party has the rights to exploit such waters, seabed and beneath the seabed in accordance with its laws and regulations and international law;

Note: Nothing in this Agreement shall affect the rights and obligations of the Parties under international law, including those under the United Nations Convention on the Law of the Sea.

- (g) goods of sea-fishing and other marine products taken by vessels of the Party from outside the territorial sea of any Party;

- (h) goods processed and/or made on board factory ships of the Party exclusively from products referred to in paragraph (g);

- (i) articles collected in the Party which can no longer perform their original purpose or be restored or repaired, and are fit only for disposal, for the recovery of parts or raw materials, or for recycling purposes;

- (a) 种植和收获的植物和植物产品, 在方采集或收集的;

Note: For the purposes of this paragraph, the term "plant" refers to all plant life, including fruit, flowers, vegetables, trees, seaweed, fungi and live plants.

- (b) 本方境内出生和饲养的活动物; 注: 根据第 (b) 段和第 (22) 段海关程序的规定,

(c), 术语“动物”涵盖所有动物生命, 包括哺乳动物、鸟类、鱼类、甲壳类动物、软体动物、爬行动物、细菌和病毒。

(c) 该方活动物获得的货物; (d) 该方进行的狩猎、捕捉、捕鱼、采集或捕获获得的货物; (e) 未包含在第 (a) 至 (d) 段中的矿物和其他自然物质, 从该方的土壤、水域、海底或海底之下提取或获取的; (f) 从该方领海外的水域、海底或海底之下获取的货物, 前提是该方根据其法律和法规以及国际法享有开发这些水域、海底和海底之下的权利; 注意: 本协议中的任何内容均不影响缔约方根据国际法享有的权利和义务, 包括根据《联合国海洋法公约》享有的权利和义务。

海洋法。(g) 由该方船舶从任何一方领海以外捕捞的海鱼和其他海产品; (h) 在该方工厂船上加工和/或制造的货物, 这些货物完全由第(g)款所述的产品制成; (i) 该方收集的无法再执行其原始功能或无法修复的物品, 仅适用于处置、回收零件或原材料, 或用于再循环目的;

- (j) scrap and waste derived from manufacturing or processing operations, including mining, agriculture, construction, refining, incineration and sewage treatment operations, or from consumption, in the Party, and fit only for disposal or for the recovery of raw materials; and
- (k) goods obtained or produced in the Party exclusively from goods referred to in paragraphs (a) through (j).

Article 26
Goods Not Wholly Obtained or Produced

1. For the purposes of paragraph (b) of Article 24, a good shall qualify as an originating good of a Party if:

- (a) the good has a regional value content (hereinafter referred to as "RVC"), calculated using the formula set out in Article 27, of not less than forty (40) per cent, and the final process of production has been performed in the Party; or
- (b) all non-originating materials used in the production of the good have undergone in the Party a change in tariff classification (hereinafter referred to as "CTC") at the 4-digit level (i.e. a change in tariff heading) of Harmonized System.

Note: For the purposes of this subparagraph, "Harmonized System" is that on which the product specific rules set out in Annex 2 are based.

Each Party shall permit the exporter of the good to decide whether to use subparagraph (a) or (b) when determining whether the good qualifies as an originating good of the Party.

2. Notwithstanding paragraph 1, a good subject to product specific rules shall qualify as an originating good if it satisfies the applicable product specific rules set out in Annex 2. Where a product specific rule provides a choice of rules from a RVC-based rule of origin, a CTC-based rule of origin, a specific manufacturing or processing operation, or a combination of any of these, each Party shall permit the exporter of the good to decide which rule to use in determining whether the good qualifies as an originating good of the Party.

- (j) 制造产生的废料和废物，
加工操作，包括采矿、农业、建筑、精炼、焚烧和污水处理操作，或
来自该方（Party）的消费，并且仅适用于处置或原材料回收；以及

- (k) 在该方（Party）中完全由第（a）至第（j）段所述货物获得的或生产的货物。第26条

未完全获得或生产的货物

1. 为了第24条第（b）款的目的，如果货物符合该方（Party）的原产地货物（originating good）标准，则应视为该方（Party）的原产地货物：

（a）该货物具有区域价值含量（regional value content）（以下简称“RVC”），该区域价值含量使用第27条中规定的公式计算，且不低于百分之四十（40），并且最终生产过程已在该方（Party）进行；或（b）用于生产该货物的所有非原产地材料（non-originating materials）在该方（Party）中已发生协调制度（Harmonized System）四位级（即关税税目）的关税分类变更（tariff classification change）（以下简称“CTC”）。注意：就本分项款而言，

“协调制度”是附件2中规定的产品特定规则所依据的体系。

各方应允许货物出口商在确定该货物是否属于该方的原产地货物时，自行选择使用第(a)段或第(b)段。

2. 不论第1段如何规定，适用附件2中规定的产品特定规则的产品，若满足该产品特定规则，则应视为原产地货物。若产品特定规则提供基于RVC的原产地规则、基于CTC的原产地规则、特定制造或加工操作或这些中的任意组合的选择，每一方应允许该货物的出口商在确定该货物是否满足该方原产地货物要求时，选择使用哪项规则。

3. For the purposes of subparagraph 1(a) and the relevant product specific rules set out in Annex 2 which specify a certain RVC, it is required that the RVC of a good, calculated using the formula set out in Article 27, is not less than the percentage specified by the rule for the good.

4. For the purposes of subparagraph 1(b) and the relevant product specific rules set out in Annex 2, the rules requiring that the materials used have undergone CTC, or a specific manufacturing or processing operation, shall apply only to non-originating materials.

5. For the purposes of this Chapter, Annex 3 shall apply.

Article 27
Calculation of Regional Value Content

1. For the purposes of calculating the RVC of a good, the following formula shall be used:

$$\text{RVC} = \frac{\text{FOB} - \text{VNM}}{\text{FOB}} \times 100 \%$$

2. For the purposes of this Article:

- (a) “FOB” is, except as provided for in paragraph 3, the free-on-board value of a good, inclusive of the cost of transport from the producer to the port or site of final shipment abroad;
- (b) “RVC” is the RVC of a good, expressed as a percentage; and
- (c) “VNM” is the value of non-originating materials used in the production of a good.

3. FOB referred to in subparagraph 2(a) shall be the value:

- (a) adjusted to the first ascertainable price paid for a good from the buyer to the producer of the good, if there is free-on-board value of the good, but it is unknown and cannot be ascertained; or
- (b) determined in accordance with Articles 1 through 8 of the Agreement on Customs Valuation, if there is no free-on-board value of a good.

3. 为了第1(a)项分款项和附件2中规定某一特定RVC的相关产品特定规则的目的，要求货物的RVC，使用第27条中规定的公式计算，不得低于该规则为该货物规定的百分比。

4. 对于子条款1(b)以及附件2中规定的相关产品特定规则的目的，要求所使用的材料必须经过CTC或特定制造或加工操作的规则，仅适用于非原产地材料。

5. 对于本章的目的，附件3应适用。

Article 27
Calculation of Regional Value Content

1. 为了计算货物的RVC，应使用以下公式：

$$\text{RVC} = \frac{\text{FOB} - \text{VNM}}{\text{FOB}} \times 100 \%$$

2. 为了本条款的目的：

(a) “FOB”是指除第3段规定外，货物的离岸价，包括从生产者到国外最终装运港口或地点的运输成本；(b) “RVC”是货物的RVC，以百分比表示；以及(c) “VNM”是用于货物生产的非原产地材料的价值。

3. 子条款2(a)中提到的FOB应为以下价值：

(a) 调整为从买方到货物生产者的货物离岸价，如果货物有离岸价，但该离岸价未知且无法确定；或 (b) 根据《海关估价协定》第1条至第8条确定，如果货物没有离岸价。

4. For the purposes of paragraph 1, the value of non-originating materials used in the production of a good in a Party:

- (a) shall be determined in accordance with the Agreement on Customs Valuation and shall include freight, insurance, and where appropriate, packing and all other costs incurred in transporting the material to the importation port in the Party where the producer of the good is located; or
- (b) if such value is unknown and cannot be ascertained, shall be the first ascertainable price paid for the material in the Party, but may exclude all the costs incurred in the Party in transporting the material from the warehouse of the supplier of the material to the place where the producer is located such as freight, insurance and packing as well as any other known and ascertainable cost incurred in the Party.

5. For the purposes of paragraph 1, the VNM of a good shall not include the value of non-originating materials used in the production of originating materials of the Party which are used in the production of the good.

6. For the purposes of subparagraph 3(b) or 4(a), in applying the Agreement on Customs Valuation to determine the value of a good or non-originating material, the Agreement on Customs Valuation shall apply, *mutatis mutandis*, to domestic transactions or to the cases where there is no domestic transaction of the good or non-originating material.

Article 28 *De Minimis*

1. A good that does not satisfy the requirements of subparagraph 1(b) of Article 26 or an applicable CTC-based rule of origin set out in Annex 2 shall be considered as an originating good of a Party if:

- (a) in the case of a good classified under Chapters 16, 19, 20, 22, 23, 28 through 49, and 64 through 97 of the Harmonized System, the total value of non-originating materials used in the production of the good that have not undergone the required CTC does not exceed ten (10) per cent of the FOB;

4. 根据第1段的规定，用于一方生产货物的非原产地材料的价值：

(a) 应根据海关估价协定确定，并应包括运费、保险费，以及在适当情况下，包装费以及将材料运至生产货物所在方的进口港口所发生的所有其他费用；
或

(b) 如果该价值未知且无法确定，应为该材料在该方支付的第一笔可确定的价格，但可以排除在该方从材料供应商的仓库到生产者所在地运输材料所发生的所有费用，例如运费、保险费和包装费，以及在该方发生的任何其他已知且可确定费用。

5. 根据第1段的规定，货物的完税价格不应包括用于生产该方原产地材料的非原产地材料的价值，这些原产地材料用于生产该货物。

6. 根据第3(b)项或第4(a)项的规定，在将海关估价协定应用于确定货物或非原产地材料的价值时，海关估价协定应适用于国内交易或在该货物或非原产地材料没有国内交易的情况，作相应调整。

第28条 最小值

1. 不符合第26条第1(b)款要求或附件2中规定的适用基于CTC的原产地规则的货物，如果属于一方原产地货物，则应被视为一方的原产地货物：

(a) 对于根据协调制度第16、19、20、22、23、28至49和64至97章分类的货物，用于生产该货物且未经过必要CTC的非原产地材料的价值总额不超过离岸价的百分之十（10%）；

- (b) in the case of a particular good classified under Chapters 18 and 21 of the Harmonized System, the total value of non-originating materials used in the production of the good that have not undergone the required CTC does not exceed ten (10) per cent or seven (7) per cent of the FOB, as specified in Annex 2; or
- (c) in the case of a good classified under Chapters 50 through 63 of the Harmonized System, the weight of all non-originating materials used in the production of the good that have not undergone the required CTC does not exceed ten (10) per cent of the total weight of the good,

provided that it meets all other applicable criteria set out in this Chapter for qualifying as an originating good.

Note: For the purposes of this paragraph, subparagraph 2(a) of Article 27 shall apply.

2. The value of non-originating materials referred to in paragraph 1 shall, however, be included in the value of non-originating materials for any applicable RVC-based rule of origin for the good.

Article 29 Accumulation

Originating materials of a Party used in the production of a good in another Party shall be considered as originating materials of that Party where the working or processing of the good has taken place.

Article 30 Non-qualifying Operations

A good shall not be considered to satisfy the requirements of CTC or specific manufacturing or processing operation merely by reason of:

- (a) operations to ensure the preservation of products in good condition during transport and storage (such as drying, freezing, keeping in brine) and other similar operations;
- (b) changes of packaging and breaking up and assembly of packages;
- (c) disassembly;
- (d) placing in bottles, cases, boxes and other simple packaging operations;

- (b) 对于根据特定分类的货物，协调制度第18章和第21章，未经过要求CTC的原产地货物生产中所使用的非原产地材料的总价值不超过百分之十（10%）或百分之七（7%）的离岸价，如附件2所述；或

- (c) 在属于协调制度第50章至第63章分类的原产地货物的情况下协调制度第50章至第63章，未经过要求CTC的原产地货物生产中所使用的所有非原产地材料的重量不超过原产地货物的总重量的百分之十（10）%，

但前提是它符合本章规定的所有其他适用标准，以符合原产地货物的资格。

注意：根据本段的用途，第27条第2(a)款应适用。

2. 第1段所述的非原产地材料的价值，但是，应包括在任何适用于该货物的基于RVC的原产地规则的非原产地材料的价值中。

第29条 累积

一方原产地材料用于另一方商品生产的，在商品加工或处理发生地的一方应被视为该一方的原产地材料。

第30条 非资格操作

商品不应仅因以下原因被视为满足CTC或特定制造或加工操作的要求：

(a) 确保产品在运输和储存期间保持良好状态的作业（如干燥、冷冻、盐腌）和其他类似作业；(b) 包装变更和包装拆分和组装；(c) 拆卸；(d) 装入瓶、箱、盒和其他简单包装操作；

- (e) collection of parts and components classified as a good pursuant to Rule 2(a) of the General Rules for the Interpretation of the Harmonized System;
- (f) mere making-up of sets of articles; or
- (g) any combination of operations referred to in subparagraphs (a) through (f).

Article 31 Direct Consignment

1. Preferential tariff treatment shall be accorded to an originating good satisfying the requirements of this Chapter and which is consigned directly from the exporting Party to the importing Party.
2. The following shall be considered as consigned directly from the exporting Party to the importing Party:
 - (a) a good transported directly from the exporting Party to the importing Party; or
 - (b) a good transported through one or more Parties, other than the exporting Party and the importing Party, or through a non-Party, provided that the good does not undergo operations other than transit or temporary storage in warehouses, unloading, reloading, and any other operation to preserve it in good condition.

Article 32 Packing Materials and Containers

1. Packing materials and containers for transportation and shipment of a good shall not be taken into account in determining the origin of any good.
2. Packing materials and containers in which a good is packaged for retail sale, when classified together with the good, shall not be taken into account in determining whether all of the non-originating materials used in the production of the good have met the applicable CTC-based rule of origin for the good.
3. If a good is subject to a RVC-based rule of origin, the value of the packing materials and containers in which the good is packaged for retail sale shall be taken into account as originating or non-originating materials, as the case may be, in calculating the RVC of the good.

(e) 根据协调制度解释总规则第2(a)条将零件和组件归类为货物的操作; (f) 纯粹组装成套物品; 或 (g) 任何涉及子项款(a)至(f)中所述操作的组合。

第31条 直接寄售

1. 满足本章要求的原产地货物, 若直接从出口方寄售至进口方, 应给予优惠关税待遇。
2. 下列情况应视为直接从出口方寄售至进口方:
 - d 直接从出口方寄售至进口方:

(a) 从出口方直接运输至进口方的货物; 或 (b) 通过一个或多个除出口方和进口方以外的方, 或通过非方运输的货物, 前提是该货物未发生除过境或仓库临时存储、卸货、装货以及任何其他保持货物完好状态的操作。

第32条 包装材料和容器

1. 运输和装运货物的包装材料和容器不应在确定任何货物的原产地时予以考虑。
2. 货物零售包装的包装材料和容器, 当与货物一并分类时, 不应在确定货物生产中使用的非原产地材料是否已满足该货物的适用基于CTC的原产地规则时予以考虑。
3. 如果货物适用基于RVC的原产地规则, 则在计算货物的RVC时, 应将用于零售销售的货物的包装材料和容器的价值视为原产地材料或非原产地材料, 视情况而定。

Article 33
Accessories, Spare Parts, Tools and
Instructional or Other Information Materials

1. If a good is subject to the requirements of CTC or specific manufacturing or processing operation, the origin of accessories, spare parts, tools and instructional or other information materials presented with the good shall not be taken into account in determining whether the good qualifies as an originating good, provided that:

- (a) the accessories, spare parts, tools and instructional or other information materials are not invoiced separately from the good; and
- (b) the quantities and value of the accessories, spare parts, tools and instructional or other information materials are customary for the good.

2. If a good is subject to a RVC-based rule of origin, the value of the accessories, spare parts, tools and instructional or other information materials shall be taken into account as the value of the originating or non-originating materials, as the case may be, in calculating the RVC of the originating goods.

Article 34
Indirect Materials

1. Indirect materials shall be treated as originating materials regardless of where they are produced.

2. For the purposes of this Article, the term “indirect materials” means goods used in the production, testing, or inspection of a good but not physically incorporated into the good, or goods used in the maintenance of buildings or the operation of equipment associated with the production of a good, including:

- (a) fuel and energy;
- (b) tools, dies and moulds;
- (c) spare parts and materials used in the maintenance of equipment and buildings;
- (d) lubricants, greases, compounding materials and other materials used in production or used to operate equipment and buildings;
- (e) gloves, glasses, footwear, clothing, safety equipment and supplies;

第33条 附件、备件、工具和说明或其他信息材料

1. 如果货物适用CTC要求或特定制造或加工操作，在确定该货物是否合格为原产地货物时，不应考虑随货物一同提交的附件、备件、工具和说明或其他信息材料的原产地，但前提是：

(a) 附件、备件、工具和说明或其他信息材料未单独开票；以及 (b) 附件、备件、工具和说明或其他信息材料的数量和价值是该货物的常规价值。

2. 如果货物适用基于RVC的原产地规则，附件、备件、工具和说明或其他信息材料的价值应作为原产地或非原产地材料的价值，视情况而定，在计算原产地货物的RVC时予以考虑。

第34条 间接材料

1. 间接材料应视为原产地材料，无论其生产地点如何。

2. 就本条而言，“间接材料”一词是指用于货物的生产、测试或检验但未物理地融入货物的货物，或用于维护与货物生产相关的建筑物或设备的货物，包括：

(a) 燃料和能源； (b) 工具、模具和模具； (c) 备件和用于维护设备和建筑物的材料； (d) 润滑剂、润滑脂、复合材料和其他用于生产或操作设备和建筑物的材料； (e) 手套、眼镜、鞋、服装、安全设备和供应品；

- (f) equipment, devices and supplies used for testing or inspecting the good;
- (g) catalysts and solvents; and
- (h) any other goods that are not incorporated into the good but whose use in the production of the good can reasonably be demonstrated to be a part of that production.

Article 35
Identical and Interchangeable Materials

The determination of whether identical and interchangeable materials are originating materials shall be made by the use of generally accepted accounting principles of stock control applicable, or those of inventory management practised, in the exporting Party.

Article 36
Operational Certification Procedures

The operational certification procedures, as set out in Annex 4, shall apply with respect to procedures regarding certificate of origin and related matters.

Article 37
Sub-Committee on Rules of Origin

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Rules of Origin (hereinafter referred to in this Article as "the Sub-Committee") shall be established pursuant to Article 11.
2. The functions of the Sub-Committee shall be to:
 - (a) review and make appropriate recommendations, as needed, to the Joint Committee on:
 - (i) the implementation and operation of this Chapter;
 - (ii) any amendments to Annexes 2 and 3, and Attachment to Annex 4, proposed by any Party; and
 - (iii) the Implementing Regulations referred to in Rule 11 of Annex 4;
 - (b) consider any other matter as the Parties may agree related to this Chapter;

(f) 用于测试或检查货物的设备、装置和供应品；(g) 催化剂和溶剂；以及 (h) 任何未融入货物但其在货物生产中的使用可以合理地证明是该生产一部分的其他货物。

第35条 相同和可互换材料

相同和可互换材料是否为原产地材料，应根据出口方适用的库存控制公认会计原则或实际采用的库存管理原则进行判定。

Article 36
Operational Certification Procedures

附件4中规定的运行认证程序，应适用于原产地证书及相关事项的程序。

第37条 原产地规则分委员会

1. 为有效实施和运行本章，应依据第11条设立原产地规则分委员会（以下简称本条为“分委员会”）。
2. 分委员会的职能应为：
 - (a) 审查并提出适当建议，作为需要的，向联合委员会提出：(i)本章的实施和运作；(ii)任何一方提出的附件2和3的任何修正案，以及附件4的附件，以及附件4第11条中提到的实施规则；
 - (b) 考虑任何其他事项，如缔约方可能与本章相关的事宜；

- (c) report the findings of the Sub-Committee to the Joint Committee; and
- (d) carry out other functions as may be delegated by the Joint Committee pursuant to Article 11.

3. The Sub-Committee shall be composed of representatives of the Governments of the Parties, and may invite representatives of relevant entities other than the Governments of the Parties with necessary expertise relevant to the issues to be discussed, upon agreement of all the Parties.

4. The Sub-Committee shall meet at such venues and times as may be agreed by the Parties.

Chapter 4
Sanitary and Phytosanitary Measures

Article 38
Scope

This Chapter shall apply to all sanitary and phytosanitary (hereinafter referred to as "SPS") measures of the Parties as defined in Annex A of the Agreement on the Application of Sanitary and Phytosanitary Measures in Annex 1A to the WTO Agreement (hereinafter referred to as "SPS Agreement") that may, directly or indirectly, affect trade between the Parties.

Article 39
Reaffirmation of Rights and Obligations

The Parties reaffirm the rights and obligations relating to SPS measures under the SPS Agreement among those Parties that are parties to the said Agreement.

Article 40
Sub-Committee on Sanitary and Phytosanitary Measures

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Sanitary and Phytosanitary Measures (hereinafter referred to in this Article as "the Sub-Committee") shall be established pursuant to Article 11.

2. The functions of the Sub-Committee shall be to:

(c) 向联合委员会报告分委员会的认定；以及 (d) 根据第11条由联合委员会授权的其他职能。

3. 分委员会应由缔约方政府的代表组成，并经所有缔约方同意，可邀请具有与将要讨论的问题相关的必要专业知识的缔约方政府以外的相关实体的代表。

4. 分委员会应在缔约方同意的地点和时间举行会议。

第4章 卫生与植物卫生措施

第38条 范围

本章适用于附件1A中的《卫生与植物卫生措施协定》（以下简称“SPS协定”）附件A中定义的缔约方的所有卫生与植物卫生（以下简称“SPS”）措施，这些措施可能直接或间接地影响缔约方之间的贸易。

第39条 权利和义务的重申

缔约方重申，在卫生与植物卫生措施协定（以下简称“协定”）项下的缔约方中，各缔约方之间与协定项下的卫生与植物卫生措施相关的权利和义务。

第40条
卫生与植物卫生措施分委员会 军事和植物卫生措施 卫生与植物卫生措施

1. 为有效实施和运行本章，应设立卫生与植物卫生措施分委员会（以下简称“分委员会”），其设立依据第11条。

2. 分委员会的职能应当是：

- (a) exchange information on such matters as occurrences of SPS incidents in the Parties and non-Parties, and change or introduction of SPS-related regulations and standards of the Parties, which may, directly or indirectly, affect trade between Japan and more than one (1) ASEAN Member State which are the Parties;
 - (b) facilitate cooperation in the area of SPS measures, including capacity building, technical assistance and exchange of experts, subject to the availability of appropriated funds and the applicable laws and regulations of each Party;
 - (c) undertake science-based consultations to identify and address specific issues that may arise from the application of SPS measures and are shared by Japan and more than one (1) ASEAN Member State which are the Parties;
 - (d) review the implementation and operation of this Chapter; and
 - (e) report, where appropriate, its findings to the Joint Committee.
3. The Parties shall coordinate their undertakings with the activities conducted in the bilateral, regional and multilateral context, with the objective of avoiding unnecessary duplication and maximising efficiency of efforts of the Parties in this field.
4. The Sub-Committee shall meet at such venues and times as may be agreed by the Parties.
5. The Sub-Committee shall be:
- (a) composed of government officials of the Parties with responsibility for SPS measures; and
 - (b) co-chaired by an official of the Government of Japan and an official of one of the Governments of the ASEAN Member States which are the Parties.

Article 41 Enquiry Points

Each Party shall designate an enquiry point to answer all reasonable enquiries from another Party regarding SPS measures and, if appropriate, provide the latter with relevant information.

- (a) 交换关于以下事项的信息
缔约方和非缔约方中SPS事件的 occurrences, 以及缔约方SPS相关法规和标准的变更或引入
这可能直接或间接地影响日本与一个以上的 (1) 东盟成员国 (即缔约方) 之间的贸易;
 - (b) 促进SPS措施领域的合作, 包括能力建设、技术援助和专家交流, 前提是有适当的资金和各缔约方的适用法律法规; (c) 进行基于科学的磋商, 以确定和解决SPS措施应用中可能出现的、由日本和一个以上的 (1) 东盟成员国 (即缔约方) 共同面临的具体问题; (d) 审查本章的实施和运行; 以及 (e) 在适当的情况下, 将其认定报告给联合委员会。
3. 缔约方应协调其行动与在双边、区域和多边背景下开展的活动, 目的是避免不必要的重复, 并最大限度地提高缔约方在该领域的努力效率。
4. 分委员会应根据缔约方商定的地点和时间举行会议。
5. 分委员会应:
- (a) 由负责SPS措施的缔约方政府官员组成; 以及 (b) 由日本政府官员和东盟成员国 (即缔约方) 政府官员共同主持。

第41条 查询点

每一方应指定一个咨询点, 以答复另一方关于SPS措施的所有合理询问, 并在适当的情况下向后者提供相关信息。

Article 42
Non-application of Chapter 9

The dispute settlement procedures provided for in Chapter 9 shall not apply to this Chapter.

CHAPTER 5
Standards, Technical Regulations and
Conformity Assessment Procedures

Article 43
Objectives

The objectives of this Chapter are to promote trade among the Parties by:

- (a) ensuring that standards, technical regulations and conformity assessment procedures do not create unnecessary obstacles to trade;
- (b) promoting mutual understanding of the standards, technical regulations and conformity assessment procedures in each Party;
- (c) strengthening information exchange and cooperation among the Parties in relation to the preparation, adoption and application of standards, technical regulations and conformity assessment procedures;
- (d) strengthening cooperation among the Parties in the work of international bodies related to standardisation and conformity assessments; and
- (e) providing a framework to realise these objectives.

Article 44
Scope

1. This Chapter shall apply to standards, technical regulations and conformity assessment procedures as defined in the Agreement on Technical Barriers to Trade in Annex 1A to the WTO Agreement (hereinafter referred to as "TBT Agreement").

2. This Chapter shall not apply to purchasing specifications prepared by governmental bodies for production or consumption requirements of governmental bodies and sanitary and phytosanitary measures as defined in Annex A of the SPS Agreement.

第42条 第9章不适用

第9章规定的争端解决程序不适用于本章。

第5章 标准、技术法规和合格评定程序

第43条 目标

本章的目标是通过以下方式促进缔约方之间的贸易：

(a) 确保 标准、技术法规和合格评定程序 不会造成 贸易不必要的障碍； (b) 促进各方 对 标准、技术法规和合格评定程序的相互理解； (c) 加强 缔约方 在 标准、技术法规和合格评定程序的制定、采纳和应用方面的 信息交换与合作； (d) 加强 缔约方 在 与标准化和合格评定相关的 国际机构 工作方面的 合作； 以及 (e) 提供一个 实现这些目标的 框架。

第44条 范围

1. 本章适用于附件1A中所定义的世界贸易组织协定（以下简称“TBT协定”）中的标准、技术法规和合格评定程序。

2. 本章不适用于政府机构为满足政府机构的生产或消费需求而制定的采购规格，以及SPS协定附件A中定义的卫生与植物卫生措施。

3. Nothing in this Chapter shall limit the right of a Party to prepare, adopt and apply standards and technical regulations, to the extent necessary, to fulfil a legitimate objective. Such legitimate objectives are, *inter alia*, national security requirements; the prevention of deceptive practices; protection of human health or safety, animal or plant life or health, or the environment. In pursuance of this, each Party retains all authority to interpret its laws, regulations and administrative provisions.

Article 45 Reaffirmation of Rights and Obligations

The Parties reaffirm the rights and obligations relating to standards, technical regulations and conformity assessment procedures under the TBT Agreement among those Parties that are parties to the said Agreement.

Article 46 Cooperation

1. For the purposes of ensuring that standards, technical regulations and conformity assessment procedures do not create unnecessary obstacles to trade in goods among the Parties, the Parties shall, where possible, cooperate in the field of standards, technical regulations and conformity assessment procedures.

2. The forms of cooperation pursuant to paragraph 1 may include the following:

- (a) conducting joint studies and holding seminars, in order to enhance mutual understanding of standards, technical regulations and conformity assessment procedures in each Party;
- (b) exchanging information on standards, technical regulations and conformity assessment procedures;
- (c) developing and implementing joint programmes for building and/or upgrading capacity in the Parties for advancement of activities within the scope of the TBT Agreement;
- (d) encouraging the bodies responsible for standards, technical regulations and conformity assessment procedures in each Party to cooperate on matters of mutual interest;

3. 本章中的任何内容均不得限制一方根据需要制定、采纳和适用标准和技术法规的权利，以实现合法目标。此类合法目标包括但不限于国家安全要求；防止欺骗性做法；保护人类健康或安全、动物或植物生命或健康或环境。为此，每一方保留对其法律、法规和行政规定的全部解释权。

第45条 权利和义务的重申

缔约方重申与TBT协定项下标准、技术法规和合格评定程序相关的权利和义务，这些程序适用于同为该协定缔约方的缔约方之间。

第46条 合作

1. 为确保标准、技术法规和合格评定程序不会在缔约方之间对货物贸易造成不必要的障碍，缔约方应在可能的情况下，在标准、技术法规和合格评定领域进行合作。

2. 根据第1段的规定，合作的形式可以包括以下内容：
include the following:

(a) 进行联合研究和举办研讨会，以增进各方对标准、技术法规和合格评定程序的相互理解；(b) 交换关于标准、技术法规和合格评定程序的信息；(c) 制定和实施联合计划，建设和/或提升各方在TBT协定范围内的活动推进能力；(d) 鼓励各方负责标准、技术法规和合格评定程序的组织机构在相互感兴趣的领域进行合作；

- (e) contributing, where appropriate, jointly to the activities related to standards, technical regulations and conformity assessment procedures in international and regional fora; and
- (f) jointly identifying work in the field of standards, technical regulations and conformity assessment procedures, where appropriate, to avoid unnecessary obstacle to trade among the Parties.

3. The implementation of this Article shall be subject to the availability of appropriated funds and the applicable laws and regulations of each Party.

Article 47 Enquiry Points

1. Each Party shall designate an enquiry point which shall have the responsibility to coordinate the implementation of this Chapter.
2. Each Party shall provide the other Parties with the name of its designated enquiry point and the contact details of relevant officials in that organisation including information on telephone, facsimile and e-mail and other relevant details.
3. Each Party shall notify the other Parties promptly of any change of its enquiry point or any amendments to the information of the relevant officials.

Article 48 Sub-Committee on Standards, Technical Regulations and Conformity Assessment Procedures

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Standards, Technical Regulations and Conformity Assessment Procedures (hereinafter referred to in this Article as "the Sub-Committee") shall be established pursuant to Article 11.
2. The functions of the Sub-Committee shall be to:
 - (a) coordinate cooperation pursuant to Article 46;
 - (b) identify mutually agreed priority sectors for enhanced cooperation, including giving favourable consideration to any proposal made by a Party;

(e) 在适当情况下, 共同参与与标准、技术法规和合格评定程序相关的国际和区域论坛的活动; 以及 (f) 共同确定在

标准、技术法规和合格评定程序, 在适当情况下, 以避免对缔约方之间的贸易造成不必要的障碍。

3. 本条款的实施应受各缔约方可用资金和适用法律法规的约束。

第47条 查询点

1. 每一方应指定一个查询点, 该查询点应负责协调本章的实施。
2. 每一方应向其他缔约方提供其指定查询点的名称以及该组织内相关官员的联系细节, 包括电话、传真和电子邮件以及其他相关细节。
3. 每一方应及时通知其他缔约方其查询点的任何变更或相关官员信息的任何修正案。

第48条 标准、技术法规和合格评定程序分委员会

1. 为了有效实施和运行本章, 应依据第11条设立一个标准、技术法规和合格评定程序分委员会 (以下简称本条款为“分委员会”)。
2. 分委员会的职能应为:
 - (a) 根据 第46条 进行协调合作; (b) 确定双方同意的重点领域以加强合作, 包括优先考虑任何一方提出的建议;

- (c) establish work programmes in mutually agreed priority areas to facilitate the acceptance of conformity assessment results and equivalence of technical regulations;
- (d) monitor the progress of work programmes;
- (e) review the implementation and operation of this Chapter;
- (f) facilitate technical consultations;
- (g) report, where appropriate, its findings to the Joint Committee; and
- (h) carry out other functions as may be delegated by the Joint Committee pursuant to Article 11.

3. The Sub-Committee shall meet at such venues and times as may be agreed by the Parties.

4. The Parties shall coordinate their undertakings with the activities conducted in the bilateral, regional and multilateral context, with the objective of avoiding unnecessary duplication and maximising efficiency of efforts of the Parties in this field.

5. The Sub-Committee shall be:

- (a) composed of representatives of the Governments of the Parties; and
- (b) co-chaired by an official of the Government of Japan and an official of one of the Governments of the ASEAN Member States, which are the Parties.

Article 49 Non-application of Chapter 9

The dispute settlement procedures provided for in Chapter 9 shall not apply to this Chapter.

Chapter 6 Trade in Services

Article 50 Trade in Services

1. Each Party shall endeavour to, in accordance with its laws, regulations and policies, take further steps towards the expansion of trade in services among or between the Parties consistent with GATS.

(c) 在双方同意的重点领域建立工作计划，以促进合格评定结果的接受和技术法规的等效；(d) 监督工作计划的进展；(e) 审查本章的实施和运行；(f) 促进技术磋商；(g) 在适当情况下，将其认定报告给联合委员会；以及 (h) 根据第11条，根据联合委员会的授权执行其他职能。

3. 分委员会应在不迟于缔约方约定的地点和时间举行
as 由缔约方同意。

4. 缔约方应协调其承诺与双边、区域和多边环境下的活动，以避免不必要的重复并最大限度地提高缔约方在此领域的努力效率。

5. 分委员会应：

(a) 由缔约方政府的代表组成；以及 (b) 由日本政府的一名官员和东盟成员国政府（即缔约方）的一名官员共同主持。第49条 第9章不适用

第9章规定的争端解决程序不适用于本章。

第6章 服务贸易 第 50条 服务贸易

每方应根据其法律、法规和政策，努力采取进一步措施，在符合《服务贸易总协定》的规定下，促进方之间或方相互之间的服务贸易。

2. The Parties shall, with the participation of Japan and all ASEAN Member States, continue to discuss and negotiate provisions for trade in services with a view to exploring measures towards further liberalisation and facilitation of trade in services among Japan and ASEAN Member States and to enhance cooperation in order to improve the efficiency and competitiveness of services and service suppliers of Japan and the ASEAN Member States. For this purpose, a Sub-Committee on Trade in Services, which shall be composed of representatives of the Governments of Japan and all ASEAN Member States, shall be established in accordance with Article 11 within one (1) year from the date of entry into force of this Agreement pursuant to paragraph 1 of Article 79.

3. The results of the negotiations referred to in paragraph 2, if any, shall be incorporated into this Chapter in accordance with Article 77.

Chapter 7
Investment

Article 51
Investment

1. Each Party shall endeavour to, in accordance with its laws, regulations and policies, create and maintain favourable and transparent conditions in the Party for investments of investors of the other Parties.

2. The Parties shall, with the participation of Japan and all ASEAN Member States, continue to discuss and negotiate provisions for investment, with a view to improving the efficiency and competitiveness of the investment environment of Japan and ASEAN Member States through progressive liberalisation, promotion, facilitation and protection of investment. For this purpose, a Sub-Committee on Investment, which shall be composed of the representatives of the Governments of Japan and all ASEAN Member States, shall be established in accordance with Article 11 within one (1) year from the date of entry into force of this Agreement pursuant to paragraph 1 of Article 79.

3. The results of the negotiations referred to in paragraph 2, if any, shall be incorporated into this Chapter in accordance with Article 77.

2. 各缔约方应与日本和所有东盟成员国共同参与，继续讨论和谈判服务贸易条款，旨在探索进一步自由化和便利化日本与东盟成员国之间服务贸易的措施，并加强合作以提高日本和东盟成员国服务及服务提供者的效率和竞争力。为此，应根据第79条第1段的规定，在本协议生效之日起一年内，按照第11条成立一个由日本政府和所有东盟成员国代表组成的分委员会——服务贸易分委员会。

3. 第2段所述谈判的结果，如有，应依照第77条的规定并入本章。

第7章 投资

第51条 投资

1. 每一方应根据其法律、法规和政策，努力为其其他缔约方的投资者在本方境内创造和维护有利且透明的投资条件。

2. 缔约方应与日本和所有东盟成员国共同参与，继续讨论和谈判投资条款，旨在通过逐步自由化、促进、便利和保护投资，提高日本和东盟成员国投资环境的效率和竞争力。为此，应根据第11条的规定，在本协议根据第79条第1段的规定生效之日起一年内，设立一个由日本和所有东盟成员国政府代表组成的投资分委员会。

3. 第2段所述谈判的结果，如有，应依照第77条的规定并入本章。

Chapter 8
Economic Cooperation

Article 52
Basic Principles

1. The Parties shall, subject to the availability of resources as well as their respective applicable laws and regulations, promote cooperation under this Agreement for their mutual benefits in order to liberalise and facilitate trade and investment among the Parties and to promote the well-being of the peoples of the Parties, taking into account the different levels of economic development among ASEAN Member States.

2. The Parties shall promote regional and sub-regional development through economic cooperation activities including capacity building, technical assistance, and other such activities as may be mutually agreed upon among the Parties.

Article 53
Fields of Economic Cooperation

The Parties, on the basis of mutual benefit, shall explore and undertake economic cooperation activities in the following fields:

- (a) Trade-Related Procedures;
- (b) Business Environment;
- (c) Intellectual Property;
- (d) Energy;
- (e) Information and Communications Technology;
- (f) Human Resource Development;
- (g) Small and Medium Enterprises;
- (h) Tourism and Hospitality;
- (i) Transportation and Logistics;
- (j) Agriculture, Fisheries and Forestry;
- (k) Environment;
- (l) Competition Policy; and

第8章 经济合作

第52条 基本原则

缔约方应根据资源的可用性以及各自适用法律法规，促进本协议项下的合作，以实现缔约方之间的贸易和投资自由化与便利化，并促进缔约方人民的福祉，同时考虑到东盟成员国之间不同的经济发展水平。

2. 缔约方应通过经济合作活动促进区域和次区域发展，包括能力建设、技术援助以及其他缔约方可能相互商定的活动。

Article 53
Fields of Economic Cooperation

缔约方应本着互惠原则，在以下领域探索 and 开展经济合作活动：

- (a) 与贸易相关的程序；(b) 营商环境；(c) 知识产权；(d) 能源；(e) 信息和通信技术；(f) 人力资源开发；(g) 中小企业；(h) 旅游和酒店业；(i) 交通运输和物流；(j) 农业、渔业和林业；(k) 环境；(l) 竞争政策；以及

- (m) Other fields as may be mutually agreed upon among the Parties.

Article 54
Sub-Committee on Economic Cooperation

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Economic Cooperation (hereinafter referred to in this Article as "the Sub-Committee") shall be established in accordance with Article 11 on the date of entry into force of this Agreement pursuant to paragraph 1 of Article 79.
2. The functions of the Sub-Committee shall be to:
 - (a) modify and formulate relevant Work Programmes setting out areas and forms of each field of economic cooperation;
 - (b) make recommendations on existing and new economic cooperation activities under this Chapter in accordance with the priorities of the Parties;
 - (c) review and monitor the implementation and operation of this Chapter and the application and fulfilment of its basic principles; and
 - (d) report the findings and the outcome of its discussions to the Joint Committee.
3. The Sub-Committee shall be:
 - (a) composed of representatives of the Governments of Japan and all ASEAN Member States; and
 - (b) co-chaired by an official of the Government of Japan and an official of one of the Governments of ASEAN Member States.

Article 55
Work Programmes for Economic Cooperation

1. Work Programmes setting out areas and forms of each field of cooperation activities shall be set forth in Annex 5.
2. Any modification of existing Work Programmes or formulation of new Work Programmes shall be made in accordance with paragraph 2 of Article 54 and through amending Annex 5 pursuant to the procedures set out in Article 77.

- (m) 其他由缔约方相互协商一致同意的领域。

第54条 经济合作分委员会

1. 为有效实施和运行本章之目的，应根据第11条在本协议生效日期依照第79条第1段的规定设立一个经济合作分委员会（以下简称本条中称“分委员会”）。
 2. 分委员会的职能应为：
 - (a) 修改和制定相关经济合作领域的工作计划，明确各领域经济合作的具体领域和形式；
 - (b) 根据缔约方的优先事项，就本章现有的和新设立的经济合作活动提出建议；
 - (c) 审查和监督本章的实施和运行及其基本原则的应用和履行；以及
 - (d) 向联合委员会报告认定及其讨论结果。
 3. 分委员会应为：
 - (a) 由日本政府和所有东盟成员国的政府代表组成；以及
 - (b) 由日本政府官员和东盟成员国政府官员之一共同主持。
- 第55条 经济合作工作计划

1. 工作计划应载明合作活动各领域的范围和形式，并载于附件5。
2. 任何对现有工作计划的修改或制定新工作计划，均应根据第54条第2段的规定，并按照第77条中规定的程序，通过修订附件5进行。

Article 56
Resources for Economic Cooperation

Taking into account the different levels of economic development and capacity among the Parties, resources for economic cooperation under this Chapter shall be provided in such a manner as may be mutually agreed upon among the Parties.

Article 57
Implementation of Economic Cooperation Activities

1. Economic cooperation activities shall involve Japan and at least two (2) ASEAN Member States.
2. Notwithstanding paragraph 1, economic cooperation activities may also involve Japan and one (1) ASEAN Member State, provided that those activities are regional in nature and of benefit to other ASEAN Member States. Such activities shall aim at narrowing the gaps of economic development among ASEAN Member States or at promoting the well-being of the people of ASEAN Member States towards further integration of ASEAN.
3. The Parties shall undertake economic cooperation activities at mutually agreed time.

Article 58
Non-application of Chapter 9

The dispute settlement procedures provided for in Chapter 9 shall not apply to this Chapter.

Chapter 9
Settlement of Disputes

Article 59
Definitions

For the purposes of this Chapter, the term:

- (a) "complaining party" means any Party or Parties that request consultations under paragraph 1 of Article 62;
- (b) "party to a dispute" means any Party which is a complaining party or a party complained against;
- (c) "party complained against" means any Party or Parties to which the request for consultations is made under paragraph 1 of Article 62; and

第56条 经济合作资源

考虑到缔约方之间不同的经济发展水平和能力，根据本章规定的经济合作资源应根据缔约方相互同意的方式提供。

第57条 经济合作活动的实施

1. 经济合作活动应当涉及日本和至少两个（2）东盟成员国。
2. 尽管有第1段规定，经济合作活动也可以涉及日本和一个（1）东盟成员国，前提是这些活动具有区域性质，并且有利于其他东盟成员国。此类活动旨在缩小东盟成员国之间的经济发展差距，或促进东盟人民的福祉，以实现东盟的进一步一体化。
3. 各方应当在协商一致的时间开展经济合作活动。

第58条 第9章不适用

第9章规定的争端解决程序不适用于本章。

第9章 争议解决 第59条 定义

就本章而言，术语：

- (a) “投诉方”是指根据第62条第1段请求磋商的任何一方或多方；(b) “争端当事方”是指投诉方或被投诉方；(c) “被投诉方”是指根据第62条第1段收到磋商请求的任何一方或多方；以及

(d) “third party” means a Party, other than the parties to a dispute, that notifies its interest in writing in accordance with Article 66.

Article 60 Scope of Application

1. Unless otherwise provided for in this Agreement, this Chapter shall apply with respect to the settlement of all disputes between the Parties concerning the interpretation or application of this Agreement.

2. This Chapter may apply to measures affecting a Party's observance of this Agreement taken by regional or local governments or authorities within the Party. When the arbitral tribunal has awarded that a provision of this Agreement has not been observed in accordance with Article 67, the responsible Party shall take such reasonable measures as may be available to it to ensure its observance. Paragraphs 3 and 4 of Article 71 shall apply in cases where it has not been possible for the Party to secure such observance.

3. Nothing in this Chapter shall prejudice any rights of the Parties to have recourse to dispute settlement procedures available under any other international agreement to which all of the parties to a dispute are parties.

4. Notwithstanding paragraph 3, once dispute settlement proceedings have been initiated under this Chapter or under any other international agreement to which all of the parties to a dispute are parties with respect to a particular dispute, the forum selected by the complaining party shall be used to the exclusion of any other fora for that particular dispute. However, this shall not apply if substantially separate and distinct rights or obligations under different international agreements are in dispute.

5. For the purposes of paragraphs 3 and 4, the complaining party shall be deemed to have selected a forum when it has requested the establishment of, or referred a dispute to, an arbitral tribunal or a dispute settlement panel, in accordance with this Chapter or any other international agreement to which the parties to a dispute are parties.

(d) “第三方”是指根据第66条以书面形式通知其利益的、与争端当事方无关的一方。

第60条 适用范围

1. 除非本协议另有规定，本章应适用于缔约方之间就本协议的解释或适用所涉及的任何争议的解决。

2. 本章可适用于缔约方内地区或地方政府或机构采取影响一方遵守本协议的措施。当仲裁庭根据第67条裁决本协议某项规定未被遵守时，负责方应采取其所能采取的合理措施以确保其遵守。在缔约方未能确保遵守的情况下，应适用第71条第3、4款的规定。

3. 本章任何规定均不应损害缔约方根据任何其他国际协议所享有的、向该争议所有当事方均为缔约方的争端解决程序提出请求的权利。

4. 尽管有第3款的规定，一旦根据本章或根据该争议所有当事方均为缔约方的任何其他国际协议就特定争议启动了争端解决程序，投诉方选择的论坛应被用于排除该特定争议的任何其他论坛。但是，如果不同国际协议下实质上分离且不同的权利或义务发生争议，则不适用此规定。

5. 对于第3段和第4段的目的，投诉方在根据本章或任何其他国际协议向仲裁庭或争议解决小组提出建立请求或转交争议时，应视为已选定一个论坛。

Article 61
Contact Points

1. For the purposes of this Chapter, a Party may designate a contact point responsible for communications on all matters referred to in this Chapter. The submission of any request, notice or other document under this Chapter to the contact point so designated shall be deemed to have been made to that Party.
2. Where a Party chooses not to designate a contact point pursuant to paragraph 1, the submission of any request, notice or other document under this Chapter shall be made to the contact point which the Party designates in accordance with Article 12.
3. Any Party receiving any request, notice or other document under this Chapter shall acknowledge receipt in writing.

Article 62
Consultations

1. A Party or Parties may make a request in writing for consultations to other Party or Parties concerning any matter on the interpretation or application of this Agreement where the complaining party considers that any benefit accruing to it under this Agreement is being nullified or impaired as a result of the failure of the party complained against to carry out its obligations under this Agreement, or as a result of the application by the party complained against of measures which are in conflict with its obligations under this Agreement.
2. Any request for consultations shall be submitted in writing, containing the identification of the specific measures at issue and indication of the factual and legal basis (including the provisions of this Agreement alleged to have been breached and any other relevant provisions) of the complaint. The complaining party shall at the same time notify the rest of the Parties thereof.
3. Upon receipt of the request referred to in paragraph 1, the party complained against shall promptly acknowledge receipt of such request to the complaining party and the rest of the Parties at the same time.

第61条 联系点

1. 对于本章的目的，一方可以指定一个负责本章所述所有事项通讯的联系点。根据本章向指定联系点提交任何请求、通知或其他文件，应视为已提交给该方。
2. 当一方选择不根据第1段指定联系点时，根据本章提交的任何请求、通知或其他文件应提交给该方根据第12条指定的联系点。
3. 任何一方收到根据本章提交的任何请求、通知或其他文件时，应以书面形式确认收到。

第62条 磋商

1. 一方或多方可就本协议的解释或适用问题，以书面形式向其他一方或多方提出磋商请求，如果投诉方认为，由于被投诉方未能履行本协议项下的义务，或由于被投诉方采取与其在本协议项下义务相冲突的措施，导致其在本协议项下获得之利益被取消或损害，则投诉方可提出磋商请求。
2. 任何磋商请求应以书面形式提交，其中应包含相关具体措施的认识，并说明投诉的事实和法律依据（包括据称被违反的本协议条款以及任何其他相关条款）。投诉方应同时通知其他缔约方。
3. 收到第1段所述请求后，被投诉方应及时向投诉方和其他缔约方同时确认收到该请求。

4. If a request for consultations is made, the party complained against shall reply to the request within ten (10) days after the date of receipt of the request and shall enter into consultations in good faith within a period of not more than thirty (30) days after the date of receipt of the request, with a view to reaching a mutually satisfactory solution.

5. The parties to a dispute shall make every effort to reach a mutually satisfactory resolution of any matter through consultations under this Article. To this end, the parties to the dispute shall provide each other with sufficient information to enable a full examination of the dispute.

6. Consultations shall be confidential between the parties to the dispute and are without prejudice to the rights of any Party in any further proceedings under this Chapter or in other proceedings. The parties to the dispute shall inform the rest of the Parties of the outcome of the consultations.

7. In cases of urgency, including those which concern perishable goods, the parties to the dispute shall enter into consultations within a period of no more than ten (10) days after the date of receipt of the request by the party complained against.

8. In cases of urgency, including those which concern perishable goods, the parties to the dispute shall make every effort to accelerate the consultations to the greatest extent possible.

Article 63 Good Offices, Conciliation and Mediation

1. Good offices, conciliation and mediation are procedures that are undertaken voluntarily if the parties to the dispute so agree.

2. Good offices, conciliation or mediation may be requested at any time by any party to a dispute. They may begin at any time by agreement of the parties to the dispute and be terminated at any time upon the request of any party to the dispute.

3. If the parties to the dispute agree, good offices, conciliation or mediation may continue while the proceedings of the arbitral tribunal provided for in this Chapter are in progress.

4. 如提出磋商请求，被投诉方应在收到请求之日起十（10）天内答复该请求，并在收到请求之日起三十（30）天内以真诚的态度进行磋商，以期达成双方均可接受的解决方案。

5. 争议方应尽一切努力通过本条款下的磋商，就任何事项达成相互满意的解决方案。为此，争议方应向对方提供足够的信息，以便对争议进行全面审查。

6. 磋商应在争议方之间保密，且不损害任何一方在本章节或其他任何后续程序中的权利。争议方应将磋商的结果通知其他缔约方。

7. 在紧急情况下，包括涉及易腐货物的情况，争议方应在收到被投诉方的请求之日起不超过十（10）天的期限内进行磋商。

8. 在紧急情况下，包括涉及易腐货物的情况，争议方应尽一切努力尽可能加速磋商。

第63条 翰旋，调解和调解

1. 翰旋、调解和调解是自愿进行的程序，如果争议方同意的话。

2. 任何争端当事方可以随时提出翰旋、调解或调解的请求。它们可以由争议方协议开始，并在任何争端当事方请求时终止。

3. 如果争议各方同意，在仲裁庭根据本章规定进行的程序进行期间，翰旋、调解或调解可以继续。

4. Proceedings involving good offices, conciliation or mediation, and, in particular, positions taken by the parties to the dispute during these proceedings, shall be kept confidential and without prejudice to the rights of any Party in any proceedings under this Chapter or in other proceedings.

Article 64 Establishment of Arbitral Tribunals

1. The complaining party may request in writing, to the party complained against, the establishment of an arbitral tribunal:

- (a) if the party complained against does not respond within ten (10) days, or does not enter into such consultations within thirty (30) days after the date of receipt of the request for such consultations; or
- (b) if the parties to the dispute fail to resolve the dispute through such consultations within sixty (60) days after the date of receipt of the request for such consultations, or within twenty (20) days after such date in cases of urgency including those which concern perishable goods.

2. A copy of the request referred to in paragraph 1 shall also be communicated to the rest of the Parties.

3. Where more than one (1) complaining party request the establishment of an arbitral tribunal related to the same matter, a single arbitral tribunal may, whenever feasible, be established by the parties to the dispute to examine the matter, taking into account the rights of each party to the dispute.

4. Where a single arbitral tribunal is established pursuant to paragraph 3, the arbitral tribunal shall organise its examination and present its findings to all the parties to the dispute in such a manner that the rights which the parties to the dispute would have enjoyed had separate arbitral tribunals examined the same matter are in no way impaired. If any of the parties to the dispute so requests, the arbitral tribunal may make separate awards on the dispute concerned as long as the timeframe for making the awards so permits. The written submissions by a party to the dispute shall be made available to the other parties to the dispute, and each party to the dispute shall have the right to be present when any other party to the dispute presents its views to the arbitral tribunal.

4. 涉及翰旋、调解或调解的程序，以及特别是争议各方在这些程序中采取的立场，应当保密，不损害本章或任何其他程序中任何一方的权利。

第64条 仲裁庭的设立

1. 投诉方可以书面请求被投诉方设立仲裁庭：

(a) 如果被投诉方在十（10）天内没有回复，或者在接受请求进行磋商之日起三十（30）天内没有进行磋商；或者 (b) 如果争议方在接受请求进行磋商之日起六十（60）天内未能通过磋商解决争议，或者在紧急情况下（包括涉及易腐货物的情况）在接受请求之日起二十（20）天内未能解决争议。

2. 第1段所述请求的副本也应通知其他缔约方。

3. 如果多个投诉方（1个以上）就同一事项请求设立仲裁庭，争议方可以设立单一仲裁庭来审理事项，同时考虑每方争议方的权利。

4. 当根据第3段设立单一仲裁庭时，仲裁庭应组织其审理，并向争议各方以如下方式提交其认定：使得争议各方本应享有的权利——若由单独的仲裁庭审理同一事项——不受任何损害。如果争议任何一方提出请求，只要作出裁决的时间框架允许，仲裁庭可以就有关争议作出单独裁决。争议一方的书面陈述应提供给其他争议各方，且每一争议方在另一争议方向仲裁庭陈述其观点时，均有权出席。

5. Where more than one (1) arbitral tribunal are established to examine the dispute related to the same matter, to the greatest extent possible, the same persons shall be appointed by the parties to the disputes to serve on each of the separate arbitral tribunals.

6. Any request for the establishment of an arbitral tribunal shall indicate whether consultations under Article 62 have been held, identify the factual basis for the complaint including the specific measures at issue and provide the legal basis of the complaint including the provisions of this Agreement alleged to have been breached and any other relevant provisions.

Article 65 Composition of Arbitral Tribunals

1. An arbitral tribunal shall consist of three (3) arbitrators.

2. The complaining party and the party complained against shall, within thirty (30) days after the date of receipt of the request for the establishment of an arbitral tribunal, each appoint one (1) arbitrator who may be a national of any party to the dispute and propose up to three (3) candidates to serve as the third arbitrator who shall be the chair of the arbitral tribunal. The third arbitrator shall not be a national of any party to the dispute, nor have his or her usual place of residence in any party to the dispute, nor be employed by any party to the dispute, nor have dealt with the dispute in any capacity.

3. The complaining party and the party complained against shall agree on and appoint the third arbitrator within forty-five (45) days after the date of receipt of the request for the establishment of an arbitral tribunal, taking into account the candidates proposed pursuant to paragraph 2. If either the complaining party or the party complained against has not appointed an arbitrator pursuant to paragraph 2, or if the parties to the dispute fail to agree on and appoint the third arbitrator pursuant to this paragraph, the Director-General of the World Trade Organization shall immediately be requested to make the necessary appointments. In the event that the Director-General is a national of any party to the dispute, the Deputy Director-General or the officer next in seniority who is not a national of any party to the dispute shall be requested to make the necessary appointments. Appointments made pursuant to this paragraph other than that of the third arbitrator shall be deemed to have been made by the complaining party or the party complained against which has failed to make such an appointment.

5. 当就同一事项设立一个以上的仲裁庭审理争议时，在最大程度上，争议各方应任命相同的人员在各个单独的仲裁庭中任职。

6. 任何设立仲裁庭的请求应当说明是否已根据第62条进行磋商，说明投诉的事实依据，包括相关具体措施，并提供投诉的法律依据，包括据称违反的本协议条款以及任何其他相关条款。

第65条 仲裁庭的组成

1. 仲裁庭应当由三名（3）仲裁员组成。

2. 投诉方和被投诉方应当在收到设立仲裁庭的请求之日起三十（30）天内，各自任命一名（1）仲裁员，该仲裁员可以是争议任何一方国家的国民，并提出最多三名（3）候选人担任第三仲裁员，该第三仲裁员应当担任仲裁庭主席。第三仲裁员不得是争议任何一方国家的国民，也不得在其通常居住于争议任何一方，也不得受雇于争议任何一方，也不得以任何身份处理该争议。

3. 投诉方和被投诉方应在收到设立仲裁庭的请求之日起四十五（45）天内，根据第2段的规定，就第三仲裁员的人选达成一致并任命。如果投诉方或被投诉方未根据第2段的规定任命仲裁员，或者争议方未能根据本段的规定就第三仲裁员的人选达成一致并任命，则应立即请求世界贸易组织总干事进行必要的任命。如果总干事是争议方任何一方的国民，则应请求副总干事或非争议方任何一方国民的、级别次高的官员进行必要的任命。根据本段的规定，除第三仲裁员外所做的任命，应视为未能做出此种任命的投诉方或被投诉方所做出的任命。

4. The date of establishment of an arbitral tribunal shall be the date on which the third arbitrator is appointed pursuant to paragraph 3.

5. If an arbitrator appointed under this Article resigns or becomes unable to act, a succeeding arbitrator shall be appointed in the same manner as prescribed for the appointment of the original arbitrator and the succeeding arbitrator shall have all the powers and duties of the original arbitrator. The work of the arbitral tribunal shall be suspended until the succeeding arbitrator is appointed.

6. Any person appointed as an arbitrator shall have expertise or experience in law, international trade, other matters covered by this Agreement or the resolution of disputes arising under international trade agreements. An arbitrator shall be chosen strictly on the basis of objectivity, reliability, sound judgment and independence and shall conduct himself or herself on the same basis throughout the course of the arbitral tribunal proceedings. If a party to the dispute believes that an arbitrator is not adhering to the basis stated above, the parties to the dispute shall consult and if they agree, the arbitrator shall be removed and a new arbitrator shall be appointed in accordance with this Article.

Article 66 Third Parties

1. Any Party having a substantial interest in a dispute before an arbitral tribunal and having notified its interest in writing to the parties to the dispute and the rest of the Parties shall have an opportunity to make written submissions to the arbitral tribunal. These submissions shall also be given to the parties to the dispute and may be reflected in the award of the arbitral tribunal.

2. A third party shall receive the submissions of the parties to the dispute to the first meeting of the arbitral tribunal.

3. If a third party considers that a measure that is already the subject of any arbitral tribunal proceedings nullifies or impairs benefits accruing to it under this Agreement, such third party may have recourse to normal dispute settlement procedures under this Chapter.

4. 仲裁庭设立的日期应根据第3段的规定任命第三仲裁员的日期。

5. 如果根据本条款指定的仲裁员辞职或无法履行职责，应按照指定最初仲裁员和继任仲裁员的方式任命继任仲裁员，继任仲裁员应拥有最初仲裁员的所有权力和职责。仲裁庭的工作应暂停，直至继任仲裁员被任命。

6. 任何被任命为仲裁员的人员应在法律、国际贸易、本协议涵盖的事项或国际贸易协议项下争议的解决方面具有专业知识或经验。仲裁员应严格基于客观性、可靠性、公正判断和独立性进行选择，并在仲裁庭程序中始终以此为基础行事。如果争议方认为仲裁员未遵守上述基础，争议方应协商，如果他们同意，则应按照本条款的规定解除该仲裁员的职务，并任命新的仲裁员。

第66条 第三方

1. 任何一方在仲裁庭审理的争议中具有重大利益，并已向争议方和其他缔约方书面通知其利益，则应有机会向仲裁庭提交书面陈述。这些陈述也应提供给争议方，并可能反映在仲裁庭裁决中。

2. 第三方应收到争议方提交给仲裁庭第一次会议的陈述。

3. 如果第三方认为某一仲裁庭程序已经审理的措施使本协议项下其应得利益被取消或损害，该第三方可依据本章规定寻求正常争议解决程序。

Article 67
Functions of Arbitral Tribunals

1. The arbitral tribunal established pursuant to Article 64:

- (a) should make an objective assessment of the matter before it, including an examination of the facts of the case and the applicability of and conformity with the Agreement;
- (b) should consult with the parties to the dispute as appropriate and provide them with adequate opportunities for the development of a mutually satisfactory resolution;
- (c) shall make its award in accordance with this Agreement and applicable rules of international law;
- (d) shall set out, in its award, its findings of law and fact, together with the reasons therefor;
- (e) may, apart from giving its findings, include in its award suggested implementation options for the parties to the dispute to consider in conjunction with Article 71; and
- (f) cannot, in its award, add to or diminish the rights and obligations of any Party provided in this Agreement.

2. The arbitral tribunal may seek, from the Parties, such relevant information as it considers necessary and appropriate. The Parties shall respond promptly and fully to any request by the arbitral tribunal for such information.

3. The arbitral tribunal may seek information from any relevant source and may consult experts to obtain their opinion on certain aspects of the matter. With respect to factual issues concerning a scientific or other technical matter raised by any party to the dispute, the arbitral tribunal may request advisory reports in writing from experts. The arbitral tribunal may, at the request of any party to the dispute or on its own initiative, select, in consultation with the parties to the dispute, no fewer than two (2) scientific or technical experts who shall assist the arbitral tribunal throughout its proceedings, but who shall not have the right to vote in respect of any decision to be made by the arbitral tribunal, including its award. Any information and technical advice so obtained shall be made available to the parties to the dispute.

第67条 仲裁庭的职能

1. 依据第64条设立的仲裁庭:

(a) 应对所涉事项进行客观评估, 包括审查案件事实以及适用性和与本协议的一致性; (b) 应根据需要与争议方协商, 并为他们提供足够的相互满意的解决方案的发展机会; (c) 应根据本协议和适用国际法作出裁决; (d) 应在其裁决中列明其法律和事实认定, 并说明理由; (e) 可在作出认定之外, 在其裁决中包括争议方考虑与第71条相结合的建议实施方案; 以及(f) 不得在其裁决中增加或减少本协议规定的任何方的权利和义务。

2. 仲裁庭可从缔约方寻求其认为必要和适当的相关信息。缔约方应迅速全面地回应仲裁庭就此类信息提出的任何请求。

3. 仲裁庭可从任何相关来源获取信息, 并可咨询专家以获取其对事项某些方面的意见。关于争议方提出的涉及科学或其他技术问题的事实问题, 仲裁庭可书面请求专家提供咨询报告。仲裁庭可根据争议方的请求或自行决定, 在征询争议方意见后, 选定不少于两名(2名)科学或技术专家, 这些专家应协助仲裁庭进行整个程序, 但无权对仲裁庭作出的任何裁决进行投票。所获取的任何信息和技术建议应提供给争议方。

Article 68
Proceedings of Arbitral Tribunals

1. The rules and procedures as set out in this Article shall apply to the proceedings of an arbitral tribunal.
2. The parties to the dispute, in consultation with the arbitral tribunal, may agree to adopt additional rules and procedures not inconsistent with the provisions of this Article.

Terms of Reference for Arbitral Tribunals

3. An arbitral tribunal shall have the following terms of reference:

"To examine, in the light of (the relevant provisions in this Agreement to be cited by the parties to the dispute), the matter referred to in the request for the establishment of an arbitral tribunal pursuant to Article 64, and to issue awards including findings, determinations and suggested implementation options, if any, as provided for in Article 67."

Written Submissions and Other Documents

4. Each party to the dispute shall deliver to the other parties to the dispute a copy of its written submissions to the arbitral tribunal.
5. In respect of any request, notice or other documents related to the arbitral tribunal proceedings that is not covered by paragraph 4, each party to the dispute may deliver a copy of the documents to the other parties to the dispute by facsimile, e-mail or other means of electronic transmission.
6. Any party to the dispute may at any time correct minor errors of a clerical nature in any request, notice, written submission or other documents related to the arbitral tribunal proceedings by delivering a new document clearly indicating the changes.

第68条 仲裁庭程序

1. 本条款中规定的规则和程序应适用于仲裁庭的程序。
2. 争议方在与仲裁庭协商后，可以同意采用与本协议第68条相关规定不一致的补充规则和程序。

仲裁庭参考事项

3. 仲裁庭应具有以下参考事项：

"根据第64条设立仲裁庭的请求，审查（争议方引用的与本协议相关条款），仲裁庭设立请求中所述事项，并依据第67条规定，如适用，发布包括认定、决定和建议的实施方案在内的裁决。"

书面陈述和其他文件

4. 争议方应向其他争议方提交其向仲裁庭提交的书面陈述的副本。
5. 对于第4段未涵盖的任何与仲裁庭程序相关的请求、通知或其他文件，争议方可以通过传真、电子邮件或其他电子传输方式向其他争议方提交文件的副本。
6. 任何一方当事人可随时通过提交一份明确说明更改的新文件，纠正与仲裁庭程序相关的任何请求、通知、书面提交或其他文件中的轻微文职错误。

Timetable

7. After consulting the parties to the dispute, the arbitral tribunal shall as soon as practicable and whenever possible within seven (7) days after the establishment of the arbitral tribunal, fix the timetable for the arbitral tribunal process. The timetable fixed for the arbitral tribunal shall include precise deadlines for written submissions by the parties to the dispute. Modifications to such timetable may be made by the agreement of the parties to the dispute in consultation with the arbitral tribunal.

Operation of Arbitral Tribunals

8. An arbitral tribunal shall meet in closed session. The parties to the dispute shall be present at the meetings only when invited by the arbitral tribunal to appear before it.

9. All third parties which have notified their interest in the dispute shall be invited in writing to present their views during a session of the first meeting of the arbitral tribunal proceedings set aside for that purpose. All such third parties may be present during the entirety of this session.

10. The deliberations of the arbitral tribunal and the documents submitted to it shall be kept confidential.

11. Notwithstanding paragraph 10, any party to the dispute may make public statements of its positions and its views regarding the dispute, but shall treat as confidential, information and written submissions made by the other parties to the dispute to the arbitral tribunal which the other parties to the dispute have designated as confidential. Where a party to the dispute submits a confidential version of its written submissions to the arbitral tribunal, it shall also, upon request of another party to the dispute, provide a non-confidential summary of the information or written submissions which may be disclosed publicly.

12. The venue for the arbitral tribunal proceedings shall be decided by mutual agreement between the complaining party and the party complained against. If there is no agreement, the venue shall alternate among the capitals of the parties to the dispute with the first meeting of the arbitral tribunal proceedings to be held in one (1) of the capitals of the party complained against.

时间表

7. 在咨询争议方后，仲裁庭应尽快在仲裁庭成立之日起七（7）天内确定仲裁庭程序的时间表。仲裁庭确定的时间表应包括争议方提交书面陈述的精确截止日期。此类时间表的修改可由争议方与仲裁庭协商一致作出。

仲裁庭的运作

8. 仲裁庭应在闭会中举行会议。争议方仅在仲裁庭邀请其出庭时才应出席会议。

9. 所有已通知其对该争议感兴趣的第三方应以书面形式受邀在仲裁庭程序第一次会议中为该目的保留的会议上陈述其观点。所有此类第三方可在此会议的整个过程中出席。

10. 仲裁庭的审议及其提交的文件应保密。

11. 不论第10段如何规定，任何争议方均可公开声明其立场及其对争议的看法，但应将其他争议方向仲裁庭提交并指定为保密的信息和书面陈述视为保密。当争议方向仲裁庭提交其书面陈述的保密版本时，若另一争议方提出请求，该争议方还应当提供可公开披露的信息或书面陈述的非保密摘要。

12. 仲裁庭程序的地点应由投诉方和被投诉方通过协议决定。如果没有协议，地点应在争议方的首都之间交替，仲裁庭程序的第一次会议应在被投诉方的首都之一举行。

13. The parties to the dispute shall be given the opportunity to attend any of the presentations, statements or rebuttals in the proceedings. Any information provided and written submissions made to the arbitral tribunal by a party to the dispute, including any comments on the descriptive part of the draft award and responses to questions put by the arbitral tribunal, shall be made available to the other parties to the dispute.

Article 69 Draft Award and Award

1. The award of the arbitral tribunal shall be drafted without the presence of the parties to the dispute and in the light of the information provided and the statements made in the proceedings. Opinions expressed in the award of the arbitral tribunal by its individual arbitrator shall be anonymous.

2. The arbitral tribunal shall, within ninety (90) days after the date of its establishment, issue to the parties to the dispute its draft award including both the descriptive part and its findings and conclusions for the purposes of enabling the parties to the dispute to review precise aspects of the draft award.

3. When the arbitral tribunal considers that it cannot issue its draft award within the ninety (90) day period referred to in paragraph 2, it shall inform the parties to the dispute in writing of the reasons for the delay together with the estimate of the period within which it will issue its draft award.

4. The parties to the dispute may submit comments in writing to the arbitral tribunal on the draft award within fifteen (15) days after the date of issuance of the draft award.

5. Where written comments by the parties to the dispute as provided for in paragraph 4 are received, the arbitral tribunal, on its own initiative or at the request of a party to the dispute, may reconsider its award and make any further examination that it considers appropriate.

6. The arbitral tribunal shall issue its award to the parties to the dispute within thirty (30) days after the issuance of the draft award.

7. The arbitral tribunal shall make its decisions, including its award, by consensus, failing which it may make its decisions by majority vote.

13. 争议方应有机会参加程序中的任何陈述、声明或反驳。争议方向仲裁庭提供的信息和提交的书面陈述，包括对初步裁决描述部分的任何意见以及对仲裁庭提出问题的答复，均应提供给其他争议方。

条款 69 初步裁决和裁决

1. 仲裁庭裁决应当在不通知争议方的情况下，根据所提供的信息和程序中的声明进行起草。仲裁庭个别仲裁员在裁决中表达的意见应当匿名。

2. 仲裁庭应当在其成立之日起九十（90）日内，向争议方作出其初步裁决，包括描述部分及其查明事项和结论，以便争议方审查初步裁决的精确方面。

3. 当仲裁庭认为其不能在第二段所述的九十（90）日内作出其初步裁决时，应当以书面形式通知争议方延误的原因，并估计其作出初步裁决的期限。

4. 争议方可以在初步裁决作出之日起十五（15）日内，以书面形式向仲裁庭提交对初步裁决的意见。

5. 当争议方提交第4段规定的书面意见时，仲裁庭可应争议方请求或自行决定，重新考虑其裁决并进行其认为适当的任何进一步审查。

6. 仲裁庭应在初步裁决作出后三十（30）天内向争议方作出裁决。

7. 仲裁庭应通过一致同意作出其决定，包括其裁决，如无法达成一致同意，则可通过多数票作出其决定。

8. The award of the arbitral tribunal shall be final and binding on the parties to the dispute.
9. The award of the arbitral tribunal shall be circulated to the Parties within ten (10) days after its issuance to the parties to the dispute.

Article 70
Suspension and Termination of Proceedings

1. Where the parties to the dispute agree, the arbitral tribunal may suspend its work at any time for a period not exceeding twelve (12) months from the date of the joint notification of such agreement to the chair of the arbitral tribunal by the parties to the dispute. Upon the request of any party to the dispute, the arbitral tribunal proceedings shall be resumed after such suspension. If the work of the arbitral tribunal has been suspended for more than twelve (12) months, the authority of the arbitral tribunal shall lapse unless the parties to the dispute agree otherwise.
2. The parties to the dispute may agree to terminate the proceedings of an arbitral tribunal at any time before the issuance of the award by jointly so notifying the chair of the arbitral tribunal.
3. Before the arbitral tribunal issues its draft award, it may, at any stage of the proceedings, propose to the parties to the dispute that the dispute be settled amicably.

Article 71
Implementation of Award

1. The party complained against shall promptly comply with the award of the arbitral tribunal issued pursuant to Article 69.
2. The party complained against shall, within twenty (20) days after the date of issuance of the award, notify the complaining party of the period of time in which to implement the award. If the complaining party considers the period of time notified to be unacceptable, it may refer the matter to an arbitral tribunal which then determines the reasonable implementation period. The arbitral tribunal shall inform the parties to the dispute of its determination within thirty (30) days after the date of the referral of the matter to it.

8. 仲裁庭裁决对争议方应具有终局且具有约束力。
9. 仲裁庭裁决应自其向争议方作出之日起十（10）日内送达缔约方。

第70条
暂停和终止程序

1. 如争议方同意，仲裁庭可自争议方就此类协议共同通知仲裁庭主席之日起，暂停其工作，暂停期限不超过十二（12）个月。在任何一方争议方的请求下，仲裁庭程序应在暂停后恢复。如仲裁庭的工作已暂停超过十二（12）个月，除非争议方另有约定，仲裁庭的权力应失效。
2. 争议方可以在裁决作出前随时通过联合通知仲裁庭主席而终止仲裁庭的程序。
3. 在仲裁庭作出初步裁决之前，在任何程序阶段，仲裁庭都可以向争议方提议友好解决争议。

第71条 裁决的实施

1. 被投诉方应当迅速履行根据第69条作出的仲裁庭裁决。
2. 被投诉方应在裁决作出之日起二十（20）日内，通知投诉方裁决的实施期限。如果投诉方认为通知的实施期限不可接受，它可以提交仲裁庭，仲裁庭随后决定合理的履行期限。仲裁庭应在将事项提交至其后的三十（30）日内，将决定通知争议方。

3. If the party complained against considers it impracticable to comply with the award within the implementation period as determined pursuant to paragraph 2, the party complained against shall, no later than the expiry of that implementation period, enter into consultations with the complaining party, with a view to developing mutually satisfactory compensation. If no satisfactory compensation has been agreed within twenty (20) days after the date of expiry of that implementation period, the complaining party may request an arbitral tribunal to determine the appropriate level of any suspension of the application to the party complained against of concessions or other obligations under this Agreement.
4. If the complaining party considers that the party complained against has failed to comply with the award within the implementation period as determined pursuant to paragraph 2, the complaining party may refer the matter to an arbitral tribunal to confirm the failure and to determine the appropriate level of any suspension of the application to the party complained against of concessions or other obligations under this Agreement.
5. The arbitral tribunal established under this Article shall, wherever possible, have as its arbitrators, the arbitrators of the original arbitral tribunal. If this is not possible, then the arbitrators of such arbitral tribunal shall be appointed pursuant to paragraphs 2 and 3 of Article 65.
6. Unless the parties to the dispute agree to a different period, the arbitral tribunal established under paragraphs 3 and 4 shall issue its award within sixty (60) days after the date when the matter is referred to it.
7. The award of the arbitral tribunal established under this Article shall be binding on all the parties to the dispute.

Article 72
Compensation and the Suspension of Concessions

1. Compensation and the suspension of concessions or other obligations under this Agreement are temporary measures available in the event that the award is not implemented within a reasonable period of time. However, neither compensation nor the suspension of concessions or other obligations under this Agreement is preferred to full implementation of the award to bring a measure into conformity with this Agreement. Compensation, if granted, shall be consistent with this Agreement.

3. 如果被投诉方认为根据第2段确定的实施期限内履行裁决不可行，被投诉方应在该实施期限届满之前，与投诉方进行磋商，以达成双方满意的补偿。如果在该实施期限届满之日起二十（20）日内未达成令人满意的补偿，投诉方可以请求仲裁庭确定对被投诉方暂停适用本协议下让步或其他义务的适当水平。
4. 如果投诉方认为被投诉方未能在第2段确定的实施期内履行裁决，投诉方可以将此事提交仲裁庭以确认该未能履行，并确定应暂停向被投诉方适用本协议下让步或其他义务的适当水平。
5. 根据本条款设立的仲裁庭，应尽可能由原仲裁庭的仲裁员担任仲裁员。如果不可能，则应根据第65条第2段和第3段的规定任命该仲裁庭的仲裁员。
6. 除非争议方同意不同的期限，根据第3段和第4段设立的仲裁庭应在将此事提交给它的日期后六十（60）天内发布其裁决。
7. 根据本条款设立的仲裁庭的裁决应对所有争议方具有约束力。

第72条
补偿和 the Suspensi 让步

1. 补偿和本协议项下的让步或其他义务是暂时性措施，适用于裁决在合理期限内未得到执行的情况。然而，补偿或本协议项下的让步或其他义务并不优于完全执行裁决以使一项措施符合本协议。如果给予补偿，应与本协议一致。

2. The application of concessions or other obligations under this Agreement shall not be suspended before the commencement and during the course of the proceedings under paragraphs 3 and 4 of Article 71.

3. The suspension of the application of concessions or other obligations under paragraphs 3 and 4 of Article 71 may only be implemented after the complaining party notifies the party complained against and the rest of the Parties that the complaining party intends to suspend the application to the party complained against of concessions or other obligations under this Agreement. The party complained against and the rest of the Parties shall be informed of the commencement of the suspension and which concessions or other obligations under this Agreement would be suspended.

4. In considering what concessions or other obligations under this Agreement to be suspended under paragraphs 3 and 4 of Article 71, such suspension shall:

- (a) be temporary, and be discontinued when the parties to the dispute reach a mutually satisfactory resolution or where compliance with the award is effected;
- (b) be restricted to the same level of nullification or impairment that is attributable to the failure to comply with the award; and
- (c) be restricted to the same sector or sectors as those in which the arbitral tribunal has found the nullification or impairment, unless it is not practicable or effective to suspend the application of concessions or obligations in such sector or sectors, in which case, the complaining party may suspend concessions or benefits in other sectors under this Agreement.

5. If the party complained against considers that the suspension of concessions or other obligations under this Agreement by the complaining party is inconsistent with the provisions of paragraph 4, the matter shall be referred to an arbitral tribunal. For the purposes of the arbitral tribunal established under this Article, paragraph 5 of Article 71 shall apply, *mutatis mutandis*.

6. Unless the parties to the dispute agree to a different period, the arbitral tribunal established under this Article shall issue its award within sixty (60) days after the date when the matter is referred to it. Such award shall be binding on all the parties to the dispute.

2. 本协议项下的让步或其他义务的适用不得在第七十一条第3段和第4段规定的程序开始前或进行期间暂停。

3. 第71条第3段和第4段项下的让步或其他义务的适用暂停，只能在投诉方通知被投诉方和其他缔约方投诉方打算暂停根据本协议对被投诉方适用让步或其他义务后才能实施。被投诉方和其他缔约方应被告知暂停的开始以及本协议下哪些让步或其他义务将被暂停。

4. 在考虑根据第71条第3段和第4段暂停本协议下的哪些让步或其他义务时，此类暂停应：

- (a) 是临时的，并且在争议方达成相互满意的解决方案时或裁决得到履行时终止；
- (b) 限制在因未能履行裁决而产生的相同程度的无效或损害；并且(c) 限制在仲裁庭发现无效或损害的相同部门或部门，除非在该部门或部门暂停让步或义务的应用不切实际或无效，在这种情况下，投诉方可以根据本协议在其他部门暂停让步或利益。

5. 如果被投诉方认为投诉方根据本协议暂停让步或其他义务与第4段的规定不一致，该事项应提交仲裁庭。就根据本条款设立的仲裁庭而言，第71条第5段应适用，但需作相应调整。

6. 除非争议方同意不同的期限，否则根据本条款设立的仲裁庭应在收到相关事项之日起六十（60）天内作出裁决。该裁决对全体争议方均有约束力。

Article 73
Expenses

1. The complaining party and the party complained against shall respectively bear the costs of the arbitrators which they appointed, and their own expenses and legal costs.
2. Unless the parties to the dispute otherwise agree, the costs of the chair of the arbitral tribunal and other expenses associated with the conduct of the proceedings of the arbitral tribunal shall be borne in equal parts by the parties to a dispute.
3. The arbitral tribunal shall keep a record and render a final account of all general expenses incurred in connection with the proceedings, including those paid to their assistants, designated note takers or other individuals that it retains.

Chapter 10
Final Provisions

Article 74
Table of Contents, Headings and Subheadings

The table of contents, headings and subheadings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

Article 75
Review

The Parties shall undertake a general review of the implementation and operation of this Agreement in the fifth calendar year following the calendar year in which this Agreement enters into force pursuant to paragraph 1 of Article 79, and every five (5) years thereafter, unless otherwise agreed by the Parties.

Article 76
Annexes and Notes

The Annexes including attachment and Notes to this Agreement shall form an integral part of this Agreement.

Article 77
Amendments

1. This Agreement may be amended by agreement among the Parties.

第73条 费用

1. 投诉方和被投诉方应分别承担其指定的仲裁员的费用、自身的费用和法律费用。
2. 除非争议方另有约定，仲裁庭主席的费用及其他与仲裁庭程序进行相关的费用应由争议方平均分担。
3. 仲裁庭应保存与程序相关的所有一般费用的记录，并作出最终账目，包括支付给其助手、指定记录员或其他受其雇佣的人员的费用。

第10章 最终条款

第74条 目录、标题和副标题

目录、标题和副标题仅为方便查阅而插入，不应影响对本协议的解释。

第75条 审查

缔约方应当根据第79条第1段的规定，在本协议生效后的第五个日历年内，对在本协议生效后的第五个日历年内，对实施和运行本协议进行一般性审查，此后每五年（5）年审查一次，除非缔约方另有约定。

第76条 附件和注释

本协议的附件和注释应构成本协议的组成部分。

Article 77
Amendments

1. 本协议可由各方协议修订。

2. The Government of each Party shall notify the Governments of the other Parties in writing that its legal procedures necessary for entry into force of the amendment have been completed. Such amendment shall enter into force on the first day of the second month following the date by which such notifications have been made by the Governments of Japan and at least one (1) ASEAN Member State, which is a Party, in relation to those Parties whose Governments have made such notifications by that date.

3. Where an ASEAN Member State, which is a Party, makes the notification referred to in paragraph 2 after the date by which the notifications have been made by the Governments of Japan and at least one (1) ASEAN Member State, which is a Party, as referred to in paragraph 2, the amendment referred to in paragraph 1 shall enter into force in relation to that ASEAN Member State on the first day of the second month following the date on which it makes the notification.

4. Notwithstanding paragraphs 2 and 3, the number of ASEAN Member States referred to in paragraph 2 which is necessary for entry into force of the amendment may be increased by agreement among the Parties.

5. Notwithstanding paragraph 2, amendments relating only to:

(a) Annex 1 (provided that the amendments are made in accordance with the amendment of the Harmonized System, and include no change on tariff rates applied to the originating goods of the other Parties in accordance with Annex 1);

(b) Annex 2;

(c) Attachment to Annex 4; or

(d) Annex 5,

may be made by diplomatic notes exchanged among the Governments of the Parties. Such amendments shall enter into force in relation to all the Parties on the date specified in such diplomatic notes.

Article 78 Depositary

For the ASEAN Member States, this Agreement including its amendments shall be deposited with the Secretary-General of ASEAN, who shall promptly furnish a certified copy thereof, to each ASEAN Member State.

2. 各方的政府应以书面形式通知其他各方的政府，其修订协议生效所必需的法律程序已完成。该修正案应在日本政府及至少一个（1）为缔约方的东盟成员国，就那些政府已于该日期前作出此类通知的相关缔约方，完成此类通知之日起第二个月的第一天生效。

3. 当东盟成员国，作为缔约方，在根据第2段所述日本政府和其他至少一个（1）东盟成员国，作为缔约方，在第2段所述的日期之后发出第2段所述的通知时，第1段所述的修正案应自该东盟成员国发出通知之日起的第二个月的第一天起生效。

4. 不论第2段和第3段的规定如何，第2段所述的东盟成员国数量，对于修正案的生效而言，可通过缔约方之间的协议增加。

5. 不论第2段的规定如何，仅涉及以下内容的修正案：

(a) 附件1（前提是修正案是根据协调制度的修正案制定的，并且不涉及根据附件1对其他缔约方的原产地货物适用的关税税率的任何变更）；(b) 附件2；(c) 附件4的附件；或(d) 附件5，

可通过缔约方政府之间交换的外交照会提出。此类修正案应自外交照会中规定的日期起对所有缔约方生效。

第78条 保管机构

对于东盟成员国，本协议及其修正案应存放于东盟秘书长处，秘书长应迅速向每个东盟成员国提供其认证副本。

Article 79
Entry into Force

1. The Government of each signatory State shall notify the Governments of other signatory States in writing that its legal procedures necessary for entry into force of this Agreement have been completed. This Agreement shall enter into force on the first day of the second month following the date by which such notifications have been made by the Governments of Japan and at least one (1) ASEAN Member State, in relation to those signatory States that have made such notifications by that date.

2. In relation to an ASEAN Member State making the notification referred to in paragraph 1 after the date by which the notifications have been made by the Governments of Japan and at least one (1) ASEAN Member State as referred to in paragraph 1, this Agreement shall enter into force on the first day of the second month following the date on which that ASEAN Member State makes the notification. That ASEAN Member State shall be bound by the existing terms and conditions of this Agreement, including any amendments that may have entered into force pursuant to Article 77 by the time of such notification. For the purposes of Annex 1, the staging of tariff elimination or reduction of that ASEAN Member State shall also commence from the date of entry into force of this Agreement pursuant to paragraph 1.

Article 80
Withdrawal and Termination

1. Any Party may withdraw from this Agreement by giving one (1) year's advance notice in writing to the other Parties.

2. This Agreement shall terminate either when all ASEAN Member States which are Parties withdraw in accordance with paragraph 1 or when Japan does so.

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

第79条 生效

1. 每个缔约国的政府应以书面形式通知其他缔约国的政府，其必要的法律程序已为该协议的生效而完成。本协议应于日本政府及至少一个（1）东盟成员国就那些在该日期前已作出此类通知的缔约国作出此类通知之日起第二个月的第一天生效。

2. 就东盟成员国在第一段所述日期之后，且在日本政府及其他第一段所述东盟成员国已作出通知的日期之后作出第一段所述通知而言，本协议应自该东盟成员国作出通知之日起第二个月的第一天生效。该东盟成员国应受本协议现有条款和条件的约束，包括任何可能根据第77条在此通知发出时生效的修正案。根据附件1，该东盟成员国的关税消除或减少的安排也应自本协议根据第一段生效之日起开始。

第80条 退出和终止

1. 任何一方可通过向其他方书面发出一年的提前通知而退出本协议。

2. 本协议应在所有东盟成员国作为缔约方根据第一段退出时终止，或当日本这样做时终止。

以资证明，经其各自政府正式授权，签署本协议。

DONE in duplicate in the English language and SIGNED at Tokyo on the day of in the year 2008, at Bandar Seri Begawan on the day of in the year 2008, at Phnom Penh on the day of in the year 2008, at Jakarta on the day of in the year 2008, at Vientiane on the day of in the year 2008, at Kuala Lumpur on the day of in the year 2008, at Nay Pyi Taw on the day of in the year 2008, at Manila on the day of in the year 2008, at Singapore on the day of in the year 2008, at Bangkok on the day of in the year 2008, and at Hanoi on the day of in the year 2008.

For the Government of Japan:

For the Government of Brunei Darussalam:

For the Government of the Kingdom of Cambodia:

For the Government of the Republic of Indonesia:

For the Government of the Lao People’s Democratic Republic:

以英文文本一式两份签署，于2008年东京签署，于2008年斯里巴加湾签署，于2008年金边签署，于2008年雅加达签署，于2008年万象签署，于2008年吉隆坡签署，于2008年内比都签署，于2008年马尼拉签署，于2008年新加坡签署，于2008年曼谷签署，于2008年河内签署。

对于日本政府：日本：

对于日本政府：文莱达鲁萨兰国：

对于柬埔寨王国政府：

对于印度尼西亚共和国政府：

For the 老挝人民民主共和国政府：

For the Government of
Malaysia:

For the 马来西亚政府:

For the Government of
the Union of Myanmar:

For the Government of the Union
of Myanmar:

For the Government of
the Republic of
the Philippines:

For the Government of the
Republic of the Philippines:

For the Government of
the Republic of Singapore:

For the Government of the Republic of
Singapore:

For the Government of
the Kingdom of Thailand:

For the Government of the Kingdo
m of Thailand:

For the Government of
the Socialist Republic of
Viet Nam:

对于越南社会主义共和国政府: