

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第V条和附件1B， 分别于1994年4月15日在马拉喀什签署（以下简称“WTO协定”）；

认识到区域贸易协定在多边贸易体制框架下加速区域和全球自由化中的催化剂作用；

重申各缔约方根据WTO协定及多边、区域和双边协定及安排所享有的权利和义务；并

决心建立缔约方之间此类全面经济伙伴关系的法律框架，

达成如下协议：

第一章 总则

第1条 一般定义

在本协议中，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、泰国王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) “日”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) “缔约方”是指日本或已生效的本协议的东盟成员国之一。第2条 原则

缔约方重申通过本协议及其他双边或区域协议或安排实现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，承认其不同的发展水平；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。

Article 3 Objectives

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。

Article 4 Transparency

1. 每个缔约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，以及该缔约方是缔约方的国际协议。
2. 每个缔约方应公开第1段中提到的负责法律、法规、行政程序和行政裁决的主管当局名称和地址。
3. 每个缔约方应根据另一缔约方的请求，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. 本协议任何条款均不得要求缔约方提供机密信息，其披露将妨碍缔约方的执法，或否则违背公共利益，或损害任何特定企业的合法商业利益，无论该企业是国营还是私营。

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. 本协议任何条款均不得解释为要求缔约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，维持根据本协议由另一方提供的作为机密信息的信息的保密性。

第6条 税收

1. 除非本协议另有规定，本协议的规定不应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项下的权利和义务。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，直至不一致之处为止。
3. 第4条和第5条应适用于税收措施，在本协议的规定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第XX条并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) 要求任何缔约方提供其认为与其基本安全利益相悖的任何信息；或 (b) 阻止任何缔约方采取其认为为保护其基本安全利益所必需的任何行动：(i) 涉及裂变材料或其来源材料；

- (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) 涉及武器交易、弹药以及战争工具，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，包括通信、电力和水利基础设施，以防止故意试图使此类基础设施瘫痪或退化； (iv) 在国内紧急状态、战争或其他国际关系紧急状态时采取；或 (c) 防止任何缔约方采取任何行动，

根据联合国宪章履行其维护国际和平与安全的义务。

第四条 透明度
非政府组织

在履行本协议项下的义务和承诺时，每一缔约方应努力确保非政府组织在行使中央、区域或地方政府或机构授予的权力时遵守相关规定。

Article 10 关系与其他协议

1. 每个缔约方重申其根据WTO协定和/或这些缔约方为成员的其他协议，在相互之间享有的权利和义务。
2. 本协议的任何规定均不得解释为免除缔约方根据这些缔约方为成员的其他协议，在相互之间所承担的义务，如果该义务使后者缔约方有权获得比本协议所给予的更优惠的待遇。
3. 如果本协议与WTO协定之间存在任何不一致，则WTO协定在不一致范围内优先适用。

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. 如果本协议与任何非WTO协定且有多于一个（1）缔约方参与的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满意的解决方案，并考虑国际法一般原则。

5. 一个不是WTO协定缔约方的缔约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. 应根据本协定设立一个联合委员会。

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) 就本协定的实施和运作向缔约方提交报告；
- (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) 第4附件第11条中提到的实施规则；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. 联合委员会应在不违反本协议第61条规定的其他情况下，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

每一缔约方应指定一个联系点，以促进缔约方之间就本协议的任何事项进行通信，除本协议第61条另有规定外。所有与此相关的正式通信应以英语进行。

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
以及与货物进口相关的任何种类的费用，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一致地适用的反倾销或反补贴税；或(iii) 费用或任何与提供的服务成本相当的收费；

- (b) “海关法律”是指各缔约方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，以及与关税、费用和其他税收相关的方面，或与受控物品在每一缔约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；