

Article 1 Definitions

根据本协定之宗旨, 除非上下文另有要求:

AEM + 韩国是指东盟成员国经济部长和韩国贸易部长;

适用最惠国关税税率:

(a) 对于截至2005年1月1日为世界贸易组织成员的东盟成员国和韩国, 指其截至2005年1月1日分别适用的税率; 以及 (b) 对于截至2005年1月1日非世界贸易组织成员的东盟成员国, 参考截至2005年1月1日适用于韩国的税率。

东盟是指东南亚国家联盟, 它由文莱达鲁萨兰国、柬埔寨王国、印度尼西亚共和国、老挝人民民主共和国、马来西亚、缅甸联邦、菲律宾共和国、新加坡共和国、泰国王国和越南社会主义共和国组成;

东盟-韩国自由贸易协定是指由框架协议及其他相关协议, 即框架协议第1.4条第1段中规定的协议所建立的东盟-韩国自由贸易区;

东盟成员国是指文莱达鲁萨兰国、柬埔寨王国、印度尼西亚共和国、老挝人民民主共和国、马来西亚、缅甸联邦、菲律宾共和国、新加坡共和国、泰国王国¹ 和越南社会主义共和国;

东盟成员国是指文莱达鲁萨兰国、柬埔寨王国、印度尼西亚共和国、老挝人民民主共和国、马来西亚、缅甸联邦、菲律宾共和国、新加坡共和国、泰国王国¹ 或越南社会主义共和国中的任何一个;

¹ 为执行本协定之目的, 泰国王国仅在相关文件上签字后, 才被包括在本术语的指称范围内。

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

框架协议是指东盟成员国和大韩民国之间的全面经济合作框架协议；

GATT 1994是指1994年关税及贸易总协定，包括其注释和补充规定，它是世界贸易组织协定的一部分；

实施委员会是指根据框架协议第5.3条设立的实施委员会；

Korea是指大韩民国；

new ASEAN Member Countries是指柬埔寨王国、老挝人民民主共和国、缅甸联邦和越南社会主义共和国；

非关税措施应包括非关税壁垒；

缔约方是指东盟成员国和韩国的集合；

一方是指东盟成员国或韩国；

WTO是指世界贸易组织；和

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

¹ 为执行本协定之目的，泰国王国仅在相关代表签字后，才被包括在本术语的参考范围内

条款2 内部税收和国民待遇

每一方应根据GATT1994第三条给予所有其他方的货物以国民待遇。为此，GATT1994第三条的规定应在不改变实质内容的情况下，并入本协定并成为其不可分割的一部分。

条款3 关税减让和消除

1. 各缔约方的关税减让或消除计划应要求对列名的关税线项下的商品适用最惠国关税税率逐步减让，并在适用的情况下根据本条款予以消除。

2. 所有关税线均适用本协定项下的关税减让或消除计划，并按如下方式分类：

(a) 常规轨道：各缔约方自行将其置于常规轨道的关税线，应分别根据附件1中规定的程序逐步减让和消除其适用最惠国关税税率，以实现其中规定的门槛目标；以及 (b) 敏感轨道：各缔约方自行将其置于敏感轨道的关税线，应分别根据附件2中规定的程序减让或消除其适用最惠国关税税率。

3. 根据附件1和2的规定，本条款下每一方所做出的所有承诺应适用于所有其他方。

第4条 透明 度

GATT1994的第X条应在不改变实质内容的情况下，并入本协定并成为其不可分割的一部分。

条款 5 原产地规则

原产地规则和适用于本协定项下货物的操作认证程序载于附件3及其附件中。

第6条 让步的修改

1. 缔约方不得使本协定项下的任何让步失效或受损，除非本协定另有规定。
2. 本协定任何条款均不得阻止任何一方谈判并达成安排，以加速实施本协定项下作出的让步或将该协定项下让步纳入新的商品，前提是该等安排经各方同意并适用于所有其他方。
3. 任何一方可通过与已向其作出让步的任何其他方谈判并达成协议，修改或撤回本协定项下作出的让步。在此类谈判和协议中，可能包括对其他商品的补偿性调整条款，有关各方应维持互惠和互利的让步总体水平，该水平不低于本协定在达成此类协议之前为贸易提供的让步水平。
4. 任何缔约方根据第3段修改或撤回关税减让或消除计划中所作的让步，或根据第2段加速消除该计划中的关税，或将商品纳入该计划，所作的协定，应取代根据关税减让或消除计划为该商品所确定的任何关税税率或轨道，应被视为对相关附件的修正案，并应根据第17条规定的程序生效。

Article 7
WTO Disciplines

根据本协定及任何未来可能根据第15条对协定进行审议并经缔约方同意的协定之规定，缔约方² 兹同意并重申其遵守世界贸易组织协定附件1A和1C中所列世界贸易组织纪律的承诺，其中包括但不限于非关税措施、技术性贸易壁垒（以下简称“TBT”）、卫生与植物卫生措施（以下简称“SPS”）、补贴和反补贴措施、反倾销措施及知识产权。

² 东盟非世界贸易组织成员应当根据其加入世界贸易组织的承诺遵守世界贸易组织的规定。

第8条 数量限制和非关税壁垒以及卫生与植物卫生措施

1. 每一方承诺不采取或维持对任何其他缔约方的任何商品的进口禁令或数量限制，也不采取或维持对任何运往其他缔约方领土的商品的出口禁令或数量限制，除非根据其世界贸易组织权利和义务或本协定中的其他规定。
2. 每一方应确保其非关税措施的透明度，使其不是为了或旨在对缔约方之间的贸易造成不必要的障碍而制定、采纳或应用的。缔约方应在本协定生效后尽快确定非关税壁垒以供消除。这些非关税壁垒的消除时间表应由所有缔约方共同商定。
3. 缔约方认识到世界贸易组织关于技术性贸易壁垒和卫生与植物卫生措施协定中规定的透明度的重要性，包括法规和标准准备、采纳以及技术性贸易壁垒法规的通报程序和任何卫生与植物卫生措施事件的通知程序，以减少其对贸易的负面影响，并保护人类、动物或植物的生命或健康。每一方应指定其联系点，以便就本条款相关的问题进行答复。
4. 在实施委员会下设立一个技术性贸易壁垒和卫生与植物卫生措施工作组（以下简称“技术性贸易壁垒和卫生与植物卫生措施工作组”），以处理与本文实施相关的问题，并通过相互合作和双边磋商促进贸易和保护人类、动物或植物的生命或健康。技术性贸易壁垒和卫生与植物卫生措施工作组应包括来自农业、渔业、畜牧业和工业机构及其他相关机构的政府官员。技术性贸易壁垒和卫生与植物卫生措施工作组应制定其工作范围，并每年至少召开一次会议或由缔约方相互商定。

Article 9

Safeguard Measures

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 10
Measures to Safeguard the Balance of Payments

Where a Party is in serious balance of payments and external financial difficulties or threat thereof, it may, in accordance with GATT 1994, which includes the Understanding on Balance-of-Payments Provisions of GATT 1994, adopt restrictive import measures. In adopting such measures, the Party shall immediately consult with the other Parties.

Article 11

General Exceptions

Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination among the Parties where the same conditions prevail, or a disguised restriction on international trade, nothing in this Agreement shall be construed to prevent the adoption or enforcement by a Party of measures:

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

- (i) involving restrictions on exports of domestic materials necessary to ensure essential quantities of such materials to a domestic processing industry during periods when the domestic price of such materials is held below the world price as part of a governmental stabilisation plan, provided that such restrictions shall not operate to increase the exports of or the

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

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

Article 12

Security Exceptions

Nothing in this Agreement shall be construed:

- (a) to require any Party to furnish any information the disclosure of which it considers contrary to its essential security interests;
- (b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests, including but not limited to:
 - (i) action relating to fissionable materials or the materials from which they are derived;
 - (ii) action relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;
 - (iii) action taken so as to protect critical communications infrastructure from deliberate attempts intended to disable or degrade such infrastructure;
 - (iv) action taken in time of war or other emergency in domestic or international relations; or
- (c) to prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

Article 13

Regional and Local Government

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

Article 14

Institutional Arrangements

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

Article 15

Review

1. The AEM+Korea or their designated representatives shall meet within one year of the date of entry into force of this Agreement and then biennially or otherwise as appropriate to review this Agreement for the purpose of considering further measures to liberalise trade in goods as well as develop disciplines and negotiate agreements on matters referred to in Article 7 or any other relevant matters as may be agreed.
2. The Parties shall, taking into account their respective experiences in the implementation of this Agreement, review the Sensitive Track in 2012 and every three years thereafter with a view to improving the market access condition of sensitive goods, including the further possible reduction of the number of goods in the Sensitive Track and the conditions governing the reciprocal tariff rate treatment of goods placed by a Party in the Sensitive Track.

Article 16
Annexes and Future Legal Instruments

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

Article 17
Amendments

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

Article 18
Relations to Other Agreements

Except as otherwise provided in this Agreement, this Agreement or any action taken under it shall not affect or nullify the rights and obligations of a Party under the existing agreements to which it is a party.

Article 19

Dispute Settlement

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

Article 20
Depositary

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

Article 21

Entry into Force

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

2. A Party shall, upon the completion of its internal procedures for the entry into force of this Agreement, notify all the other Parties in writing.

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

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

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

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