

Most-Favoured Nation Treatment

China shall accord Most-Favoured Nation (MFN) Treatment consistent with WTO rules and disciplines to all the non-WTO ASEAN Member States upon the date of signature of this Agreement.

ARTICLE 10
General Exceptions

Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between or among the Parties where the same conditions prevail, or a disguised restriction on trade within the ASEAN-China FTA, nothing in this Agreement shall prevent any Party from taking and adopting measures for the protection of its national security or the protection of articles of artistic, historic and archaeological value, or such other measures which it deems necessary for the protection of public morals, or for the protection of human, animal or plant life and health.

ARTICLE 11
Dispute Settlement Mechanism

1. The Parties shall, within 1 year after the date of entry into force of this Agreement, establish appropriate formal dispute settlement procedures and mechanism for the purposes of this Agreement.
2. Pending the establishment of the formal dispute settlement procedures and mechanism under paragraph 1 above, any disputes concerning the interpretation, implementation or application of this Agreement shall be settled amicably by consultations and/or mediation.

ARTICLE 12
Institutional Arrangements For The Negotiations

1. The ASEAN-China Trade Negotiation Committee (ASEAN-China TNC) that has been established shall continue to carry out the programme of negotiations set out in this Agreement.
2. The Parties may establish other bodies as may be necessary to co-ordinate and implement any economic co-operation activities undertaken pursuant to this Agreement.
3. The ASEAN-China TNC and any aforesaid bodies shall report regularly to the ASEAN Economic Ministers (AEM) and the Minister of the Ministry of Foreign Trade and Economic Co-operation (MOFTEC) of China, through the meetings of the ASEAN Senior Economic Officials (SEOM) and MOFTEC, on the progress and outcome of its negotiations.
4. The ASEAN Secretariat and MOFTEC shall jointly provide the necessary secretariat support to the ASEAN-China TNC whenever and wherever negotiations are held.

ARTICLE 13

最惠国待遇

中国应在本协定签署之日起，对所有非世界贸易组织东盟成员国给予与世界贸易组织规则和纪律一致的最惠国（MFN）待遇。

ARTICLE 10 一般
例外

在要求此类措施不得以构成对缔约方之间或缔约方相互之间在相同条件下进行任意或不合理的歧视的手段，或以掩盖对东盟-中国自由贸易区内部贸易的限制的方式实施的前提下，本协定任何条款均不得阻止任何一方采取和采纳保护其国家安全的措施，或保护具有艺术、历史和考古价值的物品的措施，或其认为为了保护公共道德所必需的其他措施，或为保护人类、动物或植物的生命和健康所必需的措施。

ARTICLE 11
争端解决机制

1. 缔约方应在本协定生效之日起1年内，建立适当的正式争端解决程序和机制，以用于本协定之目的。2. 在第1款所述正式争端解决程序和机制建立之前，与本协定解释、实施或适用有关的任何争端均应通过磋商和/或调解友好解决。

ARTICLE 12
谈判机构安排

1. 已建立的东盟-中国贸易谈判委员会（东盟-中国TNC）应继续执行本协定中规定的谈判计划。2. 缔约方可以设立其他必要的机构，以协调和实施根据本协定进行的任何经济合作活动。3. 东盟-中国TNC和上述任何机构应通过东盟高级经济官员（SEOM）和对外贸易和经济合作部（MOFTEC）的会议，定期向东盟经济部长（AEM）和中国对外贸易和经济合作部（MOFTEC）部长报告其谈判的进展和结果。4. 东盟秘书处和MOFTEC应随时在谈判举行时和举行地，共同为东盟-中国TNC提供必要的秘书处支持。

ARTICLE 13

Miscellaneous Provisions

- 1. This Agreement shall include the Annexes and the contents therein, and all future legal instruments agreed pursuant to this Agreement.
- 2. Except as otherwise provided in this Agreement, this Agreement or any action taken under it shall not affect or nullify the rights and obligations of a Party under existing agreements to which it is a party.
- 3. The Parties shall endeavour to refrain from increasing restrictions or limitations that would affect the application of this Agreement.

ARTICLE 14
Amendments

The provisions of this Agreement may be modified through amendments mutually agreed upon in writing by the Parties.

ARTICLE 15
Depositary

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

ARTICLE 16
Entry Into Force

- 1. This Agreement shall enter into force on 1 July 2003.
- 2. The Parties undertake to complete their internal procedures for the entry into force of this Agreement prior to 1 July 2003.
- 3. Where a Party is unable to complete its internal procedures for the entry into force of this Agreement by 1 July 2003, the rights and obligations of that Party under this Agreement shall commence on the date of the completion of such internal procedures.
- 4. A Party shall upon the completion of its internal procedures for the entry into force of this Agreement notify all the other parties in writing.

IN WITNESS WHEREOF, WE have signed this Framework Agreement on Comprehensive Economic Co-operation between the Association of South East Asian Nations and the People's Republic of China.

DONE at Phnom Penh, this 4th day of November, 2002 in duplicate copies in the English Language.

杂项条款

- 1. 本协议应包括附件及其内容， 以及根据本协议同意的所有未来法律文件。
- 2. 除本协议另有规定外， 本协议或根据其采取的任何行动不得影响或使任何一方根据其是缔约方的现有协议所享有的权利和义务失效。
- 3. 缔约方应努力避免增加会影响本协议适用的限制或限制。

ARTICLE 14
修正案

本协议的规定可通过缔约方书面共同同意的修正案进行修改。

ARTICLE 15
5 保管机构

对于东盟成员国， 本协议应存放于东盟秘书长处， 该秘书长应迅速向每个东盟成员国提供其认证副本。

ARTICLE 16
生效

- 1. 本协议应于2003年7月1日生效。
- 2. 各方应于2003年7月1日前完成其对本协议生效的内部程序。
- 3. 如某方未能于2003年7月1日前完成其对本协议生效的内部程序， 则该方在本协议项下的权利和义务应自其完成此类内部程序的日期起开始。
- 4. 各方应在其对本协议生效的内部程序完成后， 书面通知所有其他方。

为证明， 我们已签署东南亚国家联盟与中华人民共和国之间的全面经济合作框架协议。

兹于2002年11月4日在金边签署， 一式两份， 使用英语。