

Encargada de Investigar la Existencia de Distorsiones en el Precio de las Mercaderías Importadas"), or its successor.

负责调查进口商品价格扭曲存在的机构“），或其继任机构。

PART THREE:

第三部分:

INVESTMENT, SERVICES AND RELATED MATTERS

投资、服务和相关事项

CHAPTER G: INVESTMENT

G章: 投资

Section I - Investment

第一部分 - 投资

Article G-01:

G-01条:

Scope and Coverage¹

范围和覆盖范围¹

1. This Chapter applies to measures adopted or maintained by a Party relating to:
- (a) investors of the other Party;

(b) investments of investors of the other Party in the territory of the Party; and

(c) with respect to Articles G-06 and G-14, all investments in the territory of the Party.
2. This Chapter does not apply to measures adopted or maintained by a Party relating to investors of the other Party, and investments of such investors, in financial institutions in the Party's territory.
3.

(a) Notwithstanding paragraph 2, Articles G-09, G-10 and Section II for breaches by a Party of Articles G-09 and G-10 shall apply to investors of the other Party, and investments of such investors, in financial institutions in the Party's territory, which have obtained the appropriate authorization.

(b) The Parties agree to seek further liberalization as set out in Annex G-01.3(b).
4. Nothing in this Chapter shall be construed to prevent a Party from providing a service or performing a function such as law enforcement, correctional services, income security or insurance, social security or insurance, social welfare, public education, public training, health, and child care, in a manner that is not inconsistent with this Chapter.

1. 本章适用于一方采取或维持的与以下内容相关的措施:
- (a) 另一方的投资者; (b) 另一方投资者在方领土内的投资; 以及(c) 关于G-06条和G-14条, 方领土内的所有投资。
2. 本章不适用于一方采取或维持的与另一方的投资者及其投资在方领土内的金融机构相关的措施。
3. (a) 尽管有第2段, 但G-09条、G-10条和第二部分对于一方违反G-09条和G-10条的情况, 应适用于另一方的投资者及其投资在方领土内已获得适当授权的金融机构。(b) 各方同意寻求附件G-01.3(b)中规定的进一步自由化。
4. 本章任何规定均不得解释为禁止一方提供服务或履行职能, 例如执法、矫正服务、收入保障或保险、社会保障或保险、社会福利、公共教育、公共培训、健康和儿童保育, 其方式与本章节不一致。

Article G-02:

G-02条:

National Treatment

国民待遇

1. Each Party shall accord to investors of the other Party treatment no less favourable than that it accords, in like circumstances, to its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments.

1. 每一方应给予另一方的投资者的待遇不低于其自身投资者在类似情况下给予的关于设立、收购、扩张、管理、行为、运营以及投资的销售或其它处置的待遇。

2. Each Party shall accord to investments of investors of the other Party treatment no less favourable than that it accords, in like circumstances, to investments of its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments.
3. The treatment accorded by a Party under paragraphs 1 and 2 means, with respect to a province, treatment no less favourable than the most favourable treatment accorded, in like circumstances, by that province to investors, and to investments of investors, of the Party of which it forms a part.
4. For greater certainty, no Party may:
- (a) impose on an investor of the other Party a requirement that a minimum level of equity in an enterprise in the territory of the Party be held by its nationals, other than nominal qualifying shares for directors or incorporators of corporations; or
 - (b) require an investor of the other Party, by reason of its nationality, to sell or otherwise dispose of an investment in the territory of the Party.

Article G-03:

Most-Favoured-Nation Treatment

1. Each Party shall accord to investors of the other Party treatment no less favourable than that it accords, in like circumstances, to investors of any non-Party with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments.
2. Each Party shall accord to investments of investors of the other Party treatment no less favourable than that it accords, in like circumstances, to investments of investors of any nonParty with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments.

Article G-04:

Standard of Treatment

1. Each Party shall accord to investors of the other Party and to investments of investors of the other Party the better of the treatment required by Articles G-02 and G-03.
2. Annex G-04.2 sets out certain specific obligations by the Party specified in that Annex.

Article G-05:

Minimum Standard of Treatment

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

2. 每一方应给予另一方的投资者的投资待遇不低于其自身投资者的投资在类似情况下给予的关于设立、收购、扩张、管理、行为、运营以及投资的销售或其它处置的待遇。
3. 一方根据第1段和第2段给予的待遇，关于一个省，是指该省给予该省组成的一方投资者及其投资的、在类似情况下最优惠的待遇不低的治疗。
4. 为进一步明确起见，任何一方不得：
- (a) 强制另一方的投资者要求在该方的领土内的企业中持有最低水平的股权，除了董事或公司发起人的名义合格股份；或 (b) 以其国籍为由，要求另一方的投资者出售或以其他方式处置在该方领土内的投资。

G-03条款：

最惠国待遇

1. 每一方应根据类似情况，给予另一方的投资者不低于其给予任何非一方的投资者的待遇，关于设立、收购、扩张、管理、经营、运营以及投资的销售或其他处置。
2. 每一方应根据类似情况，给予另一方的投资者的投资不低于其给予任何非一方投资者的投资的标准，关于设立、收购、扩张、管理、经营、运营以及投资的销售或其他处置。

Article G-04:

待遇标准

1. 每一方应根据类似情况，给予另一方的投资者和另一方的投资者的投资， G-02和G-03条款中要求较优的待遇。
2. 附件G-04.2列出了该附件中指定一方的一定具体义务。

第G-05条：

最低待遇标准

1. 每一方应当根据国际法给予另一方的投资者的投资符合国际法的待遇，包括公平公正待遇和充分保护和安全。

2. Without prejudice to paragraph 1 and notwithstanding Article G-08(7)(b), each Party shall accord to investors of the other Party, and to investments of investors of the other Party, nondiscriminatory treatment with respect to measures it adopts or maintains relating to losses suffered by investments in its territory owing to armed conflict or civil strife.
3. Paragraph 2 does not apply to existing measures relating to subsidies or grants that would be inconsistent with Article G-02 but for Article G-08(7)(b).

Article G-06:

Performance Requirements²

1. Neither Party may impose or enforce any of the following requirements, or enforce any commitment or undertaking, in connection with the establishment, acquisition, expansion, management, conduct or operation of an investment of an investor of a Party or of a non-Party in its territory:
- (a) to export a given level or percentage of goods or services;
 - (b) to achieve a given level or percentage of domestic content;
 - (c) to purchase, use or accord a preference to goods produced or services provided in its territory, or to purchase goods or services from persons in its territory;
 - (d) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with such investment;
 - (e) to restrict sales of goods or services in its territory that such investment produces or provides by relating such sales in any way to the volume or value of its exports or foreign exchange earnings;
 - (f) to transfer technology, a production process or other proprietary knowledge to a person in its territory, except when the requirement is imposed or the commitment or undertaking is enforced by a court, administrative tribunal or competition authority to remedy an alleged violation of competition laws or to act in a manner not inconsistent with other provisions of this Agreement; or
 - (g) to act as the exclusive supplier of the goods it produces or services it provides to a specific region or world market.
2. A measure that requires an investment to use a technology to meet generally applicable health, safety or environmental requirements shall not be construed to be inconsistent with paragraph 1(f). For greater certainty, Articles G-02 and G-03 apply to the measure.
3. Neither Party may condition the receipt or continued receipt of an advantage, in connection with an investment in its territory of an investor of a Party or of a non-Party, on compliance with any of the following requirements:
- (a) to achieve a given level or percentage of domestic content;

2. 不损害第1段的规定，也不顾G-08(7)(b)条，每一方应当给予另一方的投资者及其投资非歧视待遇，关于其采取或维持的措施，这些措施与在其领土内因武装冲突或内乱而遭受损失的投资有关。
3. 第2段不适用于与补贴或津贴相关的现有措施，除非G-08(7)(b)条，否则这些措施将与G-02条不一致。

G-06条:

绩效要求²

1. 任何一方不得就一方投资者或非一方在其领土内的投资设立、收购、扩张、管理、经营或运营，强加或执行下列要求，或执行任何承诺或义务：
- (a) 出口特定水平或百分比的货物或服务；(b) 实现特定水平或百分比的国内含量；(c) 购买、使用或给予优惠其领土内生产或提供的货物或服务，或从其领土内的人员购买货物或服务；(d) 以任何方式将进口的量或价值与出口的量或价值或与该投资相关的外汇流入金额联系起来；(e) 通过以任何方式将此类销售与出口的量或价值或外汇收入联系起来，来限制其领土内由该投资生产或提供的货物或服务的销售；(f) 将技术、生产流程或其他专有知识转让给其领土内的人员，除非要求是由法院、行政tribunal或竞争当局强加，或承诺或义务是由其执行以纠正所谓的违反竞争法的行为，或采取与本协议其他规定不一致的行为；或(g) 作为其生产或提供给特定地区或世界市场的货物或服务的独家供应商。
2. 需要投资使用技术以满足通用健康、安全或环境要求的一项措施不应被解释为与第1段(f)不一致。为明确起见，《G-02》条和《G-03》条适用于该措施。
3. 任何一方不得就一方投资者或非一方投资者在其领土内的投资，以符合以下任何要求为条件而收取或继续收取利益：
- (a) 达到给定的国内含量水平或百分比；

- (b) to purchase, use or accord a preference to goods produced in its territory, or to purchase goods from producers in its territory;
- (c) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with such investment; or
- (d) to restrict sales of goods or services in its territory that such investment produces or provides by relating such sales in any way to the volume or value of its exports or foreign exchange earnings.

4. Nothing in paragraph 3 shall be construed to prevent a Party from conditioning the receipt or continued receipt of an advantage, in connection with an investment in its territory of an investor of a Party or of a nonParty, on compliance with a requirement to locate production, provide a service, train or employ workers, construct or expand particular facilities, or carry out research and development, in its territory.

5. Paragraphs 1 and 3 do not apply to any requirement other than the requirements set out in those paragraphs.

6. Provided that such measures are not applied in an arbitrary or unjustifiable manner, or do not constitute a disguised restriction on international trade or investment, nothing in paragraph 1(b) or (c) or 3(a) or (b) shall be construed to prevent a Party from adopting or maintaining measures, including environmental measures:

- (a) necessary to secure compliance with laws and regulations that are not inconsistent with the provisions of this Agreement;
- (b) necessary to protect human, animal or plant life or health; or
- (c) necessary for the conservation of living or non-living exhaustible natural resources.

Article G-07:

Senior Management and Boards of Directors

1. Neither Party may require that an enterprise of that Party that is an investment of an investor of the other Party appoint to senior management positions individuals of any particular nationality.
2. A Party may require that a majority of the board of directors, or any committee thereof, of an enterprise of that Party that is an investment of an investor of the other Party, be of a particular nationality, or resident in the territory of the Party, provided that the requirement does not materially impair the ability of the investor to exercise control over its investment.

Article G-08:

Reservations and Exceptions

1. Articles G-02, G-03, G-06 and G-07 do not apply to:

- (b) 购买、使用或给予优惠其领土内生产的商品，或从其领土内的生产商购买商品；
- (c) 以任何方式将进口的量或价值与出口的量或价值或与该投资相关的外汇流入金额联系起来；或 (d) 通过以任何方式将此类销售与其出口的量或价值或外汇收入联系起来，来限制其领土内由该投资生产或提供的商品或服务的销售。

4. 第 3 段中的任何内容均不得被解释为阻止一方以在其领土内对一方投资者或非一方投资者的投资相关联的方式，将获得或继续获得利益的条件，包括在其领土内进行生产选址要求、提供服务、培训或雇佣工人、建设或扩建特定设施或进行研发。

5. 第 1 段和第 3 段不适用于那些段落中未列出的要求。

6. 只要此类措施不是以任意或不可证明的方式实施，或者不构成对国际贸易或投资的伪装限制，第 1(b) 或 (c) 段或第 3(a) 或 (b) 段中的任何内容均不得被解释为阻止一方采用或维持措施，包括环境措施：

- (a) 必要的，以确保遵守与本协议规定不一致的法律和法规；(b) 必要的，以保护人类、动物或植物的生命或健康；或 (c) 必要的，以保护可再生自然资源的保护。
- 第 G-07 条： 高级管理层和董事会

1. 任何一方不得要求该方企业（该企业为另一方的投资者的投资）任命具有任何特定国籍的个人担任高级管理职位。

2. 一方可以要求该方企业（该企业为另一方的投资者的投资）的董事会或其任何委员会中的多数成员具有特定国籍，或居住在该方的领土内，但该要求不得实质性损害投资者对其投资的控制能力。

G-08条款：

保留和例外

1. G-02、G-03、G-06和G-07条款不适用于：

- (a) any existing nonconforming measure that is maintained by
 - (i) a Party at the national or provincial level, as set out in its Schedule to Annex I, or
 - (ii) a local government;
 - (b) the continuation or prompt renewal of any nonconforming measure referred to in subparagraph (a); or
 - (c) an amendment to any nonconforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Articles G-02, G-03, G-06 and G-07.
2. Articles G-02, G-03, G-06 and G-07 do not apply to any measure that a Party adopts or maintains with respect to sectors, subsectors or activities, as set out in its Schedule to Annex II.
3. Neither Party may, under any measure adopted after the date of entry into force of this Agreement and covered by its Schedule to Annex II, require an investor of the other Party, by reason of its nationality, to sell or otherwise dispose of an investment existing at the time the measure becomes effective.
4. Articles G-02 and G-03 do not apply to any measure that is an exception to, or derogation from, a Party's obligations under the TRIPS Agreement, as specifically provided for in that agreement.
5. Article G-03 does not apply to treatment accorded by a Party pursuant to agreements, or with respect to sectors, set out in its Schedule to Annex III.
6. Articles G-02, G-03 and G-07 do not apply to:
- (a) procurement by a Party or a state enterprise; or
 - (b) subsidies or grants provided by a Party or a state enterprise, including government supported loans, guarantees and insurance.
7. The provisions of:
- (a) Article G-06(1)(a), (b) and (c), and (3)(a) and (b) do not apply to qualification requirements for goods or services with respect to export promotion and foreign aid programs;
 - (b) Article G-06(1)(b), (c), (f) and (g), and (3)(a) and (b) do not apply to procurement by a Party or a state enterprise; and
 - (c) Article G-06(3)(a) and (b) do not apply to requirements imposed by an importing Party relating to the content of goods necessary to qualify for preferential tariffs or preferential quotas.

- (a) 任何由 (i) 一方在国家或省级层面维持的、如其在附件I的附录中所述的现有非符合性措施，或 (ii) 地方政府；(b) 继续或及时更新(a)中提到的任何非符合性措施；或 (c) 对(a)中提到的任何非符合性措施的修订，只要该修订不降低该措施在修订前立即存在的与G-02、G-03、G-06和G-07条款的符合性。
2. G-02、G-03、G-06和G-07条款不适用于任何一方根据其附件II清单所列的部门、子部门或活动而采取或维持的措施。
3. 任何一方不得在本协定生效日期后采取并受其附件II清单涵盖的任何措施，要求另一方的投资者因其国籍而出售或以其他方式处置在措施生效时存在的投资。
4. G-02和G-03条款不适用于任何一方根据与贸易有关的知识产权协定所承担的义务的例外或偏离，且该协定对此有具体规定。
5. G-03条款不适用于一方根据协议或其附件III清单所列的部门给予的待遇。
6. G-02、G-03和G-07条款不适用于：
- (a) 一方或国有企业的采购；或 (b) 一方或国有企业提供的补贴或津贴，包括政府支持贷款、担保和保险。
7. 以下规定：
- (a) G-06(1)(a)、(b)和(c)，以及(3)(a)和(b)条款不适用于出口促进和对外援助计划关于货物或服务的资格要求；(b) G-06(1)(b)、(c)、(f)和(g)，以及(3)(a)和(b)条款不适用于一方或国有企业的采购；以及(c) G-06(3)(a)和(b)条款不适用于进口方关于合格获得优惠关税或优惠配额的货物内容提出的要求。

Article G-09:

Transfers

第 G-09 条:

转移

1. Except as provided in Annex G-09.1, each Party shall permit all transfers relating to an investment of an investor of the other Party in the territory of the Party to be made freely and without delay. Such transfers include:
- (a) profits, dividends, interest, capital gains, royalty payments, management fees, technical assistance and other fees, returns in kind and other amounts derived from the investment;
 - (b) proceeds from the sale of all or any part of the investment or from the partial or complete liquidation of the investment;
 - (c) payments made under a contract entered into by the investor, or its investment, including payments made pursuant to a loan agreement;
 - (d) payments made pursuant to Article G-10; and
 - (e) payments arising under Section II.
2. Each Party shall permit transfers to be made in a freely usable currency at the market rate of exchange prevailing on the date of transfer with respect to spot transactions in the currency to be transferred.
3. Neither Party may require its investors to transfer, or penalize its investors that fail to transfer, the income, earnings, profits or other amounts derived from, or attributable to, investments in the territory of the other Party.
4. Notwithstanding paragraphs 1 and 2, a Party may prevent a transfer through the equitable, nondiscriminatory 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;
 - (c) criminal or penal offenses;
 - (d) reports of transfers of currency or other monetary instruments; or
 - (e) ensuring the satisfaction of judgments in adjudicatory proceedings.
5. Paragraph 3 shall not be construed to prevent a Party from imposing any measure through the equitable, nondiscriminatory and good faith application of its laws relating to the matters set out in subparagraphs (a) through (e) of paragraph 4.
6. Notwithstanding paragraph 1, a Party may restrict transfers of returns in kind in circumstances where it could otherwise restrict such transfers under this Agreement, including as set out in paragraph 4.

1. 除附件G-09.1另有规定外，每一方应允许与另一方投资者在方领土内进行的投资相关的所有转移自由且无延迟地进行。此类转移包括：
- (a) 来自投资的利润、股息、利息、资本收益、特许权使用费、管理费、技术援助和其他费用、实物回报和其他金额；(b) 销售全部或部分投资或进行投资的部分或全部清算的收益；(c) 投资者或其投资签订的合同项下的付款，包括根据贷款协议进行的付款；(d) 根据第G-10条进行的付款；以及(e) 根据第二部分产生的付款。
2. 每一方应允许在转移货币的即期交易中，以转移日期有效的市场汇率，用自由使用货币进行转移。
3. 任何一方均不得要求其投资者转移，或对其未能转移源自或归属于另一方领土内投资的收入、收益、利润或其他金额进行处罚。
4. 不论第 1 段和第 2 段的规定如何，一方可以通过对其与以下事项相关的法律进行公平、非歧视和善意的适用来阻止转移：
- (a) 破产、无力偿债或保护债权人权利；(b) 发行、交易或处理证券；(c) 刑事或刑事犯罪；(d) 货币转移报告或其他货币工具的报告；或(e) 确保在司法程序中履行判决。
5. 第 3 段不得解释为禁止一方通过对其与第 4 段第 (a) 至 (e) 项中规定的事项相关的法律进行公平、非歧视和善意的适用来实施任何措施。
6. 不论第1段如何规定，一方可在本协议规定的其他情况下限制实物回报的转移，包括第4段所述情况。

Article G-10:

Expropriation and Compensation

1. Neither Party may directly or indirectly nationalize or expropriate an investment of an investor of the other Party in its territory or take a measure tantamount to nationalization or expropriation of such an investment ("expropriation"), except:
- (a) for a public purpose;
 - (b) on a nondiscriminatory basis;
 - (c) in accordance with due process of law and Article G-05(1); and
 - (d) on payment of compensation in accordance with paragraphs 2 through 6.
2. Compensation shall be equivalent to the fair market value of the expropriated investment immediately before the expropriation took place ("date of expropriation"), and shall not reflect any change in value occurring because the intended expropriation had become known earlier. Valuation criteria shall include going concern value, asset value including declared tax value of tangible property, and other criteria, as appropriate, to determine fair market value.
3. Compensation shall be paid without delay and be fully realizable.
4. If payment is made in a G7 currency, compensation shall include interest at a commercially reasonable rate for that currency from the date of expropriation until the date of actual payment.
5. If a Party elects to pay in a currency other than a G7 currency, the amount paid on the date of payment, if converted into a G7 currency at the market rate of exchange prevailing on that date, shall be no less than if the amount of compensation owed on the date of expropriation had been converted into that G7 currency at the market rate of exchange prevailing on that date, and interest had accrued at a commercially reasonable rate for that G7 currency from the date of expropriation until the date of payment.
6. On payment, compensation shall be freely transferable as provided in Article G-09.
7. This Article does not apply to the issuance of compulsory licences granted in relation to intellectual property rights, or to the revocation, limitation or creation of intellectual property rights, to the extent that such issuance, revocation, limitation or creation is consistent with the TRIPS Agreement.
8. For purposes of this Article and for greater certainty, a non-discriminatory measure of general application shall not be considered a measure tantamount to an expropriation of a debt security or loan covered by this Chapter solely on the ground that the measure imposes costs on the debtor that cause it to default on the debt.

第G-10条:

征收与补偿

1. 任何一方不得在其领土内直接或间接征收另一方的投资者的投资，或采取与征收相等的措施（“征收”），但除以下情况外：
- (a) 为公共利益； (b) 非歧视性； (c) 依照正当程序和法律第G-05(1)条；以及 (d) 支付第2至6段规定的补偿。
2. 补偿应等于征收发生时（“征收日期”）被征收投资的公允市场价值，且不应反映由于预期征收提前公开而发生的任何价值变化。评估标准应包括持续经营价值、资产价值（包括有形财产的申报税值）以及其他适当的标准，以确定公允市场价值。
3. 应当及时全额支付补偿。
4. 如果以 G7 货币支付，补偿应包括从征收之日起至实际支付之日止，按该货币的商业合理利率计算的利息。
5. 如果一方选择以非 G7 货币支付，支付日的金额，如果按该日市场汇率折算成 G7 货币，不得少于如果征收之日应付的补偿金额按该日市场汇率折算成 G7 货币，并且按该 G7 货币的商业合理利率从征收之日起至支付之日计算利息。
6. On 支付，补偿应按照第 G-09 条的规定自由转移。
7. 本条不适用于与知识产权相关的强制许可的发放，也不适用于知识产权的撤销、限制或创设，只要这种发放、撤销、限制或创设与与贸易有关的知识产权协定一致。
8. 为了本条文的宗旨和进一步明确起见，非歧视性普遍适用措施不应仅因该措施对债务人施加费用导致其无法偿还债务，而视为征收本章节所涵盖的债务证券或贷款的措施。

Article G-11:

Special Formalities and Information Requirements

1. Nothing in Article G-02 shall be construed to prevent a Party from adopting or maintaining a measure that prescribes special formalities in connection with the establishment of investments by investors of the other Party, such as a requirement that investors be residents of the Party or that investments be legally constituted under the laws or regulations of the Party, provided that such formalities do not materially impair the protections afforded by a Party to investors of the other Party and investments of investors of the other Party pursuant to this Chapter.
2. Notwithstanding Articles G-02 or G-03, a Party may require an investor of the other Party, or its investment in its territory, to provide routine information concerning that investment solely for informational or statistical purposes. The Party shall protect such business information that is confidential from any disclosure that would prejudice the competitive position of the investor or the investment. Nothing in this paragraph shall be construed to prevent a Party from otherwise obtaining or disclosing information in connection with the equitable and good faith application of its law.

Article G-12:

Relation to Other Chapters

1. In the event of any inconsistency between this Chapter and another Chapter, the other Chapter shall prevail to the extent of the inconsistency.
2. A requirement by a Party that a service provider of the other Party post a bond or other form of financial security as a condition of providing a service into its territory does not of itself make this Chapter applicable to the provision of that crossborder service. This Chapter applies to that Party's treatment of the posted bond or financial security.

Article G-13:

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 such Party and to investments of such investor if investors of a nonParty own or control the enterprise and the denying Party:

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

(b) adopts or maintains measures with respect to the nonParty 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 in accordance with Articles L-03 (Notification and Provision of Information) and N-06 (Consultations), a Party may deny the benefits of this Chapter to an investor of the other Party that is an enterprise of such Party and to investments of such investors if investors of a non-Party own or control the enterprise and the

G-11条:

特殊手续和信息要求

1. G-02条任何规定均不得解释为禁止一方采取或维持一项涉及设立另一方的投资者的投资的特殊手续的措施，例如要求投资者为一方居民或要求投资根据一方的法律或法规依法成立，前提是这些手续不实质性损害一方给予另一方的投资者及其投资的保护，根据本章节规定。
2. 不论G-02条或G-03条如何规定，一方可以要求另一方的投资者或其在领土内的投资提供仅用于信息或统计目的的常规信息。该方应保护机密商业信息免受任何可能损害投资者或投资的竞争地位的披露。本段任何规定均不得解释为禁止一方根据其法律的公平善意适用而获取或披露信息。

文章G-12:

与其他章节的关系

1. 如果本章节与另一章节之间存在任何不一致，则另一章节应优先适用，不一致的部分优先适用。
2. 一方要求另一方服务提供者在向其领土提供服务时提供保证金或其他形式的金融担保，这本身并不使本章节适用于该跨境服务的提供。本章节适用于该另一方对该保证金或金融担保的待遇。

文章G-13:

利益拒绝

1. 一方可以拒绝向该方企业且为该方投资者的投资者提供本章的优惠，如果非一方投资者拥有或控制该企业，并且拒绝方：

(a) 不与非一方保持外交关系；或 (b) 采取或维持关于非一方的措施，禁止与非一方企业进行交易，或者如果向该企业或其投资提供本章的优惠，这些措施将被违反或规避。
2. 根据第L-03条（通知和信息提供）及N-06条（磋商）的规定，在事先进行通知和磋商的情况下，一方可以拒绝给予另一方投资者（该方企业）及其投资的本章优惠，如果非一方投资者的投资者拥有或控制该企业，并且该企业在其成立或组织所在方的领土内没有实质性的业务活动。

enterprise has no substantial business activities in the territory of the Party under whose law it is constituted or organized.

Article G-14:

Environmental Measures

1. Nothing in this Chapter shall be construed to prevent a Party from adopting, maintaining or enforcing any measure otherwise consistent with this Chapter that it considers appropriate to ensure that investment activity in its territory is undertaken in a manner sensitive to environmental concerns.
2. The Parties recognize that it is inappropriate to encourage investment by relaxing domestic health, safety or environmental measures. Accordingly, a Party should not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such measures as an encouragement for the establishment, acquisition, expansion or retention in its territory of an investment of an investor. If a Party considers that the other Party has offered such an encouragement, it may request consultations with the other Party and the two Parties shall consult with a view to avoiding any such encouragement.

Article G-15:

Energy Regulatory Measures

Each Party shall seek to ensure that in the application of any energy regulatory measure, energy regulatory bodies within its territory avoid disruption of contractual relationships to the maximum extent practicable, and provide for orderly and equitable implementation appropriate to such measures.

Section II: Settlement of Disputes between a Party and an Investor of the Other Party

Article G-16:

Purpose

Without prejudice to the rights and obligations of the Parties under Chapter N (Institutional Arrangements and Dispute Settlement Procedures), this Section establishes a mechanism for the settlement of investment disputes that assures both equal treatment among investors of the Parties in accordance with the principle of international reciprocity and due process before an impartial tribunal.

Article G-17:

Claim by an Investor of a Party on Its Own Behalf

1. An investor of a Party may submit to arbitration under this Section a claim that the other Party has breached an obligation under:
- (a) Section I or Article J-03(2) (State Enterprises), or

该企业在其成立或组织所在方的领土内没有实质性的业务活动。

第G-14条：

环境措施

1. 本章任何规定均不得解释为阻止一方采用、维持或执行任何与其认为适当以确保在其领土内的投资活动以敏感方式关注环境关切且与其他本章规定一致的措施。
2. 各方承认，通过放宽国内健康、安全或环境措施来鼓励投资是不适当的。因此，一方不应放弃或以其他方式损害，或提出放弃或以其他方式损害，此类措施，作为鼓励投资者在其领土内设立、收购、扩张或保留投资的鼓励措施。如果一方认为另一方提供了此类鼓励，它可以要求与另一方磋商，并且双方应磋商以避免任何此类鼓励。

第G-15条：

能源监管措施

每一方应当努力确保，在适用任何能源监管措施时，其领土内的能源监管机构避免最大程度地中断合同关系，并为此类措施提供有序和公平的实施。

Sect第二部分：一方与另一方投资者之间的争端解决

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第G-16条：

目的

在不影响第N章（机构安排和争端解决程序）项下缔约方权利和义务的情况下，本节设立一种投资争端解决机制，该机制确保缔约方投资者根据国际互惠原则在公正的法庭前受到平等对待并享有正当程序。

第G-17条：

缔约方投资者以自身名义提出的索赔

1. 一方投资者可依据本节将另一方违反其义务的索赔提交仲裁：
- (a) 第I节或第J-03(2)条（国有企业），或

- (b) Article J-02(3)(a) (Monopolies and State Enterprises) where the monopoly has acted in a manner inconsistent with the Party's obligations under Section I, and that the investor has incurred loss or damage by reason of, or arising out of, that breach.
2. An investor may not make a claim if more than three years have elapsed from the date on which the investor first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the investor has incurred loss or damage.

Article G-18:

Claim by an Investor of a Party on Behalf of an Enterprise

1. An investor of a Party, on behalf of an enterprise of the other Party that is a juridical person that the investor owns or controls directly or indirectly, may submit to arbitration under this Section a claim that the other Party has breached an obligation under:
- (a) Section I or Article J-03(2) (State Enterprises), or
- (b) Article J-02(3)(a) (Monopolies and State Enterprises) where the monopoly has acted in a manner inconsistent with the Party's obligations under Section I, and that the enterprise has incurred loss or damage by reason of, or arising out of, that breach.
2. An investor may not make a claim on behalf of an enterprise described in paragraph 1 if more than three years have elapsed from the date on which the enterprise first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the enterprise has incurred loss or damage.
3. Where an investor makes a claim under this Article and the investor or a non-controlling investor in the enterprise makes a claim under Article G-17 arising out of the same events that gave rise to the claim under this Article, and two or more of the claims are submitted to arbitration under Article G-21, the claims should be heard together by a Tribunal established under Article G-27, unless the Tribunal finds that the interests of a disputing party would be prejudiced thereby.
4. An investment may not make a claim under this Section.

Article G-19:

Settlement of a Claim through Consultation and Negotiation

The disputing parties should first attempt to settle a claim through consultation or negotiation.

Article G-20:

Notice of Intent to Submit a Claim to Arbitration

The disputing investor shall deliver to the disputing Party written notice of its intention to

(b) 第 J-02(3)(a) 条（垄断和国有企业），其中垄断行为与一方在第I节下的义务不一致，且投资者因该违约行为遭受损失或损害。

2. 如果投资者在首次获得或应当首次获得关于被指控违约以及投资者因此遭受损失或损害的知识之日起超过三年，则不得提出索赔。

G-18条：

一方投资者代表企业提出的索赔

1. 一方投资者代表其直接或间接拥有或控制的另一方法人企业，可根据本节向仲裁庭提交索赔，该索赔主张另一方违反了以下义务：
- (a) 第I节或第J-03(2)条（国有企业），或 (b) 第 J-02(3)(a)条（垄断和国有企业），其中垄断行为与第I节项下该投资者的义务不一致，并且该企业因该违约行为遭受损失或损害。
2. 如果企业自首次获悉或本应首次获悉被指控违约之日起已超过三年，则投资者不得代表该企业（第1段所述）提出索赔。
3. 如果投资者根据本条提出索赔，且该企业中的投资者或非控制投资者根据第G-17条就导致本条索赔发生的事件提出索赔，并且两个或多个索赔根据第G-21条提交仲裁，则这些索赔应由根据第G-27条设立的仲裁庭一并审理，除非仲裁庭认定这样做将损害争议方的利益。
4. 投资（企业）不得根据本节提出索赔。

第G-19条：

通过协商和谈判解决索赔

争议方应首先尝试通过磋商或谈判解决索赔。

文章G-20：

提交索赔意向通知仲裁

争议投资者应当向争议方提交其意图仲裁的书面通知

submit a claim to arbitration at least 90 days before the claim is submitted, which notice shall specify:

- (a) the name and address of the disputing investor and, where a claim is made under Article G-18, the name and address of the enterprise;
- (b) the provisions of this Agreement alleged to have been breached and any other relevant provisions;
- (c) the issues and the factual basis for the claim; and
- (d) the relief sought and the approximate amount of damages claimed.

Article G-21:

Submission of a Claim to Arbitration

1. Except as provided in Annex G-21.1, and provided that six months have elapsed since the events giving rise to a claim, a disputing investor may submit the claim to arbitration under:
- (a) the ICSID Convention, provided that both the disputing Party and the Party of the investor are parties to the Convention;
 - (b) the Additional Facility Rules of ICSID, provided that either the disputing Party or the Party of the investor, but not both, is a party to the ICSID Convention; or
 - (c) the UNCITRAL Arbitration Rules.
2. The applicable arbitration rules shall govern the arbitration except to the extent modified by this Section.

Article G-22:

Conditions Precedent to Submission of a Claim to Arbitration

1. A disputing investor may submit a claim under Article G-17 to arbitration only if:
- (a) the investor consents to arbitration in accordance with the procedures set out in this Agreement; and
 - (b) the investor and, where the claim is for loss or damage to an interest in an enterprise of the other Party that is a juridical person that the investor owns or controls directly or indirectly, the enterprise, waive their right to initiate or continue before any administrative tribunal or court under the law of a Party, or other dispute settlement procedures, any proceedings with respect to the measure of the disputing Party that is alleged to be a breach referred to in Article G-17, except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the law of the disputing Party.
2. A disputing investor may submit a claim under Article G-18 to arbitration only if both the

在索赔提交前至少90天提交仲裁的索赔，该通知应指定：

- (a) 争议投资者的名称和地址；以及，在根据G-18条提出索赔的情况下，企业的名称和地址； (b) 本协议据称被违反的规定以及任何其他相关规定； (c) 索赔的问题和事实依据；以及 (d) 寻求的救济和索赔的损害赔偿金额。G-21条：向仲裁提交索赔

1. 除附件G-21.1另有规定外，并且自索赔事件发生之日起六个月已过，争议投资者可以按照以下方式将索赔提交仲裁：

- (a) 国际投资争端解决中心公约，前提是争议方和投资者方均为公约缔约方； (b) ICSID附加便利规则，前提是争议方或投资者方中只有一方是国际投资争端解决中心公约的缔约方；或 (c) 联合国国际贸易法委员会仲裁规则。

2. 适用的仲裁规则应 govern 仲裁，但本 第X节 修改的除外。

G-22条：

仲裁索赔的先决条件

1. 争议投资者只有在满足以下条件时，才能根据 第G-17条 将索赔提交仲裁：
- (a) 投资者同意根据本协议规定的程序进行仲裁；以及 (b) 投资者，如果索赔是针对另一方企业（该企业是投资者直接或间接拥有或控制的法人）的利益损失或损害，企业，放弃其权利，在任何一方的行政 tribunal 或法院，或其他争议解决程序，根据该争议方的法律提起或继续任何关于争议方所声称违反第G-17条的损害赔偿措施的诉讼，但排除在争议方法律下的行政 tribunal 或法院进行的禁令、宣告或其他特别救济程序，不涉及损害赔偿的诉讼。
2. A 争议投资者只有在满足以下条件时，才能根据 G-18条 将索赔提交仲裁： he

investor and the enterprise:

- (a) consent to arbitration in accordance with the procedures set out in this Agreement; and
 - (b) waive their right to initiate or continue before any administrative tribunal or court under the law of a Party, or other dispute settlement procedures, any proceedings with respect to the measure of the disputing Party that is alleged to be a breach referred to in Article G-18, except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the law of the disputing Party.
3. A consent and waiver required by this Article shall be in writing, shall be delivered to the disputing Party and shall be included in the submission of a claim to arbitration.
4. Only where a disputing Party has deprived a disputing investor of control of an enterprise:
- (a) a waiver from the enterprise under paragraph 1(b) or 2(b) shall not be required; and
 - (b) Annex G-21.1(b) shall not apply.

Article G-23:

Consent to Arbitration

1. Each Party consents to the submission of a claim to arbitration in accordance with the procedures set out in this Agreement.
2. The consent given by paragraph 1 and the submission by a disputing investor of a claim to arbitration shall satisfy the requirement of:
- (a) Chapter II of the ICSID Convention (Jurisdiction of the Centre) and the Additional Facility Rules for written consent of the parties;
 - (b) Article II of the New York Convention for an agreement in writing; and
 - (c) Article I of the Inter-American Convention for an agreement.

Article G-24:

Number of Arbitrators and Method of Appointment

Except in respect of a Tribunal established under Article G-27, and unless the disputing parties otherwise agree, the Tribunal 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.

投资者和企业:

- (a) 同意根据本协议规定的程序进行仲裁; 以及 (b) 放弃其在本协议一方法律规定的任何行政 tribunal 或法院, 或其他争议解决程序中提起或继续任何关于争议方所声称违反 G-18条的争议措施程序的任何权利, 但排除在本协议争议方法律规定的任何行政 tribunal 或法院中, 不涉及损害赔偿的禁令、宣告或其他特别救济程序。
3. 本条要求的同意和放弃应以书面形式作出, 应交付给争议方, 并应作为仲裁索赔的提交内容。
4. 仅当争议方剥夺了争议投资者对企业的控制权时:
- (a) 根据第1(b)段或第2(b)段的企业放弃不应是必需的; 以及 (b) G-21.1(b)附件不应适用。G-23条: 同意仲裁

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1. 每一方同意根据本协议规定的程序提交索赔以进行仲裁。
2. 第1段的同意以及争议投资者提交的仲裁索赔应满足以下要求:

- (a) 国际投资争端解决中心公约 (中心的管辖权) 的第二章和用于书面同意的附加便利规则; (b) 纽约公约的书面协议; 以及(c) 泛美公约的协议。第G-24条: 仲裁员人数和任命方法

除根据第G-27条设立仲裁庭的情况外, 除非争议方另有协议, 仲裁庭应由三名仲裁员组成, 其中一名由每方争议方任命, 第三名, 即首席仲裁员, 由争议方协议任命。

Article G-25:

Constitution of a Tribunal When a Party Fails to Appoint an Arbitrator or the

Disputing Parties Are Unable to Agree on a Presiding Arbitrator

1. The Secretary-General shall serve as appointing authority for an arbitration under this Section.
2. If a Tribunal, other than a Tribunal established under Article G-27, has not been constituted within 90 days from the date that a claim is submitted to arbitration, the Secretary-General, on the request of either disputing party, shall appoint, in his discretion, the arbitrator or arbitrators not yet appointed, except that the presiding arbitrator shall be appointed in accordance with paragraph 3.
3. The Secretary-General shall appoint the presiding arbitrator from the roster of presiding arbitrators referred to in paragraph 4, provided that the presiding arbitrator shall not be a national of the disputing Party or a national of the Party of the disputing investor. In the event that no such presiding arbitrator is available to serve, the Secretary-General shall appoint, from the ICSID Panel of Arbitrators, a presiding arbitrator who is not a national of either of the Parties.
4. On the date of entry into force of this Agreement, the Parties shall establish, and thereafter maintain, a roster of 30 presiding arbitrators, none of whom may be a national of a Party, meeting the qualifications of the Convention and rules referred to in Article G-21 and experienced in international law and investment matters. The roster members shall be appointed by mutual agreement.

Article G-26:

Agreement to Appointment of Arbitrators

For purposes of Article 39 of the ICSID Convention and Article 7 of Schedule C to the ICSID Additional Facility Rules, and without prejudice to an objection to an arbitrator based on Article G-25(3) or on a ground other than nationality:

- (a) the disputing Party agrees to the appointment of each individual member of a Tribunal established under the ICSID Convention or the ICSID Additional Facility Rules;
- (b) a disputing investor referred to in Article G-17 may submit a claim to arbitration, or continue a claim, under the ICSID Convention or the ICSID Additional Facility Rules, only on condition that the disputing investor agrees in writing to the appointment of each individual member of the Tribunal; and
- (c) a disputing investor referred to in Article G-18(1) may submit a claim to arbitration, or continue a claim, under the ICSID Convention or the ICSID Additional Facility Rules, only on condition that the disputing investor and the enterprise agree in writing to the appointment of each individual member of the Tribunal.

第G-25条:

仲裁庭的组成 当一方未能任命仲裁员或

争议方未能就首席仲裁员达成一致

1. 秘书长应作为本节项下仲裁的指定机构。
2. 如果一个仲裁庭，除根据第G-27条设立的仲裁庭外，在索赔提交仲裁之日起90天内未能成立，秘书长应根据任何争议方的请求，在其自由裁量权范围内指定尚未指定的仲裁员或仲裁员，但首席仲裁员应根据第 3 段的规定进行指定。
3. 秘书长应从第 4 段所述的首席仲裁员名册中指定首席仲裁员，但首席仲裁员不得是争议方或争议投资者的国籍。如果没有任何此类首席仲裁员可以任职，秘书长应从国际投资争端解决中心仲裁员小组中指定一个既不是任何一方国籍的首席仲裁员。
4. 在本协定生效日期，缔约方应设立，并此后维持，一个由30名首席仲裁员组成的名册，其中任何人均不得为任何一方国家的国民，应满足公约和第G-21条所述规则规定的资格，并具有国际法和投资事项的经验。名册成员应由双方协议任命。

第G-26条:

仲裁员任命协议

为第39条公约和第C附件第7条国际投资争端解决中心附加便利规则之目的，且不妨碍基于第G-25(3)条或基于国籍以外理由对仲裁员提出的异议：

- (a) 争议方同意任命根据国际投资争端解决中心公约或国际投资争端解决中心附加便利规则设立的仲裁庭的每个个别成员； (b) 第G-17条所述的争议投资者只有在争议投资者书面同意任命仲裁庭的每个个别成员的情况下，才能根据国际投资争端解决中心公约或国际投资争端解决中心附加便利规则提交仲裁或继续仲裁；以及 (c) 第G-18(1)条所述的争议投资者只有在争议投资者和企业书面同意任命仲裁庭的每个个别成员的情况下，才能根据国际投资争端解决中心公约或国际投资争端解决中心附加便利规则提交仲裁或继续仲裁。

Article G-27:

Consolidation

第G-27条:

合并审理

1. A Tribunal established under this Article shall be established under the UNCITRAL Arbitration Rules and shall conduct its proceedings in accordance with those Rules, except as modified by this Section.
2. Where a Tribunal established under this Article is satisfied that claims have been submitted to arbitration under Article G-21 that have a question of law or fact in common, the Tribunal may, in the interests of fair and efficient resolution of the claims, and after hearing the disputing parties, by order:
- (a) assume jurisdiction over, and hear and determine together, all or part of the claims; or
 - (b) assume jurisdiction over, and hear and determine one or more of the claims, the determination of which it believes would assist in the resolution of the others.
3. A disputing party that seeks an order under paragraph 2 shall request the Secretary-General to establish a Tribunal and shall specify in the request:
- (a) the name of the disputing Party or disputing investors against which the order is sought;
 - (b) the nature of the order sought; and
 - (c) the grounds on which the order is sought.
4. The disputing party shall deliver to the disputing Party or disputing investors against which the order is sought a copy of the request.
5. Within 60 days of receipt of the request, the Secretary-General shall establish a Tribunal comprising three arbitrators. The Secretary-General shall appoint the presiding arbitrator from the roster referred to in Article G-25(4). In the event that no such presiding arbitrator is available to serve, the Secretary-General shall appoint, from the ICSID Panel of Arbitrators, a presiding arbitrator who is not a national of either Party. The Secretary-General shall appoint the two other members from the roster referred to in Article G-25(4), and to the extent not available from that roster, from the ICSID Panel of Arbitrators, and to the extent not available from that Panel, in the discretion of the Secretary-General. One member shall be a national of the disputing Party and one member shall be a national of the Party of the disputing investors.
6. Where a Tribunal has been established under this Article, a disputing investor that has submitted a claim to arbitration under Article G-17 or G-18 and that has not been named in a request made under paragraph 3 may make a written request to the Tribunal that it be included in an order made under paragraph 2, and shall specify in the request:
- (a) the name and address of the disputing investor;
 - (b) the nature of the order sought; and

1. 根据本条设立的仲裁庭应根据联合国国际贸易法委员会仲裁规则设立，并应根据该等规则进行其程序，但本节的修改除外。
2. 当根据本条设立的仲裁庭确认根据G-21条提交给仲裁的索赔具有共同的法律或事实问题时，为了公平和高效地解决索赔，仲裁庭在听取争议方后，可通过命令：
- (a) 对全部或部分索赔行使管辖权，并一起审理和裁决；或 (b) 对全部或部分索赔行使管辖权，并审理和裁决其中一项或多项索赔，仲裁庭认为其裁决将有助于解决其他索赔。
3. 请求根据第2段获得命令的争议方应请求秘书长设立仲裁庭，并在请求中说明：
- (a) 请求命令的争议方或争议投资者的名称； (b) 所请求命令的性质；以及 (c) 所请求命令的理由。
4. 争议方应向请求命令的争议方或争议投资者提供请求的副本。
5. 在收到请求后的60天内，秘书长应设立一个由三名仲裁员组成的仲裁庭。秘书长应根据第G-25(4)条所述的名单任命首席仲裁员。如果没有任何此类首席仲裁员可以任职，秘书长应从国际投资争端解决中心仲裁员小组中任命一名既不是任何一方国民的首席仲裁员。秘书长应根据第G-25(4)条所述的名单任命另外两名成员，如果从该名单中无法获得，则从国际投资争端解决中心仲裁员小组中任命，如果从该小组中也无法获得，则由秘书长自行决定。一名成员应为争议方国民，另一名成员应为争议投资者一方国民。
6. 当仲裁庭根据本条设立时，已根据第G-17条或第G-18条提交仲裁索赔的争议投资者，若未被列入根据第3段提出的请求中，可向仲裁庭提交书面请求，要求将其包含在根据第2段作出的命令中，并在请求中说明：
- (a) 争议投资者的名称和地址； (b) 所寻求命令的性质；以及

- (c) the grounds on which the order is sought.
7. A disputing investor referred to in paragraph 6 shall deliver a copy of its request to the disputing parties named in a request made under paragraph 3.
8. A Tribunal established under Article G-21 shall not have jurisdiction to decide a claim, or a part of a claim, over which a Tribunal established under this Article has assumed jurisdiction.
9. On application of a disputing party, a Tribunal established under this Article, pending its decision under paragraph 2, may order that the proceedings of a Tribunal established under Article G-21 be stayed, unless the latter Tribunal has already adjourned its proceedings.
10. A disputing Party shall deliver to the Secretariat, within 15 days of receipt by the disputing Party, a copy of:
- (a) a request for arbitration made under paragraph (1) of Article 36 of the ICSID Convention;
 - (b) a notice of arbitration made under Article 2 of Schedule C of the ICSID Additional Facility Rules; or
 - (c) a notice of arbitration given under the UNCITRAL Arbitration Rules.
11. A disputing Party shall deliver to the Secretariat a copy of a request made under paragraph 3:
- (a) within 15 days of receipt of the request, in the case of a request made by a disputing investor;
 - (b) within 15 days of making the request, in the case of a request made by the disputing Party.
12. A disputing Party shall deliver to the Secretariat a copy of a request made under paragraph 6 within 15 days of receipt of the request.
13. The Secretariat shall maintain a public register of the documents referred to in paragraphs 10, 11 and 12.

Article G-28:

Notice

- A disputing Party shall deliver to the other Party:
- (a) written notice of a claim that has been submitted to arbitration no later than 30 days after the date that the claim is submitted; and
 - (b) copies of all pleadings filed in the arbitration.

(c) 所寻求命令的理由。

7. 第6段中提到的争议投资者应将其仲裁请求副本送达第3段中提出的仲裁请求中指名的争议方。
8. 根据 G-21条设立仲裁庭不得对根据本条设立仲裁庭已取得管辖权的索赔或索赔的一部分作出裁决。
9. 根据本条设立的仲裁庭在根据第2段作出决定之前，经争议方申请，可以命令根据 G-21条设立的仲裁庭暂停审理，除非后者仲裁庭已休庭。
10. 争议方应在收到争议方通知之日起15天内，将以下内容的副本提交给秘书处：
- (a) 根据 ICSID公约第36条第1段提出的仲裁请求；(b) 根据 ICSID附加便利规则第 C附件第2条提出的仲裁通知；或(c) 根据联合国国际贸易法委员会仲裁规则提出的仲裁通知。
11. 争议方应当将根据第 3 段提出的请求的副本提交给秘书处：
- (a) 在收到请求之日起 15 天内，如果请求是由争议投资者提出的；(b) 在提出请求之日起 15 天内，如果请求是由争议方提出的。
12. 争议方应当在收到请求之日起 15 天内，将根据第 6 段提出的请求的副本提交给秘书处。
13. 秘书处应当维持第 10 段、第 11 段和第 12 段所述文件的公共登记册。

第 G-28 条：

通知

- 争议方应交付给另一方：
- (a) 提交仲裁的索赔的书面通知，该通知应在索赔提交之日起30天内提交；以及
 - (b) 提交的所有仲裁答辩状的副本。

Article G-29:

Participation by a Party

On written notice to the disputing parties, a Party may make submissions to a Tribunal on a question of interpretation of this Agreement.

Article G-30:

Documents

1. A Party shall be entitled to receive from the disputing Party, at the cost of the requesting Party a copy of:
 - (a) the evidence that has been tendered to the Tribunal; and
 - (b) the written argument of the disputing parties.
2. A Party receiving information pursuant to paragraph 1 shall treat the information as if it were a disputing Party.

Article G-31:

Place of Arbitration

Unless the disputing parties agree otherwise, a Tribunal shall hold an arbitration in the territory of a Party that is a party to the New York Convention, selected in accordance with:

- (a) the ICSID Additional Facility Rules if the arbitration is under those Rules or the ICSID Convention; or
- (b) the UNCITRAL Arbitration Rules if the arbitration is under those Rules.

Article G-32:

Governing Law

1. A Tribunal established under this Section shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law.
2. An interpretation by the Commission of a provision of this Agreement shall be binding on a Tribunal established under this Section.

Article G-33:

Interpretation of Annexes

1. Where a disputing Party asserts as a defense that the measure alleged to be a breach is within the scope of a reservation or exception set out in Annex I, Annex II or Annex III, on request of the disputing Party, the Tribunal shall request the interpretation of the Commission on

第G-29条:

一方的参与

向争议方发出书面通知后，一方可以向仲裁庭就本协议的解释问题提出意见。

第G-30条:

文件

1. 一方有权从争议方处获得请求方承担费用的以下文件的副本：
 - (a) 已提交给仲裁庭的证据；以及 (b) 争议方的书面论点。
2. 一方根据第1段收到信息时，应将信息视为争议方。

第G-31条:

仲裁地点

除非争议方另有约定，仲裁庭应在作为纽约公约缔约方的一方领土内举行仲裁，具体选择方式如下：

- (a) 如果仲裁根据国际投资争端解决中心附加便利规则或国际投资争端解决中心公约进行，则应根据该规则或公约；或 (b) 如果仲裁根据联合国国际贸易法委员会仲裁规则进行，则应根据该规则。

第G-32条:

适用法律

1. 根据本节设立的仲裁庭应根据本协议和适用的国际法规则裁决争议事项。
2. 委员会对本协议条款的解释对本节设立的仲裁庭具有约束力。

第G-33条:

附件的解释

1. 当争议方以被指控违约的措施属于附件I、附件II或附件III中规定的保留或例外情况为由提出抗辩时，应争议方的请求，仲裁庭应请求委员会对

the issue. The Commission, within 60 days of delivery of the request, shall submit in writing its interpretation to the Tribunal.

2. Further to Article G-32(2), a Commission interpretation submitted under paragraph 1 shall be binding on the Tribunal. If the Commission fails to submit an interpretation within 60 days, the Tribunal shall decide the issue.

Article G-34:

Expert Reports

Without prejudice to the appointment of other kinds of experts where authorized by the applicable arbitration rules, a Tribunal, at the request of a disputing party or, unless the disputing parties disapprove, on its own initiative, may appoint one or more experts to report to it in writing on any factual issue concerning environmental, health, safety or other scientific matters raised by a disputing party in a proceeding, subject to such terms and conditions as the disputing parties may agree.

Article G-35:

Interim Measures of Protection

A Tribunal may order an interim measure of protection to preserve the rights of a disputing party, or to ensure that the Tribunal's jurisdiction is made fully effective, including an order to preserve evidence in the possession or control of a disputing party or to protect the Tribunal's jurisdiction. A Tribunal may not order attachment or enjoin the application of the measure alleged to constitute a breach referred to in Article G-17 or G-18. For purposes of this paragraph, an order includes a recommendation.

Article G-36:

Final Award

1. Where a Tribunal makes a final award against a Party, the Tribunal may award, separately or in combination, only:

- (a) monetary damages and any applicable interest;
- (b) 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.

A Tribunal may also award costs in accordance with the applicable arbitration rules.

2. Subject to paragraph 1, where a claim is made under Article G-18(1):

- (a) an award of restitution of property shall provide that restitution be made to the enterprise;
- (b) an award of monetary damages and any applicable interest shall provide that the sum be paid to the enterprise; and

该问题进行解释。委员会应在收到请求之日起60天内以书面形式向仲裁庭提交其解释。

2. 根据 G-32(2)条，根据第1段提交的委员会解释对仲裁庭具有约束力。如果委员会在60天内未提交解释，仲裁庭应决定该事项。

G-34条：

专家报告

在不损害根据适用仲裁规则授权任命其他类型专家的情况下，仲裁庭应应争议方的要求，或除非争议方不反对，可自行任命一名或多名专家，就争议方在程序中提出的涉及环境、健康、安全或其他科学事项的事实问题向其提交书面报告，具体条款和条件由争议方自行商定。

G-35条：

临时保护措施

仲裁庭可以命令临时保护措施以保护争议方的权利，或确保仲裁庭的管辖权得到充分有效行使，包括命令保存争议方持有或控制的证据或保护仲裁庭的管辖权。仲裁庭不得命令扣押或禁止据称构成第G-17条或G-18条所述违约的措施的适用。就本段而言，命令包括建议。

第G-36条：

最终裁决

1. 当仲裁庭对一方作出最终裁决时，仲裁庭可以单独或结合只裁决：

- (a) 金钱损害赔偿和任何适用利息；
- (b) 财产返还，在这种情况下，裁决应规定争议方可以用金钱损害赔偿和任何适用利息代替财产返还。

仲裁庭亦可根据适用的仲裁规则裁决费用。

2. 除第1段的规定外，若根据第G-18(1)条提出索赔：

- (a) 财产返还裁决应规定向企业进行返还；
- (b) 金钱损害赔偿裁决及任何适用利息应规定将款项支付给企业；以及

- (c) the award shall provide that it is made without prejudice to any right that any person may have in the relief under applicable domestic law.
- 3. A Tribunal may not order a Party to pay punitive damages.

Article G-37:

Finality and Enforcement of an Award

- 1. An award made by a Tribunal shall have no binding force except between the disputing parties and in respect of the particular case.
- 2. Subject to paragraph 3 and the applicable review procedure for an interim award, a disputing party shall abide by and comply with an award without delay.
- 3. A disputing party may not seek enforcement of a final award until:
 - (a) in the case of a final award made under the ICSID Convention
 - (i) 120 days have elapsed from the date the award was rendered and no disputing party has requested revision or annulment of the award, or
 - (ii) revision or annulment proceedings have been completed; and
 - (b) in the case of a final award under the ICSID Additional Facility Rules or the UNCITRAL Arbitration Rules
 - (i) three months have elapsed from the date the award was rendered and no disputing party has commenced a proceeding to revise, set aside or annul the award, or
 - (ii) a court has dismissed or allowed an application to revise, set aside or annul the award and there is no further appeal.
- 4. Each Party shall provide for the enforcement of an award in its territory.
- 5. If a disputing Party fails to abide by or comply with a final award, the Commission, on delivery of a request by a Party whose investor was a party to the arbitration, shall establish a panel under Article N-08 (Request for an Arbitral Panel). The requesting Party may seek in such proceedings:
 - (a) a determination that the failure to abide by or comply with the final award is inconsistent with the obligations of this Agreement; and
 - (b) a recommendation that the Party abide by or comply with the final award.
- 6. A disputing investor may seek enforcement of an arbitration award under the ICSID Convention, the New York Convention or the Inter-American Convention regardless of whether proceedings have been taken under paragraph 5.

- (c) 裁决应规定其作出不损害任何人在适用国内法救济中可能拥有的任何权利。

- 3. 仲裁庭不得命令一方支付惩罚性赔偿。

第 G-37 条:

裁决的最终性和执行

- 1. 仲裁庭作出的裁决除在争议方之间及针对特定案件外，不具有约束力。
- 2. 在第 3 段及临时裁决的适用审查程序的前提下，争议方应立即遵守并履行裁决。
- 3. 争议方在以下情况下不得寻求最终裁决的执行：(a) 在根据国际投资争端解决中心公约作出的最终裁决的情况下 (i) 自裁决作出之日起120天已过且没有争议方请求撤销或宣布裁决无效，或 (ii) 撤销或宣布无效的程序已经完成；以及 (b) 在根据国际投资争端解决中心附加便利规则或联合国国际贸易法委员会仲裁规则作出的最终裁决的情况下 (i) 自裁决作出之日起三个月已过且没有争议方开始撤销、撤销或宣布无效裁决的程序，或 (ii) 法院驳回或允许撤销、撤销或宣布无效裁决的申请且没有进一步的上诉。
- 4. 每一方应在其领土内提供裁决的执行。
- 5. 如果争议方不遵守或遵守最终裁决，委员会在收到一方（其投资者是仲裁当事方）的请求时，应根据第N-08条（仲裁庭组成请求）设立一个小组。请求方可以在此类程序中寻求：
 - (a) a 决定 that the failure to abide by or comply with the final award is inconsistent with the obligations of this Agreement; and (b) a 建议 that the Party abide by or comply with the final award.
- 6. 争议投资者可依据国际投资争端解决中心公约、纽约公约或泛美公约寻求仲裁裁决的执行，无论是否已根据第5段采取程序。

7. A claim that is submitted to arbitration under this Section shall be considered to arise out of a commercial relationship or transaction for purposes of Article I of the New York Convention and Article I of the Inter-American Convention.

Article G-38:

General

Time when a Claim is Submitted to Arbitration

- A claim is submitted to arbitration under this Section when:
 - the request for arbitration under paragraph (1) of Article 36 of the ICSID Convention has been received by the Secretary-General;
 - the notice of arbitration under Article 2 of Schedule C of the ICSID Additional Facility Rules has been received by the Secretary-General; or
 - the notice of arbitration given under the UNCITRAL Arbitration Rules is received by the disputing Party.

Service of Documents

- Delivery of notice and other documents on a Party shall be made to the place named for that Party in Annex G-38.2.

Receipts under Insurance or Guarantee Contracts

- In an arbitration under this Section, a Party shall not assert, as a defense, counterclaim, right of setoff or otherwise, that the disputing investor has received or will receive, pursuant to an insurance or guarantee contract, indemnification or other compensation for all or part of its alleged damages.

Publication of an Award

- Annex G-38.4 applies to the Parties specified in that Annex with respect to publication of an award.

Article G-39:

Exclusions

- Without prejudice to the applicability or non-applicability of the dispute settlement provisions of this Section or of Chapter N (Institutional Arrangements and Dispute Settlement Procedures) to other actions taken by a Party pursuant to Article O-02 (National Security), a decision by a Party to prohibit or restrict the acquisition of an investment in its territory by an investor of the other Party, or its investment, pursuant to that Article shall not be subject to such provisions.
- The dispute settlement provisions of this Section and of Chapter N shall not apply to the matters referred to in Annex G-39.2.

7. 根据本节提交仲裁的索赔，应被视为源于纽约公约第一条和泛美公约第一条所指的商业关系或交易。

第G-38条：

一般

索赔提交仲裁的时间

- 当发生以下情况时，索赔根据本节提交仲裁：
 - 根据《国际投资争端解决中心公约》第36条第(1)款的仲裁请求已由秘书长收到；
 - 根据《国际投资争端解决中心附加便利规则》第C附件第2条的仲裁通知已由秘书长收到；或
 - 根据《联合国国际贸易法委员会仲裁规则》给出的仲裁通知已由争议方收到。

文件送达

- 一方应将通知和其他文件送达附件G-38.2中为该一方指定的地点。

保险或担保合同项下的收据

- 在本节项下的仲裁中，一方不得以抗辩、反诉、抵消权或其他方式主张，争议投资者已根据保险或担保合同收到或将会收到针对其声称损害的全部或部分的赔偿或其他补偿。

裁决的公布

- 附件G-38.4适用于该附件中指定的各方关于裁决公布的事项。

文章G-39：

排除条款

- 不影响本节或第N章（机构安排和争端解决程序）的争议解决条款对一方根据文章O-02（国家安全）采取的其他行动的适用性或不适用性，一方根据该文章禁止或限制另一方投资者在其领土上获取投资或其投资的决定，不应受制于这些条款。
- 本节及第N章的争议解决条款不适用于附件G-39.2中提到的事项。

Section III - Definitions

Article G-40:

Definitions

For purposes of this Chapter:

disputing investor means an investor that makes a claim under Section II;

disputing parties means the disputing investor and the disputing Party;

disputing Party means a Party against which a claim is made under Section II;

disputing party means the disputing investor or the disputing Party;

energy and basic petrochemical goods refer to those goods classified under the Harmonized System as:

- (a) subheading 2612.10;
- (b) headings 27.01 through 27.06;
- (c) subheading 2707.50;
- (d) subheading 2707.99 (only with respect to solvent naphtha, rubber extender oils and carbon black feedstocks);
- (e) headings 27.08 and 27.09;
- (f) heading 27.10 (except for normal paraffin mixtures in the range of C9 to C15);
- (g) heading 27.11 (except for ethylene, propylene, butylene and butadiene in purities over 50 percent);
- (h) headings 27.12 through 27.16;
- (i) subheadings 2844.10 through 2844.50 (only with respect to uranium compounds classified under those subheadings);
- (j) subheadings 2845.10; and
- (k) subheading 2901.10 (only with respect to ethane, butanes, pentanes, hexanes, and heptanes);

energy regulatory measure means any measure by governmental entities that directly affects the transportation, transmission or distribution, purchase or sale, of an energy or basic petrochemical good;

第三部分 - 定义

附件G-40:

定义_____

根据本章规定:

争议投资者是指根据第二部分提出索赔的投资者;

争议方是指争议投资者和争议方;

争议方是指根据第II节提出索赔的一方;

争议方是指争议投资者或争议方;

能源和基本石化产品是指根据协调制度分类的那些货物:

- (a) 子目2612.10; (b) 第27.01至27.06项; (c) 子目2707.50; (d) 子目2707.99 (仅限于溶剂轻油、橡胶增塑油和碳黑原料); (e) 第27.08和27.09项; (f) 第27.10项 (不包括C9至C15范围内的正常石蜡混合物); (g) 第27.11项 (不包括纯度超过50%的乙烯、丙烯、丁烯和丁二烯); (h) 第27.12至27.16项; (i) 子目2844.10至2844.50 (仅限于根据这些子目分类的铀化合物); (j) 子目2845.10; 以及 (k) 子目2901.10 (仅限于乙烷、丁烷、戊烷、己烷和庚烷);

能源监管措施是指政府机构直接影响能源或基础石化商品运输、传输或分销、购买或销售的任何措施;

enterprise means an "enterprise" as defined in Article B-01 (Definitions of General Application), and a branch of an enterprise;

enterprise of a Party means an enterprise constituted or organized under the law of a Party, and a branch located in the territory of a Party and carrying out business activities there. equity or debt securities includes voting and non-voting shares, bonds, convertible debentures, stock options and warrants;

existing means in effect on January 1, 1994 for Canada and December 29, 1995 for Chile;

financial institution means any financial intermediary or other enterprise that is authorized to do business and regulated or supervised as a financial institution under the law of the Party in whose territory it is located;

G7 currency means the currency of Canada, France, Germany, Italy, Japan, the United Kingdom of Great Britain and Northern Ireland or the United States of America;

ICSID means the International Centre for Settlement of Investment Disputes;

ICSID Convention means the Convention on the Settlement of Investment Disputes between States and Nationals of other States, done at Washington, March 18, 1965;

Inter-American Convention means the Inter-American Convention on International Commercial Arbitration, done at Panama, January 30, 1975;

investment means:

- (a) an enterprise;
- (b) an equity security of an enterprise;
- (c) a debt security of an enterprise
 - (i) where the enterprise is an affiliate of the investor, or
 - (ii) where the original maturity of the debt security is at least three years, but does not include a debt security, regardless of original maturity, of a state enterprise;
- (d) a loan to an enterprise
 - (i) where the enterprise is an affiliate of the investor, or
 - (ii) where the original maturity of the loan is at least three years, but does not include a loan, regardless of original maturity, to a state enterprise;
- (e) an interest in an enterprise that entitles the owner to share in income or profits of the enterprise;

企业是指B-01条款（通用定义）中定义的“企业”，以及企业的分支机构；

一方企业是指根据一方法律成立或组织的企业，以及位于一方领土内并在该地开展业务活动的分支机构。股权或债权证券包括投票权和非投票权股份、债券、可转换债券、股票期权和认股权证；

现有是指1994年1月1日对加拿大而言和1995年12月29日对智利而言有效；

金融机构是指经授权从事业务并在其所在地国家法律下作为金融机构进行监管或监督的任何金融中介或其他企业；

G7货币是指加拿大、法国、德国、意大利、日本、大不列颠及北爱尔兰联合王国或美利坚合众国的货币；

ICSID是指国际投资争端解决中心；

国际投资争端解决中心公约是指国家与另一国国民之间投资争端解决公约，于华盛顿于1965年3月18日签署；

泛美公约是指泛美国际商事仲裁公约，于巴拿马于1975年1月30日签署；

投资是指：

(a) 企业；(b) 企业的股权证券；(c) 企业的债务证券 (i) 其中企业是投资者的关联企业，或 (ii) 其中债务证券的原始到期日至少为三年，但不包括国有企业无论原始到期日的债务证券；(d) 向企业提供贷款 (i) 其中企业是投资者的关联企业，或 (ii) 其中贷款的原始到期日至少为三年，但不包括无论原始到期日向国有企业提供的贷款；(e) 对企业享有的权益，该权益使所有者有权分享收入或

企业的利润；

- (f) an interest in an enterprise that entitles the owner to share in the assets of that enterprise on dissolution, other than a debt security or a loan excluded from subparagraph (c) or (d);
- (g) real estate or other property, tangible or intangible, acquired in the expectation or used for the purpose of economic benefit or other business purposes; and
- (h) interests arising from the commitment of capital or other resources in the territory of a Party to economic activity in such territory, such as under
 - (i) contracts involving the presence of an investor's property in the territory of the Party, including turnkey or construction contracts, or concessions, or
 - (ii) contracts where remuneration depends substantially on the production, revenues or profits of an enterprise; but investment does not mean,
- (i) claims to money that arise solely from
 - (i) commercial contracts for the sale of goods or services by a national or enterprise in the territory of a Party to an enterprise in the territory of the other Party, or
 - (ii) the extension of credit in connection with a commercial transaction, such as trade financing, other than a loan covered by subparagraph (d); or
- (j) any other claims to money, that do not involve the kinds of interests set out in subparagraphs (a) through (h); or
- (k) with respect to "loans" and "debt securities" referred to in subparagraphs (c) and (d) as it applies to investors of the other Party, and investments of such investors, in financial institution in the Party's territory
 - (i) a loan or debt security issued by a financial institution that is not treated as regulatory capital by the Party in whose territory the financial institution is located,
 - (ii) a loan granted by or debt security owned by a financial institution, other than a loan to or debt security of a financial institution referred to in subparagraph (i), and
 - (iii) a loan to, or debt security issued by, a Party or a state enterprise thereof;

investment of an investor of a Party means an investment owned or controlled directly or indirectly by an investor of such Party;

(f) 对企业的权益，该权益使所有者有权在企业解散时分享其资产，但除债务证券或被第(c)项或第(d)项排除的贷款外；(g) 房地产或其他财产，有形或无形，预期获得或用于经济利益或其他商业目的；以及(h) 在一方领土内对另一方领土内经济活动的资本投入或其他资源承诺产生的权益，例如：(i) 涉及投资者财产存在于一方领土内的合同，包括交钥匙合同或建设合同，或特许权，或(ii) 报酬在很大程度上取决于企业的生产、收入或利润的合同；但投资不包括：(i) 仅因一方领土内的国家或企业向另一方领土内的企业销售货物或服务的商业合同而产生的金钱债权，或(ii) 与商业交易相关的信贷扩展，如贸易融资，但排除第(d)项所述的贷款；或(j) 任何其他不涉及第(a)项至第(h)项所述权益的金钱债权；或(k) 关于第(c)项和第(d)项中提到的“贷款”和“债务证券”，就其适用于另一方的投资者及其投资而言，在另一方领土内的金融机构中：(i) 由金融机构发行的贷款或债务证券，该金融机构不被其所在领土的方视为监管资本，(ii) 由金融机构授予的贷款或拥有的债务证券，除向第(i)项所述的金融机构提供的贷款或其债务证券外，以及(iii) 向一方或其国有企业的贷款，或其发行的债务证券；

一方投资者的投资是指由该方投资者直接或间接拥有或控制的投资；

investor of a Party means a Party or state enterprise thereof, or a national or an enterprise of such Party, that seeks to make, is making or has made an investment;

investor of a non-Party means an investor other than an investor of a Party, that seeks to make, is making or has made an investment;

New York Convention means the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958;

person of a Party means "person of a Party" as defined in Chapter B (General Definitions) except that with respect to Article G-01(2) and (3), "persons of a Party" does not include a branch of an enterprise of a non-Party;

Secretary-General means the Secretary-General of ICSID;

transfers means transfers and international payments;

Tribunal means an arbitration tribunal established under Article G-21 or G-27; and

UNCITRAL Arbitration Rules means the arbitration rules of the United Nations Commission on International Trade Law, approved by the United Nations General Assembly on December 15, 1976.

Annex G-01.3(b)

Further Liberalization

If the negotiations for Chile's accession to NAFTA have not been engaged within 15 months of the entry into force of this Agreement, the Parties shall commence negotiations with a view to entering into an agreement, based on Chapter 14 on Financial Services of the NAFTA, by no later than April 30, 1999.

Annex G-04.2

Standard of Treatment

1. Chile shall accord to an investor of Canada or an investment of such investor that is party to an investment contract pursuant to Decree Law 600 of 1974 ("Decreto Ley 600 de 1974"), the better of the treatment required under this Agreement or granted under the contract pursuant to the said Decree Law.
2. Chile shall permit an investor of Canada or an investment or such investor, referred to in paragraph 1, to amend the investment contract in order to reflect the rights and obligations of this Agreement.

Annex G-09.1

1. For the purpose of preserving the stability of its currency, Chile reserves the right:
- (a) to maintain existing requirements that transfers from Chile of proceeds from the sale of all or any part of an investment of an investor of Canada or from the

一方投资者是指寻求进行、正在进行或已经进行投资的该方、其国有企业、国家或该方的企业；

非一方投资者是指一方投资者以外的投资者，该投资者寻求、正在或已经进行投资；

纽约公约是指1958年6月10日在纽约签署的《联合国承认和执行外国仲裁裁决公约》；

一方人员是指B章（一般定义）中定义的“一方人员”，但就G-01(2)和(3)条而言，“一方人员”不包括非一方企业的分支机构；

秘书长是指国际投资争端解决中心秘书长；

转移是指转移和国际支付；

仲裁庭是指根据G-21条或G-27条设立的仲裁庭；和

联合国国际贸易法委员会仲裁规则是指联合国国际贸易法委员会仲裁规则，该规则于1976年12月15日经联合国大会批准。

G-01.3(b)附件

进一步自由化

如果智利加入北美自由贸易协定的谈判在本协定生效后15个月内未开始，缔约方应开始谈判，以期不迟于1999年4月30日根据北美自由贸易协定金融服务章节第14条达成协议。

G-04.2附件

待遇标准

1. 智利应给予加拿大投资者或根据1974年第600号法令（"Decreto Ley 600 de 1974"）成为投资合同一方的该投资者的投资，按照本协议规定或根据该法令授予的合同所规定的待遇中较优者。
2. 智利应允许加拿大投资者或第1段所述投资或该投资者，根据本协议修改投资合同，以反映本协议的权利和义务。

附件G-09.1

1. 为维护其货币稳定，智利保留如下权利：
- (a) 维持现有要求，即加拿大投资者的全部或部分投资的出售收益，或从投资的部分或全部清算中获得的收入，不得在不超过的期间内转移

partial or complete liquidation of the investment may not take place until a period not to exceed

- (i) in the case of an investment made pursuant to Law 18.657 Foreign Capital Investment Fund Law ("Ley 18.657, Ley Sobre Fondo de Inversiones de Capitales Extranjeros"), five years has elapsed from the date of transfer to Chile, or
 - (ii) subject to subparagraph (c)
 - (iii) in all other cases, one year has elapsed from the date of transfer to Chile;
- (b) to apply a reserve requirement pursuant to Article 49 No. 2 of Law 18.840, Organic Law of the Central Bank of Chile, ("Ley 18.840, Ley Orgánica del Banco Central de Chile") on an investment of an investor of Canada, other than foreign direct investment, and on foreign credits relating to an investment, provided that such a reserve requirement shall not exceed 30 per cent of the amount of the investment, or the credit, as the case may be;
- (c) to adopt
 - (i) measures imposing a reserve requirement referred to in (b) for a period which shall not exceed two years from the date of transfer to Chile,
 - (ii) any reasonable measure consistent with paragraph 3 necessary to implement or to avoid circumvention of the measures under (a) or (b), and
 - (iii) measures, consistent with Article G-09 and this Annex, establishing future special voluntary investment programs in addition to the general regime for foreign investment in Chile, except that any such measures may restrict transfers from Chile of proceeds from the sale of all or any part of an investment of an investor of Canada or from the partial or complete liquidation of the investment for a period not to exceed 5 years from the date of transfer to Chile; and
- (d) to apply, pursuant to the Law 18.840, measures with respect to transfers relating to an investment of an investor of Canada that
 - (i) require that foreign exchange transactions for such transfers take place in the Formal Exchange Market,
 - (ii) require authorization for access to the Formal Exchange Market to purchase foreign currency, at the rate agreed upon by the parties to the transaction, which access shall be granted without delay when such transfers are:
 - (A) payments for current international transactions,

投资的部分或全部清算不得发生， 直到一个不超过的期间

(i) 对于根据法律 18.657 外国资本投资基金法（"法律 18.657 外国资本投资基金法"）进行的投资，自转移至智利的日期起已过去五年，或 (ii) 除第 (c) 段第 (iii) 项之外的所有其他情况，自转移至智利的日期起已过去一年；

(b) 根据法律 18.840 智利中央银行有机法第 49 条第 2 款，对加拿大投资者的投资（不包括外国直接投资）以及与投资相关的外国信贷适用储备要求， 但该储备要求不得超过投资金额或信贷的百分之三十， 以较高者为准；

(c) 制定

(i) 在智利转移日期起不超过两年的期限内实施第 (b) 段所述的储备要求措施， (ii) 与第 3 段一致的任何合理措施， 以实施或避免规避第 (a) 段或第 (b) 段下的措施， 以及 (iii) 与第 G-09 条和本附件一致的措施， 在智利外国投资一般制度之外设立未来特殊自愿投资计划， 但任何此类措施可以限制加拿大投资者投资全部或部分出售所得或投资的部分或全部清算的从智利转移， 期限不超过智利转移日期起五年； 以及

(d) 根据 第18.840号法律 适用， 关于与加拿大投资者投资相关的转移的措施，

(i) 要求此类转移的外汇交易在正式外汇市场进行， (ii) 要求获得授权以访问正式外汇市场购买外币， 按照交易各方同意的汇率， 当此类转移时， 该访问应立即授予：

(A) 经常国际交易支付，

- (B) proceeds from the sale of all or any part, and from the partial or complete liquidation of an investment of an investor of Canada, or
 - (C) payments pursuant to a loan provided they are made in accordance with the maturity dates originally agreed upon in the loan agreement, and
- (iii) require that foreign currency be converted into Chilean pesos, at the rate agreed upon by the parties to the transaction, except for transfers referred to in (ii) (A) through (C) which are exempt from this requirement.

2. Where Chile proposes to adopt a measure referred to in paragraph 1(c), Chile shall, to the extent practicable:

- (a) provide in advance to Canada the reasons for the proposed adoption of the measure as well as any relevant information in relation to the measure; and
- (b) provide Canada with a reasonable opportunity to comment on the proposed measure.

3. A measure that is consistent with this Annex but inconsistent with Article G-02, shall be deemed not to contravene Article G-02 provided that, as required under existing Chilean law, it does not discriminate among investors that enter into transactions of the same nature.

4. This Annex applies to Law 18.840, to the Decree Law 600 of 1974 ("Decreto Ley 600 de 1974") to Law 18.657 and any other law establishing a future special voluntary investment program consistent with sub-paragraph 1(c)(iii) and to the continuation or prompt renewal of such laws, and to amendments to those laws, to the extent that any such amendment does not decrease the conformity of the amended law with Article G-09(1) as it existed immediately before the amendment.

5. For the purposes of this Annex:

Chilean juridical person means an enterprise that is constituted or organized in Chile for profit in a form which under Chilean law is recognized as being a juridical person;

date of transfer means the settlement date when the funds that constitute the investment were converted into Chilean pesos, or the date of the importation of the equipment and technology;

existing means in effect on October 24, 1996;

foreign credit means any type of debt financing originating in foreign markets whatever its nature, form or maturity period;

foreign direct investment means an investment of an investor of Canada, other than a foreign credit, made in order:

(B) 全部或任何一部分的销售收益，以及加拿大投资者的投资的局部或完全清算的收入，或 (C) 根据贷款支付，只要其按照贷款协议中最初商定的到期日进行，以及 (iii) 要求外币按交易各方同意的汇率兑换成智利比索，除了 (ii) (A) 至 (C) 中提到的转移，这些转移免除此要求。

2. 当智利拟采取第1款(c)所述措施时，智利应尽可能做到以下要求：

- (a) 提前向加拿大提供拟采取该措施的理由以及与该措施相关的任何信息；以及
- (b) 向加拿大提供合理的机会对拟议的措施提出意见。

3. 与本附件一致但与G-02条不一致的措施，如果根据现有智利法律要求，不歧视进行同类交易的投资者，则应被视为不违反G-02条。

4. 本附件适用于第18.840号法律、1974年第600号法令（"Decreto Ley 600 de 1974"）、第18.657号法律以及任何根据第1款(c)(iii)子款建立的未来特殊自愿投资计划，并适用于这些法律的延续或及时更新，以及这些法律的修订，只要任何此类修订不降低修订后法律与G-09(1)条在修订前的符合性。

5. 根据本附件的规定：

智利法人是指根据智利法律构成或组织起来以营利为目的，并被认定为法人的企业；

转移日期是指构成投资的资金兑换成智利比索的结算日期，或设备和技术进口的日期；

现有是指1996年10月24日生效的；

外国信贷是指起源于外国市场的任何类型的债务融资，无论其性质、形式或到期期限如何；

外国直接投资是指加拿大投资者除外国信贷以外的投资，其目的是：

- (a) to establish a Chilean juridical person or to increase the capital of an existing Chilean juridical person with the purpose of producing an additional flow of goods or services, excluding purely financial flows; or
- (b) to acquire equity of an existing Chilean juridical person and to participate in its management, but excludes such an investment that is of a purely financial character and that is designed only to gain indirect access to the financial market of Chile;

Formal Exchange Market means the market constituted by the banking entities and other institutions authorized by the competent authority; and

payments for current international transactions means "payments for current international transactions" as defined under the Articles of Agreement of the International Monetary Fund, and for greater certainty, does not include payments of principal pursuant to a loan which are not made in accordance with the maturity dates originally agreed upon in the loan agreement.

Annex G-21.1

Submission of a Claim to Arbitration

Chile

1. With respect to the submission of a claim to arbitration:
 - (a) an investor of Canada may not allege that Chile has breached an obligation under
 - (i) Section I or Article J-03(2) (State Enterprises), or
 - (ii) Article J-02(3)(a) (Monopolies and State Enterprises) where the monopoly has acted in a manner inconsistent with Chile's obligations under Section I, both in an arbitration under this Section and in proceedings before a Chilean court or administrative tribunal; and
 - (b) where an enterprise of Chile that is a juridical person that an investor of Canada owns or controls directly or indirectly alleges in proceedings before a Chilean court or administrative tribunal that Chile has breached an obligation under
 - (i) Section I or Article J-03(2) (State Enterprises), or
 - (ii) Article J-02(3)(a) (Monopolies and State Enterprises) where the monopoly has acted in a manner inconsistent with Chile's obligations under Section I, the investor may not allege the breach in an arbitration under this Section.
2. For greater certainty, where an investor of Canada or an enterprise of Chile that is a juridical person that an investor of Canada owns or controls directly or indirectly makes an allegation referred to in paragraph 1(a) or (b) before a Chilean court or administrative tribunal, the selection of the Chilean court or administrative tribunal shall be final and such investor or enterprise may not thereafter allege the breach in an arbitration under this Section.

- (a)设立智利法人或增加现有智利法人的资本，以产生额外的货物或服务流量，排除纯粹的金融流量；或(b)收购现有智利法人的股权并参与其管理，但排除纯粹金融性质的投资，该投资仅旨在获得对智利金融市场间接访问权；

正式外汇市场是指由主管当局授权的银行实体和其他机构构成的市场；以及

经常国际交易支付是指根据国际货币基金组织协定定义的“经常国际交易支付”，为明确起见，不包括根据贷款协议原定到期日未按期支付的贷款本金。

G-21.1附件

提交仲裁索赔

智利

1. 关于提交仲裁索赔：
 - (a) 加拿大投资者不得声称智利违反了 (i) 第I节或第J-03(2)条（国有企业），或 (ii) 第 J-02(3)(a)条（垄断和国有企业）项下的义务，其中垄断的行为与智利在第I节项下的义务不一致，无论是在本节项下的仲裁中，还是在智利法院或行政法庭的诉讼中；以及 (b) 在智利的企业作为法人，且加拿大投资者直接或间接拥有或控制该企业，并在智利法院或行政法庭的诉讼中声称智利违反了 (i) 第I节或第J-03(2)条（国有企业），或 (ii) 第 J-02(3)(a)条（垄断和国有企业）项下的义务，其中垄断的行为与智利在第I节项下的义务不一致时，该投资者不得在本节项下的仲裁中声称违约。
2. 为进一步明确，如果加拿大投资者或加拿大投资者直接或间接拥有或控制的智利法人企业向智利法院或行政法庭提出第1段(a)或(b)所述的指控，则智利法院或行政法庭的选择应为最终决定，该投资者或企业不得此后根据本节规定提起仲裁程序中的违约指控。

Annex G-38.2

Service of Documents on a Party Under Section II

Canada

The place for delivery of notice and other documents under this Section for Canada is:

Office of the Deputy Attorney General of Canada
Justice Building
239 Wellington Street
Ottawa, Ontario
K1A 0H8

This information shall be published in the Canada Gazette.

Chile

The place for delivery of notice and other documents under this Section for Chile is:

Dirección de Asuntos Jurídicos del Ministerio de Relaciones
Exteriores de la República de Chile
Morandé 441
Santiago, Chile

Annex G-38.4

Publication of an Award

Canada

Where Canada is the disputing Party, either Canada or a disputing investor that is a party to the arbitration may make an award public.

Chile

Where Chile is the disputing Party, either Chile or a disputing investor that is a party to arbitration may make an award public.

Annex G-39.2

Exclusions from Dispute Settlement

Canada

A decision by Canada following a review under the Investment Canada Act, with respect to whether or not to permit an acquisition that is subject to review, shall not be subject to the dispute settlement provisions of Section II or of Chapter N (Institutional Arrangements and Dispute Settlement Procedures).

附件G-38.2

根据第二部分向一方送达文件

加拿大

根据本节向加拿大送达通知和其他文件的地方 i s:

加拿大副检察长办公室 司法大楼 惠灵顿街
239号 渥太华 安大略省 K1A 0H8

此信息将在《加拿大公报》中公布。

智利

智利在本节项下送达通知和其他文件的地点是:

智利共和国外交部法律事务处 莫兰德441号 圣地亚哥,
智利

附件G-38.4

奖项的公布

加拿大

当加拿大是争议方时，加拿大或作为仲裁一方参与仲裁的争议投资者可以公开裁决。

智利

当智利是争议方时，智利或作为仲裁一方参与仲裁的争议投资者可以公开裁决。

附件G-39.2

争议解决排除

加拿大

根据《加拿大投资法案》进行的审查后，加拿大作出的关于是否许可被审查的收购的决定，不应受第II节或第N章（机构安排和争端解决程序）的争议解决条款的约束。

CHAPTER H: CROSS-BORDER TRADE IN SERVICES

Article H-01:

Scope and Coverage

1. This Chapter applies to measures adopted or maintained by a Party relating to crossborder trade in services by service providers of the other Party, including measures respecting:
- (a) the production, distribution, marketing, sale and delivery of a service;
 - (b) the purchase or use of, or payment for, a service;
 - (c) the access to and use of distribution and transportation systems in connection with the provision of a service;
 - (d) the presence in its territory of a service provider of the other Party; and
 - (e) the provision of a bond or other form of financial security as a condition for the provision of a service.
2. This Chapter does not apply to:
- (a) cross-border trade in financial services;
 - (b) air services, including domestic and international air transportation services, whether scheduled or non-scheduled, and related services in support of air services, other than
 - (i) aircraft repair and maintenance services during which an aircraft is withdrawn from service, and
 - (ii) specialty air services;
 - (c) procurement by a Party or a state enterprise; or
 - (d) subsidies or grants provided by a Party or a state enterprise, including government-supported loans, guarantees and insurance.
3. Nothing in this Chapter shall be construed to:
- (a) impose any obligation on a Party with respect to a national of the other Party seeking access to its employment market, or employed on a permanent basis in its territory, or to confer any right on that national with respect to that access or employment; or
 - (b) prevent a Party from providing a service or performing a function such as law enforcement, correctional services, income security or insurance, social security or insurance, social welfare, public education, public training, health, and child care, in a manner that is not inconsistent with this Chapter.

章节H：跨境服务贸易

第H-01条：

范围和覆盖范围

1. 本章适用于一方为另一方服务提供者采取或维持的与跨境服务贸易相关的措施，包括尊重以下方面的措施：
- (a) 服务的生产、分销、营销、销售和交付；(b) 购买或使用服务，或支付服务费用；(c) 与提供服务相关的分销和运输系统的接入和使用；(d) 另一方服务提供者在其领土内的存在；以及(e) 作为提供服务条件的保证金或其他形式的金融担保。
2. 本章不适用于：
- (a) 跨境金融服务贸易；(b) 航空服务，包括国内和国际航空运输服务，不论是否定期，以及与航空服务相关的支持服务，但（i）不包括飞机在停运期间的维修和保养服务，以及（ii）不包括特种航空服务；(c) 一方或国有企业的采购；或（d）一方或国有企业提供的补贴或津贴，包括政府支持贷款、担保和保险。
3. 本章任何内容均不得解释为：
- (a) 对一方就寻求访问其就业市场或在其领土上永久性就业的另一方国民，强加任何义务，或就其访问或就业授予该国民任何权利；或 (b) 阻止一方以与本章不一致的方式提供法律服务或履行职能，例如执法、矫正服务、收入保障或保险、社会保障或保险、社会福利、公共教育、公共培训、健康和儿童保育。

Article H-02:

National Treatment

1. Each Party shall accord to service providers of the other Party treatment no less favourable than that it accords, in like circumstances, to its own service providers.
2. The treatment accorded by a Party under paragraph 1 means, with respect to a province, treatment no less favourable than the most favourable treatment accorded, in like circumstances, by that province to service providers of the Party of which it forms a part.

Article H-03:

Most-Favoured-Nation Treatment

Each Party shall accord to service providers of the other Party treatment no less favourable than that it accords, in like circumstances, to service providers of any non-Party.

Article H-04:

Standard of Treatment

Each Party shall accord to service providers of the other Party the better of the treatment required by Articles H-02 and H-03.

Article H-05:

Local Presence

Neither Party may require a service provider of the other Party to establish or maintain a representative office or any form of enterprise, or to be resident, in its territory as a condition for the cross-border provision of a service.

Article H-06:

Reservations

1. Articles H-02, H-03 and H-05 do not apply to:
- (a) any existing non-conforming measure that is maintained by

(i) a Party at the national or provincial level, as set out in its Schedule to Annex I, or

(ii) a local government;

(b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or

章节H-02:

国民待遇

1. 每一方应给予另一方的服务提供者不低于其给予本国服务提供者的待遇，在类似情况下。
2. 第1段所述的一方给予的待遇是指，关于一个省，该省给予其所属一方服务提供者的最优惠待遇不低于该省在类似情况下给予任何其他一方服务提供者的待遇。

H-03条款:

最惠国待遇

每一方应根据类似情况，给予另一方的服务提供者不低于其给予任何非一方的服务提供者的待遇。

文章H-04:

待遇标准

每一方应根据另一方的服务提供者，给予较优的H-02和H-03条款规定的待遇。

文章H-05:

本地存在

任何一方不得要求另一方服务提供者设立或维持代表处或任何形式的企业，或在其领土内作为跨境提供服务的条件而居住。

H-06条款:

保留

1. H-02、H-03和H-05条款不适用于：
- (a) 任何由 (i) 一方在国家或省级层面维持的、如其在附件I的附录中所述的现有不符措施，或 (ii) 地方政府；(b) 任何在子句 (a) 中提及的不符措施的延续或及时更新；或

- (c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Articles H-02, H-03 and H-05.
- 2. Articles H-02, H-03 and H-05 do not apply to any measure that a Party adopts or maintains with respect to sectors, subsectors or activities, as set out in its Schedule to Annex II.

Article H-07:

Quantitative Restrictions

- 1. Each Party shall set out in its Schedule to Annex IV any quantitative restriction that it maintains at the national or provincial level.
- 2. Each Party shall notify the other Party of any quantitative restriction that it adopts, other than at the local government level, after the date of entry into force of this Agreement and shall set out the restriction in its Schedule to Annex IV.
- 3. The Parties shall periodically, but in any event at least every two years endeavour to negotiate the liberalization or removal of the quantitative restrictions set out in Annex IV pursuant to paragraphs 1 and 2.

Article H-08:

Liberalization of Non-Discriminatory Measures

Each Party shall set out in its Schedule to Annex V its commitments to liberalize quantitative restrictions, licensing requirements, performance requirements or other non-discriminatory measures.

Article H-09:

Procedures

The Commission shall establish procedures for:

- (a) a Party to notify and include in its relevant Schedule
 - (i) quantitative restrictions in accordance with Article H-07(2),
 - (ii) commitments pursuant to Article H-08, and
 - (iii) amendments of measures referred to in Article H-06(1)(c); and
- (b) consultations on reservations, quantitative restrictions or commitments with a view to further liberalization.

- (c) 对任何在子句 (a) 中提及的不符措施进行的修订，在修订不降低该措施在修订前与文章H-02、H-03和H-05的符合性的范围内。

- 2. H-02、H-03和H-05条款不适用于任何一方针对附件II中规定的部门、子部门或活动所采取或维持的措施。

H-07条款:

数量限制

- 1. 每一方应在附件IV的清单中列明其在国家或省级层面维持的任何数量限制。
- 2. 每一方应在本协定生效日期后，就其除地方政府层面外所采取的任何数量限制，通知另一方，并在附件IV的清单中列明该限制。
- 3. 各缔约方应定期，但无论如何至少每两年努力就附件IV中规定的数量限制进行谈判，以放宽或取消这些限制，并依据第1段和第2段的规定进行。

文章H-08:

非歧视性措施的放宽

每一方应在其附件V的清单中列明其放宽数量限制、许可要求、绩效要求或其他非歧视性措施承诺。

文章H-09:

程序

委员会应设立以下程序:

- (a) 一方通知并列入其相关清单: (i) 根据H-07(2)条的数量限制, (ii) 根据H-08条作出的承诺, 以及 (iii) 根据H-06(1)(c)条所指措施的修订; 以及 (b) 与一方就保留、数量限制或承诺进行磋商
- 进一步自由化的观点。

Article H-10:

Licensing and Certification

1. With a view to ensuring that any measure adopted or maintained by a Party relating to the licensing or certification of nationals of the other Party does not constitute an unnecessary barrier to trade, each Party shall endeavor to ensure that any such measure:
- (a) is based on objective and transparent criteria, such as competence and the ability to provide a service;
 - (b) is not more burdensome than necessary to ensure the quality of a service; and
 - (c) does not constitute a disguised restriction on the cross-border provision of a service.
2. Where a Party recognizes, unilaterally or by agreement, education, experience, licences or certifications obtained in the territory of a non-Party:
- (a) nothing in Article H-03 shall be construed to require the Party to accord such recognition to education, experience, licences or certifications obtained in the territory of the other Party; and
 - (b) the Party shall afford the other Party an adequate opportunity to demonstrate that education, experience, licences or certifications obtained in the other Party's territory should also be recognized or to conclude an agreement or arrangement of comparable effect.
3. Each Party shall, within two years of the date of entry into force of this Agreement, eliminate any citizenship or permanent residency requirement set out in its Schedule to Annex I that it maintains for the licensing or certification of professional service providers of the other Party. Where a Party does not comply with this obligation with respect to a particular sector, the other Party may, in the same sector and for such period as the non-complying Party maintains its requirement, solely have recourse to maintaining an equivalent requirement set out in its Schedule to Annex I or reinstating:
- (a) any such requirement at the national level that it eliminated pursuant to this Article; or
 - (b) on notification to the non-complying Party, any such requirement at the provincial level existing on the date of entry into force of this Agreement.
4. The Parties shall consult periodically with a view to determining the feasibility of removing any remaining citizenship or permanent residency requirement for the licensing or certification of each other's service providers.
5. Annex H-10.5 applies to measures adopted or maintained by a Party relating to the licensing or certification of professional service providers.

H-10条:

许可和认证

1. 为了确保任何一方为其他方国民的许可或认证所采取或维持的措施不构成不必要的贸易壁垒，每一方应努力确保任何此类措施：
- (a) 基于客观透明的标准，如能力和服务提供能力； (b) 不比确保服务质量所必需的负担更重； 以及 (c) 不构成对跨境提供服务的隐蔽限制。
2. 当一方单方面或通过协议承认非一方领土内获得的教育、经验、许可证或认证时：
- (a) 第H-03条中的任何内容均不得解释为要求一方必须承认在另一方领土内获得的教育、经验、许可证或认证； 以及 (b) 一方应给予另一方充分的机会，证明在另一方领土内获得的教育、经验、许可证或认证也应得到承认，或达成具有可比效果的协议或安排。
3. 每一方应当在本协定生效之日起两年内，消除其附件I附录中规定的、针对另一方专业服务提供者的许可或认证所维持的任何国籍或永久居留权要求。如果一方未能就特定行业履行此项义务，另一方可以在该行业以及非遵守方维持其要求期间，仅诉诸维持其附件I附录中规定的同等要求或恢复：
- (a) 根据本条消除的任何此类国家层面的要求； 或 (b) 在通知非遵守方后，本协定生效之日存在的任何此类省级要求。
4. 各方应定期磋商，以确定消除彼此服务提供者的许可或认证的任何剩余国籍或永久居留权要求的可行性。
5. 附件 H-10.5 适用于一方采取或维持的与专业服务提供者的许可或认证相关的措施。

Article H-11:

Denial of Benefits

1. A Party may deny the benefits of this Chapter to a service provider of the other Party where the Party establishes that:

(a) the service is being provided by an enterprise owned or controlled by nationals of a non- Party, and the denying Party 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

(b) the cross-border provision of a transportation service covered by this Chapter is provided using equipment not registered by a Party.
2. Subject to prior notification and consultation in accordance with Articles L-03 (Notification and Provision of Information) and N-06 (Consultations), a Party may deny the benefits of this Chapter to a service provider of the other Party where the Party establishes that the service is being provided by an enterprise that is owned or controlled by persons of a non-Party and that has no substantial business activities in the territory of the other Party.

Article H-12:

Definitions

1. For purposes of this Chapter, a reference to a national or provincial government includes any non-governmental body in the exercise of any regulatory, administrative or other governmental authority delegated to it by that government.
2. For purposes of this Chapter:

cross-border provision of a service or cross-border trade in services means the provision of a service:

(a) from the territory of a Party into the territory of the other Party;

(b) in the territory of a Party by a person of that Party to a person of the other Party; or

(c) by a national of a Party in the territory of the other Party,

but does not include the provision of a service in the territory of a Party by an investment, as defined in Article G-40 (Investment - Definitions), in that territory;

enterprise means an "enterprise" as defined in Article B-01 (Definitions of General Application), and a branch of an enterprise;

enterprise of a Party means an enterprise constituted or organized under the law of a Party, and a branch located in the territory of a Party and carrying out business activities there;

H-11 条款:

拒绝优惠

1. 一方可以拒绝给予另一方服务提供者本章的优惠，如果该方认定：

(a) 该服务由一家由国家非一方国民拥有或控制的企业提供，并且拒绝方采取或维持针对非一方的措施，禁止与该企业进行交易；或该企业若获得本章的优惠，这些措施将被违反或规避；或 (b) 根据本章提供的跨境运输服务使用未由一方注册的设
备。
2. 依据第L-03条（通知和信息提供）和N-06条（磋商）的规定进行事先通知和磋商后，一方可以拒绝给予另一方服务提供者本章的优惠，如果该方认定该服务由一家由国家非一方国民拥有或控制的企业提供，且该企业在另一方的领土内没有实质性的业务活动。

第H-12条:

定义

1. 就本章而言，提及国家或省政府应包括任何受该政府委托行使监管、行政或其他政府权力的非政府机构。
2. 就本章而言：

跨境提供服务或跨境服务贸易是指提供服务：

(a) 从一方领土到另一方领土；(b) 在一方领土内由该方人员向另一方人员提供服务；或(c) 由一方国民在另一方领土内提供服务，

但不包括根据G-40条（投资 - 定义）定义的投资在一方领土内提供的服务；

企业是指根据B-01条（通用定义）定义的“企业”，以及企业的分支机构；

一方企业是指根据一方法律成立或组织的企业，以及位于一方领土并在那里开展业务活动的分支机构；

existing means in effect on January 1, 1994 for Canada and December 29, 1995 for Chile;

financial service means a service of a financial nature, including insurance, and services incidental or auxiliary to a service of a financial nature;

professional services means services, the provision of which requires specialized post-secondary education, or equivalent training or experience, and for which the right to practice is granted or restricted by a Party, but does not include services provided by trades-persons or vessel and aircraft crew members;

quantitative restriction means a non-discriminatory measure that imposes limitations on:

- (a) the number of service providers, whether in the form of a quota, a monopoly or an economic needs test, or by any other quantitative means; or
- (b) the operations of any service provider, whether in the form of a quota or an economic needs test, or by any other quantitative means;

service provider of a Party means a person of a Party that seeks to provide or provides a service; and

specialty air services means aerial mapping, aerial surveying, aerial photography, forest fire management, fire fighting, aerial advertising, glider towing, parachute jumping, aerial construction, heli-logging, aerial sightseeing, flight training, aerial inspection and surveillance, and aerial spraying services.

Annex H-10.5:

Professional Services

Section I: General Provisions

Processing of Applications for Licences and Certifications

- Each Party shall ensure that its competent authorities, within a reasonable time after the submission by a national of the other Party of an application for a licence or certification:
 - (a) where the application is complete, make a determination on the application and inform the applicant of that determination; or
 - (b) where the application is not complete, inform the applicant without undue delay of the status of the application and the additional information that is required under the Party's law.

现有是指1994年1月1日对加拿大有效， 1995年12月29日对智利有效；

金融服务是指具有金融性质的服务，包括保险， 以及与金融性质服务相关或辅助的服务；

专业服务是指提供需要高等教育后专业培训或同等培训或经验的服务， 并且其从业权由一方授予或限制， 但不包括由技工或船舶和飞机机组人员提供的服务；

数量限制是指非歧视性措施， 对以下方面施加限制：

- (a) 服务提供者的数量， 无论以配额、垄断或经济需求测试的形式， 或以任何其他数量方式； 或
- (b) 任何服务提供者的运营， 无论以配额或经济需求测试的形式， 或以任何其他数量方式；

一方服务提供者是指一方寻求提供或提供服务的人员； 和

特种航空服务是指航空测绘、航空测量、航空摄影、森林火灾管理、灭火、空中广告、滑翔机牵引、跳伞、空中建筑、直升机伐木、空中观光、飞行培训、航空检查和监视以及空中喷洒服务。

附件H-10.5:

专业服务

第I节： 总则

许可证和认证申请的处理

- 每一方应确保其主管当局在另一方国民提交许可证或认证申请后合理时间内：
 - (a)如果申请材料齐全， 作出关于申请的决定并通知申请人该决定； 或者
 - (b)如果申请材料不齐全， 未迟延地通知申请人申请的状态以及根据当事人法律要求提供的补充信息。

Development of Professional Standards

2. The Parties shall encourage the relevant bodies in their respective territories to develop mutually acceptable standards and criteria for licensing and certification of professional service providers and to provide recommendations on mutual recognition to the Commission.
3. The standards and criteria referred to in paragraph 2 may be developed with regard to the following matters:
- (a) education - accreditation of schools or academic programs;
 - (b) examinations - qualifying examinations for licensing, including alternative methods of assessment such as oral examinations and interviews;
 - (c) experience - length and nature of experience required for licensing;
 - (d) conduct and ethics - standards of professional conduct and the nature of disciplinary action for non-conformity with those standards;
 - (e) professional development and re-certification - continuing education and ongoing requirements to maintain professional certification;
 - (f) scope of practice - extent of, or limitations on, permissible activities;
 - (g) local knowledge - requirements for knowledge of such matters as local laws, regulations, language, geography or climate; and
 - (h) consumer protection - alternatives to residency requirements, including bonding, professional liability insurance and client restitution funds, to provide for the protection of consumers.
4. On receipt of a recommendation referred to in paragraph 2, the Commission shall review the recommendation within a reasonable time to determine whether it is consistent with this Agreement. Based on the Commission's review, each Party shall encourage its respective competent authorities, where appropriate, to implement the recommendation within a mutually agreed time.

Temporary Licensing

5. Where the Parties agree, each Party shall encourage the relevant bodies in its territory to develop procedures for the temporary licensing of professional service providers of the other Party.

Review

6. The Commission shall periodically, and at least once every three years, review the implementation of this Section.

专业标准的发展

2. 缔约方应鼓励各自领土内的相关机构制定相互可接受的标准和准则，以对专业服务提供者进行许可和认证，并向委员会提供关于相互承认的建议。
3. 第2段中提到的标准和准则可以针对以下事项进行制定：
- (a) 教育 - 学校或学术项目的认证；(b) 考试 - 许可的资格考试，包括替代评估方法，如口试和面试；(c) 经验 - 许可所需的经验长度和性质；(d) 行为和道德 - 专业行为标准以及不符合这些标准时的纪律处分性质；(e) 专业发展和重新认证 - 继续教育和维持专业认证的持续要求；(f) 执业范围 - 允许活动的范围或限制；(g) 地方知识 - 对地方法律、法规、语言、地理或气候等事项的知识要求；以及 (h) 消费者保护 - 居住要求替代方案，包括担保、专业责任保险和客户赔偿基金，以提供消费者保护。
4. 收到第2段中提到的建议后，委员会应在合理的时间内审查该建议，以确定其是否符合本协议。根据委员会的审查结果，每一方应在其各自的主管当局认为适当的情况下，鼓励其在协商的时间内实施该建议。

临时许可

5. 如果缔约方同意，每一方应鼓励其领土内的相关机构制定针对另一方专业服务提供者的临时许可程序。

审查

6. 委员会应定期审查本节的实施情况，至少每三年审查一次。

Section II: Foreign Legal Consultants

1. Each Party shall, in implementing its obligations and commitments regarding foreign legal consultants as set out in its relevant Schedules and subject to any reservations therein, ensure that a national of the other Party is permitted to practice or advise on the law of any country in which that national is authorized to practice as a lawyer.

Consultations With Professional Bodies

2. Each Party shall consult with its relevant professional bodies to obtain their recommendations on:

- (a) the form of association or partnership between lawyers authorized to practice in its territory and foreign legal consultants;
- (b) the development of standards and criteria for the authorization of foreign legal consultants in conformity with Article H-10; and
- (c) other matters relating to the provision of foreign legal consultancy services.

3. Prior to initiation of consultations under paragraph 7, each Party shall encourage its relevant professional bodies to consult with the relevant professional bodies designated by the other Party regarding the development of joint recommendations on the matters referred to in paragraph 2.

Future Liberalization

4. Each Party shall establish a work program to develop common procedures throughout its territory for the authorization of foreign legal consultants.

5. Each Party shall promptly review any recommendation referred to in paragraphs 2 and 3 to ensure its consistency with this Agreement. If the recommendation is consistent with this Agreement, each Party shall encourage its competent authorities to implement the recommendation within one year.

6. Each Party shall report to the Commission within one year of the date of entry into force of this Agreement, and each year thereafter, on its progress in implementing the work program referred to in paragraph 4.

7. The Parties shall meet within one year of the date of entry into force of this Agreement with a view to:

- (a) assessing the implementation of paragraphs 2 through 5;
- (b) amending or removing, where appropriate, reservations on foreign legal consultancy services; and
- (c) assessing further work that may be appropriate regarding foreign legal consultancy services.

第二部分：外国法律顾问

1. 每一方在实施其相关附表中所列关于外国法律顾问的义务和承诺时，应确保另一方的国民被许可在任何该国民被授权作为律师执业的国家进行法律实践或提供法律咨询，但前提是附表中的任何保留条款不在此限。

与专业机构的磋商

第2段 每一方应就以下事项与其相关专业机构磋商，以获得其建议：

- (a) 在其领土内获授权执业的律师与外国法律顾问之间的联合或合伙形式；(b) 为符合H-10条授权外国法律顾问制定标准和准则；以及(c) 与提供外国法律咨询服务相关的事项。

第7段 在启动磋商之前，每一方应鼓励其相关专业机构就第2段所述事项与另一方指定的相关专业机构磋商，以制定联合建议。

未来自由化

4. 每一方应设立一个工作计划，在其领土内制定外国法律顾问授权的通用程序。

5. 每一方应及时审查第2段和第3段中提到的任何建议，以确保其与本协定的一致性。如果建议与本协定一致，每一方应鼓励其主管当局在一年内实施该建议。

6. 每一方应在本协定生效之日起一年内，并在之后每年，向委员会报告其实施第4段所述工作计划的进展情况。

7. 各方应在本协定生效之日起一年内会晤，旨在：

- (a) 评估第2段至第5段的实施情况；(b) 在适当的情况下修改或删除对外国法律咨询服务方面的保留；以及(c) 评估关于外国法律咨询服务可能适当的进一步工作。

Section III: Temporary Licensing of Engineers

1. The Parties shall meet within one year of the date of entry into force of this Agreement to establish a work program to be undertaken by each Party, in conjunction with its relevant professional bodies, to provide for the temporary licensing in its territory of nationals of the other Party who are licenced as engineers in the territory of the other Party.
2. To this end, each Party shall consult with its relevant professional bodies to obtain their recommendations on:

(a) the development of procedures for the temporary licensing of such engineers to permit them to practice their engineering specialties in each jurisdiction in its territory;

(b) the development of model procedures for adoption by the competent authorities throughout its territory to facilitate the temporary licensing of such engineers;

(c) the engineering specialties to which priority should be given in developing temporary licensing procedures; and

(d) other matters relating to the temporary licensing of engineers identified by the Party in such consultations.
3. Each Party shall request its relevant professional bodies to make recommendations on the matters referred to in paragraph 2 within two years of the date of entry into force of this Agreement.
4. Each Party shall encourage its relevant professional bodies to meet at the earliest opportunity with the relevant professional bodies of the other Party with a view to cooperating in the development of joint recommendations on the matters referred to in paragraph 2 within two years of the date of entry into force of this Agreement. Each Party shall request an annual report from its relevant professional bodies on the progress achieved in developing those recommendations.
5. The Parties shall promptly review any recommendation referred to in paragraph 3 or 4 to ensure its consistency with this Agreement. If the recommendation is consistent with this Agreement, each Party shall encourage its competent authorities to implement the recommendation within one year.
6. The Commission shall review the implementation of this Section within two years of the date of entry into force of this Section.

CHAPTER I: TELECOMMUNICATIONS

Article I-01:

Scope and Coverage

1. This Chapter applies to:

(a) measures adopted or maintained by a Party relating to access to and use of public

第三部分：工程师临时许可

1. 缔约方应在本协定生效之日起一年内会晤，设立一项工作计划，由每一方与其相关专业机构合作开展，以便在其领土内对另一方领土内注册为工程师的另一方国民发放临时许可证。
2. 为此，每一方应与其相关专业机构磋商，以获取其关于以下事项的建议：

(a) 制定临时许可此类工程师的程序，以允许他们在其领土内的每一管辖权下从事其工程专业；(b) 制定示范程序，供其领土内的主管当局采用，以促进此类工程师的临时许可；(c) 应优先考虑哪些工程专业在制定临时许可程序时应予以考虑；以及(d) 由一方在磋商中确定的与工程师临时许可有关的其他事项。
3. 每一方应在本协定生效之日起两年内，请求其相关专业机构就第2段所述事项提出建议。
4. 每一方应鼓励其相关专业机构尽早与另一方相关专业机构会晤，以合作制定本协定生效之日起两年内就第2段所述事项提出的联合建议。每一方应请求其相关专业机构就制定该建议所取得的进展提交年度报告。
5. 缔约方应当及时审查第 3 段或第 4 段中提到的建议，以确保其与本协议的一致性。如果该建议与本协议一致，每一方应当鼓励其主管当局在一年内实施该建议。
6. 委员会应当在本章节生效之日起两年内审查本章节的实施情况。

第一章：电信

第一条-01：

范围和覆盖范围

1. 本章适用于：

(a) 一方采取或维持的与访问和使用公共电信传输网络或服务相关的措施

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telecommunications transport networks or services by persons of the other Party, including access and use by such persons operating private networks;

- (b) measures adopted or maintained by a Party relating to the provision of enhanced or valueadded services by persons of the other Party in the territory, or across the borders, of a Party; and
- (c) standards-related measures relating to attachment of terminal or other equipment to public telecommunications transport networks.

2. Except to ensure that persons operating broadcast stations and cable systems have continued access to and use of public telecommunications transport networks and services, this Chapter does not apply to any measure adopted or maintained by a Party relating to broadcast or cable distribution of radio or television programming.

3. Nothing in this Chapter shall be construed to:

- (a) require a Party to authorize a person of the other Party to establish, construct, acquire, lease, operate or provide telecommunications transport networks or telecommunications transport services;
- (b) require a Party, or require a Party to compel any person, to establish, construct, acquire, lease, operate or provide telecommunications transport networks or telecommunications transport services not offered to the public generally;
- (c) prevent a Party from prohibiting persons operating private networks from using their networks to provide public telecommunications transport networks or services to third persons; or
- (d) require a Party to compel any person engaged in the broadcast or cable distribution of radio or television programming to make available its cable or broadcast facilities as a public telecommunications transport network.

Article I-02:

Access to and Use of Public Telecommunications Transport Networks and Services

1. Each Party shall ensure that persons of the other Party have access to and use of any public telecommunications transport network or service, including private leased circuits, offered in its territory or across its borders for the conduct of their business, on reasonable and non-discriminatory terms and conditions, including as set out in paragraphs 2 through 8.

2. Subject to paragraphs 6 and 7, each Party shall ensure that such persons are permitted to:

- (a) purchase or lease, and attach terminal or other equipment that interfaces with the public telecommunications transport network;
- (b) interconnect private leased or owned circuits with public telecommunications transport networks in the territory, or across the borders, of that Party, including for use in providing dialup access to and from their customers or users, or with

电信传输网络或服务由另一方当事人提供，包括由此类当事人运营专用网络时的访问和使用；(b) 一方采取或维持的措施，与另一方当事人在一方领土内或跨越一方边境提供增强型或增值服务相关；以及(c) 与终端或其他设备连接到公共电信传输网络相关的与标准相关的措施

2. 除确保广播电台和有线电视系统运营商能够持续访问和使用公共电信传输网络和服务外，本章不适用于任何一方为广播或有线分发无线电或电视节目而采取或维持的措施。

3. 本章任何内容均不得解释为：

(a) 要求一方授权另一方人员设立、建设、获取、租赁、运营或提供电信传输网络或电信传输服务；(b) 要求一方，或要求一方强制任何人员设立、建设、获取、租赁、运营或提供通常不向公众提供电信传输网络或电信传输服务；(c) 阻止一方禁止私人网络运营商使用其网络向第三方提供公共电信传输网络或服务；或(d) 要求一方强制从事无线电或电视节目广播或有线分发的任何人员将其电缆或广播设施作为公共电信传输网络提供。第I-02条：对公共电信传输网络和服务的访问和使用

1. 每一方应确保另一方当事人能够访问和使用其领土内或跨境提供的任何公共电信传输网络或服务，包括私人租用电路，以进行其业务活动，并在合理和非歧视性的条款和条件下使用，包括第2段至第8段中规定的内容。

2. 在第6段和第7段的规定下，每一方应确保此类当事人被许可：(a) 购买或租赁，并连接与.....接口的终端或其他设备

公共电信传输网络；(b) 在该一方领土内或跨越其边境，将私有的租用或拥有的电路与公共电信传输网络互连，包括用于向其客户或用户提供拨号访问，或与

circuits leased or owned by another person on terms and conditions mutually agreed by those persons;

- (c) perform switching, signalling and processing functions; and
- (d) use operating protocols of their choice.

3. Each Party shall ensure that:

- (a) the pricing of public telecommunications transport services reflects economic costs directly related to providing the services; and
- (b) private leased circuits are available on a flat-rate pricing basis.

Nothing in this paragraph shall be construed to prevent crosssubsidization between public telecommunications transport services.

4. Each Party shall ensure that persons of the other Party may use public telecommunications transport networks or services for the movement of information in its territory or across its borders, including for intracorporate communications, and for access to information contained in data bases or otherwise stored in machine-readable form in the territory of the other Party.

5. Further to Article O-01 (General Exceptions), nothing in this Chapter shall be construed to prevent a Party from adopting or enforcing any measure necessary to:

- (a) ensure the security and confidentiality of messages; or
- (b) protect the privacy of subscribers to public telecommunications transport networks or services.

6. Each Party shall ensure that no condition is imposed on access to and use of public telecommunications transport networks or services, other than that necessary to:

- (a) safeguard the public service responsibilities of providers of public telecommunications transport networks or services, in particular their ability to make their networks or services available to the public generally; or
- (b) protect the technical integrity of public telecommunications transport networks or services.

7. Provided that conditions for access to and use of public telecommunications transport networks or services satisfy the criteria set out in paragraph 6, such conditions may include:

- (a) a restriction on resale or shared use of such services;
- (b) a requirement to use specified technical interfaces, including interface protocols, for interconnection with such networks or services;
- (c) a restriction on interconnection of private leased or owned circuits with such networks or services or with circuits leased or owned by anotherperson, where

由另一方租用或拥有的电路，在这些人相互同意的条款和条件下；(c) 执行交换、信令和处理功能；以及(d) 使用其选择的操作协议。

3. 每一方应确保：

- (a) 公共电信传输服务的定价反映与提供服务直接相关的经济成本；以及 (b) 私人租用电路按固定费率定价基础提供。

本段中的任何内容均不得解释为禁止公共电信传输服务之间的交叉补贴。

4. 每一方应确保另一方的当事人可以使用公共电信传输网络或服务在其领土内或跨越其边境传输信息，包括用于企业内部通信，以及访问位于另一方领土内并以机器可读形式存储在数据库或其他方式中的信息。

5. 根据第O-01条（一般例外），本章节中的任何内容均不得解释为禁止一方采用或执行任何必要的措施：

- (a) 确保消息的安全性和机密性；或 (b) 保护公共电信传输网络或服务用户的隐私。

6. 每一方应确保在公共电信传输网络或服务访问和使用方面不施加任何条件，除了为以下目的所必需的条件：

- (a) 保护公共电信传输网络或服务提供者的公共服务责任，特别是他们向公众普遍提供其网络或服务的能力；或 (b) 保护公共电信传输网络或服务的技术完整性。

7. 如果公共电信传输网络或服务的访问和使用条件满足第6段规定的标准，则此类条件可以包括：

- (a) 对此类服务的转售或共享使用进行限制； (b) 要求使用指定的技术接口，包括接口协议，以便与此类网络或服务进行互联互通； (c) 对私有的租用或拥有的电路与此类网络或服务或由其他人租用或拥有的电路进行互联互通进行限制，其中

the circuits are used in the provision of public telecommunications transport networks or services; and

- (d) a licensing, permit, registration or notification procedure which, if adopted or maintained, is transparent and applications filed thereunder are processed expeditiously.

8. For purposes of this Article, "non-discriminatory" means on terms and conditions no less favorable than those accorded to any other customer or user of like public telecommunications transport networks or services in like circumstances.

Article I-03:

Conditions for the Provision of Enhanced or ValueAdded Services

- Each Party shall ensure that:
 - (a) any licensing, permit, registration or notification procedure that it adopts or maintains relating to the provision of enhanced or valueadded services is transparent and nondiscriminatory, and that applications filed thereunder are processed expeditiously; and
 - (b) information required under such procedures is limited to that necessary to demonstrate that the applicant has the financial solvency to begin providing services or to assess conformity of the applicant's terminal or other equipment with the Party's applicable standards or technical regulations.
- Neither Party may require a person providing enhanced or valueadded services to:
 - (a) provide those services to the public generally;
 - (b) cost justify its rates;
 - (c) file a tariff;
 - (d) interconnect its networks with any particular customer or network; or
 - (e) conform with any particular standard or technical regulation for interconnection other than for interconnection to a public telecommunications transport network.
- Notwithstanding paragraph 2(c), a Party may require the filing of a tariff by:
 - (a) such provider to remedy a practice of that provider that the Party has found in a particular case to be anticompetitive under its law; or
 - (b) a monopoly to which Article I-05 applies.

电路用于提供公共电信传输网络或服务；并且 (d) 许可、许可证、注册或通知程序，如果采用或维持，是透明的，并且根据该程序提交的申请将迅速处理。

8. 根据本条款的规定，“非歧视性”是指在条款和条件下，不低于授予任何其他类似公共电信传输网络或服务的客户或用户在类似情况下的条件。

条款I-03:

增强型或增值服务提供条件

- 各方应确保：
 - (a) 任何与其维持或采用的与增强型或增值服务提供相关的许可、许可证、注册或通知程序都是透明和非歧视性的，并且根据这些程序提交的申请应迅速处理；以及
 - (b) 根据此类程序要求的信息仅限于证明申请人具有提供服务的财务偿付能力，或评估申请人的终端或其他设备是否符合该方适用标准或技术法规。
- 任何一方不得要求提供增强型或增值服务的人：
 - (a) 向公众普遍提供这些服务；(b) 进行成本证明；(c) 提交费率表；(d) 将其网络与任何特定客户或网络互连；或 (e) 遵守任何特定的互联互通标准或技术法规，但仅限于与公共电信传输网络互联互通的情况。
- 尽管有第2段(c)款的规定，一方可以要求提交费率表：
 - (a) 该提供商纠正该提供商在特定情况下根据其法律被一方认定为反竞争的行为；或 (b) 适用第 I-05 条的垄断。

Article I-04:

Standards-Related Measures

1. Further to the WTO Agreement on Technical Barriers to Trade each Party shall ensure that its standards-related measures relating to the attachment of terminal or other equipment to the public telecommunications transport networks, including those measures relating to the use of testing and measuring equipment for conformity assessment procedures, are adopted or maintained only to the extent necessary to:
- (a) prevent technical damage to public telecommunications transport networks;
 - (b) prevent technical interference with, or degradation of, public telecommunications transport services;
 - (c) prevent electromagnetic interference, and ensure compatibility, with other uses of the electromagnetic spectrum;
 - (d) prevent billing equipment malfunction; or
 - (e) ensure users' safety and access to public telecommunications transport networks or services.
2. A Party may require approval for the attachment to the public telecommunications transport network of terminal or other equipment that is not authorized, provided that the criteria for that approval are consistent with paragraph 1.
3. Each Party shall ensure that the network termination points for its public telecommunications transport networks are defined on a reasonable and transparent basis.
4. Neither Party may require separate authorization for equipment that is connected on the customer's side of authorized equipment that serves as a protective device fulfilling the criteria of paragraph 1.
5. Further to the WTO Agreement on Technical Barriers to Trade each Party shall:
- (a) ensure that its conformity assessment procedures are transparent and non-discriminatory and that applications filed thereunder are processed expeditiously;
 - (b) permit any technically qualified entity to perform the testing required under the Party's conformity assessment procedures for terminal or other equipment to be attached to the public telecommunications transport network, subject to the Party's right to review the accuracy and completeness of the test results; and
 - (c) ensure that any measure that it adopts or maintains requiring persons to be authorized to act as agents for suppliers of telecommunications equipment before the Party's relevant conformity assessment bodies is non-discriminatory.
6. No later than one year after the date of entry into force of this Agreement, each Party shall adopt, as part of its conformity assessment procedures, provisions necessary to accept the

第 I-04 条:

与标准相关的措施

1. 根据技术性贸易壁垒协定，每一方应确保其与将终端或其他设备连接到公共电信传输网络相关的标准相关措施，包括与使用测试和测量设备进行合格评定程序相关的措施，仅在为以下目的所必需的范围内制定或维持：
- (a) 防止对公共电信传输网络造成技术损害； (b) 防止对公共电信传输服务造成技术干扰或性能下降； (c) 防止电磁干扰，并确保与电磁频谱的其他用途兼容； (d) 防止计费设备故障；或 (e) 确保用户的安全以及访问公共电信传输网络或服务。
2. 一方可以要求授权未获授权的终端或其他设备连接到公共电信传输网络，前提是该授权的标准与第1段一致。
3. 每一方应确保其公共电信传输网络的网络终端点是以合理和透明的方式定义的。
4. 任何一方不得要求对连接在作为满足第1段标准的保护装置的设备服务端的客户侧的设备进行单独授权。
5. 根据技术性贸易壁垒协定，每一方应：
- (a) 确保其合格评定程序是透明的和非歧视性的，并确保根据该程序提交的申请得到迅速处理； (b) 允许任何技术合格的实体根据每一方的合格评定程序对连接到公共电信传输网络的终端或其他设备进行所需的测试，前提是该方有权审查测试结果的准确性和完整性；以及(c) 确保其采缔或维持的任何要求人员在向该方的相关合格评定机构代理供应商电信设备之前获得授权的措施是非歧视性的。
6. 不迟于本协议生效之日起一年内，每一方应当在其合格评定程序中采纳必要的条款，以接受来自另一方领土内实验室或测试设施的测试结果，这些测试是根据接受方的与标准相关的措施和程序进行的。

test results from laboratories or testing facilities in the territory of the other Party for tests performed in accordance with the accepting Party's standards-related measures and procedures.

7. The Parties hereby establish a Committee on Telecommunications Standards, comprising representatives of each Party.
8. The Committee on Telecommunications Standards shall perform the functions set out in Annex I-04.

Article I-05:

Monopolies¹

1. Where a Party maintains or designates a monopoly to provide public telecommunications transport networks or services, and the monopoly, directly or through an affiliate, competes in the provision of enhanced or valueadded services or other telecommunications-related services or telecommunications-related goods, the Party shall ensure that the monopoly does not use its monopoly position to engage in anticompetitive conduct in those markets, either directly or through its dealings with its affiliates, in such a manner as to affect adversely a person of the other Party. Such conduct may include crosssubsidization, predatory conduct and the discriminatory provision of access to public telecommunications transport networks or services.
2. To prevent such anticompetitive conduct, each Party shall adopt or maintain effective measures, such as:
- (a) accounting requirements;
 - (b) equirements for structural separation;
 - (c) rules to ensure that the monopoly accords i ts competitors access to and use of its public telecommunications transport networks or services on terms and conditions no less favourable than those it accords to itself or its affiliates; or
 - (d) rules to ensure the timely disclosure of technical changes to public telecommunications transport networks and their interfaces.

Article I-06:

Transparency

- Further to Article L-02 (Publication), each Party shall make publicly available its measures relating to access to and use of public telecommunications transport networks or services, including measures relating to:
- (a) tariffs and other terms and conditions of service;
 - (b) specifications of technical interfaces with the networks or services;
 - (c) information on bodies responsible for the preparation and adoption of standards-related measures affecting such access and use;

根据接受方与标准相关的措施和程序，在另一方领土内的实验室或测试设施进行的测试结果。

7. 各方 hereby 设立电信标准委员会，由每一方的代表组成。
8. 电信标准委员会 shall 执行附件I-04中规定的工作。

第I-05条：

垄断¹

1. 当一方维持或指定垄断以提供公共电信传输网络或服务时，如果该垄断直接或通过关联企业，在提供增强型或增值服务或其他电信相关服务或电信相关商品的市场中竞争，该方应确保该垄断不利用其垄断地位在这些市场中从事反竞争行为，无论是直接还是通过其与关联企业的交易，以对另一方的个人产生不利影响。此类行为可能包括交叉补贴、掠夺性行为以及歧视性接入公共电信传输网络或服务。
2. 为防止此类反竞争行为，每一方应采取或维持有效措施，例如：
- (a) 会计要求；(b) 结构性分离要求；(c) 规则，以确保垄断者按照不低于其自身或其关联企业所提供的条款和条件，向其竞争对手提供其公共电信传输网络或服务的访问和使用；或 (d) 规则，以确保及时披露公共电信传输网络及其接口的技术变更。

文章L-02：

透明度

- 根据文章L-02（发布），每一方应公开其与公共电信传输网络或服务的访问和使用相关的措施，包括与以下方面相关的措施：
- (a) 费率和服务其他条款和条件；(b) 与网络或服务的接口规范；(c) 关于负责制定和采纳影响此类访问和使用的标准相关措施的相关机构的信息；

- (d) conditions applying to attachment of terminal or other equipment to the networks; and
- (e) notification, permit, registration or licensing requirements.

Article I-07:

Relation to Other Chapters

In the event of any inconsistency between this Chapter and another Chapter, this Chapter shall prevail to the extent of the inconsistency.

Article I-08:

Relation to International Organizations and Agreements

The Parties recognize the importance of international standards for global compatibility and interoperability of telecommunication networks or services and undertake to promote those standards through the work of relevant international bodies, including the International Telecommunication Union and the International Organization for Standardization.

Article I-09:

Technical Cooperation and Other Consultations

1. To encourage the development of interoperable telecommunications transport services infrastructure, the Parties shall cooperate in the exchange of technical information, the development of governmentto-government training programs and other related activities. In implementing this obligation, the Parties shall give special emphasis to existing exchange programs.
2. The Parties shall consult with a view to determining the feasibility of further liberalizing trade in all telecommunications services, including public telecommunications transport networks and services.

Article I-10:

Definitions

For purposes of this Chapter:

authorized equipment means terminal or other equipment that has been approved for attachment to the public telecommunications transport network in accordance with a Party's conformity assessment procedures;

conformity assessment procedure means "conformity assessment procedure" as defined in the WTO Agreement on Technical Barriers to Trade and includes the procedures referred to in Annex I-10;

enhanced or valueadded services means those telecommunications services employing computer processing applications that:

(d) 终端或其他设备连接到网络的适用条件；以及 (e) 通知、许可证、注册或许可要求。

第I-07条：

与其他章节的关系

如果本章节与另一章节之间存在任何不一致，本章节应在不一致范围内优先适用。

第I-08条：

与国际组织和协议的关系

缔约方承认国际标准对于电信网络或服务的全球兼容性和互操作性的重要性，并通过相关国际机构的工作，包括国际电信联盟和国际标准化组织，促进这些标准。

第I-09条：

技术合作与其他磋商

1. 为了鼓励互操作电信传输服务基础设施的发展，缔约方应当合作交换技术信息、开发政府间培训计划和其他相关活动。在履行此项义务时，缔约方应当特别重视现有交换计划。
2. 缔约方应当磋商， 以确定进一步放宽公共电信传输网络和服务贸易的可行性。

第I-10条：

定义

本章的目的：

授权设备是指根据一方合格评定程序经批准可连接至公共电信传输网络的终端或其他设备；

合格评定程序是指《技术性贸易壁垒协定》中定义的“合格评定程序”，并包括附件 I-10中提到的程序；

增强型或增值服务是指那些采用计算机处理应用的电信服务， 这些服务：

- (a) act on the format, content, code, protocol or similar aspects of a customer's transmitted information;
- (b) provide a customer with additional, different or restructured information; or
- (c) involve customer interaction with stored information;

flat-rate pricing basis means pricing on the basis of a fixed charge per period of time regardless of the amount of use;

intracorporate communications means telecommunications through which an enterprise communicates:

- (a) internally or with or among its subsidiaries, branches or affiliates, as defined by each Party; or
- (b) on a noncommercial basis with other persons that are fundamental to the economic activity of the enterprise and that have a continuing contractual relationship with it, but does not include telecommunications services provided to persons other than those described herein;

network termination point means the final demarcation of the public telecommunications transport network at the customer's premises;

private network means a telecommunications transport network that is used exclusively for intracorporate communications;

protocol means a set of rules and formats that govern the exchange of information between two peer entities for purposes of transferring signaling or data information;

public telecommunications transport network means public telecommunications infrastructure that permits telecommunications between defined network termination points;

public telecommunications transport networks or services means public telecommunications transport networks or public telecommunications transport services;

public telecommunications transport service means any telecommunications transport service required by a Party, explicitly or in effect, to be offered to the public generally, including telegraph, telephone, telex and data transmission, that typically involves the real-time transmission of customer-supplied information between two or more points without any end-to end change in the form or content of the customer's information;

standard means a document, approved by a recognized body, that provides, for common and repeated use, rules, guidelines or characteristics for goods or related processes and production methods, or for services or related operating methods, with which compliance is not mandatory. It may also include or deal exclusively with terminology, symbols,

(a) 对客户传输信息的格式、内容、代码、协议或类似方面进行操作；(b) 为客户提供额外的、不同或重组的信息；或(c) 涉及客户与存储信息交互；

固定费率定价基础是指以每个时间段固定费用为基础的定价，无论使用量多少；

企业内部通信是指企业通过以下电信方式进行的通信：

(a) 内部或与其子公司、分支机构或关联企业之间；或 (b) 以非商业为基础与其他对企业的经济活动至关重要且与其有持续合同关系的人，但不包括提供给本条款所述以外的人的电信服务；

网络终端点是指公共电信传输网络在客户场所的最终界点；

专用网络是指专门用于企业内部通信的电信传输网络；

协议是指用于在两个对等实体之间交换信息的一套规则和格式，目的是传输信号传输或数据信息；

公共电信传输网络是指允许在定义的网络终端点之间进行电信的公共电信基础设施；

公共电信传输网络或服务是指公共电信传输网络或公共电信传输服务；

公共电信传输服务是指任何一方明确或实际上需要向公众提供的一种电信传输服务，包括电报、电话、电传和数据传输，通常涉及在两个或多个点之间实时传输客户提供的信息，而客户信息的形式或内容在任何端到端传输过程中均不发生任何变化；

标准是指经公认机构批准的文件，为通用和重复使用提供关于货物或相关过程和生产方法，或关于服务或相关操作方法的规则、指南或特征，遵守这些标准并非强制性的。它也可以包括或专门处理术语、符号，

packaging, marking or labelling requirements as they apply to a good, process, or production or operating method;

standards-related measure means a standard, technical regulation or conformity assessment procedure;

telecommunications means the transmission and reception of signals by any electromagnetic means;

technical regulation means a document which lays down goods' characteristics or their related processes and production methods, or services' characteristics or their related operating methods, including the applicable administrative provisions, with which compliance is mandatory. It may also include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements as they apply to a good, process, or production or operating method;

telecommunications service means a service provided by means of the transmission and reception of signals by any electromagnetic means, but does not mean the cable, broadcast or other electromagnetic distribution of radio or television programming to the public generally;

terminal equipment means any digital or analog device capable of processing, receiving, switching, signaling or transmitting signals by electromagnetic means and that is connected by radio or wire to a public telecommunications transport network at a termination point; and

WTO Agreement on Technical Barriers to Trade means the Agreement on Technical Barriers to Trade which forms part of the WTO Agreement.

Annex I-04.8

Committee on Telecommunications Standards

1. The Committee on Telecommunications Standards, established under Article I-04(7), shall comprise representatives of each Party.
2. The Committee shall, within six months of the date of entry into force of this Agreement, develop a work program, including a timetable, for making compatible to the greatest extent possible, the standards-related measures of the Parties for authorized equipment as defined in Chapter I (Telecommunications).
3. The Committee may address other appropriate standards-related matters respecting telecommunications equipment or services and such other matters as it considers appropriate.
4. The Committee shall take into account relevant work carried out by the Parties in other fora, and that of non-governmental standardizing bodies.

包装、标记或标签要求，这些要求适用于货物、过程、生产或操作方法；

与标准相关的措施是指标准、技术法规或合格评定程序；

电信是指通过任何电磁方式进行的信号传输和接收；

技术法规是指规定货物特性或其相关过程和生产方法，或服务特性或其相关操作方法，包括适用的行政管理规定，且遵守是强制性的文件。它也可以包括或专门涉及适用于货物、过程或生产或操作方法的术语、符号、包装、标记或标签要求；

电信服务是指通过任何电磁方式进行的信号传输和接收而提供的服务，但不包括向公众普遍进行的无线电或电视节目的电缆、广播或其他电磁分销；

终端设备是指任何数字或模拟设备，能够通过电磁方式处理、接收、交换、信号传输或传输信号，并且通过无线电或有线连接到公共电信传输网络上的终止点；以及

技术性贸易壁垒协定是指作为WTO协定一部分的技术性贸易壁垒协定。

附件I-04.8

电信标准委员会

1. 电信标准委员会根据第I-04(7)条设立，应由每一方的代表组成。
2. 委员会在本协定生效之日起六个月内，应制定工作计划，包括时间表，以尽可能最大程度地协调各方的授权设备（如第一章（电信）中定义）的标准相关措施。
3. 委员会可以处理与其认为适当的电信设备或服务相关的其他适当标准相关事项以及此类其他事项。
4. 委员会应当考虑缔约方在其他论坛开展的相关工作，以及非政府标准化机构的工作。

Annex I-10:

Conformity Assessment Procedures

For Canada:

Department of Industry, Standards and Interconnection Division Certification Procedures (CP-01)

Department of Industry Act, S.C. 1995, c.1

Canada Transportation Act, S.C. 1996, c. 1 0

Radiocommunication Act, R.S.C. 1985, c. R-2, as amended by S.C. 1989, c. 1 7

Telecommunications Act, S.C. 1993, c.38

For Chile:

Undersecretariat of Telecommunications, Ministry of Transport and Telecommunications ("Subsecretaría de Telecomunicaciones, Ministerio de Transportes y Telecomunicaciones")

Law 18.168, Official Gazette, October 2, 1982, General Law of Telecommunications ("Ley 18.168, Diario Oficial, octubre 2, 1982, Ley General de Telecomunicaciones")

Supreme Decree 220 of the Ministry of Transport and Telecommunications, Official Gazette, January 8, 1981, Regulation on the Homologation of Telephone Equipment (Decreto 220 de Ministerio de Transportes y Telecomunicaciones, Diario Oficial, enero 8, 1981, "Reglamento de Homologación de Aparatos Telefónicos")

CHAPTER J: COMPETITION POLICY, MONOPOLIES AND STATE ENTERPRISES

Article J-01:

Competition Law¹

- Each Party shall adopt or maintain measures to proscribe anti-competitive business conduct and take appropriate action with respect thereto, recognizing that such measures will enhance the fulfillment of the objectives of this Agreement. To this end the Parties shall consult from time to time about the effectiveness of measures undertaken by each Party.
- Each Party recognizes the importance of cooperation and coordination among their authorities to further effective competition law enforcement in the free trade area. The Parties shall cooperate on issues of competition law enforcement policy, including mutual legal assistance, notification, consultation and exchange of information relating to the enforcement of competition laws and policies in the free trade area.
- Neither Party may have recourse to dispute settlement under this Agreement for any matter arising under this Article.

附件I-10:

合格评定程序

加拿大:

工业部标准和互联司认证程序（CP-01）

工业部法案， S.C. 1995, c.1

加拿大运输法案， S.C. 1996, c. 1 0

无线电通信法案， R.S.C. 1985, c. R-2， 根据S.C. 1989, c. 17修正

电信法案， S.C. 1993, c.38

For Chile:

电信次长， 交通和电信部 ("Subsecretaría de Telecomunicaciones, Ministerio de Transportes y Telecomunicaciones")

第18.168号法律， 官方公报， 1982年10月2日， 通用电信法 ("Ley 18.168, Diario Oficial, octubre 2, 1982, Ley General de Telecomunicaciones")

交通和电信部第220号最高法令， 官方公报， 1981年1月8日， 电话设备认证条例 (Decreto 220 de Ministerio de Transportes y Telecomunicaciones, Diario Oficial, enero 8, 1981, "Reglamento de Homologación de Aparatos Telefónicos")

CHAPT ER J: 竞争政策、垄断和国有企业

Article J-01:

竞争法¹

- 每一方应当采取或维持禁止反竞争行为的措施， 并就其采取适当的行动， 认识到此类措施将有助于实现本协议的目标。为此， 各方应当不时磋商各方法所采取措施的有效性。
- 每一方承认其当局之间合作与协调对于在自由贸易区内进一步有效实施竞争法的重要性。各方应当在竞争法执法政策问题上进行合作， 包括相互法律援助、通知、磋商和信息交换， 这些都与在自由贸易区内实施竞争法律和政策有关。
- 任何一方不得就根据本协议根据本条产生的任何事项， 援引本协议下的争议解决程序。

Article J-02:

Monopolies and State Enterprises²

1. Nothing in this Agreement shall be construed to prevent a Party from designating a monopoly.
2. Where a Party intends to designate a monopoly and the designation may affect the interests of persons of the other Party, the Party shall:

(a) wherever possible, provide prior written notification to the other Party of the designation; and

(b) endeavor to introduce at the time of the designation such conditions on the operation of the monopoly as will minimize or eliminate any nullification or impairment of benefits in the sense of Annex N-04 (Nullification and Impairment).

3. Each Party shall ensure, through regulatory control, administrative supervision or the application of other measures, that any privately-owned monopoly that it designates and any government monopoly that it maintains or designates:

(a) acts in a manner that is not inconsistent with the Party's obligations under this Agreement wherever such a monopoly exercises any regulatory, administrative or other governmental authority that the Party has delegated to it in connection with the monopoly good or service, such as the power to grant import or export licences, approve commercial transactions or impose quotas, fees or other charges³;

(b) except to comply with any terms of its designation that are not inconsistent with subparagraph (c) or (d), acts solely in accordance with commercial considerations in its purchase or sale of the monopoly good or service in the relevant market, including with regard to price, quality, availability, marketability, transportation and other terms and conditions of purchase or sale⁴;

(c) provides non-discriminatory treatment to investments of investors, to goods and to service providers of the other Party in its purchase or sale of the monopoly good or service in the relevant market; and

(d) does not use its monopoly position to engage, either directly or indirectly, including through its dealings with its parent, its subsidiary or other enterprise with common ownership, in anticompetitive practices in a non-monopolized market in its territory that adversely affect an investment of an investor of the other Party, including through the discriminatory provision of the monopoly good or service, cross-subsidization or predatory conduct.

4. Paragraph 3 does not apply to procurement by governmental agencies of goods or services for governmental purposes and not with a view to commercial resale or with a view to use in the production of goods or the provision of services for commercial sale.

第J-02条:

垄断和国有企业²

1. 本协议的任何条款均不得解释为禁止一方指定垄断。

2. 当一方打算指定垄断且指定可能影响另一方当事人利益时，该方应：

(a) 尽可能提前书面通知另一方指定事宜；以及 (b) 努力在指定垄断的同时引入相关条件，以最小化或消除附件N-04（无效和损害）中所述的任何利益无效或损害。

3. 各方应通过监管控制、行政监督或采取其他措施，确保其指定的任何私营垄断及其维持或指定的任何政府垄断：

(a) 在该垄断行使任何监管、行政或其他政府权力（该垄断已将该权力委托给该一方以与垄断商品或服务相关）时，该方的行为与其在本协议项下的义务不一致，例如授予进出口许可证、批准商业交易或实施配额、费用或其他收费³；(b) 除符合与第(c)或(d)项不符的指定条款外，在相关市场购买或销售垄断商品或服务时，该方完全根据商业考虑行事，包括价格、质量、可用性、市场性、运输以及购买或销售的其他条款和条件⁴；(c) 在相关市场购买或销售垄断商品或服务时，对该一方的投资者、货物和另一方的服务提供者提供非歧视待遇；并且(d) 不得利用其垄断地位，直接或间接地，包括通过其与母公司、子公司或其他具有共同所有权的企业的交易，在领土内非垄断市场参与反竞争行为，从而对另一方的投资者造成不利影响，包括通过垄断商品或服务的歧视性提供、交叉补贴或掠夺性行为。

4. 第 3 段不适用于政府机构为政府目的采购货物或服务，且不以商业转售为目的，或不以用于商品生产或为商业销售提供服务的目的而使用。

5. For purposes of this Article "maintain" means designate prior to the date of entry into force of this Agreement and existing on that date.

Article J-03:

State Enterprises

1. Nothing in this Agreement shall be construed to prevent a Party from maintaining or establishing a state enterprise.
2. Each Party shall ensure, through regulatory control, administrative supervision or the application of other measures, that any state enterprise that it maintains or establishes acts in a manner that is not inconsistent with the Party's obligations under Chapter G (Investment) wherever such enterprise exercises any regulatory, administrative or other governmental authority that the Party has delegated to it, such as the power to expropriate, grant licences, approve commercial transactions or impose quotas, fees or other charges.
3. Each Party shall ensure that any state enterprise that it maintains or establishes accords non-discriminatory treatment in the sale of its goods or services to investments in the Party's territory of investors of the other Party.

Article J-04:

Definitions

For purposes of this Chapter:

designate means to establish, designate or authorize, or to expand the scope of a monopoly to cover an additional good or service, after the date of entry into force of this Agreement;

discriminatory provision includes treating:

- (a) a parent, a subsidiary or other enterprise with common ownership more favourably than an unaffiliated enterprise, or
- (b) one class of enterprises more favourably than another, in like circumstances;

government monopoly means a monopoly that is owned, or controlled through ownership interests, by the national government of a Party or by another such monopoly;

in accordance with commercial considerations means consistent with normal business practices of privately-held enterprises in the relevant business or industry;

market means the geographic and commercial market for a good or service;

monopoly means an entity, including a consortium or government agency, that in any relevant market in the territory of a Party is designated as the sole provider or purchaser of a good or service, but does not include an entity that has been granted an exclusive intellectual property right solely by reason of such grant;

5. 根据本条文的定义，“维持”是指在本协定生效日期之前指定，并在该日期存在的。

第J-03条：

国有企业

1. 本协议任何条款均不得解释为禁止一方维持或设立国有企业。
2. 各方应通过监管控制、行政监督或采取其他措施，确保其维持或设立的任何国有企业，在行使该方委托给该企业的任何监管、行政或其他政府权力时，例如征收、发放许可证、批准商业交易或实施配额、费用或其他收费，其行为均不与该方在第G章（投资）项下的义务相抵触。
3. 各方应确保其维持或设立的任何国有企业，在向该方领土内另一方的投资者进行的货物或服务销售中，给予非歧视待遇。

Article J-04:

定义

本章规定如下：

指定是指设立、指定或授权，或在本协定生效日期后扩大垄断范围以涵盖额外的商品或服务；

歧视性条款包括：对待：

- (a) 母公司、子公司或其他具有共同所有权的关联企业，优于非关联企业，或 (b) 在类似情况下，优于另一类企业；

政府垄断是指由一方国家政府拥有或通过所有权利益控制，或由另一家此类垄断拥有的垄断；

根据商业考虑是指与相关业务或行业中的私营企业的正常商业惯例一致；

市场是指商品或服务的地域和商业市场；

垄断是指在一方领土内的任何相关市场中，被指定为商品或服务的唯一提供者或购买者的实体，包括联合体或政府机构，但不包括仅因该授予而获得专有知识产权的实体；

non-discriminatory treatment means the better of national treatment and most-favoured-nation treatment, as set out in the relevant provisions of this Agreement; and

state enterprise means, except as set out in Annex J-04, an enterprise owned, or controlled through ownership interests, by a Party.

Annex J-04

Country-Specific Definition of State Enterprises

For purposes of Article J-03(3), with respect to Canada, "state enterprise" means a Crown corporation within the meaning of the Financial Administration Act (Canada), a Crown corporation within the meaning of any comparable provincial law or equivalent entity that is incorporated under other applicable provincial law.

CHAPTER K: TEMPORARY ENTRY FOR BUSINESS PERSONS

Article K-01:

General Principles

Further to Article A-02 (Objectives), this Chapter reflects the preferential trading relationship between the Parties, the desirability of facilitating temporary entry on a reciprocal basis and of establishing transparent criteria and procedures for temporary entry, and the need to ensure border security and to protect the domestic labour force and permanent employment in their respective territories.

Article K-02:

General Obligations

Each Party shall apply its measures relating to the provisions of this Chapter in accordance with Article K-01 and, in particular, shall apply expeditiously those measures so as to avoid unduly impairing or delaying trade in goods or services or conduct of investment activities under this Agreement.

Article K-03:

Grant of Temporary Entry

- Each Party shall grant temporary entry to business persons who are otherwise qualified for entry under applicable measures relating to public health and safety and national security, in accordance with this Chapter, including the provisions of Annex K-03 and Annex K-03.1.
- A Party may refuse to issue an immigration document authorizing employment to a business person where the temporary entry of that person might affect adversely:
 - the settlement of any labour dispute that is in progress at the place or intended place of employment; or

非歧视待遇是指根据本协议的相关规定，较优的国民待遇和最惠国待遇；和

国有企业是指，除附件J-04另有规定外，由一方拥有或通过所有权利益控制的企业。

附件J-04

国家特定定义的国有企业

根据第J-03(3)条的规定，关于加拿大，“国有企业”是指根据加拿大财政管理法定义的王室公司，或根据任何可比省级法律或等效实体定义的王室公司，该等效实体是根据其他适用省级法律组建的。

第K章：商务人士临时入境

第K-01条：

一般原则

根据第A-02条（目标），本章反映了缔约方之间的优惠贸易关系，便利互惠基础上临时入境的必要性，以及设立透明临时入境标准和程序的必要性，并确保边境安全和保护各自领土内的国内劳动力及永久就业。

第K-02条：

一般义务

每一方应根据第K-01条适用其与本章节规定相关的措施，并特别应迅速适用这些措施，以避免不当损害或延误根据本协议进行的货物或服务贸易或投资活动。

Article K-03:

临时入境的授予

- 每一方应根据本章规定，对符合公共卫生和安全及国家安全相关措施规定的商务人士授予临时入境资格，包括附件K-03和K-03.1的规定。
- 一方在商务人士的临时入境可能对就业产生不利影响时，可以拒绝签发授权就业的移民文件。
 - (a) 解决正在进行的任何劳资纠纷；或

- (b) the employment of any person who is involved in such dispute.
- 3. When a Party refuses pursuant to paragraph 2 to issue an immigration document authorizing employment, it shall:
 - (a) inform in writing the business person of the reasons for the refusal; and
 - (b) promptly notify the other Party in writing of the reasons for the refusal.
- 4. Each Party shall limit any fees for processing applications for temporary entry of business persons to the approximate cost of services rendered.

Article K-04:

Provision of Information

- 1. Further to Article L-02 (Publication), each Party shall:
 - (a) provide to the other Party such materials as will enable it to become acquainted with its measures relating to this Chapter; and
 - (b) no later than one year after the date of entry into force of this Agreement, prepare, publish and make available in its own territory, and in the territory of the other Party, explanatory material in a consolidated document regarding the requirements for temporary entry under this Chapter in such a manner as will enable business persons of the other Party to become acquainted with them.
- 2. Each Party shall collect and maintain, and make available to the other Party in accordance with its domestic law, data respecting the granting of temporary entry under this Chapter to business persons of the other Party who have been issued immigration documentation, including data specific to each occupation, profession or activity.

Article K-05:

Working Group

The Parties hereby establish a Temporary Entry Working Group, comprising representatives of each Party, including immigration officials, to consider the implementation and administration of this Chapter and any measures of mutual interest.

Article K-06:

Dispute Settlement

- 1. A Party may not initiate proceedings under Article N-07 (Commission - Good Offices, Conciliation and Mediation) regarding a refusal to grant temporary entry under this Chapter or a particular case arising under Article K-02 unless:
 - (a) the matter involves a pattern of practice; and

(b) 涉及此类纠纷的任何人员的就业。

- 3. 当一方根据第2段拒绝签发授权就业的移民文件时，应：

(a) 以书面形式通知商人拒绝的原因；以及 (b) 及时以书面形式通知另一方拒绝的原因。

- 4. 每一方应将处理商务人士临时入境申请的费用限制在所提供服务的成本范围内。

第K-04条：

信息提供

- 1. 根据《文章L-02（发布）》，每一方应：

(a) 向另一方提供相关资料，以便其熟悉其与本章节相关之措施；以及 (b) 不迟于本协定生效之日起一年内，制定、发布并在其领土及另一方领土上以综合文件形式提供有关本章节临时入境要求的说明材料，以便另一方的商务人士熟悉这些要求。

- 2. 每一方应收集并维持，并依照其国内法向另一方提供与本章节向另一方已获得移民文件的商务人士授予临时入境相关的数据，包括针对每种职业、职业或活动的具体数据。

文章K-05：

工作组

缔约方兹设立临时入境工作组，由每一方的代表组成，包括移民官员，以审议本章节的实施和管理以及任何相互感兴趣的措施。

第K-06条：

争议解决

- 1. 一方不得就根据本章拒绝授予临时入境或根据第K-02条产生的特定案件，在未满足以下条件的情况下，依据第N-07条（委员会 - 调解、调停和调解）启动程序：

(a) 该事项涉及一种惯例模式；并且

- (b) the business person has exhausted the available administrative remedies regarding the particular matter.

2. The remedies referred to in paragraph (1)(b) shall be deemed to be exhausted if a final determination in the matter has not been issued by the competent authority within one year of the institution of an administrative proceeding, and the failure to issue a determination is not attributable to delay caused by the business person.

Article K-07:

Relation to Other Chapters

Except for this Chapter, Chapters A (Objectives), B (General Definitions), N (Institutional Arrangements and Dispute Settlement Procedures) and P (Final Provisions) and Articles L-01 (Contacts Points), L-02 (Publication), L-03 (Notification and Provision of Information) and L-04 (Administrative Proceedings), no provision of this Agreement shall impose any obligation on a Party regarding its immigration measures.

Article K-08:

Definitions:

For purposes of this Chapter:

business person means a citizen of a Party who is engaged in trade in goods, the provision of services or the conduct of investment activities; and

temporary entry means entry into the territory of a Party by a business person of the other Party without the intent to establish permanent residence.

Annex K-03:

Temporary Entry for Business Persons

Section I: Business Visitors

1. Each Party shall grant temporary entry to a business person seeking to engage in a business activity set out in Appendix K-03.I.1, without requiring that person to obtain an employment authorization, provided that the business person otherwise complies with existing immigration measures applicable to temporary entry, on presentation of:

- (a) proof of citizenship of a Party;
- (b) documentation demonstrating that the business person will be so engaged and describing the purpose of entry; and
- (c) evidence demonstrating that the proposed business activity is international in scope and the business person is not seeking to enter the local labour market.

2. Each Party shall provide that a business person may satisfy the requirements of paragraph 1(c) by demonstrating that:

- (b) 该商人已经穷尽了关于该特定事项的行政救济。

2. 第（1）（b）款所述救济措施应被视为穷尽，如果主管当局在行政程序启动后一年内未就相关事项作出最终决定，且未作出决定的情形不属于因商人延误所致。

第K-07条：

与其他章节的关系

除本章外，第A章（目标）、第B章（一般定义）、第N章（机构安排和争端解决程序）和第P章（最终条款）以及第L-01条（联系点）、第L-02条（发布）、第L-03条（通知和信息提供）和第L-04条（行政程序）的规定，本协议的任何条款均不得就一方移民措施对一方施加任何义务。

第K-08条：

定义：

本章规定中：

商人是指一方从事货物贸易、服务提供或投资活动的公民；以及

临时入境是指另一方商人进入一方领土，且无意永久居留的行为。

附件K-03：

商人的临时入境

第I节：商务访客

1. 每一方应当向拟从事附录K-03.I.1中列出的商业活动的商人授予临时入境，无需该商人获得就业授权，前提是该商人除遵守适用于临时入境的现有移民措施外，在提交以下文件证明时：

- (a) 一方国籍的公民身份证明；(b) 证明该商人将从事此类活动并描述入境目的的文件证明；以及(c) 证明拟议商业活动具有国际范围且该商人无意进入本地劳动力市场的证据。

2. 每一方应当规定，商人可以通过证明以下内容来满足第1款(c)的要求：

- (a) the primary source of remuneration for the proposed business activity is outside the territory of the Party granting temporary entry; and
- (b) the business person's principal place of business and the actual place of accrual of profits, at least, predominantly, remain outside such territory.

A Party shall normally accept an oral declaration as to the principal place of business and the actual place of accrual of profits. Where the Party requires further proof, it shall normally consider a letter from the employer attesting to these matters as sufficient proof.

3. Each Party shall grant temporary entry to a business person seeking to engage in a business activity other than those set out in Appendix K-03.I.1, without requiring that person to obtain an employment authorization, on a basis no less favourable than that provided under the existing provisions of the measures set out in Appendix K-03.I.3, provided that the business person otherwise complies with existing immigration measures applicable to temporary entry.

4. Neither Party may:

- (a) as a condition for temporary entry under paragraph 1 or 3, require prior approval procedures, petitions, labour certification tests or other procedures of similar effect; or
- (b) impose or maintain any numerical restriction relating to temporary entry under paragraph or 3.

5. Notwithstanding paragraph 4, a Party may require a business person seeking temporary entry under this Section to obtain a visa or its equivalent prior to entry. Before imposing a visa requirement, the Party shall consult with the other Party with a view to avoiding the imposition of the requirement. With respect to an existing visa requirement, a Party shall consult, on request, with the other Party with a view to its removal.

Section II: Traders and Investors

1. Each Party shall grant temporary entry and provide confirming documentation to a business person seeking to:

- (a) carry on substantial trade in goods or services principally between the territory of the Party of which the business person is a citizen and the territory of the other Party into which entry is sought, or
- (b) establish, develop, administer or provide advice or key technical services to the operation of an investment to which the business person or the business person's enterprise has committed, or is in the process of committing, a substantial amount of capital, in a capacity that is supervisory, executive or involves essential skills, provided that the business person otherwise complies with existing immigration measures applicable to temporary entry.

2. Neither Party may:

(a) 拟议商业活动的主要报酬来源位于临时入境的方的领土之外；以及 (b) 商人的主要营业地和实际利润发生地，至少主要地，仍位于该领土之外。

一方通常应接受关于主要营业地和实际利润发生地的口头声明。如一方要求进一步证明，通常应认为雇主就这些事项出具的证明信足以作为证明。

3. 每一方应根据附录K-03.I.1中列出的商业活动以外的商业活动，向寻求从事该商业活动的商人授予临时入境，无需该商人获得就业授权，其条件不得低于附录K-03.I.3中列出的移民措施现有规定的提供条件，前提是该商人除遵守适用于临时入境的现有移民措施外，还符合其他要求。

4. 任何一方不得：

(a) 作为根据第1段或第3段进行临时入境的条件，要求预先批准程序、申请、劳工认证测试或其他具有类似效果的程序；或 (b) 对根据第1段或第3段进行的临时入境施加或维持任何数量限制。

5. 尽管有第4段，一方可以要求根据本节寻求临时入境的商人入境前获得签证或其同等物。在施加签证要求之前，该方应与另一方磋商，以避免施加该要求。关于现有的签证要求，该方在收到要求时，应与另一方磋商，以寻求其废除。

第二部分：贸易商和投资者

1. 每一方应当向寻求以下目的的商人授予临时入境并提供确认文件：

(a) 主要在方领土和寻求临时入境的另一方领土之间进行重大货物或服务贸易，或 (b) 设立、开发、管理或提供有关投资运营的建议或关键技术服务的业务，该投资已向商人或商人企业投入或正在投入大量资本，且商人具有监督、执行或涉及关键技能的职责，前提是商人遵守适用于临时入境的现有移民措施。

2. 任何一方不得：

- (a) as a condition for temporary entry under paragraph 1, require labour certification tests or other procedures of similar effect; or
 - (b) impose or maintain any numerical restriction relating to temporary entry under paragraph 1.
3. Notwithstanding paragraph 2, a Party may require a business person seeking temporary entry under this Section to obtain a visa or its equivalent prior to entry.

Section III: Intra-Company Transferees

1. Each Party shall grant temporary entry and provide confirming documentation to a business person employed by an enterprise who seeks to render services to that enterprise or a subsidiary or affiliate thereof, in a capacity that is managerial, executive or involves specialized knowledge, provided that the business person otherwise complies with existing immigration measures applicable to temporary entry. A Party may require the business person to have been employed continuously by the enterprise for one year within the three-year period immediately preceding the date of the application for admission.
2. Neither Party may:
- (a) as a condition for temporary entry under paragraph 1, require labour certification tests or other procedures of similar effect; or
 - (b) impose or maintain any numerical restriction relating to temporary entry under paragraph 1.
3. Notwithstanding paragraph 2, a Party may require a business person seeking temporary entry under this Section to obtain a visa or its equivalent prior to entry. Before imposing a visa requirement, the Party shall consult with the other Party with a view to avoiding the imposition of the requirement. With respect to an existing visa requirement, a Party shall consult, on request, with the other Party with a view to its removal.

Section IV: Professionals

1. Each Party shall grant temporary entry and provide confirming documentation to a business person seeking to engage in a business activity at a professional level in a profession set out in Appendix K-03.IV.1, if the business person otherwise complies with existing immigration measures applicable to temporary entry, on presentation of:
- (a) proof of citizenship of a Party; and
 - (b) documentation demonstrating that the business person will be so engaged and describing the purpose of entry.
2. Neither Party may:
- (a) as a condition for temporary entry under paragraph 1, require prior approval procedures, petitions, labour certification tests or other procedures of similar effect; or

- (a) 作为第1段临时入境的条件，要求进行劳工认证测试或其他具有类似效果的程序；或 (b) 对第1段临时入境施加或维持任何数量限制。

3. 不论第2段如何规定，任何一方可以要求寻求根据本节获得临时入境的商人入境前获得签证或同等证明。

第三部分：公司内部转移人员

1. 每一方应当向受雇于企业的商人授予临时入境权，并提供确认文件，该商人寻求向该企业或其子公司或关联企业提供管理、执行或涉及专门知识的服务，前提是该商人除遵守适用于临时入境的现有移民措施外，还符合相关要求。任何一方可以要求该商人在申请入境之日起的前三年内，已在该企业连续受雇一年。

2. 任何一方不得：

- (a) 作为根据第1段获得临时入境的条件，要求劳工认证测试或其他具有类似效果的程序；或 (b) 实施或维持与根据第1段获得临时入境相关的任何数量限制。

3. 不论第2段如何规定，一方可要求寻求根据本节获得临时入境的商人入境前获得签证或同等证明。在实施签证要求前，该方应与另一方磋商，以避免实施该要求。关于现有签证要求，一方在接到要求时，应与另一方磋商，以促使其被取消。

第四部分：专业人士

1. 每一方应根据附录K-03.IV.1中列出的职业，向寻求以专业水平从事商业活动的商人授予临时入境并提供确认文件，前提是该商人除临时入境适用的移民措施外，其他方面符合现有移民措施，并在提交以下文件时：

- (a) 一方国籍证明；以及 (b) 证明该商人将如此从事商业活动并说明入境目的的文件。

2. 任何一方不得：

- (a) 作为第1段临时入境的条件，要求进行预先批准程序、申请、劳工认证测试或其他具有类似效果的手续；或

- (b) impose or maintain any numerical restriction relating to temporary entry under paragraph 1.
- 3. Notwithstanding paragraph 2, a Party may require a business person seeking temporary entry under this Section to obtain a visa or its equivalent prior to entry. Before imposing a visa requirement, the Party shall consult with the other Party with a view to avoiding the imposition of the requirement. With respect to an existing visa requirement, a Party shall consult, on request, with the other Party with a view to its removal.
- 4. Notwithstanding paragraphs 1 and 2, a Party may establish an annual numerical limit, which shall be set out in Appendix K-03.IV.4, regarding temporary entry of business persons of the other Party seeking to engage in business activities at a professional level in a profession set out in Appendix K-03.IV.1, if the Parties have not agreed otherwise prior to the date of entry into force of this Agreement. In establishing such a limit, the Party shall consult with the other Party.
- 5. A Party establishing a numerical limit pursuant to paragraph 4, unless the Parties agree otherwise:
 - (a) shall, for each year after the first year after the date of entry into force of this Agreement, consider increasing the numerical limit set out in Appendix K-03.IV.4 by an amount to be established in consultation with the other Party, taking into account the demand for temporary entry under this Section;
 - (b) shall not apply its procedures established pursuant to paragraph 1 to the temporary entry of a business person subject to the numerical limit, but may require the business person to comply with its other procedures applicable to the temporary entry of professionals; and
 - (c) may, in consultation with the other Party, grant temporary entry under paragraph 1 to a business person who practices in a profession where accreditation, licensing, and certification requirements are mutually recognized by the Parties.
- 6. Nothing in paragraph 4 or 5 shall be construed to limit the ability of a business person to seek temporary entry under a Party's applicable immigration measures relating to the entry of professionals other than those adopted or maintained pursuant to paragraph 1.
- 7. Three years after a Party establishes a numerical limit pursuant to paragraph 4, it shall consult with the other Party with a view to determining a date after which the limit shall cease to apply.

Annex K-03.1

- 1. Business persons who enter Chile under any of the categories set out in Annex K-03 shall be deemed to be engaged in activities which are in the country's interest.
- 2. Business persons who enter Chile under any of the categories set out in Annex K-03 and are issued a temporary visa shall have that temporary visa extended for subsequent periods provided the conditions on which it is based remain in effect, without requiring that person to apply for permanent residence.
- 3. Business persons who enter Chile may also obtain an identity card for foreigners.

- (b) 对第1段临时入境施加或维持任何数量限制。

- 3. 不论第2段如何规定，一方可要求寻求根据本节获得临时入境的商人入境前获得签证或同等证明。在实施签证要求前，该方应与另一方磋商，以避免实施该要求。关于现有签证要求，一方在接到要求时，应与另一方磋商，以寻求取消该要求。
- 4. 不论第1段和第2段如何规定，如果缔约方在本协定生效日期前未就此事达成协议，一方可设立年度数量限制，该数量限制应载于附录K-03.IV.4，关于另一方寻求在附录K-03.IV.1中列出的职业从事专业水平商业活动的商务人士的临时入境。在设立此类限制时，该方应与另一方磋商。
- 5. 根据第4段设立数量限制的一方，除非缔约方另有协议：

- (a) 应当，对于本协定生效之日起第一年后的一年，考虑增加附录K-03.IV.4中规定的人数限制，增加的金额应与其他方磋商确定，并应考虑根据本节进行的临时入境需求；(b) 不得将其根据第1段设立的程序适用于受人数限制约束的商人的临时入境，但可以要求该商人遵守其适用于专业人士临时入境的其他程序；以及(c) 可以与其他方磋商，根据第1段向在缔约方相互承认认证、许可和资格要求的专业领域执业的商人授予临时入境。

- 6. 第4段或第5段中的任何内容均不得解释为限制商人寻求根据缔约方适用的移民措施（除根据第1段采用或维持的措施外）就专业人士入境而言的临时入境的能力。
- 7. 一方根据第4段设立数量限制三年后，应与另一方磋商，以确定自该限制停止适用的日期。

附件 K-03.1

- 1. 根据附件 K-03 中列出的任何类别进入智利的商人，应被视为从事符合该国利益的活动。
- 2. 根据附件 K-03 中列出的任何类别进入智利并获发临时签证的商人，如其所依据的条件仍然有效，其临时签证可延期，无需申请永久居留权。
- 3. 进入智利的商务人士也可以获得外国人身份证。

Appendix K-03.I.1:

Business Visitors

Research and Design

- * Technical, scientific and statistical researchers conducting independent research or research for an enterprise located in the territory of the other Party.

Growth, Manufacture and Production

- * Purchasing and production management personnel conducting commercial transactions for an enterprise located in the territory of the other Party.

Marketing

- * Market researchers and analysts conducting independent research or analysis or research or analysis for an enterprise located in the territory of the other Party.
- * Trade fair and promotional personnel attending a trade convention.

Sales

- * Sales representatives and agents taking orders or negotiating contracts for goods or services for an enterprise located in the territory of the other Party but not delivering goods or providing services.
- * Buyers purchasing for an enterprise located in the territory of the other Party.

Distribution

- * Customs brokers providing consulting services regarding the facilitation of the import or export of goods.

After-sales Service

- * Installers, repair and maintenance personnel, and supervisors, possessing specialized knowledge essential to a seller's contractual obligation, performing services or training workers to perform services, pursuant to a warranty or other service contract incidental to the sale of commercial or industrial equipment or machinery, including computer software, purchased from an enterprise located outside the territory of the Party into which temporary entry is sought, during the life of the warranty or service agreement.

General Service

- * Professionals engaging in a business activity at a professional level in a profession set out in Appendix K-03.IV.1.

附录K-03.I.1:

商务访客

研究与设计

- * 技术、科学和统计研究人员在另一方领土上开展独立研究或企业研究。

增长、制造和生产

- * 采购和生产管理人员开展商业一方领土内企业的交易。

市场营销

- * 市场研究人员和分析师进行独立研究或分析或为一方领土内企业进行的研究或分析。
- * 参加贸易展览会的交易会 and 促销人员。

销售

- * 销售代表和代理人接受货物订单或协商合同或服务的订单，该企业位于另一方的领土内，但不交付货物或提供服务。
- * 买方为位于另一方领土内的企业进行购买。

分销

- * 海关经纪人提供关于货物进出口便利化的咨询服务。

售后服务

- * 安装人员、维修人员以及主管，拥有对卖方合同义务至关重要的专门知识，提供服务或培训工人以提供服务，根据与销售商业或工业设备或机械（包括计算机软件）相关的保修或服务合同，在寻求临时入境的方的领土之外的企业购买，在保修或服务协议的有效期内。

通用服务

- * 在附录K-03.IV.1中规定的职业中，以专业水平从事商业活动的专业人士。

- * Management and supervisory personnel engaging in a commercial transaction for an enterprise located in the territory of the other Party.
- * Financial services personnel (insurers, bankers or investment brokers) engaging in commercial transactions for an enterprise located in the territory of the other Party.
- * Public relations and advertising personnel consulting with business associates, or attending or participating in conventions.
- * Tourism personnel (tour and travel agents, tour guides or tour operators) attending or participating in conventions or conducting a tour that has begun in the territory of the other Party.
- * Translators or interpreters performing services as employees of an enterprise located in the territory of the other Party.

Definitions

For purposes of this Appendix:

territory of the other Party means the territory of the Party other than the territory of the Party into which temporary entry is sought.

Appendix K-03.I.3

Existing Immigration Measures

1. In the case of Canada, subsection 19(1) of the Immigration Regulations, 1978, SOR/78-172, as amended, made under the Immigration Act R.S.C. 1985, c. I-2, as amended. 2. In the case of Chile, Title I, paragraph 6 of Decree Law 1094, Official Gazette, July 19, 1975, Immigration Law ("Decreto Ley 1094, Diario Oficial, julio 19, 1975, Ley de Extranjería"), and Title III of Immigration Regulation ("Decreto Supremo 597 del Ministerio del Interior, Diario Oficial noviembre 24, 1984, Reglamento de Extranjería").

Appendix K-03.IV.1

Professionals

PROFESSION¹

MINIMUM EDUCATION
REQUIREMENTS AND
ALTERNATIVE
CREDENTIALS²

General

Accountant

Baccalaureate or Licenciatura Degree; or
C.P.A., C.A., C.G.A. or C.M.A.; or
Contador auditor or Contador público
(University Title)³

* 从事位于另一方领土的企业商业交易的管理和监督人员。* 从事位于另一方领土的企业商业交易的金融服务人员（保险商、银行家或投资经纪人）。* 与商业伙伴磋商，或参加或参与会议的公共关系和广告人员。* 参加或参与会议，或在另一方领土内开始进行的旅游人员（旅游代理、导游或旅游运营商）进行旅游活动。* 作为位于另一方领土的企业雇员提供服务的翻译人员或口译人员。

定义

根据本附录规定：

另一方领土是指除临时入境所寻求的领土外，方的领土。

附录K-03.I.3

现有移民措施

1. 在加拿大，1978年移民条例第19(1)节，SOR/78- 172，根据1985年移民法（R.S.C. 1985, c. I-2）修订。2. 在智利，第1094号法令第I篇第6条，官方公报，1975年7月19日，移民法（"Decreto Ley 1094, Diario Oficial, julio 19, 1975, Ley de Extranjería"），以及移民条例第III篇（"Decreto Supremo 597 del Ministerio del Interior, Diario Oficial十一月24, 1984, Reglamento de Extranjería"）。

附录K-03.IV.1

专业人士

专业¹

最低教育要求与替代资
质²

一般

会计师

学士学位或Licenciatura学位；或注册会计
师、注册会计师、注册会计师或注册管理会
计师；或审计师或公共会计师（大学学位）³

Architect	Baccalaureate or Licenciatura Degree; or state/provincial licence ⁴	建筑师	学士学位或Licenciatura学位；或州/省许可证 ⁴
Computer Systems Analyst	Baccalaureate or Licenciatura Degree; or Post-Secondary Diploma ⁵ or Post-Secondary Certificate ⁶ , and three years experience	计算机系统分析师	学士学位或Licenciatura学位；或高等文凭 ⁵ 或高等证书 ⁶ , 且具有三年经验
Disaster Relief Insurance Claims Adjuster (claims adjuster employed by an insurance company located in the territory of a Party, or an independent claims adjuster)	Baccalaureate or Licenciatura Degree, and successful completion of training in the appropriate areas of insurance adjustment pertaining to disaster relief claims; or three years experience in claims adjustment and successful completion of training in the appropriate areas of insurance adjustment pertaining to disaster relief claims	灾害救济保险理赔员（由一方领土内保险公司雇佣的理赔员，或独立理赔员）	学士学位或Licenciatura学位，且成功完成与灾害救济索赔相关的保险理赔领域的培训；或具有三年理赔经验且成功完成与灾害救济索赔相关的保险理赔领域的培训
Economist (including Commercial)	Baccalaureate or Licenciatura Degree Engineer in Chile)	经济学家（包括商业）	智利学士学位或文学士学位工程师
Engineer	Baccalaureate or Licenciatura Degree; or state/provincial licence	工程师	学士学位或文学士学位；或州/省许可证
Forester	Baccalaureate or Licenciatura Degree; or state/provincial licence	林业工作者	学士学位或文学士学位；或州/省许可证
Graphic Designer	Baccalaureate or Licenciatura Degree; or Post-Secondary Diploma or Post-Secondary Certificate, and three years experience	图形设计师	学士学位或Licenciatura学位；或高等文凭或高等证书，并具有三年经验
Hotel Manager	Baccalaureate or Licenciatura Degree in hotel/restaurant management; or Post-Secondary Diploma or Post-Secondary Certificate in hotel/restaurant management, and three years experience in hotel/restaurant management	酒店经理	酒店/餐饮管理学士学位或Licenciatura学位；或高等文凭或高等证书，并在酒店/餐饮管理方面具有三年经验
Industrial Designer	Baccalaureate or Licenciatura Degree; or Post-Secondary Diploma or Post-Secondary Certificate, and three years experience	工业设计师	学士学位或Licenciatura学位；或高等文凭或高等证书，并具有三年经验
Interior Designer	Baccalaureate or Licenciatura Degree; or Post-Secondary Diploma or Post-Secondary Certificate, and three years experience	室内设计师	学士学位或Licenciatura学位；或高等文凭或高等证书，以及三年经验
Land Surveyor	Baccalaureate or Licenciatura Degree; or state/provincial/national licence Landscape Architect Baccalaureate or Licenciatura Degree	土地测量员	学士学位或Licenciatura学位；或州/省/国家许可证景观建筑师学士学位或Licenciatura学位

Lawyer (including Notary in the Province of Quebec)	LL.B., J.D., LL.L., B.C.L. or Licenciatura Degree (five years) or Abogado, or membership in a state/provincial bar	律师（包括魁北克省的公证员）	文学士学位、法学士学位、法学士学位、法学士学位或文学士学位（五年）或律师，或州/省律师协会会员资格
Librarian	M.L.S. or B.L.S. or Magister en Bibliotecología (for which another Baccalaureate or Licenciatura Degree was a prerequisite)	图书馆员	图书馆学硕士学位或图书馆学学士学位或图书馆学硕士（其先决条件是必须具备一个学士学位或文学士学位）
Management Consultant	Baccalaureate or Licenciatura Degree; or equivalent professional experience as established by statement or professional credential attesting to five years experience as a management consultant, or five years experience in a field of specialty related to the consulting agreement	管理顾问	学士学位或文学士学位；或作为管理顾问五年经验的专业经验，该经验由声明或专业凭证证明，或与咨询协议相关的专业领域五年经验
Mathematician (including Statistician)	Baccalaureate or Licenciatura Degree Range Manager/Range Conservationalist Baccalaureate or Licenciatura Degree	数学家（包括统计学家）	学士学位或Licenciatura学位范围经理/范围保护主义者学士学位或Licenciatura学位
Research Assistant (working in a post-secondary educational institution)	Baccalaureate or Licenciatura Degree	研究助理（在高等教育机构工作）	学士学位或Licenciatura学位
Scientific Technician/Technologist ⁷	Possession of (a) theoretical knowledge of any of the following disciplines: agricultural sciences, astronomy, biology, chemistry, engineering, forestry, geology, geophysics, meteorology or physics; and (b) the ability to solve practical problems in any of those disciplines, or the ability to apply principles of any of those disciplines to basic or applied research	科学技师/技术员 ⁷	拥有（任何）以下学科的理论知识：（农业科学、天文学、生物学、化学、工程学、林业、地质学、地球物理学、气象学或物理学）；以及（b）在（任何）这些学科中解决实际问题的能力，或应用（任何）这些学科的原则进行基础或应用研究的能力
Social Worker	Baccalaureate or Licenciatura Degree or Asistente Social/Trabajador social (University Title)	社会工作者	学士学位或Licenciatura学位或社会助理/社会工作者（大学学位）
Sylviculturist (including Forestry Specialist)	Baccalaureate or Licenciatura Degree	林业工作者（包括林业专家）	学士学位或Licenciatura学位
Technical Publications Writer	Baccalaureate or Licenciatura Degree; or Post-Secondary Diploma or Post-Secondary Certificate, and three years experience	技术出版物作家	学士学位或Licenciatura学位；或高等文凭或高等证书，并有三年经验
Urban Planner (including Geographer)	Baccalaureate or Licenciatura Degree	城市规划师（包括地理学家）	学士学位或Licenciatura学位
Vocational Counsellor	Baccalaureate or Licenciatura Degree	职业顾问	学士学位或Licenciatura学位

Medical/Allied Professional		医疗/相关专业人员	
Dentist	D.D.S., D.M.D., Doctor en Odontologia or Doctor en Cirugia Dental or Licenciatura en Odontologia; or state/provincial licence	牙医	D.D.S.、D.M.D.、牙医学博士或牙外科博士或牙医学文学士；或州/省许可证
Dietitian	Baccalaureate or Licenciatura Degree or Dietista Nutricional (University Title); or state/provincial licence	营养师	学士学位或文学士学位或营养师（大学学位）；或州/省许可证
Medical Laboratory Technologist (Canada)/Medical Technologist (Chile, Mexico and the United States of America) ^g	Baccalaureate or Licenciatura Degree; or Post-Secondary Diploma or Post-Secondary Certificate, and three years experience	医疗实验室技术师（加拿大）/医疗技术师（智利、墨西哥和美利坚合众国） ^g	学士学位或文学士学位；或高等文凭或高等证书，并具有三年经验
Nutritionist	Baccalaureate or Licenciatura Degree or Nutricionista/Dietista Nutricional (University Title)	营养师	学士学位或大学资格
Occupational Therapist	Baccalaureate or Licenciatura Degree or Terapeuta Ocupacional (University Title); or state/provincial licence	职业治疗师	学士学位或大学资格；或州/省许可证
Pharmacist	Baccalaureate or Licenciatura Degree; or state/provincial licence	药剂师	学士学位或Licenciatura学位；或州/省许可证
Physician (teaching or research only)	M.D. or Doctor en Medicina or Médico Cirujano/ Médico (University Title); or state/provincial licence	医师（仅限教学或研究）	M.D.或医学博士（大学职称）；或州/省许可证
Physiotherapist/Physical Therapist	Baccalaureate or Licenciatura Degree or Kinesiólogo/Kinesioterapeuta (University Title); or state/provincial licence	物理治疗师	学士学位或Licenciatura学位或运动治疗师（大学职称）；或州/省许可证
Psychologist	State/provincial licence; or Licenciatura Degree	心理学家	州/省许可证；或文学士学位
Recreational Therapist	Baccalaureate or Licenciatura Degree	休闲治疗师	学士学位或文学士学位
Registered Nurse	State/provincial licence, or Licenciatura Degree, or Enfermera (University Title)	注册护士	州/省许可证，或文学士学位，或护士（大学职称）
Veterinarian	D.V.M., D.M.V. or Doctor en Veterinaria or Médico Veterinario (University Title); or state/provincial licence	兽医	D.V.M.、D.M.V.或兽医学博士（大学职称）；或州/省许可证
Scientist		科学家	
Agriculturist (including Agronomist)	Baccalaureate or Licenciatura Degree	农业学家（包括农学家）	学士学位或Licenciatura学位
Animal Breeder	Baccalaureate or Licenciatura Degree	动物育种者	学士学位或Licenciatura学位

Animal Scientist	Baccalaureate or Licenciatura Degree	动物学家	学士学位或Licenciatura学位
Apiculturist	Baccalaureate or Licenciatura Degree	养蜂人	学士学位或Licenciatura学位
Astronomer	Baccalaureate or Licenciatura Degree	天文学家	学士学位或Licenciatura学位
Biochemist	Baccalaureate or Licenciatura Degree	生物化学家	学士学位或Licenciatura学位
Biologist	Baccalaureate or Licenciatura Degree	生物学家	学士学位或Licenciatura学位
Chemist	Baccalaureate or Licenciatura Degree	化学家	学士学位或Licenciatura学位
Dairy Scientist	Baccalaureate or Licenciatura Degree	乳制品科学家	学士学位或Licenciatura学位
Entomologist	Baccalaureate or Licenciatura Degree	昆虫学家	学士学位或Licenciatura学位
Epidemiologist	Baccalaureate or Licenciatura Degree	流行病学家	学士学位或Licenciatura学位
Geneticist	Baccalaureate or Licenciatura Degree	遗传学家	学士学位或Licenciatura学位
Geologist	Baccalaureate or Licenciatura Degree or Geólogo (University Title)	地质学家	学士学位或Licenciatura学位或Geólogo（大学学位）
Geochemist	Baccalaureate or Licenciatura Degree	地球化学家	学士学位或Licenciatura学位
Geophysicist (including Oceanographer in Mexico and the United States of America)	Baccalaureate or Licenciatura Degree	地球物理学家（包括墨西哥和美利坚合众国的海洋学家）	学士学位或Licenciatura学位
Horticulturist	Baccalaureate or Licenciatura Degree	园艺师	学士学位或Licenciatura学位
Meteorologist	Baccalaureate or Licenciatura Degree	气象学家	学士学位或Licenciatura学位
Pharmacologist	Baccalaureate or Licenciatura Degree	药理学家	学士学位或Licenciatura学位
Physicist (including Oceanographer in Canada and Chile)	Baccalaureate or Licenciatura Degree for Physicist; Oceanógrafo (University Title) for Oceanographer	物理学家（包括加拿大和智利的海洋学家）	物理学家；学士学位或Licenciatura学位；海洋学家（大学学位）
Plant Breeder	Baccalaureate or Licenciatura Degree	植物育种家	学士学位或Licenciatura学位
Poultry Scientist	Baccalaureate or Licenciatura Degree	家禽科学家	学士学位或Licenciatura学位
Soil Scientist	Baccalaureate or Licenciatura Degree	土壤科学家	学士学位或Licenciatura学位
Zoologist	Baccalaureate or Licenciatura Degree	动物学家	学士学位或Licenciatura学位
Teacher		教师	
College	Baccalaureate or Licenciatura Degree	学院	学士学位或Licenciatura学位

Seminary	Baccalaureate or Licenciatura Degree
University	Baccalaureate or Licenciatura Degree

神学院	学士学位或Licenciatura学位
大学	学士学位或Licenciatura学位

Appendix K-03.IV.4

Notwithstanding Annex K-03.IV.4, for the purposes of this Agreement, neither Party shall establish an annual numerical limit regarding temporary entry of business persons of the other Party seeking to engage in business activities at a professional level set out in Appendix K-03.IV.1.

PART SEVEN:

ADMINISTRATIVE AND INSTITUTIONAL PROVISIONS

CHAPTER L: PUBLICATION, NOTIFICATION AND ADMINISTRATION OF LAWS

Article L-01:

Contact Points

Each Party shall designate a contact point to facilitate communications between the Parties on any matter covered by this Agreement. On the request of the other Party, the contact point shall identify the office or official responsible for the matter and assist, as necessary, in facilitating communication with the requesting Party.

Article L-02:

Publication

1. Each Party shall ensure that its laws, regulations, procedures and administrative rulings of general application respecting any matter covered by this Agreement are promptly published or otherwise made available in such a manner as to enable interested persons and the other Party to become acquainted with them.
2. To the extent possible, each Party shall:

(a) publish in advance any such measure that it proposes to adopt; and

(b) provide interested persons and the other Party a reasonable opportunity to comment on such proposed measures.

附录 K-03.IV.4

尽管有附录 K-03.IV.4的规定，根据本协议，任何一方均不得针对寻求从事附录 K-03.IV.1中列出的专业水平商业活动的另一方商务人士设立临时入境的年度数量限制。

第七部分：

行政和机构条款

第L章：法律的公布、通知和管理

第L-01条：

联系点

每一方应指定一个联系点，以促进缔约方之间就本协议所涵盖的任何事项进行沟通。应另一方的要求，联系点应确定负责该事项的办公室或官员，并在必要时协助促进与请求方的沟通。

文章L-02：

发布

1. 每一方应确保其法律、法规、程序和普遍适用于本协议涵盖事项的行政裁决及时发布或以其他方式提供，以便利害关系人和另一方能够熟悉它们。
2. 在可能的情况下，每一方应：

(a) 发布其拟议采取的任何此类措施；以及 (b) 为利害关系人和另一方提供合理的机会对拟议的措施提出意见。