

**AGREEMENT ON TRADE IN GOODS
UNDER THE FRAMEWORK AGREEMENT ON COMPREHENSIVE
ECONOMIC COOPERATION AMONG THE GOVERNMENTS OF
THE MEMBER COUNTRIES OF THE ASSOCIATION OF
SOUTHEAST ASIAN NATIONS AND THE REPUBLIC OF KOREA**

The Governments of 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 Thailand¹ and the Socialist Republic of Vietnam, Member Countries of the Association of Southeast Asian Nations and the Republic of Korea,

RECALLING the Framework Agreement on Comprehensive Economic Cooperation among the Governments of the Member Countries of the Association of Southeast Asian Nations and the Republic of Korea signed in Kuala Lumpur, Malaysia on the thirteenth day of December 2005;

FURTHER RECALLING Articles 1.3 and 2.1 of the Framework Agreement, which reflect their commitment to establish the ASEAN-Korea Free Trade Area covering trade in goods;

REAFFIRMING their commitment to eliminate duties and other restrictive regulations of commerce on substantially all trade in goods among the ASEAN Member Countries and the Republic of Korea within the specified time frames, while allowing flexibility to them to address their sensitive areas as provided in the Framework Agreement; and

RECOGNISING the different stages of economic development among the ASEAN Member Countries and the need for flexibility to be given to the new ASEAN Member Countries, in particular the need to facilitate their increasing participation in the economic cooperation of the Parties and the expansion of their exports, including, *inter alia*, through strengthening of their domestic capacity, efficiency and competitiveness,

HAVE AGREED as follows:

¹ For the purpose of this Agreement the Kingdom of Thailand is included in the reference of this term only after the relevant signature on her behalf has been appended.

东南亚国家联盟成员国政府与韩国共和国之间关于货物贸易的框架协议

文莱达鲁萨兰国政府、柬埔寨王国政府、印度尼西亚共和国政府、老挝人民民主共和国政府、马来西亚政府、缅甸联邦政府、菲律宾共和国政府、新加坡共和国政府、泰国王国政府和越南社会主义共和国政府，东南亚国家联盟成员国政府与韩国共和国成员国，

回顾于2005年12月13日在马来西亚吉隆坡签署的东南亚国家联盟成员国政府与韩国共和国之间关于全面经济合作的框架协议；

进一步回顾框架协议第1.3条和第2.1条，这些条款反映了他们致力于建立东盟-韩国自由贸易区，涵盖货物贸易的承诺；

重申其致力于在规定时间内消除东盟成员国和韩国之间几乎所有商品贸易的关税和其他贸易限制措施，同时允许其根据框架协议的规定处理其敏感领域；以及

认识到东盟成员国之间经济发展水平的差异，以及有必要给予新东盟成员国灵活性，特别是需要促进其越来越多地参与缔约方的经济合作和扩大其出口，包括但不限于通过加强其国内能力、效率和竞争力，

已同意如下：

¹ 根据本协议，泰国王国仅在代表其签署的相关签名附加后，才包含在此术语的参考中。

Article 1
Definitions

For the purposes of this Agreement, unless the context otherwise requires:

AEM + Korea means the Economic Ministers of the ASEAN Member Countries and the Minister for Trade of Korea;

applied MFN tariff rates:

- (a) in the case of the ASEAN Member Countries which are WTO members as of 1 January 2005 and Korea, means their respective applied rates as of 1 January 2005; and
- (b) in the case of ASEAN Member Countries which are non-WTO members as of 1 January 2005, refer to the rates as applied to Korea as of 1 January 2005;

ASEAN means the Association of Southeast Asian Nations which comprises of 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 Thailand¹ and the Socialist Republic of Vietnam;

ASEAN-Korea FTA means the ASEAN-Korea Free Trade Area established by the Framework Agreement and other relevant agreements stipulated in paragraph 1 of Article 1.4 of the Framework Agreement;

ASEAN Member Countries 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 Thailand¹ and the Socialist Republic of Vietnam collectively;

ASEAN Member Country 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 Thailand¹ or the Socialist Republic of Vietnam individually;

¹ For the purpose of this Agreement the Kingdom of Thailand is included in the reference of this term only after the relevant signature on her behalf has been appended.

第1条
定义

为此协议之目的，除非上下文另有要求：

AEM + 韩国是指东盟成员国的经济部长和韩国的贸易部长；

适用最惠国关税税率：

- (a) 在截至2005年1月1日的东盟成员国和韩国均为世界贸易组织成员的情况下，指其截至2005年1月1日的各自适用税率；以及
- (b) 在截至2005年1月1日为非世界贸易组织成员的东盟成员国的情况下，参考截至2005年1月1日适用于韩国的税率；

东盟是指由文莱达鲁萨兰国、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¹ 和越南社会主义共和国组成的东南亚国家联盟；

东盟-韩国自由贸易协定是指由框架协议和其他相关协议组成的东盟-韩国自由贸易区，这些协议在框架协议第1条第1.4款中规定；

东盟成员国指文莱达鲁萨兰国、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¹ 和越南社会主义共和国，集体而言；

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、泰国或越南社会主义共和国中的任何一个国家；

¹ 为执行本协议之目的，泰国国仅在相关代表签字后，才包含在本术语的参考范围内。

ASEAN 6 means Brunei Darussalam, the Republic of Indonesia, Malaysia, the Republic of the Philippines, the Republic of Singapore and the Kingdom of Thailand¹;

Framework Agreement means the Framework Agreement on Comprehensive Economic Cooperation among the Governments of the ASEAN Member Countries and the Republic of Korea;

GATT 1994 means the General Agreement on Tariffs and Trade 1994, including its Notes and Supplementary Provisions, which is a part of the WTO Agreement;

Implementing Committee means the Implementing Committee established under Article 5.3 of the Framework Agreement;

Korea means the Republic of Korea;

new ASEAN Member Countries means the Kingdom of Cambodia, the Lao Peoples' Democratic Republic, the Union of Myanmar and the Socialist Republic of Vietnam;

non-tariff measures shall include non-tariff barriers;

Parties means the ASEAN Member Countries and Korea collectively;

Party means an ASEAN Member Country or Korea;

WTO means the World Trade Organisation; and

WTO Agreement means the Marrakesh Agreement Establishing the World Trade Organisation, done on 15 April 1994 and the other agreements negotiated thereunder.

Article 2
National Treatment on Internal Taxation and Regulation

Each Party shall accord national treatment to the goods of all the other Parties in accordance with Article III of GATT 1994. To this end, the provisions of Article III of GATT 1994 shall, *mutatis mutandis*, be incorporated into and form an integral part of this Agreement.

¹ For the purpose of this Agreement the Kingdom of Thailand is included in the reference of this term only after the relevant signature on her behalf has been appended

东盟6国是指文莱达鲁萨兰国、印度尼西亚共和国、马来西亚、菲律宾共和国、新加坡共和国和泰国¹;

框架协议是指东盟成员国政府和韩国之间的全面经济合作框架协议;

GATT 1994是指1994年关税及贸易总协定, 包括其注释和补充规定, 它是WTO协定的一部分;

执行委员会是指根据框架协议第5.3条设立的执行委员会;

Korea是指韩国共和国;

new ASEAN Member Countries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;

非关税措施应包括非关税壁垒;

缔约方是指东盟成员国和韩国的全体;

一方是指东盟成员国或韩国;

WTO是指世界贸易组织; 和

WTO协定是指马拉喀什建立世界贸易组织协定, 于1994年4月15日签署, 以及根据该协定谈判的其他协议。

第2条 国民待遇 内部税收和法规

每一缔约方应根据1994年关税及贸易总协定第III条的规定, 给予所有其他缔约方的商品以国民待遇。为此, 1994年关税及贸易总协定第III条的规定应经必要修改后, 纳入本协议并成为其组成部分。

¹ 根据本协议, 泰国国仅在代表其签署的相关签名附加后, 才包含在本术语的参考中

Article 3
Tariff Reduction and Elimination

1. The tariff reduction or elimination programme of the Parties shall require the applied MFN tariff rates on goods under listed tariff lines to be gradually reduced and, where applicable, eliminated in accordance with this Article.
2. All tariff lines are subject to the tariff reduction or elimination programme under this Agreement and shall be categorised as follows:
- (a) Normal Track: tariff lines placed in the Normal Track by each Party on its own accord shall have their respective applied MFN tariff rates gradually reduced and eliminated in accordance with the modalities set out in Annex 1 with the objective of achieving the targets prescribed in the thresholds therein; and
 - (b) Sensitive Track: tariff lines placed in the Sensitive Track by each Party on its own accord shall have their respective applied MFN tariff rates reduced or eliminated in accordance with the modalities set out in Annex 2.
3. Subject to Annexes 1 and 2, all commitments undertaken by each Party under this Article shall be applied to all the other Parties.

Article 4
Transparency

Article X of GATT 1994 shall, *mutatis mutandis*, be incorporated into and form an integral part of this Agreement.

Article 5
Rules of Origin

The Rules of Origin and the Operational Certification Procedures applicable to the goods covered under this Agreement are set out in Annex 3 and its Appendices.

第3条 关税减让和消除

1. 各方的关税减让或消除计划应要求在列名的关税线上适用的最惠国关税税率逐步降低，并在适用的情况下予以消除，具体执行应按照本条的规定进行。
2. 所有关税线均适用本协议项下的关税减让或消除计划，并按以下方式分类：
- (a) 常规轨道：各缔约方自行将其置于常规轨道的关税线，应按照附件1中规定的模式，逐步降低并消除其各自适用的最惠国关税税率，以实现其中规定的门槛目标；以及 (b) 敏感轨道：各缔约方自行将其置于敏感轨道的关税线，应按照附件2中规定的模式，降低或消除其各自适用的最惠国关税税率。
3. 除附件1和2的规定外，各缔约方根据本条作出的所有承诺应适用于所有其他缔约方。

第4条 透明度

1994年关税及贸易总协定第X条应在不改变实质内容的情况下，纳入本协议并成为其组成部分。

第5条 原产地规则

原产地规则和适用于本协议项下商品的《操作认证程序》在本协议附件3及其附件中规定。

Article 6
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.
2. Nothing in this Agreement shall preclude any Party from negotiating and entering into arrangements to accelerate the implementation of concessions made under this Agreement or to incorporate new goods into such concessions, provided that such arrangements are mutually agreed upon and applied to all the other Parties.
3. Any Party may, by negotiation and agreement with any other Party to which it has made a concession, modify or withdraw such concession made under this Agreement. In such negotiations and agreement, which may include provision for 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 agreement.
4. Any agreement by the Parties to modify or withdraw concessions made in the tariff reduction or elimination programme in accordance with paragraph 3, or to accelerate the elimination of tariffs in such programme or to incorporate goods into such programme in accordance with paragraph 2, shall supersede any tariff rate or track determined pursuant to the tariff reduction or elimination programme for that good as set out in Annexes 1 and 2, shall be treated as an amendment to the relevant Annexes and shall enter into force in accordance with the procedure under Article 17.

Article 7
WTO Disciplines

Subject to the provisions of this Agreement and any future agreements as may be agreed pursuant to the reviews of this Agreement by the Parties under Article 15, the Parties² hereby agree and reaffirm their commitments to abide by the provisions of the WTO disciplines as set out in Annexes 1A and 1C to the WTO Agreement, which include, among others, non-tariff measures, technical barriers to trade (hereinafter referred to as “TBT”), sanitary and phytosanitary (hereinafter referred to as “SPS”) measures, subsidies and countervailing measures, anti-dumping measures and intellectual property rights.

² Non-WTO Members of ASEAN shall abide by the WTO provisions in accordance with their accession commitments to the WTO.

第6条 让步的修改

1. 缔约方不得使本协议项下的任何让步失效或损害，除非本协议另有规定。
2. 本协议任何条款均不得阻止任何一方谈判并达成安排，以加速实施本协议项下作出的让步或将该协议项下纳入新的商品，前提是该等安排经各方相互同意并适用于所有其他缔约方。
3. 任何一方可通过与已向其作出让步的任何其他一方谈判和达成协议，修改或撤回本协议项下作出的让步。在此类谈判和协议中，可能包括对其他商品的补偿性调整条款，有关缔约方应维持互惠和互利的让步总体水平，该水平不低于本协议在达成此类协议之前为贸易提供的让步水平。
4. 各方根据第3段规定修改或撤回关税减让或消除计划项下作出的让步，或根据第2段规定加速消除该计划中的关税，或根据第2段规定将该商品纳入该计划所达成的协议，应取代根据关税减让或消除计划对该商品确定的任何关税税率或路径，该关税税率或路径如附件1和2所述，此类协议应被视为相关附件的修正案，并应根据第17条规定的程序生效。

第7条 WTO纪律

根据本协议的规定以及任何未来协议的条款，该协议条款可能根据第15条的规定由缔约方进行审查并达成一致，缔约方²在此同意并重申其遵守附件1A和1C中规定的WTO纪律条款的承诺，这些条款包括但不限于非关税措施、技术性贸易壁垒（以下简称“TBT”）、卫生与植物卫生措施（以下简称“SPS”）、补贴和反补贴措施、反倾销措施以及知识产权。

² 东盟非WTO成员应按照其加入世界贸易组织的加入承诺遵守世界贸易组织条款。

Article 8
Quantitative Restrictions and Non-Tariff Barriers and
Sanitary and Phytosanitary Measures

1. Each Party undertakes not to adopt or maintain any prohibition or quantitative restriction on the importation of any goods of the other Parties or on the exportation of any goods destined for the territory of the other Parties, except in accordance with its WTO rights and obligations or other provisions in this Agreement.

2. Each Party shall ensure the transparency of its non-tariff measures that they are not prepared, adopted or applied with a view to or with the effect of creating unnecessary obstacles to trade among the Parties. The Parties shall identify non-tariff barriers other than quantitative restrictions for elimination as soon as possible after the entry into force of this Agreement. The timeframe for elimination of these non-tariff barriers shall be mutually agreed upon by all the Parties.

3. The Parties recognises the importance of transparency of TBT and SPS regulations as in the WTO Agreements on TBT and SPS, including notification procedures on preparation for regulations and standards on TBT and on any occurrences of SPS incident to reduce their negative effect on trade as well as to protect human, animal or plant life or health. Each Party shall designate its contact point for the purpose of responding queries related to this Article.

4. A working group on TBT and SPS (hereinafter referred to as the “WG on TBT and SPS”) under the Implementing Committee shall be established to deal with issues relating to the implementation of this Article and to facilitate trade and protect human, animal or plant life or health through mutual cooperation and bilateral consultations. The WG on TBT and SPS shall comprise of government officials from agriculture, fisheries, livestock and industry agencies and other related agencies. The WG on TBT and SPS shall develop its scope of work and meet at least once a year or as mutually agreed upon by the Parties.

Article 9
Safeguard Measures

1. Each Party which is a WTO member retains its rights and obligations under Article XIX of GATT 1994 and the WTO Agreement on Safeguards. Actions taken pursuant to Article XIX of GATT 1994 and the WTO Agreement on Safeguards shall not be subject to the Agreement on Dispute Settlement Mechanism under the Framework Agreement.

第8条 数量限制和非关税壁垒以及卫生与植物卫生措施

1. 每一方承诺不采取或维持对另一方任何商品的进口禁令或数量限制，或对运往另一方领土的任何商品的出口禁令，除非根据其WTO权利和义务或本协议中的其他规定。

2. 每一方应确保其非关税措施的透明度，以确保其不会为或意图为或实际上造成对缔约方之间贸易的不必要障碍。缔约方应在本协议生效后尽快确定非关税壁垒以供消除。这些非关税壁垒的消除时间表应由所有缔约方共同商定。

3. 缔约方承认TBT和SPS法规透明度的重要性，如WTO关于TBT和SPS的协定中所规定，包括法规和标准准备程序的通报程序，以及任何SPS事件的发生，以减少其对贸易的负面影响，并保护人类、动物或植物的生命或健康。每一方应指定其联系点，以应对与本文相关的查询。

4. 在执行委员会下设立一个关于TBT和SPS的工作组（以下简称“TBT和SPS工作组”），以处理与本文实施相关的问题，并通过相互合作和双边磋商促进贸易并保护人类、动物或植物的生命或健康。TBT和SPS工作组应由农业、渔业、畜牧业和工业机构及其他相关机构的政府官员组成。TBT和SPS工作组应制定其工作范围，并至少每年召开一次会议或由缔约方共同商定。

第9条 保障措施

1. 每个是世界贸易组织成员的一方保留其根据1994年关税及贸易总协定第十九条和世界贸易组织保障措施协定享有的权利和应尽的义务。根据1994年关税及贸易总协定第十九条和世界贸易组织保障措施协定采取的行动不应受框架协议下的争端解决机制协定约束。

2. With regard to ASEAN-Korea FTA safeguard measures, a Party shall have the right to initiate such a measure on a good within the transition period for that good. The transition period for a good shall begin from the date of entry into force of this Agreement and end seven (7) years from the date of completion of tariff reduction/elimination for that good.

3. Subject to the following paragraphs of this Article, a Party shall be free to take ASEAN-Korea FTA safeguard measures if as an effect of the obligations incurred by the Party under this Agreement, including tariff concessions, or, if as a result of unforeseen developments and of the effects of the obligations incurred by the Party, a good is being imported from the other Parties to which tariff concession was made for that good in such increased quantities, absolute or relative to domestic production, and under such conditions so as to substantially cause or threaten to cause serious injury to the domestic industry of the importing Party that produces like or directly competitive goods in its territory.

4. If an ASEAN-Korea FTA safeguard measure is taken, a Party taking such a measure may:

- (a) suspend the further reduction of any rate of tariff provided for under this Agreement for the good; or
- (b) increase the tariff rate on the good concerned to a level not to exceed the lesser of:
 - (i) the applied MFN tariff rate on the good in effect at the time the action is taken; and
 - (ii) the applied MFN tariff rate on the good in effect on the day immediately preceding the date of entry into force of this Agreement.

5. Any ASEAN-Korea FTA safeguard measure may be maintained for an initial period of up to three (3) years and may be extended for a period not exceeding one year if it is determined pursuant to the procedures referred to in paragraph 6 that the measure continues to be necessary to prevent or remedy serious injury and to facilitate adjustment and that there is evidence that the domestic industry is adjusting. Notwithstanding the duration of an ASEAN-Korea FTA safeguard measure on the good, such a measure shall terminate at the end of the transition period for that good.

6. In applying ASEAN-Korea FTA safeguard measures, the Parties shall adopt the rules for the application of safeguard measures, including provisional measures, as provided under the WTO Agreement on Safeguards, with the exception of the quantitative restriction measures set out in Article 5,

2. 关于东盟-韩国自由贸易协定保障措施，一方有权在相关商品的过渡期内启动该措施。商品的过渡期应自本协定生效之日起开始，并应自该商品关税减让/消除完成之日起七（7）年后结束。

3. 根据本条以下各段的规定，一方如因本协议项下所承担的义务，包括关税让步，而受到影响，或如因不可预见的发展以及一方所承担的义务所产生的效果，某商品从给予该商品关税让步的其他方进口的数量增加，绝对或相对于国内生产而言，并且在该商品进口的条件下，以至于实质上造成或威胁要造成严重损害进口方在其领土内生产的同类或直接竞争商品之国内产业，则一方可自由采取东盟-韩国自由贸易协定保障措施。

4. 如采取东盟-韩国自由贸易协定保障措施，采取该措施的一方可以：

- (a) 停止进一步降低本协议对该商品规定的任何关税税率；或（
- b) 将有关商品的关税税率提高至不超过以下较低者：(i) 在采取行动时该商品适用的最惠国关税税率；以及 (ii) 在本协议生效日前一天该商品适用的最惠国关税税率。

5. 任何东盟-韩国自由贸易协定保障措施可维持最长三年（3）的初始期限，并在根据第6段所述程序确定该措施继续有必要防止或纠正严重损害、促进调整且存在国内产业正在调整的证据时，可延长不超过一年的期限。不论该商品上的东盟-韩国自由贸易协定保障措施的期限如何，此类措施应在该商品的过渡期结束时终止。

6. 在适用东盟-韩国自由贸易协定保障措施时，缔约方应当采用世界贸易组织保障措施协定规定的保障措施适用规则，包括临时措施，但除外第5条规定的数量限制措施，

and Articles 9, 13, and 14 of the WTO Agreement on Safeguards. As such, all other provisions of the WTO Agreement on Safeguards shall, *mutatis mutandis*, be incorporated into and form an integral part of this Agreement.

7. An ASEAN-Korea FTA safeguard measure shall not be applied against a good originating in the territory of a Party, so long as its share of imports of the good concerned in the importing Party does not exceed 3% of the total imports from the Parties.

8. In seeking compensation under Article 8 of the WTO Agreement on Safeguards for an ASEAN-Korea FTA safeguard measure, the Parties concerned shall seek the good offices of the Implementing Committee to determine the substantially equivalent level of concessions to that existing under this Agreement between the Party taking the safeguard measure and the exporting Parties which would be affected by such a measure prior to any suspension of equivalent concessions. Any proceedings arising from such good offices shall be completed within ninety (90) days from the date on which the ASEAN-Korea FTA safeguard measure was applied.

9. On a Party's termination of an ASEAN-Korea FTA safeguard measure on a good, the tariff rate for that good shall be the rate that, according to that Party's tariff reduction and elimination programme as provided in Annexes 1 and 2, would have been in effect but for the measure.

10. Notwithstanding the provisions of this Article, no Party may impose an ASEAN-Korea FTA safeguard measure on a good to which actions are being applied pursuant to Article XIX of GATT 1994 and the WTO Agreement on Safeguards. When a Party intends to apply, pursuant to Article XIX of GATT 1994 and the WTO Agreement on Safeguards, an action on a good to which ASEAN-Korea FTA safeguard measure is being applied, it shall terminate the ASEAN-Korea FTA safeguard measure prior to the imposition of the action to be applied pursuant to Article XIX of GATT 1994 and the WTO Agreement on Safeguards.

11. All official communications and documentations exchanged among the Parties and to the Implementing Committee relating to any ASEAN-Korea FTA safeguard measures shall be in writing and shall be in the English language.

Article 10
Measures to Safeguard the Balance of Payments

Where a Party is in serious balance of payments and external financial difficulties or threat thereof, it may, in accordance with GATT 1994, which includes the Understanding on Balance-of-Payments Provisions of GATT

以及世界贸易组织保障措施协定第9条、第13条和第14条。因此，世界贸易组织保障措施协定的其他条款应作相应调整，并构成本协议的组成部分。

7. 东盟-韩国自由贸易协定保障措施不得针对源自一方领土的产品，只要该产品在进口方中的进口份额不超过总进口额的3%。

8. 在根据世界贸易组织保障措施协定第8条寻求对东盟-韩国自由贸易协定保障措施的补偿时，有关缔约方应寻求执行委员会的斡旋，以确定在采取保障措施之前，本协定下保障措施实施方与受该措施影响的出口方之间存在的实质等效的让步水平。由斡旋产生的任何程序应在东盟-韩国自由贸易协定保障措施实施之日起九十（90）天内完成。

9. 在一方终止对某产品的东盟-韩国自由贸易协定保障措施时，该产品的关税税率应根据附件1和2中该方的关税减让和消除计划，在未采取该措施的情况下本应生效的税率。

10. 不论本条有何规定，任何一方不得对正在根据1994年关税及贸易总协定第十九条和世界贸易组织保障措施协定采取行动的货物实施东盟-韩国自由贸易协定保障措施。当一方打算根据1994年关税及贸易总协定第十九条和世界贸易组织保障措施协定对正在实施东盟-韩国自由贸易协定保障措施的货物采取行动时，它应在根据1994年关税及贸易总协定第十九条和世界贸易组织保障措施协定将采取的行动实施之前终止东盟-韩国自由贸易协定保障措施。

11. 所有缔约方之间以及与执行委员会就任何东盟-韩国自由贸易协定保障措施交换的官方通信和文件都应采用书面形式，并使用英语。

第10条 国际收支保障措施

当一方处于严重的国际收支和外部金融困难或面临此类困难时，根据1994年关税及贸易总协定，该方可以采取限制性进口措施。在采取此类措施时，该方应立即与其他缔约方磋商。

1994, adopt restrictive import measures. In adopting such measures, the Party shall immediately consult with the other Parties.

Article 11
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 among the Parties where the same conditions prevail, or a disguised restriction on international trade, nothing in this Agreement shall be construed to prevent the adoption or enforcement by a Party of measures:

- (a) necessary to protect public morals;
- (b) necessary to protect human, animal or plant life or health;
- (c) relating to the importations or exportations of gold or silver;
- (d) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Agreement, including those relating to customs enforcement, the enforcement of monopolies operated under paragraph 4 of Article II and Article XVII of GATT 1994, the protection of patents, trademarks and copyrights, and the prevention of deceptive practices;
- (e) relating to the products of prison labour;
- (f) imposed for the protection of national treasures of artistic, historic or archaeological value;
- (g) relating to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption;
- (h) undertaken in pursuance of the obligations under any intergovernmental commodity agreement which conforms to criteria submitted to the WTO and not disapproved by it or which is itself so submitted and not so disapproved;
- (i) involving restrictions on exports of domestic materials necessary to ensure essential quantities of such materials to a domestic processing industry during periods when the domestic price of such materials is held below the world price as part of a governmental stabilisation plan, provided that such restrictions shall not operate to increase the exports of or the

1994, 采取限制性进口措施。在采取此类措施时，该方应立即与其他缔约方磋商。

第11条 一般例外

确保此类措施不会以任意或不公平的方式适用于缔约方，其中相同条件 prevails，或构成隐蔽性的国际贸易限制，本协议中的任何内容均不得解释为阻止一方采取或执行措施：

- (a) 必要的以保护公共道德； (b) 必要的以保护人类、动物或植物的生命或健康； (c) 与黄金或白银的进出口有关； (d) 必要的以确保遵守与本协议条款不一致的法律或法规，包括与海关执法、第II条第4款和1994年关税及贸易总协定第XVII条项下的垄断实施、专利、商标和版权的保护以及防止欺骗性做法有关的法律或法规； (e) 与囚犯劳动产品有关； (f) 为保护具有艺术、历史或考古价值的国家宝藏而实施； (g) 与不可再生自然资源的保护有关，如果此类措施与国内生产或消费的限制相结合生效； (h) 为执行符合提交给世界贸易组织并经其批准的标准或本身提交并经其批准的任何政府间商品协定项下的义务而采取； (i) 涉及对国内材料的出口限制，这些材料对于确保国内加工工业在材料国内价格因政府稳定计划而维持在低于世界价格期间的必要数量是必要的，前提是此类限制不得增加此类国内产业的出口，也不得违反本协议中关于非歧视的规定；和

protection afforded to such domestic industry, and shall not depart from the provisions of this Agreement relating to non-discrimination; and

- (j) essential to the acquisition or distribution of products in general or local short supply, provided that any such measures shall be consistent with the principle that all Parties are entitled to an equitable share of the international supply of such products, and that any such measures, which are inconsistent with the other provisions of this Agreement shall be discontinued as soon as the conditions giving rise to them have ceased to exist.

Article 12
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;
- (b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests, including but not limited to:
 - (i) action relating to fissionable materials or the materials from which they are derived;
 - (ii) action 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) action taken so as to protect critical communications infrastructure from deliberate attempts intended to disable or degrade such infrastructure;
 - (iv) action taken in time of war or other emergency in domestic or 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.

此类国内产业所获得的保护，并且不得偏离本协议中关于非歧视的规定；和

- (j) 对获取或分配一般或当地短缺的产品至关重要，前提是任何此类措施应与所有缔约方均有权获得此类产品国际供应的公平份额的原则相一致，并且任何与本协议其他条款不一致的此类措施，应在导致其产生的情况停止存在后立即停止。

第12条 安全例外

本协议的任何规定均不得解释为：

- (a) 要求任何一方提供其认为与其基本安全利益相悖的信息；(b) 阻止任何一方采取其认为对其基本安全利益保护所必需的行动，包括但不限于：(i) 与裂变材料或其来源材料相关的行动；(ii) 与武器、弹药和战争器械的交易行动，以及为向军事设施直接或间接供应而进行的其他商品和材料的交易行动；(iii) 采取保护关键通信基础设施免受旨在使其瘫痪或退化的故意企图的行动；(iv) 在国内或国际关系的战争或其他紧急时期采取的行动；或
- (c) 防止任何一方采取任何行动，以履行其根据联合国宪章维护国际和平与安全的义务。

Article 13
Regional and Local Government

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

Article 14
Institutional Arrangements

The institutions as provided for in Article 5.3 of the Framework Agreement shall oversee, supervise, coordinate and review, as appropriate, the implementation of this Agreement.

Article 15
Review

1. The AEM+Korea or their designated representatives shall meet within one year of the date of entry into force of this Agreement and then biennially or otherwise as appropriate to review this Agreement for the purpose of considering further measures to liberalise trade in goods as well as develop disciplines and negotiate agreements on matters referred to in Article 7 or any other relevant matters as may be agreed.

2. The Parties shall, taking into account their respective experiences in the implementation of this Agreement, review the Sensitive Track in 2012 and every three years thereafter with a view to improving the market access condition of sensitive goods, including the further possible reduction of the number of goods in the Sensitive Track and the conditions governing the reciprocal tariff rate treatment of goods placed by a Party in the Sensitive Track.

Article 16
Annexes and Future Legal Instruments

1. The Annexes and Appendices shall form an integral part of this Agreement.

第13条 区域和地方政府

在履行本协议项下的义务和承诺时，每一方应确保其领土内的区域和地方政府或机构以及在其领土内行使中央、区域或地方政府或机构授予的权力的非政府机构遵守这些义务和承诺。

第14条 机构安排

框架协议第5.3条所规定的机构应当监督、协调和审查本协议的实施。

第15条 审
查

1. AEM+韩国或其指定代表应在本协议生效之日起一年内会晤，并随后每两年或按适当方式举行会议，以审查本协议，目的是考虑进一步采取商品贸易自由化措施，以及制定纪律和就第7条所述事项或任何其他经协商同意的相关事项进行谈判。

2. 各方应结合各自在本协议实施中的经验，于2012年审查敏感轨道，并此后每三年审查一次，以改善敏感商品的市场准入条件，包括进一步减少敏感轨道中的商品数量，以及管理一方将商品置于敏感轨道的互惠关税待遇的条件。

第16条附件和未来法律文件

1. 附件应构成本协议的组成部分。

2. The Parties may adopt legal instruments in the future pursuant to the provisions of this Agreement. Upon their respective entry into force, such instruments shall form part of this Agreement.

Article 17 Amendments

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

Article 18 Relations to Other Agreements

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 the existing agreements to which it is a party.

Article 19 Dispute Settlement

Unless otherwise provided in this Agreement, any dispute concerning the interpretation, implementation or application of this Agreement shall be resolved through the procedures and mechanism as set out in the Agreement on Dispute Settlement Mechanism under the Framework Agreement.

Article 20 Depositary

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

Article 21 Entry into Force

1. This Agreement shall enter into force on 1 July 2006, provided that at least one ASEAN Member Country and Korea are among the Signatory Countries that have by then notified all the other Parties in writing of the completion of their internal procedures. In the event this Agreement does not enter into force on 1 July 2006, it shall enter into force on the first day of the second month following the latter date on which at least one ASEAN Member

2. 缔约方可根据本协议的规定在未来制定法律文件。在其分别生效时，此类文件应构成本协议的一部分。

第十七条 修正案

本协议的条款可以通过缔约方书面协商一致的方式通过修正案进行修改。

第十八条 与其他协议的关系

除非本协议另有规定，本协议或根据本协议采取的任何行动不得影响或使一方在本协议是缔约方的现有协议项下的权利和义务。

第十九条 争端解 决

除非本协议另有规定，任何关于对本协议的解释、实施或适用的争端应通过框架协议项下的争端解决机制协议中规定的方式和机制解决。

第20条 保管

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一份经认证的副本。

第21条 生效

1. 本协议应于2006年7月1日生效，前提是当时已通知所有其他缔约方的签署国中至少有一个东盟成员国和韩国完成了其内部程序。如果本协议未能在2006年7月1日生效，则应于至少有一个东盟成员国和韩国通知所有其他缔约方已完成其内部程序的日期后的第二个月的第一个日历日生效。

Country and Korea have notified all the other Parties in writing of the completion of their internal procedures.

2. 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.

3. Where a Party is unable to complete its internal procedures for the entry into force of this Agreement by the date as set out in paragraph 1, this Agreement shall come into force for that Party upon the date of notification of the completion of its internal procedures. The Party concerned, however, shall be bound by the same terms and conditions of this Agreement, including any further commitments that may have been undertaken by the other Parties under this Agreement by the time of such notification, as if it had notified all the other Parties in writing of the completion of its internal procedures before the date of entry into force of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement on Trade in Goods under the Framework Agreement on Comprehensive Economic Cooperation among the Governments of the Member Countries of the Association of Southeast Asian Nations³ and the Republic of Korea.

DONE at Kuala Lumpur, Malaysia, on this twenty fourth day of August 2006 in duplicate copies in the English language.

³ The Parties agree that the Kingdom of Thailand may sign this Agreement at a later date provided that she complies with all conditions required of a Party and submit all necessary documents required of a Party to Korea and ASEAN Secretariat.

Country和韩国已通知所有其他缔约方已完成其内部程序。

2. 一方在其内部程序完成本协议的生效后，应以书面形式通知所有其他方。

3. 如果一方未能按照第1段规定的日期完成其内部程序以使本协议生效，则本协议应在该方通知其内部程序完成之日起对该方生效。然而，有关方应受本协议相同条款和条件的约束，包括在该通知时其他方可能已根据本协议作出的任何进一步承诺，就好像它在本协议生效日期之前已书面通知所有其他方其内部程序已完成一样。

兹证明，以下签署人已获授权，根据东南亚国家联盟成员国政府间全面经济合作框架协议，签署本关于商品贸易的协议³ 和韩国共和国。

于马来西亚吉隆坡完成，在2006年8月二十四日，一式两份，使用英文。

³ 缔约方同意，泰国王国可以在稍后日期签署本协议，前提是她遵守对缔约方提出的所有条件，并将向韩国和东盟秘书处提交缔约方要求的所有必要文件。

For the Government of Brunei Darussalam

LIM JOCK SENG
Second Minister of Foreign Affairs and Trade

For the Royal Government of Cambodia

CHAM PRASIDH
Senior Minister and Minister of Commerce

For the Government of the Republic of Indonesia

MARI ELKA PANGESTU
Minister of Trade

为文莱达鲁萨兰政府

林乔生
外交与贸易次大臣

为柬埔寨皇家政府

陈帕西迪
高级部长和商业部长

为印度尼西亚共和国政府

玛丽·埃尔卡·潘格estu
贸易部长

For the Government of the Lao People's Democratic Republic

NAM VIYAKETH
Minister of Industry and Commerce

For the Government of Malaysia

RAFIDAH AZIZ
Minister of International Trade and Industry

For the Government of the Union of Myanmar

U SOE THA
Minister for National Planning and Economic Development

为老挝人民民主共和国政府

南维雅凯特
工业和商业部长

马来西亚政府

拉菲达·阿齐兹
国际贸易和工业部长

缅甸联邦政府

吴梭他
国家计划和经济发展部长

For the Government of the Republic of the Philippines

PETER B. FAVILA
Secretary of Trade and Industry

For the Government of the Republic of Singapore

LIM HNG KIANG
Minister for Trade and Industry

For the Government of the Socialist Republic of Vietnam

TRUONG DINH TUYEN
Minister of Trade

For the Government of the Republic of the Philippines

彼得·B·法维拉
贸易和工业部长

为新加坡共和国政府

李光耀
贸易和工业部长

为越南社会主义共和国政府

阮丁泰
贸易部长

For the Government of the Republic of Korea

KIM HYUN-CHONG
Minster for Trade

韩国共和国政府

金炫钟
贸易部长

- Annex 1:** Modalities for Tariff Reduction and Elimination for Tariff Lines Placed in the Normal Track.
- Annex 2:** Modalities for Tariff Reduction and Elimination for Tariff Lines Placed in the Sensitive Track.
- Annex 3:** Rules of Origin

- 附件1： 正常轨道关税线的关税减让和消除方式。
- 附件2： 敏感轨道关税线关税减让和消除方式。
- 附件3： 原产地规则