

AGREEMENT BETWEEN
 JAPAN AND BRUNEI DARUSSALAM
 FOR AN ECONOMIC PARTNERSHIP

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日本与文莱达鲁萨兰经济伙伴关系协议

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Preamble

Japan and Brunei Darussalam,

Inspired by the warm friendship and strong economic and political ties, which have developed through mutually beneficial cooperation and shared regional interests;

Determined to enhance their relationship by forging mutually beneficial economic partnership through liberalisation and facilitation of trade and investment, and cooperation;

Recognising that a dynamic and rapidly changing global environment brought about by globalisation and technological progress presents various economic and strategic challenges and opportunities to the Parties;

Reaffirming that the economic partnership will provide a useful framework for enhanced cooperation and serve the common interests of the Parties in various fields as agreed in this Agreement and lead to the improvement of economic efficiency and the development of trade, investment and human resources;

Recognising that the economic partnership would create larger and new market, and enhance the attractiveness and vibrancy of their markets;

Recognising that economic development, social development and environmental protection are interdependent and mutually reinforcing components of sustainable development and that the economic partnership can play an important role in promoting sustainable development;

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, April 15, 1994;

Convinced that this Agreement would open a new era for the relationship between the Parties; and

Determined to establish a legal framework for an economic partnership between the Parties;

HAVE AGREED as follows:

序言

日本和文莱达鲁萨兰,

受通过互利合作和共同区域利益发展起来的温暖友谊和紧密的经济和政治关系的启发;

决心通过自由化和贸易及投资便利化, 以及合作, 建立互利经济伙伴关系, 以加强他们的关系;

认识到由全球化和技术进步带来的动态且快速变化的全球环境给缔约方带来了各种经济 and 战略挑战和机遇;

重申经济伙伴关系将为加强合作提供一个有用的框架, 并服务于本协议中约定的各领域共同利益, 并导致经济效率的提高以及贸易、投资和人力资源的发展;

认识到经济伙伴关系将开拓更大和新的市场, 并增强其市场的吸引力和活力;

认识到经济发展、社会发展及环境保护是可持续发展的相互依存、相互促进的组成部分, 且经济伙伴关系可在促进可持续发展方面发挥重要作用;

回顾1994年关税及贸易总协定之一般协定及马拉喀什建立世界贸易组织协定附件1A和附件1B中分别载有的第XXIV条和第V条;

相信本协议将为缔约方关系开启一个新纪元; 并

决心建立缔约方之间经济伙伴关系的法律框架;

HAVE AGREED as follows:

Chapter 1
General Provisions

Article 1
Objectives

The objectives of this Agreement are to:

- (a) liberalise and facilitate trade in goods and services between the Parties;
- (b) increase investment opportunities and strengthen protection for investments and investment activities in the Parties;
- (c) establish a framework for further bilateral cooperation and improvement of business environment; and
- (d) create effective procedures for the implementation and application of this Agreement and for the resolution of disputes.

Article 2
General Definitions

For the purposes of this Agreement:

- (a) “Area” means:
 - (i) with respect to Brunei Darussalam, the territory of Brunei Darussalam including its territorial sea, extending to the airspace above such territory, over which it exercises sovereignty, and the maritime area beyond its territorial sea, including sea-bed and subsoil, which has been or may hereafter be designated under the laws of Brunei Darussalam, over which it exercises its sovereign rights and jurisdiction in accordance with international law; and
 - (ii) with respect to Japan, the territory of Japan, and all the area beyond its territorial sea, including the sea-bed and subsoil thereof, over which Japan exercises sovereign rights or jurisdiction in accordance with international law and the laws and regulations of Japan;

第一章 一般规定 条款1 目标

本协议的目标是:

- (a) 促进和便利缔约方之间的货物和服务贸易; (b) 增加缔约方之间的投资机会, 并加强对投资和投资活动的保护; (c) 建立进一步双边合作和改善营商环境的框架; 以及 (d) 为本协议的实施和应用以及争议的解决创建有效程序。第 2 条 一般定义

就本协议而言:

(a) “区域”是指:

- (i) 就文莱达鲁萨兰而言, 文莱达鲁萨兰的领土, 包括其领海, 延伸至其领土上空的领空, 该国对其行使主权, 以及其领海以外的海域, 包括海底和底土, 该海域已根据文莱达鲁萨兰的法律被指定或将来可能被指定, 该国根据国际法对其行使主权权利和管辖权; 以及

- (ii) 关于日本, 日本的领土, 以及其领海以外的一切区域, 包括其海底和底土, 日本根据国际法以及日本的法律和法规行使主权权利或管辖权的区域;

Note: Nothing in this subparagraph 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, done at Montego Bay, December 10, 1982.

- (b) “customs authority” means the authority that, according to the legislation of each Party or non-Parties, is responsible for the administration and enforcement of customs laws and regulations. In the case of Japan, the Ministry of Finance, and in the case of Brunei Darussalam, the Royal Customs and Excise Department;
- (c) “GATS” means the General Agreement on Trade in Services in Annex 1B to the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, April 15, 1994, as may be amended;
- (d) “GATT 1994” means the General Agreement on Tariffs and Trade 1994 in Annex 1A to the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, April 15, 1994, as may be amended. For the purposes of this Agreement, references to articles in the GATT 1994 include the interpretative notes;
- (e) “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, as may be amended, and adopted and implemented by the Parties in their respective laws;
- (f) “Parties” means Japan and Brunei Darussalam and “Party” means either Japan or Brunei Darussalam; and
- (g) “WTO Agreement” means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, April 15, 1994, as may be amended.

Article 3 Transparency

1. Each Party shall make publicly available its laws, regulations and judicial decisions of general application as well as international agreements to which the Party is a party, that pertain to, or affect any matter covered by this Agreement.

注释：本分款中的任何内容均不影响国际法下缔约方的权利和义务，包括根据联合国海洋法公约的规定，于1982年12月10日在蒙特哥贝签署的。

(b) “海关当局”是指根据每一缔约方或非缔约方的立法负责海关法律和法规的行政和执行当局。在日本，是指财政部；在文莱达鲁萨兰，是指皇家海关和税务部门；(c) “服务贸易总协定”是指马拉喀什建立世界贸易组织协定附件1B中的服务贸易总协定，于1994年4月15日在马拉喀什签署，并可修订；(d) “1994年关税及贸易总协定”是指马拉喀什建立世界贸易组织协定附件1A中的1994年关税及贸易总协定，于1994年4月15日在马拉喀什签署，并可修订。就本协议而言，对1994年关税及贸易总协定中条款的引用包括解释性注释；(e) “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中规定的协调商品描述和编码制度，并可修订，由缔约方在其各自的法律中采纳和实施；(f) “缔约方”是指日本和文莱达鲁萨兰，“方”是指日本或文莱达鲁萨兰；以及(g) “世界贸易组织协定”是指马拉喀什建立世界贸易组织协定，于1994年4月15日在马拉喀什签署，并可修订。第3条

透明度

1. 每一方应当公开其普遍适用的法律、法规和司法判决，以及其作为一方参与的国际协议，这些法律、法规和司法判决与本协议所涵盖或影响的任何事项有关。

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

3. Each Party shall, upon the request by the other Party, within a reasonable period of time, respond to specific questions from, and provide information to, the other Party in the English language with respect to matters referred to in paragraph 1.

Article 4 Administrative Procedures

1. Where administrative decisions which pertain to or affect the implementation and operation of this Agreement are taken by the competent authorities of the Government of a Party, the competent authorities shall, in accordance with the applicable laws and regulations of the Party:

- (a) inform the applicant of the decision within a reasonable period of time after the submission of the application considered complete under the laws and regulations of the Party, taking into account the established standard period of time referred to in paragraph 3; and
- (b) provide, within a reasonable period of time, information concerning the status of the application, at the request of the applicant.

2. The competent authorities of the Government of a Party shall, in accordance with the applicable laws and regulations of the Party, establish standards for taking administrative decisions in response to submitted applications. The competent authorities shall:

- (a) make such standards as specific as possible; and
- (b) make such standards publicly available except when it would extraordinarily raise administrative difficulties for the Government of the Party.

3. The competent authorities of the Government of a Party shall, in accordance with the applicable laws and regulations of the Party, endeavour to:

- (a) establish standard periods of time between the receipt of applications by the competent authorities and the administrative decisions taken in response to submitted applications; and

2. 每一方应当向公众容易地提供第1段所述的法律和法规的责任机构的名称和地址。

3. 每一方应根据另一方的要求，在合理期限内，以英语就第1段所述事项向另一方回答具体问题并提供信息。

Article 4 Administrative Procedures

1. 当涉及或影响本协议实施和运营的行政决定由一方政府的主管当局作出时，该主管当局应根据该方适用法律法规：

(a) 在根据该方法律法规被视为完整的申请提交后，在考虑第3段所述的标准期限的前提下，于合理期限内通知申请人决定；以及 (b) 在合理期限内，应申请人请求，提供有关申请状态的信息。

2. 一方政府的主管当局应根据该方适用法律法规，为应对提交的申请建立作出行政决定的标准。该主管当局应：

(a) 使此类标准尽可能具体；以及 (b) 使此类标准除因将使一方政府产生异常行政困难时外，均向公众公开。

3. 一方政府的主管当局应根据该方适用法律法规，努力做到：

(a) 建立标准期限，即主管当局收到申请至作出相应行政决定之间的时间；以及

(b) make publicly available such periods of time, if established.

4. The competent authorities of the Government of a Party shall, in accordance with the applicable laws and regulations of the Party, prior to any final decision which adversely affects the interests of a person, provide that person with:

- (a) a reasonable notice, including a description of the nature of the measure, specific provisions upon which such measure will be based, and the facts which may be a cause of taking such measure; and
- (b) a reasonable opportunity to present facts and arguments in support of position of such person,

provided that time, nature of the measure and public interest permit.

Article 5 Review and Appeal

1. Each Party shall maintain judicial or administrative tribunals or procedures for the purpose of prompt review and, where justified, appropriate remedies for actions taken by its Government regarding matters covered by this Agreement. Such tribunals or procedures shall be impartial.

2. Each Party shall ensure that the parties in any such tribunals or procedures are provided with the right to:

- (a) a reasonable opportunity to support or defend their respective positions; and
- (b) a decision based on the evidence and submissions of record.

3. Each Party shall ensure, subject to appeal or further review as provided for in its applicable laws and regulations, that such decision is implemented by the relevant authorities with respect to the action at issue which is taken by its Government.

(b) 如果已建立，则向公众公开这些期限。

4. 一方政府的主管当局应当，在作出任何对个人利益产生不利影响的最终决定之前，根据该方适用法律法规，向该个人提供：

(a) 合理通知，包括措施的性质、将依据的具体规定以及采取该措施可能的原因的事实；以及 (b) 合理的机会陈述支持该个人立场的理由，

前提是时间、措施的性质和公共利益允许。

第5条 审查和申诉

1. 每一方应当维持司法或行政法庭或程序，以便迅速审查，并在必要时为该方政府就本协议所涵盖事项采取的行动提供适当的补救措施。此类法庭或程序应当是公正的。

2. 每一方应当确保任何此类法庭或程序中的当事人都享有以下权利：

(a) 合理机会支持或捍卫其各自立场；以及 (b) 基于证据和案卷提交的决定。

3. 每一方应确保，根据其适用法律法规中规定的上诉或进一步审查程序，相关当局就其政府采取的相关行动实施该决定。

Article 6
Confidential Information

1. Each Party shall, in accordance with its laws and regulations, maintain the confidentiality of information provided in confidence by the other Party pursuant to this Agreement. Such information shall be used only for the purposes specified, and shall not be otherwise disclosed without the specific permission of the Party providing the information.
2. Nothing in this Agreement shall be construed to require a Party to provide confidential information, the disclosure of which would:
 - (a) be contrary to the public interest;
 - (b) impede enforcement of its laws and regulations; or
 - (c) prejudice legitimate commercial interests of particular enterprises, public or private.
3. In the event of the termination of this Agreement, the Parties agree that the provision of this Article shall continue to apply.

Article 7
Taxation

1. Unless otherwise provided for in this Agreement, the provisions of this Agreement shall not apply to any taxation measures.
2. Articles 3 and 6 shall apply to taxation measures, to the extent that the provisions of this Agreement are applicable to such taxation measures.

Article 8
General and Security Exceptions

1. For the purposes of Chapters 2,3,4,5 other than Article 64, and 7, Article XX of the GATT 1994 is incorporated into and forms part of this Agreement, *mutatis mutandis*.
2. For the purposes of Chapter 5 other than Article 64, and Chapter 6, Article XIV of the GATS is incorporated into and forms part of this Agreement, *mutatis mutandis*.
3. Nothing in this Agreement other than Article 64, shall be construed:

第6条 机密信息

1. 每一方应根据其法律法规，维持根据本协议由另一方以保密方式提供的信息的保密性。该等信息应仅用于指定用途，未经提供信息的另一方特别许可，不得以其他方式披露。
2. 本协议任何条款均不得解释为要求一方提供机密信息，其披露将：
 - (a) 违反公共利益；(b) 妨碍其法律法规的执行；或 (c) 损害特定企业（公有或私有）的合法商业利益。
3. 如本协议终止，双方同意本条款的规定应继续适用。

第7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. 第3条和第6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。

Article 8
General and Security Exceptions

1. 除第64条外，为第2、3、4、5章和第7章之目的，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，相应修改。
2. 除第64条外，为第5章和第6章之目的，服务贸易总协定第14条并入本协议并构成本协议的一部分，相应修改。
3. 本协议除第64条外，任何规定均应 be construed:

- (a) to require a Party to furnish any information, the disclosure of which it considers contrary to its essential security interests;
- (b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests:
 - (i) relating to the production or supply of, or traffic in, arms, ammunition and implements of war and to such production or supply of, or traffic in, other goods and materials, or such supply of services, as is carried on directly or indirectly for the purpose of supplying or provisioning a military establishment;
 - (ii) taken in time of war, or armed conflict, or other domestic or international emergency; or
 - (iii) relating to fissionable and fusionable materials or the materials from which they are derived; or
- (c) to prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

4. In cases where a Party takes any measure or action pursuant to this Article, the Party shall make reasonable effort to notify the other Party of the description of such measure or action either before the measure or action is taken or as soon as possible thereafter.

Article 9 Relation to Other Agreements

1. The Parties reaffirm their rights and obligations under the WTO Agreement or any other agreements to which both Parties are parties.
2. In the event of any inconsistency between this Agreement and the WTO Agreement or any other agreements to which both Parties are parties, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution, taking into consideration general principles of international law.

(a)要求一方提供任何信息，一方认为其披露与其基本安全利益相悖；(b)阻止一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)涉及武器、弹药和战争工具的生产或供应，或交易，以及与生产或供应，或交易其他货物和材料，或此类服务供应相关的活动，这些活动直接或间接地为供应或为军事设施提供而进行；(ii)在战争时期、武装冲突或其他国内或国际紧急状态时采取；(iii)涉及裂变材料和聚变材料或其来源材料；或(c)阻止一方根据联合国宪章为其维护国际和平与安全而履行的任何义务采取行动。

4. 在一方根据本条款采取任何措施或行动的情况下，该方应尽合理努力在措施或行动采取之前或之后尽快通知另一方该措施或行动的描述。

第9条 与其他协议的关系

1. 各方重申其根据世界贸易组织协定或任何一方均为缔约方的其他协议所享有的权利和义务。
2. 如本协议与世界贸易组织协定或缔约方均为其缔约方的任何其他协议之间存在任何不一致，缔约方应立即相互磋商，以寻求相互满意的解决方案，并考虑国际法基本原则。

Article 10
Implementing Agreement

The Governments of the Parties shall conclude a separate agreement setting forth the details and procedures for the implementation of this Agreement (hereinafter referred to in this Agreement as "the Implementing Agreement").

Article 11
Joint Committee

1. A Joint Committee shall be established under this Agreement.
2. The functions of the Joint Committee shall be:
 - (a) reviewing and monitoring the implementation and operation of this Agreement;
 - (b) considering and recommending to the Parties any amendments to this Agreement;
 - (c) supervising and coordinating the work of all Sub-Committees established under this Agreement;
 - (d) adopting:
 - (i) Operational Procedures referred to in Chapter 3; and
 - (ii) any necessary decisions; and
 - (e) carrying out other functions as the Parties may agree.
3. The Joint Committee:
 - (a) shall be composed of representatives of the Parties; and
 - (b) may establish and delegate its responsibilities to Sub-Committees.
4. The Joint Committee shall meet at such venues and times as may be agreed by the Parties.

Article 12
Communications

Each Party shall designate an enquiry point to facilitate communications between the Parties on any matter relating to this Agreement.

第10条 实施协议

缔约方政府应缔结单独协定，规定本协议的实施细节和程序（以下简称本协议中为“实施协议”）。

第11条 联合委员会

1. 应根据本协议设立联合委员会。
2. 联合委员会的职能如下：
 - (a) 审查和监督本协议的实施和运营；
 - (b) 审议并向缔约方提出对本协议的修订建议；
 - (c) 监督和协调根据本协议设立的各分委员会的工作；
 - (d) 通过：(i) 第3章中提到的操作程序；以及 (ii) 任何必要决定；以及
 - (e) 执行缔约方可能同意的其他职能。
3. 联合委员会：
 - (a) 应由缔约方代表组成；以及
 - (b) 可以建立并将其职责委托给分委员会。
4. 联合委员会应在缔约方同意的地点和时间举行会议。

第12条 通讯

每一方应指定一个咨询点，以促进缔约方之间就与本协议有关的任何事项进行通讯。

Chapter 2
Trade in Goods

Article 13
Definitions

For the purposes of this Chapter:

- (a) “bilateral safeguard measure” means a bilateral safeguard measure provided for in paragraph 2 of Article 21;
- (b) “customs duty” means any customs or import duty and a charge of any kind, including any form of surtax or surcharge, 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 the GATT 1994, in respect of the like goods or, directly competitive or substitutable goods of the Party 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 pursuant to a Party’s law and applied consistently with the provisions of Article VI of the GATT 1994, the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994, as may be amended, and the Agreement on Subsidies and Countervailing Measures in Annex 1A to the WTO Agreement, as may be amended; or
 - (iii) fees or other charges commensurate with the cost of services rendered;
- (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;

第2章 货物贸易
第13条 定义

本章的目的:

(a) “双边保障措施”是指根据第21条第2款规定提供双边保障措施; (b) “关税”是指与进口货物相关的任何关税或进口税以及任何种类的费用, 包括任何形式的附加税或附加费, 但不包括: (i) 等同于内部税的费用

与1994年关税及贸易总协定第3条第2款的规定一致, 在类似货物或该方直接竞争或可替代的货物方面, 或在与进口货物制造或全部或部分生产有关的货物方面;

(ii) 根据一方的法律适用反倾销或反补贴税根据一方的法律, 并按照1994年关税及贸易总协定第6条、1994年关税及贸易总协定第六条实施协定(如经修订)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(如经修订)的规定一致适用; 或

(iii) 费用或其他与所提供服务的成本相当的费用;

(c) “货物海关估价”是指为对进口货物征收从价关税而确定货物的价值; (d) “国内产业”是指生产商作为一个

一方的同类或直接竞争货物, 或其同类或直接竞争货物的总产量构成该类货物国内总产量的主要比例的货物;

- (e) “export subsidies” means export subsidies listed in subparagraphs 1(a), (b), (c), (d), (e) and (f) of Article 9 of the Agreement on Agriculture in Annex 1A to the WTO Agreement, as may be amended (hereinafter referred to in this Chapter as “the Agreement on Agriculture”);
- (f) “originating good” means a good which qualifies as an originating good under the provisions of Chapter 3;
- (g) “provisional bilateral safeguard measure” means a provisional bilateral safeguard measure provided for in subparagraph 9(a) of Article 21;
- (h) “serious injury” means a significant overall impairment in the position of a domestic industry; and
- (i) “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

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

Article 16 Elimination of Customs Duties

1. Except as otherwise provided for in this Agreement, each Party shall eliminate its customs duties on originating goods of the other Party in accordance with its Schedule in Annex 1.
2. Except as otherwise provided for in this Agreement, neither Party shall increase any customs duty on originating goods of the other Party from the rate to be applied in accordance with its Schedule in Annex 1.

(e) “出口补贴”是指附件1A中世界贸易组织协定第3章第9条1(a)、(b)、(c)、(d)、(e)和(f)分款中列明的出口补贴，该协定可能被修订（在本章中以下简称“农业协定”）；(f) “原产货物”是指符合第3章规定的原产货物的货物；(g) “临时双边保障措施”是指第21条9(a)分款规定的临时双边保障措施；(h) “严重损害”是指国内产业地位的重大损害；以及(i) “严重损害威胁”是指基于事实而非仅仅是指控、推测或可能性极小的情况，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。

第15条 国民待遇

每一方应根据1994年关税及贸易总协定第III条给予另一方货物以国民待遇，为此，该协定已纳入本协议并构成本协议的一部分，相应修改。

第16条 关税消除

1. 除本协议另有规定外，每一方应根据附件1中的其附件消除其对另一方原产货物的关税。
2. 除本协议另有规定外，任何一方不得提高另一方原产货物的关税，不得高于附件1中根据其附件所适用的税率。

3. Upon the request of either Party, the Parties shall negotiate on issues such as improving market access conditions on originating goods designated for negotiation in the Schedules in Annex 1, in accordance with the terms and conditions set out in such Schedules.

4. If, as a result of the elimination or reduction of its most-favoured-nation applied rate of customs duty on a particular good, the most-favoured-nation applied rate becomes equal to, or lower than, the rate of customs duty to be applied in accordance with paragraph 1 on the originating good which is classified under the same tariff line as that particular good, each Party shall notify the other Party of such elimination or reduction without delay.

5. In cases where its most-favoured-nation applied rate of customs duty on a particular good is lower than the rate of customs duty to be applied in accordance with paragraph 1 on the originating good which is classified under the same tariff line as that particular good, each Party shall apply the lower rate with respect to that originating good.

Article 17 Customs Valuation

For the purposes of determining the customs value of goods traded between the Parties, 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, as may be amended (hereinafter referred to in this Agreement as "the Agreement on Customs Valuation"), shall apply *mutatis mutandis*.

Article 18 Export Duties

Neither Party shall introduce any export duties on goods exported from the Party to the other Party.

Article 19 Export Subsidies

Neither Party shall introduce any export subsidies on any agricultural good which is listed in Annex 1 to the Agreement on Agriculture.

3. 应任何一方的要求，双方应根据附件1中规定的附件中指定的原产货物谈判改善市场准入条件等问题，并按照此类附件中规定的条款和条件进行谈判。

4. 如果，由于对某项特定货物最惠国适用关税税率的消除或降低，最惠国适用税率等于或低于根据第1段对同一条关税税号下的原产货物应适用的税率，每一方应立即将此种消除或降低通知另一方。

5. 在其最惠国适用关税税率低于根据第1段对同一条关税税号下的原产货物应适用的税率的情况下，每一方应就该项原产货物适用较低税率。

第十七条 海关估价

为确定缔约方之间贸易货物的海关估价，世界贸易组织协定附件1A中1994年关税及贸易总协定第七条实施协定的第一部分的规定，经修订（在本协议中称为“海关估价协定”），应相应修改适用。

条款 18 出口关税

任何一方不得对从一方出口至另一方方的货物征收任何出口关税。

条款 19 出口补贴

任何一方不得对附件1中列出的任何农产品引入出口补贴。

Article 20
Non-tariff Measures

1. Each Party shall not introduce or maintain any non-tariff measures on the importation of any good of the other Party or on the exportation or sale for export of any good destined for the other Party which are inconsistent with its obligations under the WTO Agreement.
2. Each Party shall promote the transparency of its non-tariff measures which are not inconsistent with its obligations under the WTO Agreement.

Article 21
Bilateral Safeguard Measures

1. Subject to the provisions of this Article, each Party may take a bilateral 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 an originating good of the other Party, as a result of the elimination or reduction of a customs duty in accordance with Article 16, is being imported into the former Party in such increased quantities, in absolute terms, and under such conditions that the imports of that originating good constitute a substantial cause of serious injury, or threat of serious injury, to a domestic industry of the former Party.
2. A Party may, as a bilateral safeguard measure:
 - (a) suspend the further reduction of any rate of customs duty on the originating good provided for in this Chapter; or
 - (b) increase the rate of customs duty on the originating good to a level not to exceed the lesser of:
 - (i) the most-favoured-nation applied rate of customs duty in effect at the time when the bilateral safeguard measure is taken; and
 - (ii) the most-favoured-nation applied rate of customs duty in effect on the day immediately preceding the date of entry into force of this Agreement.

第20条 非关税措施

1. 每一方不得引入或维持任何与另一方进口的任何货物或出口或为出口而销售的任何货物（该货物预定供另一方使用）不一致的非关税措施，这些措施与其在世界贸易组织协定项下的义务不一致。
2. 每一方应促进其与所承担的世界贸易组织协定义务不一致的非关税措施的透明度。

第21条 双边保障措施

1. 在本条规定的范围内，如果另一方原产货物因第16条规定的关税消除或减少而进口到另一方，且进口数量（绝对值）和条件达到足以使该原产货物的进口成为该另一方国内产业严重损害或严重损害威胁的实质性原因，每一方可以采取双边保障措施，以最低程度防止或补救该另一方国内产业的严重损害，并促进调整。
2. 一方可以采取双边保障措施：
 - (a) 停止进一步降低本章节规定的原产货物关税税率；或 (b) 提高原产货物关税税率至不超过以下较低者：(i) 双边保障措施采取时有效的最惠国适用关税税率；以及 (ii) 本协议生效日前一天有效的最惠国适用关税税率。

3. (a) A Party may take a bilateral 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 subparagraph 2(c) of Article 4 of the Agreement on Safeguards in Annex 1A to the WTO Agreement, as may be amended (hereinafter referred to in this Article as "the Agreement on Safeguards").
- (b) The investigation referred to in subparagraph (a) shall in all cases be completed within one year following its date of initiation.
- (c) In the investigation referred to in subparagraph (a) to determine whether increased imports of an originating good have caused or are threatening to cause serious injury to a domestic industry under the terms of this Article, the competent authorities of a Party who carry out the investigation shall evaluate all relevant factors of an objective and quantifiable nature having a bearing on the situation of that domestic industry, in particular, the rate and amount of the increase in imports of the originating good in absolute terms, the share of the domestic market taken by the increased imports of the originating good, and the changes in the level of sales, production, productivity, capacity utilisation, profits and losses, and employment.
- (d) The determination that increased imports of an originating good have caused or are threatening to cause serious injury to a domestic industry shall not be made unless the investigation referred to in subparagraph (a) demonstrates, on the basis of objective evidence, the existence of the causal link between increased imports of the originating good and serious injury or threat of serious injury. When factors other than the increased imports of the originating good are causing injury to the domestic industry at the same time, such injury shall not be attributed to the increased imports of the originating good.
4. The following conditions and limitations shall apply with regard to a bilateral safeguard measure:
- (a) A Party shall immediately deliver a written notice to the other Party upon:

3. (a) 一方只有在根据世界贸易组织协定附件1A中保障协定第3条和第4条第2(c)款规定的相同程序，由该方主管当局进行调查后，才能采取双边保障措施（以下简称本条中称“保障协定”）。

(b) 上述第 (a) 款所述的调查，在任何情况下都应在调查启动之日起一年内完成。

(c) 在上述第 (a) 款所述的调查中，为确定原产货物进口增加是否已对或威胁对根据本条款的国内产业造成严重损害，进行调查的一方的主管当局应评估所有与该国内产业情况相关的客观和可量化的相关因素，特别是原产货物进口增加的绝对速率和数量、原产货物进口增加占国内市场的份额，以及销售额、生产、生产力、生产能力利用率、利润和亏损以及就业的变化。

(d) 除非上述第 (a) 款所述的调查基于客观证据证明原产货物进口增加与严重损害或严重损害威胁之间存在因果关系，否则不得作出原产货物进口增加已对或威胁对国内产业造成严重损害的认定。当除原产货物进口增加以外的因素同时导致国内产业受损时，该损害不应归因于原产货物进口增加。

4. 双边保障措施应适用以下条件和限制：

(a) 一方应当立即向另一方交付书面通知，在以下情况下：

- (i) initiating an investigation referred to in subparagraph 3(a) relating to serious injury, or threat of serious injury, and the reasons for it; and
 - (ii) taking a decision to apply or extend a bilateral safeguard measure.
- (b) The Party making the written notice referred to in subparagraph (a), shall provide the other Party 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 the originating good subject to the investigation and its subheading of the Harmonized System, the period subject to the investigation and the date of initiation of the investigation; and
 - (ii) in the written notice referred to in subparagraph (a)(ii), 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 bilateral safeguard measure and its subheading of the Harmonized System, a precise description of the bilateral safeguard measure, and the proposed date of the introduction and expected duration of the bilateral safeguard measure.
- (c) A Party proposing to apply or extend a bilateral safeguard measure shall provide adequate opportunity for prior consultation with the other Party with a view to reviewing the information arising from the investigation referred to in subparagraph 3(a), exchanging views on the bilateral safeguard measure and reaching an agreement on compensation set out in paragraph 5.

- (i) 发起根据所述的调查
第3(a)款关于严重损害，或严重损害威胁，及其理由；以及
 - (ii) 作出适用或延长
双边保障措施的决定。
- (b) 根据第 (a) 款作出书面通知的一方，应当向另一方提供所有相关信息，包括：
- (i) 根据第 (a)(i) 款的书面通知中，调查启动的理由、受调查的原产货物的准确描述及其协调制度子目、调查期和调查启动日期；以及
 - (ii) 根据第 (a)(ii) 款的书面通知中，由原产货物进口增加所造成的严重损害或严重损害威胁的证据、受拟议双边保障措施约束的原产货物的准确描述及其协调制度子目、双边保障措施的准确描述、以及拟议的实施日期和预期期限。
- (c) 一方提出适用或延长双边保障措施时，应与其他方进行事先磋商，以便审查第3(a)款所述调查产生的信息，就双边保障措施交换意见，并就第5款规定的补偿达成协议。

- (d) No bilateral 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 years. However, in very exceptional circumstances, a bilateral safeguard measure may be extended, provided that the total period of the bilateral safeguard measure, including such extensions, shall not exceed four years. In order to facilitate adjustment in a situation where the expected duration of a bilateral safeguard measure is over one year, the Party maintaining the bilateral safeguard measure shall progressively liberalise the bilateral safeguard measure at regular intervals during the period of application.
- (e) No bilateral safeguard measure shall be applied again to the import of a particular originating good which has been subject to such a bilateral safeguard measure, for a period of time equal to the duration of the previous bilateral safeguard measure or one year, whichever is longer.
- (f) Upon the termination of a bilateral safeguard measure, the rate of customs duty shall be the rate which would have been in effect but for the bilateral safeguard measure.
5. (a) A Party proposing to apply or extend a bilateral safeguard measure shall provide to the other Party mutually agreed adequate means of trade compensation in the form of concessions of customs duties whose levels are substantially equivalent to the value of the additional customs duties expected to result from the bilateral safeguard measure.
- (b) If the Parties are unable to agree on the compensation within 30 days after the commencement of the consultation pursuant to subparagraph 4(c), the Party against whose originating good the bilateral safeguard measure is taken shall be free to suspend the application of concessions of customs duties under this Agreement, which are substantially equivalent to the bilateral safeguard measure. The Party exercising the right of suspension may suspend the application of concessions of customs duties only for the minimum period necessary to achieve the substantially equivalent effects.

(d) 除非必要以防止或补救严重损害并促进调整，双边保障措施不得维持，但维持时间不得超过三年。然而，在非常特殊的情况下，双边保障措施可以延长，但包括此类延长的双边保障措施的总期限不得超过四年。为了在双边保障措施的预期期限超过一年时促进调整，维持双边保障措施的一方应在适用期间定期逐步放宽双边保障措施。

(e) 不得再次对已受双边保障措施影响的特定原产货物实施双边保障措施，其期限应等于先前双边保障措施的持续时间或一年，以较长者为准。

(f) 在双边保障措施终止时，关税税率应为若无该双边保障措施则应适用的税率。

5. (a) 提出实施或延长双边保障措施的一方应向另一方提供相互同意的、以关税豁免形式存在的贸易补偿，其水平应与预期由双边保障措施产生的额外关税价值实质性相当。

(b) 如果缔约方未能就补偿问题在根据第4(c)款磋商开始后30天内达成一致，则对其实质性相当的原产货物采取双边保障措施的一方，可以自由暂停适用本协议下与该双边保障措施实质性相当的关税豁免。行使暂停权的一方，仅可将关税豁免的适用暂停至实现实质性相当效果所必需的最短期限。

6. Nothing in this Chapter shall prevent a Party from applying safeguard measures to an originating good of the other Party in accordance with:

(a) Article XIX of the GATT 1994 and the Agreement on Safeguards; or

(b) Article 5 of the Agreement on Agriculture.

7. Each Party shall ensure the consistent, impartial and reasonable administration of its laws and regulations relating to bilateral safeguard measure.

8. Each Party shall adopt or maintain equitable, timely, transparent and effective procedures relating to bilateral safeguard measure.

9. (a) In critical circumstances, where delay would cause damage which it would be difficult to repair, a Party may take a provisional bilateral safeguard measure, which shall take the form of the measure set out in subparagraph 2(a) or (b) pursuant to a preliminary determination that there is clear evidence that increased imports of an originating good of the other Party have caused or are threatening to cause serious injury to a domestic industry.

(b) A Party shall deliver a written notice to the other Party prior to applying a provisional bilateral safeguard measure. Consultations between the Parties on the application of the provisional bilateral safeguard measure shall be initiated immediately after the provisional bilateral safeguard measure is taken.

(c) The duration of a provisional bilateral safeguard measure shall not exceed 200 days. During that period, the pertinent requirements of paragraph 3 shall be met. The duration of the provisional bilateral safeguard measure shall be counted as a part of the period referred to in subparagraph 4(d).

6. 本章的规定不得阻止一方根据以下规定对另一方的原产货物采取保障措施:

(a) 1994年关税及贸易总协定第十九条和保障协定; 或 (b) 农业协定第5条。

7. 每一方应确保其关于双边保障措施的法律和法规得到一致、公正和合理的执行。

8. 每一方应采取或维持与双边保障措施相关的公平、及时、透明和有效的程序。

9. (a) 在紧急情况下, 如果延迟会造成难以修复的损害, 一方可以采取临时双边保障措施, 该措施应采取分款2(a)或(b)中规定的措施形式, 前提是已作出初步认定, 有明确证据表明另一方原产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) 一方在采取临时双边保障措施之前, 应向另一方发出书面通知。临时双边保障措施采取后, 双方应立即就临时双边保障措施的应用进行磋商。

(c) 临时双边保障措施的期限不得超过200天。在此期间, 应满足第3款的有关要求。临时双边保障措施的期限应计入第4款(d)所述期限的一部分。

(d) Subparagraph 4(f) and paragraphs 7 and 8 shall be applied *mutatis mutandis* to a provisional bilateral safeguard measure. The customs duty imposed as a result of a provisional bilateral safeguard measure shall be refunded if the subsequent investigation referred to in subparagraph 3(a) does not determine that increased imports of an originating good of the other Party have caused or threatened to cause serious injury to a domestic industry.

10. A written notice referred to in subparagraphs 4(a) and 9(b) and any other communication between the Parties shall be done in the English language.

11. The Parties shall review the provisions of this Article, if necessary, after five years of the date of entry into force of this Agreement.

Article 22
Restrictions to Safeguard the Balance of Payments

1. 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 the 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, as may be amended.

2. Nothing in this Chapter shall preclude the use by a Party of exchange controls or exchange restrictions in accordance with the Articles of Agreement of the International Monetary Fund, as may be amended.

Chapter 3
Rules of Origin

Article 23
Definitions

For the purposes of this Chapter:

(a) “competent governmental authority” means the authority that is responsible for the issuing of a certificate of origin or for the designation of certification entities or bodies. In the case of Japan, the Ministry of Economy, Trade and Industry, and in the case of Brunei Darussalam, the Ministry of Foreign Affairs and Trade;

(d) 第4款(f)款和第七款及第八款应相应修改地适用于临时双边保障措施。因临时双边保障措施而征收的关税，如果第3款(a)款所述的后续调查未认定另一方的原产货物进口增加已造成或威胁造成对国内产业的严重损害，则应予以退还。

10. 第4(a)分款和第9(b)分款中提到的书面通知以及缔约方之间的任何其他通信应以英语进行。

11. 缔约方应在本协议生效日期后五年内，如有必要，审查本条款的规定。

对Saf的限制 第22条
eguard the 国际收支

1. 本章任何规定均不得解释为禁止一方采取国际收支目的的措施。采取此类措施的一方应按照1994年关税及贸易总协定第12条以及世界贸易组织协定附件1A中关于1994年关税及贸易总协定国际收支条款的谅解，作为可能修订的，所建立的条款执行。

2. 本章任何规定均不得妨碍一方根据国际货币基金组织协定条款，作为可能修订的，使用外汇管制或外汇限制。

第3章 原产地规
则 第23条 定义

本章的目的：

(a) “相关政府主管部门”是指负责签发原产地证书或指定认证机构或实体的主管部门。在日本的情况下，是指经济、贸易和工业部；在文莱达鲁萨兰的情况下，是指外交贸易部；

- (b) “exporter” means a person located in an exporting Party who exports a good from the exporting Party;
- (c) “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 50 percent by nationals of the Parties, or by a juridical person with its head office in either Party, of which the representatives, chairman of the board of directors, and the majority of the members of such board are nationals of the Parties, and which is owned by:
 - (A) nationals or juridical persons of the Parties to an extent of at least 50 percent; or
 - (B) nationals or juridical persons of the Parties, together with nationals or juridical persons of one of the non-Parties which are member countries of the Association of Southeast Asian Nations (hereinafter referred to in this Agreement as “ASEAN”), to an extent of at least 75 percent; and
 - (iv) of which at least 75 percent of the total of the master, officers and crew are nationals of the Parties or non-Parties which are member countries of the ASEAN;
- (d) “fungible originating goods of a Party” or “fungible originating materials of a Party” respectively means originating goods or materials of a Party that are interchangeable for commercial purposes, whose properties are essentially identical;

(b) “出口商”是指在一个出口方境内，从该出口方出口货物的人员；

c) “该方的工厂船”或“该方的船舶”分别指工厂船或船舶：(i) 在该方注册的；(ii) 在该方旗帜下航行的；(iii) 由缔约方国民拥有至少50%所有权，或由其总部设于缔约方之一的法人拥有，该法人的代表、董事会主席以及该董事会多数成员均为缔约方国民，并且该法人由：(A) 缔约方国民或法人拥有至少50%所有权；或 (B) 缔约方国民或法人，以及东南亚国家联盟（以下简称本协议中称“东盟”）成员国的国民或法人共同拥有至少75%所有权；以及 (iv) 其至少75%的船员、高级船员和船员为缔约方或东盟成员国国民；

(d) “该方的可替代原产货物”或“该方的可替代原产材料”分别指为一方在商业目的上可相互替代的原产货物或材料，其特性基本相同；

- (e) “Generally Accepted Accounting Principles” means the recognised consensus or substantial authoritative support within a Party at a particular time as to which economic resources and obligations should be recorded as assets and liabilities, which changes in assets and liabilities should be recorded, how the assets and liabilities and changes in them should be measured, what information should be disclosed and how it should be disclosed, and which financial statements should be prepared. These standards may be broad guidelines of general application as well as detailed practices and procedures;
- (f) “importer” means a person who imports a good into the importing Party;
- (g) “indirect materials” means goods used in the production, testing or inspection of another 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 another good, including:
 - (i) fuel and energy;
 - (ii) tools, dies and moulds;
 - (iii) spare parts and goods used in the maintenance of equipment and buildings;
 - (iv) lubricants, greases, compounding materials and other goods used in production or used to operate equipment and buildings;
 - (v) gloves, glasses, footwear, clothing, safety equipment and supplies;
 - (vi) equipment, devices and supplies used for testing or inspection;
 - (vii) catalysts and solvents; and
 - (viii) any other goods that are not incorporated into another good but whose use in the production of the good can reasonably be demonstrated to be a part of that production;
- (h) “material” means a good that is used in the production of another good;

(e) “公认会计原则”是指一方在特定时间就哪些经济资源和义务应记录为资产和负债、哪些资产和负债的变化应记录、如何计量资产和负债及其变化、应披露哪些信息以及如何披露信息，以及应编制哪些财务报表所形成的公认共识或重大权威支持。这些标准可以是普遍适用的宽泛指南，也可以是详细的实践和程序；(f) “进口方”是指将货物进口到进口方的个人；(g) “间接材料”是指用于生产、测试或检验另一种货物但未物理融入该货物的货物，或用于维护建筑物或与另一种货物的生产相关的设备运作的货物，包括：(i) 燃料和能源；(ii) 工具、模具和模具；(iii) 备件和用于维护设备和建筑物的货物；(iv) 润滑剂、润滑脂、复合材料和其他用于生产或用于操作设备和建筑物的货物；(v) 手套、眼镜、鞋、服装、安全设备和用品；(vi) 用于测试或检验的设备和装置及用品；(vii) 催化剂和溶剂；(viii) 任何未融入另一种货物但其在该货物生产中的使用可以被合理证明是该生产一部分的其他货物；(h) “材料”是指用于

另一货物的生产；

- (i) “originating material of a Party” means an originating good of a Party which is used in the production of another good in the Party, including that which is considered as an originating material of the Party pursuant to paragraph 1 of Article 25;
- (j) “packing materials and containers for shipment” means goods that are used to protect a good during transportation, other than packaging materials and containers for retail sale referred to in Article 34;
- (k) “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
- (l) “production” means a method of obtaining goods including manufacturing, assembling, processing, raising, growing, breeding, mining, extracting, harvesting, fishing, trapping, gathering, collecting, hunting and capturing.

Article 24 Originating Goods

1. Except as otherwise provided for in this Chapter, a good shall qualify as an originating good of a Party where:

- (a) the good is wholly obtained or produced entirely in the Party, as defined in paragraph 2;
- (b) the good is produced entirely in the Party exclusively from originating materials of the Party; or
- (c) the good satisfies the product specific rules set out in Annex 2, as well as all other applicable requirements of this Chapter, when the good is produced entirely in the Party using non-originating materials.

2. For the purposes of subparagraph 1(a), the following goods shall be considered as being wholly obtained or produced entirely in a Party:

- (a) live animals born and raised in the Party;
- (b) animals obtained by hunting, trapping, fishing, gathering or capturing in the Party;
- (c) goods obtained from live animals in the Party;

(i) “一方原产材料”是指一方用于生产另一方货物的原产货物，包括根据第25条第1段被视为一方原产材料材料；(j) “运输包装材料和容器”是指用于在运输过程中保护货物的货物，不包括第34条所述的零售包装材料和容器；(k) “优惠关税待遇”是指根据第16条第1段适用于出口方原产货物的关税税率；以及 (l) “生产”是指通过制造、组装、加工、饲养、种植、繁殖、采矿、开采、收获、捕鱼、捕捉、采集、收集、狩猎和捕获等方法获得货物的行为。第24条

原产货物

1. 除本章另有规定外，一
go货物应视为一方原产货物，其中：

(a) 货物完全在一方获得或生产，如第2段所述定义；(b) 货物完全在一方生产，且仅由一方原产材料生产；或(c) 当货物使用非原产材料完全在一方生产时，货物满足附件2中规定的产品特定规则，以及本章的所有其他适用要求。

2. 就第1(a)款分款而言，下列货物应被视为完全在一方获得或生产：

(a) 该方境内出生和饲养的活动物；(b) 该方境内通过狩猎、捕捉、捕捞、采集或捕获获得的动物；(c) 该方境内从活动物获得的货物；

- (d) plants and plant products harvested, picked or gathered in the Party;
- (e) minerals and other naturally occurring substances, not included in subparagraphs (a), (b), (c) and (d), extracted or taken in the Party;
- (f) goods of sea-fishing and other goods taken by vessels of the Party from the sea outside the territorial sea of the Parties;
- (g) goods produced on board factory ships of the Party, outside the territorial sea of the Party from the goods referred to in subparagraph (f);
- (h) goods taken from the sea-bed or subsoil beneath the sea-bed outside the territorial sea of the Party, provided that the Party has rights to exploit such sea-bed or subsoil in accordance with the provisions of the United Nations Convention on the Law of the Sea, done at Montego Bay, December 10, 1982;
- (i) articles collected in the Party which can no longer perform their original purpose in the Party nor are capable of being restored or repaired and which are fit only for disposal or for the recovery of parts or raw materials;
- (j) scrap and waste derived from manufacturing or processing operations or from consumption in the Party and fit only for disposal or for the recovery of raw materials;
- (k) parts or raw materials recovered in the Party from articles which can no longer perform their original purpose nor are capable of being restored or repaired; and
- (l) goods obtained or produced in the Party exclusively from the goods referred to in subparagraphs (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) and (k).

3. For the purposes of subparagraph 1(c), the product specific rules set out in Annex 2 requiring that the materials used undergo a change in tariff classification or a specific manufacturing or processing operation shall apply only to non-originating materials.

(d) 该方境内收获、采摘或采集的植物和植物产品；(e) 不包括在第 (a)、(b)、(c) 和 (d) 项中的矿物和其他自然物质，该方境内开采或获得的；(f) 该方船舶在缔约方领海以外海域捕捞的海鱼和其他货物；(g) 该方工厂船在缔约方领海以外海域生产的货物，这些货物是指第 (f) 项所述的货物；(h) 该方在缔约方领海以外海底或海底以下地层获得的货物，前提是该方根据1982年12月10日在蒙特哥贝通过的《联合国海洋法公约》的规定享有开发这些海底或海底以下地层的权利；(i) 该方境内收集的物品，这些物品在该方境内已无法实现其原始用途，且无法恢复或修复，仅适用于处置或回收零件或原材料；(j) 制造或加工操作或该方境内消耗所产生的废料和废物，仅适用于处置或回收原材料；(k) 该方境内从已无法实现其原始用途且无法恢复或修复的物品中回收的零件或原材料；以及 (l) 该方境内专门从第 (a)、(b)、(c)、(d)、(e)、(f)、(g)、(h)、(i)、(j) 和 (k) 项所述的货物中获得或生产的货物。

3. 根据第 (c) 款第 1 分款的规定，附件2中规定的、要求所使用材料发生关税分类变更或特定制造或加工操作的产品特定规则，仅适用于非原产材料。

4. (a) For the purposes of subparagraph 1(c), the product specific rules set out in Annex 2 using the value-added method require that the qualifying value content of a good, calculated in accordance with subparagraph (b), is not less than the percentage specified by the rule for the good.

(b) For the purposes of calculating the qualifying value content of a good, the following formula shall be applied:

$$Q.V.C. = \frac{F.O.B. - V.N.M.}{F.O.B.} \times 100$$

Where:

Q.V.C. is the qualifying value content of a good, expressed as a percentage;

F.O.B. is, except as provided for in paragraph 5, the free-on-board value of a good payable by the buyer of the good to the seller of the good, regardless of the mode of shipment, not including any internal excise taxes reduced, exempted, or repaid when the good is exported; and

V.N.M. is the value of non-originating materials used in the production of a good.

5. F.O.B. referred to in subparagraph 4(b) 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, 2, 3, 4, 5, 6, 7 and 8 of the Agreement on Customs Valuation, if there is no free-on-board value of a good.

6. For the purposes of calculating the qualifying value content of a good under subparagraph 4(b), the value of a non-originating material used in the production of the good in a Party:

4. (a) 根据第 (c) 款第 1 分款的规定, 附件2中使用增值方法的产品特定规则要求, 根据第 (b) 款计算的商品的合格价值含量, 不得低于该规则为该商品规定的百分比。

(b) 为计算商品合格价值含量, 应适用以下公式:

$$Q.V.C. = \frac{F.O.B. - V.N.M.}{F.O.B.} \times 100$$

其中:

Q.V.C. 是商品的合格价值含量, 以百分比表示;

F.O.B. 是, 除第5款规定外, 买方向卖方支付的货物离岸价, 无论运输方式如何, 不包括在货物出口时减免、免税或退还的任何内部消费税; 而 V.N.M. 是用于生产商品的非原产材料的价值。

5. 第4(b)款所述的 F.O.B. 应为以下价值:

(a) 如商品有离岸价, 但该价值未知且无法确定, 则应调整为买方向商品生产者支付的商品第一个可确定的价格; 或 (b) 如商品没有离岸价, 则应根据海关估价协定第 1、2、3、4、5、6、7和8条确定。

6. 为计算第4(b)款项下商品的合格价值含量, 在一方生产商品时使用的非原产材料的价值:

- (a) shall be determined in accordance with the Agreement on Customs Valuation, and shall include freight, insurance where appropriate, packing and all the 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.

7. For the purposes of calculating the qualifying value content of a good under subparagraph 4(b) in determining whether the good qualifies as an originating good of a Party, V.N.M. of the 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.

8. For the purposes of subparagraph 5(b) or 6(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 transaction of the good or non-originating material.

Article 25 Accumulation

1. For the purposes of determining whether a good qualifies as an originating good of a Party, an originating good of the other Party which is used as a material in the production of the good in the former Party may be considered as an originating material of the former Party.

2. For the purposes of calculating the qualifying value content of a good under subparagraph 4(b) of Article 24 in determining whether the good qualifies as an originating good of a Party, the value of a non-originating material produced in either Party and to be used in the production of the good may be limited to the value of non-originating materials used in the production of such non-originating material, provided that the good qualifies as an originating good of that Party under subparagraph 1(c) of Article 24.

(a) 应根据海关估价协定确定，并应包括运费、如适用保险、包装以及将材料运至商品生产者所在方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，则应为此方为材料支付的第一个可确定的价格，但可能不包括该方在将材料的供应商仓库运输至生产商所在地过程中产生的所有费用，例如运费、保险和包装，以及在该方产生的任何其他已知且可确定费用。

7. 在根据第4(b)款确定货物是否为一方原产货物时，为计算该货物的合格价值含量，该货物的完税价格不应包括用于生产一方原产材料的非原产材料的价值，这些原产材料用于生产该货物。

8. 根据第5(b)款或第6(a)款，在将海关估价协定应用于确定货物或非原产材料的价值时，海关估价协定应相应修改适用于国内交易或在该货物或非原产材料没有交易的情况下。

第25条 累积

1. 为确定某货物是否为一方原产货物，在另一方用作该货物在另一方生产中的材料的一方原产货物，可视为该另一方原产材料。

2. 在根据第24条第4(b)款确定货物是否为一方原产货物时，为计算该货物的合格价值含量，一方生产的非原产材料的价值，若该货物根据第24条第1(c)款第分款被认定为该方原产货物，则可用于生产该货物的非原产材料的价值可限制为用于生产该非原产材料的非原产材料的价值。

Article 26
De Minimis

For the application of the product specific rules set out in Annex 2, non-originating materials used in the production of a good that do not satisfy an applicable rule for the good, shall be disregarded, provided that the totality of such materials does not exceed specific percentages in value, weight or volume of the good and such percentages are set out in the product specific rule for the good.

Article 27
Non-qualifying Operations

A good shall not be considered to satisfy the requirement of change in tariff classification or specific manufacturing or processing operation set out in Annex 2 solely 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;
- (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), (b), (c), (d), (e) and (f).

Article 28
Consignment Criteria

1. An originating good of the other Party shall be deemed to meet the consignment criteria when it is:

- (a) transported directly from the other Party; or

第26条 微不足道

在应用附件2中规定的产品特定规则时，若用于生产货物的非原产材料不满足该货物适用的规则，则当该等材料的总量不超过货物的特定百分比（价值、重量或体积），且该等百分比在货物的产品特定规则中规定时，该等非原产材料应予忽略。

Article 27
Non-qualifying Operations

货物不应仅因以下原因被视为满足附件2中规定的关税分类变更或特定制造或加工操作的要求：

- (a) 为确保货物在运输和储存期间保持良好状态而进行的操作（如干燥、冷冻、盐腌）和其他类似操作；(b) 包装的变更和拆分与组装包装；(c) 拆卸；(d) 放入瓶子、箱、盒和其他简单包装操作；(e) 根据协调制度解释通则第2(a)条规则被归类为货物的零件和组件的收集；(f) 仅进行货物套装的组装；或(g) 子款项(a)、(b)、(c)、(d)、(e)和(f)中提到的任何操作组合。第28条 托运标准

1. 另一方原产货物在满足以下条件时应被视为满足托运标准：

- (a) 直接从另一方运输；或

- (b) transported through one or more non-Parties for the purpose of transit or temporary storage in warehouses in such non-Parties, provided that it does not undergo operations other than unloading, reloading and any other operation to preserve it in good condition.

2. If an originating good of the other Party does not meet the consignment criteria referred to in paragraph 1, that good shall not be considered as an originating good of the other Party.

Article 29 Exhibitions

Notwithstanding Article 28, an originating good of a Party imported into the other Party after an exhibition in a non-Party shall continue to qualify as an originating good of the former Party when it:

- (a) remained under the control of the customs authority of the non-Party while it was in the non-Party; and
- (b) was transported:
 - (i) directly to and from the non-Party; or
 - (ii) through other non-Parties for the purpose of transit or temporary storage in warehouses in such other non-Parties, provided that it did not undergo operations other than unloading, reloading and any other operation to preserve it in good condition.

Article 30 Unassembled or Disassembled Goods

1. Where a good satisfies the requirements of the relevant provisions of Articles 24, 25, 26 and 27 and is imported into a Party from the other Party in an unassembled or disassembled form but is classified as an assembled good pursuant to Rule 2(a) of the General Rules for the Interpretation of the Harmonized System, such a good shall be considered as an originating good of the other Party.

- (b) 通过一个或多个非缔约方进行运输，目的是在非缔约方的仓库中进行转运或临时存储，前提是货物仅进行卸货、重新装载以及任何其他为保持货物完好而进行的操作。

2. 如果另一方的原产货物不符合第1段所述的托运标准，该货物不应被视为另一方的原产货物。

第29条 展览会

尽管有第28条，一方原产货物在非缔约方举办的展览后进口至另一方时，当其：

- (a) 仍然处于海关控制之下非缔约方在其境内时的权力；以及 (b) 其运输情况：(i) 直接运往和来自非缔约方；或 (ii) 通过其他非缔约方，目的是为了转运或在其他非缔约方的仓库中进行临时存储，但前提是其未进行除卸货、重新装载以及任何其他保持其良好状态的操作。第30条 未组装或拆卸货物

1. 当货物满足第24条、第25条、第26条和第27条的相关条款的要求，并从一方以未组装或拆卸形式进口至另一方，但根据协调制度解释通则第2(a)条规则被归类为组装货物时，该货物应被视为另一方的原产货物。

2. A good assembled in a Party from unassembled or disassembled materials, which were imported into the Party and classified as an assembled good pursuant to Rule 2(a) of the General Rules for the Interpretation of the Harmonized System, shall be considered as an originating good of the Party, provided that the good would have satisfied the applicable requirements of the relevant provisions of Articles 24, 25, 26 and 27 had each of the non-originating materials among the unassembled or disassembled materials been imported into the Party separately and not as an unassembled or disassembled form.

Article 31 Fungible Goods and Materials

1. For the purposes of determining whether a good qualifies as an originating good of a Party, where fungible originating materials of the Party and fungible non-originating materials that are commingled in an inventory are used in the production of the good, the origin of the materials may be determined pursuant to an inventory management method under the Generally Accepted Accounting Principles in the Party.

2. Where fungible originating goods of a Party and fungible non-originating goods are commingled in an inventory and, prior to exportation do not undergo any production process or any operation in the Party where they were commingled other than unloading, reloading and any other operation to preserve them in good condition, the origin of the good may be determined pursuant to an inventory management method under the Generally Accepted Accounting Principles in the Party.

Article 32 Indirect Materials

Indirect materials shall be, without regard to where they are produced, considered to be originating materials of a Party where the good is produced.

Article 33 Accessories, Spare Parts and Tools

1. In determining whether all the non-originating materials used in the production of a good undergo the applicable change in tariff classification or a specific manufacturing or processing operation set out in Annex 2, accessories, spare parts or tools delivered with the good that form part of the good's standard accessories, spare parts or tools, shall be disregarded, provided that:

2. 在一方从未组装或拆卸的材料组装的货物中，如果这些材料被进口至该方并根据协调制度解释通则第2(a)条规则被归类为组装货物，且如果未组装或拆卸材料中的非原产材料分别单独进口至该方而不是以未组装或拆卸形式进口，该货物本应满足第24条、第25条、第26条和第27条的相关条款的适用要求，则该货物应被视为该方的原产货物。

Article 31 Fungible Goods and Materials

1. 为了确定某货物是否属于一方原产货物，如果一方可替代原产材料和可替代非原产材料混合存放在库存中，并用于该货物的生产，则材料的原产地可以按照该方公认会计原则下的库存管理方法确定。

2. 如果一方可替代原产货物和可替代非原产货物混合存放在库存中，并且在出口前未在该方混合存放地进行任何生产过程或任何操作（除卸货、重新装载以及任何其他保持货物完好状态的操作外），则货物的原产地可以按照该方公认会计原则下的库存管理方法确定。

第32条 间接材料

间接材料应被视为原产材料，无论其生产地点如何，只要该货物是在该方生产的。

第33条 附件、备件和工具

1. 在确定用于某货物生产的所有非原产材料是否经过适用的关税分类变更或附件2中规定的特定制造或加工操作时，随货物一同交付的附件、备件或工具，如果它们是货物标准附件、备件或工具的一部分，则应予以忽略，前提是：

- (a) the accessories, spare parts or tools are not invoiced separately from the good, without regard of whether they are separately described in the invoice; and
 - (b) the quantities and value of the accessories, spare parts or tools are customary for the good.
2. If a good is subject to a qualifying value content requirement, the value of the accessories, spare parts or tools shall be taken into account as the value of originating materials of a Party where the good is produced or non-originating materials, as the case may be, in calculating the qualifying value content of the good.

Article 34

Packaging Materials and Containers for Retail Sale

1. In determining whether all the non-originating materials used in the production of a good undergo the applicable change in tariff classification or a specific manufacturing or processing operation set out in Annex 2, packaging materials and containers for retail sale, which are classified with the good pursuant to Rule 5 of the General Rules for the Interpretation of the Harmonized System, shall be disregarded.
2. If a good is subject to a qualifying value content requirement, the value of packaging materials and containers for retail sale shall be taken into account as the value of originating materials of a Party where the good is produced or non-originating materials, as the case may be, in calculating the qualifying value content of the good.

Article 35

Packing Materials and Containers for Shipment

Packing materials and containers for shipment shall be disregarded:

- (a) in determining whether all the non-originating materials used in the production of a good undergo the applicable change in tariff classification or a specific manufacturing or processing operation set out in Annex 2; and
- (b) in calculating the qualifying value content of a good.

- (a) 附件、备件或工具未单独开具发票，无论它们是否在发票中单独描述；以及
- (b) 附件、备件或工具的数量和价值对于货物来说是惯常的。

2. 如果货物受到合格价值含量要求的规定，则应将附件、备件或工具的价值计入一方生产的货物的原产材料价值，或非原产材料价值，视情况而定，以计算货物的合格价值含量。

第34条

和包含

包装材料

用于零售的容器

1. 在确定用于生产货物的所有非原产材料是否经历协调制度解释通则规则5规定的适用关税分类变更或附件2中规定的特定制造或加工操作时，根据协调制度解释通则规则5分类与货物一并处理的零售包装材料和容器应予忽略。

2. 如果货物受到合格价值含量要求的规定，则零售包装材料和容器的价值应作为货物生产方的一方的原产材料价值，或非原产材料的价值，视情况而定，在计算货物的合格价值含量时予以考虑。

第35条

和 Contai

包装材料

运输容器

运输包装材料和容器应不予考虑：

- (a) in determining whether all the non-originating 用于生产货物的材料经历适用的关税分类变更，或附件2中规定的特定制造或加工操作；以及
- (b) in calculating the qualifying value content of a 货物。

Article 36
Claim for Preferential Tariff Treatment

1. The importing Party shall require a certificate of origin for an originating good of the exporting Party from importers who claim the preferential tariff treatment for the good.
2. Notwithstanding paragraph 1, the importing Party shall not require a certificate of origin from importers for:
 - (a) an importation of originating goods of the exporting Party whose aggregate customs value does not exceed 200 United States dollars or its equivalent amount in the Party's currency, or such higher amount as it may establish, provided that the importation does not form part of importations that may reasonably be considered to have been made separately for the purpose of avoiding the requirement for a certificate of origin; or
 - (b) an importation of an originating good of the exporting Party, for which the importing Party has waived the requirement for a certificate of origin.
3. In the case where an originating good of the exporting Party is imported after an exhibition in a non-Party, the importing Party may require importers, who claim the preferential tariff treatment for the good, to submit:
 - (a) a certificate or any other information given by the customs authority of that non-Party or other relevant entities, which evidences that the good meets the requirements of subparagraph(a) of Article 29; and
 - (b) (i) a copy of through bill of lading; or
(ii) if the good was transported through other non-Parties, a certificate or any other information given by the customs authorities of such other non-Parties or other relevant entities, which evidences that the good has not undergone operations other than unloading, reloading and any other operation to preserve it in good condition in those other non-Parties.

第36条 优惠关税待遇申诉

1. 进口方应当要求出口方的原产货物进口商，为原产货物提供优惠关税待遇而提出原产地证书。
2. 但第1段规定除外，进口方不得要求进口商提供原产地证书：
 - (a) 原产货物的进口
出口方其总海关价值不超过200美元或相当于该方货币的等值金额，或其自行确定的更高金额，但进口不应构成可合理视为为避免提交原产地证书要求而单独进行的进口的一部分；或
 - (b) 出口方原产货物的一种进口，进口方已放弃对原产地证书的要求。
3. 当出口方的原产货物在非缔约方举办的展览后进口时，进口方可要求声称该货物享受优惠关税待遇的进口商提交：
 - (a) 由该非缔约方或其他相关实体提供的海关当局的证明文件或任何其他信息，证明货物符合第29条分款(a)的要求；以及
 - (b) (i) 通过提单的副本；或
(ii) 如果货物通过其他非缔约方运输，出口方可能需提供海关当局或其他相关实体出具的证书或任何其他信息，证明货物仅经历了卸货、重新装载和其他为保持货物良好状态的操作，而未在其他非缔约方进行其他操作。

4. Where an originating good of the exporting Party is imported through one or more non-Parties except for the case referred to in paragraph 3, the importing Party may require importers, who claim the preferential tariff treatment for the good, to submit:

- (a) a copy of through bill of lading; or
- (b) a certificate or any other information given by the customs authorities of such non-Parties or other relevant entities, which evidences that the good has not undergone operations other than unloading, reloading and any other operation to preserve it in good condition in those non-Parties.

Article 37 Certificate of Origin

1. A certificate of origin referred to in paragraph 1 of Article 36 shall be issued by the competent governmental authority of the exporting Party on request having been made in writing by the exporter or its authorised agent. Such certificate of origin shall include minimum data specified in Annex 3.

2. For the purposes of this Article, the competent governmental authority of the exporting Party may designate other entities or bodies to be responsible for the issuance of certificate of origin, under the authorisation given in accordance with the applicable laws and regulations of the exporting Party.

3. Where the competent governmental authority of the exporting Party designates other entities or bodies to carry out the issuance of certificate of origin, the exporting Party shall notify in writing the other Party of its designees.

4. For the purposes of this Chapter, upon the entry into force of this Agreement, the Parties shall establish each Party's format of certificate of origin in the English language in the Operational Procedures referred to in Article 45.

5. A certificate of origin shall be completed in the English language.

6. The competent governmental authority of the exporting Party shall provide the other Party with specimen signatures and impressions of stamps used in the offices of the competent governmental authority of the exporting Party or its designees.

4. 如果出口方的原产货物通过一个或多个非缔约方进口，但排除第3段所述的情况，进口方可以要求声称该货物享受优惠关税待遇的进口商提交：

(a) 通过提单的副本；或 (b) 由此类非缔约方或相关实体提供的证书或任何其他信息，证明货物仅未经卸货、重新装载或在非缔约方处为保持货物良好状态而进行的任何其他操作。

海关当局或此类非缔约方或相关实体，证明货物未在非缔约方处进行除卸货、重新装载和任何其他为保持货物良好状态的操作以外的其他操作。

第37条 原产地证书

1. 第36条第1段所述的原产地证书应由出口方主管当局应出口商或其授权代理人提出的书面请求而签发。该原产地证书应包括附件3中规定的最低数据。

2. 根据本条款，出口方主管当局可根据出口方法律法规的规定，授权其他实体或机构负责签发原产地证书。

3. 如果出口方主管当局指定其他实体或机构签发原产地证书，出口方应以书面形式通知另一方其指定代表。

4. 根据本章规定，在本协议生效时，缔约方应在第45条所述的操作程序中，以英语建立每一方的原产地证书格式。

5. 原产地证书应以英语填写。

6. 出口方主管当局应当向另一方提供其在出口方主管当局或其指定代表办公室使用的样本签名和印章印模。

7. An issued certificate of origin shall be applicable to a single importation of originating goods of the exporting Party into the importing Party and be valid for 12 months from the date of issuance.

8. Where the exporter of a good is not the producer of the good in the exporting Party, the exporter may request a certificate of origin on the basis of:

- (a) a declaration provided by the exporter to the competent governmental authority of the exporting Party or its designees based on the information provided by the producer of the good to that exporter; or
- (b) a declaration voluntarily provided by the producer of the good directly to the competent governmental authority of the exporting Party or its designees by the request of the exporter.

9. A certificate of origin shall be issued only after the exporter who requests the certificate of origin, or the producer of a good in the exporting Party referred to in subparagraph 8(b), proves to the competent governmental authority of the exporting Party or its designees that the good to be exported qualifies as an originating good of the exporting Party.

10. Each Party shall ensure that the competent governmental authority of the exporting Party or its designees shall keep a record of issued certificate of origin for a period of three years after the date on which the certificate was issued. Such record will include all antecedents, which were presented to prove the qualification as an originating good of the exporting Party.

Article 38 Advance Rulings

The importing Party shall endeavour to, prior to the importation of a good, issue a written advance ruling as to whether the good to be imported qualifies as an originating good of the exporting Party to importers of the good of the exporting Party or their authorised agents and exporters and producers of the good in the exporting Party or their authorised agents, where a written application is made with all the necessary information.

7. 已签发的原产地证书应适用于出口方原产货物向进口方的单次进口，并自签发之日起有效期为12个月。

8. 如果货物出口方的出口商不是该货物原产地的生产者，出口商可依据以下情况申请原产地证书：

- (a) 由出口商根据商品生产者向其提供的信息，向出口方主管当局或其指定代表作出的声明；或
- (b) 由其自愿提供的声明
商品生产者根据出口商的请求，直接向出口方主管当局或其指定代表提出。

9. 只有在请求原产地证书的出口商，或第8(b)款所述出口方的原产货物生产商，向出口方主管当局或其指定代表证明拟出口的货物符合出口方原产货物标准后，才应签发原产地证书。

10. 每一方应确保出口方主管当局或其指定代表在原产地证书签发之日起三年内保存签发原产地证书的记录。该记录应包括所有先前提交的证明出口方为原产货物资格的证据。

第38条 预先裁决

进口方应努力在货物进口前，就待进口的货物是否合格为出口方向该货物的进口商或其授权代理人及出口商和生产商的原产地货物预先出具书面裁定，其中应提交所有必要信息，且已作出书面申请。

Article 39
Obligations regarding Exportations

Each Party shall, in accordance with its laws and regulations, ensure that the exporter to whom a certificate of origin has been issued, or the producer of a good in the exporting Party referred to in subparagraph 8(b) of Article 37:

- (a) shall notify in writing the competent governmental authority of the exporting Party or its designees without delay when such exporter or producer knows that such good does not qualify as an originating good of the exporting Party; and
- (b) shall keep the records relating to the origin of the good for three years after the date on which the certificate of origin was issued.

Article 40
Request for Checking of Certificate of Origin

1. For the purposes of determining whether a good imported from the other Party under preferential tariff treatment qualifies as an originating good of the other Party, the relevant authority of the importing Party may request information relating to the origin of the good from the competent governmental authority of the exporting Party on the basis of the certificate of origin, where it has reasonable doubt as to the authenticity of the certificate of origin or the accuracy of the information included in the certificate of origin.

Note: For the purposes of Articles 40, 41, 42 and 43, "relevant authority of the importing Party" means:

- (a) in the case of Brunei Darussalam, the Ministry of Foreign Affairs and Trade; and
- (b) in the case of Japan, the Ministry of Finance.

2. For the purposes of paragraph 1, the competent governmental authority of the exporting Party shall, in accordance with the laws and regulations of the Party, provide the information requested in a period not exceeding three months after the date of receipt of the request.

第39条 出口义务

每一方应根据其法律法规，确保已签发原产地证书的出口商，或第37条第8(b)款所指的出口方货物生产商：

(a) 应当在出口商或生产商知道该货物不符合出口方原产货物资格时，立即书面通知出口方主管当局或其指定代表；以及 (b) 应当将该货物的原产地记录保存至原产地证书签发之日起三年后。

第40条
核查请求 核查 原产地证书

1. 对于确定从另一方进口并享受优惠关税待遇的货物是否属于另一方的原产货物，进口方相关当局在对其原产地证书的真实性或证书中包含的信息的准确性存有合理怀疑时，可依据原产地证书，向出口方主管当局请求与商品原产地相关的信息。

注释：根据第40条、第41条、第42条和第43条的规定，“进口方相关当局”是指：(a)在文莱达鲁萨兰的情况下，外交贸易部；以及(b)在日本的情况下，财政部。

2. 根据第1段的规定，出口方主管当局应根据该法律法规，在收到请求之日起不超过三个月的期限内提供所请求的信息。

If the relevant authority of the importing Party considers necessary, it may require additional information relating to the origin of the good. If additional information is requested by the relevant authority of the importing Party, the competent governmental authority of the exporting Party shall, in accordance with the laws and regulations of the exporting Party, provide the information requested in a period not exceeding two months after the date of receipt of the request.

3. For the purposes of paragraph 2, the competent governmental authority of the exporting Party may request the exporter to whom the certificate of origin has been issued, or the producer of the good in the exporting Party referred to in subparagraph 8(b) of Article 37, to provide the former with the information requested.

Article 41 Verification Visit

1. If the relevant authority of the importing Party is not satisfied with the outcome of the request for checking pursuant to Article 40, it may request the exporting Party to:

- (a) collect and provide information relating to the origin of a good and check, for that purpose, the facilities used in the production of the good, through a visit by the competent governmental authority of the exporting Party along with the relevant authority of the importing Party to the premises of the exporter to whom the certificate of origin has been issued, or the producer of the good in the exporting Party referred to in subparagraph 8(b) of Article 37; and
- (b) provide information relating to the origin of the good in the possession of the competent governmental authority of the exporting Party or its designees during or after the visit pursuant to subparagraph (a).

2. When requesting the exporting Party to conduct a visit pursuant to paragraph 1, the relevant authority of the importing Party shall deliver a written communication with such request to the exporting Party at least 40 days in advance of the proposed date of the visit, the receipt of which is to be confirmed by the exporting Party. The competent governmental authority of the exporting Party shall request the written consent of the exporter, or the producer of the good in the exporting Party whose premises are to be visited.

如果进口方相关当局认为有必要，它可以要求与商品原产地相关的补充信息。如果进口方相关当局要求补充信息，出口方主管当局应根据出口方法律法规，在收到请求之日起不超过两个月的期限内提供所请求的信息。

3. 根据第2款的规定，出口方主管当局可以请求已签发原产地证书的出口商，或第37条8(b)款所述出口方商品生产者，向其提供所请求的信息。

第41条 核查访问

1. 如果进口方相关当局对根据第40条提出的核查请求的结果不满意，它可以请求出口方：

- (a) 通过出口方主管当局与进口方相关当局共同对已签发原产地证书的出口商的场所，或第37条8(b)款所述出口方产品生产者的场所进行访问，收集与商品原产地有关的信息，并为此目的检查商品生产中使用的设施；以及
- (b) 在根据第(a)款进行的访问期间或之后，提供出口方主管当局或其指定代表持有的与商品原产地有关的信息。

2. 当请求出口方根据第1段开展访问时，进口方相关当局应至少在访问建议日期前40天向出口方发送书面通知，其中包含该请求，且出口方应确认收到。出口方主管当局应请求出口商，或待访问的出口方产品生产者的书面同意。

3. The communication referred to in paragraph 2 shall include:

- (a) the identity of the relevant authority of the importing Party issuing the communication;
- (b) the name of the exporter, or the producer of the good in the exporting Party, whose premises are requested to be visited;
- (c) the proposed date and place of the visit;
- (d) the objective and scope of the proposed visit, including specific reference to the good subject of the verification referred to in the certificate of origin; and
- (e) the names and titles of the officials of the relevant authority of the importing Party to be present during the visit.

4. The exporting Party shall respond in writing to the importing Party, within 30 days of the receipt of the communication referred to in paragraph 2, if it accepts or refuses to conduct the visit requested pursuant to paragraph 1.

5. The competent governmental authority of the exporting Party shall, in accordance with the laws and regulations of the Party, provide within 45 days or any other mutually agreed period from the last day of the visit, to the relevant authority of the importing Party the information obtained pursuant to paragraph 1.

6. (a) In cases where the relevant authority of the importing Party considers as urgent, that relevant authority may, before or during the request for checking referred to in Article 40, make a request referred to in paragraph 1 to the exporting Party.
- (b) Where the request referred to in subparagraph (a) is made, Article 40 shall be no longer applied.

3. 第2段所述的通信应包括:

(a) 发出通知的进口方相关当局的身份; (b) 被要求进行现场访问的出口方出口商或商品生产者的名称; (c) 拟议访问的日期和地点; (d) 拟议访问的目标和范围, 包括对原产地证书中提到的验证涉及的货物的具体参考; 以及(e) 进口方相关当局在访问期间出席的官员的姓名和职务。

4. 出口方应在收到第2段所述通知之日起30天内, 以书面形式答复进口方, 说明其接受或拒绝根据第1段进行所请求的访问。

5. 出口方主管当局应根据该法律 and 法规, 在访问最后一天起45天或任何其他相互同意的期限内, 向进口方相关当局提供根据第1段获得的信息。

6. (a) 在进口方相关当局认为紧急的情况下, 该当局可以在第40条所述的核查请求之前或期间, 向出口方提出第1段所述的请求。(b) 如果作出了第(a)款所述的请求, 则不再适用第40条。

Article 42
Determination of Origin
and Preferential Tariff Treatment

1. The relevant authority of the importing Party may deny preferential tariff treatment to a good for which an importer claims preferential tariff treatment where the good does not qualify as an originating good of the exporting Party or where the importer fails to comply with any of the relevant requirements of this Chapter.

2. The competent governmental authority of the exporting Party shall, when it cancels the decision to issue the certificate of origin, promptly notify the cancellation to the exporter to whom the certificate of origin has been issued, and to the relevant authority of the importing Party except where the certificate has been returned to the competent governmental authority of the exporting Party. The relevant authority of the importing Party may determine that the good does not qualify as an originating good of the exporting Party and may deny preferential tariff treatment when it receives the notification.

3. The relevant authority of the importing Party may determine that a good does not qualify as an originating good of the exporting Party and may deny preferential tariff treatment, and a written determination thereof shall be sent to the competent governmental authority of the exporting Party:

- (a) where the requirements to provide the information within the period referred to in paragraph 2 of Article 40 or paragraph 5 of Article 41 or to respond to the communication referred to in paragraph 2 of Article 41 within the period referred to in paragraph 4 of Article 41 are not met;
- (b) where the request referred to in subparagraph 1(a) of Article 41 is refused; or
- (c) where the information provided to the relevant authority of the importing Party pursuant to Article 40 or 41, is not sufficient to prove that the good qualifies as an originating good of the exporting Party.

第42条
原产地和优惠关税待遇

1. 进口方相关当局在进口商对货物提出优惠关税待遇申请但该货物不符合出口方原产货物要求或进口商未遵守本章任何相关要求的情况下，可拒绝给予该货物优惠关税待遇。

2. 出口方主管当局在取消签发原产地证书的决定时，应立即将取消通知已签发原产地证书的出口商，以及进口方相关当局，除非该证书已退回出口方主管当局。进口方相关当局在收到通知时，可认定该货物不符合出口方原产货物要求，并可拒绝给予优惠关税待遇。

3. 进口方相关当局可认定该货物不符合出口方原产货物要求，并可拒绝给予优惠关税待遇，并应将书面决定发送给出口方主管当局：

- (a) 提供信息的要ⁿ求在《第40条第2段》或《第41条第5段》所述期间内未得到满足；或未能响应《第41条第2段》所述的《第41条第4段》所述期间内的通信；
- (b) 《第41条第1(a)款》中提到的请求被拒绝；或
- (c) 根据第40条或第41条向进口方相关当局提供的信息不足以证明该货物是出口方原产货物。

4. After carrying out the procedures outlined in Article 40 or 41 as the case may be, the relevant authority of the importing Party shall provide the competent governmental authority of the exporting Party with a written determination of whether or not the good qualifies as an originating good of the exporting Party, including findings of fact and the legal basis for the determination. The competent governmental authority of the exporting Party shall inform such determination by the relevant authority of the importing Party to the exporter, or the producer of the good in the exporting Party, whose premises were subject of the visit referred to in Article 41.

Article 43 Confidentiality

1. Each Party shall maintain, in accordance with its laws and regulations, the confidentiality of information provided to it as confidential pursuant to this Chapter, and shall protect that information from disclosure that could prejudice the competitive position of the persons providing the information.

2. Information obtained by the relevant authority of the importing Party pursuant to this Chapter:

- (a) may only be used by such authority for the purposes of this Chapter; and
- (b) shall not be used by the importing Party in any criminal proceedings carried out by a court or a judge, unless a request for the information is made to the exporting Party and such information is provided to the importing Party, through the diplomatic channels or other channels established in accordance with the applicable laws and regulations of the exporting Party.

Article 44 Penalties and Measures against False Declaration

1. Each Party shall establish or maintain, in accordance with its laws and regulations, appropriate penalties or other sanctions against its exporters to whom a certificate of origin has been issued and the producers of a good in the exporting Party referred to in subparagraph 8(b) of Article 37, for providing false declaration or documents to the competent governmental authority of the exporting Party or its designees prior to the issuance of certificate of origin.

4. 在根据具体情况执行第40条或第41条规定的程序后，进口方相关当局应以书面形式向出口方主管当局提供关于该货物是否合格为出口方原产货物的决定，包括事实认定和法律依据。出口方主管当局应将进口方相关当局的决定通知出口商，或出口方境内该商品生产者，其场所是第41条所述访问的对象。

第43条 保密

1. 每一方应根据其法律法规，对根据本章提供并作为保密信息的信息保持保密，并应保护该信息免受可能损害提供该信息的人的竞争地位的披露。

2. 根据本章，进口方相关当局获得的信息：

(a) 仅能由该当局用于本章的目的；以及 (b) 未经向出口方提出信息请求并提供该信息，进口方不得在法院或法官进行的任何刑事程序中使用该信息，除非该信息通过出口方根据适用法律法规建立的外交渠道或其他渠道提供给进口方。

第44条 Penalties and Measures against False Declaration

1. 每一方应根据其法律法规，对其已签发原产地证书的出口商，以及第37条第8(b)款所指出口方的原产货物生产商，建立或维持适当的处罚或其他制裁，以惩处其在原产地证书签发前向出口方主管当局或其指定代表提供的虚假申报或文件。

2. Each Party shall, in accordance with its laws and regulations, take measures which it considers appropriate against its exporters to whom a certificate of origin has been issued and the producers of a good in the exporting Party referred to in subparagraph 8(b) of Article 37, for failing to notify in writing to the competent governmental authority of the exporting Party or its designees without delay after having known, after the issuance of certificate of origin, that such good does not qualify as an originating good of the exporting Party.

Article 45 Operational Procedures

Upon the date of entry into force of this Agreement, the Joint Committee shall adopt the Operational Procedures that provide detailed regulations pursuant to which the competent governmental authorities and other authorities concerned of the Parties shall implement their functions under this Chapter.

Article 46 Miscellaneous

1. Communications between the importing Party and the exporting Party shall be conducted in the English language.

2. For the application of the relevant product specific rules set out in Annex 2 and the determination of origin, the Generally Accepted Accounting Principles in the exporting Party shall be applied.

Article 47 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 "Sub-Committee") shall be established on the date of entry into force of this Agreement.

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

- (a) reviewing and making appropriate recommendations, as necessary, to the Joint Committee on:
 - (i) the implementation and operation of this Chapter;
 - (ii) any amendments to Annex 2 or 3, proposed by either Party; and

2. 每一方应根据其法律法规，对其已签发原产地证书的出口商，以及第37条第8(b)款所指出口方的原产货物生产商，采取其认为适当的措施，以惩处其在原产地证书签发后得知该货物不符合出口方原产货物资格，而未立即书面通知出口方主管当局或其指定代表的行为。

第45条 操作程序

在本协议生效日期，联合委员会应制定操作程序，提供详细规定，依据该规定，缔约方的主管政府当局和有关当局应执行本章下的职能。

第46条 杂项

1. 进口方和出口方之间的通讯应以英语进行。

2. 对于附件2中规定的相关产品特定规则的适用以及原产地的确定，应适用出口方的公认会计原则。

第47条 原产地规则分委员会

1. 为有效实施和运作本章，应在本协议生效日期设立原产地规则分委员会（以下简称本条款称“分委员会”）。

2. 分委员会的职能为：

a) 对联合委员会就以下事项进行审查并提出适当建议，如有必要：(i) 本章节的实施和运作；(ii) 任何一方提出的对附件2或3的修订；以及

- (iii) the Operational Procedures referred to in Article 45;
 - (b) considering any other matter as the Parties may agree related to this Chapter;
 - (c) reporting the findings of the Sub-Committee to the Joint Committee; and
 - (d) carrying out other functions as may be delegated by the Joint Committee in accordance with Article 11.
3. The Sub-Committee shall be:
- (a) composed of representatives of the Governments of the Parties; and
 - (b) co-chaired by officials of the Governments of the Parties.
4. The Sub-Committee may invite representatives of relevant entities other than the Governments of the Parties with the necessary expertise relevant to the issues to be discussed.
5. The Sub-Committee shall meet at such venues and times as may be agreed by the Parties.

Chapter 4
Customs Procedures

Article 48
Scope and Objectives

1. This Chapter shall apply to customs procedures required for the clearance of goods traded between the Parties.
2. This Chapter shall be implemented by the Parties in accordance with the laws and regulations of each Party and within the available resources of their respective customs authorities.
3. The objectives of this Chapter are to establish a framework to ensure transparency, proper application of customs laws and prompt clearance of goods and to promote cooperation in the field of customs procedures, with a view to facilitating trade in goods between the Parties.

- (iii) 第45条中提到的操作程序;
- (b) 考虑任何其他与本章相关的事项; (c) 向联合委员会报告分委员会的调查结果; 以及(d) 根据第11条, 执行联合委员会可能授权的其他职能。
3. 分委员会应:
- (a) 由缔约方政府的代表组成; 以及(b) 由缔约方政府的官员共同主持。
4. 分委员会可以邀请与将要讨论的问题相关的、除缔约方政府以外的相关实体的代表, 并提供必要的专业知识。
5. 分委员会应在缔约方商定的地点和时间举行会议。

第4章 海关程序 第48条 范围和目标

1. 本章适用于缔约方之间贸易货物的清关所需的海关程序。
2. 各方应根据各方的法律和法规, 并在其各自海关当局可用的资源范围内实施本章。
3. 本章的目标是建立一套框架, 以确保透明度、海关法律的正确适用以及货物的快速清关, 并促进海关程序领域的合作, 以促进缔约方之间的货物贸易。

Article 49
Definition

For the purposes of this Chapter, “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.

Article 50
Transparency

1. Each Party shall ensure that all relevant information of general application pertaining to its customs laws is readily available to any interested person.
2. When information that has been made available must be revised due to changes in its customs laws, each Party shall make the revised information readily available, wherever possible in advance of the entry into force of the changes, to enable interested persons to take account of them.
3. At the request of any interested person of the Parties, each Party shall provide, as quickly and as accurately as possible, information relating to the specific customs matters raised by the interested person and pertaining to its customs laws. Each Party shall supply not only the information specifically requested but also any other pertinent information which it considers the interested person should be made aware of.

Article 51
Customs Clearance

1. Both Parties shall apply their respective customs procedures in a predictable, consistent and transparent manner.
2. For prompt customs clearance of goods traded between the Parties, each Party shall:
 - (a) make use of information and communications technology;
 - (b) simplify its customs procedures;

第49条 定义

就本章而言，“海关法律”是指由每一方的海关当局管理和执行，涉及货物进口、出口和转运的法律和法规，这些法律和法规与海关关税、费用和其他税收有关，或与受控物品在每一方海关领土边界上的移动相关的禁止、限制和其他类似管制有关。

第50条 透明度

1. 每一方应确保所有与其海关法律相关的普遍适用相关信息均可被任何利害关系人获取。
2. 当已公开的信息因海关法律的变化而必须修订时，每一方应在可能的情况下，在变更生效之前提前使修订信息可被获取，以便利利害关系人能够考虑这些修订。
3. 应任何一方利害关系人的请求，每一方应以尽可能快和尽可能准确的方式，提供与利害关系人提出的与其海关法律相关的具体海关事项相关的信息。每一方不仅应提供具体请求的信息，还应提供其认为利害关系人应知晓的任何其他相关信息。

第51条 海关清关

1. 双方应可预测、一致且透明地适用其各自的海关程序。
2. 为促进缔约方之间货物的海关清关，每一方应：
 - (a) 使用信息和通信技术；
 - (b) 简化其海关程序；

- (c) harmonise its customs procedures, as far as possible, with relevant international standards and recommended practices such as those made under the auspices of the Customs Co-operation Council; and
- (d) promote cooperation, wherever appropriate, between its customs authority and:
 - (i) other national authorities of the Party;
 - (ii) the trading communities of the Party; and
 - (iii) the customs authorities of non-Parties.

3. Each Party shall provide affected parties with easily accessible processes of judicial or administrative review in relation to the action taken by the Party. Such review shall be independent of the authorities entrusted with the administrative enforcement of such actions and shall be carried out in an impartial and fair manner.

Article 52 Goods in Transit

Each Party shall continue to facilitate customs clearance of goods in transit from or to the other Party in accordance with paragraph 3 of Article V of the GATT 1994.

Article 53 Cooperation and Exchange of Information

1. The Parties shall, subject to the laws and regulations of each Party, cooperate and exchange information with each other in the field of customs procedures, including their enforcement against the trafficking of prohibited goods and the importation and exportation of goods suspected of infringing intellectual property rights.

2. Such cooperation and exchange of information shall be implemented as provided for in the Implementing Agreement.

Article 54 Sub-Committee on Customs Procedures

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Customs Procedures (hereinafter referred to in this Article as "Sub-Committee") shall be established on the date of entry into force of this Agreement.

- (c) 协调其海关程序，尽可能可能，并符合相关的国际标准和推荐做法，例如海关合作理事会制定的那些标准；以及

- (d) 促进其海关当局与：(i) 该方的其他国家当局；(ii) 该方的贸易社区；以及 (iii) 非缔约方的海关当局之间的合作。

3. 每一方应向受影响方提供易于访问的司法或行政复审程序，以审查该方采取的行动。此类复审应独立于负责此类行动行政执行当局，并应以公正和公平的方式执行。

第52条 在运货物

每一方应根据1994年关税及贸易总协定第5条第3款的规定，继续便利从或至另一方在运货物的海关清关。

第53条 合作与信息交换

1. 各方应根据各方的法律和法规，在海关程序领域相互合作与信息交换，包括对禁止货物贸易的执行以及对涉嫌侵犯知识产权的货物进出口的执行。

2. 此项合作与信息交换应按照实施协议的规定执行。

第54条 海关程序分委员会

1. 为有效实施和运作本章，应在本协议生效日期成立海关程序分委员会（以下简称本条款为“分委员会”）。

2. The functions of the Sub-Committee shall be:
 - (a) reviewing the implementation and operation of this Chapter;
 - (b) reporting the findings of the Sub-Committee to the Joint Committee;
 - (c) identifying areas, relating to this Chapter, to be improved for facilitating trade between the Parties; and
 - (d) carrying out other functions as may be delegated by the Joint Committee in accordance with Article 11.
3. The composition of the Sub-Committee shall be specified in the Implementing Agreement.
4. The Sub-Committee shall meet at such venues and times as may be agreed by the Parties.

Chapter 5 Investment

Article 55 Scope

1. This Chapter shall apply to measures adopted or maintained by a Party relating to:
 - (a) investors of the other Party; and
 - (b) investments of investors of the other Party in the Area of the former Party.
2. This Chapter shall not apply to:
 - (a) government procurement; and
 - (b) services supplied in the exercise of governmental authority as defined in subparagraph (q) of Article 74.
3. In the event of any inconsistency between this Chapter and Chapter 6:
 - (a) with respect to matters covered by Articles 57, 58 and 61, Chapter 6 shall prevail to the extent of inconsistency; and

2. 分委员会的职能如下:

(a) 审查本章的实施和运营; (b) 向联合委员会报告分委员会的调查结果; (c) 确定与本章相关的、为促进缔约方之间贸易而需要改进的区域; 以及 (d) 根据第11条, 执行联合委员会授权的其他职能。

3. 分委员会的组成应在实施协议中规定。

4. 分委员会应在缔约方商定的地点和时间举行会议。

第五章 投 资 第55条 范 围

1. 本章应适用于一方为与另一方投资者和另一方投资者在前方的区域内的投资相关的措施。

(a) 另一方的投资者; 以及 (b) 另一方的投资者在前方的区域内的投资。

2. 本章不适用于:

(a) 政府采购; 以及 (b) 根据第74条第 (q) 款定义的政府当局提供的服务。

3. 如果本章与第6章之间存在任何不一致:

(a) 关于第57条、第58条和第61条所涵盖的事项, 第6章应优先适用, 直至存在不一致之处; 以及

- (b) with respect to matters not falling under subparagraph (a), this Chapter shall prevail to the extent of inconsistency.

4. Nothing in this Chapter shall impose any obligation on either Party regarding measures pursuant to immigration laws and regulations.

Article 56 Definitions

For the purposes of this Chapter:

- (a) “enterprise” means any legal person or any other entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or controlled or governmentally-owned or controlled, including any corporation, trust, partnership, joint venture, sole proprietorship or association;
- (b) an enterprise is:
 - (i) “owned” by an investor if more than 50 percent of the equity interests in it is beneficially owned by the investor; and
 - (ii) “controlled” by an investor if the investor has the power to name a majority of its directors or otherwise to legally direct its actions;
- (c) “enterprise of a Party” means an enterprise constituted or organised under the applicable law of a Party;
- (d) “freely usable currency” means any currency designated as such by the International Monetary Fund under the Articles of Agreement of the International Monetary Fund, as may be amended;
- (e) “ICSID” means the International Centre for Settlement of Investment Disputes;
- (f) “ICSID Additional Facility Rules” means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Centre for Settlement of Investment Disputes, as may be amended;

- (b) 关于不属于第 (a) 款范围的事项，本章应优先适用，直至存在不一致之处。

4. 本章任何内容均不得对任何一方就移民法律和法规采取的措施施加义务。

第56条 定义

就本章而言：

- (a) “企业”是指任何法人或根据适用法律合法成立或以其他方式组织起来的任何其他实体，无论其是否以营利为目的，以及无论其是否为私人拥有或控制或政府拥有或控制，包括任何公司、信托、合伙企业、合资企业、个体工商户或协会；
- (b) 企业是：
 - (i) 如果其超过50%的股权利益由投资者实际拥有，则由投资者“拥有”；以及 (ii) 如果投资者有权任命其多数董事或以其他方式合法地指导其行为，则由投资者“控制”；
- (c) “一方的企业”是指根据一方适用法律成立或组织的企业；
- (d) “可自由使用货币”是指根据国际货币基金组织协定（可修订）指定为该种货币的任何货币；
- (e) “ICSID”是指解决投资争端国际中心；
- (f) “ICSID附加便利规则”是指国际中心解决投资争端秘书处管理程序之附加便利管理规则，并可修订；

- (g) “ICSID Convention” means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington, March 18, 1965, as may be amended;
- (h) “investments” means every kind of asset owned or controlled, directly or indirectly, by an investor, including:
- (i) an enterprise and a branch of an enterprise;
 - (ii) shares, stocks or other forms of equity participation in an enterprise, including rights derived therefrom;
 - (iii) bonds, debentures, loans and other forms of securities, including rights derived therefrom;
 - (iv) futures, options and other derivatives;
 - (v) rights under contracts, including turnkey, construction, management, production or revenue-sharing contracts;
 - (vi) claims to money or to any performance under contract having a financial value, which relate to a business activity;
 - (vii) intellectual property rights;
 - (viii) goodwill;
 - (ix) rights conferred pursuant to laws and regulations or contracts such as concessions, licences, authorisations and permits; and
 - (x) any other tangible and intangible, movable and immovable property, and any related property rights, such as leases, mortgages, liens and pledges;

Note 1: Investments also include amounts yielded by investments, in particular, profit, interest, capital gains, dividends, royalties and fees. A change in the form in which assets are invested does not affect their character as investments.

(g) “ICSID公约”是指于1965年3月18日在华盛顿签署的解决国家与他国国民投资争端公约，并可修订；

h) (“投资”是指投资者直接或间接拥有或控制的每种资产，包括：(i) 企业及其分支机构；(ii) 企业中的股份、股票或其他形式的股权参与，包括由此产生的权利；(iii) 债券、债券、贷款和其他形式的有价证券，包括由此产生的权利；(iv) 期货、期权和其他衍生品；(v) 合同项下的权利，包括交钥匙、建设、管理、生产或收入分成合同；(vi) 与商业活动相关的金钱要求或合同项下具有财务价值的任何履约要求；(vii) 知识产权；(viii) 商誉；(ix) 根据法律、法规或合同授予的权利，如特许权、许可证、授权和许可证；以及 (x) 任何其他有形和无形、动产和不动产，以及任何相关的财产权，如租赁、抵押、留置权和质押；注释 1：投资还包括投资产生的金额，特别是利润、利息、资本利得、股息、特许权使用费和费用。资产投资形式的改变不影响其作为投资的性质。

Note 2: Investments do not include an order or judgment entered in a judicial or administrative action.

Note 3: Where an asset lacks the characteristics of an investment, that asset is not an investment regardless of the form it may take. The characteristics of an investment include the commitment of capital, the expectation of gain or profit, or the assumption of risk.

- (i) “investment activities” means establishment, acquisition, expansion, management, conduct, operation, maintenance, use, enjoyment and sale or other disposition of investments;
- (j) “investor of a Party” means a Party or a natural person or an enterprise of a Party that seeks to make, is making, or has made, investments;
- (k) “measure” means any measure, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;
- (l) “measure adopted or maintained by a Party” means any measure adopted or maintained by:
 - (i) central or local governments and authorities of a Party; and
 - (ii) non-governmental bodies in the exercise of powers delegated by central or local governments or authorities of a Party;
- (m) “natural person of a Party” means a natural person who under the law of a Party:
 - (i) in respect of Brunei Darussalam, is a national of Brunei Darussalam or is a permanent resident in Brunei Darussalam; and
 - (ii) in respect of Japan, is a national of Japan;
- (n) “New York Convention” means the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958, as may be amended; and

注释 2: 投资不包括司法或行政行为中作出的命令或判决。注释 3: 如果一项资产缺乏特征

一项投资, 该资产无论其形式如何, 均不属于投资。投资的特性包括资本投入、收益或利润预期或风险承担。

(i) “投资活动”是指投资的设立、收购、扩张、管理、开展、运作、维护、使用、享受和销售或其他处置; (j) “一方投资者”是指一方或一方自然人或一方企业, 该方或该自然人或该企业寻求进行、正在进行或已经进行投资; (k) “措施”是指任何形式的措施, 无论其形式为法律、法规、规则、程序、决定、行政行为或其他形式; (l) “一方采取或维持的措施”是指由下列机构采取或维持的任何措施: (i) 一方的中央或地方政府和机构; 以及 (ii) 在一方中央或地方政府或机构授予的权力范围内行使权力的非政府机构; (m) “一方自然人”是指根据一方法律: (i) 在文莱达鲁萨兰方面, 是文莱公民或文莱永久居民; 以及 (ii) 在日本方面, 是日本国民; (n) “纽约公约”是指联合国

承认和执行外国仲裁裁决公约, 于1958年6月10日在纽约签订, 并可修订; 以及

- (o) “TRIPS Agreement” means the Agreement on Trade-Related Aspects of Intellectual Property Rights in Annex 1C to the WTO Agreement, as may be amended.

Article 57
National Treatment

1. Each Party shall accord to investors of the other Party and to their investments, treatment no less favourable than that it accords, in like circumstances, to its own investors and to their investments with respect to investment activities.

2. Notwithstanding paragraph 1, each Party may prescribe special formalities in connection with investment activities of investors of the other Party in its Area, such as compliance with registration requirements, provided that such special formalities do not impair the substance of the rights of such investors under this Chapter.

Article 58
Most-Favoured-Nation Treatment

Each Party shall accord to investors of the other Party and to their investments, treatment no less favourable than that it accords, in like circumstances, to investors of a non-Party and to their investments with respect to investment activities.

Article 59
Minimum Standard of Treatment

Each Party shall accord to investments of investors of the other Party, treatment in accordance with customary international law, including fair and equitable treatment and full protection and security.

Note: The concepts of “fair and equitable treatment” and “full protection and security” do not require treatment in addition to or beyond that which is required by customary international law minimum standard of treatment of aliens.

- (o) “与贸易有关的知识产权协定”是指世界贸易组织协定附件1C中的与贸易有关的知识产权协定，并可修订。

第57条 国民待遇

1. 每一方应当给予另一方的投资者及其投资不低于其给予本国投资者及其投资的待遇，在相同情况下，就投资活动而言。

2. 尽管有第1段的规定，每一方可以规定与另一方在其区域内的投资者进行投资活动相关的特别手续，例如遵守注册要求，但此类特别手续不得损害该等投资者在本章项下的权利的实质。

第58条 最惠国待遇

每一方应当给予另一方的投资者及其投资不低于其给予非缔约方投资者及其投资的待遇，在相同情况下，就投资活动而言。

第59条 最低标准待遇

每一方应根据习惯国际法给予另一方的投资者的投资以公平公正待遇，包括公平公正待遇和充分保护与安全。

注释：'公平公正待遇'和'充分保护与安全'的概念，无需在习惯国际法最低标准待遇之外给予额外或更优的待遇。

Article 60
Access to the Courts of Justice

Each Party shall in its Area accord to investors of the other Party, treatment no less favourable than that it accords in like circumstances to its own investors or investors of a non-Party, with respect to access to its courts of justice and administrative tribunals and agencies in all degrees of jurisdiction, both in pursuit and in defence of such investors' rights.

Article 61
Prohibition of Performance Requirements

1. For the purposes of this Chapter, the Annex to the Agreement on Trade-Related Investment Measures in Annex 1A to the WTO Agreement, as may be amended, is incorporated into and forms part of this Agreement, *mutatis mutandis*.
2. The Parties shall enter into further consultations, at the earliest possible time. The aim of such consultations is to review issues pertaining to prohibition of performance requirements within five years from the date of entry into force of this Agreement.

Article 62
Reservations and Exceptions

1. Articles 57 and 58 shall not apply to:
 - (a) any non-conforming measure that is maintained by the central government or authorities of a Party, on the date of entry into force of this Agreement, with respect to the sectors or matters specified in Annex 4;
 - (b) any non-conforming measure that is maintained by local governments or authorities of a Party on the date of entry into force of this Agreement;
 - (c) the continuation or prompt renewal of any non-conforming measure referred to in subparagraphs (a) and (b);
 - (d) an amendment or modification to any non-conforming measure referred to in:
 - (i) subparagraph (a), unless the sectors or matters are indicated with an asterisk ("*") in Annex 4; and

第60条 司法救济

每一方在其区域应给予另一方的投资者，不低于其自身投资者或非缔约方投资者在类似情况下所获得的待遇，包括就其权利的维护和辩护，在所有管辖级别的法院、行政法庭和机构中，获得进入其法院、行政法庭和机构的权利。

第61条 禁止性能要求

1. 根据本章的目的，世界贸易组织协定附件1A中的与贸易相关投资措施协定附件，经修订后，纳入本协议并构成本协议的一部分，相应修改。
2. 各方应尽早进行进一步磋商。此类磋商的目的是审查与本协议生效之日起五年内禁止性能要求相关的问题。
本协议生效之日起五年内禁止性能要求相关的问题。

第62条 保留和例外

1. 第 57 和 58 条不适用：
 - (a) 任何由中央政府或一方当局在本协议生效日期维持的、与本协议附件4中规定的部门或事项不符的措施；
 - (b) 任何由一方地方政府或当局在本协议生效日期维持的不符合规定的措施；
 - (c) 分款 (a) 和 (b) 中提到的任何不符合规定的措施的继续或迅速重新实施；
 - (d) 对本协议中提到的任何不符合规定的措施的修订或修改：
 - (i) 分款 (a)，除非附件4中用星号（“*”）标明了部门或事项；以及

(ii) subparagraph (b),

provided that the amendment or modification does not decrease the conformity of the measure, as it existed immediately before the amendment or modification, with Articles 57 and 58; and

(e) an amendment or modification to any non-conforming measure referred to in subparagraph (a), where the sectors or matters are indicated with an asterisk (“*”) in Annex 4, provided that the amendment or modification:

(i) does not decrease the conformity of that measure with Articles 57 and 58; and

(ii) is not more restrictive to existing investors and existing investments than the measure applied to such investors and investments immediately before the amendment or modification.

2. For the purposes of this Article:

(a) “existing investors” and “existing investments” mean respectively investors whose investments are present in the Area of a Party, and investments that are present in the Area of a Party, immediately before the amendment or modification of any non-conforming measure; and

(b) any expansion or diversification of existing investments by existing investors after the amendment or modification of any non-conforming measure shall not be regarded as existing investments to the extent of such expansion or diversification.

3. Each Party shall, on the date of entry into force of this Agreement, notify the other Party of the following information on any non-conforming measure referred to in subparagraph 1(a):

- (a) the sector or matter, with respect to which the measure is maintained;
- (b) the domestic or international industry classification codes, where applicable, to which the measure relates;
- (c) the obligations under this Agreement with which the measure does not conform;

(ii) 第 (b) 款,

前提是该修订或修改不会降低该措施在修订或修改立即生效前的符合第 57 和 58 条的规定性; 以及

(e) 对第 (a) 款所述任何不符合规定的措施进行的修订或修改, 其中涉及的部门或事项在附件4中用星号 (“*”) 标明, 前提是该修订或修改:

(i) 不会降低该措施与第 57 和 58 条的一致性; 并且 (ii) 对现有投资者和现有投资的要求不会比修订或修改前适用于此类投资者和投资的措施更严格。

2. 就本条款而言:

(a) “现有投资者”和“现有投资”分别指其投资存在于一方区域的投资者, 以及存在于一方区域的现有投资, 该现有投资是在任何不符合规定的措施修订或修改之前存在的; 以及 (b) 现有投资者在不符合规定的任何措施修订或修改后进行的现有投资扩张或多元化, 就其扩张或多元化的程度而言, 不应被视为现有投资。

3. 每一方应当在本协议生效日期, 就第1(a)分款所述的不符合规定的措施, 通知另一方以下信息:

(a) 该措施所涉及的部门或事项; (b) 如适用, 该措施相关的国内或国际行业分类代码; (c) 该措施与本协议项下的义务不符的义务;

- (d) the source of the measure; and
 - (e) the succinct description of the measure.
4. Articles 57 and 58 shall not apply to any measure that a Party adopts or maintains with respect to the sectors or matters specified in Annex 5.
5. Where a Party maintains any non-conforming measure on the date of entry into force of this Agreement with respect to the sectors or matters specified in Annex 5, the Party shall, on the same date, notify the other Party of the following information on the measure:
- (a) the sector or matter, with respect to which the measure is maintained;
 - (b) the domestic or international industry classification codes, where applicable, to which the measure relates;
 - (c) the obligations under this Agreement with which the measure does not conform;
 - (d) the source of the measure; and
 - (e) the succinct description of the measure.
6. Neither Party shall, under any measure adopted after the date of entry into force of this Agreement with respect to the sectors or matters specified in Annex 5, require an investor of the other Party, by reason of its nationality, to sell or otherwise dispose of an investment that exists at the time the measure becomes effective, unless otherwise specified in the initial approval by the relevant authority.
7. In cases where a Party makes an amendment or a modification to any non-conforming measure notified pursuant to paragraph 3 or 5, or where a Party adopts any new measure with respect to the sectors or matters specified in Annex 5, after the date of entry into force of this Agreement, the Party shall, prior to the amendment or modification or the adoption of the new measure, or in exceptional circumstances, as soon as possible thereafter:
- (a) notify the other Party of detailed information on such amendment, modification or new measure; and
 - (b) respond, upon the request by the other Party, to specific questions from the other Party with respect to such amendment, modification or new measure.

- (d) 该措施的来源; 以及(e) 该措施的简短描述。
4. 第 57 和 58 条不适用于任何一方针对附件5中规定的部门或事项所采取或维持的措施。
5. 如果一方在 本协议生效日期 针对附件5中规定的部门或事项维持任何不符合规定的措施, 该方应在同一天通知另一方以下关于该措施的信息:
- (a) 措施所维持的部门或事项; (b) 如适用, 措施相关的国内或国际行业分类代码;
 - (c) 措施不符合 本协议项下的义务 的义务; (d) 措施的来源; 以及 (e) 措施的简短描述。
6. 任何一方均不得在本协议生效日期后针对附件5中规定的部门或事项所采取的任何措施中, 以该方的国籍为由, 要求另一方的投资者出售或以其他方式处置在措施生效时存在的投资, 除非相关机构在初始批准中另有规定。
7. 在一方根据第3段或第5段通知的不符合规定的措施进行修订或修改, 或一方在 本协议生效日期 后针对附件5中规定的部门或事项采取任何新措施的情况下, 该方应在修订或修改新措施之前, 或在特殊情况下, 尽快采取行动:
- (a) 通知另一方关于此类修订、修改或新措施的详细信息; 以及 (b) 在另一方请求时, 就此类修订、修改或新措施向另一方就具体问题作出答复。

8. Each Party shall endeavour, where appropriate, to reduce or eliminate the non-conforming measures that it adopts or maintains with respect to the sectors or matters specified in Annexes 4 and 5 respectively.

9. Articles 57 and 58 shall not apply to any measure covered by the exceptions to, or derogations from, obligations under Articles 3 and 4 of the TRIPS Agreement, as specifically provided in Articles 3, 4 and 5 of the TRIPS Agreement.

Article 63 Expropriation and Compensation

1. Neither Party shall expropriate or nationalise investments in its Area of investors of the other Party or take any measure tantamount to expropriation or nationalisation (hereinafter referred to in this Chapter as "expropriation") except:

- (a) for a public purpose;
- (b) on a non-discriminatory basis;
- (c) in accordance with law; and
- (d) upon payment of prompt, adequate and effective compensation pursuant to paragraphs 2, 3 and 4.

2. The compensation shall be equivalent to the fair market value of the expropriated investments:

- (a) at the time when the expropriation was publicly announced; or
- (b) when the expropriation occurred,

whichever is the earlier.

3. The fair market value shall not reflect any change in market value occurring because the expropriation had become publicly known earlier.

4. The compensation shall:

- (a) be paid without undue delay;
- (b) include interest at a commercially reasonable rate taking into account the length of time from the time of expropriation to the time of payment; and

8. 每一方应尽可能，在适当的情况下，减少或消除其就附件4和5中分别规定的部门或事项所采纳或维持的不符合规定的措施。

9. 第 57 和 58 条不适用于根据与贸易有关的知识产权协定第 3 条和第 4 条所规定的例外或豁免措施，具体规定在第 3、4 和 5 条中。

第 63 条 征收和补偿

1. 任何一方不得征收或国有化其在另一方的投资者区域内的投资，或采取任何等同于征收或国有化的措施（在本章中以下简称“征收”），但应遵守以下条件：

(a) 为公共利益；(b) 非歧视性基础；(c) 依法；以及 (d) 根据第 2、3 和 4 段的规定支付及时、充分和有效的补偿。

2. 补偿应相当于被征收投资的公允价值：

(a) 在征收公开宣布时；或 (b) 在征收发生时，

whichever是较早的。

3. 公允价值不应反映因征收在较早时已成为公众所知而发生的任何市场价值变化。

4. 补偿应：

(a) 无不当延迟支付；(b) 包括自征收之日起至支付之日止的合理商业利率的利息；以及

- (c) be effectively realisable and freely transferable and shall be freely convertible, at the market exchange rate prevailing on the date of expropriation, into the currency of the Party of the investors concerned and freely usable currencies.
- 5. (a) This Article shall apply to taxation measures, to the extent that such taxation measures constitute expropriation.
- (b) Where subparagraph (a) applies, Articles 60 and 67 shall also apply in respect of taxation measures.

Article 64 Protection from Strife

1. Each Party shall accord to investors of the other Party that have suffered loss or damage relating to their investments in the Area of the former Party owing to war, armed conflict or state of emergency such as revolution, insurrection, civil disturbance, riot or any other similar event in the Area of that former Party, treatment, as regards restitution, indemnification, compensation or any other settlement, that is no less favourable than that it accords to its own investors or to investors of a non-Party.
2. Any payments as a means of settlement referred to in paragraph 1 shall be effectively realisable, freely transferable and freely convertible at the market exchange rate into the currency of the Party of the investors concerned and freely usable currencies.

Article 65 Transfers

1. Each Party shall allow all transfers relating to investments in its Area of an investor of the other Party to be made freely into and out of its Area without undue delay. Such transfers shall include those of:
 - (a) the initial capital and additional amounts to maintain or expand investments;
 - (b) net profits, capital gains, dividends, royalties, interest, fees, and other current incomes accruing from investments;
 - (c) proceeds from the total or partial sale or liquidation of investments;

- (c) 可有效实现且可自由转移，并且在征收之日适用的市场汇率下，可自由兑换为有关投资者所属方的货币和可自由使用货币。

5. (a) 本条款适用于税收措施，至其构成征收的程度，
至其构成征收的程度，
征收。
- (b) 在第 (a) 款适用的情况下，第 60 条和 67 条也
也适用于税收措施。
措施。

第64条 防止冲突

1. 每一方应给予因在前方区域的投资而遭受损失或损害的另一方投资者，因战争、武装冲突或紧急状态（如革命、起义、内乱、暴乱或该前方区域发生的任何其他类似事件）所遭受的损失或损害，在恢复、赔偿、补偿或任何其他解决方面，不低于其给予自身投资者或非方投资者的待遇。
2. 第1段所述作为解决手段的任何付款，应能够有效实现、自由转移并以市场汇率为自由兑换的投资者所在方的货币和自由使用货币。

第65条 转让

1. 每一方应允许另一方投资者在其区域内的所有与投资相关的转让自由地流入和流出其区域，且不得无故延迟。此类转让应包括：
 - (a) 初始资本和用于维持或扩大投资的其他金额；(b) 来自投资的净利润、资本收益、股息、特许权使用费、利息、费用和其他经常性收入；(c) 投资全部或部分出售或清算的收入；

- (d) payments made under a contract, including loan payments in connection with investments;
- (e) net earnings and remuneration of personnel from the other Party who are employed and allowed to work in connection with investments in the Area of the former Party;
- (f) payments made pursuant to Articles 63 and 64; and
- (g) payments arising out of the settlement of a dispute under Article 67.

2. Each Party shall further ensure that such transfers may be made in a freely usable currency at the market exchange rate prevailing on the date of each transfer.

3. Notwithstanding paragraphs 1 and 2, a Party may delay or prevent such transfers through the equitable, non-discriminatory and good faith application of its laws relating to:

- (a) bankruptcy, insolvency or the protection of the rights of creditors;
- (b) issuing, trading or dealing in securities, futures, options or other derivatives;
- (c) criminal or penal offences;
- (d) ensuring compliance with orders or judgments in judicial proceedings or administrative rulings; and
- (e) obligations of investors arising from social security, and public retirement or compulsory savings scheme.

Article 66 Subrogation

1. If a Party or its designated agency makes a payment to any of its investors pursuant to an indemnity, guarantee or insurance contract, pertaining to an investment of that investor within the Area of the other Party, the other Party shall:

- (a) recognise the assignment, to the former Party or its designated agency, of any right or claim of the investor that formed the basis of such payment; and

(d) 根据合同支付的款项，包括与投资相关的贷款支付；(e) 来自另一方的人员的净收益和报酬，这些人员在区域的前方区域受雇并获准与投资相关的工作；(f) 根据第63条和第64条支付的款项；以及 (g) 根据第67条解决争议产生的款项。

2. 每一方应进一步确保此类转让可在每次转让日期的市场汇率下以可自由使用货币进行。

3. 尽管有第1段和第2段的规定，一方可通过对其有关以下事项的公平、非歧视和善意的法律适用来延迟或阻止此类转让：

(a) 破产、无力偿债或债权人权利保护；(b) 发行、交易或处理证券、期货、期权或其他衍生品；(c) 刑事或刑罚犯罪；(d) 确保遵守司法程序中的命令或判决或行政裁决；以及(e) 投资者因社会保障、公共退休或强制储蓄计划而产生的义务。

第66条 代位权

1. 如果一方或其指定机构根据赔偿、担保或保险合同向其任何投资者支付款项，该投资者的投资位于对方区域，则另一方应：

(a) 确认投资者原始权利或请求权，该权利或请求权构成了相关付款的基础，已转让给另一方或其指定机构；以及

- (b) recognise the right of the former Party or its designated agency to exercise by virtue of subrogation such right or claim to the same extent as the original right or claim of the investor.

2. Articles 63, 64 and 65 shall apply *mutatis mutandis* as regards payment to be made to the Party or its designated agency mentioned in paragraph 1 by virtue of such assignment of right or claim, and the transfer of such payment.

Article 67
Settlement of Investment Disputes
between a Party and an Investor of the Other Party

1. For the purposes of this Chapter, an “investment dispute” is a dispute between a Party and an investor of the other Party that has incurred loss or damage by reason of, or arising out of, an alleged breach of any obligation under this Chapter with respect to the investor and its investments.

2. Nothing in this Article shall be construed so as to prevent an investor who is a party to an investment dispute (hereinafter referred to in this Article as “disputing investor”) from seeking administrative or judicial settlement within the Party that is a party to the investment dispute (hereinafter referred to in this Article as “disputing Party”).

3. An investment dispute shall, as far as possible, be settled amicably through consultation or negotiation between the disputing investor and the disputing Party (hereinafter referred to in this Article as “the disputing parties”).

4. If the investment dispute cannot be settled through such consultation or negotiation within five months from the date on which the disputing investor requested for the consultation or negotiation in writing and if the disputing investor has not submitted the investment dispute for resolution under courts of justice or administrative tribunals or agencies, the disputing investor may submit the investment dispute to one of the following international conciliations or arbitrations:

- (a) conciliation or arbitration in accordance with the ICSID Convention, so long as the ICSID Convention is in force between the Parties;

- (b)确认另一方或其指定机构根据代位权行使该权利或请求权，其行使范围与投资者的原始权利或请求权相同。

2. 第63条、第64条和第65条应相应修改，以规定根据权利或请求权的转让，第1段中提到的方或其指定代理人应支付的款项，以及该款项的转让。

第67条
解决
of Investment Disputes
一方当事人与另一方投资者之间

1. 根据本章的规定，“投资争端”是指一方当事人与另一方投资者之间因本章规定的任何义务的所谓违反而发生损失或损害的争议。

2. 本条款中的任何内容均不得解释为阻止作为投资争端一方当事人的投资者（以下简称本条款中称为“争议投资者”）在作为投资争端一方当事人的方内寻求行政或司法解决（以下简称本条款中称为“争议方”）。

3. 投资争端应尽可能通过争议投资者与争议方之间的磋商或谈判（以下简称本条款中称为“争议方”）友好解决。

4. 如果投资争端在争议投资者书面请求磋商或谈判之日起五个月内无法通过此类磋商或谈判解决，并且争议投资者未将投资争端提交给法院、行政法庭或机构进行解决，则争议投资者可以将投资争端提交给以下国际调解或仲裁之一：

- (a) 根据《ICSID公约》进行调解或仲裁，只要《ICSID公约》在缔约方之间有效；

- (b) conciliation or arbitration under the ICSID Additional Facility Rules, so long as the ICSID Convention is not in force between the Parties;
- (c) arbitration under the Arbitration Rules of the United Nations Commission on International Trade Law, adopted by the United Nations Commission on International Trade Law on April 28, 1976, as may be amended; and
- (d) if agreed with the disputing Party, any arbitration in accordance with other arbitration rules.

5. For greater certainty, an investor of a Party may not submit to conciliation or arbitration referred to in paragraph 4 a dispute arising out of events which occurred, or a dispute which had been settled, prior to the date of entry into force of this Agreement.

6. A disputing investor may not submit to conciliation or arbitration referred to in paragraph 4 an investment dispute with respect to the establishment, acquisition or expansion of its investments.

7. The applicable arbitration rules shall govern the arbitration set forth in paragraph 4 except to the extent modified in this Article.

8. A disputing investor who intends to submit an investment dispute to conciliation or arbitration pursuant to paragraph 4 shall give to the disputing Party written notice of intent to do so at least 90 days before the investment dispute is submitted. The notice of intent shall specify:

- (a) the name and address of the disputing investor;
- (b) the specific measures of the disputing Party at issue and a brief summary of the factual and legal basis of the investment dispute sufficient to present the problem clearly, including the obligations under this Chapter alleged to have been breached;
- (c) conciliation or arbitration set forth in paragraph 4 which the disputing investor will choose; and
- (d) the relief sought and the approximate amount of damages claimed.

(b) 根据《ICSID附加便利规则》进行调解或仲裁，只要《ICSID公约》在缔约方之间无效；(c) 根据《联合国国际贸易法委员会仲裁规则》进行仲裁，该规则由联合国国际贸易法委员会于1976年4月28日通过，作为ma

应修订；并且(d) 如果与争议方达成一致，则根据其他仲裁规则进行的任何仲裁。

5. 为进一步明确，一方投资者不得提交第4段所述的调解或仲裁，该争议源于本协议生效日期之前发生的事件，或已解决的争议。

6. 争议投资者不得提交第4段所述的调解或仲裁，就其投资的设立、收购或扩张有关的投资争端。

7. 适用的仲裁规则应 govern 第4段所述的仲裁，除本条款修改的以外。

8. 任何一方投资者如打算根据第4段将投资争端提交调解或仲裁，应在投资争端提交前至少90天向争议方发出书面意向通知。意向通知应具体说明：

(a) 争议投资者的名称和地址；(b) 争议方所采取的具体措施以及关于投资争端的事实和法律依据的简要概述，足以清楚地陈述问题，包括本章节中据称被违约的义务；(c) 第4段中规定的调解或仲裁，争议投资者将选择；以及(d) 寻求的救济和索赔的损害赔偿的近似金额。

9. (a) Each Party hereby consents to the submission of investment disputes by a disputing investor to conciliation or arbitration set forth in paragraph 4 chosen by the disputing investor.
- (b) The consent given by subparagraph (a) and the submission by a disputing investor of an investment dispute to arbitration shall satisfy the requirements of:
- (i) Chapter II of the ICSID Convention or the ICSID Additional Facility Rules, for written consent of the parties to a dispute; and
- (ii) Article II of the New York Convention for an agreement in writing.

10. Notwithstanding paragraph 9, no investment dispute may be submitted to conciliation or arbitration set forth in paragraph 4, if more than three years have elapsed since the date on which the disputing investor acquired or should have first acquired, whichever is the earlier, the knowledge that the disputing investor had incurred loss or damage referred to in paragraph 1.

11. Notwithstanding paragraph 4, a disputing investor may initiate or continue an action that seeks interim injunctive relief that does not involve the payment of damages before an administrative tribunal or agency or a court of justice under the applicable laws of the disputing Party.

12. Unless the disputing parties agree otherwise, an arbitral tribunal established under paragraph 4 shall comprise three arbitrators, one arbitrator appointed by each of the disputing parties and the third, who shall be the presiding arbitrator, appointed by agreement of the disputing parties. If the disputing investor or the disputing Party fails to appoint an arbitrator or arbitrators within 60 days from the date on which the investment dispute was submitted to arbitration, the Secretary-General of the ICSID may be requested by either of the disputing parties, to appoint the arbitrator or arbitrators not yet appointed from the ICSID Panel of Arbitrators subject to the requirements of paragraphs 13 and 14.

13. Unless the disputing parties agree otherwise, the third arbitrator shall not be a national of either Party, nor have his or her usual place of residence in either Party, nor be employed by either of the disputing parties, nor have dealt with the investment dispute in any capacity.

9. (a) 每一方现同意将争议投资者的投资争端提交给第4段中争议投资者选择的调解或仲裁。(b) 第(a)款中给予的同意以及争议投资者将投资争端提交仲裁的行为,应满足以下要求:(i) ICSID公约第II章或ICSID附加便利规则中关于书面仲裁的要求。

争议各方同意;以及(ii) 纽约公约第II条关于书面协议的规定。

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10. 不论第9段的规定如何,如果争议投资者自第1段所述争议投资者遭受第1段所指损失或损害之日起超过三年,且争议投资者已知晓或应知晓该损失或损害,则不得将投资争端提交第4段规定的调解或仲裁。

11. 不论第4段的规定如何,争议投资者可以在行政法庭或机构或适用法律的法院之前提起或继续寻求临时禁令救济的行动,该行动不涉及损害赔偿。

12. 除非争议各方另有约定,根据第4段设立的仲裁庭应由三名仲裁员组成,其中一名由争议各方各自任命,第三名首席仲裁员由争议各方协议任命。如果争议投资者或争议方未能在投资争端提交仲裁之日起60天内任命仲裁员或仲裁员,任何争议方均可请求国际投资争端解决中心秘书长,根据第13段和第14段的要求,从国际投资争端解决中心仲裁员小组中任命尚未任命的仲裁员或仲裁员。

13. 除非争议方另有约定,第三仲裁员不得为任何一方国家的国民,也不得在任何一方通常居住,不得受雇于任何一方争议方,也不得以任何身份处理该投资争端。

14. In the case of arbitration referred to in paragraph 4, each of the disputing parties may indicate up to three nationalities, the appointment of arbitrators of which is unacceptable to it. In this event, the Secretary-General of the ICSID may be requested not to appoint as arbitrator any person whose nationality is indicated by either of the disputing parties.

15. Unless the disputing parties agree otherwise, an arbitration shall be held in a country that is a party to the New York Convention.

16. An arbitral tribunal established under paragraph 4 shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law.

17. The disputing Party shall deliver to the other Party:

- (a) written notice of the investment dispute submitted to the arbitration no later than 30 days after the date on which the investment dispute was submitted; and
- (b) copies of all pleadings filed in the arbitration.

18. On written notice to the disputing parties, the Party which is not the disputing Party may make submissions to the arbitral tribunal on a question of interpretation of this Agreement.

19. The arbitral tribunal may order an interim measure of protection to preserve the rights of the disputing investor, or to facilitate the conduct of arbitral proceedings, including an order to preserve evidence in the possession or control of either of the disputing parties. The arbitral tribunal shall not order attachment or enjoin the application of the measure alleged to constitute a breach referred to in paragraph 1.

20. The award rendered by the arbitral tribunal shall include:

- (a) a judgment whether or not there has been a breach by the disputing Party of any obligation under this Chapter with respect to the disputing investor and its investments; and
- (b) a remedy if there has been such breach. The remedy shall be limited to one or both of the following:
 - (i) payment of monetary damages and applicable interest; and

14. 在第4段所指的仲裁情况下
每一争议方可以指明最多三个国籍，其中仲裁员的任命对其是不可接受的。在这种情况下，国际投资争端解决中心秘书长可以被请求不任命任何一方争议方指明的国籍的人员为仲裁员。

15. 除非争议方另有约定，仲裁应在一个为纽约公约缔约方的国家举行。

16. 根据第4段设立的仲裁庭应根据本协议和适用国际法规则裁决争议问题。

17. 争议方应向另一方提交：

- (a) 书面通知，说明提交给仲裁的投资争端，且不得迟于投资争端提交之日起30天；以及 (b) 提交仲裁的所有诉讼文书副本

18. 向争议方发出书面通知后，非争议方可以就本协议的解释问题向仲裁庭提交意见。

19. 仲裁庭可以采取临时保护措施以保护争议投资者的权利，或促进仲裁程序的实施，包括下令保存争议方一方持有的证据。仲裁庭不得下令扣押或禁止采取第1段所述构成违约的措施。

20. 仲裁庭作出的裁决应包括：

- (a) 判断争议方是否违反了根据本章对争议投资者及其投资的任何义务；和根据争议方就争议投资者及其投资所负有的本章节任何义务；
- (b) 如果存在此类违约，则应提供补救措施。补救措施应限于以下一项或两项：(i) 支付货币损害赔偿和适用

利息；和

- (ii) restitution of property, in which case the award shall provide that the disputing Party may pay monetary damages and any applicable interest in lieu of restitution.

Costs may also be awarded in accordance with the applicable arbitration rules.

21. The award rendered in accordance with paragraph 20 shall be final and binding upon the disputing parties. The disputing Party shall carry out without delay the provisions of the award and provide in its Area for the enforcement of the award in accordance with its relevant laws and regulations.

22. Neither Party shall give diplomatic protection, or bring an international claim, in respect of an investment dispute which the other Party and an investor of the former Party have consented to submit or submitted to arbitration set forth in paragraph 4, unless the other Party shall have failed to abide by and comply with the award rendered in such investment dispute. Diplomatic protection, for the purposes of this paragraph, shall not include informal diplomatic exchanges for the sole purpose of facilitating a settlement of the investment dispute.

Article 68 Temporary Safeguard Measures

1. A Party may adopt or maintain measures not conforming with its obligations under Article 57 relating to cross-border capital transactions and Article 65:

- (a) in the event of serious balance-of-payments and external financial difficulties or threat thereof; or
- (b) in cases where, in exceptional circumstances, movements of capital cause or threaten to cause serious difficulties for macroeconomic management in particular, monetary, fiscal and exchange rate policies.

2. The measures referred to in paragraph 1 shall:

- (a) be consistent with the Articles of Agreement of the International Monetary Fund, as may be amended;
- (b) not exceed those necessary to deal with the circumstances set out in paragraph 1;

- (ii) 财产返还，在这种情况下，裁决应规定争议方可以用货币损害赔偿和任何适用的利息代替财产返还。

费用也可能根据适用的仲裁规则予以裁决。

21. 根据第20段作出的裁决应当对争议方终局且具有约束力。争议方应当立即履行裁决的规定，并在其区域依照其相关法律和法规为裁决的执行提供便利。

22. 任何一方不得就另一方与该另一方的前一方投资者已同意提交或已提交仲裁的第4段所述的投资争端给予外交保护或提出国际索赔，除非另一方未能遵守和执行在该投资争端中作出的裁决。本段所称外交保护不包括仅为促进投资争端解决而进行的非正式外交磋商。

第68条 临时保护措施

1. 一方可采取或维持与其根据第57条有关跨境资本交易和第65条的义务不符的措施：

(a) 在发生严重国际收支和外部金融困难或存在此类威胁的情况下；或 (b) 在特殊情况下，资本流动导致或威胁导致宏观经济管理（尤其是货币、财政和汇率政策）发生严重困难的情况下。

2. 第1段所述的措施应：

(a) 与国际货币基金组织协定，包括修订，保持一致； (b) 不得超过处理第1段所述情况所需的数额；

- (c) be temporary and eliminated as soon as conditions permit;
- (d) be promptly notified to the other Party;
- (e) avoid unnecessary damages to the commercial, economic and financial interests of the other Party; and
- (f) ensure that the other Party is treated as favourably as any non-Party.

3. Nothing in this Article shall be regarded as altering the rights enjoyed and obligations undertaken by a Party as a party to the Articles of Agreement of the International Monetary Fund, as may be amended.

Article 69 Prudential Measures

1. Notwithstanding any other provisions of this Chapter, a Party shall not be prevented from taking measures relating to financial services for prudential reasons, including measures for the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by an enterprise supplying financial services, or to ensure the integrity and stability of the financial system.

2. Where such measures do not conform with the provisions of this Chapter, they shall not be used as a means of avoiding the Party's commitments or obligations under this Chapter.

Note: For the purposes of this Article, "financial services" shall have the same meaning as in subparagraph 5(a) of the Annex on Financial Services of the GATS.

Article 70 Denial of Benefits

1. A Party may deny the benefits of this Chapter to an investor of the other Party that is an enterprise of the other Party and to its investments, where the denying Party establishes that the enterprise is owned or controlled by an investor of a non-Party and the denying Party:

- (a) does not maintain diplomatic relations with the non-Party; or

(c) 具有临时性，并在条件允许时予以消除；(d) 及时通知另一方；(e) 避免对另一方的商业、经济和金融利益造成不必要的损害；以及 (f) 确保另一方与非缔约方受到同等待遇。

3. 本条款中的任何内容均不得被视为改变一方作为国际货币基金组织协定（可修订）缔约方的权利和所承担的义务。

第69条 审慎措施

1. 尽管本章有任何其他规定，一方因审慎理由采取与金融服务相关的措施，包括为保护投资者、存款人、保单持有人或金融服务供应企业提供信托责任的个人所采取的措施，或为确保金融体系的完整性和稳定性而采取的措施，不应受到阻碍。

2. 如果此类措施不符合本章的规定，则不得将其用作规避本章下该方承诺或义务的手段。

注：根据本条款，'金融服务'应具有与《服务贸易总协定》金融服务附件第5(a)分款中相同的含义。

第70条 拒绝利益

1. 一方可以拒绝向另一方的一个企业及其投资方提供本章的利益，如果拒绝方证明该企业被一个非缔约方的投资者拥有或控制，并且拒绝方：

- (a) 不与非缔约方保持外交关系；或

- (b) adopts or maintains measures with respect to the non-Party that prohibit transactions with the enterprise or that would be violated or circumvented if the benefits of this Chapter were accorded to the enterprise or to its investments.

2. Subject to prior notification and consultation, a Party may deny the benefits of this Chapter to an investor of the other Party that is an enterprise of the other Party and to its investments, where the denying Party establishes that the enterprise is owned or controlled by an investor of a non-Party and the enterprise has no substantial business activities in the Area of the other Party.

Article 71 Environmental Measures

Each Party recognises that it is inappropriate to encourage investments by investors of the other Party by relaxing its environmental measures. To this effect each Party should not waive or otherwise derogate from such environmental measures as an encouragement for establishment, acquisition or expansion of investments in its Area.

Article 72 Sub-Committee on Investment

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Investment (hereinafter referred to in this Article as "Sub-Committee") shall be established on the date of entry into force of this Agreement.

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

- (a) exchanging information on any matters related to this Chapter;
- (b) reviewing the implementation and operation of this Chapter;
- (c) discussing any issues related to this Chapter;
- (d) reporting the findings and the outcome of discussions of the Sub-Committee to the Joint Committee; and
- (e) carrying out other functions as may be delegated by the Joint Committee in accordance with Article 11.

- (b) 对非缔约方采取或维持禁止与企业进行交易的措施，或如果本章的利益给予企业或其投资，则该措施将被违反或规避。

2. 经事先通知和磋商，一方可以否认本章节给予另一方投资者的利益，该投资者为另一方企业及其投资，前提是拒绝方证明该企业为非缔约方投资者所有或控制，且该企业在另一方区域没有实质业务活动。

第71条 环境措施

每一方承认，通过放宽其环境措施来鼓励另一方的投资者进行投资是不适当的。为此，每一方均不得放弃或以其他方式损害此类环境措施，作为鼓励在其区域设立、收购或扩张投资的一种激励。

第72条 投资分委员会

1. 为有效实施和运营本章节，应在本协议生效日期设立投资分委员会（以下简称本条中称“分委员会”）。

2. 分委员会的职能如下：

(a) 交换与本章相关的事项信息；(b) 审查本章的实施和运营；(c) 讨论与本章相关的问题；(d) 向联合委员会报告分委员会的调查结果和讨论结果；以及(e) 根据第11条授权，执行联合委员会可能委托的其他职能。

3. The Sub-Committee shall be:
 - (a) composed of representatives of the Governments of the Parties; and
 - (b) co-chaired by officials of the Governments of the Parties.
4. The Sub-Committee may invite representatives of relevant entities other than the Governments of the Parties with the necessary expertise relevant to the issues to be discussed.
5. The Sub-Committee shall meet at such venues and times as may be agreed by the Parties.

Chapter 6
Trade in Services

Article 73
Scope

1. This Chapter shall apply to measures by a Party affecting trade in services.
2. This Chapter shall not apply to:
 - (a) in respect of air transport services, measures affecting traffic rights, however granted or services directly related to the exercise of traffic rights except measures affecting:
 - (i) aircraft repair and maintenance services;
 - (ii) the selling and marketing of air transport services; and
 - (iii) computer reservation system (CRS) services;
 - (b) laws, regulations or requirements governing the procurement by governmental agencies of services purchased for governmental purposes and not with a view to commercial resale or with a view to use in the supply of services for commercial sale;
 - (c) cabotage in maritime transport services;
 - (d) measures affecting natural persons of a Party seeking access to the employment market of the other Party, or measures regarding nationality, or residence or employment on a permanent basis; and

3. 分委员会应:
 - (a) 由各缔约方政府的代表组成; 以及 (b) 由各缔约方政府的官员共同主持。
4. 分委员会可以邀请除各缔约方政府以外的、具有与将要讨论的问题相关的必要专业知识的有关实体的代表。
5. 分委员会应在各缔约方商定的地点和时间举行会议。

第6章 服务贸易 第
73条 范围

1. 本章适用于一方影响服务贸易的措施。
2. 本章不适用于:
 - (a) 就航空运输服务而言, 影响运输权的措施, 无论其如何授予, 或与行使运输权直接相关的服务, 但影响: (i) 飞机维修保养服务; (ii) 航空运输服务的销售和营销; 以及 (iii) 计算机预订系统 (CRS) 服务;
 - (b) 政府机构为政府目的采购服务的法律、法规或要求, 且并非旨在商业转售, 或旨在为商业销售提供服务的供应而使用;
 - (c) 海上运输服务中的沿海航运;
 - (d) 影响一方寻求进入另一方就业市场之自然人的措施, 或涉及国籍、居住或永久性就业的措施; 以及

- (e) subsidies provided by a Party or a state enterprise thereof, including grants, government-supported loans, guarantees and insurance.

3. Article 79 shall not apply to any measure by a Party pursuant to immigration laws and regulations.

4. This Chapter shall not prevent a Party from applying measures to regulate the entry of natural persons of the other Party into, or their temporary stay in, the former Party, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to the other Party under the terms of a specific commitment.

Note: The sole fact of requiring a visa for natural persons of a certain nationality or citizenship and not for those of others shall not be regarded as nullifying or impairing benefits under a specific commitment.

5. Annex 6 provides supplementary provisions to this Chapter with respect to financial services.

Article 74 Definitions

For the purposes of this Chapter:

- (a) “aircraft repair and maintenance services” means such activities when undertaken on an aircraft or a part thereof while it is withdrawn from service and does not include so-called line maintenance;
- (b) “commercial presence” means any type of business or professional establishment, including through:
 - (i) the constitution, acquisition or maintenance of a juridical person; or
 - (ii) the creation or maintenance of a branch or a representative office,within the Area of a Party for the purposes of supplying services;

- (e) 一方或其国有企业提供的补贴，包括拨款、政府支持贷款、担保和保险。

3. 第79条不适用于一方根据移民法律和法规采取的任何措施。

4. 本章不得阻止一方采取措施，以监管另一方自然人进入前一方或在前一方临时停留，包括为保护其边境的完整性和确保自然人有序流动所必需的措施，前提是此类措施不得以使具体承诺项下另一方应得利益失效或受损的方式实施。

注释：仅要求某国籍或公民身份的自然人签证，而未要求其他人的，不应被视为使具体承诺项下的利益失效或受损。

5. 附件6就金融服务提供了本章的补充规定。

第74条 定义

本章规定：

(a) “飞机维修保养服务”是指当飞机或其一部分退出服务时进行的此类活动，不包括所谓的航线维护；

(b) “商业存在”是指任何类型的商业或专业设立，包括通过：

(i) 设立法人；收购或维护法人；或 (ii) 设立或维护分支机构或代表处，

在一方区域内为供应服务；

- (c) “computer reservation system (CRS) services” means services provided by computerised systems that contain information about air carriers’ schedules, availability, fares and fare rules, through which reservations may be made or tickets may be issued;
- (d) “juridical person” means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;
- (e) “juridical person of the other Party” means a juridical person which is either:
- (i) constituted or organised under the law of the other Party; or
 - (ii) in the case of the supply of a service through commercial presence, owned or controlled by:
 - (A) natural persons of the other Party; or
 - (B) juridical persons of the other Party identified under subparagraph (i);
- (f) a juridical person is:
- (i) “owned” by persons of a Party or a non-Party if more than 50 percent of the equity interests in it is beneficially owned by such persons;
 - (ii) “controlled” by persons of a Party or a non-Party if such persons have the power to name a majority of its directors or otherwise to legally direct its actions; and
 - (iii) “affiliated” with another person when it controls, or is controlled by, that other person; or when it and the other person are both controlled by the same person;
- (g) “measure” means any measure, including that of taxation, whether in the form of a law, regulation, rule, procedure, decision, administrative action or any other form;

- (c) “计算机预订系统 (CRS) 服务”指由计算机化系统提供的服务，其中包含关于航空公司航班时刻、可用性、票价和票价规则的信息，通过这些信息可以进行预订或签发机票；
- (d) “法人”是指任何依法成立的法律实体构成或以其他方式组织起来，无论是否以营利为目的，也无论是否为私营或国有，包括任何公司、信托、合伙企业、合资企业、个体工商户或协会；
- (e) “对方法人”是指一个法人，该法人要么：
- (i) 根据另一方法律构成或组织；或 (ii) 在通过商业存在提供服务的情况下，由：(A) 对方自然人；或 (B) 根据分款 (i) 确定的对方法人拥有或控制； (f) 法人是：
 - (i) “由一方或非缔约方人员拥有”
- 如果其股权利益超过50%由此类人员实际拥有； (ii) “受一方或非一方人员控制”如果此类人员有权任命其多数董事或以其他方式合法地指导其行动；以及
- (iii) “与另一方有关联”当其控制或受另一方控制时；或当其与另一方同时受同一个人控制时；
- (g) “措施”是指任何措施，包括税收，无论以法律、法规、规则、程序、决定、行政行为或任何其他形式存在；

- (h) “measures by a Party” means measures taken by:
- (i) central or local governments and authorities of a Party; and
 - (ii) non-governmental bodies in the exercise of powers delegated by central or local governments or authorities of a Party;
- (i) “measures by a Party affecting trade in services” includes measures by a Party in respect of:
- (i) the purchase, payment or use of services;
 - (ii) the access to and use of, in connection with the supply of services, services which are required by the Party to be offered to the public generally; and
 - (iii) the presence, including commercial presence, of persons of the other Party for the supply of services in the Area of the former Party;
- (j) “monopoly supplier of a service” means any person, public or private, which in the relevant market of the Area of a Party is authorised or established formally or in effect by that Party as the sole supplier of that service;
- (k) “natural person of the other Party” means a natural person who under the law of the other Party:
- (i) in respect of Brunei Darussalam, is a national of Brunei Darussalam or is a permanent resident in Brunei Darussalam; and
 - (ii) in respect of Japan, is a national of Japan;
- (l) “person” means either a natural person or a juridical person;
- (m) “sector” of a service means:
- (i) with reference to a specific commitment, one or more, or all, sub-sectors of that service, as specified in a Party’s Schedule of Specific Commitments in Annex 7; or
 - (ii) otherwise, the whole of that service sector, including all of its sub-sectors;

- (h) “一方的措施”是指一方采取的措施:
- (i) 一方的中央或地方政府和机构
- ;以及(ii) 一方中央或地方政府或机构授予的权力在非政府机构行使时;
- (i) “一方影响服务贸易的措施”
包括一方在以下方面的措施:
- (i) 服务的购买、支付或使用;
 - (ii) 在与服务供应相关的方面, 对一方为向公众普遍提供而必须提供的服务的获取和使用; 以及
 - (iii) 另一方人员, 包括商业存在, 为前方的区域提供服务;
- (j) “服务的垄断供应商”是指任何
个人, 公共或私人, 在一方相关区域的市场中, 被该方授权或正式或实际上设立为该服务的唯一供应商;
- (k) “另一方的自然人”是指根据另一方法律: (i) 在文莱达鲁萨兰方面, 是文莱国民或文莱永久居民; 以及 (ii) 在日本方面, 是日本国民; (l) “个人”是指自然人或法人;
- (m) “部门”的服务是指: (i) 针对具体承诺, 一方在附件7中的具体承诺清单中指定的该服务的一个或多个或全部子部门; 或 (ii) 其他情况下, 该服务部门的全部, 包括其所有子部门;

- (n) "service consumer" means any person that receives or uses a service;
- (o) "service of the other Party" means a service which is supplied:
 - (i) from or in the Area of the other Party, or in the case of maritime transport, by a vessel registered under the laws of the other Party, or by a person of the other Party which supplies the service through the operation of a vessel or its use in whole or in part; or
 - (ii) in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of the other Party;
- (p) "services" includes any service in any sector except services supplied in the exercise of governmental authority;
- (q) "services supplied in the exercise of governmental authority" means any services which are supplied neither on a commercial basis nor in competition with one or more service suppliers;
- (r) "service supplier" means any person that supplies a service;

Note: Where the service is not supplied directly by a juridical person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e. the juridical person) shall, nonetheless, through such presence be accorded the treatment provided for service suppliers under this Chapter. Such treatment shall be extended to the presence through which the service is supplied and need not be extended to any other parts of the supplier located outside the Area of a Party where the service is supplied.
- (s) "service supplier of the other Party" means any natural person of the other Party or juridical person of the other Party, that supplies a service;
- (t) "state enterprise" means an enterprise owned or controlled by a Party;

(n) "服务消费者"是指接收或使用服务的人员; (o) "对方提供服务"是指由以下方式提供的服务: (i) 从对方区域或提供, 或在海上运输的情况下, 由在对方国家注册的船舶提供, 或由对方人员通过船舶的运作或其全部或部分使用来提供服务; 或 (ii) 在通过商业存在或通过自然人存在提供服务的情况下, 由对方服务提供者提供; (p) "服务" 包括任何部门中的任何服务, 但不包括政府当局提供的服务; (q) "政府当局提供的服务"是指既非以商业为基础提供, 也非与一个或多个服务提供者竞争的任何服务; (r) "服务提供者"是指提供服务的人员; 注释: 如果服务不是由法人直接提供, 而是通过分支机构或代表处等其他形式的商业存在提供, 则服务提供者 (即法人) 仍应通过此类存在获得本章规定的对服务提供者的待遇。此类待遇应扩展到提供服务的方式, 但无需扩展到供应商在服务提供方所在方的区域以外的任何其他部分。 (s) "对方服务提供者"是指提供服务的对方自然人或对方法人; (t) "国有企业"是指由一方拥有或控制的企业;

- (u) "supply of a service" includes the production, distribution, marketing, sale and delivery of a service;
- (v) "the selling and marketing of air transport services" means opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution. These activities do not include the pricing of air transport services nor the applicable conditions;
- (w) "trade in services" means the supply of a service:
 - (i) from the Area of a Party into the Area of the other Party ("cross-border supply mode");
 - (ii) in the Area of a Party to the service consumer of the other Party ("consumption abroad mode");
 - (iii) by a service supplier of a Party, through commercial presence in the Area of the other Party ("commercial presence mode"); and
 - (iv) by a service supplier of a Party, through presence of natural persons of that Party in the Area of the other Party ("presence of natural persons mode"); and
- (x) "traffic rights" means the rights for scheduled and non-scheduled services to operate and/or to carry passengers, cargo and mail for remuneration or hire from, to, within, or over a Party, including points to be served, routes to be operated, types of traffic to be carried, capacity to be provided, tariffs to be charged and their conditions, and criteria for designation of airlines, including such criteria as number, ownership and control.

(u) “服务的供应”包括服务的生产、分销、营销、销售和交付；

(v) “航空运输的出售和营销”
“服务”是指相关航空公司自由销售和营销其航空运输服务的机遇，包括营销的所有方面，如市场调研、广告和分销。这些活动不包括航空运输服务的定价或适用条件；

(w) “服务贸易”是指服务的供应服务

(i) 从一方区域到对方区域（“跨境供应模式”）；(ii) 在一方区域到另一方服务消费者（“境外消费模式”）；(iii) 由一方服务供应商，通过在对方区域内的商业存在（“商业存在模式”）；以及(iv) 由一方服务供应商，通过该方自然人存在于对方区域（“自然人存在模式”）；以及(x) “运输权”是指对附件规定的权利

以及非定期服务，为报酬或租赁，从、至、在或经一方，运营和/或运输旅客、货物和邮件，包括服务点、运营航线、运输类型、提供能力、收费标准及其条件，以及航空公司指定标准，包括此类标准如数量、所有权和控制权。

Article 75
Market Access

1. With respect to market access through the modes of supply defined in subparagraph (w) of Article 74, each Party shall accord services and service suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of Specific Commitments in Annex 7.

Note: If a Party undertakes a market-access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (w)(i) of Article 74 and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital. If a Party undertakes a market-access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (w)(iii) of Article 74, it is thereby committed to allow related transfers of capital into its Area.

2. In sectors where market-access commitments are undertaken, the measures which a Party shall not maintain or adopt either on the basis of a regional subdivision or on the basis of its entire Area, unless otherwise specified in its Schedule of Specific Commitments in Annex 7, are defined as:

- (a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
- (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;
- (c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test;

Note: This subparagraph does not cover measures of a Party which limit inputs for the supply of services.

第75条 市场准入

1. 关于第74条第(w)款中定义的供应方式的市场准入，每一方应给予另一方服务和服
务供应商不低于附件7中其具体承诺清单所规定条款、限制和条件下的待遇。

注释：如果一方就通过第74条第(w)(i)款所述供应模式提供的服务承担市场
准入承诺，并且跨境资本流动是该服务本身的重要组成部分，那么该方即
由此承担允许此类资本流动的义务。如果一方就通过第74条第(w)(iii)款所
述供应模式提供的服务承担市场准入承诺，那么该方即由此承担允许相关
资本转移进入其区域的权利。

2. 在承担市场准入承诺的部门中，除非附件7中的具体承诺清单另有规定，一方不得
维持或采用基于区域划分或基于其整个区域措施的部门，定义为：

- (a) 对服务供应商数量的限制，无论以数量配额、垄断、独家服务供应商
或经济需求测试的要求的形式；
- (b) 对服务交易总额或以数量配额形式存在的资产的限制，或要求进行经
济需求测试；
- (c) 对服务操作总数或以指定数量单位以配额形式表示的服务产出总量的限制，
或要求进行经济需求测试；

注释：本分款不涵盖一方为限制服务供应投入而采取的措施。

- (d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test;
- (e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service; and
- (f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

Article 76
National Treatment

1. In the sectors inscribed in its Schedule of Specific Commitments in Annex 7, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers.

Note: Specific commitments assumed under this Article shall not be construed to require either Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.

2. A Party may meet the requirement of paragraph 1 by according to services and service suppliers of the other Party, either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.

3. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of a Party compared to like services or service suppliers of the other Party.

(d) 对在特定服务部门中可能被雇用的自然人总数、服务供应商可能雇用的必要且与服务供应形式相关的特定服务提供者数量的限制，以数量配额或经济需求测试的要求为准；

(e) 限制或要求服务供应商必须通过特定类型法律实体或合资企业来提供服务措施；以及

(f) 对外国资本参与的限制，包括对外国持股的最大百分比限制或单个或累计外国投资总额的限制。

第76条 国民待遇

1. 在其附件7中具体承诺清单所列部门，并遵守其中规定的任何条件和资格，每一方应给予另一方服务和服务供应商在所有影响服务供应的措施方面不低于其给予本国类似服务和服务供应商的待遇。

注释：根据本条款承担的具体承诺不应被解释为要求任何一方对其相关服务或服务供应商的外国特性所导致的固有竞争劣势进行补偿。

2. 一方可通过给予另一方的服务和服务供应商与给予本国类似服务和服务供应商的形式上相同或形式上不同的待遇，以满足第1段的要求。

3. 形式上相同或形式上不同的待遇，如果它修改了竞争条件，使得一方或其服务或服务供应商的服务或服务供应商比另一方或其类似服务或服务供应商的服务或服务供应商更有利，则应被视为不利待遇。

Article 77
Additional Commitments

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 75 and 76, including those regarding qualifications, standards or licensing matters. Such commitments shall be inscribed in a Party's Schedule of Specific Commitments in Annex 7.

Article 78
Schedule of Specific Commitments

1. Each Party shall set out in a schedule the specific commitments it undertakes under Articles 75, 76 and 77. Schedules of Specific Commitments shall be annexed to this Agreement as Annex 7.
2. With respect to sectors where specific commitments are undertaken by each Party, its Schedule of Specific Commitments in Annex 7 shall specify:
 - (a) terms, limitations and conditions on market access;
 - (b) conditions and qualifications on national treatment;
 - (c) undertakings relating to additional commitments; and
 - (d) where appropriate, the time-frame for implementation of such commitments.
3. Measures inconsistent with both Articles 75 and 76 shall be inscribed in the column relating to Article 75. This inscription will be considered to provide a condition or qualification to Article 76 as well.

Article 79
Most-Favoured-Nation Treatment

1. Each Party shall accord to services and service suppliers of the other Party treatment no less favourable than that it accords to like services and service suppliers of any non-Party.
2. Paragraph 1 shall not apply to any measure by a Party with respect to sectors, sub-sectors or activities, as set out in its Schedule in Annex 8.

第77条 附加承诺

缔约方可以就第75条和第76条未列入清单的影响服务贸易的措施进行承诺, 包括关于资格、标准或许可事项的承诺。此类承诺应列入附件7中的一方的具体承诺清单。

第78条 具体承诺清单

1. 每一方应当在清单中列明其根据第75条、第76条和第77条作出的具体承诺。具体承诺的附件应作为附件7附属于本协议。
2. 对于每一方作出具体承诺的部门, 其在附件7中的具体承诺清单应规定:
 - (a) 市场准入的条款、限制和条件; (b) 国民待遇的条件和资格; (c) 与附加承诺相关的承诺; 以及(d) 如适用, 此类承诺的实施时间表。
3. 与第75条和第76条均不一致的措施应记载于与第75条相关的栏目中。此项记载应被视为提供了对第76条的条件或资格。

第79条 最惠国待遇

1. 每一方应给予另一方的服务和服务供应商不低于其给予任何非缔约方的类似服务和服务供应商的待遇。
2. 第1段不适用于一方针对附件8中列出的部门、子部门或活动所采取的措施。

3. If a Party has entered into an agreement on trade in services with a non-Party, or enters into such an agreement after this Agreement comes into force, with respect to sectors, sub-sectors or activities included in its Schedule in Annex 8, it shall, upon the request of the other Party, consider according to services and service suppliers of the other Party, treatment no less favourable than that it accords to like services and service suppliers of that non-Party pursuant to such an agreement.

Article 80
Qualifications, Technical Standards and Licensing

With a view to ensuring that measures by a Party relating to qualification requirements and procedures, technical standards and licensing requirements do not constitute unnecessary barriers to trade in services, each Party shall endeavour to ensure that such measures:

- (a) are based on objective and transparent criteria, such as competence and the ability to supply the service;
- (b) are not more burdensome than necessary to ensure the quality of the service; and
- (c) in the case of licensing procedures, are not in themselves a restriction on the supply of the service.

Article 81
Mutual Recognition

1. A Party may recognise the education or experience obtained, requirements met, or licences or certifications granted in the other Party for the purposes of the fulfilment, in whole or in part, of its standards or criteria for the authorisation, licensing or certification of service suppliers of the other Party.

2. Recognition referred to in paragraph 1, which may be achieved through harmonisation or otherwise, may be based upon an agreement or arrangement between the Parties or may be accorded unilaterally.

3. Where a Party recognises, unilaterally or by agreement or arrangement between the Party and a non-Party, the education or experience obtained, requirements met or licences or certifications granted in the non-Party:

3. 如果一方与非缔约方就服务贸易达成了协议，或在本协议生效后就服务贸易达成了协议，且该协议中包含附件8中列出的部门、子部门或活动，则该方应根据另一方的请求，根据该协议，考虑根据另一方的服务和供应商，给予不低于其根据该协议给予该非缔约方的类似服务和供应商的待遇。

第80条
资格、技术标准和许可

为确保一方与资格要求及程序、技术标准及许可要求相关的措施不构成服务贸易的不必要壁垒，每一方应努力确保此类措施：

- (a) 基于客观和透明的标准，例如能力和提供服务的能力；(b) 不比确保服务质量所必需的负担更重；以及(c) 在许可程序的情况下，本身不是对服务供应的限制。

第81条 相互承认

1. 一方可承认另一方为履行其关于另一方服务供应商的授权、许可或认证的标准或标准的目的是所获得的学历或经验、满足的要求或授予的许可证或认证。

2. 第1段所述的承认，可以通过协调或其他方式实现，可以基于缔约方之间的协议或安排，也可以单方面授予。

3. 当一方单方面或通过一方与非缔约方之间的协议或安排承认非缔约方获得的学历或经验、满足的要求或授予的许可证或认证时：

- (a) nothing in Article 79 shall be construed to require the Party to accord such recognition to the education or experience obtained, requirements met or licences or certifications granted in the other Party; and
- (b) the Party shall accord the other Party an adequate opportunity to demonstrate that the education or experience obtained, requirements met or licences or certifications granted in the other Party should also be recognised.

Article 82 Transparency

1. The competent authorities referred to in paragraph 2 of Article 3 shall endeavour, upon request by service suppliers of the other Party, to promptly respond to specific questions from, and provide information to, the service suppliers with respect to matters referred to in paragraph 1 of Article 3.

2. Within two years from the date of entry into force of this Agreement, each Party shall prepare, forward to the other Party and make public a list providing all existing measures, within the scope of this Chapter, which are inconsistent with Article 75 and/or 76, whether or not these measures are included in its specific commitments in Annex 7. The list shall include the following elements and shall be reviewed every three years and revised as necessary:

- (a) sector and sub-sector;
- (b) type of inconsistency (i.e. Market Access and/or National Treatment);
- (c) legal source or authority of the measure; and
- (d) succinct description of the measure.

Note: The list under this paragraph will be made solely for the purposes of transparency, and shall not be construed to affect any rights and obligations of a Party under this Chapter.

- (a) 第79条中的任何内容均不得解释为要求该方承认另一方获得的学历或经验、满足的要求或授予的许可证或认证；以及
- (b) 该方应当给予另一方充分的机会证明另一方获得的学历或经验、满足的要求或授予的许可证或认证也应得到承认。

第82条 透明度

1. 第3条第2段所述的主管当局在另一方服务供应商提出请求时，应努力及时回应来自服务供应商的具体问题，并提供关于第3条第1段所述事项的信息。

2. 自本协议生效之日起两年内，每一方应制定、提交给另一方并公布一份清单，列出在本章范围内与第75条和/或第76条不一致的所有现有措施，无论这些措施是否包含在其附件7中的具体承诺中。该清单应包括以下要素，并每三年审查一次并进行必要的修订：

- (a) 部门和子部门；(b) 不一致类型（即市场准入和/或国民待遇）；(c) 措施的法律来源或授权；以及 (d) 措施的简短描述。

注释：本段下方的列表将仅出于透明度的目的而编制，且不得解释为影响本章节下一方在本章节项下的任何权利和义务。

Article 83
Monopolies and Exclusive Service Suppliers

1. Each Party shall ensure that any monopoly supplier of a service in its Area does not, in the supply of the monopoly service in the relevant market, act in a manner inconsistent with the Party's commitments under this Chapter.
2. Where a Party's monopoly supplier competes, either directly or through an affiliated juridical person, in the supply of a service outside the scope of its monopoly rights and which is subject to that Party's specific commitments, the Party shall ensure that such a supplier does not abuse its monopoly position to act in the Area of the Party in a manner inconsistent with such commitments.
3. The provisions of this Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect:
 - (a) authorises or establishes a small number of service suppliers; and
 - (b) substantially prevents competition among those suppliers in its Area.

Article 84
Payments and Transfers

1. Except under the circumstances envisaged in Article 85, a Party shall not apply restrictions on international transfers and payments for current transactions relating to its specific commitments.
2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund under the Articles of Agreement of the International Monetary Fund, as may be amended, including the use of exchange actions which are in conformity with the Articles of Agreement of the International Monetary Fund, as may be amended, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 85, or at the request of the International Monetary Fund.

第83条 垄断和独家服务供应商

1. 每一方应确保其区域内的任何服务的垄断供应商在相关市场的垄断服务供应中，其行为与本方在本章节项下的承诺不一致。
2. 当一方垄断供应商在超出其垄断权范围的服务供应领域，或通过附属法人直接或间接竞争，并且该服务属于该方具体承诺的范畴时，该方应确保该供应商不滥用其垄断地位，在方的区域内以与该承诺不一致的方式行事。
3. 本条款的规定也适用于独家服务供应商的情况，其中一方正式或实际上：
 - (a) 授权或设立少量服务供应商；和
 - (b) 实质性阻止其在区域内的供应商之间进行竞争。

第84条 支付和转让

1. 除第85条所述情况外，一方不得对其具体承诺相关的经常交易适用对国际转让和支付的限制。
2. 本章任何规定均不影响缔约方作为国际货币基金组织成员根据国际货币基金组织协定（包括可能修订的协定）所享有的权利和义务，包括使用与国际货币基金组织协定（可能修订的协定）一致的外汇行动，但一方不得在不一致于其关于此类交易的具体承诺的情况下，对任何资本交易施加限制，除非根据第85条，或应国际货币基金组织的请求。

Article 85
Restrictions to Safeguard the Balance of Payments

1. In the event of serious balance-of-payments and external financial difficulties or threat thereof, a Party may adopt or maintain restrictions on trade in services on which it has undertaken specific commitments, including on payments or transfers for transactions related to such commitments.
2. The restrictions referred to in paragraph 1:
 - (a) shall ensure that the other Party is treated as favourably as any non-Party;
 - (b) shall be consistent with the Articles of Agreement of the International Monetary Fund, as may be amended;
 - (c) shall avoid unnecessary damage to the commercial, economic and financial interests of the other Party;
 - (d) shall not exceed those necessary to deal with the circumstances described in paragraph 1; and
 - (e) shall be temporary and be phased out progressively as the situation specified in paragraph 1 improves.
3. In determining the incidence of such restrictions, a Party may give priority to the supply of services which are more essential to its economic or development programmes. However, such restrictions shall not be adopted or maintained for the purposes of protecting a particular service sector.
4. Any restrictions adopted or maintained under paragraph 1, or any changes therein, shall be promptly notified to the other Party.
5. Where a Party has adopted restrictions pursuant to paragraph 1, that Party shall, upon request, commence consultations with the other Party promptly in order to review the restrictions adopted by the former Party.

对Saf的限制 第85条
eguard the 国际收支

1. 在发生严重国际收支和外部金融困难或存在此类威胁的情况下，一方可以采取或维持对其已作出具体承诺的服务贸易的限制，包括对该等承诺相关的交易付款或转让的限制。
2. 第1段所述的限制：
 - (a) 应确保另一方受到与非缔约方同等的待遇；(b) 应与修订后的国际货币基金组织协定保持一致；(c) 应避免对另一方的商业、经济和金融利益造成不必要的损害；(d) 不得超过处理第1段所述情况所必需的程度；以及(e) 应是暂时的，并在第1段所述情况改善时逐步逐步取消。
3. 在确定此类限制的发生时，一方可以优先供应对其经济或发展计划更为重要的服务。然而，此类限制不得为保护特定服务部门的目的而采取或维持。
4. 根据第1段所采取或维持的任何限制，或其中任何变化，均应立即通知另一方。
5. 当一方根据第1段采取了限制措施时，该方应在请求下立即与另一方进行磋商，以审查该另一方所采取的限制措施。

Article 86
Denial of Benefits

1. A Party may deny the benefits of this Chapter to a service supplier of the other Party, where the denying Party establishes that the service is being supplied by a juridical person that is owned or controlled by persons of a non-Party, and that denying Party:

- (a) does not maintain diplomatic relations with the non-Party; or
- (b) adopts or maintains measures with respect to the non-Party that prohibit transactions with the juridical person or that would be violated or circumvented if the benefits of this Chapter were accorded to the juridical person.

2. Subject to prior notification and consultation, a Party may deny the benefits of this Chapter to a service supplier of the other Party, where the denying Party establishes that the service is being supplied by a juridical person that is owned or controlled by persons of a non-Party and that has no substantive business operations in the Area of the other Party.

Article 87
Sub-Committee on Trade in Services

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Trade in Services (hereinafter referred to in this Article as "Sub-Committee") shall be established on the date of entry into force of this Agreement.

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

- (a) reviewing commitments, with respect to measures affecting trade in services in this Chapter, with a view to achieving further liberalisation on a mutually advantageous basis and securing an overall balance of rights and obligations;
- (b) reviewing the implementation and operation of this Chapter;
- (c) reporting the outcome of discussions of the Sub-Committee to the Joint Committee; and
- (d) carrying out other functions as may be delegated by the Joint Committee in accordance with Article 11.

第86条 拒绝利益

1. 一方可以拒绝向另一方的服务提供者提供本章节的利益，前提是拒绝方证明该服务是由一个由非缔约方拥有或控制的法律实体提供的，并且该拒绝方：

- (a) 与非缔约方没有外交关系；或 (b) 对非缔约方采取或维持禁止与法人进行交易的措施，或如果本章的利益给予法人，这些措施将被违反或规避。

2. 经事先通知和磋商，一方可以拒绝给予另一方服务提供者的本章利益，如果拒绝方证明该服务是由一个法人提供的，该法人被非缔约方的人拥有或控制，并且在该方区域没有实质性的业务运营。

第87条
服务贸易分委员会

1. 为了有效实施和运营本章，应在本协议生效日期成立一个服务贸易分委员会（以下简称本条中为“分委员会”）。

2. 分委员会的职能应为：

- (a) 审查承诺，就本章节中影响服务贸易的措施，旨在以互惠为基础实现进一步自由化，并确保权利和义务的总体平衡； (b) 审查本章节的实施和运作； (c) 将分委员会的讨论结果报告给联合委员会；以及 (d) 根据第11条授权联合委员会执行其他职能。

3. The Sub-Committee shall be:
 - (a) composed of representatives of the Governments of the Parties; and
 - (b) co-chaired by officials of the Governments of the Parties.
4. The Sub-Committee may invite representatives of relevant entities other than the Governments of the Parties with the necessary expertise relevant to the issues to be discussed.
5. The Sub-Committee may hold its inaugural meeting within two years from the date of entry into force of this Agreement. The subsequent meeting of the Sub-Committee shall be held at such frequency as the Parties may agree upon.

Article 88 Review of Commitments

1. The Parties shall review commitments on trade in services with the first review within two years from the date of entry into force of this Agreement, with the aim of improving the overall commitments undertaken by the Parties under this Agreement.
2. In reviewing the commitments in accordance with paragraph 1, the Parties shall take into account paragraph 1 of Article IV of the GATS.

Chapter 7 Energy

Article 89 Basic Principle

The Parties recognise the importance of strengthening stable and mutually beneficial relationship in the energy sector.

Article 90 Definitions

For the purposes of this Chapter:

- (a) “energy good” means any good classified in subheading 2709.00, 2711.11 and 2711.21 of the Harmonized System;

3. 分委员会应:

- (a) 由各缔约方政府的代表组成; 以及 (b) 由各缔约方政府的官员共同主持。

4. 分委员会可以邀请除各缔约方政府以外的、具有与将要讨论的问题相关的必要专业知识的有关实体的代表。

5. 分委员会可在本协议生效之日起两年内举行首次会议。分委员会的后续会议应在不低于各缔约方同意的频率下举行。

第88条 承诺审查

1. 各缔约方应就服务贸易承诺进行审查, 首次审查应在本协议生效之日起两年内进行, 旨在改进各缔约方根据本协议所承担的整体承诺。
2. 在根据第1段进行审查时, 各缔约方应考虑《服务贸易总协定》第IV条第1段的规定。

第七章 能源

第89条 基本原则

缔约方认识到加强能源部门稳定和互利关系的重要性。

第90条 定义

就本章而言:

- (a) “能源商品”是指根据协调制度子目2709.00、2711.11和2711.21分类的任何货物;

(b) “energy regulatory bodies” means governmental bodies or state enterprises that regulate and control the exploration, exploitation, production, operation, transportation, transmission or distribution, purchase or sale of an energy good; and

Note: For the purposes of this subparagraph, in the case of Brunei Darussalam, “state enterprise” means the Brunei National Petroleum Company Sendirian Berhad.

(c) “energy regulatory measure” means any measure by energy regulatory bodies that directly affects an activity in the energy sector.

Article 91 Import and Export Restrictions

1. In the application of any prohibition or restriction on the importation or exportation of energy goods, each Party shall give due consideration to contractual relationships and implement such prohibition or restriction in an orderly, fair and equitable manner.

2. When introducing any new prohibition or restriction on the importation or exportation of energy goods, each Party shall give to the other Party written notice thereof, wherever possible prior to the introduction of such prohibition or restriction or, if not, as soon as possible thereafter, providing relevant information, where available, concerning the procedure of the prohibition or restriction, statistics on importation, exportation and domestic demand of the energy goods and hold, upon the request of the other Party, consultation with the other Party on such prohibition or restriction. Each Party shall accord sympathetic consideration to views presented by the other Party in the course of such consultation.

Article 92 Energy Regulatory Measures

1. Each Party shall seek to ensure that, in the application of any energy regulatory measure, energy regulatory bodies of the Party minimise adverse effects upon contractual relationships and implement such measure in an orderly, fair and equitable manner.

(b) “能源监管机构”是指监管和控制能源商品的勘探、开采、生产、运作、运输、传输或分销、购买或销售的国家机关或国有企业；和

注释：就本分款而言，在文莱达鲁萨兰的情况下，“国有企业”是指文莱国家石油公司。

(c) “能源监管措施”是指能源监管机构直接影响能源部门某项活动的任何措施。

第91条 进出口限制

1. 在对能源商品进口或出口的禁止或限制的适用方面，每一方均应适当考虑合同关系，并以有序、公平公正的方式实施此类禁止或限制。

2. 当引入对能源商品进口或出口的任何新的禁止或限制时，每一方向另一方发出书面通知，尽可能在引入此类禁止或限制之前或，如果不可能，在之后尽快发出，并提供相关程序信息，如有关禁止或限制的程序、能源商品的进口、出口和国内需求统计，并在另一方请求时，与另一方就此类禁止或限制进行磋商。每一方应体谅考虑另一方在磋商过程中提出的观点。

第92条 能源监管措施

1. 每一方应努力确保，在任何能源监管措施的应用中，该方的能源监管机构尽量减少对合同关系的不利影响，并以有序、公平公正的方式实施该措施。

2. If energy regulatory bodies of a Party adopt any new energy regulatory measure and where such measure may have substantial effects on contractual relationships, the Party shall give written notice to the other Party of such measure, where possible prior to the effective date of the measure or, if not, as soon as possible thereafter.

3. Where energy regulatory bodies of a Party adopt any new energy regulatory measure under paragraph 2 that substantially affects the transportation, transmission or distribution, purchase or sale of an energy good, the Party shall hold, upon the request of the other Party, consultation with the other Party. Each Party shall accord sympathetic consideration to views presented by the other Party in the course of such consultation.

Note: For the purposes of this paragraph, an energy regulatory measure taken by energy regulatory bodies of a Party with respect to the liquefaction and re-gasification of goods classified in subheading 2711.21 of the Harmonized System shall be considered as an energy regulatory measure that substantially affects the transportation, transmission or distribution, purchase or sale of such goods.

Article 93 Environmental Aspects

1. In pursuit of sustainable development and taking into account its obligations under those international agreements concerning environment to which it is a party, each Party shall endeavour to minimise, in accordance with its applicable laws and regulations, in an economically efficient manner, harmful environmental impacts of all activities related to energy in its Area.

2. Each Party shall:

- (a) take account of environmental considerations throughout the process of formulation and implementation of its policy on energy;
- (b) encourage favourable conditions for the transfer and dissemination of technologies that contribute to the protection of environment, consistent with the adequate and effective protection of intellectual property rights; and
- (c) promote public awareness of environmental impacts of activities related to energy and of the scope for and the costs associated with the prevention or abatement of such impacts.

2. 如果一方的能源监管机构采用任何新的能源监管措施，并且该措施可能对合同关系产生重大影响，该方应在可能的情况下，于该措施生效日期之前向另一方发出书面通知，如不可能，则应尽快发出。

3. 当一方能源监管机构根据第2段采取任何可能实质性影响能源商品运输、传输或分销、购买或销售的新的能源监管措施时，该方应根据另一方的要求，与另一方进行磋商。每一方应对另一方在磋商过程中提出的观点给予体谅考虑。

注释：就本段而言，一方能源监管机构针对协调制度子目2711.21中分类的商品的液化及再气化所采取的能源监管措施，应被视为实质性影响此类商品的运输、传输或分销、购买或销售的能源监管措施。

第93条 环境方面

1. 为实现可持续发展，并考虑到其作为环境国际协定缔约方所承担的义务，每一方应根据其适用法律法规，以经济有效的方式，尽量减少其区域内所有与能源相关的活动所产生的有害环境影响。

2. 每一方应当：

(a) 在其能源政策的制定和实施过程中，应考虑环境因素；(b) 鼓励有利于技术转让和传播的条件，以促进环境保护，同时确保知识产权得到充分有效的保护；以及(c) 提高公众对与能源相关的活动造成的环境影响、预防或减轻此类影响的可能性范围以及相关费用的认识。

Article 94
Cooperation

1. The Parties shall, in accordance with their respective laws and regulations, promote cooperation under this Chapter for strengthening stable and mutually beneficial relationship in the energy sector. For this purpose, the Parties shall cooperate and, where necessary and appropriate, encourage and facilitate cooperation between their relevant entities in the private sector in the energy sector.
2. The Parties shall endeavour to make available the necessary funds and other resources for the implementation of cooperation under this Article in accordance with their respective laws and regulations.
3. (a) Areas of cooperation under this Article may include:
 - (i) policy development;
 - (ii) human resource development;
 - (iii) technological development; and
 - (iv) other areas of cooperation to be mutually agreed by the Parties.(b) Forms of cooperation under this Article shall be set forth in the Implementing Agreement.
4. Costs of cooperation under this Article shall be borne in such manner to be mutually agreed by the Parties.
5. The dispute settlement procedures provided for in Chapter 10 shall not apply to this Article.

Article 95
Sub-Committee on Energy

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Energy (hereinafter referred to in this Article as "Sub-Committee") shall be established on the date of entry into force of this Agreement.
2. The functions of the Sub-Committee shall be:
 - (a) reviewing and monitoring the implementation and operation of this Chapter;

第94条 合作

1. 各缔约方应根据各自的法律和法规，促进本章节下的合作，以加强能源部门稳定和互利的合作关系。为此，各缔约方应进行合作，并在必要时和适当时，鼓励和促进其私营部门相关实体在能源部门之间的合作。
2. 各缔约方应根据各自的法律和法规，努力提供必要资金和其他资源，以实施本条项下的合作。
3. (a) 本条项下的合作领域可包括：(i) 政策制定；(ii) 人力资源开发；(iii) 技术发展；以及 (iv) 各缔约方相互同意的其他合作领域。(b) 本条项下的合作形式应在实施协议中规定。
4. 本条项下的合作成本应按各缔约方相互同意的方式分担。
5. 第10章规定的争端解决程序不适用于本条。

第95条 能源分委员会

1. 为有效实施和运作本章之目的，应于本协议生效日期成立能源分委员会（以下简称“分委员会”）。
2. 分委员会的职能为：(a) 审查和监督实施和

本章的运作；

- (b) exchanging information on any matters related to this Chapter;
 - (c) discussing any issues related to this Chapter, including the interpretation and application of this Chapter;
 - (d) reporting the findings of the Sub-Committee and, where appropriate, making recommendations, to the Joint Committee; and
 - (e) carrying out other functions as may be delegated by the Joint Committee in accordance with Article 11.
3. The Sub-Committee shall be:
- (a) composed of representatives of the Governments of the Parties; and
 - (b) co-chaired by officials of the Governments of the Parties.
4. The Sub-Committee may invite representatives of relevant entities other than the Governments of the Parties with the necessary expertise relevant to the issues to be discussed.
5. The Sub-Committee shall meet at such venues and times as may be agreed by the Parties.

Chapter 8 Improvement of Business Environment

Article 96 Basic Principles

1. Each Party shall, in accordance with its laws and regulations, take appropriate measures to further improve the business environment for the benefit of the enterprises of the other Party conducting their business activities in the former Party.
2. The Parties shall, in accordance with their respective laws and regulations, promote cooperation to further improve the business environment in the respective Parties.

Article 97 Intellectual Property

Each Party, recognising the importance of protecting intellectual property in further improving the business environment in the Party, shall:

- (b) 交换与本章相关的事项的信息；(c) 讨论与本章相关的问题，包括本章的解释和应用；(d) 向联合委员会报告分委员会的调查结果，并在适当的情况下提出建议；以及
- (e) 根据第11条，执行联合委员会可能授权的其他职能。

3. 分委员会应：

- (a)由各缔约方政府的代表组成；以及(b)由各缔约方政府的官员共同主持。

4. 分委员会可以邀请除各缔约方政府以外的、具有与将要讨论的问题相关的必要专业知识的有关实体的代表。

5. 分委员会应在各缔约方同意的时间和地点举行会议。a

第8章 改善营商环境

第96条 基本原则

1. 每一方应根据其法律法规，采取适当措施，为在另一方开展业务活动的另一方企业带来利益，以进一步改善营商环境。
2. 缔约方应根据各自的法律和法规，促进合作，以进一步改善各自国家的营商环境。

Article 97 Intellectual Property

每一方，认识到保护知识产权对于进一步改善该方营商环境的重要性，应当：

- (a) endeavour to improve its intellectual property protection system;
- (b) comply with the obligations set out in the international agreements relating to intellectual property to which it is a party;
- (c) endeavour to become a party to international agreements relating to intellectual property to which it is not a party;
- (d) endeavour to ensure transparent and streamlined administrative procedures concerning intellectual property;
- (e) endeavour to ensure adequate and effective enforcement of intellectual property rights; and
- (f) endeavour to further promote public awareness of protection of intellectual property.

Article 98
Government Procurement

Each Party, recognising the importance of enhancing liberalisation of its government procurement markets in further improving the business environment in the Party, shall endeavour to:

- (a) accord most-favoured-nation treatment to goods, services and suppliers of the other Party;
- (b) enhance transparency of the measures regarding government procurement; and
- (c) implement in a fair and effective manner the measures regarding government procurement.

Article 99
Sub-Committee on Improvement of Business Environment

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Improvement of Business Environment (hereinafter referred to in this Article as "Sub-Committee") shall be established on the date of entry into force of this Agreement.

(a) 努力改进其知识产权保护体系; (b) 遵守其作为缔约方的与知识产权相关的国际协议中规定的义务; (c) 努力成为其非缔约方的与知识产权相关的国际协议的缔约方; (d) 努力确保与知识产权相关的透明和简化的行政程序; (e) 努力确保知识产权的充分和有效执行; 以及 (f) 努力进一步促进公众对知识产权保护的意识。

第98条 政府采购

每一方, 认识到其政府采购市场自由化的重要性, 以进一步改善该方营商环境, 应努力做到:

(a) 对另一方的货物、服务和供应商给予最惠国待遇; (b) 提高政府采购措施方面的透明度; 以及 (c) 公平有效地实施政府采购措施。

第99条
分委员会关于 rovement of 营商环境

1. 为有效实施和运作本章, 应于本协议生效日期成立改善营商环境特别委员会 (以下简称本条款为“分委员会”)。

2. The functions of the Sub-Committee shall be:
 - (a) addressing issues that the Sub-Committee considers appropriate in cooperation with other relevant sub-committee(s) with a view to avoiding unnecessary overlap with the works of such other relevant sub-committee(s);
 - (b) making, as needed, recommendations to the Parties on appropriate measures to be taken by the Parties;
 - (c) receiving information on the implementation of such recommendations from the relevant authorities of the Governments of the Parties;
 - (d) making public, as needed, such recommendations in an appropriate manner;
 - (e) reporting the findings of the Sub-Committee to the Joint Committee; and
 - (f) carrying out other functions as may be delegated by the Joint Committee in accordance with Article 11.
3. The Sub-Committee shall be:
 - (a) composed of representatives of the Governments of the Parties; and
 - (b) co-chaired by officials of the Governments of the Parties.
4. The Sub-Committee may invite representatives of relevant entities other than the Governments of the Parties with the necessary expertise relevant to the issues to be discussed.
5. The Sub-Committee shall meet at such venues and times as may be agreed by the Parties.

Article 100
Non-Application of Chapter 10

The dispute settlement procedures provided for in Chapter 10 shall not apply to this Chapter.

2. 分委员会的职能如下:

- (a) 处理分委员会认为适当的、与其他相关分委员会合作的问题, 以避免与这些其他相关分委员会的工作产生不必要的重叠; (b) 根据需要, 就缔约方应采取的适当措施向缔约方提出建议; (c) 从缔约方政府的有关当局获取关于此类建议实施情况的信息; (d) 根据需要, 以适当方式公布此类建议; (e) 向联合委员会报告分委员会的调查结果; 以及 (f) 根据第11条的规定, 执行联合委员会可能授权的其他职能。

3. 分委员会应:

- (a) 由缔约方政府的代表组成; 以及 (b) 由缔约方政府的官员共同主持。

4. 分委员会可以邀请除缔约方政府以外的、具有与将要讨论的问题相关的必要专业知识的有关实体的代表。

5. 分委员会应在不违反缔约方约定的时间和地点的情况下举行会议。

Article 100
Non-Application of Chapter 10

第10章规定的争端解决程序不适用于本章。

Chapter 9
Cooperation

Article 101
Basic Principles

1. The Parties shall, in accordance with their respective laws and regulations, promote cooperation under this Agreement for their mutual benefits in order to liberalise and facilitate trade and investment between the Parties and to promote the well-being of the peoples of both Parties. For this purpose, the Parties shall cooperate and, where necessary and appropriate, encourage and facilitate cooperation between their respective entities in the private sector.

2. The main objective of this Chapter is to provide a framework for cooperation in order to:

- (a) diversify economic relations between the Parties;
- (b) strengthen economic competitiveness of the Parties;
- (c) advance human resource development in the Parties;
- (d) promote sustainable development in the Parties;
and
- (e) improve overall well-being of the peoples of both Parties.

Article 102
Fields of Cooperation

The fields of cooperation under this Chapter shall include:

- (a) trade and investment promotion;
- (b) small and medium enterprises;
- (c) agriculture, forestry and fisheries;
- (d) tourism;
- (e) education and human resource development;
- (f) information and communications technology;
- (g) science and technology;

第9章 合作

第101条 基本原则

1. 各缔约方应根据各自的法律和法规，促进本协议项下的合作，以实现互惠，自由化和便利化缔约方之间的贸易和投资，并促进双方人民的福祉。为此，各缔约方应进行合作，并在必要时和适当时，鼓励和便利其私营部门实体之间的合作。

2. 本章的主要目标是提供一个合作框架，以：

- (a) diversify 各缔约方之间的经济关系；(b) strengthen 各缔约方的经济竞争力；
- (c) advance 各缔约方的人力资源开发；(d) promote 各缔约方的可持续发展；以及
- (e) improve 双方人民的整体福祉。

第102条 合作领域

本章项下的合作领域应包括：

- (a) 贸易和投资促进；(b) 中小型企业；(c) 农业、林业和渔业；(d) 旅游业；
- (e) 教育和人力资源开发；(f) 信息和通信技术；(g) 科学技术；

- (h) environment;
- (i) intellectual property;
- (j) land transportation; and
- (k) other fields to be mutually agreed upon by the Parties.

Article 103
Areas and Forms of Cooperation

Areas and forms of cooperation under this Chapter shall, as appropriate, be set forth in the Implementing Agreement.

Article 104
Costs of Cooperation

1. The Parties shall endeavour to make available the necessary funds and other resources for the implementation of cooperation under this Chapter in accordance with their respective laws and regulations.
2. Costs of cooperation under this Chapter shall be borne in such manner to be mutually agreed by the Parties.

Article 105
Sub-Committee on Cooperation

1. For the purposes of the effective implementation and operation of this Chapter, a Sub-Committee on Cooperation (hereinafter referred to in this Article as "Sub-Committee") shall be established on the date of entry into force of this Agreement.
2. The functions of the Sub-Committee shall be:
 - (a) identifying and proposing priority fields for cooperation under this Chapter;
 - (b) reviewing, monitoring and facilitating the proper coordination for the implementation and operation of this Chapter;
 - (c) discussing any issues related to this Chapter;

(h) 环境; (i) 知识产权; (j) 陆路运输; 以及 (k) 其他由相关方相互同意的领域

缔约方。

第103条 合作领域和形式

本章下的合作领域和形式应根据需要载于实施协议中。

Article 104
Costs of Cooperation

1. 各缔约方应努力根据各自的法律和法规, 为本章下的合作实施提供必要的资金和其他资源。
2. 本章下的合作成本应按各缔约方相互同意的方式分担。

Article 105
Sub-Committee on Cooperation

1. 为有效实施和运作本章, 应于本协议生效日期成立合作分委员会 (以下简称“分委员会”)。
2. 分委员会的职能应为:
 - (a) 确定并提议本章下的合作优先领域; (b) 审查、监测并促进本章实施和运作的适当协调; (c) 讨论本章相关事项;

- (d) reporting the findings and the outcome of discussions of the Sub-Committee, and where necessary, making recommendations to the Joint Committee regarding issues relating to the implementation of this Chapter, including the measures to be taken by the Parties; and
 - (e) carrying out other functions as may be delegated by the Joint Committee in accordance with Article 11.
3. The Sub-Committee shall be:
- (a) composed of representatives of the Governments of the Parties; and
 - (b) co-chaired by officials of the Governments of the Parties.
4. The Sub-Committee may invite representatives of relevant entities other than the Governments of the Parties with the necessary expertise relevant to the issues to be discussed.
5. The Sub-Committee shall meet at such venues and times as may be agreed by the Parties.

Article 106
Non-Application of Chapter 10

The dispute settlement procedures provided for in Chapter 10 shall not apply to this Chapter.

Chapter 10
Dispute Settlement

Article 107
Scope

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

(d) 报告分委员会的调查结果和讨论结果，并在必要时，就本章实施相关事项向联合委员会提出建议，包括缔约方应采取的措施；以及 (e) 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：

(a) 由缔约方政府的代表组成；以及 (b) 由缔约方政府的官员共同主持。

4. 分委员会可以邀请除缔约方政府以外的相关实体代表，这些代表具备与将要讨论的问题相关的必要专业知识。

5. 分委员会应在缔约方商定的地点和时间举行会议。

Article 106
Non-Application of Chapter 10

第10章规定的争端解决程序不适用于本章。C

第10章
争端解决

第107条 范围

1. 除非本协议另有规定，否则本章节应适用于缔约方之间就本协议的解释或适用所提出的争端之解决。
2. 本章任何内容均不得损害缔约方根据任何其他国际协议享有的、可向该协议申请的争端解决程序的权利。

3. Notwithstanding paragraph 2, once a dispute settlement procedure has been initiated under this Chapter or under any other international agreement to which both Parties are parties with respect to a particular dispute, that procedure shall be used to the exclusion of any other procedure for that particular dispute. However, this shall not apply if substantially separate and distinct rights or obligations under different international agreements are in dispute.

Article 108 Consultations

1. Either Party may request in writing consultations to the other Party concerning any matter on the interpretation or application of this Agreement.

2. The Party to which the request for consultations is made (hereinafter referred to in this Chapter as "the Party complained against") shall reply to such request and enter into consultations with the Party that requested the consultations (hereinafter referred to in this Chapter as "the complaining Party") in good faith within 30 days after the date of receipt of the request, with a view to reaching a prompt and mutually satisfactory resolution of the matter. In cases of urgency, including those which concern perishable goods, the Party complained against shall enter into consultations within 15 days after the date of receipt of the request.

3. The complaining Party shall set out the reasons for the request, including identification of the measure at issue and an indication of the legal basis for the complaint.

4. Consultations shall be confidential and without prejudice to the rights of either Party in any further proceedings.

Article 109 Good Offices, Conciliation or Mediation

1. Good offices, conciliation or mediation may be requested at any time by either Party. They may begin at any time by agreement of the Parties, and be terminated at any time upon the request of either Party.

2. If the Parties agree, good offices, conciliation or mediation may continue while procedures of the arbitral tribunal provided for in this Chapter are in progress.

3. 尽管有第2段的规定，一旦根据本章或根据缔约双方就特定争议均为缔约方的任何其他国际协议启动了争端解决程序，该程序应被用于解决该特定争议，而不使用任何其他程序。但是，如果争议的是根据不同国际协议享有的实质性分离且不同的权利或义务，则不适用本规定。

第108条 磋商

1. 任何一方可书面请求另一方就本协议的解释或适用事项进行磋商。

2. 收到磋商请求的一方（在本章中称为“被投诉方”）应在收到请求之日起30天内善意回复该请求，并与提出磋商请求的一方（在本章中称为“投诉方”）进行磋商，以期迅速且双方满意地解决相关事项。在紧迫情况下，包括涉及易腐货物的情况，被投诉方应在收到请求之日起15天内进行磋商。

3. 投诉方应说明请求的理由，包括确定相关措施并说明投诉的法律依据。

4. 磋商应保密，且不影响任何一方在进一步程序中的权利。

第109条 翰旋、调解或仲裁

1. 翰旋、调解或仲裁可由任何一方随时提出请求。它们可由双方协议开始，并可由任何一方随时请求终止。

2. 如果缔约方同意，在仲裁庭根据本章规定进行的程序进行期间，翰旋、调解或仲裁可以继续。

3. Proceedings involving good offices, conciliation or mediation and positions taken by the Parties during these proceedings, shall be confidential, and without prejudice to the rights of either Party in any further proceedings.

Article 110 Establishment of Arbitral Tribunals

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

- (a) if the Party complained against does not enter into the consultations under Article 108 within 30 days, or within 15 days in cases of urgency, including those which concern perishable goods, after the date of receipt of the request for such consultations; or
- (b) if the Parties fail to resolve the dispute through the consultations under Article 108 within 60 days or within 30 days in cases of urgency, including those which concern perishable goods, after the date of receipt of the request for such consultations,

provided that the complaining Party considers that any benefit accruing to it directly or indirectly 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 to establish an arbitral tribunal pursuant to this Article shall identify:

- (a) the legal basis of the complaint including the provisions of this Agreement alleged to have been breached and any other relevant provisions; and
- (b) the factual basis for the complaint.

3. Each Party shall, within 30 days after the date of receipt of the request for the establishment of an arbitral tribunal, appoint one arbitrator who may be its national and propose up to three 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 either Party, nor have his or her usual place of residence in either Party, nor be employed by either Party, nor have dealt with the dispute in any capacity.

3. 涉及翰旋、调解或仲裁的程序以及缔约方在这些程序中采取的立场应保密，且不损害任何一方在进一步程序中的权利。

第110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) 如果被投诉方不进入
 - (b) 如果双方在第108条项下的磋商中未能在60天内，或紧急情况下30天内解决争议，包括涉及易腐货物的争议，且投诉方认为本协议项下直接或间接归属于其任何利益因被投诉方未能履行本协议项下的义务而受到取消或损害，或因被投诉方采取与其本协议项下义务相冲突的措施而受到取消或损害，
- (b) 如果缔约方未能在第108条规定的磋商中，在收到磋商请求之日起60天内或紧急情况下30天内解决争议，包括涉及易腐货物的争议。

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本协议项下的义务相冲突的措施，导致其根据本协议直接或间接获得的任何利益被取消或损害，则应如此认为。

2. 依据本条款建立仲裁庭的任何请求应明确：

- (a) 投诉的法律依据，包括本协议中被指控违约的规定以及任何其他相关规定；以及
- (b) 投诉的事实依据。

3. 每一方应在收到设立仲裁庭的请求之日起30日内任命一名仲裁员，该仲裁员可以是其国籍，并提出最多三名候选人作为第三仲裁员，该第三仲裁员应为仲裁庭主席。第三仲裁员不得为任何一方国籍，也不得在其通常居住地有任何一方，也不得受雇于任何一方，也不得以任何身份处理该争议。

4. The Parties shall agree on and appoint the third arbitrator within 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 3. If the Parties fail to agree on the third arbitrator, the Parties shall request the two arbitrators appointed pursuant to paragraph 3 to appoint the third arbitrator. If the arbitrators are not able to reach agreement on the third arbitrator within 30 days after the date of receipt of the request, the Director-General of the World Trade Organization may be requested by either Party to appoint the third arbitrator taking into account the candidates proposed pursuant to paragraph 3.

5. The date of the establishment of an arbitral tribunal shall be the date on which the chair is appointed.

6. An arbitral tribunal should be composed of arbitrators with relevant technical or legal expertise.

Article 111 Functions of Arbitral Tribunals

1. The arbitral tribunal established pursuant to Article 110:

- (a) should make an objective assessment of the matter before it, including an objective assessment of the facts of the case and the applicability of and conformity with this Agreement;
- (b) should consult regularly with the Parties and provide 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 consider in conjunction with Article 114; and
- (f) cannot, in its award, add to or diminish the rights and obligations of the Parties provided in this Agreement.

4. 缔约方应在收到设立仲裁庭的请求之日起45日内就第三仲裁员达成一致并任命之，并应考虑根据第3段提出的候选人。如果缔约方未能就第三仲裁员达成一致，缔约方应请求根据第3段任命的两名仲裁员任命第三仲裁员。如果仲裁员在收到设立请求之日起30日内未能就第三仲裁员达成一致，任何一方可以请求世界贸易组织总干事根据第3段提出的候选人任命第三仲裁员。

5. 仲裁庭成立日期应为主席任命之日。

6. 仲裁庭应由具备相关技术或法律专长的仲裁员组成。

第111条 仲裁庭的职能

1. 根据第110条设立仲裁庭：

(a) 应对本案进行客观评估，包括对案件事实以及与本协议的适用性和一致性的客观评估；(b) 应定期与缔约方协商，并提供足够的时机以达成双方满意的解决方案；(c) 应根据本协议和适用的国际法规则作出裁决；(d) 应在其裁决中载明其法律和事实的认定，并说明理由；(e) 可在载明其认定之外，在其裁决中包括建议的实施方案，供缔约方根据第114条予以考虑；以及(f) 不得在其裁决中增加或减少本协议规定的缔约方的权利和义务。

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 as the arbitral tribunal considers necessary and appropriate.

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 a Party, the arbitral tribunal may request advisory reports in writing from experts. The arbitral tribunal may, at the request of a Party or on its own initiative, select, in consultation with the Parties, no fewer than two 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.

4. Any information obtained by the arbitral tribunal pursuant to paragraph 3 shall be made available to the Parties.

Article 112 Proceedings of Arbitral Tribunals

1. The arbitral tribunal shall meet in closed session.

2. The venue for the proceedings of the arbitral tribunal shall be decided by mutual consent of the Parties, failing which it shall alternate between the Parties.

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

4. Notwithstanding paragraph 3, either Party may make public statements as to its views regarding the dispute, but shall treat as confidential, information and written submissions submitted by the other Party to the arbitral tribunal which that other Party has designated as confidential. Where a Party has provided information or written submissions designated to be confidential, the other Party may request a non-confidential summary of the information or written submissions which may be disclosed publicly. The Party to which such a request is made may agree to such a request and submit such a summary, or refuse the request without needing to ascribe any reasons or justification.

2. 仲裁庭可从缔约方处寻求其认为必要和适当的相关信息。缔约方应迅速全面地答复仲裁庭就其认为必要和适当的信息提出的请求。

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。关于一方提出的涉及科学或其他技术事项的事实问题，仲裁庭可书面请求专家提供咨询报告。仲裁庭可根据一方请求或自行决定，在征询各方意见后，选聘不少于两名科学或技术专家，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决定，包括其裁决投票。

4. 仲裁庭根据第3段获得的所有信息应提供给各方。

第112条 仲裁程序

1. 仲裁庭应举行闭门会议。

2. 仲裁程序的地点应由各方协商决定，如未能协商一致，则应在各方之间轮流举行。

3. 仲裁庭的审议及其提交给仲裁庭的文件应当保密。

4. 不论第3段的规定如何，任何一方都可以就其对争议的看法公开发表声明，但应将另一方提交给仲裁庭且该另一方已指定为保密的信息和书面提交意见视为保密。当一方提供了指定为保密的信息或书面提交意见时，另一方可以请求对信息或书面提交意见的非保密摘要，该摘要可以公开披露。收到此类请求的一方可以同意该请求并提交该摘要，或者无需说明任何理由或理由即可拒绝该请求。

5. The Parties shall be given the opportunity to attend any of the presentations, statements or rebuttals in the proceedings. Any information or written submissions submitted by a Party to the arbitral tribunal, 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 Party.

6. The award of the arbitral tribunal shall be drafted without the presence of the Parties, and in the light of the information provided and the statements made.

7. The arbitral tribunal shall, within 90 days, or within 60 days in cases of urgency, including those which concern perishable goods, after the date of its establishment, submit to the Parties its draft award, including both the descriptive part and its findings and conclusions, for the purposes of enabling the Parties to review precise aspects of the draft award. When the arbitral tribunal considers that it cannot submit its draft award within the aforementioned 90 or 60 days period, it may extend that period with the consent of the Parties. A Party may submit comments in writing to the arbitral tribunal on the draft award within 15 days after the date of submission of the draft award.

8. The arbitral tribunal shall issue its award, within 30 days after the date of submission of the draft award.

9. The arbitral tribunal shall attempt to make its decisions, including its award, by consensus but may also make its decisions, including its award, by majority vote.

10. The award of the arbitral tribunal shall be final and binding on the Parties.

Article 113
Suspension and Termination of Proceedings

1. Where the Parties agree, the arbitral tribunal may suspend its work at any time for a period not to exceed 12 months. In the event of such a suspension, the time-frames set out in paragraphs 7 and 8 of Article 112 and paragraph 9 of Article 114 shall be extended by the amount of time that the work was suspended. The proceedings of the arbitral tribunal shall be resumed at any time upon the request of either Party. If the work of the arbitral tribunal has been suspended for more than 12 months, the authority for establishment of the arbitral tribunal shall lapse unless the Parties agree otherwise.

5. 缔约方应有机会参加程序中的任何陈述、声明或反驳。一方提交给仲裁庭的任何信息或书面提交意见，包括对裁决草案说明部分的任何意见以及对仲裁庭提出问题的答复，均应提供给另一方。

6. 仲裁庭应在不通知缔约方的情况下起草裁决，并根据提供的信息和作出的声明进行起草。

7. 仲裁庭应在设立之日起90日内，或在涉及易腐货物等紧急情况下60日内，向缔约方提交其裁决草案，包括说明部分及其查明事项和结论，以便缔约方审查裁决草案的精确方面。当仲裁庭认为其无法在上述90或60天期限内提交裁决草案时，经缔约方同意，可延长该期限。一方可在裁决草案提交之日起15日内以书面形式向仲裁庭提交意见。

8. 仲裁庭应在裁决草案提交之日起30日内作出其裁决。

9. 仲裁庭应尝试通过协商作出其决定，包括其裁决，但也可通过多数票作出其决定，包括其裁决。

10. 仲裁庭的裁决对缔约方终局且具有约束力。

程序的暂停和 第113条 终止 程序

1. 如果缔约方同意，仲裁庭可以随时暂停其工作，暂停期限不超过12个月。在发生此类暂停的情况下，第112条第7款和第8款以及第114条第9款中规定的期限应延长暂停工作的时间。仲裁庭的审理程序应根据任何一方方的请求随时恢复。如果仲裁庭的工作暂停超过12个月，除非缔约方同意否则仲裁庭的设立权将失效。

2. The Parties may agree to terminate the proceedings of the arbitral tribunal by jointly so notifying the chair of the arbitral tribunal at any time before the issuance of the award to the Parties.

Article 114 Implementation of Award

1. The Party complained against shall promptly comply with the award of the arbitral tribunal issued pursuant to Article 112.

2. The Party complained against shall, within 30 days after the date of issuance of the award, notify the complaining Party of the period which it assesses to be reasonable and necessary in order 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.

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 or any alternative arrangement.

4. If no satisfactory compensation or any alternative arrangement has been agreed within 20 days after the date of expiry of that implementation period pursuant to paragraph 3, the complaining Party may notify the Party complained against that it intends to suspend the application to the Party complained against of concessions or other obligations under this Agreement.

5. 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, it may refer the matter to an arbitral tribunal.

6. If the arbitral tribunal to which the matter is referred pursuant to paragraph 5 confirms 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, within 30 days after the date of such confirmation by the arbitral tribunal, notify the Party complained against that it intends to suspend the application to the Party complained against of concessions or other obligations under this Agreement.

2. 缔约方可以同意在任何一方收到裁决之前，通过共同通知仲裁庭主席来终止仲裁庭的审理程序。

第114条 奖项实施

1. 被投诉方应立即遵守根据第112条发出的仲裁庭裁决。

2. 被投诉方应在裁决发出之日起30天内，通知投诉方其认为实施裁决合理且必要的期限。如果投诉方认为通知的期限不可接受，它可以提交事项给仲裁庭。

3. 如果被投诉方认为在根据第2段确定的实施期内遵守裁决不可行，被投诉方应在该实施期届满之前，与投诉方进行磋商，以达成双方满意的补偿或任何替代安排。

4. 如果在第3段所述的实施期届满之日起20天内未达成令人满意的补偿或任何替代安排，投诉方可以通知被投诉方其打算暂停向被投诉方适用本协定项下的让步或其他义务。

5. 如果投诉方认为被投诉方未在根据第2段确定的实施期内履行裁决，投诉方可以将该事项提交给仲裁庭。

6. 如果根据第5段提交的事项的仲裁庭确认，被投诉方未在根据第2段确定的实施期内履行裁决，投诉方可以在仲裁庭作出此种确认之日起30天内，通知被投诉方其打算暂停向被投诉方适用本协定项下的让步或其他义务。

7. The suspension of the application of concessions or other obligations under paragraphs 4 and 6 may only be implemented at least 30 days after the date of the notification in accordance with those paragraphs. Such suspension shall:

- (a) not be effected if, in respect of the dispute to which the suspension relates, consultations or proceedings before the arbitral tribunal are in progress;
- (b) be temporary, and be discontinued when the Parties reach a mutually satisfactory resolution or where compliance with the original award is effected;
- (c) be restricted to the same level of nullification or impairment that is attributable to the failure to comply with the original award; and
- (d) be restricted to the same sector or sectors to which the nullification or impairment relates, unless it is not practicable or effective to suspend the application of concessions or other obligations in such sector or sectors.

8. If the Party complained against considers that the requirements for the suspension of the application to it of concessions or other obligations under this Agreement by the complaining Party set out in paragraph 4, 6 or 7 have not been met, it may request consultations with the complaining Party. The complaining Party shall enter into consultations within 10 days after the date of receipt of the request. If the Parties fail to resolve the matter within 30 days after the date of receipt of the request for consultations pursuant to this paragraph, the Party complained against may refer the matter to an arbitral tribunal.

9. The arbitral tribunal that is established for the purposes of this Article shall, wherever possible, have as its arbitrators, the arbitrators of the original arbitral tribunal. If this is not possible, then the arbitrators to the arbitral tribunal that is established for the purposes of this Article shall be appointed pursuant to paragraphs 3, 4 and 5 of Article 110. Unless the Parties agree a different period, the arbitral tribunal established under this Article shall issue its award within 60 days after the date when the matter is referred to it. Such award shall be binding on the Parties.

7. 第4段和第6段项下的让步或其他义务的适用暂停，只能在根据上述段落发出的通知之日起至少30天后实施。此种暂停应：

- (a) 如与被暂停适用的让步或其他义务相关的争议正在进行仲裁庭的磋商或程序中，则不适用；(b) 应为临时性的，并在缔约方达成双方满意的解决方案或原裁决得到遵守时终止；(c) 应限制在因未能遵守原裁决而产生的取消或损害的同一水平上；以及(d) 应限制在取消或损害所涉及的同一部门或部门内，除非在上述部门或部门中暂停适用让步或其他义务不切实际或无效。

8. 如果被投诉方认为，投诉方在第4、6或7段中规定的暂停适用本协议项下的让步或其他义务的要求未得到满足，它可以请求与投诉方进行磋商。投诉方应在收到请求之日起10天内进行磋商。如果缔约方未能在收到本段规定的磋商请求之日起30天内解决该事项，被投诉方可将事项提交仲裁庭。

9. 为本条款之目的而设立的仲裁庭，应尽可能由原仲裁庭的仲裁员担任仲裁员。如果不可能，则为本条款之目的而设立的仲裁庭的仲裁员应根据第110条第3、4和5款的规定进行任命。除非缔约方同意不同的期限，根据本条款设立的仲裁庭应在收到案件之日起60天内作出裁决。该裁决对缔约方具有约束力。

Article 115
Modification of Time Periods

Any time period provided for in this Chapter may be modified by mutual consent of the Parties.

Article 116
Expenses

Each Party shall bear the costs of the arbitrator appointed by it and its representation in the proceedings of the arbitral tribunal. The other costs of the arbitral tribunal shall be borne by the Parties in equal shares, unless otherwise agreed by the Parties.

Chapter 11
Final Provisions

Article 117
Table of Contents and Headings

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

Article 118
Annexes and Notes

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

Article 119
General Review

The Parties shall undertake a general review of the implementation and operation of this Agreement in the fifth calendar year following that calendar year in which this Agreement enters into force, and every five years thereafter, unless otherwise agreed by the Parties.

Article 120
Amendment

1. This Agreement may be amended by agreement between the Parties.
2. Such amendment shall be approved by the Parties in accordance with their respective internal procedures, and shall enter into force on the date to be agreed upon by the Parties.

第115条 期限的修改

本章规定的任何期限均可由缔约方经协商一致予以修改。

第116条 费用

每一方应当承担其指定的仲裁员及其在仲裁庭审理程序中的代表的费用。仲裁庭的其他费用应由缔约方平均分担，除非缔约方另有约定。

第11章 最终条款

第117条 目录和标题

本协议的章节和条款的目录和标题是为方便查阅而插入的，不应影响对本协议的解释。

第118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。

第119条
一般审查

缔约方应在本协议生效后的第五个日历年内，并此后每五年一次，对其实施和运营进行一般审查，除非缔约方另有约定。

Article 120
Amendment

1. 本协议可由缔约方协议修订。
2. 上述修订应根据缔约方各自内部程序获得批准，并自缔约方商定的日期起生效。

3. Notwithstanding paragraph 2, amendments relating only to Annex 2 or 3 may be made by diplomatic notes exchanged between the Governments of the Parties.

Article 121 Entry into Force

This Agreement shall enter into force on the thirtieth day after the date on which the Governments of the Parties exchange diplomatic notes informing each other that their respective internal procedures necessary for entry into force of this Agreement have been completed. It shall remain in force unless terminated as provided for in Article 122.

Article 122 Termination

1. Either Party may terminate this Agreement by giving one year's advance notice in writing to the other Party.
2. The other Party may request in writing consultations concerning any matter that would arise from the termination within 45 days after the date of receipt of the notice referred to in paragraph 1.
3. The requested Party shall enter into consultations in good faith with a view to reaching an equitable agreement within 30 days after the date of receipt of the request referred to in paragraph 2.

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

3. 尽管有第2段的规定，仅涉及附件2或3的修订可通过缔约方政府之间交换的外交照会进行。

第121条 生效

本协议自缔约方政府交换外交照会，互相通知其各自为使本协议生效所需的内部程序已完成的日期之日起三十日后生效。除非根据第122条的规定终止，本协议应持续有效。

第122条 终止

1. 任何一方可通过向另一方书面发出一年提前通知来终止本协议。
2. 另一方可在收到第1段所述通知之日起45天内，以书面形式请求磋商因终止而产生的任何事项。
3. 被请求方应在收到第2段所述请求之日起30天内，本着善意进行磋商，以期在规定的期限内达成公平合理的协议。

以昭信守，经各自政府正式授权的以下签署人，已签署本协议。

DONE at Tokyo on this eighteenth day of June in the
year 2007 in duplicate in the English language.

For Japan:

安倍晋三

For Brunei Darussalam:

Hassanal Bolkiah

For Japan:

安倍晋三

For 文莱达鲁萨兰:

哈桑纳尔·博尔基亚

于2007年6月十八日在东京以英文签署副本。