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ARTICLE 11.9

Relation to other Chapters

1. Nothing in this Agreement shall impose any obligation on a State Party regarding its immigration measures, except as provided in this Chapter and Chapter 1 (Initial Provisions and Definitions), Chapter 18 (Dispute Settlement) and Chapter 19 (Institutional, General and Final Provisions).
2. Nothing in this Chapter shall be construed to impose obligations or commitments with respect to other Chapters of this Agreement.



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ANNEX 11-A
APPENDIX 11-A-1

SCHEDULE OF COMMITMENTS ON MOVEMENT OF NATURAL PERSONS
ARGENTINA

The following sets out Argentina’s commitments in accordance with Article 11.4 (Grant of Temporary Entry) in Chapter 11 (Movement of Natural Persons) in respect of the temporary entry and stay of natural persons of a State Party into the territory of another State Party.

Horizontal Provisions for Movement of Natural Persons	
Limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ, may maintain, or adopt.	
Description of Category	Conditions and Limitations (including length of stay)
A. Intra-corporate transferees: for Managers, Executives and Specialists	
(a) Managers – persons in an enterprise or organization who primarily direct a department or subdivision. They supervise and control the work of other supervisory, professional or managerial staff. They have the authority to hire or dismiss personnel, recommend their hiring or dismissal or take other personnel action such as promotion or leave authorization. They exercise discretionary authority over day-to-day activities. Does not include first-line supervisors unless those supervised are professionals, nor employees who primarily	Entry of Intra-Corporate Transferees shall be subject to the fulfilment of eligibility requirements prevailing at the time of application. For Managers, Executives or Specialists, visa is required. Managers, Executives or Specialists are entitled to an initial duration of stay of one year. For greater certainty, an extension period is subject to approval, and is subject to the eligibility requirements prevailing at the time of application of extension.



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perform tasks required for the provision of the service.

- (b) **Executives** – persons in the organisation who primarily direct the management of the organisation. They exercise wide latitude in decision-making and receive only supervision or direction from high-level executives, the board of directors or stockholders. They do not directly perform tasks related to the provision of the service(s) of the organization.
- (c) **Specialists** – persons in an enterprise or organisation who possess knowledge at an advanced level of expertise and who possess proprietary knowledge of the organisation's services, research equipment, techniques or management. Independent professionals may be included in this category.



ANNEX 11-A
APPENDIX 11-A-2

SCHEDULE OF COMMITMENTS ON MOVEMENT OF NATURAL PERSONS
BRAZIL

The following sets out Brazil's commitments in accordance with Article 11.4 (Grant of Temporary Entry) of Chapter 11 (Movement of Natural Persons) in respect of the temporary entry and stay of natural persons of a State Party into the territory of another State Party.

Horizontal Provisions for the Movement of Natural Persons	
- Foreign workers may apply for a temporary work visa with or without an employment link in Brazil, by providing proof of a job offer in the country. For the granting of a temporary residence permit, the competent authority may require the foreigner to submit a labour contract and other documents as proof of the job offer and the purpose of entering the national territory, in accordance with the situations provided for in the Brazilian laws and regulations. - The proportionality of two-thirds of Brazilian employees must be observed by juridical persons. A smaller proportionality can be established, taking into account special circumstances of each activity, through an act of the Executive Power, once the insufficiency of Brazilians in the respective activity has been duly confirmed by the competent authority. This proportionality is mandatory not only in relation to the entire staff but also in relation to the corresponding payroll.	
Description of Category	Conditions and limitations (including length of stay)
A. Business Visitors For this category, Brazil shall not require: (a) labour certification tests or other procedures of similar effect; or (b) impose or maintain any horizontal numerical restriction relating to temporary entry.	
The conditions and limitations set in this Appendix for the Business Visitors category are applicable to Singaporean natural persons seeking to enter the country, on a temporary	For activities (a) to (d), Brazil can grant a stay of up to 90 (ninety) days, which may be extended for another 90 (ninety) days.



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basis, without establishing residence, and specifically intending to engage in the following business-related activities:

- (a) participation in meetings, fairs and corporate events;
- (b) journalistic coverage or filming and reporting;
- (c) prospecting for business opportunities;
- (d) signing contracts;
- (e) performing auditing or consulting;
- (f) acting as a crew member of a foreign aircraft or vessel; and
- (g) performing artistic activities or taking part in sporting events.

For activities (e) to (g), Brazil can grant a stay of up to 90 (ninety) days, without extensions.

B. Intra-Corporate Transferees

For this category, Brazil shall not require:

- (a) labour certification tests or other procedures of similar effect; or
- (b) impose or maintain any numerical restriction relating to temporary entry, other than those listed in the horizontal provisions.

Brazil shall grant temporary entry to spouses of Singaporean Intra-Corporate Transferees. Spouses that have been granted temporary stay may perform any activity in the country, including income-earning activities, on equal terms with Brazilian nationals, under the terms of the current laws and regulations.

(1) For the purposes of this Appendix, **Executives and Managers** mean natural persons working in a senior position within a juridical person, who primarily direct the management of the enterprise receiving general supervision or direction principally from the board of directors or stockholders of the business or their equivalent, including:

For Executives and Managers with an employment link – Brazil can grant a stay of up to 2 (two) years.

For Executives and Managers without an employment link, provided that they: (i) perform functions of representation in Brazil of a financial or similar institution headquartered abroad; or (ii) represent a non-profit juridical



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(a) directing the enterprise or a department or sub-division thereof;	person – Brazil can grant a stay of up to 2 (two) years.
(b) supervising and controlling the work of other supervisory, professional or managerial employees;	For Executives and Managers without an employment link, provided that they: (i) are representing a civil or commercial society, group or economic conglomerate that makes foreign investment in an enterprise established in Brazil, with potential for employment or income generation in Brazil; or (ii) exercise a position, function or assignment that requires, under Brazilian laws and regulations, residence in Brazil. – Brazil can grant a stay for an indefinite period.
(c) having the authority personally to recruit and dismiss or to recommend recruiting, dismissing or other personnel actions.	
(2) For the purposes of this Appendix, Specialists mean natural persons working within a juridical person who possess specialised knowledge essential to the enterprise's economic activity, techniques or management.	For Specialists with an employment link – Brazil can grant a stay of up to 2 (two) years. For Specialists without an employment link, provided that they exercise a position, function or assignment that requires, under Brazilian laws and regulations, residence in Brazil – Brazil can grant a stay for an indefinite period.

C. Investors

For this category, Brazil shall not require:

- (a) labour certification tests or other procedures of similar effect; or
 (b) impose or maintain any numerical restriction relating to temporary entry.

Brazil shall grant temporary entry to spouses of Investors. Spouses that have been granted temporary stay may perform any activity in the country, including income-earning activities, on equal terms with Brazilian nationals, under the terms of the current laws and regulations. legislation.

For the purposes of this entry, investment in a juridical person in the Brazil covers:

For Investors, Brazil can grant a stay for an indefinite period, conditional upon proof of investment:

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(a) foreign investment in a Brazilian company, according to the Central Bank's regulations; (b) the constitution of a limited partnership company or corporation; and (c) other cases provided for in the policies for the attraction of foreign investment.	(1) in foreign currency, in an amount equal to or greater than R\$500,000.00 (five hundred thousand reais); and (2) in foreign currency, in an amount equal to or greater than R\$150,000.00 (one hundred and fifty thousand reais), if the Singaporean natural person who is seeking to settle in Brazil intends to invest in activities related to innovation, basic or applied research, or that of a scientific or technological nature.
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ANNEX 11-A
APPENDIX 11-A-3

SCHEDULE OF COMMITMENTS ON MOVEMENT OF NATURAL PERSONS
PARAGUAY

The following sets out Paraguay's commitments in accordance with Article 11.4 (Grant of Temporary Entry) in Chapter 11 (Movement of Natural Persons) in respect of the temporary entry and stay of natural persons of a State Party into the territory of another State Party.

Description of Category	Conditions and Limitations (including length of stay)
A. Business Visitors	
Business visitors means natural persons working in a senior position who are responsible for establishing an enterprise. They do not engage in direct transactions with the general public and do not receive remuneration from a source located within Paraguay.	The period of stay for this category is 90 (ninety) days renewable for the same period.
B. Business Sellers	
Business sellers means natural persons who are representatives of a juridical person of a State Party seeking entry and temporary stay into the territory of another State Party for the purpose of negotiating the sale of services or entering into agreements to sell services for that supplier. They do not engage in making direct sales to the general public and do not receive remuneration from a source located within Paraguay, nor are they commission agents.	The period of stay for this category is 1 (one) year up to 2 (two) years.
C. Contractual Services Suppliers	

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Contractual Services Suppliers refer to employees of a company established abroad that temporarily enter the territory in order to provide a service under a contract.	The term of stay is up to 1 (one) year renewable for the same period.
D. Intra-corporate transferees	
Intra-corporate transferees includes managers, executives, senior personnel and specialists as follows: (a) Executives and senior personnel – persons in the organisation who primarily direct the management of the organisation. They exercise wide latitude in decision-making and receive only supervision or direction from high-level executives, the board of directors or stockholders. They do not directly perform tasks related to the provision of the service(s) of the organisation. (b) Managers – persons in an enterprise or organisation who primarily direct a department or subdivision. They supervise and control the work of other supervisory, professionals or managerial staff. They have the authority to hire or dismiss personnel, recommend their hiring or dismissal or take other personnel action such as promotion or leave authorisation. They exercise discretionary authority over day-to-day activities. Does not include first-line supervisors unless those supervised are professionals, nor employees who primarily	The period of stay for this category is at least 1 (one) year up to 2 (two) years.

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perform tasks required for the provision of the service.

- (c) **Specialists** – persons in an enterprise or organisation who possess knowledge at an advanced level of expertise and who possess proprietary knowledge of the organisation's services, research equipment, techniques or management.

ANNEX 13-A
APPENDIX 13-A-4**SCHEDULE OF COMMITMENTS ON GOVERNMENT PROCUREMENT**
URUGUAY**SECTION A****(CENTRAL ENTITIES)**

This Agreement applies to public procurement conducted by the Uruguayan entities listed in Sections A and C, when the value of public procurement has been estimated, in accordance with Article 13.4 (Valuation of contracts), which is the same or that exceeds:

For Goods and Services:

- From the entry into force of the Agreement until the end of the 10th from its entry into force: SDR 284,091 (two hundred, eighty-four thousand and ninety-one).
- From the 11th (eleventh) year until the end of the 15th (fifteenth) year from the entry into force of this Agreement: SDR 200,000 (two hundred thousand).
- From the 16th (sixteenth) year from the entry into force of the Agreement onwards: SDR 130,000 (one hundred, thirty thousand).

For Construction Services:

- SDR 5,652,032 (five million, six hundred fifty-two thousand and thirty-two) for the construction or public works services specified in Section F.

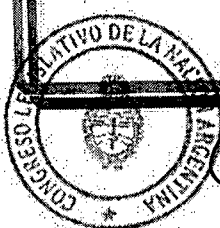
LIST OF ENTITIES

Unless otherwise specified in this Section, all entities / agencies listed below are covered by this Agreement.

A) PODER EJECUTIVO (EXECUTIVE BRANCH)

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1. Presidencia de la República (1) (Presidency of the Republic)
2. Ministerio de Defensa Nacional (2) (Ministry of National Defense)
3. Ministerio del Interior (2) (Ministry of Interior)
4. Ministerio de Economía y Finanzas (Ministry of Economy and Finances)
5. Ministerio de Relaciones Exteriores (Ministry of Foreign Affairs)
6. Ministerio de Ganadería, Agricultura y Pesca (Ministry of livestock, farming and fishing)
7. Ministerio de Industria, Energía y Minería (Ministry of Energy and Mining Industry)
8. Ministerio de Turismo (Ministry of Tourism)
9. Ministerio de Transporte y Obras Públicas (Ministry of Transport and Construction services)
10. Ministerio de Educación y Cultura (Ministry of Education and Culture)
11. Ministerio de Salud Pública (Ministry of Public Health)
12. Ministerio de Trabajo y Seguridad Social (Ministry of Labor and Social Security)
13. Ministerio de Vivienda y Ordenamiento Territorial (Ministry of Housing and Territorial Planning)
14. Ministerio de Desarrollo Social (Development Ministry)
15. Ministerio de Ambiente (Ministry of Environment)

B) PODER LEGISLATIVO (LEGISLATIVE BRANCH)

1. Cámara de Senadores. (Chamber of Senators)
2. Cámara de Representantes (House of Representatives).
3. Asamblea General (General Assembly)
4. Comisión Permanente (Permanent Commission)
5. Comisión Administrativa (Administrative Commission)

C) PODER JUDICIAL (JUDICIAL BRANCH)

1. Suprema Corte de Justicia (Supreme Court of Justice)
2. Tribunales de Apelaciones (Courts of Appeals)
3. Juzgados Letrados de Primera Instancia (Trial Courts of First Instance)
4. Juzgados de Paz Departamentales de la Capital (Departmental Courts of Peace of the Capital)
5. Juzgados de Faltas (Fault Courts)
6. Juzgados de Paz Departamentales del Interior (Departmental Courts of Peace of the Interior)
7. Juzgados de Paz de las Ciudades, Villas o Pueblos del Interior (Courts of Peace of the Cities, Towns or Peoples of the Interior)

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8. Juzgados de Paz Rurales (Rural Peace Courts)
9. Corte Electoral (Electoral Court)
10. Tribunal de Cuentas (Court of Accounts)
11. Tribunal de lo Contencioso Administrativo (Administrative Litigation Court)

URUGUAY'S NOTES TO ITS LIST OF ENTITIES:

(1) The hiring of goods and services by the Presidency of the Republic does not include those carried out by the Central Operative Unit "Plan de Integración Socio-Habitacional "Juntos"", regulated by law number 18829 of 24 October 2011.

(2) Purchases made by the Ministry of Defense and by the Ministry of the Interior do not include purchases of strategic goods listed below:

- armament
- nuclear war material
- fire control equipment
- ammunition and explosives
- missiles
- aircraft and components for aircraft
- equipment for takeoff, landing and ground handling of aircraft
- boats and maritime equipment

Neither are the procurement of goods made by the Ministry of Defense and the Ministry of the Interior covered by Section 2 (Food, Beverage and Tobacco, Textile and Clothing and Leather Products) of the Central Product Classifier (CPC version 1.0. of the United Nations) covered.



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SECTION B

(SUB-CENTRAL ENTITIES)

Uruguay shall consult with its departmental governments with a view to achieving their inclusion in Uruguay's market access offer on a voluntary basis.



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SECTION C

(OTHER ENTITIES)

A) AUTONOMOUS ENTITIES

1. Administración Nacional de Educación Pública (ANEP) (1)
2. Consejo Directivo Central (CODICEN)
3. Instituto Nacional de Colonización (INC)
4. Universidad de la República (UDELAR) (2)
5. Universidad Tecnológica (UTEC)

B) DECENTRALIZED SERVICES

6. Administración Nacional de Correos (ANC)
7. Instituto Uruguayo de Meteorología (INUMET)

URUGUAY'S NOTES TO ITS LIST OF ENTITIES:

- (1) Purchases of the ANEP do not include those that are made to acquire, execute, repair goods or contract services for the maintenance and infrastructure improvements of teaching premises under its dependency.
- (2) Purchases of the University of the Republic do not include those that are made to acquire, execute, repair goods or contract services for scientific research.



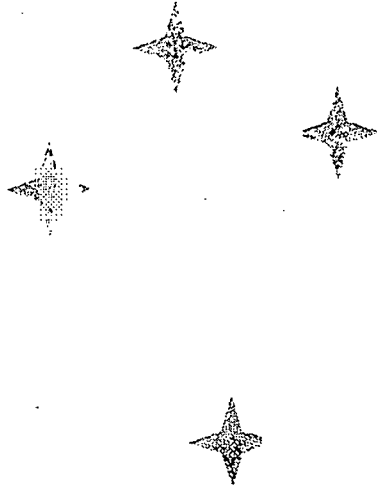
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SECTION D

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(GOODS)

This Agreement applies to all public procurement of goods acquired by entities included in the Sections A and C unless otherwise specified in the Agreement, including its Annexes.



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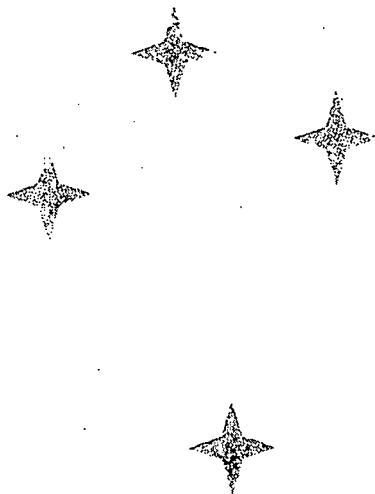
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SECTION E

MERCOSUL

(SERVICES)

This Agreement applies to all public procurement of services contracted by entities included in Sections A and C unless otherwise specified in the Agreement, including its Annexes.



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SECTION F

MERCOSUL

(CONSTRUCTION SERVICES)

The following construction services in the sense of Division 51 of the Central Product Classification as contained in document MTN.GNS/W/120 are covered (others being excluded):

LIST OF CONSTRUCTION SERVICES COVERED

CPC	Description
512	General construction work for buildings
513	General construction work for civil engineering
514, 516	Installation and assembly work
517	Building completion and finishing work
511, 515, 518	Others

NOTES TO SECTION F:

The offer regarding services is subject to the measures listed in Uruguay's Schedule of Specific Commitments in Annex II (Schedules of Specific Commitments for Services)


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SECTION G

MERCOSUL

(GENERAL NOTES)

Unless otherwise provided, the following general notes apply without exception to this Agreement.

1. This Agreement does not apply to:
 - (a) purchases of crude oil and its derivatives, basic oils, lubricant additives and their respective freight charges;
 - (b) energy purchases;
 - (c) purchases of livestock by selection, in the case of specimens with special characteristics;
 - (d) the contracting of financial services;
 - (e) contracts for the delegation of services, such as authorizations, permits and concessions, including the concession of public works;
 - (f) hiring carried out within the framework of the Public Procurement for Development Program.
 - (g) the acquisition of services of agencies or services of fiscal deposits, services of liquidation and administration for regulated financial institutions, nor the services of sale and distribution of public debt;
 - (h) the hiring of non-profit institutions dedicated to social assistance, teaching, research and institutional development.
2. Notwithstanding any provision of this Agreement, in construction services contracts or public works, Uruguay may grant a margin of preference in the price of the offers which may be conditioned to hiring of nationals, in accordance with the requirements of qualification established in Uruguayan laws and regulations.
3. Notwithstanding Chapter 13 (Government Procurement), Uruguay may reserve in each year, purchase contracts subject to the Agreement for an amount equivalent to 15% (fifteen percent) of its total purchases of the previous year, with the object of promoting specific plans of promotion of



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some sector or activity, founded on public policies and instrumented in rules that specify their
content and scope.

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EXCEPTIONS TO THE PUBLIC BIDDING PROCEDURE

Entities may award contracts by other means than the open tender procedures, in any of the following circumstances:

- (a) in the case of construction services or public works, if construction services additional to those originally contracted are required, which respond to unforeseen circumstances and which are necessary for the fulfilment of the objectives of the contract that originated them. However, the total value of the contracts awarded for such additional construction or public works services may not exceed 50 % of the amount of the main contract; and
- (b) if an entity requires consulting services related to aspects of a confidential nature, whose dissemination could reasonably be expected to compromise confidential information of the public sector, cause serious economic disturbances or, similarly, be contrary to the public interest.




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SECTION H

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(MEANS OF PUBLICATION)

Website of the ARCE (State Procurement Regulatory Agency)

<http://www.comprasestatales.gub.uy>

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SECTION I

MERCOSUL

(THRESHOLD ADJUSTMENT FORMULA)

Uruguay shall calculate and convert the value of its thresholds into its national currency, using the conversion rates of the International Monetary Fund (IMF). The conversion rates will be the average of the values of its national currency in terms of the SDR published by the IMF in its monthly "International Financial Statistics", over the two-year period preceding 1 October of the year prior to the thresholds becoming effective. The converted thresholds shall apply from 1 January of the following year and shall be fixed for one year.

The value of the newly calculated thresholds shall be made available by Uruguay, in its national currency, before the respective thresholds take effect.

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ANNEX 11-A
APPENDIX 11-A-5

SCHEDULE OF COMMITMENTS ON MOVEMENT OF NATURAL PERSONS
SINGAPORE

The following sets out Singapore's commitments in accordance with Article 11.4 (Grant of Temporary Entry) in Chapter 11 (Movement of Natural Persons) in respect of the temporary entry and stay of natural persons of a State Party into the territory of another State Party.

Description of Category	Conditions and Limitations (including length of stay)
A. Business Visitors	
Business Visitors are business persons who are seeking temporary entry into Singapore for business activity that is international in scope, and not seeking employment or residence in Singapore. Their primary source of remuneration, principal place of business and predominant place of accrual of profits remain outside Singapore. They may seek entry for the purpose of: a) conducting or attending business-related conferences, seminars or workshops; b) negotiating the sale of services or goods where such negotiations do not involve direct sales to the general public.	Entry of Business Visitors shall be subject to the fulfilment of eligibility requirements prevailing at the time of application. Entry for these Business Visitors is for up to 30 (thirty) days.
B. Intra-Corporate Transferees	

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Intra-corporate transferees refers to managers, executives and specialists, as defined below, who are employees of firms that provide services within Singapore through a branch, subsidiary, or affiliate established in Singapore and who have been in the prior employ of their firms outside Singapore for a period of not less than 1 (one) year immediately preceding the date of their application for admission and who are one of the following:

- (a) **Managers** - persons within an organisation who primarily direct the organisation, or a department or subdivision of the organisation, supervise and control the work of other supervisory, professional or managerial employees, have the authority to hire and fire or recommend hiring, firing, or other personnel actions (such as promotion or leave authorisation), and exercise discretionary authority over day-to-day operations. Does not include first-line supervisors, unless the employees supervised are professionals, nor does it include employees who primarily perform tasks necessary for the provision of the service.
- (b) **Executives** - persons within the organisation who primarily direct the management of the organisation, exercise wide latitude in decision-making, and

Entry of Intra-Corporate Transferees shall be subject to the fulfilment of eligibility requirements prevailing at the time of application.

Entry for these Intra-Corporate Transferees is limited to a three-year period that may be extended for up to 2 (two) additional years, for a total term not exceeding 5 (five) years.

For greater certainty, the extension period is subject to approval, and is subject to the eligibility requirements prevailing at the time of application of extension.

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receive only general supervision or direction from higher-level executives, the board of directors, or stockholders of the business. Executives would not directly perform tasks related to the actual provision of the service or services of the organisation.

- (c) **Specialists** - persons within an organisation who possess knowledge at an advanced level of expertise and who possess proprietary knowledge of the organisation's service, research equipment, techniques, or management. (Specialists may include, but are not limited to, members of licensed professions).

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CHAPTER 12

ELECTRONIC COMMERCE

ARTICLE 12.1

Definitions

For purposes of this Chapter:

- (a) "electronic authentication" means the process or act of verifying the identity of a party to an electronic communication or transaction or¹ ensuring the integrity of an electronic communication;
- (b) "personal information" means any information, including data, about an identified or identifiable natural person;
- (c) "commercial electronic message" means an electronic message which is sent for commercial purposes to an electronic address of a person² through telecommunication services, comprising at least electronic mail and to the extent provided for under domestic laws and regulations, other types of messages; and
- (d) "unsolicited commercial electronic message" means a commercial electronic message that is sent without the consent of the recipient or despite the explicit rejection of the recipient.

ARTICLE 12.2

¹ It is understood that 'or' includes 'and' and thus encompasses situations where both or either functions are performed.

² For greater certainty, the "electronic address of a person" does not cover IP addresses.

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Scope and general principles

1. This Chapter applies to measures adopted or maintained by a State Party with respect to trade by electronic means.
2. Considering the potential that electronic commerce has as an instrument for social and economic development, the State Parties recognise the importance of:
 - (a) clarity, transparency and predictability of their national policy frameworks to facilitate, to the extent possible, the development of electronic commerce;
 - (b) interoperability, innovation and competition to facilitate electronic commerce; and
 - (c) international and national policies concerning electronic commerce taking into account the interests of all users, including enterprises, consumers, non-governmental organisations and relevant public institutions.
3. For greater certainty, measures adopted or maintained by a State Party with respect to trade by electronic means are subject to the relevant provisions of other Chapters and Annexes of this Agreement, including exceptions, reservations, specific commitments or non-conforming measures that are applicable to those obligations.
4. This Chapter shall not apply to:
 - (a) government procurement;
 - (b) information held or processed by, or on behalf of, a State Party or measures related to that information; or
 - (c) subsidies or grants provided by a State Party or a state enterprise, including government-supported loans, guarantees, and insurance.

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5. In the event of an inconsistency between this Chapter and another Chapter, the other Chapter prevails to the extent of the inconsistency.

ARTICLE 12.3

Domestic electronic transactions framework

1. Each State Party shall not deny the legal validity of a transaction, including a contract, solely on the basis that the transaction is in electronic form, except in circumstances provided for under its laws and regulations.
2. For greater certainty, paragraph 1 does not prevent a State Party from requiring that certain categories of contracts be concluded by non-electronic means.
3. Each State Party shall endeavour to:
 - (a) avoid any undue regulatory burden on electronic transactions;
 - (b) facilitate input by interested persons, where appropriate, in the development of its legal framework for electronic transactions; and
 - (c) foster transparency regarding the legal framework for electronic transactions.

ARTICLE 12.4

Electronic authentication

1. Except in circumstances provided for under its laws and regulations, a State Party shall not deny the legal validity of a signature solely on the basis that the signature is in electronic form.



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2. A State Party shall not adopt or maintain measures for electronic authentication that would:
 - (a) prohibit parties to an electronic transaction from mutually determining the appropriate authentication methods for that transaction; or
 - (b) prevent parties to an electronic transaction from having the opportunity to establish before judicial or administrative authorities that their transaction complies with any legal requirements with respect to authentication.
3. Notwithstanding paragraph 2, a State Party may require that, for a particular category of transactions, the method of authentication meets certain performance standards or is certified by an authority accredited in accordance with its laws and regulations.
4. The State Parties shall encourage the use of interoperable electronic authentication and work towards the mutual recognition of electronic authentication.

ARTICLE 12.5

Online consumer protection

1. The State Parties recognise the importance of transparent and effective measures that enhance consumer confidence and trust in electronic commerce. Each State Party shall adopt or maintain measures to proscribe misleading, fraudulent and deceptive commercial activities that cause harm, or potential harm, to consumers engaged³ in electronic commerce.

2. Misleading, fraudulent and deceptive commercial activities include:

³ For the purposes of this Article, the term 'engaged' includes the pre-transaction phase of electronic commerce.

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- (a) making material misrepresentations⁴, including implied factual misrepresentations, or false claims as to matters such as qualities, price, suitability for purpose, quantity or origin of goods or services;
- (b) advertising goods or services for supply without intention or reasonable capability to supply;
- (c) failing to deliver goods or provide services to a consumer after the consumer is charged unless justified on reasonable grounds; or
- (d) charging a consumer for services or goods not requested.

3. To protect consumers engaged in electronic commerce, each State Party shall endeavour to adopt or maintain measures that aim to ensure:

- (a) that suppliers of goods and services deal fairly and honestly with consumers;
- (b) that suppliers provide complete, accurate, and transparent information on goods and services including any terms and conditions of purchase; and
- (c) the safety of goods and, where applicable, services during normal or reasonably foreseeable use.

4. The State Parties recognise the importance of affording to consumers who are engaged in electronic commerce consumer protection at a level not less than that afforded to consumers who are engaged in other forms of commerce.

5. The State Parties recognise the importance of cooperation between their respective consumer protection agencies or other relevant bodies including the exchange of information and experience, as well as cooperation in appropriate cases of mutual concern regarding the violation of consumer

⁴ For the purposes of this Article, material misrepresentations refer to misrepresentations that are likely to affect a consumer's conduct or decision to use or purchase a good or service.

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rights in relation to electronic commerce in order to enhance online consumer protection, where mutually agreed.

6. The State Parties shall endeavour to promote access to, and awareness of, consumer redress or recourse mechanisms, including for consumers transacting cross-border.

ARTICLE 12.6

Unsolicited commercial electronic communication

1. State Parties recognise the importance of promoting confidence and trust in electronic commerce, including through transparent and effective measures that limit unsolicited commercial electronic messages.

2. Each State Party shall adopt or maintain measures that:

- (a) require suppliers of commercial electronic messages to facilitate the ability of recipients to prevent ongoing reception of those messages;
- (b) require the consent, as specified in the laws or regulations of each State Party, of recipients to receive commercial electronic messages; or

(c) otherwise provide for the minimisation of unsolicited commercial electronic messages.

3. Each State Party shall endeavour to ensure that commercial electronic messages are clearly identifiable as such, clearly disclose on whose behalf they are sent, and contain the necessary information to enable recipients to request cessation free of charge and at any time.

4. Each State Party shall endeavour to provide access to either redress or recourse against suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraph 2.


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5. The State Parties shall endeavour to cooperate in appropriate cases of mutual concern regarding the regulation of unsolicited commercial electronic messages.

ARTICLE 12.7

Paperless trading

1. Each State Party shall endeavour to make any form issued or controlled by its customs authority and other government agencies for export, import and transit available to the public in electronic format.
2. Each State Party shall endeavour to accept any form issued or controlled by its customs authority and other government agencies for export, import and transit submitted electronically as the legal equivalent of the paper version of those documents.
3. A State Party shall not be required to apply paragraphs 1 and 2 where:
 - (a) there is an international legal requirement to the contrary; or
 - (b) doing so would reduce the effectiveness of the trade administrative process.
4. Each State Party shall endeavour to develop data exchange systems to support the exchange of electronic records used in commercial cross-border trading activities of enterprises within each State Party's respective territory.

ARTICLE 12.8

Electronic invoicing

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1. The State Parties recognise the importance of electronic invoicing to increase the efficiency, accuracy and reliability of commercial transactions.
2. The State Parties also recognise the benefits of interoperable electronic invoicing systems in the context of international trade and the importance of exchanging information on the adoption of best practices related to interoperable systems for electronic invoicing.

ARTICLE 12.9

Cooperation

Recognising the global nature of electronic commerce, the State Parties shall endeavour to:

- (a) work together to facilitate the use of electronic commerce by small and medium sized enterprises;
- (b) share information and experiences on laws, regulations, and programs in the sphere of electronic commerce, including those related to the protection of personal information, consumer confidence and protection, security in electronic communication, e-government, the recognition of electronic signatures, including digital signatures, and facilitation of interoperable cross border electronic authentication;
- (c) work together to promote cross-border information flows to support a dynamic environment for electronic commerce;
- (d) encourage development by the private sector of methods of self-regulation that foster electronic commerce, including codes of conduct, model contracts, guidelines and enforcement mechanisms;
- (e) participate actively in regional and multilateral forums to promote the development of electronic commerce, including in relation to the development and application of international


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standards for electronic commerce; and

- (f) promote information and communications technologies accessibility for people with specific needs, including persons with disabilities, and under-represented groups, including indigenous peoples, people living in rural and remote areas, women and girls, and youth and children.

ARTICLE 12.10

Cooperation on cybersecurity matters

The State Parties recognise the importance of:

- (a) building the capabilities of their national entities responsible for cyber security, including computer security incident response; and
- (b) using existing collaboration mechanisms to cooperate on matters related to cyber security, including to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the State Parties.

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CHAPTER 13

GOVERNMENT PROCUREMENT

ARTICLE 13.1

Introduction

This Chapter is based on Special and Differential Treatment for Signatory MERCOSUR States with a view to enabling the opportunity for Signatory MERCOSUR States to enjoy the full benefits of this Chapter in an effective and balanced manner. Special and Differential Treatment provisions for Signatory MERCOSUR States –necessary to preserve and promote their economic development through, *inter alia*, differentiated thresholds, the possibility to apply offsets, policies favoring Micro, Small and Medium Enterprises (hereinafter referred to as "MSMEs"), or excluding specific goods and services– shall be reflected in this Chapter, taking into consideration the different levels of development amongst the State Parties. Paraguay's double asymmetric condition being landlocked and of a relatively lower economic development shall be given additional considerations than those given to other Signatory MERCOSUR States in general.

ARTICLE 13.2

Scope and coverage

1. This Chapter shall apply to any measure regarding covered procurement, whether or not it is conducted by electronic means.

2. For the purposes of this Chapter, covered procurement means procurement for governmental purposes:

(a) of goods, services, or any combination thereof:

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- (i) as specified in each State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement); and
 - (ii) not procured with a view to commercial sale or resale, or for use in the production or supply of goods or services for commercial sale or resale;
- (b) by any contractual means, including: purchase; lease; and rental or hire purchase, with or without an option to buy;
- (c) for which the value, as estimated in accordance with Article 13.4 (Valuation of Contracts), equals or exceeds the relevant threshold specified in a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) at the time of publication of a notice in accordance with Article 13.13 (Notices);
- (d) by a procuring entity; and
- (e) that is otherwise not excluded from coverage in paragraph 3 or in a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).
3. Except where provided otherwise in a State Party's Appendix, this Chapter shall not apply to:
- (a) the acquisition or rental of land, existing buildings or other immovable property or the rights thereon;
 - (b) non-contractual agreements or any form of assistance that a State Party provides, including cooperative agreements, grants, loans, equity infusions, guarantees and fiscal incentives;
 - (c) the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;

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- (d) public employment contracts;
- (e) procurement conducted:
 - (i) for the specific purpose of providing international assistance, including development aid;
 - (ii) under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project; or
 - (iii) under the particular procedure or condition of an international organisation, or funded by international grants, loans or other assistance where the applicable procedure or condition would be inconsistent with this Chapter.
- (f) public procurement undertaken among public entities, regardless of whether they are included in Sections A, B and C of a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement); or
- (g) procurement made outside the territory of a State Party, for consumption outside the territory of that State Party;

4. Each State Party shall specify the following information in its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement):

- (a) in Section A (Central Entities), the central government entities whose procurement is covered by this Chapter;
- (b) in Section B (Sub-central Entities), the sub-central government entities whose procurement is covered by this Chapter;
- (c) in Section C (Other Entities), all other entities whose procurement is covered by this Chapter;

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- (d) in Section D (Goods), the goods covered by this Chapter;
- (e) in Section E (Services), the services, other than construction services, covered by this Chapter;
- (f) in Section F (Construction Services), the construction services covered by this Chapter;
- (g) in Section G (General Notes), any General Notes;
- (h) In Section H (Means of Publication), means of publications; and
- (i) In Section I (Threshold Adjustment Formula), the applicable Threshold Adjustment Formula.

ARTICLE 13.3

Definitions

For the purposes of this Chapter:

- (a) "commercial goods or services" means goods or services of a type generally sold or offered for sale in the commercial marketplace to, and customarily purchased by, nongovernmental buyers for nongovernmental purposes;
- (b) "construction service" means a service that has as its objective the realisation by whatever means of civil or building works, based on Division 51 of the United Nations Provisional Central Product Classification ("CPC");
- (c) "days" means calendar days;
- (d) "electronic auction" means an iterative process that involves the use of electronic means for the presentation by suppliers of either new prices, or new values for quantifiable non-price elements of the tender related to the evaluation criteria, or both, resulting in a ranking or re-ranking of tenders;



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- (e) "in writing" or "written" means any worded or numbered expression that can be read, reproduced and later communicated. It may include electronically transmitted and stored information;
- (f) "juridical person" means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any branch, corporation, trust, partnership, joint venture, sole proprietorship or association;
- (g) "limited tendering" means a procurement procedure whereby the procuring entity contacts a supplier or suppliers of its choice;
- (h) "measure" means any law, regulation, procedure, administrative guidance or practice, or any action of a procuring entity relating to a covered procurement;
- (i) "multi-use list" means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once;
- (j) "natural person" means a national or permanent resident of a Signatory MERCOSUR State or a national of Singapore;
- (k) "notice of intended procurement" means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both;
- (l) "offsets" means any condition or undertaking that encourages local development or improves a State Party's balance-of-payments accounts, such as the use of domestic content, the licensing of technology, investment, counter-trade and similar action or requirement;
- (m) "open tendering" means a procurement procedure whereby all interested suppliers may submit a tender;
- (n) "person" means a natural person or a juridical person;

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- (o) "procuring entity" means an entity covered under a State Party's Sections A, B or C to this Chapter;
- (p) "publish" means to disseminate information through paper or electronic means that is distributed widely and is readily accessible to the general public;
- (q) "qualified supplier" means a supplier that a procuring entity recognises as having satisfied the conditions for participation;
- (r) "selective tendering" means a procurement procedure whereby only qualified suppliers are invited by the procuring entity to submit a tender;
- (s) "services" includes construction services, unless otherwise specified;
- (t) "standard" means a document approved by a recognised body that provides for common and repeated use, rules, guidelines or characteristics for goods or services, or related processes and production methods, with which compliance is not mandatory. It may also include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements as they apply to a good, service, process or production method;
- (u) "supplier" means a person or group of persons that provides or could provide goods or services to a procuring entity; and
- (v) "technical specification" means a tendering requirement that:
 - (i) lays down the characteristics of goods or services to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or
 - (ii) addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a good or service.

ARTICLE 13.4

Valuation of contracts

1. In estimating the value of a procurement for the purpose of ascertaining whether it is a covered procurement, a procuring entity shall:
 - (a) neither divide a procurement into separate procurements nor select or use a particular valuation method for estimating the value of a procurement with the intention of totally or partially excluding it from the application of this Chapter; and
 - (b) include the estimated maximum total value of the procurement over its entire duration, whether awarded to one or more suppliers, taking into account:
 - (i) all forms of remuneration, including premiums, fees, commissions, interest or other revenue stream that may be provided for under the contract; and
 - (ii) where the procurement provides for the possibility of options, the total value of such options.
2. Where an individual requirement for a procurement results in the award of more than one contract, or in the award of contracts in separate parts ("recurring contracts"), the calculation shall be based on the estimated maximum total value of the procurement. The estimation of the maximum total value may be based on:
 - (a) the value of recurring contracts of the same type of good or service awarded during the preceding 12 (twelve) months or the procuring entity's preceding fiscal year, adjusted, where possible, to take into account anticipated changes in the quantity or value of the good or service being procured over the following 12 (twelve) months; or

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- (b) The estimated value of recurring contracts of the same type of good or service to be awarded during the 12 (twelve) months following the initial contract award or the procuring entity's fiscal year.
3. In the case of procurement by lease, rental or hire purchase of goods or services, or procurement for which a total price is not specified, the basis for valuation may be:
- (a) in the case of a fixed-term contract:
- (i) where the term of the contract is 12 (twelve) months or less, the total estimated maximum value for its duration; or
- (ii) where the term of the contract exceeds 12 (twelve) months, the total estimated maximum value, including any estimated residual value;
- (b) where a State Party's laws and regulations allow for contracts to be concluded for an indefinite period and a total price is not specified, the estimated monthly installment multiplied by 48 (forty-eight); and
- (c) where it is not certain whether the contract is to be a fixed-term contract, valuation based on subparagraph (b).

ARTICLE 13.5

Security and general exceptions

1. Nothing in this Chapter shall be construed to prevent any State Party from taking any action or not disclosing any information that it considers necessary for the protection of its essential security interests relating to the procurement of arms, ammunition or war materials, or to procurement indispensable for national security or for national defence purposes.



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2. Subject to the requirement that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between State Parties where the same conditions prevail, or a disguised restriction on international trade, nothing in this Chapter shall be construed to prevent any State Party from imposing or enforcing measures:

- (a) necessary to protect public morals, order or safety;
- (b) necessary to protect human, animal or plant life or health;
- (c) necessary to protect intellectual property; or
- (d) relating to goods or services of persons with disabilities, philanthropic institutions or prison labour.

3. The State Parties understand that subparagraph (b) of paragraph 2 includes environmental measures necessary to protect human, animal, or plant life or health.

Article 13.6

National Treatment and non-discrimination

1. With respect to any measure related to covered procurement:

- (a) Singapore, including its procuring entities, shall accord immediately and unconditionally to the goods and services of the Signatory MERCOSUR States and to the suppliers of the Signatory MERCOSUR States offering such goods and services, treatment no less favorable than the treatment accorded to its own goods, services and suppliers; and
- (b) each Signatory MERCOSUR State, including its procuring entities, shall accord immediately and unconditionally to the goods and services of Singapore and to the suppliers of Singapore offering such goods and services, treatment no less favorable than the treatment accorded to its own goods, services and suppliers.



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2. With respect to any measure regarding covered procurement, Singapore and each Signatory MERCOSUR State, including their respective procuring entities, shall not:

- (a) treat a locally established supplier of another State Party less favourably than another locally established supplier on the basis of degree of foreign affiliation to, or ownership by, a person of that other State Party; nor
- (b) discriminate against a locally established supplier on the basis that the goods or services offered by that supplier for a particular procurement are goods or services of another State Party.

3. This Article shall not apply to customs duties and charges of any kind imposed on, or in connection with, importation, the method of levying such duties and charges, or to other import regulations or formalities and measures affecting trade in services different from the ones which specifically regulate covered procurement under this Chapter.

ARTICLE 13.7

Use of electronic means

1. The State Parties shall conduct covered procurement by electronic means to the widest extent possible and may cooperate in developing and expanding the use of electronic means in government procurement systems.

2. When conducting covered procurement by electronic means, a procuring entity shall:

- (a) ensure that the procurement is conducted using information technology systems and software, including those related to authentication and encryption of information, that are generally available and inter-operable with other generally available information technology systems and software; and


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- (b) maintain mechanisms that ensure the integrity of requests for participation and tenders, including establishment of the time of receipt and the prevention of inappropriate access.

ARTICLE 13.8

Conduct of procurement

1. A procuring entity shall conduct covered procurement in a transparent and impartial manner that:
 - (a) is consistent with this Chapter, using procedures such as open tendering, selective tendering and limited tendering;
 - (b) avoids conflicts of interest; and
 - (c) prevents corrupt practices.
2. A State Party may establish or maintain sanctions against such corrupt practices consistent with its laws and regulations.
3. For greater certainty, nothing in this Chapter shall be construed to prevent a State Party from developing new procurement policies, procedures or contractual means, provided that they are not inconsistent with this Chapter.

ARTICLE 13.9

Rules of origin

For the purposes of covered procurement, a State Party shall not apply rules of origin to goods imported from another State Party that are different from the rules of origin that the State Party applies at the same time in the normal course of trade to imports of the same goods from the same State Party.



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ARTICLE 13.10

Denial of benefits

A State Party may deny the benefits of this Chapter to a service supplier of another State Party if such supplier:

- (a) is a juridical person of that other State Party not engaged in substantive business operation in the territory of that other State Party; or
- (b) is a person that supplies the service from the territory of a non-Party.

ARTICLE 13.11

Offsets

Signatory MERCOSUR States may, in the qualification and selection of suppliers, goods or services, or in the evaluation of tenders and award of contracts, impose, seek or consider offsets.

ARTICLE 13.12

Information on the procurement system

Each State Party shall:

- (a) promptly publish any law, regulation, judicial decision or administrative ruling of general application, standard contract clause mandated by law or regulation and incorporated by reference in notices or tender documentation and procedure regarding covered procurement,




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and any modifications thereof, in an officially designated electronic or paper medium that is widely disseminated and remains readily accessible to the public; and

- (b) provide an explanation thereof to another State Party, on request.
2. Each State Party shall list in Section H (Means of Publication) of its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement):
- (a) the electronic or paper media in which the State Party publishes the information described in subparagraph (a) of paragraph 1; and
 - (b) the electronic or paper media in which the State Party publishes the notices required by Article 13.13 (Notices), Article 13.15(7) (Qualification of Suppliers), and Article 13.22(2) (Transparency of Procurement Information).
3. Each State Party shall promptly notify the other State Parties of any modification to the State Party's information listed in Section H (Means of Publication) of its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).

ARTICLE 13.13

Notices

1. For each covered procurement, a procuring entity shall publish a notice of intended procurement in the appropriate paper or electronic medium listed in Section H (Means of Publication) of the State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement), except in the circumstances described in Article 13.19 (Limited Tendering). Such medium shall be widely disseminated and such notice shall remain readily accessible to the public, at least until the expiration of the time period indicated in the notice. Procuring entities are encouraged to publish their notices by electronic means free of charge through a single point of access.

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2. Unless otherwise provided for in this Chapter, each notice of intended procurement shall include the following information, unless that information is provided in the tender documentation that is made available free of charge to all interested suppliers at the same time as the notice of intended procurement:

- (a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any;
- (b) a description of the procurement, including the nature and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity;
- (c) for recurring contracts, an estimate, if possible, of the timing of subsequent notices of intended procurement;
- (d) a description of options, if any;
- (e) the timeframe for delivery of goods or services or the duration of the contract;
- (f) the procurement procedure that will be used and whether it will involve negotiation or electronic auction;
- (g) where applicable, the address and any final date for the submission of requests for participation in the procurement;
- (h) the address and the final date for the submission of tenders;
- (i) the language or languages in which tenders or requests for participation may be submitted, if they may be submitted in a language other than an official language of the State Party of the procuring entity;



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- (j) a list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by suppliers in connection therewith; and
- (k) where, pursuant to Article 13.15 (Qualification of Suppliers), a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, where applicable, any limitation on the number of suppliers that will be permitted to tender.

3. For each case of intended procurement, a procuring entity shall publish a summary notice that is readily accessible, at the same time as the publication of the notice of intended procurement in one of the WTO official languages. The summary notice shall contain at least the following information:

- (a) the subject matter of the procurement;
- (b) the final date for the submission of tenders or, where applicable, any final date for the submission of requests for participation in the procurement or for inclusion on a multi-use list; and
- (c) the address from which documents relating to the procurement may be requested.

4. Procuring entities are encouraged to publish in the appropriate paper or electronic medium listed in Section H (Means of Publication) of the State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement), as early as possible in each fiscal year, a notice regarding their future procurement plans ("notice of planned procurement"). The notice of planned procurement should include the subject matter of the procurement and the planned date or indicative period of the publication of the notice of intended procurement.

5. A procuring entity covered under Section B (Sub-Central Entities) and Section C (Other Entities) of a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) may use a notice of planned procurement as a notice of intended procurement



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provided that the notice of planned procurement includes as much of the information referred to in paragraph 2 as is available to the procuring entity and a statement that interested suppliers should express their interest in the procurement to the procuring entity.

ARTICLE 13.14

Conditions for participation

1. A procuring entity shall limit any conditions for participation in a procurement to those that are essential to ensure that a supplier has the legal and financial capacities and the commercial and technical abilities to undertake the relevant procurement.
2. In establishing the conditions for participation, a procuring entity:
 - (a) shall not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously been awarded one or more contracts by a procuring entity of that State Party or that the supplier has prior work experience in the territory of a given State Party; and
 - (b) may require relevant prior experience where essential to meet the requirements of the procurement.
3. In assessing whether a supplier satisfies the conditions for participation, a procuring entity:
 - (a) shall evaluate the financial capacity and the commercial and technical abilities of a supplier on the basis of that supplier's business activities both inside and outside the territory of the State Party of the procuring entity; and
 - (b) shall base its evaluation on the conditions that the procuring entity has specified in advance in notices or tender documentation.
4. Where there is supporting evidence, a State Party, including its procuring entities, may exclude a supplier on grounds such as:

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- (a) bankruptcy;
- (b) false declarations;
- (c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (d) final judgments in respect of serious crimes or other serious offences;
- (e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier;
- (f) failure to pay taxes; or
- (g) other sanctions and grounds provided for in a State Party's laws and regulations that disqualify the supplier to contract with entities of that State Party provided that these sanctions and grounds are not inconsistent with the Chapter.

ARTICLE 13.15

Qualification of suppliers

1. A State Party may maintain a supplier registration system under which interested suppliers are required to register and provide certain information.
2. Each State Party shall endeavour to ensure that:
 - (a) its procuring entities make efforts to minimise differences in their qualification procedures; and

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- (b) where its procuring entities maintain registration systems, the entities make efforts to minimise differences in their registration systems.

3. A State Party that uses supplier registration systems or qualification procedures shall not adopt or apply such systems or procedures with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers of another State Party in its procurement. A State Party shall ensure that all requirements for inclusion in such supplier registration system or for participation in such qualification procedure are publicly available.

4. If a State Party provides for the possibility for a procuring entity to use selective tendering, the procuring entity shall:

- (a) include in the notice of intended procurement at least the information specified in subparagraphs (a), (b), (f), (g), (j) and (k) of Article 13.13(2) (Notices) and invite suppliers to submit a request for participation; and
- (b) provide, by the commencement of the time period for tendering, at least the information specified in subparagraphs (c), (d), (e), (h) and (i) of Article 13.13(2) (Notices) to the qualified suppliers that it notifies as specified in sub-paragraph (b) of Article 13.17(3) (Time periods).

5. A procuring entity shall allow all qualified suppliers to participate in a particular procurement, unless the procuring entity states in the notice of intended procurement any limitation on the number of suppliers that will be permitted to tender and the criteria for selecting the limited number of suppliers.

6. Where the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 4, a procuring entity shall ensure that those documents are made available at the same time to all the qualified suppliers selected in accordance with paragraph 5.

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7. A procuring entity, where the laws and regulations of the State Party to which it belongs permit, may maintain a multi-use list of suppliers, provided that a notice inviting interested suppliers to apply for inclusion on the list is:

- (a) published annually; and
- (b) where published by electronic means, made available continuously,

in the appropriate medium listed in Section H (Means of Publication) of the State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).

8. The notice provided for in paragraph 7 shall include:

- (a) a description of the goods or services, or categories thereof, for which the list may be used;
- (b) the conditions for participation to be satisfied by suppliers for inclusion on the list and the methods that the procuring entity will use to verify that a supplier satisfies the conditions;
- (c) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the list;
- (d) the period of validity of the list and the means for its renewal or termination, or, where the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list; and
- (e) an indication that the list may be used for procurement covered by this Chapter.

9. Notwithstanding paragraph 7, where a multi-use list will be valid for 3 (three) years or less, a procuring entity may publish the notice referred to in paragraph 7 only once, at the beginning of the period of validity of the list, provided that the notice:

- (a) states the period of validity and that further notices will not be published; and



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(b) is published by electronic means and is made available continuously during the period of its validity.

10. A procuring entity shall allow suppliers to apply at any time for inclusion on a multi-use list and shall include on the list all qualified suppliers within a reasonably short time.

11. Where a supplier that is not included on a multi-use list submits a request for participation in a procurement based on a multi-use list and all required documents, within the time period provided for in Article 13.17(2) (Time periods), a procuring entity shall examine the request. The procuring entity shall not exclude the supplier from consideration in respect of the procurement on the grounds that the procuring entity has insufficient time to examine the request, unless, in exceptional cases, due to the complexity of the procurement, the procuring entity is not able to complete the examination of the request within the time period allowed for the submission of tenders.

12. A procuring entity covered under Section B (Sub-Central Entities) and Section C (Other Entities) of a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) may use a notice inviting suppliers to apply for inclusion on a multi-use list as a notice of intended procurement, provided that:

(a) the notice is published in accordance with paragraph 7 and includes the information required under paragraph 8, as much of the information required under Article 13.13(2) (Notices) as is available, and a statement that it constitutes a notice of intended procurement or that only the suppliers on the multi-use list will receive further notices of procurement covered by the multi-use list; and

(b) the procuring entity promptly provides to suppliers that have expressed to the procuring entity an interest in a given procurement, sufficient information to permit them to assess their interest in the procurement, including all remaining information required in Article 13.13(2) (Notices), to the extent that such information is available.

13. A procuring entity covered under Section B (Sub-Central Entities) and Section C (Other Entities) of a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) may allow a supplier that has applied for inclusion on a multi-use list in accordance



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with paragraph 10 to tender in a given procurement, where there is sufficient time for the procuring entity to examine whether the supplier satisfies the conditions for participation.

14. A procuring entity shall promptly inform any supplier that submits a request for participation in a procurement or application for inclusion on a multi-use list of the procuring entity's decision with respect to the request or application.

15. Where a procuring entity rejects a supplier's request for participation in a procurement or application for inclusion on a multi-use list, ceases to recognise a supplier as qualified, or removes a supplier from a multi-use list, the procuring entity shall promptly inform the supplier and, on request of the supplier, promptly provide the supplier with a written explanation of the reasons for its decision.

ARTICLE 13.16

Technical specifications and tender documentation

1. A procuring entity shall not prepare, adopt or apply any technical specification or prescribe any conformity assessment procedure with the purpose or the effect of precluding competition, discriminating between suppliers, or otherwise creating unnecessary obstacles to trade between the State Parties.

2. In prescribing the technical specifications for the goods or services being procured, a procuring entity shall, where appropriate:

- (a) set out the technical specification in terms of performance and functional requirements, rather than design or descriptive characteristics; and
- (b) base the technical specification on international standards, where such exist; otherwise, on national technical regulations, recognised national standards or building codes.



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3. Where design or descriptive characteristics are used in the technical specifications, a procuring entity should indicate, where appropriate, that it will consider tenders of equivalent goods or services that demonstrably fulfill the requirements of the procurement by including words such as "or equivalent" in the tender documentation.

4. A procuring entity shall not prescribe technical specifications that require or refer to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in such cases, the procuring entity includes words such as "or equivalent" in the tender documentation.

5. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.

6. For greater certainty, a State Party, including its procuring entities, may, in accordance with this Article, prepare, adopt or apply technical specifications to promote the conservation of natural resources or protect the environment.

7. A procuring entity shall make available to suppliers tender documentation that includes all information necessary to permit suppliers to prepare and submit responsive tenders. Unless already provided in the notice of intended procurement, such documentation shall include a complete description of:

- (a) the procurement, including the nature and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity assessment certification, plans, drawings or instructional materials;
- (b) any conditions for participation of suppliers, including a list of information and documents that suppliers are required to submit in connection with the conditions for participation;



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- (c) all evaluation criteria the procuring entity will apply in the awarding of the contract, and, except where price is the sole criterion, the relative importance of such criteria;
- (d) where the procuring entity will conduct the procurement by electronic means, any authentication and encryption requirements or other requirements related to the submission of information by electronic means;
- (e) where the procuring entity will hold an electronic auction, the rules, including identification of the elements of the tender related to the evaluation criteria, on which the auction will be conducted;
- (f) where there will be a public opening of tenders, the date, time and place for the opening and, where appropriate, the persons authorised to be present;
- (g) any other terms or conditions, including terms of payment and any limitation on the means by which tenders may be submitted, such as whether on paper or by electronic means; and
- (h) any dates for the delivery of goods or the supply of services.

8. In establishing any date for the delivery of goods or the supply of services being procured, a procuring entity shall take into account such factors as the complexity of the procurement, the extent of subcontracting anticipated and the realistic time required for production, de-stocking and transport of goods from the point of supply or for supply of services.

9. The evaluation criteria set out in the notice of intended procurement or tender documentation may include, among others, price and other cost factors, quality, technical merit, environmental characteristics and terms of delivery.

10. A procuring entity shall promptly provide, on request, the tender documentation to any interested supplier, and reply to any reasonable request for relevant information by an interested or participating supplier, or make the information available, provided that the information does not



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give that supplier an advantage over other suppliers and that the request was presented within the time limits set out in the notice of intended procurement or the tender documentation.

11. A procuring entity may require bidders to provide guarantees for maintaining the offer, and the successful bidder to provide a guarantee for the execution of the contract.

12. Where, prior to the award of a contract, a procuring entity modifies the criteria or requirements set out in the notice of intended procurement or tender documentation provided to participating suppliers, or amends or reissues a notice or tender documentation, it shall transmit in writing all such modifications or amended or reissued notice or tender documentation:

- (a) to all suppliers that are participating at the time of the modification, amendment or reissuance, where such suppliers are known to the procuring entity, and in all other cases, in the same manner as the original information was made available; and
- (b) in adequate time to allow such suppliers to modify and resubmit amended tenders, as appropriate.

ARTICLE 13.17

Time periods

1. A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for suppliers to prepare and submit requests for participation and responsive tenders, taking into account such factors as:

- (a) the nature and complexity of the procurement;
- (b) the extent of subcontracting anticipated; and



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- (c) the time necessary for transmitting tenders by nonelectronic means from foreign as well as domestic points where electronic means are not used.

Such time periods, including any extension of the time periods, shall be the same for all interested or participating suppliers.

2. A procuring entity that uses selective tendering shall establish that the final date for the submission of requests for participation shall not, in principle, be less than 25 (twenty-five) days from the date of publication of the notice of intended procurement. Where a state of urgency duly substantiated by the procuring entity renders this time period impracticable, the time period may be reduced to not less than 10 (ten) days.

3. Except as provided for in paragraphs 4, 5, 7 and 8, a procuring entity shall establish that the final date for the submission of tenders shall not be less than 40 (forty) days from the date on which:

- (a) in the case of open tendering, the notice of intended procurement is published; or
- (b) in the case of selective tendering, the procuring entity notifies suppliers that they will be invited to submit tenders, whether or not it uses a multi-use list.

4. A procuring entity may reduce the time period for tendering established in accordance with paragraph 3 to not less than 10 (ten) days where:

- (a) The procuring entity has published a notice of planned procurement as described in Article 13.13(4) (Notices) at least 40 (forty) days and not more than 12 (twelve) months in advance of the publication of the notice of intended procurement, and the notice of planned procurement contains:

- (i) a description of the procurement;
- (ii) the approximate final dates for the submission of tenders or requests for participation;

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- (iii) the address from which documents relating to the procurement may be obtained; and
 - (iv) as much of the information that is required for the notice of intended procurement under Article 13.13(2) (Notices), as is available;
 - (b) the procuring entity, for recurring contracts, indicates in an initial notice of intended procurement that subsequent notices will provide time periods for tendering based on this paragraph; or
 - (c) a state of urgency duly substantiated by the procuring entity renders the time period for tendering established in accordance with paragraph 3 impracticable.
5. A procuring entity may reduce the time period for tendering established in accordance with paragraph 3 by 5 (five) days for each one of the following circumstances:
- (a) the notice of intended procurement is published by electronic means;
 - (b) all the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement; or
 - (c) the procuring entity accepts tenders by electronic means.

6. The use of paragraph 5, in conjunction with paragraph 4, shall in no case result in the reduction of the time period for tendering established in accordance with paragraph 3 to less than 10 (ten) days from the date on which the notice of intended procurement is published.

7. Notwithstanding any other provision in this Article, where a procuring entity purchases commercial goods or services, or any combination thereof, it may reduce the time period for tendering established in accordance with paragraph 3 to not less than 13 (thirteen) days, provided that it publishes by electronic means, at the same time, both the notice of intended procurement and the tender documentation. In addition, where the procuring entity accepts tenders for commercial goods or services by electronic means, it may reduce the time period established in accordance with paragraph 3 to not less than 10 (ten) days.

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8. Where a procuring entity that is covered under Section B (Sub-Central Entities) or Section C (Other Entities) of a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) has selected all or a limited number of qualified suppliers, the time period for tendering may be fixed by mutual agreement between the procuring entity and the selected suppliers. In the absence of agreement, the period shall not be less than 10 (ten) days.

ARTICLE 13.18

Negotiations

1. A State Party may provide for its procuring entities to conduct negotiations:
 - (a) where the procuring entity has indicated its intent to conduct negotiations in the notice of intended procurement required under Article 13.13(2) (Notices); or
 - (b) where it appears from the evaluation that no tender is obviously the most advantageous in terms of the specific evaluation criteria set out in the notice of intended procurement or tender documentation.
2. A procuring entity shall:
 - (a) ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice of intended procurement or tender documentation; and
 - (b) where negotiations are concluded, provide a common deadline for the remaining participating suppliers to submit any new or revised tenders.

ARTICLE 13.19



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Limited tendering

1. Provided that it does not use this provision for the purpose of avoiding competition among suppliers or in a manner that discriminates against suppliers of another State Party or protects domestic suppliers, a procuring entity may use limited tendering, and according to its laws and regulations, may choose not to apply Article 13.13 (Notices), Article 13.14 (Conditions for Participation), Article 13.15 (Qualification of Suppliers), Article 13.16(7) to (11) (Technical Specifications and Tender Documentation), Article 13.17 (Time periods), Article 13.18 (Negotiations), Article 13.20 (Electronic Auctions) and Article 13.21 (Treatment of Tenders and Awarding of Contracts) only under any of the following circumstances:

(a) where:

- (i) no tenders were submitted or no suppliers requested participation;
- (ii) no tenders that conform to the essential requirements of the tender documentation were submitted;
- (iii) no suppliers satisfied the conditions for participation; or
- (iv) the tenders submitted have been collusive,

provided that the requirements of the tender documentation are not substantially modified;

(b) where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:

- (i) the requirement is for a work of art;
- (ii) the protection of patents, copyrights or other exclusive rights; or
- (iii) due to an absence of competition for technical reasons;



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- (c) for additional deliveries by the original supplier of goods or services that were not included in the initial procurement where a change of supplier for such additional goods or services:
 - (i) cannot be made for economic or technical reasons such as requirements of interchangeability or inter-operability with existing equipment, software, services or installations procured under the initial procurement; and
 - (ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity;
- (d) insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the goods or services could not be obtained in time using open tendering or selective tendering;
- (e) for goods purchased on a commodity market;
- (f) where a procuring entity procures a prototype or a first good or service that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs. Subsequent procurements of these developed goods or services, however, shall not be subject to this subparagraph.
- (g) for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership or bankruptcy, but not for routine purchases from regular suppliers;
- (h) where a contract is awarded to a winner of a design contest provided that:

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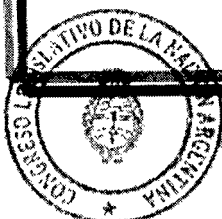
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- (i) the contest has been organised in a manner that is consistent with the principles of this Chapter, in particular relating to the publication of a notice of intended procurement; and
 - (ii) the participants are judged by an independent jury with a view to a design contract being awarded to a winner; or
 - (i) where additional construction services that were not included in the initial contract but that were within the objectives of the original tender documentation have, due to unforeseeable circumstances by the procuring entity, become necessary to complete the construction services described therein. However, the total value of contracts awarded for additional construction services shall not exceed the limits set forth in the laws and regulations of a State Party, which shall in no case exceed 50 % of the value of the main contract.
2. A procuring entity shall maintain records or prepare a report in writing on each contract awarded under paragraph 1. The records or the report shall include the name of the procuring entity, the value and kind of goods or services procured and a statement indicating the circumstances and conditions described in paragraph 1 that justified the use of limited tendering.

ARTICLE 13.20

Electronic auctions

1. Where a procuring entity intends to conduct a covered procurement using an electronic auction, the procuring entity shall provide each participant, before commencing the electronic auction, with:
- (a) the automatic evaluation method, including the mathematical formula, that is based on the evaluation criteria set out in the tender documentation and that will be used in the automatic ranking or reranking during the auction;
 - (b) the results of any initial evaluation of the elements of its tender where the contract is to be awarded on the basis of the most advantageous tender; and

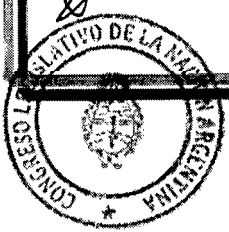


(c) any other relevant information relating to the conduct of the auction.

ARTICLE 13.21

Treatment of tenders and awarding of contracts

1. A procuring entity shall receive, open and treat all tenders in accordance with procedures that guarantee the fairness and impartiality of the procurement process, and the confidentiality of tenders.
2. Where a procuring entity provides a supplier with an opportunity to correct errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunity to all participating suppliers, provided that the correction of the error does not substantially alter the submitted tender, nor affect the principles of transparency and fair competition between suppliers.
3. To be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notices and tender documentation and be from a supplier that satisfies the conditions for participation.
4. Unless a procuring entity determines that it is not in the public interest to award a contract, the procuring entity shall award the contract to the supplier that the procuring entity has determined to be capable of fulfilling the terms of the contract and that, based solely on the evaluation criteria specified in the notices and tender documentation, has submitted:
 - (a) the most advantageous tender; or
 - (b) where price is the sole criterion, the lowest price.



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5. Where a procuring entity receives a tender with a price that is abnormally lower than the prices in other tenders submitted or the estimated procurement value, the procuring entity may verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract.
6. A procuring entity shall not use options, cancel a procurement or modify awarded contracts in a manner that circumvents the obligations under this Chapter.
7. A State Party may provide that if, for reasons imputable to the successful supplier, the contract is not concluded within a reasonable time, or the successful supplier does not fulfil the required guarantee for the execution of the contract, or does not comply with the contract terms, the contract may be awarded to the next tenderer and so forth.

ARTICLE 13.22

Transparency of procurement information

1. A procuring entity shall promptly inform participating suppliers of the procuring entity's contract award decisions and, on request of a supplier, shall do so in writing. Subject to Article 13.23(2) and (3) (Disclosure of Information), a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the procuring entity did not select its tender and the relative advantages of the successful supplier's tender.

2. No later than 72 (seventy-two) days after the award of each contract covered by this Chapter, a procuring entity shall promptly publish a notice in the appropriate paper or electronic medium listed in Section H (Means of Publication of the State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement)). Where the procuring entity publishes the notice only in an electronic medium, the information shall remain readily accessible for a reasonable period of time. The notice shall include at least the following information:

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- (a) a description of the goods or services procured;
- (b) the name and address of the procuring entity;
- (c) the name of the successful supplier;
- (d) the value of the successful tender or the highest and lowest offers taken into account in the award of the contract;
- (e) the date of award; and
- (f) the type of procurement procedure used, and in cases where limited tendering was used in accordance with Article 13.19 (Limited Tendering), a description of the circumstances justifying the use of limited tendering.

3. Each procuring entity shall, for a period of at least 3 (three) years from the date it awards a contract, maintain:

- (a) the documentation and reports or records of tendering procedures and contract awards relating to covered procurement, including the reports or records required under Article 13.19 (Limited Tendering); and
- (b) data that demonstrate how covered procurement by electronic means has been conducted from the publication of the notice to the award of the contract.

4. Each State Party shall communicate to the other State Parties the available and comparable statistics relevant to the procurement covered by this Chapter.

ARTICLE 13.23

Disclosure of information

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1. On request of a State Party, another State Party shall provide promptly any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with this Chapter, including information on the characteristics and relative advantages of the successful tender. In cases where release of the information would prejudice competition in future tenders, the State Party that receives the information shall not disclose it to any supplier, except after consulting with, and obtaining the agreement of, the State Party that provided the information.
2. Notwithstanding any other provision of this Chapter, a State Party, including its procuring entities, shall not provide to any supplier information that might prejudice fair competition between suppliers.
3. Nothing in this Chapter shall be construed to require a State Party, including its procuring entities, authorities and review bodies, to disclose confidential information where disclosure:
 - (a) would impede law enforcement;
 - (b) might prejudice fair competition between suppliers;
 - (c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property; or
 - (d) would otherwise be contrary to the public interest.

ARTICLE 13.24

Domestic review procedures

1. Each State Party shall provide a timely, effective, transparent and non-discriminatory administrative or judicial review procedure through which a supplier may challenge:

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- (a) breaches of this Chapter; or
- (b) a failure to comply with a State Party's measures implementing this Chapter, where the supplier does not have a right to challenge directly a breach of this Chapter under the laws and regulations of a State Party

arising in the context of a covered procurement, in which the supplier has, or has had, an interest. The procedural rules for all challenges shall be in writing and made generally available.

2. In the event of a complaint by a supplier, arising in the context of covered procurement in which the supplier has, or has had, an interest, that there has been a breach or a failure as referred to in paragraph 1, the State Party of the procuring entity may encourage that procuring entity and the supplier to seek resolution of the complaint through consultations. The procuring entity shall accord impartial and timely consideration to any such complaint in a manner that is not prejudicial to the supplier's participation in ongoing or future procurement or its right to seek corrective measures under the administrative or judicial review procedure.

3. Each supplier shall be allowed a sufficient period of time to prepare and submit a challenge, which in no case shall be less than 10 (ten) days from the time when the basis of the challenge became known or reasonably should have become known to the supplier.

4. Each State Party shall establish or designate at least one impartial administrative or judicial authority that is independent of its procuring entities to receive and review a challenge by a supplier arising in the context of a covered procurement.

5. Where a body other than an authority referred to in paragraph 4 initially reviews a challenge, the State Party shall ensure that the supplier may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.

6. Each State Party shall ensure that a review body that is not a court shall have its decision subject to judicial review or have procedures that provide that:



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- (a) the procuring entity shall respond in writing to the challenge and disclose all relevant documents to the review body;
 - (b) the participants to the proceedings (hereinafter referred to as "participants") shall have the right to be heard prior to a decision of the review body being made on the challenge;
 - (c) the participants shall have the right to be represented and accompanied;
 - (d) the participants shall have access to all proceedings;
 - (e) the participants shall have the right to request that the proceedings take place in public and that witnesses may be presented; and
 - (f) the review body shall make its decisions or recommendations in a timely fashion, in writing, and shall include an explanation of the basis for each decision or recommendation.
7. Each State Party shall adopt or maintain procedures that provide for:
- (a) Rapid interim measures to preserve the supplier's opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied. Just cause for not acting shall be provided in writing; and
 - (b) Corrective action or compensation for the loss or damages suffered, which may be limited to either the costs for the preparation of the tender or the costs relating to the challenge, or both, if a review body determines that there has been a breach or a failure as referred to in paragraph 1.

ARTICLE 13.25

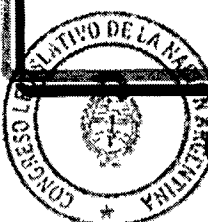
Modifications and rectifications to coverage

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1. A State Party may propose to modify or rectify its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).
2. When a State Party intends to modify an Appendix in Annex 13-A (Schedule of Commitments on Government Procurement), the State Party shall:
 - (a) notify the other State Parties in writing; and
 - (b) include in the notification a proposal for appropriate compensatory adjustments to the other State Parties to maintain a level of coverage comparable to that existing prior to the modification.
3. Notwithstanding subparagraph (b) of paragraph 2, a State Party does not need to provide compensatory adjustments if the proposed modification covers a procuring entity over which the State Party has effectively eliminated its control or influence over that procuring entity's covered procurement.
4. If another State Party disputes that:
 - (a) an adjustment proposed under subparagraph (b) of paragraph 2 is adequate to maintain a comparable level of mutually agreed coverage; or
 - (b) the modification covers an entity over which the State Party has effectively eliminated its control or influence under paragraph 3,

it shall object in writing within 45 (forty-five) days of receipt of the notification referred to in subparagraph (a) of paragraph 2. If no such objection is submitted within 45 (forty-five) days after having received the notification, the proposed modification shall become effective.
5. The following changes to a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) shall be considered a rectification of a purely formal nature, provided that they do not affect the mutually agreed coverage provided for in this Chapter:



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- (a) a change in the name of a procuring entity;
- (b) a merger of 2 (two) or more procuring entities listed within its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement); and
- (c) the separation of a procuring entity listed in its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) into 2 (two) or more procuring entities that are all added to the entities listed in the same Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).

The State Party making such rectification of a purely formal nature shall not be obliged to provide for compensatory adjustments.

6. In the case of proposed rectifications to a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement), the State Party shall notify the other State Parties every 2 (two) years following the entry into force of this agreement.

7. A State Party may notify the other State Parties of an objection to a proposed rectification within 45 (forty-five) days from having received the notification. Where a State Party submits an objection, it shall set out the reasons why it believes the proposed rectification is not a change provided for in paragraph 5, and describe the effect of the proposed rectification on the mutually agreed coverage provided for in the Agreement. If no such objection is submitted in writing within 45 (forty-five) days after having received the notification, the proposed rectification shall become effective.

8. If another State Party objects to the proposed modification or rectification, or to the proposed compensatory adjustments, the State Parties shall seek to resolve the issue through consultations, including any request of additional information. If no agreement is found within 60 (sixty) days after the receipt of the objection, the State Parties may refer the matter to the dispute settlement procedures under Chapter 18 (Dispute Settlement) unless the State Parties agree to extend the deadline. Once the State Parties agree through consultations or on the basis of a final arbitral award of an arbitration panel under Article 18.13 (Interim Report and Final Arbitral Award) of 18 (Dispute Settlement), the Joint Committee shall modify forthwith the relevant Appendix in



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Annex 13-A (Schedule of Commitments on Government Procurement) to reflect the agreed modifications or rectifications or the agreed compensatory adjustments.

9. The consultation procedure pursuant to paragraph 8 is without prejudice to the consultation pursuant to Article 18.6 (Consultations) of Chapter 18 (Dispute Settlement).

ARTICLE 13.26

Facilitation of participation of Micro, Small and Medium Enterprises

1. The State Parties recognise the important contribution that MSMEs can make to economic growth and employment, and the importance of facilitating their participation in government procurement.

2. If available, a State Party shall, upon request of another State Party, grant information regarding its measures aimed at promoting, encouraging and facilitating the participation of MSMEs in government procurement.

3. To facilitate participation by MSMEs in government procurement, each State Party shall, to the extent possible and if appropriate:

- (a) share information relevant to MSMEs;
- (b) endeavour to make all tender documentation available free of charge; and
- (c) undertake activities aimed at facilitating the participation of MSMEs in government procurement.

ARTICLE 13.27

Government procurement subcommittee

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The State Parties hereby establish a Subcommittee on Government Procurement (hereinafter referred to as "Subcommittee"), composed of government representatives of each State Party. On request of a State Party, the Subcommittee shall meet to address matters related to the operation of this Chapter, such as:

- (a) exchange of information on topics of mutual interest, including exchanges on procurement statistical data;
- (b) cooperation between the State Parties, as provided for in Article 13.28 (Cooperation in Government Procurement);
- (c) facilitation of participation by MSMEs in covered procurement, as provided for in Article 13.26 (Facilitation of participation of Micro, Small and Medium Enterprises); and
- (d) discussion of any other matters related to the operation of this Chapter.

ARTICLE 13.28

Cooperation in government procurement

1. The State Parties recognise the importance of cooperation with a view to achieving a better understanding of their respective government procurement systems as well as better access to their respective markets, in particular for MSMEs.
2. The State Parties shall endeavour to cooperate to ensure an effective implementation of this Chapter.
3. The State Parties shall endeavour to cooperate in matters such as, *inter alia*:
 - (a) facilitating participation by suppliers in government procurement, in particular, with respect to MSMEs;



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- (b) exchanging experiences and information, such as regulatory frameworks, best practices and statistics including sustainable procurement;
- (c) developing and expanding the use of electronic means in government procurement systems;
- (d) providing capacity building and technical assistance to suppliers with a view to facilitate access to the government procurement markets of each State Party; and
- (e) institutional strengthening for the fulfilment of this Chapter including *inter alia*, capacity building activities, transfer of knowledge, and training of government officials.

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ANNEX 13-A
APPENDIX 13-A-1**SCHEDULE OF COMMITMENTS ON GOVERNMENT PROCUREMENT**
ARGENTINA**SECTION A****(CENTRAL ENTITIES)****Entities at Federal Government Level:**

Unless otherwise specified, and subject to the respective Notes in each Section and to the General Notes in Section G, Chapter 13 (Government Procurement) applies to government procurement carried out by entities at a federal level of Argentina listed in this Section, when the estimated value of the procurement is equal or exceeds the following thresholds:

For Goods and Services:

- From the date of entry into force of this Agreement until the end of the 5th year after its entry into force: SDR 800,000.
- From the 6th year until the end of the 10th year after the entry into force of this Agreement: SDR 500,000.
- From the 11th year until the end of the 15th year after the entry into force of this Agreement: SDR 300,000.
- From the 16th year after the entry into force of this Agreement onwards: SDR 130,000.

For Construction Services:

- From the entry into force of the Agreement until the end of the 5th year from its entry into force: SDR 8,000,000.



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- From the 6th year from the entry into force of the Agreement onwards: SDR 5,000,000.

LIST OF ENTITIES

Chapter 13 (Government Procurement) applies to the Argentine government entities listed below:

A) CENTRAL ADMINISTRATION¹

Chapter 13 (Government Procurement) applies to all entities of the Central administration listed below, including its subordinate centralized entities (Secretariats, Undersecretariats, National Directorates, Simple Directorates and Deconcentrated entities or bodies), unless specifically excluded:

1. Presidencia de la Nación (excluding Agencia Federal de Inteligencia)
2. Jefatura de Gabinete de Ministros
3. Ministerio de Ambiente y Desarrollo Sostenible
4. Ministerio de Ciencia, Tecnología e Innovación
5. Ministerio de Cultura
6. Ministerio de Defensa
7. Ministerio de Salud
8. Ministerio de Desarrollo Social
9. Ministerio de Desarrollo Territorial y Hábitat
10. Ministerio de Economía
11. Ministerio de Educación
12. Ministerio del Interior
13. Ministerio de Justicia y Derechos Humanos
14. Ministerio de las Mujeres, Géneros y Diversidad
15. Ministerio de Obras Públicas
16. Ministerio de Relaciones Exteriores, Comercio Internacional y Culto
17. Ministerio de Seguridad

For greater certainty, decentralized entities or bodies, state enterprises and other entities or bodies of the national public administration do not form part of the Central administration.



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18. Ministerio de Trabajo, Empleo y Seguridad Social
19. Ministerio de Transporte
20. Ministerio de Turismo y Deportes

B) DECENTRALIZED ENTITIES

1. Sindicatura General de la Nación
2. Instituto Nacional del Agua
3. Dirección Nacional del Registro Nacional de las Personas
4. Dirección Nacional de Migraciones
5. Tribunal de Tasaciones de la Nación
6. Instituto Nacional de Asuntos Indígenas
7. Instituto Nacional contra la Discriminación, la Xenofobia y el Racismo
8. Centro Internacional para la Promoción de los Derechos Humanos
9. Comisión Nacional de Valores
10. Superintendencia de Seguros de la Nación
11. Superintendencia de Servicios de Salud
12. Tribunal Fiscal de la Nación
13. Unidad de Información Financiera
14. Instituto Nacional de Tecnología Industrial
15. Instituto Nacional de la Propiedad Industrial
16. Instituto Nacional de Tecnología Agropecuaria
17. Instituto Nacional de Investigación y Desarrollo Pesquero
18. Instituto Nacional de Vitivinicultura
19. Instituto Nacional de Semillas
20. Servicio Nacional de Sanidad y Calidad Agroalimentaria
21. Instituto Nacional de Promoción Turística
22. Comisión Nacional de Regulación del Transporte
23. Organismo Regulador del Sistema Nacional de Aeropuertos
24. Administración Nacional de Aviación Civil
25. Junta de seguridad en el transporte
26. Servicio Geológico Minero Argentino
27. Ente Nacional Regulador del Gas

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28. Ente Nacional Regulador de la Electricidad
29. Ente Nacional de Comunicaciones
30. Comisión Nacional de Evaluación y Acreditación Universitaria (CONEAU)
31. Consejo Nacional de Investigaciones Científicas y Técnicas (CONICET)
32. Biblioteca Nacional "Doctor Mariano Moreno"
33. Instituto Nacional del Teatro
34. Fondo Nacional de las Artes
35. Superintendencia de Riesgos del Trabajo
36. Instituto Nacional Central Único Coordinador de Ablación e Implante
37. Administración Nacional de Laboratorios e Institutos de Salud "Dr. Carlos Malbrán"
38. Instituto Nacional de Rehabilitación Psicosfísica del Sur "Dr. Juan Otimio Tesone"
39. Administración de Parques Nacionales
40. Instituto Nacional de Asociativismo y Economía Social
41. Teatro Nacional Cervantes
42. Dirección Nacional de Vialidad
43. Servicio Meteorológico Nacional
44. Administración Nacional de Medicamentos, Alimentos y Tecnología Médica (ANMAT).

C) SOCIAL SECURITY INSTITUTIONS

1. Caja de Retiros, Jubilaciones y Pensiones de la Policía Federal
2. Instituto de Ayuda Financiera para pago de Retiros y Pensiones Militares
3. Administración Nacional de la Seguridad Social

NOTES TO SECTION A (ARGENTINA'S LIST OF ENTITIES)

1. Chapter 13 (Government Procurement) shall not apply to the following government procurement expressed in Harmonized System (HS) nomenclature:

(a) Government procurement undertaken by Ministerio de Defensa and Ministerio de Seguridad of:

- 61: articles of apparel and clothing accessories, knitted or crocheted;
- 62: articles of apparel and clothing accessories, not knitted or crocheted;
- 4203: articles of apparel and clothing accessories, of leather or of composition leather;



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- 64: footwear, gaiters and the like, parts of such articles;
- 6506.10: only bulletproof helmets
- 6307.90.90: only bulletproof vests.
- Military equipment.

(b) Government procurement undertaken by Ministerio de Seguridad of:

- 8702: motor vehicles for the transport of ten or more persons, including the driver;
- 8703: motor cars and other motor vehicles principally designed for the transport of persons (other than those of heading 8702), including station wagons and racing cars;
- 8704: motor vehicles for the transport of goods;
- 8705: special purpose motor vehicles, other than those principally designed for the transport of persons or goods (for example, breakdown lorries, crane lorries, fire fighting vehicles, concrete- mixer lorries, road sweeper lorries, spraying lorries, mobile workshops, mobile radiological units);
- 8903: only boats.

(c) Government procurement undertaken by Ministerio de Salud of:

- 2106.90.30: alimentary complements.
- 3002.12.23: factor VIII concentrate.
- 3002.15.10: interferon beta; peginterferon alfa-2-a.
- 3002.15.20: basiliximab (DCI); bevacizumab (DCI); daclizumab (DCI); etanercept (DCI); gemtuzumab ozogamicin (DCI); oprelvekin (DCI); rituximab (DCI); trastuzumab (DCI).
- 3002.20: vaccines for human medicine;
- 3003: medicaments (excluding goods of heading 30.02, 30.05 or 30.06) consisting of two or more constituents which have been mixed together for therapeutic or prophylactic uses, not put up in measured doses or in forms or packings for retail sale;
- 3004: medicaments (excluding goods of heading 30.02, 30.05 or 30.06) consisting of mixed or unmixed products for therapeutic or prophylactic uses, put up in measured doses (including those in the form of transdermal administration systems) or in forms or packings for retail sale;
- 3005: wadding, gauze, bandages and similar articles (for example, dressings, adhesive plasters, poultices), impregnated or coated with pharmaceutical substances or put up in forms or packings for retail sale for medical, surgical, dental or veterinary purposes;



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- 3006: pharmaceutical goods specified in Note 4 to the corresponding HS Chapter;
- 8419.20: medical, surgical or laboratory sterilisers;
- 9018: instruments and appliances used in medical, surgical, dental or veterinary sciences, including scintigraphic apparatus, other electro-medical apparatus and sight-testing instruments;
- 9019: mechano-therapy appliances; massage apparatus; psychological aptitude-testing apparatus; ozone therapy, oxygen therapy, aerosol therapy, artificial respiration or other therapeutic respiration apparatus;
- 9021: orthopaedic appliances, including crutches, surgical belts and trusses; splints and other fracture appliances; artificial parts of the body; hearing aids and other appliances which are worn or carried, or implanted in the body, to compensate for a defect or disability;
- 9022: apparatus based on the use of X-rays or of alpha, beta or gamma radiations, whether or not for medical, surgical, dental or veterinary uses, including radiography or radiotherapy apparatus, X-ray tubes and other X-ray generators, high tension generators, control panels and desks, screens, examination or treatment tables, chairs and the like;
- 9025: hydrometers and similar floating instruments, thermometers, pyrometers, barometers, hygrometers and psychrometers, recording or not, and any combination of these instruments;

(d) Government procurement undertaken by Ministerio de Desarrollo Social of:

- 2005: other vegetables prepared or preserved otherwise than by vinegar or acetic acid, not frozen, other than products of heading 20.06;
- 0402: milk and cream, concentrated or containing added sugar or other sweetening matter;
- 1006: rice;
- 1902: pasta, whether or not cooked or stuffed (with meat or other substance) or otherwise prepared, such as spaghetti, macaroni, noodles, lasagne, gnocchi, ravioli, cannelloni, couscous, whether or not prepared.


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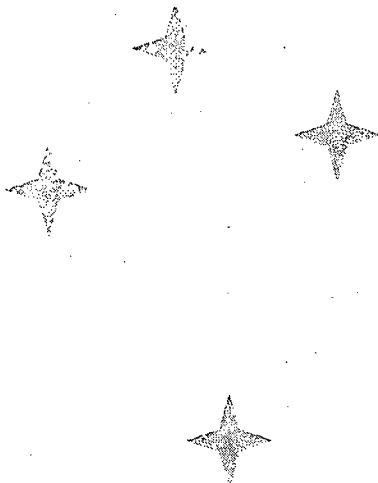
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SECTION B

(SUB-CENTRAL ENTITIES)

Entities at Sub-federal Government Level:

Argentina shall initiate internal consultations proceedings with its provincial governments and the government of the Autonomous City of Buenos Aires with a view to achieving their inclusion in Argentina's market access offer on a voluntary basis.



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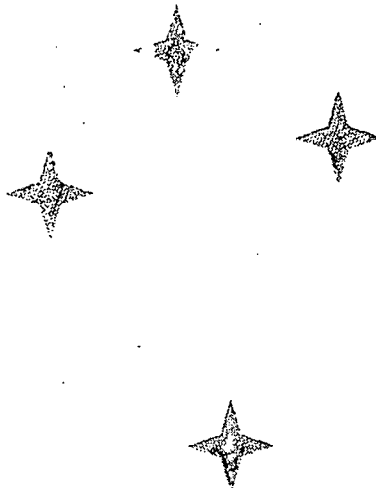

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SECTION C

(OTHER ENTITIES)

No other entities are covered by Argentina's offer.



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SECTION D

(GOODS)

Unless otherwise specified, and subject to the respective Notes in each Section and to the General Notes in Section G, Chapter 13 (Government Procurement) covers all government procurement of goods carried out by Argentine entities listed in Section A, with the exception of goods that correspond to the Harmonized System (HS) listed below:

- 8528: monitors and projectors, not incorporating television reception apparatus; reception apparatus for television, whether or not incorporating radio-broadcast receivers or sound or video recording or reproducing apparatus;
- 9403: other furniture and parts thereof;
- 8415: air conditioning machines, comprising a motor-driven fan and elements for changing the temperature and humidity, including those machines in which the humidity cannot be separately regulated;
- 9401.30: swivel seats with variable height adjustment;
- 4802: uncoated paper and paperboard, of a kind used for writing, printing or other graphic purposes, and non perforated punchcards and punch tape paper, in rolls or rectangular (including square) sheets, of any size, other than paper of heading 48.01 or 48.03; hand-made paper and paperboard;
- 3215: printing ink, writing or drawing ink and other inks, whether or not concentrated or solid
- 4901: printed books, brochures, leaflets and similar printed matter, whether or not in single sheets



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SECTION E

(SERVICES)

Unless otherwise specified, and subject to the respective Notes in each Section and to the General Notes in Section G, Chapter 13 (Government Procurement) covers all government procurement of the below-listed services carried out by Argentine entities listed in Section A. The services are identified in accordance with the United Nations Provisional Central Product Classification (CPC Prov.), as contained in document MTN.GNS/W/120.

1. BUSINESS SERVICESA. Professional Services

- | | |
|--|-----|
| a. Legal Services | 861 |
| b. Accounting, auditing and bookkeeping services | 862 |
| c. Taxation Services | 863 |

B. Computer and Related Services

- | | |
|--|---------|
| a. Consultancy services related to the installation of computer hardware | 841 |
| b. Software implementation services | 842 |
| c. Data processing services | 843 |
| d. Data base services | 844 |
| e. Other | 845+849 |

D. Real Estate Services

- | | |
|-------------------------------------|-----|
| a. Involving own or leased property | 821 |
| b. On a fee or contract basis | 822 |

E. Rental/Leasing Services without Operators

- | | |
|--|-------------|
| d. Relating to other machinery and equipment | 83106-83109 |
|--|-------------|

F. Other services provided to businesses

- | | |
|--|-----|
| a. Advertising services | 871 |
| b. Market research and public opinion polling services | 864 |

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c. Management consulting services	865
d. Services related to man. Consulting	866
h. Mining-related services	883+5115
n. Maintenance and repair of equipment (not including maritime vessels, aircraft or other transport equipment)	633+ 8861-8866
o. Services provided for the cleaning of buildings	874
q. Packaging services	876
s. Services provided in assemblies or conventions	87909*
t. Other (only translation and interpretation services)	87905

2. COMMUNICATION SERVICESB. Courier services

7512

C. Telecommunication services: Does not include the provision of satellite facilities for geostationary satellites pertaining to the fixed satellite services.

a. Telephone services	7521
b. Data transmission	7523**
d. Telex services	7523**
e. Telegraph services	7522
f. Facsimile services	7521***+7529**
g. Leased telephone circuits/Leased circuits for international voice and data	n/a
h. Electronic mail	7523**
i. Voice mail	7523**
j. Information gathered on-line and from data bases	7523**
k. Electronic data exchange (EDE)	7523**
l. Increased value-added facsimile services, including Storage and retransmission services and storage and recovery services	7523**
m. Conversion of codes and protocol	n/a
n. Data and on-line information and/or Processing (including transaction processing)	843**
o. Others.	

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6. ENVIRONMENTAL SERVICES

- A. Sewage services 9401
- B. Refuse disposal services 9402
- C. Sanitation and similar services 9403
- D. Other

9. TOURISM AND TRAVEL RELATED SERVICES

- A. Hotels and restaurants (including catering services) 641-643
- B. Travel agencies and group travel services 7471
- C. Tourist guide services 7472

The (*) indicates that the specified service is a component of a more aggregated CPC item specified elsewhere in this classification list.

The (**) indicates that the service specified constitutes only a part of the total range of activities covered by the CPC concordance (e.g. voice mail is only a component of CPC item 7523).

NOTES TO SECTION E

- Government procurement by Argentine entities covered under Section A of any of the services listed under this Section shall be a covered procurement with regard to a particular service provider of Singapore only to the extent that Singapore has covered that service under its Section.

SECTION F

(CONSTRUCTION SERVICES)

Unless otherwise specified, and subject to the respective Notes in each Section and to the General Notes in Section G, Chapter 13 (Government Procurement) covers government procurement of the following construction services listed in Division 51 of the Provisional Central Product Classification (CPC Prov.) as contained in document MTN.GNS/W/120 (others being excluded) carried out by the Argentinian entities listed in Section A:

LIST OF CONSTRUCTION SERVICES COVERED

CPC	Description
512	General construction work for buildings
513	General construction work for civil engineering
514, 516	Installation and assembly work
517	Building completion and finishing work
511, 515, 518	Others

NOTES TO SECTION F

1. The government procurement of the following goods in connection with a contract of construction services, expressed in HS nomenclature, is excluded from the application of Chapter 13 (Government Procurement):

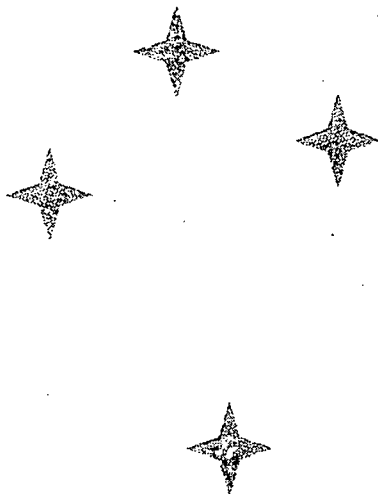
- 8410: hydraulic turbines, water wheels, and regulators therefor;
- 8504: electric transformers, static converters (for example, rectifiers) and inductors;
- 8414: Air or vacuum pumps, air or other gas compressors and fans; ventilating or recycling hoods incorporating a fan, whether or not fitted with filters;
- 8428: Other lifting, handling, loading or unloading machinery (for example, lifts, escalators, conveyors, teleferrics).

2. Government procurement by Argentine entities listed under Section A of any of the construction services covered under this Section shall be a covered procurement with regard to a

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particular construction service provider of Singapore only to the extent that Singapore has covered that construction service under its Section.



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SECTION G

(GENERAL NOTES)

The following general notes apply to all government procurement covered by Chapter 13 (Government Procurement):

1. Chapter 13 (Government Procurement) shall not apply to any form of preference or advantage aimed at favouring Micro, Small and Medium Enterprises or minority - or/and women-owned businesses². The preference or advantage may include any price preference, the right to improve the original tender, or the exclusive right to provide a good or service.
2. Chapter 13 (Government Procurement) shall not apply to pre-commercial government procurement aimed at promoting the development of innovative solutions for public sector needs. Pre-commercial government procurement includes the product idea, solution design, prototyping, original development and validation/testing of a limited set of first products.
3. Chapter 13 (Government Procurement) shall not apply to public concessions, such as public services concessions and public work concessions.
4. Notwithstanding the provisions set forth in Article 13.14(4) (Conditions for participation), Argentina may exclude a supplier if:
 - (a) there is a confirmed indictment against the supplier for crimes against property, or against the Public Administration, or against public faith, or against the economic and financial order, or for crimes set forth in the Inter-American Convention against Corruption.
 - (b) the supplier is (i) an agent or official of Argentine public sector, or (ii) an enterprise in which such agent or official has sufficient participation so as to control the company's decision-making process, or (iii) an enterprise in which such agent or official is linked for reasons of management, participation or dependency.

² For greater certainty, minority - or/and women-owned businesses may include the property, control, management or operation by women or other/non-binary gender identities.



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- (c) the supplier is a natural or juridical person that breached its accountability and reporting obligations when granted a subsidy or contribution.
- (d) the supplier has acted as advisors to the procuring entity in the implementation of the project in which it intends to participate as a potential bidder.
- (e) the supplier is undergoing an insolvency proceeding.
- (f) the supplier lacks capacity or legitimacy to contract with the National State in general, or with the contracting entities in particular.
- (g) the supplier has been subject to any of the sanctions that, according to Argentina's laws and regulations, prevent him from contracting with the National Public Administration.

5. Argentina reserves the right to award contracts by means other than open or selective tendering procedures in the case of procurements undertaken for the repair of machinery, vehicles, equipment or engines whose disarmament, transfer or prior examination is essential to determine the necessary repair and the adoption of another contracting procedure will prove to be more expensive. This exception may not be used for common maintenance repairs of such items.

6. For greater certainty, the commitments with regard to services covered in Section E and Section F are subject to terms, limitations, conditions and qualifications specified in the list of commitments undertaken by Argentina under its schedule in Annex II (Schedules of Specific Commitments for Services) of Chapter 10 (Trade in Services).

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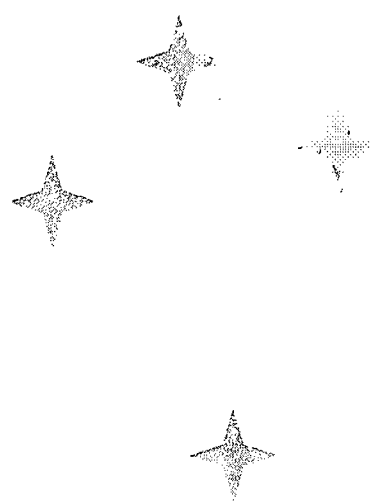
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SECTION H

(MEANS OF PUBLICATIONS)

- Boletín Oficial de la República Argentina.
- Portal de Compras Públicas de la República Argentina (COMPR.AR).
- Portal electrónico de Contratación de Obra Pública (CONTRAT.AR).



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SECTION I

(THRESHOLD ADJUSTMENT FORMULA)

Argentina shall calculate and convert the value of its thresholds into its national currency, using the conversion rates of the International Monetary Fund (IMF). The conversion rates will be the average of the values of its national currency in terms of the SDR published by the IMF in its monthly "International Financial Statistics", over the two-year period preceding 1 October of the year prior to the thresholds becoming effective. The converted thresholds shall apply from 1 January of the following year and shall be fixed for one year.

The value of the newly calculated thresholds shall be made available by Argentina, in its national currency, before the respective thresholds take effect.

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ANNEX 13-A

Appendix 13-A-2

**SCHEDULE OF COMMITMENTS ON GOVERNMENT PROCUREMENT
BRAZIL**

SECTION A

(CENTRAL ENTITIES)

Unless otherwise specified, Chapter 13 (Government Procurement) covers procurement by entities listed in this Section, including their respective related agencies¹, subject to the following thresholds:

THRESHOLDS:

- | | |
|-------------------------|----------------|
| ▪ Goods | SDR 130,000. |
| ▪ Services | SDR 130,000. |
| ▪ Construction services | SDR 5,000,000. |

LIST OF ENTITIES:

A) EXECUTIVE BRANCH

1. Presidency of the Republic (Presidência da República) (Note 2);
2. Vice-Presidency of the Republic (Vice-Presidência da República);
3. Office of the Federal Attorney General (Advocacia-Geral da União);
4. Ministry of Civil Affairs of the Presidency of the Republic (Casa Civil da Presidência da República);
5. Brazilian Government Accountability Office (Controladoria-Geral da União);

¹ For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities listed in this Section.

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6. Institutional Security Office of the Presidency of the Republic (Gabinete de Segurança Institucional da Presidência da República);
7. Ministry of Agriculture and Livestock (Ministério da Agricultura e Pecuária);
8. Ministry of Cities (Ministério das Cidades);
9. Ministry of Citizenship (Ministério da Cidadania);
10. Ministry of Culture (Ministério da Cultura);
11. Ministry of Science, Technology and Innovation (Ministério da Ciência, Tecnologia e Inovações);
12. Ministry of Communications (Ministério das Comunicações);
13. Ministry of Defense (Ministério da Defesa) (Note 3);
14. Ministry of Agrarian Development and Family Agriculture (Ministério do Desenvolvimento Agrário e Agricultura Familiar);
15. Ministry of Integration and Regional Development (Ministério da Integração e do Desenvolvimento Regional);
16. Ministry of Social Development and Assistance, Family and Fight against Hunger (Ministério do Desenvolvimento e Assistência Social, Família e Combate à Fome);
17. Ministry of Human Rights and Citizenship (Ministério dos Direitos Humanos e da Cidadania);
18. Ministry of Finance (Ministério da Fazenda);
19. Ministry of Education (Ministério da Educação);
20. Ministry of Sports (Ministério do Esporte);
21. Ministry of Management and Innovation in Public Services (Ministério da Gestão e da Inovação em Serviços Públicos);
22. Ministry of Racial Equality (Ministério da Igualdade Racial);
23. Ministry of Development, Industry, Trade and Services (Ministério do Desenvolvimento, Indústria, Comércio e Serviços);
24. Ministry of Justice and Public Security (Ministério da Justiça e Segurança Pública) (Note 2);
25. Ministry of the Environment and Climate Change (Ministério do Meio Ambiente e Mudança do Clima);
26. Ministry of Entrepreneurship, Micro and Small Enterprises (Ministério do Empreendedorismo, da Microempresa e da Empresa de Pequeno Porte);
27. Ministry of Fishing and Aquaculture; (Ministério da Pesca e Aquicultura);
28. Ministry of Mines and Energy (Ministério de Minas e Energia);



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29. Ministry of Women (Ministério das Mulheres);
30. Ministry of Ports and Airports (Ministério de Portos e Aeroportos);
31. Ministry of Indigenous People (Ministério dos Povos Indígenas);
32. Ministry of Social Security (Ministério da Previdência Social);
33. Ministry of Foreign Affairs (Ministério das Relações Exteriores) (Note 2);
34. Ministry of Health (Ministério da Saúde);
35. Ministry of Labour and Employment (Ministério do Trabalho e Emprego);
36. Ministry of Planning and Budget (Ministério do Planejamento e Orçamento);
37. Ministry of Transport (Ministério dos Transportes);
38. Ministry of Tourism (Ministério do Turismo);
39. General Office of the Presidency of the Republic (Secretaria-Geral da Presidência da República);
40. Institutional Relations Office of the Presidency of the Republic (Secretaria de Relações Institucionais da Presidência da República);
41. Social Communication Office of the Presidency of the Republic (Secretaria de Comunicação Social da Presidência da República);
42. Central Bank of Brazil (Banco Central do Brasil).

B) JUDICIAL BRANCH

1. Brazilian Supreme Court (Supremo Tribunal Federal – STF);
2. Federal Courts (Justiça Federal) - Regional Federal Courts (Tribunais Regionais Federais);
3. Superior Court of Justice (Superior Tribunal de Justiça – STJ);
4. Superior Military Court (Superior Tribunal de Justiça Militar – STM) - Military Federal Courts (Justiça Militar da União);
5. Superior Electoral Court (Tribunal Superior Eleitoral – TSE);
6. Electoral Courts (Justiça Eleitoral) - Regional Electoral Courts (Tribunais Regionais Eleitorais);
7. Superior Labor Court (Tribunal Superior do Trabalho);
8. Labor Courts (Justiça do Trabalho) - Regional Labor Courts (Tribunais Regionais do Trabalho);
9. Courts of the Federal District and the Brazilian Territories (Justiça do Distrito Federal e dos Territórios);
10. National Council of Justice (Conselho Nacional de Justiça).



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C) LEGISLATIVE BRANCH

1. House of Representatives (Câmara dos Deputados);
2. Federal Senate (Senado Federal);
3. Brazilian Audit Court (Tribunal de Contas da União).

D) OTHER

1. Federal Prosecution Service (Ministério Público da União);
2. Federal Public Defender's Office (Defensoria Pública da União).

NOTES TO SECTION A

1. The following entities are not included in Section A: National Institute for Colonization and Agrarian Reform (Instituto Nacional de Colonização e Reforma Agrária – INCRA); Brazilian Space Agency (Agência Espacial Brasileira – AEB); National Commission for Nuclear Energy (Comissão Nacional de Energia Nuclear – CNEN); and, National Institute for Industrial Property (Instituto Nacional da Propriedade Industrial – INPI).

2. When procured by Presidency of the Republic (Presidência da República), Ministry of Management and Innovation in Public Services (Ministério da Gestão e da Inovação em Serviços Públicos), Ministry of Foreign Affairs (Ministério das Relações Exteriores) and Ministry of Justice and Public Security (Ministério da Justiça e Segurança Pública), Chapter 13 (Government Procurement) does not apply to services related to:

- (a) Information technology, such as the development and maintenance of software used in the encryption of communications;
- (b) Storage and maintenance of databases containing personal information of Brazilian citizens, resulting from requests for documents or passport;
- (c) Development and maintenance of computer programs responsible for the process of preparation of documents issued by the diplomatic service to Brazilian citizens;
- (d) Passport book production (CPC 32610); and

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(e) Services related to the activities of boundaries demarcation.

3. When procured by Ministry of Defense (Ministério da Defesa), Chapter 13 (Government Procurement) generally does not cover procurement of any service described below, due to the application of Article 13.5(1) (Security and general exceptions):

- (a) Maintenance, repair or installation of the goods not covered by Chapter 13 (Government Procurement), according to the second paragraph of Section D;
- (b) Consulting or training services related to the goods not covered by Chapter 13 (Government Procurement), according to the second paragraph of Section D; or
- (c) Information technology and communication services.



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SECTION B

(SUB-CENTRAL ENTITIES)

Unless otherwise specified, Chapter 13 (Government Procurement) covers procurement by entities listed in this Section, subject to the following thresholds:

THRESHOLDS:

- | | |
|-------------------------|---------------|
| ▪ Goods | SDR 200,000 |
| ▪ Services | SDR 200,000 |
| ▪ Construction services | SDR 5,000,000 |

LIST OF ENTITIES:

1. ACRE

1.1. All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

2. AMAPÁ

2.1. All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

3. AMAZONAS

3.1. All entities of the Executive Branch, including their respective subordinate agencies. For greater certainty, "subordinate agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.



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3.2. For the entities listed in Amazonas in this Section, this Agreement does not cover procurement of:

- (a) artistic or cultural goods or services;
- (b) goods and services related to the environmental economy of the Amazon rainforest.

4. CEARÁ

4.1 All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

5. DISTRITO FEDERAL

5.1. Executive Branch

1. Regional Administration of Arniqueira (Administração Regional da Arniqueira);
2. Regional Administration of Candangolândia (Administração Regional da Candangolândia);
3. Regional Administration of Águas Claras (Administração Regional de Águas Claras);
4. Regional Administration of Brazlândia (Administração Regional de Brazlândia);
5. Regional Administration of Ceilândia (Administração Regional de Ceilândia);
6. Regional Administration of Planaltina (Administração Regional de Planaltina);
7. Regional Administration of Samambaia (Administração Regional de Samambaia);
8. Regional Administration of Santa Maria (Administração Regional de Santa Maria);
9. Regional Administration of São Sebastião (Administração Regional de São Sebastião);
10. Regional Administration of Sobradinho (Administração Regional de Sobradinho);
11. Regional Administration of Sobradinho 2 (Administração Regional de Sobradinho 2);
12. Regional Administration of Taguatinga (Administração Regional de Taguatinga);
13. Regional Administration of Vicente Pires (Administração Regional de Vicente Pires);
14. Regional Administration of Cruzeiro (Administração Regional do Cruzeiro);
15. Regional Administration of Fercal (Administração Regional do Fercal);
16. Regional Administration of Gama (Administração Regional do Gama);
17. Regional Administration of Guarά (Administração Regional do Guarά);

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18. Regional Administration of Itapoã (Administração Regional do Itapoã);
19. Regional Administration of Jardim Botânico (Administração Regional do Jardim Botânico);
20. Regional Administration of Lago Norte (Administração Regional do Lago Norte);
21. Regional Administration of Lago Sul (Administração Regional do Lago Sul);
22. Regional Administration of N. Bandeirante (Administração Regional do N. Bandeirante);
23. Regional Administration of Paranoá (Administração Regional do Paranoá);
24. Regional Administration of Park Way (Administração Regional do Park Way);
25. Regional Administration of Plano Piloto (Administração Regional do Plano Piloto);
26. Regional Administration of Recanto das Emas (Administração Regional do Recanto das Emas);
27. Regional Administration of Riacho Fundo 1 (Administração Regional do Riacho Fundo 1);
28. Regional Administration of Riacho Fundo 2 (Administração Regional do Riacho Fundo 2);
29. Regional Administration of the Complementary Industry and Supply Sector (SCIA) and of the Structural City (Administração Regional do SCIA e Estrutural);
30. Regional Administration of the Industry and Supply Sector – SIA (Administração Regional do SIA);
31. Regional Administration of Sol Nascente and Pôr do Sol (Administração Regional do Sol Nascente e Pôr do Sol);
32. Regional Administration of Sudoeste/Octogonal (Administração Regional do Sudoeste/Octogonal);
33. Regional Administration of Varjão (Administração Regional do Varjão);
34. Military House (Casa Militar);
35. Military Fire Department of the Federal District (Corpo de Bombeiros Militar do Distrito Federal);
36. Botanical Garden Foundation in Brasília (Fundação Jardim Botânico de Brasília);
37. University of the Federal District (Universidade do Distrito Federal – UnDF);
38. Civil Police of the Federal District (Polícia Civil do Distrito Federal);
39. Military Police of the Federal District (Polícia Militar do Distrito Federal);
40. Office of the Prosecutor General of the Federal District (Procuradoria-Geral do Distrito Federal) (Note 5.3.b.);
41. Office of Communications of the Federal District (Secretaria de Comunicação do Distrito Federal);



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42. State Office of Penitentiary Administration (Secretaria de Estado da Administração Penitenciária);
43. State Office of Agriculture, Food Supply, and Rural Development (Secretaria de Estado da Agricultura, Abastecimento e Desenvolvimento Rural);
44. State Office of Civil Affairs (Secretaria de Estado da Casa Civil);
45. State Office of Youth and Young Adults (Secretaria de Estado da Juventude);
46. State Office of Women (Secretaria de Estado da Mulher);
47. State Office of Public Security (Secretaria de Estado da Segurança Pública);
48. State Office of Cities (Secretaria de Estado das Cidades);
49. State Office of Community Services (Secretaria de Estado de Atendimento à Comunidade);
50. State Office of Science, Technology, and Innovation (Secretaria de Estado de Ciência, Tecnologia e Inovação);
51. State Office of Culture and Creative Economy (Secretaria de Estado de Cultura e Economia Criativa) (Note 5.3.a.);
52. State Office for Development of the Metropolitan Area (Secretaria de Estado de Desenvolvimento da Região Metropolitana);
53. State Office of Economic Development (Secretaria de Estado de Desenvolvimento Econômico);
54. State Office of Social Development (Secretaria de Estado de Desenvolvimento Social);
55. State Office of Urban and Housing Development (Secretaria de Estado de Desenvolvimento Urbano e Habitação);
56. State Office of Economy (Secretaria de Estado de Economia);
57. State Office of Education (Secretaria de Estado de Educação);
58. State Office of Sports and Leisure (Secretaria de Estado de Esporte e Lazer);
59. State Office of Government (Secretaria de Estado de Governo);
60. State Office of Justice and Citizenship (Secretaria de Estado de Justiça e Cidadania);
61. State Office of Works and Infrastructure (Secretaria de Estado de Obras e Infraestrutura);
62. State Office for Protection of the Urban Order (Secretaria de Estado de Proteção da Ordem Urbanística);
63. State Office of Institutional Relations (Secretaria de Estado de Relações Institucionais);
64. State Office of Parliamentary Relations (Secretaria de Estado de Relações Parlamentares);
65. State Office of Labor (Secretaria de Estado de Trabalho);



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- 66. State Office of Transportation and Mobility (Secretaria de Estado de Transporte e Mobilidade);
- 67. State Office of Tourism (Secretaria de Estado de Turismo);
- 68. State Office of Environment (Secretaria de Estado do Meio Ambiente);
- 69. Extraordinary Office of Family Assistance (Secretaria de Extraordinária da Família);
- 70. Office of Special Projects (Secretaria de Projetos Especiais);
- 71. Extraordinary Office for People with Disabilities (Secretaria Extraordinária da Pessoa com Deficiência).

5.2. Legislative Branch

- 1. Audit Court of the Federal District (Tribunal de Contas do Distrito Federal).

5.3. For the entities listed in Distrito Federal, this Agreement does not cover:

- (a) procurement by State Office of Culture and Creative Economy (Secretaria de Estado de Cultura e Economia Criativa) of cultural or artistic services;
- (b) procurement by Office of the Prosecutor General of the Federal District (Procuradoria-Geral do Distrito Federal) of the following services: ~~information technology, communication, management consulting and research and development.~~

6. GOIÁS

- 6.1 All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

7. MARANHÃO

- 7.1 All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.



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8. MATO GROSSO

8.1 All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

9. MINAS GERAIS

9.1. Executive Branch

1. Agency for Development of the Metropolitan Area of Belo Horizonte (Agência de Desenvolvimento da Região Metropolitana de Belo Horizonte);
2. Agency for Development of the Metropolitan Area of Vale do Aço (Agência de Desenvolvimento da Região Metropolitana do Vale do Aço);
3. Regulatory Agency for Water Supply and Sanitary Sewer Services in the State of Minas Gerais (Agência Reguladora de Serviços de Abastecimento de Água e de Esgotamento Sanitário do Estado de Minas Gerais);
4. State Board of Education (Conselho Estadual de Educação);
5. State Government Accountability Office (Controladoria Geral do Estado);
6. Military Fire Department of Minas Gerais (Corpo de Bombeiros Militar de Minas Gerais);
7. Technical Assistance and Rural Extension Company in the State of Minas Gerais (Empresa de Assistência Técnica e Extensão Rural do Estado de Minas Gerais);
8. Clóvis Salgado Foundation (Fundação Clóvis Salgado);
9. Research Support Foundation of the State of Minas Gerais (Fundação de Amparo à Pesquisa do Estado de Minas Gerais);
10. Ouro Preto Art Foundation (Fundação de Arte de Ouro Preto);
11. Minas Gerais Work Education Foundation (Fundação de Educação para o Trabalho de Minas Gerais);
12. Caio Martins Educational Foundation (Fundação Educacional Caio Martins);
13. State Environmental Foundation (Fundação Estadual do Meio Ambiente);
14. Helena Antipoff Foundation (Fundação Helena Antipoff);
15. João Pinheiro Foundation (Fundação João Pinheiro);

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16. Military Office of the Governor (Gabinete Militar do Governador);
17. Social Security Institute of the Civil Servants of State of Minas Gerais (Instituto de Previdência dos Servidores do Estado de Minas Gerais);
18. Social Security Institute of the Military Servants of State of Minas Gerais (Instituto de Previdência dos Servidores Militares do Estado de Minas Gerais);
19. State Institute of Forests (Instituto Estadual de Florestas);
20. Water Management Institute of Minas Gerais (Instituto Mineiro de Gestão das Águas);
21. Commercial Registry of the State of Minas Gerais (Junta Comercial do Estado de Minas Gerais);
22. State Office of the Ombudsman (Ouvidoria Geral do Estado);
23. Civil Police of the State of Minas Gerais (Polícia Civil do Estado de Minas Gerais);
24. Military Police of the State of Minas Gerais (Polícia Militar do Estado de Minas Gerais);
25. Office of Culture and Tourism (Secretaria de Cultura e Turismo);
26. Office of Economic Development (Secretaria de Desenvolvimento Econômico);
27. Office of Social Development (Secretaria de Desenvolvimento Social);
28. Office of Education (Secretaria de Educação);
29. Office of Government (Secretaria de Governo);
30. Office of Infrastructure and Mobility (Secretaria de Infraestrutura e Mobilidade);
31. Office of Environment and Sustainable Development (Secretaria de Meio Ambiente e Desenvolvimento Sustentável);
32. Office of Planning and Management (Secretaria de Planejamento e Gestão);
33. University of the State of Minas Gerais (Universidade do Estado de Minas Gerais);
34. State University of Montes Claros (Universidade Estadual de Montes Claros);
35. Secretary of Agriculture, Livestock and Supply (Secretaria de Agricultura, Pecuária e Abastecimento) (Note 9.4).

9.2. Legislative Branch

1. Minas Gerais Audit Court (Tribunal de Contas de Minas Gerais).

9.3. Other



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1. Public Defender's Office in the State of Minas Gerais (Defensoria Pública do Estado de Minas Gerais).

9.4. For the entities listed in Minas Gerais, this Agreement does not cover procurement by Secretary of Agriculture, Livestock and Supply (Secretaria de Agricultura, Pecuária e Abastecimento) of services or construction services.

10. PARÁ

1. All entities of the Executive Branch, including their respective subordinate agencies. For greater certainty, "subordinate agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

11. PARAÍBA

1. All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

12. PARANÁ

12.1. Executive Branch

1. All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

12.2. Judicial Branch

1. Paraná State Court of Appeals (Tribunal de Justiça do Paraná).

12.3. Legislative Branch



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1. Legislative Assembly (Assembleia Legislativa);
2. Paraná State Audit Court (Tribunal de Contas do Estado do Paraná).

12.4. Other

1. State Public Prosecution Service (Ministério Público Estadual);
2. State Public Defender's Office (Defensoria Pública do Estado).

13. PERNAMBUCO

13.1. Executive Branch

1. Office of State Administration and State Procurement Central (Secretaria de Administração do Estado e Central de Licitações do Estado);
2. State Government Accountability Office (Secretaria da Controladoria Geral do Estado);
3. State Office of the Prosecutor General (Procuradoria-Geral do Estado).

14. RIO DE JANEIRO

14.1. Executive Branch

1. All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

14.2. Legislative Branch

1. Rio de Janeiro State Audit Court (Tribunal de Contas do Estado do Rio de Janeiro).

14.3. Other

1. State Public Prosecution Service (Ministério Público Estadual).



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15. RIO GRANDE DO NORTE

1. All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

16. RIO GRANDE DO SUL

16.1. Executive Branch

1. Ministry of Civil Affairs (Casa Civil);
2. State Agency for Regulation of Delegated Public Services in Rio Grande do Sul (Agência Estadual de Regulação dos Serviços Públicos Delegados do Rio Grande do Sul);
3. Military Brigade (Brigada Militar);
4. Military House and Civil Defense (Casa Militar e Defesa Civil);
5. Military Fire Department (Corpo de Bombeiros Militar);
6. Independent Road Department (Departamento Autônomo de Estradas de Rodagem);
7. State Traffic Department (Departamento Estadual de Trânsito);
8. Project Development Office (Escritório de Desenvolvimento de Projetos);
9. Research Support Foundation of the State of Rio Grande do Sul (Fundação de Amparo à Pesquisa do Estado do Rio Grande do Sul);
10. Foundation for Social and Educational Assistance (Fundação de Atendimento Sócio-Educativo);
11. Rio Grande do Sul Special Protection Foundation (Fundação de Proteção Especial do Rio Grande do Sul);
12. Liberato Salzano Vieira da Cunha Technical School Foundation (Fundação Escola Técnica Liberato Salzano Vieira da Cunha);
13. State Foundation for Metropolitan and Regional Planning (Fundação Estadual de Planejamento Metropolitano e Regional);
14. State Foundation for Environmental Protection (Fundação Estadual de Proteção Ambiental);
15. Rio Grande do Sul Social Work and Action Foundation (Fundação Gaúcha do Trabalho e Ação Social);



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16. Porto Alegre Symphonic Orchestra Foundation (Fundação Orquestra Sinfônica de Porto Alegre);
17. São Pedro Theater Foundation (Fundação Teatro São Pedro);
18. Zoobotanical Foundation (Fundação Zoobotânica);
19. Office of the Governor (Gabinete do Governador);
20. Office of the Vice-Governor (Gabinete do Vice-Governador);
21. Rio Grande do Sul Rice Institute (Instituto Rio Grandense do Arroz);
22. General Institute of Expert Examinations (Instituto-Geral de Perícias);
23. Social-Security Institute of the State of Rio Grande do Sul (Instituto de Previdência do Estado do Rio Grande do Sul);
24. Service, Industrial, and Commercial Registry of Rio Grande do Sul (Junta Comercial, Industrial e Serviços do Rio Grande do Sul);
25. Civil Police (Polícia Civil);
26. State Office of the Prosecutor General (Procuradoria-Geral do Estado);
27. Office of Penitentiary Administration (Secretaria da Administração Penitenciária);
28. Office of Agriculture, Livestock, and Rural Development (Secretaria da Agricultura, Pecuária e Desenvolvimento Rural);
29. Office of Culture (Secretaria da Cultura);
30. Office of Education (Secretaria da Educação);
31. Treasury Department (Secretaria da Fazenda) (Note 16.2.c.);
32. Office of Public Security (Secretaria da Segurança Pública) (Note 16.2.b.);
33. Office of Coordination and Support to Municipalities (Secretaria de Articulação e Apoio Aos Municípios);
34. Office of Communications (Secretaria de Comunicação);
35. Office of Economic Development and Tourism (Secretaria de Desenvolvimento Econômico e Turismo);
36. Office of Innovation, Science, and Technology (Secretaria de Inovação, Ciência e Tecnologia);
37. Office of Justice, Citizenship, and Human Rights (Secretaria de Justiça, Cidadania e Direitos Humanos);
38. Office of Logistics and Transportation (Secretaria de Logística e Transportes);
39. Office of Works and Housing (Secretaria de Obras e Habitação);



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40. Office of Planning, Governance, and Management (Secretaria de Planejamento, Governança e Gestão);
41. Extraordinary Office of Partnerships (Secretaria Extraordinária de Parcerias);
42. Office of Social Work and Assistance (Secretaria de Trabalho e Assistência Social);
43. Office of Sports and Leisure (Secretaria do Esporte e Lazer);
44. Office of Environment and Infrastructure (Secretaria do Meio Ambiente e Infraestrutura);
45. Extraordinary Office of Federative and International Relations (Secretaria Extraordinária de Relações Federativas e Internacionais);
46. Sub-Office of the Assis Brasil State Exhibition Park (Subsecretaria do Parque Estadual de Exposições Assis Brasil);
47. Superintendent's Office of the Port of Rio Grande (Superintendência do Porto do Rio Grande);
48. Superintendent's Office of Penitentiary Services (Superintendência dos Serviços Penitenciários);
49. Rio Grande do Sul State University (Universidade Estadual do Rio Grande do Sul).

16.2. For the entities listed in Rio Grande do Sul, this Agreement does not cover:

- (a) procurement of food for the prison system;
- (b) procurement by Office of Public Security (Secretaria de Segurança Pública) of motor vehicles;
- (c) procurement by Treasury Department (Secretaria da Fazenda) involving sensitive data and information or data and information protected by secrecy rules or national security rules;
- (d) procurement of transportation services for public authorities, including the rental of air and ground vehicles.

17. RONDÔNIA

17.1 Executive Branch

- 17.1.1 State Office of Economic Development (Secretaria de Desenvolvimento Econômico).



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18. RORAIMA

18.1 Executive Branch

1. Standing Bidding Committee (Comissão Permanente de Licitação – CPL)
2. Sectoral Commission for Bidding of the Secretariat of State for Infrastructure (Comissão Setorial de Licitação da Secretaria de Estado da Infraestrutura – CSL/SEINF)
3. Sectoral Commission for Bidding of the Secretary of State for Education and Sport (Comissão Setorial de Licitação da Secretaria de Estado da Educação e Desporto – CSL/SEED)
4. Bidding Committee of the State Traffic Department of Roraima (Comissão de Licitação do Departamento Estadual de Trânsito de Roraima)
5. Bidding Committee of the Institute of Social Security of the State of Roraima (Comissão de Licitação do Instituto de Previdência do Estado de Roraima)
6. Bidding Committee of the Institute of Weights and Measures of the State of Roraima (Comissão de Licitação do Instituto de Pesos e Medidas do Estado de Roraima)
7. Bidding Committee of the Institute of Support to Science, Technology and Innovation of the State of Roraima (Comissão de Licitação do Instituto de Amparo à Ciência, Tecnologia e Inovação do Estado de Roraima)
8. Bidding Committee of the State University of Roraima (Comissão de Licitação da Universidade Estadual de Roraima)
9. Bidding Committee of the State Foundation for the Environment and Water Resources (Comissão de Licitação da Fundação Estadual do Meio Ambiente e Recursos Hídricos)
10. Bidding Committee of the Agricultural Defense Agency of Roraima (Comissão de Licitação da Agência de Defesa Agropecuária de Roraima)
11. Bidding Committee of the Commercial Registry of the State of Roraima (Comissão de Licitação da Junta Comercial do Estado de Roraima)
12. Committee of the Virtual University of Roraima (Comissão de Licitação da Universidade Virtual de Roraima)
13. Bidding Committee of the Institute of Land and Colonization of the State of Roraima (Comissão de Licitação do Instituto de Terras e Colonização do Estado de Roraima)

18.2 Judicial Branch



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1. Roraima State Court of Appeals (Tribunal de Justiça de Roraima) – TJ/RR

19. SANTA CATARINA

1. All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

20. SÃO PAULO

1. All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.

21. TOCANTINS

1. All entities of the Executive Branch, including their respective related agencies. For greater certainty, "related agencies" comprises all subordinate bodies and agencies of public law with separate legal personality within the structure of the entities included in this Section.



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SECTION C

(OTHER ENTITIES)

Unless otherwise specified, Chapter 13 (Government Procurement) covers procurement by entities listed in this Section, subject to the following thresholds:

THRESHOLDS:

- | | |
|-------------------------|---------------|
| - Goods | SDR 400,000 |
| - Services | SDR 400,000 |
| - Construction services | SDR 5,000,000 |

LIST OF ENTITIES:

1. Brazilian Mint (Casa da Moeda do Brasil);
2. Brazilian Airport Infrastructure Company (Empresa Brasileira de Infraestrutura Aeroportuária) – INFRAERO;
3. INFRA S.A (previously, Planning and Logistics Company (Empresa de Planejamento e Logística S.A.) – EPL and Engineering, Construction, and Railway Company (VALEC Engenharia, Construções e Ferrovias S.A.).



SECTION D

(GOODS)

Unless otherwise specified, Chapter 13 (Government Procurement) covers procurement of all goods by the entities listed in Sections A through C.

When procured by Ministry of Defense (Ministério da Defesa), Ministry of Justice and Public Security (Ministério da Justiça e Segurança Pública), and entities related to public security listed in Section B, Chapter 13 (Government Procurement) generally covers only procurement of the following Harmonized System (HS) classifications subject to Brazil's Government determinations pursuant to Article 13.5(1) (Security and general exceptions):

HS CHAPTER	DESCRIPTION
Chapter 1	Live Animals
Chapter 2	Meat and edible meat offal
Chapter 3	Fish and crustaceans, molluscs and other aquatic invertebrates
Chapter 4	Dairy produce; birds' eggs; natural honey; edible products of animal origin, not elsewhere specified or included
Chapter 5	Products of animal origin, not elsewhere specified or included;
Chapter 6	Live trees and other plants; bulbs, roots and the like; cut flowers and ornamental foliage
Chapter 7	Edible vegetables and certain roots and tubers
Chapter 8	Edible fruit and nuts; peel of citrus fruit or melons
Chapter 9	Coffee, tea, maté and spices
Chapter 10	Cereals
Chapter 11	Products of the milling industry; malt; starches; inulin; wheat gluten
Chapter 12	Oil seeds and oleaginous fruits; miscellaneous grains, seeds and fruit; industrial or medicinal plants; straw and fodder;
Chapter 13	Lac; gums, resins and other vegetable saps and extracts

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Chapter 14	Vegetable plaiting materials; vegetable products not elsewhere specified or included
Chapter 15	Animal or vegetable fats and oils and their cleavage products; prepared edible fats; animal or vegetable waxes
Chapter 16	Preparations of meat, of fish or of crustaceans, molluscs or other aquatic invertebrates
Chapter 17	Sugars and sugar confectionery
Chapter 18	Cocoa and cocoa preparations
Chapter 19	Preparations of cereals, flour, starch or milk; pastrycooks' products
Chapter 20	Preparations of vegetables, fruit, nuts or other parts of plants
Chapter 21 ex.	Miscellaneous edible preparations; excluding Field Ration
Chapter 22	Beverages, spirits and vinegar
Chapter 23	Residues and waste from the food industries; prepared animal fodder
Chapter 24	Tobacco and manufactured tobacco substitutes
Chapter 25	Salt; sulphur; earths and stone; plastering materials, lime and cement
Chapter 26	Ores, slag and ash
Chapter 27	Mineral fuels, mineral oils and products of their distillation; bituminous substances; mineral waxes
Chapter 28 ex.	Inorganic chemicals; organic or inorganic compounds of precious metals, of rare-earth metals, of radioactive elements or of isotopes; except: 28.50
Chapter 29 ex.	Organic chemicals; except: ex. 29.04; ex. 29.20; ex. 29.21
Chapter 30	Pharmaceutical products
Chapter 31	Fertilisers
Chapter 32 ex.	Tanning or dyeing extracts; tannins and their derivatives; dyes, pigments and other colouring matter; paints and varnishes; putty and other mastics; inks; except:



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	32.08
Chapter 33	Essential oils and resinoids; perfumery, cosmetic or toilet preparations
Chapter 34	Soap, organic surface-active agents, washing preparations, lubricating preparations, artificial waxes, prepared waxes, polishing or scouring preparations, candles and similar articles, modelling pastes, "dental waxes" and dental preparations with a basis of plaster
Chapter 35	Albuminoidal substances; modified starches; glues; enzymes
Chapter 37	Photographic or cinematographic goods
Chapter 38	Miscellaneous chemical products
Chapter 39	Plastics and articles thereof; except:
ex.	ex.39.26
Chapter 40	Rubber and articles thereof
Chapter 41	Raw hides and skins (other than furskins) and leather
Chapter 42	Articles of leather; saddlery and harness; travel goods, handbags and similar containers; articles of animal gut (other than silk-worm gut)
Chapter 43	Furskins and artificial fur; manufactures thereof
Chapter 44	Wood and articles of wood; wood charcoal
Chapter 45	Cork and articles of cork
Chapter 46	Manufactures of straw, of esparto or of other plaiting materials; basketware and wickerwork
Chapter 47	Pulp of wood or of other fibrous cellulosic material; recovered (waste and scrap) paper or paperboard
Chapter 48	Paper and paperboard; articles of paper pulp, of paper or of paperboard
Chapter 49	Printed books, newspapers, pictures and other products of the printing industry; manuscripts, typescripts and plans
Chapter 50	Silk
Chapter 51	Wool, fine or coarse animal hair; horsehair yarn and woven fabric
Chapter 52	Cotton
Chapter 53	Other vegetable textile fibres; paper yarn and woven fabrics of paper yarn
Chapter 54	Man-made filaments; strip and the like of man-made textile materials;
Chapter 55	Man-made staple fibres

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Chapter 56	Wadding, felt and nonwovens; special yarns; twine, cordage, ropes and cables and articles thereof
Chapter 57	Carpets and other textile floor coverings
Chapter 58	Special woven fabrics; tufted textile fabrics; lace; tapestries; trimmings; embroidery
Chapter 59	Impregnated, coated, covered or laminated textile fabrics; textile articles of a kind suitable for industrial use
Chapter 60	Knitted or crocheted fabrics
Chapter 61 ex.	Articles of apparel and clothing accessories, knitted or crocheted except. for military use
Chapter 62 ex.	Articles of apparel and clothing accessories, not knitted or crocheted except. for military use
Chapter 63 ex.	Other made up textile articles, sets; worn clothing and worn textile articles; rags except for military use
Chapter 64 ex.	Footwear, gaiters and the like; parts of such articles; except for military use
Chapter 65 ex.	Headgear and parts thereof; except 65.06
Chapter 66	Umbrellas, sun umbrellas, walking-sticks, seat-sticks, whips, riding-crops and parts thereof
Chapter 67	Prepared feathers and down and articles made of feathers or of down; artificial flowers; articles of human hair
Chapter 68	Articles of stone, plaster, cement, asbestos, mica or similar materials
Chapter 69	Ceramic products
Chapter 70	Glass and glassware
Chapter 71	Natural or cultured pearls, precious or semi-precious stones, precious metals, metals clad with precious metal and articles thereof; imitation jewellery; coin
Chapter 72	Iron and steel
Chapter 73	Articles on iron and steel



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Chapter 74	Copper and articles thereof
Chapter 75	Nickel and articles thereof
Chapter 76	Aluminium and articles thereof
Chapter 78	Lead and articles thereof
Chapter 79	Zinc and articles thereof
Chapter 80	Tin and articles thereof
Chapter 81	Other base metals; cermets; articles thereof
Chapter 82	Tools, implements, cutlery, spoons and forks, of base metal; parts thereof of base metal
Chapter 83	Miscellaneous articles of base metal
Chapter 87	Vehicles, tractors, cycles and other land vehicles, parts and accessories
Chapter 91	Clocks and watches and parts thereof;
Chapter 92	Musical instruments; parts and accessories of such articles
Chapter 94	Furniture; bedding, mattresses, mattress supports, cushions and similar stuffed furnishings; lamps and lighting fittings, not elsewhere specified or included; illuminated signs, illuminated name-plates and the like; prefabricated buildings
Chapter 95	Toys, games and sports requisites; parts and accessories thereof
Chapter 96	Miscellaneous manufactured articles
Chapter 97	Works of art, collectors' pieces and antiques



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SECTION E

(SERVICES)

With the exception of financial services, and unless otherwise specified, this Agreement covers procurement of all services specified in this Appendix by the entities listed in Sections A through C only to the extent that Singapore has provided reciprocal access to that service in its schedule.

Notwithstanding the exception above, the following subsector of financial services is included:

Services auxiliary to insurance classified under W120 code 7. A (d) and CPC 8140:

- consultancy services;
- actuarial services;
- surveys.

SECTION F

(CONSTRUCTION SERVICES)

LIST OF CONSTRUCTION SERVICES (DIVISION 51, CPC PROV.):

Unless otherwise specified, Chapter 13 (Government Procurement) covers procurement by the entities listed in Sections A through C of the following construction services listed in Division 51 of the Provisional Central Product Classification (CPC Prov.) (others being excluded):

List of construction services covered

CPC	Description
512	General construction work for buildings
513	General construction work for civil engineering
514, 516	Installation and assembly work
517	Building completion and finishing work
511, 515, 518	Others

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SECTION G

(GENERAL NOTES)

Unless otherwise specified, the following general notes apply without exception to Chapter 13 (Government Procurement), including to Sections A through F.

1. Chapter 13 (Government Procurement) does not apply to:
 - (a) procurement made outside the territory of a State Party, for consumption outside the territory of that State Party;
 - (b) contracting related to the delegation of services, such as authorizations, permits and concessions, including the concession of public works;
 - (c) public procurement of goods and services purchased under food and nutritional security and school feeding programs that support family farmers or family farming cooperatives carrying specific registration, according to the laws and regulations of a State Party or those of its Sub-central entities;
 - (d) procurement related to the National Health System (Sistema Único de Saúde – SUS);
 - (e) procurement conducted between public entities.

2. Brazil reserves the right of applying preferences in accordance with its laws and regulations, as well as set-aside policies in favor of its Micro, Small and Medium Enterprises (MSMEs).

3. Brazil reserves the right of conducting a limited tendering procedure in the procurement of goods and services from nonprofit institutions dedicated to social assistance, public services or social services of public interest.

4. Brazil reserves the right of, in addition to the provisions set forth in subparagraph (f) of Article 13.19(1) (Limited tendering), conducting limited tendering with the same developer of the prototype for the subsequent purchase of the good or service.

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5. Article 13.13(3) (Notices) shall be enforced by Brazil only three years after the entry into force of the Agreement for Brazil.

6. This Agreement covers services specified in Section E and construction services specified in Section F with respect to Singapore only to the extent that Singapore has provided reciprocal access to that service.

7. For greater certainty, the commitments with regard to services in Section E and Section F are subject to limitations, conditions and qualifications specified in List A of Brazil and List B of Brazil in Annex III (Schedule of Reservations and Non-Conforming Measures for Services and Investment for Brazil).



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SECTION H

(MEANS OF PUBLICATION)

Notices of intended procurement shall be publicized in the Brazilian National Portal for Public Procurement (Portal Nacional de Compras Públicas – PNCP), in the terms of Brazilian laws, more specifically Brazilian Civil Code (10.406, January 10th, 2002) and Brazilian Law for Public Procurement (14.133, April 1st, 2021)

<https://www.gov.br/pncp/pt-br>



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SECTION I

(THRESHOLD ADJUSTMENT FORMULA)

Brazil shall calculate and convert the value of the thresholds into its national currency, using the conversion rates of the International Monetary Fund (IMF). The conversion rates will be the average of the values of its national currency in terms of the SDR published by the IMF in its monthly "International Financial Statistics", over the two-year period preceding 1 October of the year prior to the thresholds becoming effective. The converted thresholds shall apply from 1 January of the following year and shall be fixed for one year.

The value of the newly calculated thresholds shall be made available by Brazil, in its national currency, before the respective thresholds take effect.

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ANNEX 13-A
APPENDIX 13-A-3

**SCHEDULE OF COMMITMENTS ON GOVERNMENT PROCUREMENT
PARAGUAY**

**NOTE ON THE APPLICATION OF CHAPTER GOVERNMENT PROCUREMENT BETWEEN
PARAGUAY AND SINGAPORE**

Application of Chapter 13 (Government Procurement) shall be subject to receipt by Singapore within three years after entry into force of the Agreement of a written notification by Paraguay stating the consent of Paraguay to apply these Sections.



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SECTION A

(CENTRAL ENTITIES)

THRESHOLDS:

For Goods and Services:

- From the entry into force of the Agreement until the end of the tenth year from its entry into force: SDR 1,067,568.
- From the 11th year until the end of the 15th year from the entry into force of the Agreement: SDR 900,000.
- From the 16th year until the end of the 18th year from the entry into force of the Agreement: SDR 700,000.
- From the 19th year from the entry into force of the Agreement onwards: SDR 650,000.

LIST OF ENTITIES:

A) CENTRAL ADMINISTRATION

1. Ministry of Foreign Affairs (Ministerio de Relaciones Exteriores)
2. Ministry of Justice (Ministerio de Justicia)
3. Ministry of Labor, Employment and Social Security (Ministerio de Trabajo, Empleo y Seguridad Social)
4. Ministry of Industry and Commerce (Ministerio de Industria y Comercio)
5. Ministry of Women (Ministerio de la Mujer)
6. Ministry of Economy and Finance (Ministerio de Economía y Finanzas)
7. Vice President of the Republic (Vicepresidencia de la República)
8. Ministry of Social Development (Ministerio de Desarrollo Social)
9. Ministry of Environment and Sustainable Development (Ministerio del Ambiente y Desarrollo Sostenible)
10. National Secretariat for the Human Rights of People with Disabilities (Secretaría Nacional por los Derechos Humanos de las Personas con Discapacidad)
11. National Secretariat of the Youth (Secretaría Nacional de la Juventud)

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12. General Audit of the Executive Power (Auditoría General del Poder Ejecutivo)
13. National Council of Science and Technology (Consejo Nacional de Ciencia y Tecnología)
14. National Statistics Institute (Instituto Nacional de Estadística)
15. Senior Government Notary (Escribanía Mayor de Gobierno)
16. Office of the Attorney General of the Republic (Procuraduría General de la República)
17. Secretariat of Language Policies (Secretaría de Políticas Lingüísticas)
18. National Secretariat of Anticorruption (Secretaría Nacional Anticorrupción)
19. National Secretariat of Repatriation (Secretaría de Desarrollo para Repatriados y Refugiados Connacionales)
20. Space Agency of Paraguay (Agencia Espacial del Paraguay)
21. National Secretariat of Tourism (Secretaría Nacional de Turismo)

B) LEGISLATIVE POWER

1. National Congress (Congreso Nacional)

C) JUDICIAL POWER

1. Public Ministry (Ministerio Público)
2. Council of the Magistracy (Consejo de la Magistratura)
3. Jury for the Prosecution of Magistrates (Jurado de Enjuiciamiento de Magistrados)
4. Ministry of Public Defense (Ministerio de la Defensa Pública)

D) AUTONOMOUS AND AUTARCHIC ENTITIES

1. National Institute of Technology, Standardization and Metrology (Instituto Nacional de Tecnología, Normalización y Metrología)
2. National Institute for Rural and Land Development (Instituto Nacional de Desarrollo Rural y de la Tierra)
3. Paraguayan Institute of Indigenous (Instituto Paraguayo del Indígena)
4. National Securities Commissioner (Superintendencia de Valores)
5. Directorate of Charity and Social Assistance (Dirección de Beneficiencia y Ayuda Social)
6. National Directorate of the Paraguayan Post Office (Dirección Nacional de Correos del Paraguay)
7. National Directorate of Income Taxes (Dirección Nacional de Ingresos Tributarios)



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8. National Directorate of Intellectual Property Rights (Dirección Nacional de Propiedad Intelectual)
9. Paraguayan Institute of Agricultural Technology (Instituto Paraguayo de Tecnología Agraria)
10. National Service for Plant and Seed Quality and Health (Servicio Nacional de Calidad y Sanidad Vegetal y de Semillas)
11. National Fund for Culture and the Arts (Fondo Nacional de la Cultura y las Artes)
12. National Forestry Institute (Instituto Nacional Forestal)
13. Paraguayan Institute of Crafts (Instituto Paraguayo de Artesanía)
14. Radiological and Nuclear Regulatory Authority (Autoridad Reguladora Radiológica y Nuclear)
15. Secretariat of Consumer Defense and the User (Secretaría de Defensa del Consumidor y el Usuario)
16. National Traffic and Road Safety Agency (Agencia Nacional de Tráfico y Seguridad Vial)
17. National Higher Education Council (Consejo Nacional de Educación Superior)
18. National Secretariat of Culture (Secretaría Nacional de Cultura)

E) FINANCIAL ENTITIES

1. National Promotion Bank (Banco Nacional de Fomento)
2. Agricultural Credit of Enabling (Crédito Agrícola de Habilitación)
3. Livestock Fund (Fondo Ganadero)
4. Financial Development Agency (Agencia Financiera de Desarrollo)

F) SOCIAL SECURITY

1. Social Security Fund for Employees and Railway Workers (Caja de Seguros Sociales de Empleados y Obreros Ferroviarios)

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SECTION B

(SUB-CENTRAL ENTITIES)

Excluded.




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SECTION C

(OTHER ENTITIES)

Excluded.



SECTION D

(GOODS)

Unless otherwise specified, and subject to the respective Notes in each Section and to the General Notes in Section G, Chapter 13 (Government Procurement) covers all government procurement of goods carried out by the entities listed in Section A, with the exception of goods that correspond to the Harmonized System (HS) listed below

HS Nomenclature	Description
04	Dairy produce; birds' eggs; natural honey; edible products of animal origin not elsewhere specified or included
1101.00	Wheat or meslin flour
11.02	Cereal flours other than of wheat or meslin
1108.12.00	Maize (corn) starch
1108.14.00	Manioc (cassava) starch
15.15	Other fixed vegetable fats and oils (including jojoba oil) and their fractions, whether or not refined, but not chemically modified.
15.16	Animal or vegetable fats and oils and their fractions, partly or wholly hydrogenated, inter-esterified, re-esterified or elaidinised whether or not refined, but not further prepared
1517.10.00	Margarine, excluding liquid margarine
1601.00.00	Sausages and similar products, of meat, meat offal or blood; food preparations based on these products
17.01	Cane or beet sugar and chemically pure sucrose, in solid form
19.02	Pasta, whether or not cooked or stuffed (with meat or other substances) or otherwise prepared, such as spaghetti, macaroni, noodles, lasagna, gnocchi, ravioli, cannelloni; couscous, whether or not prepared
19.04	Prepared foods obtained by the swelling or roasting of cereals or cereal products (for example, corn flakes); cereals (other than maize (corn)) in grain form or in the form of flakes or other worked grains (except flour,

	groats and meal), pre-cooked, or otherwise prepared, not elsewhere specified or included
19.05	Bread, pastry, cakes, biscuits and other bakers' wares, whether or not containing cocoa; communion wafers, empty cachets of a kind suitable for pharmaceutical use, sealing wafers, rice paper and similar products.
20.09	Fruit juices (including grape must) and vegetable juices, unfermented and not containing added spirit, whether or not containing added sugar or other sweetening matter.
2101.20.20	Of maté
2201.10.00	Mineral waters and aerated waters
2804.30.00	Nitrogen
2804.40.00	Oxygen
2815.20.00	Potassium hydroxide (caustic potash)
30	Pharmaceutical products
32.08	Paints and varnishes (including enamels and lacquers) based on synthetic polymers or chemically modified natural polymers, dispersed or dissolved in a non-aqueous medium; solutions as defined in Note 4 to this Chapter.
32.09	Paints and varnishes (including enamels and lacquers) based on synthetic polymers or chemically modified natural polymers, dispersed or dissolved in an aqueous medium.
32.14	Glaziers' putty, grafting putty, resin cements, caulking compounds and other mastics; painters' fillings; non-refractory surfacing preparations for façades, indoor walls, floors, ceilings or the like.
32.15	Printing ink, writing or drawing ink and other inks, whether or not concentrated or solid.
34.01	Soap; organic surface-active products and preparations for use as soap, in the form of bars, cakes, molded pieces or shapes, whether or not containing soap; organic surface-active products and preparations for washing the skin, in the form of liquid or cream and put up for retail sale, whether or not containing soap; paper, wadding, felt and nonwovens, impregnated, coated or covered with soap or detergent.

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39.17	Tubes, pipes and hoses, and fittings therefor (for example, joints, elbows, flanges), of plastics.
39.23	Articles for the conveyance or packing of goods, of plastics; stoppers, lids, caps and other closures, of plastics.
39.25	Builders' ware of plastics, not elsewhere specified or included.
3926.10.00	Office or school supplies
4011.40.00	Of a kind used on motorcycles
44.18	Builders' joinery and carpentry of wood, including cellular wood panels, assembled flooring panels, shingles and shakes.
48.19	Cartons, boxes, cases, bags and other packing containers, of paper, paperboard, cellulose wadding or webs of cellulose fibres; box files, letter trays, and similar articles, of paper or paperboard of a kind used in offices, shops or the like.
48.20	Registers, account books, note books, order books, receipt books, letter pads, memorandum pads, diaries and similar articles, exercise books, blotting-pads, binders (loose-leaf or other), folders, file covers, manifold business forms, interleaved carbon sets and other articles of stationery, of paper or paperboard; albums for samples or for collections and book covers, of paper or paperboard.
48.21	Paper or paperboard labels, of all kinds, whether or not printed.
49.01	Printed books, brochures, leaflets and similar printed matter, whether or not in single sheets.
49.11	Other printed matter, including printed pictures and photographs.
61	Articles of apparel and clothing accessories, knitted or crocheted
63.02	Bed linen, table linen, toilet linen and kitchen linen.
70.07	Safety glass, consisting of toughened (tempered) or laminated glass
72.14	Other bars and rods of iron or non-alloy steel, not further worked than forged, hot-rolled, hot-drawn or hot-extruded, but including those twisted after rolling.
72.15	Other bars and rods of iron or non-alloy steel.
72.16	Angles, shapes and sections of iron or non-alloy steel.
72.17	Wire of iron or non-alloy steel.



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73.05	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel
73.07	Tube or pipe fittings (for example, couplings, elbows, sleeves), of iron or steel.
73.08	Structures (excluding prefabricated buildings of heading 94.06) and parts of structures (for example, bridges and bridge-sections, lock-gates, towers, lattice masts, roofs, roofing frame-works, doors and windows and their frames and thresholds for doors, shutters, balustrades, pillars and columns), of iron or steel; plates, rods, angles, shapes, sections, tubes and the like, prepared for use in structures, of iron or steel.
7309.00	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 l, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment.
7310	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 l, whether or not lined or heat insulated, but not fitted with mechanical or thermal equipment.
7311.00.00	Containers for compressed or liquefied gas, of iron or steel.
7313.00.00	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel
73.14	Cloth (including endless bands), grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel.
73.17.00	Nails, tacks, drawing pins, corrugated nails, staples (other than those of heading 83.05) and similar articles, of iron or steel, whether or not with heads of other material, but excluding such articles with heads of copper
8303.00.00	Boxes of flow, armored doors and chambers for vaults, chests and safety boxes and similar articles, of common metal.
83.11	Wire, rods, tubes, plates, electrodes and similar products, of base metal or of metal carbides, coated or cored with flux material, of a kind used for soldering, brazing, welding or deposition of metal or of metal carbides;

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	wire and rods, of agglomerated base metal powder, used for metal spraying
8701.95.90	Tractors (other than tractors of heading 87.09. Other, of an engine power. Exceeding 130 kW.
8703.22	Other vehicles, with only spark-ignition internal combustion reciprocating piston engine. Of a cylinder capacity exceeding 1,000 cc but not exceeding 1,500 cc
8703.23	Other vehicles, with only spark-ignition internal combustion reciprocating piston engine. Of a cylinder capacity exceeding 1,500 cc but not exceeding 3,000 cc
8704.21.90	Motor vehicles for the transport of goods. Other, with compression-ignition internal combustion piston engine (diesel or semi-diesel). g.v.w. not exceeding 5 tonnes.
8704.22.90	Motor vehicles for the transport of goods. Other, with compression-ignition internal combustion piston engine (diesel or semi-diesel). g.v.w. exceeding 5 tonnes but not exceeding 20 tonnes.
8704.31.90	Motor vehicles for the transport of goods. Other, with spark-ignition internal combustion piston engine. g.v.w. not exceeding 5 tonnes.
8711.20.20	Motorcycles with a cylinder capacity greater than 125 cm ³ .
8711.20.10	Motorcycles with a cylinder capacity not exceeding 125 cm ³ .
9020.00	Other respirators and gas masks, other than protective masks with no mechanism or removable filter element.

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SECTION E

(SERVICES)

POSITIVE LIST OF SERVICES

SECTORS AND SUBSECTORS

OF THE CPC
Section B

1. SERVICES PROVIDED TO COMPANIES

B. Computer Services and related services

a. Consulting services in Computer equipment installation	84100
b. System Analysis Services	84220
c. Data processing Services	843
d. Database services	844

C. Research and Development Services

b. Research and development services of social sciences and humanities	852
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F. Other services provided to companies

b. Public Opinion Survey Services	86402
c. Management Consultants Services	865
d. Services related to those of administration consultations	866
h. Mining-related services	883+5115
n. Equipment maintenance and repair services (excluding ships, aircraft and other transport equipment)	663+8861-8866
s. Services rendered on the occasion of assemblies or conventions	87909*

2. COMMUNICATIONS SERVICES

C. Telecommunications services

4. DISTRIBUTION SERVICES

B. Wholesale Trade Services	622
C. Retail Trade Services	631+632 6111 +6113+6121



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D. Franchise Services 8929

7. FINANCIAL SERVICES

9. TOURISM SERVICES AND TRAVEL-RELATED SERVICES

A. Hotels and restaurants (including food supply services from outside by contract) 641-643

C. Tour guide Services 7472



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SECTION F

(CONSTRUCTION SERVICES)

Excluded.



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SECTION G

(GENERAL NOTES)

1. In view of the asymmetries existing between Paraguay and Singapore and considering that Paraguay is a country without Maritime Coastal and Less Relative Economic Development, a Special and Differential Treatment for Paraguay is requested in the Chapter of Government Procurement for negotiations between MERCOSUR and Singapore.
2. In view of the application of the principle mentioned above, Paraguay will reserve the right to adopt the following measures, among others:
 - (a) Apply a margin of price preference to goods and services of national origin, established in the internal legislation, guaranteeing that the rules of preferences and their applications are transparent and clearly described.
 - (b) Use support programs to stimulate national development, innovation, scientific and technological research, including offsets provided that their conditions and their assessment are non-discriminatory and it is indicated in the notice of intended procurement as well as clearly defined in the procurement documents.
3. The coverage of the Chapter will be defined by negative list of goods, positive list of services and list of governmental entities.
4. Exceptions to the scope of application. This Chapter does not apply to:
 - (a) Purchases of "State Owned Enterprises" and any other public institution not listed in Section A (Central Entities).
 - (b) Contracts carried out within national policies directed to: education, health, social, industry, environment, defense and national security, family agriculture, and other programs declared of strategic by the Government.
 - (c) Construction services.
 - (d) Contracts for the delegation of services, such as authorizations, permits and concessions, including the concession of public works.



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- (e) Non-contractual agreements or any form of assistance provided by a State Party or by a State enterprise, including contracting under programs financed with loans from international financial organizations, donations, capital increases, subsidies, public provision of goods and services, to people or governments at the regional, province or local level.
- (f) The acquisition of services of agencies or services of tax warehouses, services of liquidation and administration for regulated financial institutions, nor the services of sale and distribution of public debt.




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SECTION H

(MEANS OF PUBLICATION)

1. For subparagraph (a) of Article 13.12(2) (Information on the procurement system)

Sistema de Información de las Contrataciones Públicas.

2. For subparagraph (b) of Article 13.12(2) (Information on the procurement system)

Sistema de Información de las Contrataciones Públicas.


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SECTION I

(THRESHOLD ADJUSTMENT FORMULA)

Paraguay shall calculate and convert the value of the thresholds into its national currency, using the conversion rates of the International Monetary Fund (IMF). The conversion rates will be the average of the values of its national currency in terms of the SDR published by the IMF in its monthly "International Financial Statistics", over the two-year period preceding 1 October of the year prior to the thresholds becoming effective. The converted thresholds shall apply from 1 January of the following year and shall be fixed for one year.

The value of the newly calculated thresholds shall be made available by Paraguay, in its national currency, before the respective thresholds take effect.

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ANNEX 13-A
APPENDIX 13-A-4**SCHEDULE OF COMMITMENTS ON GOVERNMENT PROCUREMENT**
URUGUAY**SECTION A****(CENTRAL ENTITIES)**

This Agreement applies to public procurement conducted by the Uruguayan entities listed in Sections A and C, when the value of public procurement has been estimated, in accordance with Article 13.4 (Valuation of contracts), which is the same or that exceeds:

For Goods and Services:

- From the entry into force of the Agreement until the end of the 10th from its entry into force: SDR 284,091 (two hundred, eighty-four thousand and ninety-one).
- From the 11th (eleventh) year until the end of the 15th (fifteenth) year from the entry into force of this Agreement: SDR 200,000 (two hundred thousand).
- From the 16th (sixteenth) year from the entry into force of the Agreement onwards: SDR 130,000 (one hundred, thirty thousand).

For Construction Services:

- SDR 5,652,032 (five million, six hundred fifty-two thousand and thirty-two) for the construction or public works services specified in Section F.

LIST OF ENTITIES

Unless otherwise specified in this Section, all entities / agencies listed below are covered by this Agreement.

A) PODER EJECUTIVO (EXECUTIVE BRANCH)

1

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1. Presidencia de la República (1) (Presidency of the Republic)
2. Ministerio de Defensa Nacional (2) (Ministry of National Defense)
3. Ministerio del Interior (2) (Ministry of Interior)
4. Ministerio de Economía y Finanzas (Ministry of Economy and Finances)
5. Ministerio de Relaciones Exteriores (Ministry of Foreign Affairs)
6. Ministerio de Ganadería, Agricultura y Pesca (Ministry of livestock, farming and fishing)
7. Ministerio de Industria, Energía y Minería (Ministry of Energy and Mining Industry)
8. Ministerio de Turismo (Ministry of Tourism)
9. Ministerio de Transporte y Obras Públicas (Ministry of Transport and Construction services)
10. Ministerio de Educación y Cultura (Ministry of Education and Culture)
11. Ministerio de Salud Pública (Ministry of Public Health)
12. Ministerio de Trabajo y Seguridad Social (Ministry of Labor and Social Security)
13. Ministerio de Vivienda y Ordenamiento Territorial (Ministry of Housing and Territorial Planning)
14. Ministerio de Desarrollo Social (Development Ministry)
15. Ministerio de Ambiente (Ministry of Environment)

B) PODER LEGISLATIVO (LEGISLATIVE BRANCH)

1. Cámara de Senadores. (Chamber of Senators)
2. Cámara de Representantes (House of Representatives).
3. Asamblea General (General Assembly)
4. Comisión Permanente (Permanent Commission)
5. Comisión Administrativa (Administrative Commission)

C) PODER JUDICIAL (JUDICIAL BRANCH)

1. Suprema Corte de Justicia (Supreme Court of Justice)
2. Tribunales de Apelaciones (Courts of Appeals)
3. Juzgados Letrados de Primera Instancia (Trial Courts of First Instance)
4. Juzgados de Paz Departamentales de la Capital (Departmental Courts of Peace of the Capital)
5. Juzgados de Faltas (Fault Courts)
6. Juzgados de Paz Departamentales del Interior (Departmental Courts of Peace of the Interior)
7. Juzgados de Paz de las Ciudades, Villas o Pueblos del Interior (Courts of Peace of the Cities, Towns or Peoples of the Interior)

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8. Juzgados de Paz Rurales (Rural Peace Courts)
9. Corte Electoral (Electoral Court)
10. Tribunal de Cuentas (Court of Accounts)
11. Tribunal de lo Contencioso Administrativo (Administrative Litigation Court)

URUGUAY'S NOTES TO ITS LIST OF ENTITIES:

(1) The hiring of goods and services by the Presidency of the Republic does not include those carried out by the Central Operative Unit "Plan de Integración Socio-Habitacional "Juntos"", regulated by law number 18829 of 24 October 2011.

(2) Purchases made by the Ministry of Defense and by the Ministry of the Interior do not include purchases of strategic goods listed below:

- armament
- nuclear war material
- fire control equipment
- ammunition and explosives
- missiles
- aircraft and components for aircraft
- equipment for takeoff, landing and ground handling of aircraft
- boats and maritime equipment

Neither are the procurement of goods made by the Ministry of Defense and the Ministry of the Interior covered by Section 2 (Food, Beverage and Tobacco, Textile and Clothing and Leather Products) of the Central Product Classifier (CPC version 1.0. of the United Nations) covered.


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SECTION B

(SUB-CENTRAL ENTITIES)

Uruguay shall consult with its departmental governments with a view to achieving their inclusion in Uruguay's market access offer on a voluntary basis.

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SECTION C

(OTHER ENTITIES)

A) AUTONOMOUS ENTITIES

1. Administración Nacional de Educación Pública (ANEP) (1)
2. Consejo Directivo Central (CODICEN)
3. Instituto Nacional de Colonización (INC)
4. Universidad de la República (UDELAR) (2)
5. Universidad Tecnológica (UTEC)

B) DECENTRALIZED SERVICES

6. Administración Nacional de Correos (ANC)
7. Instituto Uruguayo de Meteorología (INUMET)

URUGUAY'S NOTES TO ITS LIST OF ENTITIES:

- (1) Purchases of the ANEP do not include those that are made to acquire, execute, repair goods or contract services for the maintenance and infrastructure improvements of teaching premises under its dependency.
- (2) Purchases of the University of the Republic do not include those that are made to acquire, execute, repair goods or contract services for scientific research.

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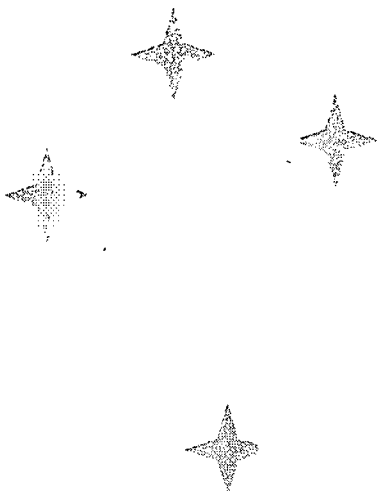
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SECTION D

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(GOODS)

This Agreement applies to all public procurement of goods acquired by entities included in the Sections A and C unless otherwise specified in the Agreement, including its Annexes.



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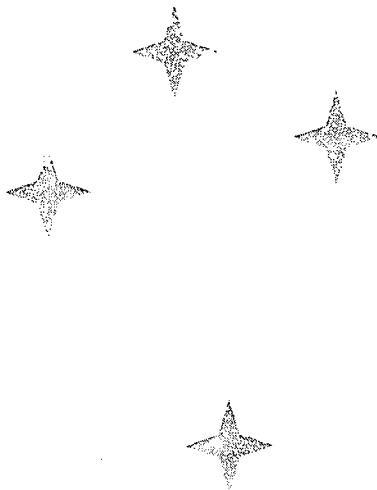
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SECTION E

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(SERVICES)

This Agreement applies to all public procurement of services contracted by entities included in Sections A and C unless otherwise specified in the Agreement, including its Annexes.



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SECTION F

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(CONSTRUCTION SERVICES)

The following construction services in the sense of Division 51 of the Central Product Classification as contained in document MTN.GNS/W/120 are covered (others being excluded):

LIST OF CONSTRUCTION SERVICES COVERED

CPC	Description
512	General construction work for buildings
513	General construction work for civil engineering
514, 516	Installation and assembly work
517	Building completion and finishing work
511, 515, 518	Others

NOTES TO SECTION F:

The offer regarding services is subject to the measures listed in Uruguay's Schedule of Specific Commitments in Annex II (Schedules of Specific Commitments for Services)

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SECTION G

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(GENERAL NOTES)

Unless otherwise provided, the following general notes apply without exception to this Agreement.

1. This Agreement does not apply to:

- (a) purchases of crude oil and its derivatives, basic oils, lubricant additives and their respective freight charges;
- (b) energy purchases;
- (c) purchases of livestock by selection, in the case of specimens with special characteristics;
- (d) the contracting of financial services;
- (e) contracts for the delegation of services, such as authorizations, permits and concessions, including the concession of public works;
- (f) hiring carried out within the framework of the Public Procurement for Development Program.
- (g) the acquisition of services of agencies or services of fiscal deposits, services of liquidation and administration for regulated financial institutions, nor the services of sale and distribution of public debt;
- (h) the hiring of non-profit institutions dedicated to social assistance, teaching, research and institutional development.

2. Notwithstanding any provision of this Agreement, in construction services contracts or public works, Uruguay may grant a margin of preference in the price of the offers which may be conditioned to hiring of nationals, in accordance with the requirements of qualification established in Uruguayan laws and regulations.

3. Notwithstanding Chapter 13 (Government Procurement), Uruguay may reserve in each year, purchase contracts subject to the Agreement for an amount equivalent to 15% (fifteen percent) of its total purchases of the previous year, with the object of promoting specific plans of promotion of



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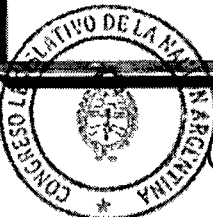
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some sector or activity, founded on public policies and instrumented in rules that specify their content and scope.

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EXCEPTIONS TO THE PUBLIC BIDDING PROCEDURE

Entities may award contracts by other means than the open tender procedures, in any of the following circumstances:

- (a) in the case of construction services or public works, if construction services additional to those originally contracted are required, which respond to unforeseen circumstances and which are necessary for the fulfilment of the objectives of the contract that originated them. However, the total value of the contracts awarded for such additional construction or public works services may not exceed 50 % of the amount of the main contract; and
- (b) if an entity requires consulting services related to aspects of a confidential nature, whose dissemination could reasonably be expected to compromise confidential information of the public sector, cause serious economic disturbances or, similarly, be contrary to the public interest.




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SECTION H

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(MEANS OF PUBLICATION)

Website of the ARCE (State Procurement Regulatory Agency)

<http://www.comprasestatales.gub.uy>

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SECTION I

(THRESHOLD ADJUSTMENT FORMULA)

Uruguay shall calculate and convert the value of its thresholds into its national currency, using the conversion rates of the International Monetary Fund (IMF). The conversion rates will be the average of the values of its national currency in terms of the SDR published by the IMF in its monthly "International Financial Statistics", over the two-year period preceding 1 October of the year prior to the thresholds becoming effective. The converted thresholds shall apply from 1 January of the following year and shall be fixed for one year.

The value of the newly calculated thresholds shall be made available by Uruguay, in its national currency, before the respective thresholds take effect.

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ANNEX 13-A
APPENDIX 13-A-5**SCHEDULE OF COMMITMENTS ON GOVERNMENT PROCUREMENT
SINGAPORE****SECTION A****(CENTRAL ENTITIES)***Thresholds:*

Unless otherwise specified, Chapter 13 (Government Procurement) shall cover procurement by the entities listed in Section A, subject to the following thresholds:

50,000 SDR	Goods (specified in Section D)
50,000 SDR	Services (specified in Section E)
5,000,000 SDR	Construction Services (specified in Section F)

List of Entities:

1. Auditor-General's Office
2. Attorney-General's Chambers
3. Cabinet Office
4. Istana
5. Judicature
6. Ministry of Communications and Information
7. Ministry of Culture, Community and Youth
8. Ministry of Education
9. Ministry of Finance
10. Ministry of Foreign Affairs
11. Ministry of Health
12. Ministry of Home Affairs
13. Ministry of Law
14. Ministry of Manpower
15. Ministry of National Development
16. Ministry of Social and Family Development
17. Ministry of Sustainability and the Environment
18. Ministry of Trade and Industry
19. Ministry of Transport
20. Parliament

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21. Presidential Councils
22. Prime Minister's Office
23. Public Service Commission
24. Ministry of Defence

Notes to Section A:

1. Chapter 13 (Government Procurement) applies to purchases by the Singapore Ministry of Defence of the following Federal Supply Categories (FSC) of the United States of America (others being excluded) subject to the Government of Singapore's determinations under the provision of paragraph 1 of Article 13.5 (Security and general exceptions).

FSC Description

- 22 Railway Equipment
- 23 Ground Effect Vehicles, Motor Vehicles, Trailers and Cycles
- 24 Tractors
- 25 Vehicular Equipment Components
- 26 Tires and Tubes
- 29 Engine Accessories
- 30 Mechanical Power Transmission Equipment
- 31 Bearings
- 32 Woodworking Machinery and Equipment
- 34 Metalworking Machinery
- 35 Service and Trade Equipment
- 36 Special Industry Machinery
- 37 Agricultural Machinery and Equipment
- 38 Construction, Mining, Excavating and Highway Maintenance Equipment
- 39 Materials Handling Equipment
- 40 Rope, Cable, Chain and Fittings
- 41 Refrigeration, Air Conditioning and Air Circulating Equipment
- 42 Fire Fighting, Rescue and Safety Equipment
- 43 Pumps and Compressors
- 44 Furnace, Steam Plant and Drying Equipment
- 45 Plumbing, Heating and Sanitation Equipment
- 46 Water Purification and Sewage Treatment Equipment
- 47 Pipe, Tubing, Hose and Fittings
- 48 Valves
- 51 Handtools
- 52 Measuring Tools
- 53 Hardware and Abrasives
- 54 Prefabricated Structures and Scaffolding
- 55 Lumber, Millwork, Plywood and Veneer
- 56 Construction and Building Materials

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- 61 Electric Wire, and Power and Distribution Equipment
- 62 Lighting, Fixtures and Lamps
- 63 Alarm, Signal and Security Detection Systems
- 65 Medical, Dental and Veterinary Equipment and Supplies
- 67 Photographic Equipment
- 68 Chemicals and Chemical Products
- 69 Training Aids and Devices
- 70 General Purpose Automatic Data Processing Equipment, Software, Supplies and Support Equipment
- 71 Furniture
- 72 Household and Commercial Furnishings and Appliances
- 73 Food Preparation and Serving Equipment
- 74 Office Machines, Text Processing Systems and Visible Record Equipment
- 75 Office Supplies and Devices
- 76 Books, Maps and other Publications
- 77 Musical Instruments, Phonographs and Home-Type Radios
- 78 Recreational and Athletic Equipment
- 79 Cleaning Equipment and Supplies
- 80 Brushes, Paints, Sealers and Adhesives
- 81 Containers, Packaging and Packing Supplies
- 83 Textiles, Leather, Furs, Apparel and Shoe Findings, Tents and Flags
- 84 Clothing, Individual Equipment, and Insignia
- 85 Toiletries
- 87 Agricultural Supplies
- 88 Live Animals
- 89 Subsistence
- 91 Fuels, Lubricants, Oils and Waxes
- 93 Non-metallic Fabricated Materials
- 94 Non-metallic Crude Materials
- 95 Metal Bars, Sheets and Shapes
- 96 Ores, Minerals, and their Primary Products
- 99 Miscellaneous

2. Chapter 13 (Government Procurement) shall not apply to any procurement in respect of:

- (a) construction contracts for chanceries abroad and headquarters buildings made by the Ministry of Foreign Affairs; and
- (b) contracts made by the Internal Security Department, Criminal Investigation Department, Security Branch and Central Narcotics Bureau of the Ministry of Home Affairs as well as procurement that have security considerations made by the Ministry.

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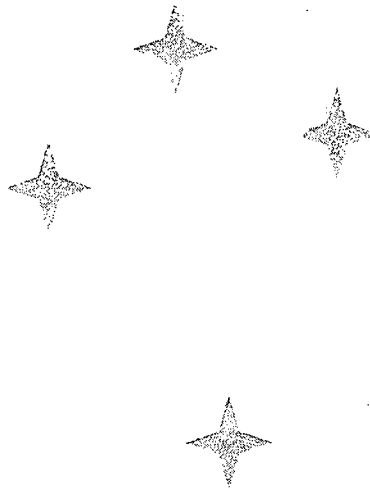
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SECTION B

(SUB-CENTRAL ENTITIES)

Not applicable for Singapore as Singapore does not have any sub-central government entities.



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SECTION C

(OTHER ENTITIES)

Thresholds:

Unless otherwise specified, Chapter 13 (Government Procurement) shall cover procurement by the entities listed in Section C, subject to the following thresholds:

400,000 SDR	Goods (specified in Section D)
400,000 SDR	Services (specified in Section E)
5,000,000 SDR	Construction Services (specified in Section F)

List of Entities:

1. Accounting and Corporate Regulating Authority
2. Agency for Science, Technology and Research
3. Board of Architects
4. Building and Construction Authority
5. Casino Regulatory Authority
6. Central Provident Fund
7. Civil Aviation Authority of Singapore
8. Civil Service College
9. Competition and Consumer Commission of Singapore
10. Council for Estate Agencies
11. Economic Development Board
12. Energy Market Authority
13. Enterprise Singapore
14. Government Technology Agency
15. Health Promotion Board
16. Health Sciences Authority
17. Hotels Licensing Board
18. Housing and Development Board
19. Info-communications Media Development Authority
20. Inland Revenue Authority of Singapore
21. Institute of Technical Education
22. Intellectual Property Office of Singapore
23. ISEAS-Yusof Ishak Institute
24. Jurong Town Corporation
25. Land Transport Authority
26. Maritime and Port Authority of Singapore
27. Monetary Authority of Singapore
28. Nanyang Polytechnic

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29. National Arts Council
30. National Environment Agency
31. National Heritage Board
32. National Library Board
33. National Parks Board
34. Ngee Ann Polytechnic
35. Professional Engineers Board
36. Public Transport Council
37. Republic Polytechnic
38. Science Centre Board
39. Sentosa Development Corporation
40. Singapore Examinations and Assessment Board
41. Singapore Food Agency
42. Singapore Land Authority
43. Singapore Nursing Board
44. Singapore Pharmacy Council
45. Singapore Polytechnic
46. Singapore Tourism Board
47. SkillsFuture Singapore
48. SPORT Singapore
49. Temasek Polytechnic
50. Tote Board
51. Traditional Chinese Medicine Practitioners Board
52. Urban Redevelopment Authority
53. Workforce Singapore
54. Yellow Ribbon Singapore

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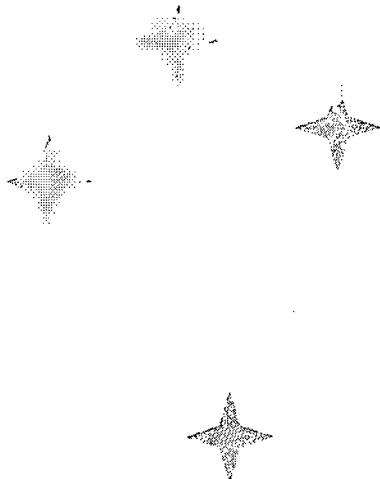
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SECTION D

(GOODS)

Chapter 13 (Government Procurement) shall cover procurement of all goods by the entities listed in Sections A and C, unless otherwise specified in Chapter 13 (Government Procurement).



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SECTION E

(SERVICES)

The following services as contained in document MTN.GNS/W/120 are covered (others being excluded):

CPC	Description
61	Sale, Maintenance and Repair Services of Motor Vehicles and Motorcycles
633	Repair Services of Personal and Household Goods
641 - 643	Hotels and Restaurants (including Catering)
712	Other Land Transport Services
74710	Travel Agencies and Tour Operators
7472	Tourist Guide Services
7512	Courier Services
7523	Electronic Mail
7523	Voice Mail
7523	On-Line Information and Database Retrieval
7523	Electronic Data Interchange
81	Financial Services - Except asset management and other financial services procured by the Ministry of Finance and the Monetary Authority of Singapore for the purpose of managing official foreign reserves and other foreign assets of the Government of Singapore. - Except asset management and other financial services procured by the Central Provident Fund Board.
82	Real Estate Services - Includes only real estate consultancy services, auction and valuation services.
84	Computer and Related Services
862	Accounting, Auditing and Book-keeping Services
864	Market Research and Public Opinion Polling Services
865	Management Consulting Services
866	Services Related to Management Consulting
8671	Architectural Services
8672	Engineering Services
8673	Integrated Engineering Services
86742	Landscape Architectural Services
8675	Engineering Related Scientific and Technical Consulting Services
8676	Technical Testing and Analysis Services
871	Advertising Services
87201	Executive Search Services
87202	Placement Services of Office Support Personnel and Other Workers
87203	Supply Services of Office Support Personnel
874	Building-Cleaning Services
87905	Translation and Interpretation Services
88442	Publishing and Printing Services on a Fee or Contract Basis - Except for the printing of Government legislation and gazette as well as question papers and other documents, specimens, materials or items relating to national examinations.

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924	Adult Education Services
932	Veterinary Services
94	Sewage and Refuse Disposal, Sanitation and other Environmental Protection Services
96112	Motion Picture or Video Tape Production Services
96113	Motion Picture or Video Tape Distribution Services
96121	Motion Picture Projection Services
96122	Video Tape Projection Services
9619	Other Entertainment Services
96311	Library Services
964	Sporting and other Recreational Services - Except gambling and betting services.
-	Biotechnology Services
-	Exhibition Services - Except exhibition services for museums and other facilities related to the functions of the National Heritage Board.
-	Commercial Market Research
-	Interior Design Services, Excluding Architecture
-	Professional, Advisory and Consulting Services Relating to Agriculture, Forestry, Fishing and Mining, Including Oilfield Services
-	Telecommunications Services ¹ Basic Telecommunication Services ² , including resale (facilities-based and services-based): (a) Public Switched Services ³ (local and international) (b) Leased Circuit Services (local and international) Mobile Services ⁴ , including resale (facilities-based and services-based): (a) Public Mobile Data Service (PMDS) (b) Public Trunked Radio Service (PTRS) (c) Public Radio Paging Service (PRPS) (d) Public Cellular Mobile Telephone Service (PCMTS) ¹ Telecommunication services exclude broadcasting services, which are services consisting of the uninterrupted chains of transmission by wired or wireless means required for the reception and/or display of aural and/or visual programme signals by all or part of the public. ² Basic Telecommunication Services may be provided using satellite technology. ³ Includes voice, data and facsimile services. ⁴ Mobile Services may be provided using satellite technology.

Notes to Section E:

1. The offer regarding services is subject to the measures listed in List A of Singapore and List B of Singapore in Annex III (Schedule of Reservations and Non-Conforming Measures for Services and Investment for Singapore).

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SECTION F
(CONSTRUCTION SERVICES)

The following construction services in the sense of Division 51 of the Central Product Classification as contained in document MTN.GNS/W/120 are covered (others being excluded):

List of construction services covered

CPC	Description
512	General construction work for buildings
513	General construction work for civil engineering
514, 516	Installation and assembly work
517	Building completion and finishing work
511, 515, 518	Others

Notes to Section F:

1. The offer regarding services is subject to the measures listed in List A and List B of the Schedules of Reservations and Non-Conforming Measures for Services and Investment for Singapore in Annex III.

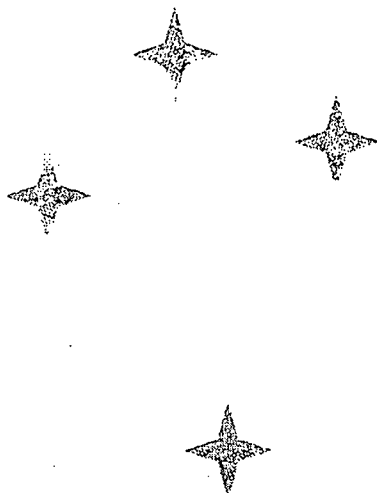
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SECTION G
(GENERAL NOTES)

Chapter 13 (Government Procurement) shall not apply to any procurement made by a covered entity on behalf of a non-covered entity.



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SECTION H

(MEANS OF PUBLICATION)

1. For subparagraph (a) of Article 13.12(2) (Information on the Procurement System):
The Republic of Singapore Government Gazette
2. For subparagraph (b) of Article 13.12(2) (Information on the Procurement System):
The Government Electronic Business portal (GeBIZ)
<https://www.gebiz.gov.sg/>

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SECTION I

(THRESHOLD ADJUSTMENT FORMULA)

1. The thresholds for the procurement of goods and services by entities listed in Sections A through C, and the thresholds for procurement of construction services by entities listed in Sections A through C shall be adjusted in every even-numbered year with each adjustment taking effect on January 1, beginning on January 1 of the first even-numbered year after the date of entry into force of this Agreement for Singapore.
2. The adjustments shall be based on the average of the daily conversion rates of the Singapore currency in terms of the Special Drawing Rights (SDR), published by the International Monetary Fund in its monthly *International Financial Statistics* over the two-year period preceding October 1 or November 1 of the year prior to the thresholds in Singapore currency becoming effective which will be from January 1.
3. Singapore shall consult if a major change in its national currency relative to the SDR or to the national currency of another Party were to create a significant problem with regard to the application of Chapter 13 (Government Procurement).

CHAPTER 14

COMPETITION POLICY

ARTICLE 14.1

Definitions

For the purposes of this Chapter:

- (a) "Competition Advocacy" means non-enforcement actions by the competition authorities to promote competition; where applicable, such non-enforcement actions may be defined under the competition laws of a State Party;
- (b) "Competition Authority" means any authority responsible for the enforcement of each State Party's respective competition laws;
- (c) "Competition Laws" means laws and regulations of a State Party governing anticompetitive business conduct;
- (d) "Enforcement Proceedings" means judicial or administrative proceedings following an investigation into an alleged violation of the Competition Laws.

ARTICLE 14.2

Objectives

1. The State Parties recognise that anticompetitive business conduct has the potential to distort the proper functioning of markets and undermine the benefits of trade liberalisation. The State Parties seek to take appropriate measures to proscribe such conduct, implement policies to promote

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competition and cooperate on matters covered by this Chapter to help secure the benefits of this Agreement.

2. The State Parties agree that the following anticompetitive business conduct, which is subject to the imposition of sanctions or other penalties in accordance with their respective Competition Laws, is incompatible with this Agreement, in so far as such conduct may affect trade between the State Parties:

- (a) agreements between enterprises, decisions by associations of enterprises and concerted practices, which have as their object or effect the prevention, restriction or distortion of competition;
- (b) any abuse by one or more enterprises of a dominant position or a substantial market power; and
- (c) concentrations between enterprises, which significantly impede effective competition, as specified in the respective Competition Laws of the State Parties.

ARTICLE 14.3

Competition Laws and Competition Authorities

- 1. Each State Party shall adopt or maintain Competition Laws that proscribe anticompetitive business conduct, with the objective of encouraging competition in order to promote economic efficiency, and shall take appropriate action with respect to such conduct.
- 2. Each State Party shall apply its Competition Laws to all commercial activities within its territory. This paragraph does not prevent a State Party from applying its Competition Laws to commercial activities outside its territory that have anticompetitive effects within its jurisdiction.

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3. Each State Party may provide for certain exclusions or exemptions from the application of its Competition Laws provided that those exclusions or exemptions are transparent, are in accordance with its Competition Laws, and are based on public policy grounds or public interest grounds.
4. Each State Party shall maintain a Competition Authority that enforces its Competition Laws in accordance with the objectives of this Chapter, and shall ensure that its Competition Authority does not discriminate on the basis of nationality.
5. Each State Party shall ensure independence in decision-making by its Competition Authority in relation to the enforcement of its Competition Laws.

ARTICLE 14.4

Due Process in Enforcement of Competition Laws

1. The State Parties recognise the importance of enforcing their respective Competition Laws in a transparent, timely, and non-discriminatory manner, respecting the principles of procedural fairness and rights of defence of the persons under investigation for possible violation of Competition Laws.
2. Each State Party shall ensure that its Competition Authority affords a person under investigation for possible violation of the Competition Laws of that State Party reasonable opportunity to be heard by that Competition Authority with respect to significant legal, factual or procedural issues that arise during the investigation.
3. Each State Party shall ensure that before it imposes a sanction or remedy against a person for violating its Competition Laws, it affords that person:
 - (a) information about its Competition Authority's competition concerns, including the identification of the specific Competition Laws alleged to have been violated and the associated maximum potential penalties, if not publicly available;

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- (b) a reasonable opportunity to have access to information within the Competition Authority's possession that is necessary to prepare an adequate defence to the Competition Authority's allegations, in a manner that is consistent with each State Party's laws and regulations;
 - (c) a reasonable opportunity to be represented by legal counsel; and
 - (d) a reasonable opportunity to be heard and present evidence or testimony in that person's defence.
4. Each State Party shall provide a person that is subject to the imposition of a sanction or remedy for violation of its Competition Laws with the opportunity to seek review of the sanction or remedy, including review of alleged substantive or procedural errors, in a court or other independent tribunal established under that State Party's laws and regulations.
5. Each State Party may authorise its Competition Authority to resolve alleged violations voluntarily by consent of the Competition Authority and the person subject to the investigation. A State Party may provide for this voluntary resolution to be subject to approval in accordance with each State Party's laws and regulations.
6. Each State Party shall provide for the protection of confidential information obtained by its Competition Authority during the investigative process. If a State Party's Competition Authority uses or intends to use that information in an enforcement proceeding, the State Party shall, if it is permissible under its law and as appropriate, allow the person under investigation or the person's legal counsel timely access to information that is necessary to prepare an adequate defence to the Competition Authority's allegations.

ARTICLE 14.5

Transparency

- 1. The State Parties recognise the value of making their competition enforcement policies as transparent as possible.



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2. Each State Party shall ensure that its Competition Laws are publicly available.
3. On request of another State Party, a State Party shall make available to the requesting State Party public information concerning:
 - (a) its competition law enforcement policies and practices;¹ and
 - (b) exclusions or exemptions under its Competition Laws, provided that the request specifies the particular good or service and market of concern and includes information explaining how the exclusions or exemptions may hinder trade or investment between the State Parties.
4. Each State Party shall ensure that a final decision by its Competition Authority finding a violation of its Competition Laws is made available in writing and sets out findings of fact and the reasoning, including legal and, if applicable, economic analysis, on which the decision is based.
5. Each State Party shall further ensure that a final decision referred to in paragraph 4 and any order implementing that decision are published, or, if publication is not practicable, are otherwise made available to the public in a manner that enables interested persons and other Parties to become acquainted with them.
6. Each State Party shall ensure that the version of the decision or order that is published or otherwise made available to the public is redacted to the extent necessary to be consistent with that State Party's laws and regulations regarding confidentiality and privilege and the need to safeguard information on the grounds of public policy or public interest. A State Party's Competition Authority will oppose, to the fullest extent possible, the disclosure of confidential information protected under that State Party's Competition Laws.

ARTICLE 14.6

¹ For greater certainty, disclosure of competition enforcement policies and practices would not necessarily involve the provision of internal operating procedures and documents.

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Cooperation

1. The State Parties recognise that anticompetitive business conduct transcends national borders and that cooperation and coordination between the State Parties to foster effective competition law enforcement is important and in the public interest.
2. The State Parties shall cooperate pursuant to this Article in a manner compatible with their respective laws, regulations and mutual interests, and within their reasonably available resources.
3. Each State Party shall cooperate, as appropriate:
 - (a) in the areas of competition policy by exchanging information on the development of those policies;
 - (b) on issues of competition law enforcement, including through notification, exchange of non-confidential information, investigative and enforcement assistance, and consultation and coordination on investigations of a cross-border dimension²; and
 - (c) in exceptional circumstances, the competition authorities may exchange confidential information after careful examination, on a case-by-case basis, and only either under specific written waiver from the person providing such confidential information or as authorised by each State Party's laws and regulations.
4. A State Party's Competition Authority may consider entering into a cooperation arrangement or agreement with the respective authorities of another State Party that sets out mutually agreed terms of cooperation.
5. Recognising that the State Parties can benefit by sharing their diverse experience in developing, administering and enforcing their competition laws and policies, the State Parties' Competition Authority shall consider undertaking mutually agreed technical cooperation activities

² For greater certainty, cooperation under this Article shall not prevent the State Party's Competition Authority from making independent decisions.

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to strengthen and improve effective enforcement and advocacy of Competition Laws in their respective jurisdictions, including:

- (a) providing advice or training on relevant issues, including through the exchange of officials;
- (b) exchanging information and experiences on Competition Advocacy, including ways to promote a culture of competition; and
- (c) assisting a State Party as it implements a new competition law.

ARTICLE 14.7

Consultations

1. Each State Party shall designate a contact point to facilitate consultations under this Article.
2. In order to foster understanding between the State Parties, or to address specific matters that arise under this Chapter, on request of another State Party, a State Party may enter into consultations with the requesting State Party. In its request, the requesting State Party shall indicate, if relevant, how the matter affects trade or investment between the State Parties. The State Party addressed may accord full and sympathetic consideration to the concerns of the requesting State Party.
3. To facilitate the discussion regarding the matter of consultations, each State Party shall endeavour to provide relevant non-confidential or non-privileged information to the State Party requesting consultations.
4. It is recognised that entering into such consultations is without prejudice to any action under each State Party's Competition Laws and to the full freedom of ultimate decision of the Party concerned.

ARTICLE 14.8

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Non-application of dispute settlement

The Parties shall not have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.



CHAPTER 15

INTELLECTUAL PROPERTY

SECTION A

GENERAL PROVISIONS

ARTICLE 15.1

Scope

1. The State Parties recall their commitments under the international treaties dealing with intellectual property, including the TRIPS Agreement and the Paris Convention for the Protection of Industrial Property done in Paris on 20 March 1883, as revised at Stockholm on 14 July 1967 (hereinafter referred to as "Paris Convention"). The provisions of this Chapter shall complement the rights and obligations of the State Parties under the TRIPS Agreement and other international treaties in the field of intellectual property to which the State Parties are party.

2. For the purposes of this Chapter, the term "intellectual property rights" refers to:

- (a) copyright and related rights;
- (b) patents;
- (c) trademarks;
- (d) designs;


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- (e) layout-designs (topographies) of integrated circuits;
- (f) geographical indications; and
- (g) protection of undisclosed information.

ARTICLE 15.2

Objectives

The Parties recognise that the protection and enforcement of intellectual property rights should contribute to the promotion of technological innovation and to the transfer and dissemination of technology, to the mutual advantage of producers and users of technological knowledge and in a manner conducive to social and economic welfare, and to a balance of rights and obligations.

ARTICLE 15.3

Principles

A State Party may, in formulating or amending its laws and regulations, adopt measures necessary to protect public health and nutrition, and to promote the public interest in sectors of vital importance to their socio-economic and technological development, provided that such measures are consistent with the provisions of this Chapter.

ARTICLE 15.4

Public health

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1. The State Parties recognise the importance of the Declaration on the TRIPS Agreement and Public Health, adopted in Doha on 14 November 2001 by the Ministerial Conference of the WTO (hereinafter referred to as the "Doha Declaration"). In interpreting and implementing the rights and obligations under this Chapter, the State Parties shall ensure consistency with this Declaration. Accordingly, the State Parties affirm that this Chapter can and shall be interpreted in a manner supportive of each State Party's right to protect public health and, in particular, to promote access to medicines for all.
2. The State Parties shall respect the Decision of the WTO General Council on Implementation of Paragraph 6 of the Doha Declaration on the TRIPS Agreement and Public Health, adopted on 30 August 2003, as well as the Decision of the WTO General Council on Amendment of the TRIPS Agreement, adopting the Protocol Amending the TRIPS Agreement, adopted on 6 December 2005.

ARTICLE 15.5

Exhaustion

Each State Party shall be free to establish its own regime for the exhaustion of intellectual property rights subject to the relevant provisions of the TRIPS Agreement.

SECTION B

STANDARDS CONCERNING INTELLECTUAL PROPERTY RIGHTS

SUB-SECTION 1

COPYRIGHT AND RELATED RIGHTS

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ARTICLE 15.6

Protection granted

1. The State Parties reaffirm their rights and obligations under the following international agreements taking into consideration that the obligations and rights under these treaties are not binding on those that are not parties to them:

- (a) Articles 2 through 20 of the Berne Convention for the Protection of Literary and Artistic Works, done in Berne on 9 September 1886 as amended on 28 September 1979 (hereinafter referred to as "the Berne Convention");
- (b) Articles 1 through 22 of the International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations, done at Rome on 18 May 1984 (hereinafter referred to as the "Rome Convention");
- (c) Articles 1 through 12 of the Marrakesh Treaty to facilitate access for persons who are blind, visually impaired, or otherwise print disabled, done in Marrakesh on 27 June 2013 (hereinafter referred to as the "Marrakesh Treaty");
- (d) Article 1 through 14 of the WIPO Copyright Treaty, done in Geneva on 20 December 1996 (hereinafter referred to as the "WCT"); and
- (e) Articles 1 through 23 of the WIPO Performances and Phonograms Treaty, done in Geneva on 20 December 1996 (hereinafter referred to as the "WPPT").

ARTICLE 15.7

Term of protection

1. The rights of an author of a literary or artistic work within the meaning of Article 2 of the Berne Convention shall run for the life of the author and not less than for 50 (fifty) years

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or, where the laws and regulations of the State Party so provide, for 70 (seventy) years after the author's death.

2. In the case of anonymous or pseudonymous works, the term of protection shall run for not less than 50 (fifty) years or, where the laws and regulations of the State Party so provide, for 70 (seventy) years, after the work is lawfully made available to the public. However, when the pseudonym adopted by the author leaves no doubt about his or her identity, or if the author discloses his or her identity during the period referred to in the first sentence, the term of protection applicable shall be that laid down in paragraph 1.

3. The term of protection of photographic and cinematographic works shall be established by each State Party according to its laws and regulations.

4. The rights of performers and producers of phonograms shall expire in no less than 50 (fifty) years or, where the laws and regulations of the State Party so provide, 70 (seventy) years¹. This Chapter shall not prevent each State Party from limiting the protection that it accords to those performances that are fixed in phonograms.

5. The term of protection for broadcasts shall be no less than 20 (twenty) years from the end of the year in which the broadcast was first made.

6. The terms laid down in this Article shall be calculated based on the event which gives rise to them in the manner provided by the State Parties' respective laws and regulations.

ARTICLE 15.8

Presumptions relating to copyright or related rights

- ¹ Each State Party may provide that the publication or lawful communication to the public of the fixation of the performance or of the phonogram must occur within a defined period of respectively the date of the performance (in the case of the performers) or the date of the fixation (in the case of producers of phonograms). Each State Party may also provide that failing such publication of the phonogram within the defined period, the term of protection may be calculated based on when the phonogram was fixed.

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In civil proceedings involving copyright or related rights, each State Party shall provide for a presumption that, at least with respect to a literary or artistic work, performance or phonogram, in the absence of proof to the contrary, the person whose name appears on such work, performance or phonogram in the usual manner, is the right holder and is consequently entitled to institute infringement proceedings.

SUB-SECTION 2

TRADEMARKS

ARTICLE 15.9

International agreements

The State Parties shall comply with all international agreements on trademarks which they have ratified and shall make their best efforts to ratify or accede to the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks, adopted at Madrid on June 27, 1989, as amended on October 3, 2006 and on November 12, 2007 (hereinafter referred to as the "Madrid Protocol").

ARTICLE 15.10

Registration procedure

Each State Party shall provide for a system for the registration of trademarks in which the relevant trademark administration shall give reasons for a refusal to register a trademark in writing. The applicant shall have the opportunity to appeal against such refusal before a judicial authority. Each State Party shall introduce the possibility for third parties to oppose

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trademark applications. Each State Party shall provide a publicly available electronic database of trademark applications and trademark registrations².

ARTICLE 15.11

Well-known trademarks

The Parties shall protect well-known trademarks in accordance with the TRIPS Agreement. In determining whether a trademark is well-known, the Parties agree to take into consideration the Joint Recommendation Concerning Provisions on the Protection of Well-Known Marks (adopted by the Assembly of the Paris Union for the Protection of Industrial Property and the General Assembly of the WIPO at the Thirty-Fourth Series of Meetings of the Assemblies of the Member States of WIPO on 20 to 29 September 1999)³.

ARTICLE 15.12

Exceptions to the rights conferred by a trademark

The State Parties may provide limited exceptions to the rights conferred by a trademark, such as fair use of descriptive terms, provided that such exceptions take account of the legitimate interests of the owner of the trademark and of third parties.

SUB-SECTION 3

² For greater certainty, the Parties agree that for the purposes of this paragraph, the opportunity to appeal includes the possibility of review by a judicial or quasi-judicial authority, according to each State Party's laws and regulations.

³ For greater certainty, the Parties recognise that laws and regulations may differ amongst the State Parties.

GEOGRAPHICAL INDICATIONS⁴

ARTICLE 15.13

Protection of Geographical Indications

1. Recognising the importance of the protection of geographical indications, each State Party shall provide a system for the protection of geographical indications in accordance with the TRIPS Agreement and protect the geographical indications of another State Party in accordance with its laws and regulations.

2. Each State Party agrees that the system for the registration and protection of geographical indications in its territory for such categories of wines and spirits and agricultural products and foodstuffs as it deems appropriate shall contain the following elements, such as:

- (a) a register for the geographical indications protected in their respective territories;
- (b) an administrative process to verify that geographical indications comply with the conditions set forth in the laws and regulations of the respective State Party; and
- (c) an objection procedure that allows the legitimate interests of third parties to be taken into account.

3. Each State Party shall, through their competent national agencies, provide for a system that facilitates, in an expeditious manner, the registration and protection of the geographical indications of each State Party listed in Annex 15-A1.

⁴ For the purposes of this Chapter, "geographical indications" means indications which identify a good as originating in the territory of a State Party, or a region or locality in that territory, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin.

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4. For the purposes of expediting the registration and protection of geographical indications, each State Party shall:
- (a) maintain a focal point in charge of receiving all the enquiries from applicants or authorities of the other State Party during the procedure of registration of the geographical indications;
 - (b) process all the applications for the registration and protection of a geographical indication without the imposition of unreasonable formalities;
 - (c) provide for the appointment of an authorised representative to accomplish all the procedures related to the registration and protection of a geographical indication on behalf of eligible applicants in the territory of the other State Party;
 - (d) provide for the establishment of an electronic online system for the purposes of handling all notifications and communications with the competent authorities; and
 - (e) provide for the use of digital means to accomplish all the administrative formalities for the registration of geographical indications.
5. Upon requirement of the Joint Committee, the State Parties shall inform the Joint Committee of the geographical indications listed in Annex 15-A1 that have been registered. Annex 15-A3 shall be updated accordingly by decision of the Joint Committee.
6. A State Party shall maintain a publicly accessible online enquiry channel to provide information and respond to questions related to the registration process of the geographical indications in each territory.
7. Annex 15-A2 sets out a representative list of geographical indications (other than listed in Annex 15-A1) in the territory of the State Parties. Where a geographical indication of a State Party not listed in Annex 15-A1, whether listed or not in Annex 15-A2, is registered, upon requirement of the Joint Committee, the State Parties shall inform the Joint Committee



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of this registration. Annex 15-A3 shall be updated accordingly by decision of the Joint Committee.

8. In the case of homonymous geographical indications, protection shall be accorded to each indication, subject to the provisions of Article 22(4) of the TRIPS Agreement. Each State Party shall determine the practical conditions under which the homonymous indications in question will be differentiated from each other, taking into account the need to ensure equitable treatment of the producers concerned and that consumers are not misled.

SUB-SECTION 4

DESIGNS

Article 15.14

Requirements for protection of registered designs

1. The State Parties shall provide for the protection of independently created industrial designs that are new or original. This protection shall be provided by registration and shall confer exclusive rights upon their holders in accordance with the provisions of this Sub-Section.⁵

2. Design protection shall not extend to designs dictated essentially by technical or functional considerations.

⁵ It is understood that designs are not excluded from protection simply on the basis that they constitute a part of an article or product, provided that they are visible, fulfil the criteria of this paragraph, and:

- (a) fulfil any other criteria for design protection; and
- (b) are not otherwise excluded from design protection, under the State Parties' respective laws and regulations.

For greater certainty, this article does not require a State Party to provide design protection for parts of articles in isolation if not already provided for in its laws and regulations.

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3. A design right shall not subsist in a design which is contrary to public order or to accepted principles of morality.⁶

ARTICLE 15.15

Rights conferred by registration

The owner of a protected design shall have the right to prevent third parties, not having the owner's consent, from at least making, offering for sale, selling or importing articles bearing or embodying a design which is a copy, or substantially a copy, of the protected design, when such acts are undertaken for commercial purposes.

ARTICLE 15.16

Term of protection

The duration of protection available shall, including renewals, amount to at least 15 (fifteen) years of protection.

ARTICLE 15.17

Exceptions

The State Parties may provide limited exceptions to the protection of designs, provided that such exceptions do not unreasonably conflict with the normal exploitation of protected industrial designs and do not unreasonably prejudice the legitimate interests of the owner of the protected design, taking account of the legitimate interests of third parties.

⁶ Nothing in this Article precludes a State Party from providing other specified exclusions from design protection under its laws and regulations. The State Parties understand that such exclusions shall not be extensive.

SUB-SECTION 5

PATENTS

ARTICLE 15.18

International agreements

The State Parties shall make their best efforts to ratify or accede to the Patent Cooperation Treaty, done at Washington on 19 June 1970, amended on 28 September 1979 and modified on 3 February 1984 (hereinafter referred to as "PCT").

ARTICLE 15.19

Patentable subject matter

1. Subject to the provisions of paragraphs 2 and 3, patents shall be available for any inventions, whether products or processes, in all fields of technology, provided that they are new, involve an inventive step and are capable of industrial application⁷. Subject to paragraph 3, patents shall be available and patent rights enjoyable without discrimination as to the place of invention, the field of technology and whether products are imported or locally produced.
2. The State Parties may exclude from patentability inventions, the prevention within their territory of the commercial exploitation of which is necessary to protect public order or morality, including to protect human, animal or plant life or health or to avoid serious

For the purposes of this Article, the terms "inventive step" and "capable of industrial application" may be deemed by a State Party to be synonymous with the terms "non-obvious" and "useful" respectively.

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prejudice to the environment, provided that such exclusion is not made merely because the exploitation is prohibited by their law.

3. The State Parties may also exclude from patentability:

- (a) diagnostic, therapeutic and surgical methods for the treatment of humans or animals;
- (b) plants and animals other than micro-organisms, and essentially biological processes for the production of plants or animals other than non-biological and microbiological processes. However, the State Parties shall provide for the protection of plant varieties either by patents or by an effective *sui generis* system or by any combination thereof.

ARTICLE 15.20

Grace period

Each State Party shall disregard the information contained in public disclosures used to determine if an invention is novel if the public disclosure:

- a) was made by the inventor or his or her successors in title or, where the laws and regulations of the State Party so provide, by a person who obtained the information directly or indirectly from the inventor; and
- b) occurred within 12 (twelve) months prior to the date of the filing of the patent application or, where applicable, subject to the State Party's laws and regulations, of the recognised priority.

ARTICLE 15.21

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Genetic resources, traditional knowledge, and folklore⁸

1. Subject to its international obligations, each State Party may establish appropriate measures⁹ to protect genetic resources, traditional knowledge, and folklore.
2. Where a State Party has disclosure requirements relating to the source or origin of genetic resources¹⁰ as part of its patent system, that State Party shall endeavour to make available its laws and regulations with respect to such requirements, including online where feasible, in such a manner as to enable interested persons and other State Parties to become acquainted with them.
3. Each State Party shall endeavour to pursue quality patent examination.

SECTION C

ENFORCEMENT

ARTICLE 15.22

Enforcement of intellectual property rights

1. The State Parties shall provide suitable and effective protection of intellectual property rights in line with the TRIPS Agreement and other international agreements to which the State

⁸ For greater certainty, this Article is without prejudice to the position of a State Party on genetic resources, traditional knowledge, and folklore, including in any bilateral or multilateral negotiations through any fora, such as the World Intellectual Property Organization Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore.

⁹ For greater certainty, the State Parties understand that such "appropriate measures" are a matter for each State Party to determine and may not necessarily involve its intellectual property system.

¹⁰ The State Parties recognise the fact that some State Parties also require, if applicable, in their patent systems, evidence of prior informed consent and access and benefit sharing for genetic resources and associated traditional knowledge.

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Parties are party. The State Parties shall ensure enforcement procedures as specified in Part III of the TRIPS Agreement so as to permit effective action against any act of infringement of intellectual property rights.

2. In particular, the measures, procedures and remedies referred to in paragraph 1, and provided for by each State Party under its laws and regulations, shall:

- (a) take into account, as appropriate, the need for proportionality between the seriousness of the infringement and the interests of third parties;
- (b) be fair and equitable;
- (c) not be unnecessarily complicated or costly, or entail unreasonable time limits or unwarranted delays; and
- (d) be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

3. Nothing in this Chapter affects the capacity of a State Party to enforce its laws and regulations in general or creates any obligation on a State Party to amend its existing laws and regulations as they relate to the enforcement of intellectual property rights. Without prejudice to the foregoing general principles, nothing in this Chapter creates any obligation on the State Parties:

- (a) to put in place a judicial system for the enforcement of intellectual property rights distinct from that for the enforcement of law in general; or
- (b) with respect to the distribution of resources as between enforcement of intellectual property rights and the enforcement of law in general.

ARTICLE 15.23

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Publication of judicial decisions

In civil judicial proceedings instituted for infringement of an intellectual property right, each State Party shall take appropriate measures, pursuant to its laws, regulations and policies, to publish or make available to the public information on final judicial decisions. Nothing in this Article shall require a State Party to disclose confidential information, the disclosure of which would impede law enforcement or otherwise be contrary to the public interest or would prejudice the legitimate commercial interests of particular enterprises, public or private.

ARTICLE 15.24

Legal costs

Each State Party shall provide that its judicial authorities, where appropriate, have the authority to order, at the conclusion of civil judicial proceedings concerning infringement of intellectual property rights, that the prevailing party be awarded payment by the losing party of court costs or fees and appropriate attorney's fees, or any other expenses as provided for under that State Party's laws and regulations.

SECTION D

COOPERATION

ARTICLE 15.25

Cooperation

1. The Parties agree to cooperate with a view to supporting the implementation of the commitments and obligations undertaken in this Chapter. Areas of cooperation include, but are not limited to, the following activities:



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- (a) exchange of information on legal frameworks concerning intellectual property rights, including those pertaining to the implementation of intellectual property legislation and systems, aimed at promoting the efficient registration of intellectual property rights;
- (b) exchange of information and cooperation on public outreach and appropriate initiatives to promote awareness of the benefits of intellectual property rights and systems; and
- (c) any other areas of cooperation or activities as may be discussed and agreed between the Parties.

2. Cooperation under this Chapter shall be carried out subject to each State Party's laws, rules, regulations, directives or policies. Cooperation shall also be on mutually agreed terms and conditions and be subject to the availability of resources of each State Party.

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ANNEX 15-A1

LIST OF NAMES TO BE APPLIED FOR PROTECTION AS GEOGRAPHICAL INDICATIONS IN THE TERRITORY OF THE STATE PARTIES¹

ARGENTINA

-	Member State	Geographical Indication	Categories of goods ²
1	Argentina	25 de Mayo	Wines
2	Argentina	9 de Julio	Wines
3	Argentina	Agrelo	Wines
4	Argentina	Albardón	Wines
5	Argentina	Alto valle de Río Negro	Wines
6	Argentina	Angaco	Wines
7	Argentina	Añelo	Wines
8	Argentina	Arauco	Wines
9	Argentina	Avellaneda	Wines
10	Argentina	Barrancas	Wines
11	Argentina	Barreal	Wines
12	Argentina	Belén	Wines
13	Argentina	Cachi	Wines
14	Argentina	Cafayate - Valle de Cafayate	Wines
15	Argentina	Calingasta - Valle de Calingasta	Wines
16	Argentina	Canota - Valle de Canota	Wines
17	Argentina	Castro Barros	Wines
18	Argentina	Catamarca	Wines
19	Argentina	Caucete	Wines
20	Argentina	Chapadmalal	Wines
21	Argentina	Chilecito	Wines
22	Argentina	Chimbass	Wines
23	Argentina	Colón	Wines
24	Argentina	Colonia Caroya	Wines
25	Argentina	Confluencia	Wines
26	Argentina	Córdoba Argentina	Wines
27	Argentina	Cruz del Eje	Wines
28	Argentina	Cuyo	Wines
29	Argentina	Distrito Medrano	Wines
30	Argentina	El Paraíso	Wines

¹ Argentina, Brazil and Uruguay confirm that the geographical indications included in their respective tables are protected in each country or territory of origin in accordance with its respective laws and regulations.

² According to the categories of goods under which geographical indications may be registered as set out in the Schedule to the Geographical Indications Act 2014 of Singapore. Product classification may differ according to laws and regulations of each State Party.

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31	Argentina	Famatina	Wines
32	Argentina	Felipe Varela	Wines
33	Argentina	General Alvear	Wines
34	Argentina	General Conesa	Wines
35	Argentina	General Lamadrid	Wines
36	Argentina	General Roca	Wines
37	Argentina	Godoy Cruz	Wines
38	Argentina	Guaymallén	Wines
39	Argentina	Iglesia	Wines
40	Argentina	Jáchal	Wines
41	Argentina	Jujuy	Wines
42	Argentina	Junín	Wines
43	Argentina	La Consulta	Wines
44	Argentina	La Paz	Wines
45	Argentina	La Rioja Argentina	Wines
46	Argentina	Las Compuertas	Wines
47	Argentina	Las Heras	Wines
48	Argentina	Lavalle Desierto de Lavalle	Wines
49	Argentina	Los Chacayes	Wines
50	Argentina	Luján de Cuyo	Wines
52	Argentina	Lunlunta	Wines
53	Argentina	Maipú	Wines
54	Argentina	Mendoza	Wines
55	Argentina	Molinos	Wines
56	Argentina	Neuquén	Wines
57	Argentina	Pampa el Cepillo	Wines
58	Argentina	Paraje Altamira	Wines
59	Argentina	Patagónia	Wines
60	Argentina	Pichimahuida	Wines
61	Argentina	Pocito	Wines
62	Argentina	Pomán	Wines
63	Argentina	Pozo de los Algarrobos	Wines
64	Argentina	Quebrada de Humahuaca	Wines
65	Argentina	Rawson	Wines
66	Argentina	Reducción	Wines
67	Argentina	Río Negro	Wines
68	Argentina	Rivadavia de Mendoza	Wines
69	Argentina	Rivadavia de San Juan	Wines
70	Argentina	Russel	Wines
71	Argentina	Salta	Wines
72	Argentina	San Blas de los Sauces	Wines
73	Argentina	San Carlos de Mendoza	Wines
74	Argentina	San Carlos de Salta	Wines
75	Argentina	San Javier	Wines

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76	Argentina	San Juan	Wines
77	Argentina	San Luis	Wines
78	Argentina	San Martín de Mendoza	Wines
79	Argentina	San Martín de San Juan	Wines
80	Argentina	San Rafael	Wines
81	Argentina	San Pablo	Wines
82	Argentina	Sanagasta	Wines
83	Argentina	Santa Lucía	Wines
84	Argentina	Santa María	Wines
85	Argentina	Santa Rosa	Wines
86	Argentina	Sarmiento	Wines
87	Argentina	Taí	Wines
88	Argentina	Tinogasta	Wines
89	Argentina	Trevelin	Wines
90	Argentina	Tucumán	Wines
91	Argentina	Tunuyán	Wines
92	Argentina	Tupungato - Valle de Tupungato	Wines
93	Argentina	Ullum	Wines
94	Argentina	Valle de Chañarmuyo	Wines
95	Argentina	Valle de Uco	Wines
96	Argentina	Valle del Pedernal	Wines
97	Argentina	Valle del Tulum	Wines
98	Argentina	Valle Fértil	Wines
99	Argentina	Valle de Zonda	Wines
100	Argentina	Valles Calchaquies - Valle Calchaquí	Wines
101	Argentina	Valles del Famatina	Wines
102	Argentina	Victoria, Entre Ríos	Wines
103	Argentina	Vinchina	Wines
104	Argentina	Villa Ventana	Wines
105	Argentina	Vista Flores	Wines
106	Argentina	Zonda	Wines
107	Argentina	Aceite de Oliva Virgen Extra de Mendoza	Edible oils
108	Argentina	Cordero Patagónico	Meat and meat products
109	Argentina	Kiwi Mar y Sierra del Sudeste de Buenos Aires	Fruits
110	Argentina	Salame de Tandil	Meat and meat products
111	Argentina	Dulce de Membrillo Rubio de San Juan	Confectionary and baked goods
112	Argentina	Alcauciles Platenses	Vegetables
113	Argentina	Chivito Criollo del Norte Neuquino	Meat and meat products
114	Argentina	Melón de Media Agua	Fruits
115	Argentina	Salame Típico de Colonia Caroya	Meat and meat products

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116	Argentina	Espárrago de Médano de Oro de San Juan	Vegetables
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BRAZIL³

-	Member State	Geographical Indication	Categories of goods
1	Brazil	Vale dos Vinhedos	Wines
2	Brazil	Pinto Bandeira	Wines
3	Brazil	Vales da Uva Goethe	Wines
4	Brazil	Altos Montes	Wines
5	Brazil	Monte Belo	Wines
6	Brazil	Farroupilha	Wines
7	Brazil	Campanha Gaúcha	Wines
8	Brazil	Santa Catarina	Wines
9	Brazil	Vale do Submédio São Francisco	Fruits
10	Brazil	Mossoró	Fruits
11	Brazil	Marialva	Fruits
12	Brazil	Novo Remanso	Fruits
13	Brazil	Pampa Gaúcho da Campanha Meridional	Meat and meat products
14	Brazil	Maracaju	Meat and meat products
15	Brazil	Venda Nova do Imigrante	Meat and meat products
16	Brazil	Paraty	Spirits
17	Brazil	Região de Salinas	Spirits
18	Brazil	Microrregião Abaíra	Spirits
19	Brazil	Pelotas	Confectionery and baked goods
20	Brazil	Antonina	Confectionery and baked goods
21	Brazil	Gramado	Confectionery and baked goods
22	Brazil	São Tiago	Confectionery and baked goods
23	Brazil	Serro	Cheese
24	Brazil	Canastra	Cheese
25	Brazil	Colônia Witmarsum	Cheese
26	Brazil	Região de Mara Rosa	Spices and condiments
27	Brazil	Região São Bento de Urânia	Vegetables
28	Brazil	Costa Negra	Seafood
29	Brazil	Carlópolis	Fruits

³ The GIs at s/no 36-47 may only be applied for protection in Singapore after entry into force of the Agreement between Singapore and Brazil.

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30	Brazil	Marajó	Cheese
31	Brazil	Campos de Cima da Serra	Cheese
32	Brazil	Terra Indígena Andirá-Marau	Confectionery and baked goods Fruits
33	Brazil	Mamirauá	Seafood
34	Brazil	Região de São Joaquim	Fruits
35	Brazil	Região de Corupá	Fruits
36	Brazil	Região do Cerrado Mineiro	Coffee
37	Brazil	Norte Pioneiro do Paraná	Coffee
38	Brazil	Alta Mogiana	Coffee
39	Brazil	Região de Pinhal	Coffee
40	Brazil	Oeste da Bahia	Coffee
41	Brazil	Campo das Vertentes	Coffee
42	Brazil	Matas de Minas	Coffee
43	Brazil	Espírito Santo	Coffee
44	Brazil	Mantiqueira de Minas	Coffee
45	Brazil	Caparaó	Coffee
46	Brazil	Montanhas do Espírito Santo	Coffee
47	Brazil	Matas de Rondônia	Coffee

URUGUAY

-	Member State	Geographical Indication	Categories of goods
1	Uruguay	Bella Unión	Wines
2	Uruguay	Atlántida	Wines
3	Uruguay	Canelón Chico	Wines
4	Uruguay	Canelones	Wines
5	Uruguay	Carmelo	Wines
6	Uruguay	Carpinteria	Wines
7	Uruguay	Cerro Carmelo	Wines
8	Uruguay	Cerro Chapeu	Wines
9	Uruguay	Constancia	Wines
10	Uruguay	El Carmen	Wines
11	Uruguay	Garzón	Wines
12	Uruguay	José Ignacio	Wines
13	Uruguay	Juanico	Wines
14	Uruguay	La Caballada	Wines
15	Uruguay	La Cruz	Wines
16	Uruguay	La Puebla	Wines
17	Uruguay	Las Brujas	Wines
18	Uruguay	Las Violetas	Wines
19	Uruguay	Lomas De La Paloma	Wines
20	Uruguay	Los Cerrillos	Wines
21	Uruguay	Los Cerros De San Juan	Wines

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22	Uruguay	Manga	Wines
23	Uruguay	Paso Cuello	Wines
24	Uruguay	Progreso	Wines
25	Uruguay	Rincón De Olmos	Wines
26	Uruguay	Rincón del Colorado	Wines
27	Uruguay	San José	Wines
28	Uruguay	Santos Lugares	Wines
29	Uruguay	Sauce	Wines
30	Uruguay	Sierra de la Ballena	Wines
31	Uruguay	Sierra de Mahoma	Wines
32	Uruguay	Suarez	Wines
33	Uruguay	Villa Del Carmen	Wines
34	Uruguay	Montevideo	Wines
35	Uruguay	Sur de Florida	Wines
36	Uruguay	Maldonado	Wines
37	Uruguay	Sur de Rocha	Wines
38	Uruguay	Colonia	Wines
39	Uruguay	Soriano	Wines
40	Uruguay	Rio Negro	Wines
41	Uruguay	Salto	Wines
42	Uruguay	Paysandú	Wines
43	Uruguay	Artigas	Wines
44	Uruguay	Tacuarembó	Wines
45	Uruguay	Flores	Wines
46	Uruguay	Norte de Florida	Wines
47	Uruguay	Cerro Largo	Wines
48	Uruguay	Norte de Lavalleja	Wines
49	Uruguay	Norte de Rocha	Wines
50	Uruguay	Colon	Wines
52	Uruguay	La Paz	Wines
53	Uruguay	San Carlos	Wines
54	Uruguay	Santa Rosa	Wines
55	Uruguay	Santa Lucía	Wines

PARAGUAY⁴

-	Member State	Geographical Indication	Categories of goods
1	Paraguay	Chorizo Sanjuanino	Meat and meat products
2	Paraguay	Batiburrillo de Misiones	Meat and meat products
3	Paraguay	Frutilla de Areguá	Fruits
4	Paraguay	Mango de Areguá	Fruits

⁴ This section of Annex 15-A1 in relation to Paraguay comes into effect only when the listed geographical indications for Paraguay are protected in its country or territory of origin in accordance with its laws and regulations.

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7	Paraguay	Vino de Independencia	Wines
8	Paraguay	Chipa Barrero	Confectionery and baked goods
9	Paraguay	Chipa de Coronel Bogado	Confectionery and baked goods
10	Paraguay	Caña Paraguaya	Spirits
11	Paraguay	Carne del Paraguay	Meat and meat products
12	Paraguay	Carne del Chaco	Meat and meat products
13	Paraguay	Melón de Yaguaron	Fruits
14	Paraguay	Aceite de coco Paraguayo / Mbokaja	Non- edible oils
15	Paraguay	Cecina so'o piru Paraguayo	Meat and meat products
16	Paraguay	Naranja de Itapua	Fruits
17	Paraguay	Palmito Paraguayo	Vegetables

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ANNEX 15-A2

REPRESENTATIVE LIST OF OTHER GEOGRAPHICAL INDICATIONS IN THE
TERRITORY OF THE STATE PARTIES¹

By request of a State Party concerning the eligibility of any of the GIs listed in this Annex for protection in the territory of the other State Parties, the Joint Committee shall address the request in the manner set out in Article 19.1 (Joint Committee).

ARGENTINA

-	Member State	Geographical Indication	Product Class ²
1	Argentina	Yerba Mate Argentina	Chapter 9, Coffee, tea, mate and spices (Code 09.03)

BRAZIL

-	Member State	Geographical Indication	Product Class
1	Brazil	Linhares	Chapter 18, Cocoa and Cocoa preparations (Codes 18.01, 18.02, 18.03, 18.04, 18.05, 18.06)
2	Brazil	Sul da Bahia	Chapter 18, Cocoa and Cocoa preparations (Codes 18.01, 18.02, 18.03, 18.04, 18.05, 18.06)
3	Brazil	Tomé-Açu	Chapter 18, Cocoa and Cocoa preparations (Codes 18.01, 18.02, 18.03, 18.04, 18.05, 18.06)

Argentina and Brazil confirm that the geographical indications included in their respective tables are registered and protected in each country or territory of origin in accordance with their respective laws and regulations.

According to the chapters or codes of the Harmonized Commodity Description and Coding System.

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4	Brazil	Vale dos Sinos	Chapter 41, Raw hides and skins and leather; and Chapter 42, Articles of leather.
5	Brazil	Sabar	Chapter 20, Preparations of fruit (Code 20.07)
6	Brazil	So Matheus	Chapter 9, Coffee, tea, mate and spices (Code 09.03)
7	Brazil	Planalto Norte Catarinense	Chapter 9, Coffee, tea, mate and spices (Code 09.03)

PARAGUAY³

-	Member State	Geographical Indication	Product Class
1	Paraguay	Yerba Mate Paraguaya	Chapter 9, Coffee, tea, mate and spices (Code 09.03)
2	Paraguay	Stevia Paraguaya / Ka'a He'e del Paraguay	Chapter 12, Oil seeds and oleaginous fruits; miscellaneous grains, seeds and fruit; industrial or medicinal plants; straw and fodder (Code 12.12)
3	Paraguay	Katuaba Paraguaya	Chapter 12, Oil seeds and oleaginous fruits;

This section of Annex 15-A2 in relation to Paraguay comes into effect only when the listed geographical indications for Paraguay are protected in its country or territory of origin in accordance with its laws and regulations.

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			miscellaneous grains, seeds and fruit; industrial or medicinal plants; straw and fodder (Code 12.11)
4	Paraguay	Menta'i Paraguaya	Chapter 12, Oil seeds and oleaginous fruits; miscellaneous grains, seeds and fruit; industrial or medicinal plants; straw and fodder (Code 12.11)
5	Paraguay	Burrito Paraguayo	Chapter 12, Oil seeds and oleaginous fruits; miscellaneous grains, seeds and fruit; industrial or medicinal plants; straw and fodder (Code 12.11)



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ANNEX 15-A3

PROTECTED GEOGRAPHICAL INDICATIONS

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ANNEX 15-B

TECHNOLOGY TRANSFER

ARTICLE 15-B.1

Technology transfer

1. The State Parties shall facilitate collaboration among enterprises and institutions in their territories, recognising that such collaboration encourages transfer of technology, which includes facilitating flows and absorption of skills, knowledge, ideas, know-how and technology among different stakeholders located in the territories of both State Parties.
2. For the purposes of paragraph 1, the State Parties shall, subject to their domestic resources and policies, provide incentives to enterprises and institutions in their respective territories, aimed at promoting technological innovation.

ARTICLE 15-B.2

Cooperation on technology transfer

For the implementation of this Annex, the State Parties shall encourage cooperation activities in the field of science, technology and innovation with a view to:

- (a) building capacity through the exchange of technical knowledge and best practices in fields of mutual interest;
- (b) raising awareness on accessing technological information in patent documents; and
- (c) exchanging information on intellectual property licensing and commercialisation practices of universities and research institutions.

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2. The cooperation activities in the field of science, technology and innovation may be accomplished, *inter alia*, by means of facilitating the:

- (a) exchange of scientists, researchers, technicians and experts;
- (b) exchange of information of scientific and technological nature;
- (c) joint organisation of seminars, symposia, conferences and other scientific and technological meetings;
- (d) implementation of joint research and development projects amongst research institutes and universities of State Parties in fields of mutual interest, as well as exchange of the results of such research and development activities;
- (e) organisation of industry-specific missions with a focus on high-growth sectors;
- (f) cooperation in the commercialisation of technologies; and
- (g) any other form of scientific and technological cooperation agreed upon by the State Parties.

3. A State Party shall, at the request of another State Party, exchange information on their practices and policies regarding technology transfer, including:

- (a) measures to facilitate information flows;
- (b) initiatives that encourage business and research partnerships; and
- (c) licensing and subcontracting regulations.

4. Each State Party shall establish contact points to facilitate collaboration as described in this Annex. The contact points are:

- (a) for Singapore, the Americas Division of the Ministry of Trade and Industry, or its successor;

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- (b) for Argentina, el Ministerio de Ciencia, Tecnología e Innovación (Programa Nacional de Gestión de Activos Intangibles, Propiedad Intelectual y Transferencia Tecnológica), (the Ministry of Science, Technology and Innovation (National Department of Studies – National Programme of Intangible Assets, Intellectual Property and Technology Transfer)), or its successor;
- (c) for Brazil, o Ministério do Desenvolvimento, Indústria, Comércio e Serviços - Departamento de Negociações Internacionais (MDIC/DEINT), (the Ministry of Development, Industry, Trade and Services - Department of International Negotiations), or its successor;
- (d) for Paraguay, la Dirección Nacional de Propiedad Intelectual (DINAPI), (the National Directorate of Intellectual Property), or its successor; and
- (e) for Uruguay, la Dirección Nacional de la Propiedad Industrial (DNPI), (the National Directorate of Industrial Property) or its successor.

5. The contact points shall meet as necessary to exchange information and consider matters pertaining to this Annex, such as its implementation and administration.

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CHAPTER 16

MICRO, SMALL AND MEDIUM-SIZED ENTERPRISES

ARTICLE 16.1

General principles

1. Recognising that micro, small and medium-sized enterprises and entrepreneurs (hereinafter referred to as "MSMEs" in this Chapter) contribute significantly to development, economic growth, employment, and innovation, and further recognising the existing robust dialogue amongst the Parties on ways to increase MSMEs' participation in trade and cooperation on MSMEs, the Parties seek to continue supporting the growth and development of MSMEs by enhancing the ability of MSMEs to participate in and benefit from the opportunities created by this Agreement.
2. The Parties acknowledge the importance of promoting an environment that facilitates and supports the development, growth and competitiveness of MSMEs, recognising their participation in domestic markets as well as in international trade, and their contribution in achieving inclusive economic growth, sustainable development and enhanced productivity.
3. Recognising the fundamental role of MSMEs in maintaining dynamism and enhancing the competitiveness of the economies of the respective Parties, the Parties shall promote cooperation on MSMEs with the purpose of contributing to the expansion, diversification and deepening of economic and commercial ties between the Parties, strengthening productive sectors, and promoting the growth of and job creation by MSMEs.
4. The Parties also acknowledge that improving MSMEs' competitiveness and productivity may further enhance MSMEs' ability to benefit from trade and investment opportunities that arise under this Agreement.

5. The Parties also recognise the importance of innovation for MSMEs' competitiveness and productivity, and the importance of enhanced access to information, financing and networking in facilitating the innovation process.

ARTICLE 16.2

Information sharing

1. Each State Party shall establish or maintain its own publicly accessible website containing information regarding this Agreement, including:
 - (a) the text of this Agreement, including all Annexes and Appendices;
 - (b) a summary of this Agreement; and
 - (c) information designed for MSMEs that contains:
 - (i) a description of the provisions of this Agreement that the State Party considers relevant to MSMEs; and
 - (ii) any additional information that the State Party considers useful for MSMEs interested in benefitting from the opportunities provided by this Agreement.
2. Each State Party shall include, in its website, links to:
 - (a) the equivalent websites of the other State Parties; and
 - (b) the websites of its government agencies and other appropriate entities that provide information which the State Party considers useful to any person interested in trading, investing or doing business in that State Party's territory.

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3. Subject to each State Party's laws and regulations, the information described in subparagraph (b) of paragraph 2 may include:
- (a) customs regulations and procedures;
 - (b) regulations and procedures concerning intellectual property rights;
 - (c) technical regulations, standards, and sanitary and phytosanitary measures relating to importation and exportation;
 - (d) foreign investment regulations;
 - (e) business registration procedures;
 - (f) trade promotion programmes;
 - (g) start-ups promotion programmes;
 - (h) MSMEs financing programmes, including export financing services and venture capital;
 - (i) employment regulations;
 - (j) taxation information; and
 - (k) statistics of economic relevance and other macro data of interest about the MSMEs sector.

4. Each State Party shall make its best efforts to ensure that the information mentioned in paragraphs 1, 2 and 3 is progressively uploaded and made accessible within three years after this Agreement enters into force. Each State Party shall regularly review the information and links on the website referred to in this Article to ensure that the information and links are up-to-date and accurate.



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5. Each State Party shall ensure that the information mentioned in paragraphs 1, 2 and 3 is presented in a manner that is easily understandable and accessible for MSMEs. Where possible, each State Party shall endeavour to make the information available in more than one official language of the State Parties.

ARTICLE 16.3

Contact points on MSMEs

1. Each State Party shall designate and notify the other State Parties of its contact point on MSMEs, to facilitate communication between the State Parties on any matter covered by this Chapter.

2. The contact points shall:

- (a) promote and coordinate the activities agreed upon in this Chapter;
- (b) periodically evaluate the progress and the general functioning of the provisions of this Chapter and make recommendations, as appropriate;
- (c) exchange information to assist in monitoring the implementation of this Agreement as it relates to MSMEs;
- (d) recommend additional information that a State Party may include on its website referred to in Article 16.2 (Information sharing);
- (e) review and coordinate the contact points' work programme with those of the Joint Committee, subcommittees, working groups and other bodies established under this Agreement, as well as those of other relevant international bodies, in order not to duplicate those work programmes and to identify appropriate opportunities for cooperation to improve the ability of MSMEs to engage in trade and investment

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opportunities provided by this Agreement; and

- (f) consider any other matter pertaining to MSMEs as the contact points may decide, including any issues raised by MSMEs regarding their ability to benefit from this Agreement.

3. The contact points shall meet, in person or by any other technological means available, within one year of the date of entry into force of this Agreement, and thereafter as frequently as necessary.

4. The contact points may seek to collaborate with appropriate experts and international donor organisations in carrying out its programmes and activities.

ARTICLE 16.4

Cooperation on MSMEs

1. The Parties recognise the importance of promoting cooperation on MSMEs activities between the Parties to support the objectives of this Chapter.

2. The Parties also recognise the importance of involving the private sector and other relevant agencies in the development of these activities.

3. The Parties shall endeavour to promote cooperation especially, but not only, in the following areas of interest:

- (a) policies and programmes to develop entrepreneurial capital, promote entrepreneurial culture and foster the development of dynamic MSMEs with high-growth potential;
- (b) clusters in strategic sectors to increase competitiveness and productivity of MSMEs;
- (c) local, regional and global value chains to enhance productive integration in sectors of



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interest;

- (d) regulatory frameworks to facilitate entrepreneurship and MSMEs' development and innovation;
- (e) platforms, programmes, MSMEs websites, communication and technology (ICT) instruments to facilitate MSMEs' access to international markets and to relevant information;
- (f) internationalisation of MSMEs;
- (g) promotion of women's participation and entrepreneurship in MSMEs to enhance their contribution to the economy and trade;
- (h) policies and programmes that promote the digital transformation of MSMEs, the digital economy, and Industry 4.0; and
- (i) policies and programmes that promote access to capital, credit and reciprocal guarantees for MSMEs.

4. The Parties shall endeavour to cooperate especially, but not only, in the following ways:

- (a) facilitating the exchange of information on best public policy practices, successful experiences, and relevant information and know-how in supporting and assisting MSMEs, such as the development and implementation of pre-incubation, incubation, accelerators, and MSMEs support centres.
- (b) providing technical assistance, training, capacity building activities or any other mechanism for MSMEs to increase MSMEs' trade and investment opportunities;
- (c) participating in joint programmes and pilot actions for MSMEs;



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- (d) promoting the organisation and joint execution of seminars, conferences, symposiums, business roundtables, or any other related activity to explore business, industrial and technical opportunities for MSMEs;
- (e) developing new strategic partnerships and contacts between economic operators, and encouraging joint ventures and networks amongst MSMEs;
- (f) facilitating MSMEs' access to financing mechanisms, developing innovative financing mechanisms for MSMEs, and providing up-to-date information to MSMEs about financing instruments available to them;
- (g) supporting investment by MSMEs and transfer of know-how and technology to MSMEs;

5. The Parties recognise that in addition to the provisions in this Article, there are other provisions in the Agreement that seek to enhance cooperation between the Parties on issues concerning MSMEs or issues of particular benefit to MSMEs.

ARTICLE 16.5

Consultations

The Parties shall make their best efforts to resolve any matter that may arise regarding the interpretation and application of this Chapter through dialogue, consultations and cooperation.

ARTICLE 16.6

Non-application of dispute settlement

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The Parties shall not have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.



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CHAPTER 17

TRANSPARENCY

ARTICLE 17.1

Definitions

For the purposes of this Chapter:

"administrative ruling of general application" means an administrative ruling or interpretation that applies to all persons and factual situations that fall generally within its ambit and that establishes a norm of conduct, but does not include:

- (a) a determination or ruling made in an administrative or, where available in a Party's legal system, quasi-judicial proceeding that applies to a particular person, good, or service of another Party in a specific case; or
- (b) a ruling that adjudicates with respect to a particular act or practice; and

"interested person" means any natural or juridical person that may be subject to any rights or obligations under a law, regulation, procedure, or administrative ruling of general application.

ARTICLE 17.2

Publication

Each Party shall ensure that its laws, regulations, procedures, and administrative rulings of general application with respect to any matter covered by this Agreement are promptly published, or

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otherwise made available in such a manner as to enable the other Parties and interested persons to become acquainted with them¹.

ARTICLE 17.3

Notification and provision of information

1. If a Party considers that any measure may materially affect the operation of this Agreement or otherwise substantially affect another Party's interests under this Agreement, the Party shall, to the maximum extent possible, promptly notify that other Party of the measure.
2. On request of any Party, the requested Party shall promptly provide information and respond to questions pertaining to any measure, whether or not the requesting Party has been previously notified of that measure².
3. Any notification or information provided under this Article shall be without prejudice as to whether the measure is consistent with this Agreement.
4. Any notification, request, or information under this Article shall be provided to the other Parties through the relevant contact points.
5. When the information required under paragraph 1 has been made available by notification to the WTO in accordance with its relevant rules and procedures or when the mentioned information has been made available on the official, publicly accessible and fee-free websites of the Parties, the notification required under paragraph 1 shall be considered to have taken place.

¹ The Parties understand that a Party is not required to publish every law, regulation, procedure or administrative ruling of general application referred to in Article 17.2 (Publication), and may instead make such information available through other means under its legal system that would enable other Parties and interested persons to become acquainted with them.

² For greater certainty, this paragraph does not preclude a Party from taking the necessary steps under its legal system in order to provide information and respond to queries as referred to in this paragraph.

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ARTICLE 17.4

Administrative proceedings

With a view to administering in a consistent, impartial and reasonable manner all measures referred to in Article 17.2 (Publication), each Party, in its administrative proceedings applying such measures to particular persons, goods or services of another Party in specific cases, shall:

- (a) endeavour, to the extent possible, to provide persons of another Party that are directly affected by a proceeding with reasonable notice, in accordance with domestic procedures when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which the proceeding is initiated, and a general description of any issues in controversy;
- (b) afford such persons a reasonable opportunity to present facts and arguments in support of their positions prior to any final administrative action, insofar as time, the nature of the proceeding, and the public interest permit; and
- (c) ensure that the procedures are in accordance with its law.

ARTICLE 17.5

Review of administrative actions

1. Each Party shall establish or maintain judicial, administrative or, where available in a Party's legal system, quasi-judicial tribunals or procedures for the purposes of the prompt review and, where warranted, correction of administrative actions³ relating to matters covered by this Agreement. Such tribunals shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.

³ For greater certainty, in the case of Singapore, the review of administrative actions can take the form of common law judicial review, and the correction of administrative actions may include a referral back to the body that took such action for corrective action.


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

- (a) a reasonable opportunity to support or defend their respective positions; and
- (b) a decision based on the evidence and submissions of record or, where required by its law, the record compiled by the administrative authority.

3. Each Party shall ensure, subject to appeal or further review as provided for in its laws and regulations, that such decision shall be implemented by the office or authority with respect to the administrative action at issue.

ARTICLE 17.6

Specific rules

Specific rules in other Chapters of this Agreement regarding the subject matter of this Chapter shall prevail to the extent that they differ from the provisions of this Chapter.

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CHAPTER 18

DISPUTE SETTLEMENT

ARTICLE 18.1

Objective

The objective of this Chapter is to avoid and settle any dispute between the Parties concerning the interpretation or application of this Agreement with a view to arrive at, where possible, a mutually agreed solution.

ARTICLE 18.2

Scope

Except as otherwise provided in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of all disputes between the Parties regarding the interpretation or application of the provisions of this Agreement and the decisions adopted by the Joint Committee, or wherever a Party considers that:

- (a) A measure of another Party is inconsistent with the obligations under this Agreement; or
- (b) Another Party has otherwise failed to carry out its obligations under this Agreement.

ARTICLE 18.3

Definitions

For the purposes of this Chapter:

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- (a) "arbitration panel" means a panel established pursuant to Article 18.9 (Composition and establishment of a panel);
- (b) "complaining party" means a Party that requests the establishment of an arbitration panel pursuant to Article 18.8 (Initiation of arbitration procedure);
- (c) "disputing party" means a complaining party or a responding party; and
- (d) "responding party" means a Party that has been complained against pursuant to Article 18.8 (Initiation of arbitration procedure);

ARTICLE 18.4

Choice of forum

1. Where a dispute regarding the same matter arises under the scope provided in Article 18.2 (Scope) and under the WTO Agreement or under any other agreement to which the disputing parties are party, the complaining party may select the forum in which to settle the dispute¹.

2. Once the complaining party has selected a particular forum for a dispute, the forum selected shall be used to the exclusion of other possible *fora* for that dispute.

3. For the purposes of this Article:

- (a) Dispute settlement procedures under the WTO Agreement are deemed to be selected by a Party's request for the establishment of a panel pursuant to Article 6 (Establishment of Panels) of the DSU;

¹ For greater certainty, a dispute concerns the same matter where it involves the same parties to the dispute and refers to the same measure.

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- (b) Dispute settlement procedures under any other agreement to which the disputing parties are party are deemed to be selected by a Party's request for the establishment of a dispute settlement panel or tribunal in accordance with the provisions of that agreement; and
- (c) Dispute settlement procedures under this Chapter are deemed to be selected by a Party's request for the establishment of an arbitration panel pursuant to Article 18.8 (Initiation of arbitration procedure).

4. Without prejudice to paragraphs 1 and 2, nothing in this Agreement shall preclude a Party from suspending obligations authorized by the Dispute Settlement Body of the WTO or authorized under the dispute settlement procedure of another international agreement to which the disputing parties are party. The WTO Agreement or other international agreement between the Parties shall not be invoked to preclude a Party from suspending obligations under this Chapter.

ARTICLE 18.5

Parties

1. For the purposes of this Chapter, Singapore, MERCOSUR or one or more of the Signatory MERCOSUR States may be disputing parties.
2. Singapore may initiate a dispute settlement proceeding against one or more of the Signatory MERCOSUR States. In case of a measure of MERCOSUR, Singapore may also initiate a dispute settlement proceeding against MERCOSUR.
3. MERCOSUR may initiate a dispute settlement proceeding against Singapore whenever the measure at issue is a measure of Singapore that concerns MERCOSUR as a whole or all of the Signatory MERCOSUR States.



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4. One or more Signatory MERCOSUR States may individually initiate a dispute settlement proceeding against Singapore whenever the measure at issue is a measure of Singapore that concerns such individual Signatory MERCOSUR State(s).
5. When MERCOSUR has requested the establishment of a panel pursuant to Article 18.8 (Initiation of arbitration procedure), a Signatory MERCOSUR State shall not initiate another proceeding on the same matter in any other possible *fora*.

ARTICLE 18.6

Consultations

1. The Parties shall at all times endeavour to agree on the interpretation and application of the provisions of this Agreement and to resolve any dispute thereof by entering into consultations in good faith with the aim of reaching a mutually agreed solution.
2. A Party shall seek consultations, by means of a written request to another Party, and shall give the reasons for the request, including identification of the measures at issue, the applicable provisions of the Agreement referred to in Article 18.2 (Scope), and the reasons for the applicability of such provisions.
3. Consultations shall be held no later than 30 (thirty) days after the date of receipt of the request for consultations, and shall be deemed concluded 60 (sixty) days after the date of receipt of the request, unless the consulting Parties agree otherwise. Consultations on matters of urgency, including those regarding perishable goods, shall be held no later than 15 (fifteen) days after the date of receipt of the request, and shall be deemed concluded 30 (thirty) days after the date of receipt of the request, unless the consulting Parties agree otherwise.
4. Consultations may be held in person or by any technological means available to the consulting Parties. If consultations are held in person, they shall be held in the territory of the Party to which the request for consultations was made, unless the consulting Parties agree otherwise.



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Consultations shall be confidential, and without prejudice to the rights of the consulting Parties in any further proceedings.

5. If the Party to which the request is made does not respond to the request for consultations within 10 (ten) days after the date of its receipt, or if consultations are not held within the timeframes laid down in paragraph 3, or if consultations have been concluded and no mutually agreed solution has been reached, or if the Party to which the request was made has failed to comply with the mutually agreed solution reached, the Party which requested consultations may request the establishment of an arbitration panel in accordance with Article 18.8 (Initiation of arbitration procedure).

ARTICLE 18.7

Joint Committee intervention

1. If a Party considers that another Party has taken a measure inconsistent with this Agreement, it may request the intervention of the Joint Committee.

2. Any request to the Joint Committee shall be submitted in writing and shall give the reasons for the request, including the identification of the measures at issue and the provisions concerned.

3. The Joint Committee shall meet within 30 (thirty) days after all the Parties have received the request referred to in paragraph 2. After having heard the arguments of the Parties referred to in paragraph 1, the Joint Committee may issue a recommendation to reach a mutually satisfactory solution on the matter referred to it.

4. The Joint Committee meeting may be held in person or by any other means mutually agreed by the Parties. In case of an in-person meeting, it shall be held in the territory of the Party that has taken the measure referred to in paragraph 1, unless the Parties agree otherwise.

5. The Joint Committee's meeting shall be confidential.



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6. This Article shall be without prejudice to the rights of a Party to initiate an arbitration procedure.

ARTICLE 18.8

Initiation of arbitration procedure

A request for the establishment of an arbitration panel shall be made in writing to the Party complained against. The complaining party shall identify in its request the specific measures or other matters at issue, and a summary of the legal basis of the complaint in a manner sufficient to present the problem clearly. The complaining party shall also indicate if consultations took place pursuant to Article 18.6 (Consultations) and the outcome of such consultations.

ARTICLE 18.9

Composition and establishment of the arbitration panel

1. An arbitration panel shall be composed of 3 (three) arbitrators, in accordance with the following provisions:

- (a) Within a period of 20 (twenty) days after the date of delivery of the request for the establishment of a panel under Article 18.8 (Initiation of arbitration procedure), the complaining party or parties, on the one hand, and the responding party or parties, on the other, shall each appoint an arbitrator and present a list of 4 (four) non-national individuals who are willing to serve as the third arbitrator.
- (b) If the complaining party or parties fail to appoint an arbitrator within the period specified in subparagraph (a), the dispute settlement proceedings shall lapse at the end of that period.



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- (c) If the responding party or parties fail to appoint an arbitrator within the period specified in subparagraph (a), the first arbitrator shall appoint the second arbitrator from the list submitted by the complaining party or parties in subparagraph (a), within 10 (ten) days after the end of that period specified in subparagraph (a).
- (d) For the appointment of the third arbitrator, who shall serve as chairperson:
- (i) the disputing parties shall endeavour to agree on the appointment of a chairperson, taking into account the lists presented pursuant to subparagraph (a);
 - (ii) if the disputing parties fail to appoint a chairperson under subparagraph (d)(i) within 15 (fifteen) days after the appointment of the second arbitrator, the two appointed arbitrators shall, within 10 (ten) days thereafter, by agreement, appoint the chairperson taking into account the lists submitted under subparagraph (a);
 - (iii) if the two appointed arbitrators fail to appoint the chairperson under subparagraph (d)(ii), the chairperson shall, within 10 (ten) days after the timeframes specified in subparagraph (d)(ii), be appointed by lot in the presence of the disputing parties from the roster established in paragraph 4.

2. The date of establishment of the arbitration panel shall be the date on which the last of the three arbitrators is appointed.

3. Any person appointed as arbitrator shall have expertise or experience in law, international trade, other matters covered by this Agreement, or the resolution of disputes arising under international trade agreements. An arbitrator shall be chosen strictly on the bases of objectivity, reliability, sound judgment and independence, and shall conduct himself or herself on these bases throughout the course of the arbitration proceedings and in accordance with Annex 18-B (Code of Conduct). Additionally, the chairperson shall have expertise or experience in law and in at least one of the matters under dispute. The chairperson shall not be a national of, have his or her usual place of residence in the territory of, or be employed by, any State Party and any nationals of the State Parties.



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4. At the first meeting of the Joint Committee under Article 19.1 (Joint Committee), the Parties shall establish the roster to be used for the selection of arbitrators pursuant to subparagraph (d)(iii) of paragraph 1. The roster shall consist of at least 6 (six) and up to 12 (twelve) individuals selected from the WTO indicative list of individuals established pursuant to Article 8 (Composition of Panels) of the DSU, unless the Parties agree otherwise. The Parties shall appoint individuals to the roster by consensus, with Singapore, on the one hand, and MERCOSUR and the Signatory MERCOSUR States for which this Agreement is in force collectively, on the other hand, appointing an equal number of individuals to the roster. Once established, the roster shall be in effect for the Parties. The roster may be reviewed by the Joint Committee and shall be reviewed whenever this Agreement enters into force for a Signatory MERCOSUR State. If at any time a roster member is no longer willing or available to serve, the Parties may appoint a replacement.

5. If any arbitrator appointed pursuant to this Article resigns or becomes unable to participate in the proceeding, or is removed, a successor shall be appointed in the same manner as prescribed for the appointment of the original arbitrator. In such a case, the work of the arbitration panel shall be suspended for a period beginning on the date the original arbitrator resigns, becomes unable to participate in the proceeding, or is removed and all timeframes applicable to the arbitration panel proceedings shall be extended by the amount of time for which the work of the arbitration panel is suspended. The work of the arbitration panel shall resume on the date the successor is appointed. The successor shall have all the powers and duties of the original arbitrator.

ARTICLE 18.10

Consolidation of proceedings

1. If an arbitration panel has been established pursuant to Article 18.9 (Composition and establishment of the arbitration panel) and another request is made for the establishment of an arbitration panel related to the same dispute, a single arbitration panel shall be established, whenever feasible.

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2. The single arbitration panel shall organise its examination and present its findings to the disputing parties in a manner that the rights which the disputing parties would have enjoyed had separate arbitration panels examined the complaints are in no way impaired.

3. If more than one arbitration panel is established to examine the complaints related to the same dispute, the disputing parties shall endeavour to ensure that the same persons serve as arbitrators for each panel.

ARTICLE 18.11

Terms of reference

Unless the disputing parties otherwise agree no later than 20 (twenty) days after the date of receipt of the request for the establishment of the arbitration panel, the terms of reference of the arbitration panel shall be:

"To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of an arbitration panel pursuant to Article 18.8 (Initiation of arbitration procedure), and issue a written interim report and a final arbitral award, as provided in Article 18.13 (Interim report and final arbitral award) for the resolution of the dispute."

ARTICLE 18.12

Proceedings of the arbitration panel

1. The arbitration panel shall meet in closed session, unless the disputing parties decide otherwise.



2. The disputing parties shall be given an equal opportunity to provide at least one written submission and to attend any of the presentations, statements or rebuttals in the proceedings. All written submissions or information submitted by a disputing party to the arbitration panel, including any comments on the interim report and responses to questions put by the arbitration panel, shall be made available to the other disputing party.

3. A disputing party asserting that a measure of the other disputing party is inconsistent with this Agreement shall have the burden of establishing such inconsistency. A disputing party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies.

4. Without prejudice to Article 18.17 (Suspension and termination of arbitration procedure), the arbitration panel may, if requested by a disputing party and after consulting with the other disputing party, provide adequate opportunities for the development of a mutually agreed solution.

5. The arbitration panel shall make every effort to take any decision by consensus. Where a decision cannot be arrived at by consensus, the matter at issue shall be decided by majority vote. The arbitrators shall not issue dissenting or separate opinions and shall maintain confidentiality as regards the voting.

6. At the request of a disputing party, or upon its own initiative, the arbitration panel may obtain information from any source it deems appropriate for the arbitration panel proceedings. The arbitration panel may also seek the opinion of experts as it deems appropriate. The arbitration panel shall consult the disputing parties before choosing such experts. Any information obtained in this manner shall be disclosed to the disputing parties and submitted for their comments. The opinions of experts as well as information obtained from any relevant source shall be non-binding.

7. The deliberations of the arbitration panel and the documents submitted to it shall be kept confidential.

8. Notwithstanding paragraph 7, a disputing party may make public statements as to its views regarding the dispute, but shall treat as confidential any information and written submissions



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submitted by the other disputing party to the arbitration panel which the other disputing party has designated as confidential. Where a disputing party has provided information or written submissions designated as confidential, that disputing party shall, no later than 30 (thirty) days after a request by the other disputing party, provide a non-confidential summary of the information or written submissions which may be disclosed publicly.

ARTICLE 18.13

Interim report and final arbitral award

1. The arbitration panel shall issue an interim report to the disputing parties setting out:
 - (a) A summary of the submissions and arguments of the disputing parties;
 - (b) The findings of fact;
 - (c) Its determination as to the interpretation or application of the provisions of this Agreement, or whether the measure at issue is inconsistent with the obligations of this Agreement, or whether a Party has otherwise failed to carry out its obligations under this Agreement, or any other determination requested in the terms of reference to the extent necessary for the resolution of the dispute;
 - (d) If there is a determination of inconsistency, its recommendation that the responding party bring the measure into conformity with the obligations under this Agreement and, if the disputing parties agree, on the means to resolve the dispute; and
 - (e) The reasons for the findings and determinations,

no later than 90 (ninety) days after the date of establishment of the arbitration panel. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel shall notify the disputing parties in writing, stating the reasons for the delay and the date on which the arbitration

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panel plans to issue its interim report. Under no circumstances should the arbitration panel issue its interim report later than 120 (one hundred and twenty) days after the date of its establishment.

2. Any disputing party may submit a written request for the arbitration panel to review precise aspects of the interim report within 30 (thirty) days after its issuance. After considering any written comments by the disputing parties on the interim report, the arbitration panel may modify its report and make any further examination it considers appropriate.

3. The arbitration panel shall issue its final arbitral award to the disputing parties no later than 150 (one hundred and fifty) days after the date of the establishment of the arbitration panel. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel shall notify the disputing parties in writing, stating the reasons for the delay and the date on which the arbitration panel plans to issue its final arbitral award. Under no circumstances should the arbitration panel issue its final arbitral award later than 180 (one hundred and eighty) days after the date of its establishment. The final arbitral award shall set out the matters listed in paragraph 1, include a sufficient discussion of the arguments made at the interim review stage, and address clearly the written comments of the disputing parties.

4. In cases of urgency, including those involving perishable goods:

(a) The arbitration panel shall make every effort to issue its interim report and final arbitral award to the disputing parties within half of the respective time periods under paragraphs 1 and 3. Under no circumstances should the arbitration panel issue its final arbitral award later than 90 (ninety) days after the date of its establishment; and

(b) A disputing party may submit a written request for the arbitration panel to review precise aspects of the interim report within half of the time period set out in paragraph 2.

5. The final arbitral award of the arbitration panel shall be final and binding on the disputing parties, and shall not create any rights in favour of, or impose any obligations on, any person².

For greater certainty, nothing in the final arbitral award may add to or diminish the rights and obligations of the Parties under this Agreement.



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6. The disputing parties shall make the final arbitral award publicly available in its entirety, unless the disputing parties decide, by mutual agreement, not to make public parts thereof which contain confidential information.

ARTICLE 18.14

Implementation of the final arbitral award

1. Each disputing party shall comply in good faith with the final arbitral award of the arbitration panel. If, in its final arbitral award, the arbitration panel determines that a measure at issue is inconsistent with the obligations of this Agreement, or that the responding party has otherwise failed to carry out its obligations under this Agreement, the responding party shall, whenever possible, eliminate the non-conformity with this Agreement.
2. No later than 30 (thirty) days after the issuance of the final arbitral award, the responding party shall notify the complaining party of the time it will require to comply with the final arbitral award (hereinafter referred to as the "reasonable period of time"), if immediate compliance is not practicable. The disputing parties shall endeavour to agree on the reasonable period of time.
3. If the disputing parties fail to agree on the reasonable period of time within a period of 45 (forty-five) days after the issuance of the final arbitral award, a disputing party may, no later than 50 (fifty) days after the issuance of the final arbitral award, request in writing to the original arbitration panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the other disputing party. The original arbitration panel shall issue its determination to the disputing parties no later than 20 (twenty) days after the date of the submission of the request.
4. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination on the length of the reasonable period of time

shall be no later than 35 (thirty-five) days³ after the date of the submission of the request referred to in paragraph 3.

5. The responding party shall inform the complaining party in writing of its progress to comply with the final arbitral award at least 30 (thirty) days before the expiry of the reasonable period of time.

6. The reasonable period of time may be extended by mutual agreement of the disputing parties.

7. The responding party shall notify the complaining party before the end of the reasonable period of time of any measure that it has taken to comply with the final arbitral award.

8. In the event of a disagreement between the disputing parties concerning the existence or the consistency of any measure notified under paragraph 7 with the provisions referred to in Article 18.2 (Scope), the complaining party may request in writing the original arbitration panel to make a determination on the matter. Such request shall be notified simultaneously to the responding party, and shall identify any specific measure at issue and explain why that measure does not comply with the provisions referred to in Article 18.2 (Scope) in a manner sufficient to present the disagreement clearly. The original arbitration panel shall issue to the disputing parties its determination no later than 45 (forty-five) days after the date of the submission of the request.

9. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination shall be no later than 60 (sixty) days⁴ after the date of the submission of the request referred to in paragraph 8.

ARTICLE 18.15

³ For greater certainty, the period of 35 (thirty-five) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

For greater certainty, the period of 60 (sixty) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

Compensation and suspension of concessions or other obligations

1. If the responding party fails to notify any measure taken to comply with the final arbitral award in accordance with Article 18.14(7) (Implementation of the final arbitral award), or if the arbitration panel determines that any measure notified under Article 18.14(7) (Implementation of the final arbitral award) does not exist or is inconsistent with any provision referred to in Article 18.2 (Scope), the responding party shall enter into negotiations with the complaining party, with a view to reaching a mutually acceptable agreement on compensation.
2. If the disputing parties fail to agree on compensation within 30 (thirty) days after:
 - (a) The expiry of the reasonable period of time referred to in Article 18.14(7); or
 - (b) The issuance of an arbitration panel determination that any measure notified under Article 18.14(7) (Implementation of the final arbitral award) does not exist or is inconsistent with any provision referred to in Article 18.2 (Scope),

as the case may be, the complaining party shall be entitled, upon notification to the responding party, to suspend concessions or obligations arising from any provision referred to in Article 18.2 (Scope) at a level equivalent to the nullification or impairment caused by the violation. The notification shall specify the level of concessions or other obligations that the complaining party intends to suspend and indicate the reasons on which the suspension is based. The complaining party may begin implementing the suspension 20 (twenty) days after the delivery of its notification to the responding party, subject to paragraph 4.

3. In considering what concessions or other obligations to suspend pursuant to paragraph 2:
 - (a) The complaining party should first seek to suspend concessions or other obligations with respect to the same sector(s) as that in which the final arbitral award of the arbitration panel referred to in Article 18.13 (Interim report and final arbitral award) has found an inconsistency with the obligations under this Agreement;



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- (b) If the complaining party considers that it is not practicable or effective to suspend concessions or other obligations with respect to the same sector(s), it may suspend concessions or other obligations with respect to other sector(s), indicating the reasons that justify its decision; and
- (c) The complaining party will take into consideration those concessions or other obligations the suspension of which would least disturb the functioning of this Agreement.

4. If the responding party considers that the concessions or other obligations that the complaining party intends to suspend are manifestly excessive or that there is no reasonable justification to apply the suspension of concessions according to subparagraph (b) of paragraph 3, it may request in writing the original arbitration panel to make a determination on the matter. Such request shall be notified to the complaining party before the expiry of the 20-day (twenty-day) period referred to in paragraph 2. The complaining party shall submit to the original arbitration panel the methodology used to calculate the level of the suspension of concessions or other obligations within the timeframe stipulated by the original arbitration panel. The original arbitration panel having sought, if appropriate, the opinion of experts according to Article 18.12(6) (Proceedings of the arbitration panel) shall issue to the disputing parties its determination on the level of the suspension of concessions or other obligations and on the reasons indicated by the complaining party to suspend concessions according to subparagraph (b) of paragraph 3 no later than 30 (thirty) days after the date of the submission of the request. Concessions or other obligations shall not be suspended until the arbitration panel has issued its determination, and any suspension shall be consistent with the arbitration panel's determination.

5. In the event that any member of the original arbitration panel is no longer available, the procedures laid down in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination shall be no later than 45 (forty-five) days⁵ after the date of the submission of the request referred to in paragraph 4.

⁵ For greater certainty, the period of 45 (forty-five) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).



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6. The compensation referred to in paragraph 1 and the suspension referred to in paragraph 2 are temporary measures. Neither compensation nor suspension is preferred to full elimination of any non-conformity with this Agreement as determined in the final arbitral award of the arbitration panel. Any suspension shall only be applied until such time as the non-conformity is fully eliminated, or the non-conformity is determined in accordance with Article 18.16 (Compliance review) to have been eliminated, or the disputing parties have otherwise reached a mutually satisfactory solution.

Article 18.16

Compliance review

1. If the responding party considers that it has eliminated the non-conformity with this Agreement as originally determined by the arbitration panel's final arbitral award, it may request in writing the original arbitration panel to make a determination on the matter. Such request shall be notified simultaneously to the complaining party. The original arbitration panel shall issue to the disputing parties its determination no later than 45 (forty-five) days after the date of the submission of the request. If the arbitration panel determines that the responding party has eliminated the non-conformity with the provisions referred to in Article 18.2 (Scope), the complaining party shall cease to apply any suspension of concessions or other obligations that it has implemented.

2. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination shall be no later than 60 (sixty)⁶ days after the date of the submission of the request referred to in paragraph 1.

ARTICLE 18.17

⁶ For greater certainty, the period of 60 (sixty) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

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Suspension and termination of arbitration procedures

1. The arbitration panel shall, at the written request of both disputing parties, suspend its work at any time for a period agreed by the disputing parties, not exceeding 12 (twelve) months, and shall resume its work at the end of the agreed period at the written request of the complaining party, or before the end of this agreed period at the written request of both disputing parties. If the complaining party does not request the resumption of the arbitration panel's work before the expiry of the agreed suspension period, the dispute settlement procedures initiated under this Chapter shall be deemed terminated, unless the disputing parties agree otherwise.
2. The disputing parties may, at any time, agree in writing to terminate the dispute settlement procedures initiated under this Chapter.

ARTICLE 18.18

Rules of procedure

Dispute settlement procedures under this Chapter shall be governed by Annex 18-A (Rules of Procedure for Arbitration).

ARTICLE 18.19

Rules of interpretation

The arbitration panel shall interpret the provisions referred to in Article 18.2 (Scope) in accordance with customary rules of interpretation of public international law, including those codified in the Vienna Convention on the Law of Treaties, done at Vienna on 23 May 1969 (hereinafter referred to as the "Vienna Convention")



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ARTICLE 18.20

Expenses

The costs of arbitration shall be borne by the disputing parties in equal shares, unless otherwise agreed by the disputing parties. Each disputing party shall bear its own expenses and legal costs.

ARTICLE 18.21

Time limits

1. All time limits laid down in this Chapter shall be counted in calendar days, the first day being the day following the act or fact to which they refer, unless otherwise specified.
2. Any time limit referred to in this Chapter may be modified by mutual agreement of the disputing parties.



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ANNEX 18-A**RULES OF PROCEDURE FOR ARBITRATION****General provisions**

1. This Annex shall apply to dispute settlement proceedings under Chapter 18 (Dispute Settlement) unless the disputing parties agree otherwise.

Definitions

2. The definitions in Chapter 18 (Dispute Settlement) shall apply to this Annex. In addition, for the purposes of this Annex and Annex 18-B (Code of Conduct):
 - (a) "adviser" means a person retained by a Party to advise or assist that Party in connection with the arbitration panel proceeding;
 - (b) "arbitrator" means a member of an arbitration panel established pursuant to Article 18.9 (Composition and establishment of the arbitration panel);
 - (c) "assistant" means a person who, under the terms of appointment of an arbitrator, conducts research or provides assistance to the arbitrator;
 - (d) "official legal holiday" means for any year, with regard to a disputing party, Saturday, Sunday and any other day officially designated by that disputing party as a public or legal holiday; and
 - (e) "representative" means an employee or any person appointed by a government department, an agency or any other public entity of a Party who represents the Party for the purposes of a dispute under this Agreement.



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Logistics of proceedings

3. The responding party shall be in charge of the logistical administration of dispute settlement proceedings, in particular the organisation of hearings, unless otherwise agreed.

Notifications

4. The disputing parties and the arbitration panel shall transmit simultaneously to the relevant parties any request, notice, written submission or other document by e-mail, with a paper copy submitted on the same day by facsimile transmission, registered post, courier, delivery against receipt or any other means of telecommunication that provides a record of the sending thereof. Unless proven otherwise, an e-mail message shall be deemed to be received on the same date of its sending.

5. A disputing party shall provide an electronic copy of each of its written submissions and rebuttals to each of the arbitrators and simultaneously to the other disputing party. A paper copy of the document shall also be provided.

6. All notifications shall be addressed to the representatives appointed by the disputing parties. If no representatives have been appointed, all notifications shall be addressed:

- (a) Where MERCOSUR is a disputing party, to the *Pro Tempore* Presidency of MERCOSUR;
- (b) Where a Signatory MERCOSUR State is a disputing party, to the national coordinator of the Common Market Group of that Signatory MERCOSUR State or its successor; and
- (c) Where Singapore is a disputing party, to the Director of Emerging Markets Division, Ministry of Trade and Industry or its successor.

7. Minor errors of a clerical nature in any request, notice, written submission or other document related to the arbitration panel proceeding may, unless the other disputing party objects, be

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corrected by delivery, in accordance with Rules 4 to 6, of a new document clearly indicating the changes.

8. If the last day for delivery of a document falls on an official legal holiday of the disputing party responsible for such delivery or the disputing party that is to receive the document, the disputing party responsible for such delivery may deliver the document in the next business day. The disputing parties shall notify the arbitration panel their respective calendars of official legal holidays at the meeting of the arbitration panel with the disputing parties.

Commencing of the arbitration

9. Unless the disputing parties agree otherwise, they shall meet the arbitration panel within 7 (seven) days after its establishment in order to determine the matters that the disputing parties or the arbitration panel deem appropriate. Arbitrators and representatives of the disputing parties may take part in this meeting via telephone or video conference.

Initial written submissions

10. Unless the disputing parties agree otherwise, the complaining party shall deliver its written submission no later than 21 (twenty-one) days after the date of establishment of the arbitration panel. The responding party shall deliver its written submission no later than 21 (twenty-one) days after the date of delivery of the complaining party's written submission.

Working of arbitration panels

11. The chairperson of the arbitration panel shall preside at all its meetings. An arbitration panel may delegate to the chairperson authority to make administrative and procedural decisions. These decisions shall be notified to the other arbitrators and, if appropriate, to the disputing parties.

12. Unless otherwise provided for in Chapter 18 (Dispute Settlement), the arbitration panel may conduct its activities by any means, including telephone, facsimile transmissions or computer links.



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13. Only arbitrators may take part in the deliberations of the arbitration panel, but the arbitration panel may permit its assistants to be present at its deliberations.
14. It shall be the exclusive responsibility of the arbitration panel to consider all issues raised during the proceedings and draft any decision, and this responsibility shall not be delegated.
15. Where a procedural question arises that is not covered by Chapter 18 (Dispute Settlement) or its Annexes, the arbitration panel, after consulting the disputing parties, may adopt an appropriate procedure that is compatible with those provisions.
16. When the arbitration panel considers that there is a need to modify any time limit applicable to the proceedings or to make any other procedural or administrative adjustment, it shall inform the disputing parties in writing of the reasons for the change or adjustment and of the period or adjustment needed. The arbitration panel may adopt such change or adjustment after consulting the disputing parties. The arbitration panel shall not modify time limits of Article 18.9 (Composition and establishment of the arbitration panel).

Replacement of arbitrators

17. If an arbitrator is unable to participate in the proceeding, resigns, or must be replaced, a replacement shall be selected in accordance with Article 18.9 (Composition and establishment of the arbitration panel).
18. Where a disputing party considers that an arbitrator other than the chairperson does not comply with the requirements of Article 18.9(3) (Composition and establishment of the arbitration panel), or the Code of Conduct under Annex 18-B, and for this reason must be replaced, this disputing party shall notify the other disputing party within 15 (fifteen) days of the time at which it came to know of the circumstances underlying the arbitrator's non-compliance. The disputing parties shall consult and, if they so agree, replace the arbitrator and select a replacement following the procedure set out in Article 18.9.

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19. If the disputing parties fail to agree on the need to replace an arbitrator other than the chairperson, any disputing party may request that such matter be referred to the chairperson of the arbitration panel, whose decision shall be final. If, pursuant to such a request, the chairperson finds that an arbitrator did not comply with Article 18.9(3) (Composition and establishment of the arbitration panel) or the Code of Conduct, that arbitrator shall be replaced and a new arbitrator shall be appointed in the same manner as prescribed for the appointment of the original member, pursuant to Article 18.9.

20. Where a disputing party considers that the chairperson of the arbitration panel does not comply with the requirements of Article 18.9(3) (Composition and establishment of the arbitration panel) or the Code of Conduct, this disputing party shall notify the other disputing party within 15 (fifteen) days of the time at which it came to know of the circumstances underlying the chairperson's non-compliance. The disputing parties shall consult and, if they so agree, replace the chairperson and select a replacement following the procedure set out in Article 18.9.

21. If the disputing parties fail to agree on the need to replace the chairperson, any disputing party may request that such matter be referred to the other arbitrators, whose decision shall be final. If, pursuant to such a request, the other arbitrators find that the chairperson did not comply with the requirements of Article 18.9(3) (Composition and establishment of the arbitration panel) or the Code of Conduct, the chairperson shall be replaced and a new one shall be appointed in the same manner pursuant to Article 18.9.

22. The arbitration panel proceedings shall be suspended for the period taken to carry out the procedures provided for in Rules 17 to 21 of this Annex.

Hearings

23. The chairperson shall fix the date and time of the hearing in consultation with the disputing parties and the other arbitrators, and confirm this in writing to the disputing parties. Unless a disputing party disagrees, the arbitration panel may decide not to convene a hearing.




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24. Unless the disputing parties agree otherwise, the hearing shall be held in the territory of the responding party.
25. The arbitration panel may convene additional hearings if the disputing parties so agree.
26. All arbitrators shall be present during the entirety of all hearings.
27. The following persons may attend a hearing:
- (a) Representatives of the disputing parties;
 - (b) Advisers to the disputing parties;
 - (c) Administrative staff, interpreters, translators and court reporters; and
 - (d) Arbitrators' assistants.
28. Only the representatives of and advisers to the disputing parties may address the arbitration panel.
29. No later than 3 (three) days before the date of a hearing, each disputing party shall deliver to the arbitration panel, and simultaneously to the other disputing party, a list of the names of persons who will make oral arguments or presentations at the hearing on behalf of the first mentioned disputing party and of its other representatives or advisers who will attend the hearing.
30. The arbitration panel shall ensure that the complaining party and the responding party are afforded equal time during the submissions and rebuttals. These stages shall be conducted in the following order:
- (a) Submissions
 - (i) submission of the complaining party;




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(ii) submission of the responding party; and

(b) Rebuttals

(i) rebuttal of the complaining party;

(ii) counter-rebuttal of the responding party.

31. The arbitration panel shall arrange for a transcript of each hearing to be prepared and delivered as soon as possible to the disputing parties.

32. A disputing party may submit a supplementary written submission, with a copy to the other disputing party, responding to any matter that arose during the hearing, within 10 (ten) days after the date of the hearing. The other disputing party shall also be given the opportunity to provide written comments on any such supplementary written submission.

Questions in writing

33. The arbitration panel may at any time during the proceedings address questions in writing to one or both disputing parties and set a reasonable time limit for the submission of their responses. Each of the disputing parties shall receive a copy of any questions put by the arbitration panel.

34. Each disputing party shall also provide a copy of its written response to the arbitration panel's questions to the arbitration panel and simultaneously to the other disputing party. Each disputing party shall be given the opportunity to provide written comments on the other party's reply within 7 (seven) days after the date of receipt.

Confidentiality

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35. The disputing parties and their advisers and representatives, all arbitrators, former arbitrators and their assistants, and all attendees and experts at the arbitration panel hearings shall maintain the confidentiality of the hearings, the deliberations and interim panel report, and all written submissions to, and communications with, the panel. This includes any information submitted by a disputing party to the arbitration panel which that disputing party has designated as confidential. Nothing in this Annex shall preclude a disputing party from disclosing statements of its own positions to the public to the extent that, when making reference to information submitted by the other disputing party, it does not disclose any information designated by the other disputing party as confidential.

Ex parte contacts

36. The arbitration panel shall not meet, hear, or otherwise contact a disputing party in the absence of the other disputing party.

37. Arbitrators shall not discuss any aspect of the subject matter of the proceedings with a disputing party or the disputing parties in the absence of the other arbitrators.

Urgent cases

38. In cases of urgency referred to in Chapter 18 (Dispute Settlement), the arbitration panel, after consulting the disputing parties, shall adjust the time limits referred to in this Annex as appropriate and shall notify the disputing parties of such adjustments.

Language and translation

39. All proceedings pursuant to Chapter 18 (Dispute Settlement) and all communications with, documents submitted to and reports issued by the arbitration panel shall be in the English language.

40. Each disputing party shall bear the responsibility of preparing English language translations of any documents that it submits during the proceedings.

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Calculation of time limits

41. For the purpose of calculating a period of time, such period shall begin on the day following the day when any request, notice, written submission or other document is received by the addressee.

42. Where a disputing party receives a document on a date other than the date on which this document is received by the other disputing party, any period of time that is calculated on the basis of the date of receipt of that document shall be calculated from the last date of receipt of that document.

Other procedures

43. This Annex is also applicable to procedures set out in Article 18.14 (Implementation of the final arbitral award), Article 18.15 (Compensation and suspension of concessions or other obligations), and Article 18.16 (Compliance review). The time limits laid down in this Annex shall be adjusted in line with the special time limits provided for the adoption of a ruling by the arbitration panel in those other procedures.

Final arbitral award

44. The arbitral award shall contain the following details, in addition to any other elements which the arbitration panel may consider appropriate for inclusion:

- (a) Identification of the disputing parties;
- (b) The name of each of the members of the arbitration panel and the date of its establishment;
- (c) The terms of reference of the arbitration panel, including a description of the measure at issue;
- (d) The arguments of each of the disputing parties;




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- (e) A description of the development of the arbitration procedure, including a summary of the actions taken;
- (f) A description of the factual elements of the dispute;
- (g) The decision reached in relation to the dispute, indicating the factual and legal grounds;
- (h) The date of issue; and
- (i) The signature of all members of the arbitration panel.


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ANNEX 18-B**CODE OF CONDUCT**

Definitions

1. The definitions in Chapter 18 (Dispute Settlement) and Annex 18-A (Rules of Procedure for Arbitration) shall apply to this Annex. In addition, for the purposes of this Annex:
 - (a) "candidate" means an individual who is under consideration for selection as an arbitrator under Article 18.9 (Composition and establishment of the arbitration panel);
 - (b) "proceeding", unless otherwise specified, means an arbitration panel proceeding under Chapter 18 (Dispute Settlement); and
 - (c) "staff", in respect of an arbitrator, means any person under the direction and control of the arbitrator, other than an assistant.

Responsibilities to the process

2. Throughout the proceeding, every candidate and arbitrator shall, avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests, and shall observe high standards of conduct, so that the integrity and impartiality of the dispute settlement mechanism is preserved.

3. Former arbitrators shall comply with the obligations established in paragraphs 19, 22 and 24 of this Annex.

Disclosure obligations

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4. Prior to confirmation of his or her selection as an arbitrator under Chapter 18 (Dispute Settlement), a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

5. Once selected, an arbitrator shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in paragraph 4 of this Annex shall disclose them. The disclosure obligation is a continuing duty which requires an arbitrator to disclose any such interests, relationships or matters that may arise during any stage of the proceeding at the earliest time the arbitrator becomes aware of it. The arbitrator shall disclose such interests, relationships or matters by informing the disputing parties, in writing, for their consideration.

6. Disclosure of an interest, relationship or matter is without prejudice as to whether that interest, relationship or matter is indeed covered by paragraphs 4 or 5, or whether it warrants recusal or disqualification. In the event of uncertainty regarding whether an interest, relationship or matter must be disclosed, a candidate or arbitrator should err in favour of disclosure.

7. A candidate or an arbitrator shall only communicate matters concerning actual or potential violations of this Annex to the disputing parties for their consideration.

Duties of arbitrators

8. An arbitrator shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding, and with fairness and diligence.

9. An arbitrator shall comply with the provisions of Chapter 19 (Dispute Settlement) and its Annexes.

10. An arbitrator shall consider only those issues raised in the proceeding and necessary for the ruling and shall not delegate this duty to any other person. An arbitrator shall not deny other arbitrators the opportunity to participate in all aspects of the proceeding.

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11. An arbitrator shall take all appropriate steps to ensure that his or her assistants and staff are aware of, and comply with, paragraphs 2 to 7, and 19 to 22 of this Annex.
12. An arbitrator shall not engage in any *ex parte* contact concerning the proceeding.

Independence and impartiality of arbitrators

13. An arbitrator shall be independent and impartial, and avoid creating an appearance of impropriety or bias, and shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party, or fear of criticism.
14. Arbitrators shall not take instructions from any organisation, individual or government with regard to matters before a panel, or be affiliated to a Party.
15. An arbitrator shall not, directly or indirectly, incur in any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of his or her duties.
16. An arbitrator shall not use his or her position on the arbitration panel to advance any personal or private interests and shall avoid actions that may create the impression that others are in a special position to influence them.
17. An arbitrator shall not allow past or ongoing financial, business, professional, family or social relationships or responsibilities to influence his or her conduct or judgement.
18. An arbitrator shall avoid entering into any relationship or acquiring any financial interest that is likely to affect his or her impartiality or that might reasonably create an appearance of impropriety or bias.

Confidentiality

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19. An arbitrator or former arbitrator shall not at any time disclose or use any non-public information concerning a proceeding or acquired during a proceeding except for the purposes of that proceeding and shall not, in particular, disclose or use any such information to gain a personal advantage or an advantage for others or to affect the interest of others.
20. An arbitrator shall not make any public statement regarding the merits of a pending panel proceeding.
21. An arbitrator shall not disclose an interim report. An arbitrator shall not disclose a final arbitral award or parts thereof prior to its publication in accordance with Chapter 18 (Dispute Settlement).
22. An arbitrator or former arbitrator shall not at any time disclose the deliberations of an arbitration panel, or any arbitrator's view regarding the deliberations, or which arbitrators are associated with majority or minority opinions in a proceeding.

Expenses

23. Each arbitrator shall keep a record and render a final account of the time devoted to the procedure and of his or her expenses, as well as the time and expenses of his or her assistants.

Obligations of former arbitrators

24. A former arbitrator shall avoid actions that may create the appearance that he or she was biased in carrying out his or her duties, or derived any advantage from the decision of the arbitration panel.

Responsibilities of experts, assistants and staff



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25. Paragraphs 2 to 7, 9, 12, 19 to 22 and 24 of this Annex shall also apply to experts, assistants and staff.

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CHAPTER 19

INSTITUTIONAL, GENERAL AND FINAL PROVISIONS

ARTICLE 19.1

Joint Committee

1. The Parties hereby establish a Joint Committee comprising delegates of Singapore and MERCOSUR, represented by the National Coordinators of the Common Market Group of each Signatory MERCOSUR State or their representatives.

2. The first meeting of the Joint Committee shall be held within one year after the entry into force of this Agreement. Thereafter, the Joint Committee shall meet every two years, unless the Parties agree otherwise. The Joint Committee shall be co-chaired by a representative of Singapore and a representative of MERCOSUR. The Joint Committee shall agree on its meeting schedule and set its agenda. The Joint Committee may meet in person or by any other means, as mutually agreed by the Parties.

3. The Joint Committee shall:

- (a) oversee and ensure the general functioning of this Agreement;
- (b) supervise and facilitate the implementation and application of this Agreement, and further its general aims;
- (c) supervise the work of all subcommittees, working groups and other bodies established under this Agreement;
- (d) consider ways to further enhance trade relations between the Parties;





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- (e) seek to prevent or solve any issues that may arise in relation to the interpretation and application of the Agreement without prejudice to Chapter 18 (Dispute Settlement);
- (f) examine any effects of an accession of a third country to MERCOSUR pursuant to Article.19.16 (Accessions to MERCOSUR) and, where appropriate, put in place any necessary adjustments or transition arrangements; and
- (g) consider any other matter of interest relating to an area covered by this Agreement.

4. The Joint Committee may:

- (a) decide to establish or dissolve any subcommittee, working group or other body, or allocate responsibilities or functions to it;
- (b) communicate with all interested parties including private sector and civil society organisations;
- (c) consider or adopt decisions to modify, in fulfilment of the objectives of this Agreement:
 - (i) Annex 2-A of Chapter 2 (National Treatment and Market Access for Goods), including its Appendices;
 - (ii) Chapter 3 (Rules of Origin) and its Annexes;
 - (iii) Annex 13-A of Chapter 13 (Government Procurement), including its Appendices;
 - (iv) Annex I (Schedules of Specific Commitments for Investment), Annex II (Schedules of Specific Commitments for Services), and Annex III (Schedules of Reservations and Non-conforming Measures for Services and Investment);
 - (v) Annex 15-A1, Annex 15-A2 and Annex 15-A3 of Chapter 15 (Intellectual Property Rights); or



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- (vi) any other areas that the Joint Committee may agree upon;
- (d) adopt interpretations of the provisions of this Agreement, which shall be binding on the Parties and all bodies set up under this Agreement including arbitration panels or arbitral tribunals referred to under Chapter 9 (Investment) and Chapter 18 (Dispute Settlement);
- (e) adopt decisions or make recommendations as envisaged by this Agreement;
- (f) adopt its own rules of procedure; and
- (g) take any other action in the exercise of its functions as the Parties may agree.

ARTICLE 19.2

Subcommittees, working groups and other bodies

1. The composition, responsibilities and functions of subcommittees, working groups or any other bodies may be set out either by relevant provisions of this Agreement or by the Joint Committee acting consistently with this Agreement.
2. The subcommittees, working groups or any other bodies shall inform the Joint Committee of their schedule and agenda sufficiently in advance of their meetings. They may meet in person or by any other means, as mutually agreed by the Parties. They shall report to the Joint Committee on their activities at each regular meeting of the Joint Committee.
3. The Joint Committee may decide to change or undertake for itself any responsibility or function assigned to a subcommittee, a working group or any other body.
4. The creation or existence of a subcommittee, a working group or any other body shall not prevent a Party from bringing any matter directly to the Joint Committee.



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5. With respect to matters related to their area of competence, the subcommittees shall have the power to:

- (a) monitor the implementation and ensure the proper functioning of this Agreement, and collaborate with the Joint Committee and other subcommittees for this purpose;
- (b) adopt by agreement of the Parties recommendations and draft decisions proposed to be taken by the Joint Committee in accordance with Article 19.3 (Decision-making), related to all matters where this Agreement so provides;
- (c) discuss issues arising from the implementation of this Agreement or of any supplementing agreement with a view to resolving them, without prejudice to Chapter 18 (Dispute Settlement); and
- (d) provide a forum for the Parties to exchange information, discuss best practices and share implementation experience.

6. The tasks of the subcommittees are further defined as appropriate in the relevant chapters of this Agreement and can be modified, if necessary, by decision of the Joint Committee.

ARTICLE 19.3

Decision-making

Where provided for in this Agreement, the Joint Committee may adopt decisions which shall be binding on the Parties. The Parties shall take the necessary measures to implement such decisions.

2. The Joint Committee and other subcommittees may make appropriate recommendations, where provided for in this Agreement.

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3. Decisions and recommendations under this Agreement shall be adopted by consensus among the Parties.
4. If a decision adopted by the Joint Committee requires the fulfilment of internal procedures by any of the Parties, the decision shall enter into force on the date that the last Party notifies that its internal requirements have been fulfilled, unless otherwise agreed. The Joint Committee may decide that such decisions may be applicable for those Parties that have fulfilled their internal requirements, provided that at least one Signatory MERCOSUR State, of the one part, and Singapore, of the other part, are among those Parties.
5. In case the Joint Committee considers or adopts decisions to modify parts of the Agreement, as per subparagraph (c) of Article 19.1 (4) (Joint Committee), the Parties may indicate, in accordance with their laws and regulations, whether they need to submit such modification to further internal processes, including ratification, acceptance or approval.

ARTICLE 19.4

Contact points

1. For the purposes of this Agreement, ~~all communications or notifications to or by a Party shall be made through its contact point.~~
2. The contact points of the Parties are:
 - (a) for MERCOSUR, National Coordinators of the Common Market Group of the Signatory MERCOSUR States, or its successors; and
 - (b) for Singapore, the Director of Americas Division, Ministry of Trade and Industry, or its successor.
3. Each Party shall notify the other Parties of any changes in its contact point in due time.



ARTICLE 19.5

Relations with other agreements

1. The Parties affirm their existing rights and obligations with respect to each other under existing bilateral and multilateral agreements to which they are party, including the WTO Agreement.
2. If a Party considers that a provision of this Agreement is inconsistent with a provision of another agreement to which that Party and at least one other Party are party, the relevant Parties which are party to the other agreement shall immediately consult each other with a view to finding a mutually satisfactory solution. This paragraph shall be without prejudice to a Party's rights and obligations under Chapter 18 (Dispute Settlement).¹
3. Notwithstanding paragraph 2, if this Agreement explicitly contains provisions dealing with such inconsistency as indicated in paragraph 2, those provisions shall apply.
4. For the purposes of this Agreement, any reference to articles in GATT 1994 or GATS includes the interpretative notes, where applicable.

ARTICLE 19.6

Evolving WTO Law

If any provision of the WTO Agreement that the Parties have incorporated into this Agreement is amended, the Parties shall consult with each other, via the Joint Committee, with a view to finding a mutually satisfactory solution, where necessary. As a result of such a review, the Parties may, by decision of the Joint Committee, amend or modify this Agreement accordingly.

¹ For greater certainty, the Parties agree that the fact that an agreement provides more favourable treatment of goods, services, investment, or persons than that provided for under this Agreement does not mean that there is an inconsistency within the meaning of paragraph 2.

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ARTICLE 19.7

General Exceptions

1. Article XX (General Exceptions) of GATT 1994 and its interpretive notes are incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of:
 - (a) Chapter 2 (National Treatment and Market Access for Goods), Chapter 3 (Rules of Origin), Chapter 5 (Trade Remedies), Chapter 7 (Sanitary and Phytosanitary Measures), Chapter 8 (Technical Barriers to Trade), Chapter 4 (Customs and Trade Facilitation); and
 - (b) Chapter 12 (Electronic Commerce), except to the extent that a provision of these Chapters applies to services or investment.
2. Article XIV (a), (b) and (c) (General Exceptions) of GATS (including its footnotes) is incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of:
 - (a) Chapter 10 (Trade in Services) and Chapter 11 (Movement of Natural Persons); and
 - (b) Chapter 12 (Electronic Commerce), to the extent that a provision of these Chapters applies to services.
3. Article XIV (a), (b) and (c) (General Exceptions) of GATS (including its footnotes) and Article XX(g) (General Exceptions) of GATT are incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of Chapter 9 (Investment Chapter).

ARTICLE 19.8

Security exceptions

Nothing in this Agreement shall be construed:

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- (a) to require a Party to furnish any information the disclosure of which it considers to be contrary to its essential security interests; or
- (b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests:
 - (i) relating to the supply of services as carried out directly or indirectly for the purposes of provisioning a military establishment;
 - (ii) 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 purposes of supplying a military establishment;
 - (iii) relating to fissionable and fusionable materials or the materials from which they are derived;
 - (iv) taken in time of war or other emergency in international relations; or
- (c) to prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

ARTICLE 19.9

Taxation

1. Except as provided for in this Article, nothing in this Agreement shall apply to taxation measures.
2. Nothing in this Agreement shall affect the rights and obligations of a State Party under any tax agreement. In the event of any inconsistency between this Agreement and any such agreement, that agreement shall prevail to the extent of the inconsistency. The competent authorities of the States



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Parties shall have sole responsibility for determining whether any inconsistency exists between this Agreement and that agreement.

3. Notwithstanding paragraph 2, Article 2.3 (National Treatment) of Chapter 2 (National Treatment and Market Access for Goods) and other provisions of this Agreement necessary to give effect to that Article shall apply to taxation measures to the same extent as does Article III (National Treatment on Internal Taxation and Regulation) of GATT 1994.

4. For the purposes of this Article:

(a) "competent authorities" means:

(i) For Singapore, the Chief Tax Policy Officer, Ministry of Finance, or the competent authority designated under any tax agreement between the State Parties, as the case may be, or their successor or such other public officer as may be designated by Singapore; and

(ii) For each Signatory MERCOSUR State, as indicated below:

(A) Argentina, the Minister of Economy or a designated representative;

(B) Brazil, the Minister of Finance and the Special Secretary of the Federal Revenue of Brazil or their designated representatives;

(C) Paraguay, the Minister of Economy and Finance or a designated representative;

(D) Uruguay, the Minister of Economy and Finance or a designated representative;

or their respective successors;

(b) "tax agreement" means an agreement for the avoidance of double taxation or other international taxation agreement, arrangement or convention; and

(c) "taxation measures" do not include:

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- (i) customs duties as defined in Article 2.1 (Definitions) of Chapter 2 (National Treatment and Market Access for Goods); or
- (ii) the measures listed in subparagraphs (b), (c), (d), (e) and (f) of customs duties definition in Article 2.1 (Definitions) of Chapter 2 (National Treatment and Market Access for Goods).

ARTICLE 19.10

Temporary safeguard measures

1. Nothing in this Agreement shall be construed as preventing a Party from adopting or maintaining measures that restrict the transfers or payments from the current account in the event of serious balance of payment and external financial difficulties or a threat thereof.
2. Nothing in this Agreement shall be construed as preventing a Party from adopting or maintaining measures that restrict the transfers or payments related to capital movements:
 - (a) in the event of serious balance of payment and external financial difficulties or a threat thereof, or
 - (b) when, in extraordinary circumstances, payments or transfers relating to capital movements cause or threaten to cause serious difficulties in macroeconomic management, in particular in monetary or foreign exchange policy.
3. Any measure that is adopted or maintained in accordance with paragraphs 1 and 2 must:
 - (a) be applied in a non-discriminatory manner so that no Party receives a less favourable treatment than any other Party or non-party;
 - (b) be consistent with the Articles of Agreement of the IMF;

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- (c) prevent unnecessary damage to commercial, economic and financial interests of another Party;
- (d) not go beyond that which is necessary to overcome the circumstances set out in paragraphs 1 or 2; and
- (e) be temporary and progressively withdrawn as soon as the circumstances set out in paragraphs 1 and 2 improve.

4. With regard to trade of goods, no provision of this Agreement shall be construed as preventing a Party from adopting measures to restrict importations in order to safeguard its external financial position or balance of payments. These measures which restrict importations must be consistent with GATT 1994 and the Understanding of the Balance of Payments Provisions of GATT 1994.

5. With regard to trade in services, no provision in this Agreement shall be construed as preventing a Party from taking restrictive trade measures in order to safeguard its external financial position or balance of payments. These restrictive measures must be consistent with GATS.

6. A Party that adopts or maintains measures in accordance with paragraphs 1, 2, 4 or 5 shall:

- (a) provide, with no undue delay, notice of the measures adopted or maintained to the other Parties, including any modification thereof; and
- (b) with no undue delay commence consultations with the other Parties to make their best efforts to review, whenever possible, the measures that it has previously maintained or adopted²:

For the avoidance of doubt, the term "consultations" in this Article does not refer to the consultations under Article 18.6 (Consultations) of Chapter 18 (Dispute Settlement), and the term "review" in this Article does not require a Party to obtain the agreement from any other Party referred to under paragraph 6(b)(i) or any interested Party referred to under paragraph 6(b)(ii) in order to adopt or maintain safeguard measures in accordance with this provision.

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- (i) in the case of capital movements, respond to any other Party that makes an enquiry on the measures adopted by the former Party, provided that said enquiry is not made outside the framework of this Agreement.
- (ii) in the case of current account transactions, provided that consultations related to the measures adopted are not carried out before the WTO, a Party shall, if required to, promptly commence consultations with any interested Party.

ARTICLE 19.11

Disclosure of information

1. Nothing in this Agreement shall be construed to require a Party to make available confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of a particular juridical person, public or private.
2. Unless otherwise provided for in this Agreement, where a Party provides information to another Party (or to the Joint Committee, subcommittees, working groups or any other bodies) in accordance with this Agreement and designates the information as confidential, the Party (or the Joint Committee, subcommittees, working groups or any other bodies) receiving the information shall maintain the confidentiality of the information, use it only for the purposes specified by the Party providing the information, and not disclose it without specific written permission of the Party providing the information.

ARTICLE 19.12

Amendments

1. The State Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force on the first day of the second month following the date on which the State Parties have



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exchanged written notifications certifying that they have completed their respective applicable legal requirements, or in any manner otherwise agreed upon by the Parties.

2. Notwithstanding paragraph 1, the Joint Committee may adopt any modification to this Agreement, where provided for in subparagraph (c) of Article 19.1 (4) (Joint Committee).

3. In case the Parties consider or adopt decisions to amend this Agreement pursuant to paragraph 1, the State Parties may indicate, in accordance with their laws and regulations, whether they need to submit such amendment to further internal processes, including ratification, acceptance or approval.

ARTICLE 19.13

Entry into force

1. This Agreement shall be ratified by each Signatory MERCOSUR State and Singapore in accordance with their respective legal requirements. The instruments of ratification shall be deposited with the Depositary. The Depositary shall promptly notify each Signatory MERCOSUR State and Singapore, and provide them with the date and a copy of the deposit of an instrument of ratification.

2. This Agreement shall enter into force for the Signatory MERCOSUR States that have deposited their instruments of ratification and Singapore, on the first day of the second month following the date on which at least Singapore and one Signatory MERCOSUR State have deposited their instruments of ratification with the Depositary.

3. After the entry into force of this Agreement pursuant to paragraph 2, for any Signatory MERCOSUR State for which this Agreement has not entered into force, this Agreement shall enter into force on the first day of the second month following the date on which said Signatory MERCOSUR State has deposited its instrument of ratification with the Depositary. This Agreement shall enter into force for MERCOSUR on the first day of the second month following the date on

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which all Signatory MERCOSUR States have deposited their instruments of ratification with the Depositary.

ARTICLE 19.14

Transitional provisions

1. Until this Agreement enters into force for all Signatory MERCOSUR States, the rights and obligations under this Agreement shall only apply to the Signatory MERCOSUR States for which this Agreement is in force and Singapore, according to the following provisions.
2. Any reference to:
 - (a) "MERCOSUR" shall be understood to refer to such Signatory MERCOSUR States for which this Agreement is in force; and
 - (b) "Parties" and "State Parties" shall be understood to refer to such Signatory MERCOSUR State or States for which this Agreement is in force and Singapore.

ARTICLE 19.15

Duration

1. This Agreement shall be valid indefinitely.
2. MERCOSUR and the Signatory MERCOSUR States may collectively terminate this Agreement by means of a written notification to the Depositary. Singapore may terminate this Agreement by means of a written notification to the Depositary.
3. This Agreement shall be terminated 6 (six) months after the notification pursuant to paragraph 2. This is without prejudice to specific provisions in this Agreement which qualify the effect of the termination, namely, Article 9.17 (Savings Clause) of Chapter 9 (Investment).



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4. Within 30 (thirty) days of delivery of a notification under paragraph 2, a Party may request consultations regarding whether the termination of any provision of this Agreement should take effect at a later date than provided under paragraph 2. Such consultations shall commence within 30 days of a Party's delivery of such request.
5. The Agreement shall terminate for any Signatory MERCOSUR State which withdraws from the Treaty of Asunción, on the same date the withdrawal from the Treaty of Asunción takes place. MERCOSUR shall promptly notify Singapore of any intent formally expressed by a Signatory MERCOSUR State of such withdrawal.
6. If a Signatory MERCOSUR State withdraws from the Treaty of Asunción, this Agreement shall remain in force for MERCOSUR, the remaining Signatory MERCOSUR States and for Singapore.

ARTICLE 19.16

Annexes and Appendices

The Annexes and Appendices to this Agreement shall form an integral part thereof.

ARTICLE 19.17

Accessions to MERCOSUR

The accession to this Agreement of any Member State of MERCOSUR which is not an original Signatory MERCOSUR State shall be on terms and conditions mutually agreed among the original State Parties to this Agreement and the acceding party through negotiations. Such accession shall be done through an additional protocol to this Agreement.

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2. MERCOSUR shall promptly notify Singapore of the outcome of accession negotiations with a candidate country for accession to MERCOSUR and of the entry into force of any accession to MERCOSUR.
3. Nothing in this Article prejudices the Parties' rights under Article 19.15 (Duration).

ARTICLE 19.18

Territorial application

This Agreement shall apply:

- (a) with respect to MERCOSUR and the Signatory MERCOSUR States, to the territory of the Signatory MERCOSUR States as defined in Article 1.3 (Definitions of General Application) of Chapter 1 (Initial Provisions and General Definitions); and
- (b) with respect to Singapore, to its territory as defined in Article 1.3 (Definitions of General Application) of Chapter 1 (Initial Provisions and General Definitions).

ARTICLE 19.19

Depositary

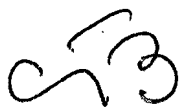
The Government of the Republic of Paraguay shall act as Depositary of this Agreement and shall notify all Parties that have signed or acceded to this Agreement of the deposit of any instrument of ratification or provisional application, the entry into force of this Agreement, of its termination or of any withdrawal therefrom.

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

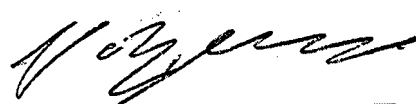
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Done at Rio de Janeiro, on the 7th of December 2023, in two originals in the English language. The texts translated into the Spanish and Portuguese languages shall be adopted by an exchange of diplomatic notes within 180 (one hundred and eighty) days, all texts being equally authentic. In case of divergence of interpretation, the English language text shall prevail.

For the Argentine Republic

Cecilia Todesca Bocco
Secretary of International Economic
Relations of the
Ministry of Foreign Affairs, International
Trade and Worship

For the Republic of Singapore

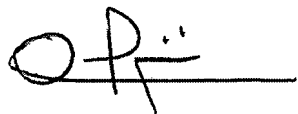
Vivian Balakrishnan
Minister for Foreign Affairs

For the Federative Republic of Brazil

Mauro Vieira
Minister of Foreign Affairs

For the Republic of Paraguay

Rubén Ramírez Lezcano
Minister of Foreign Affairs

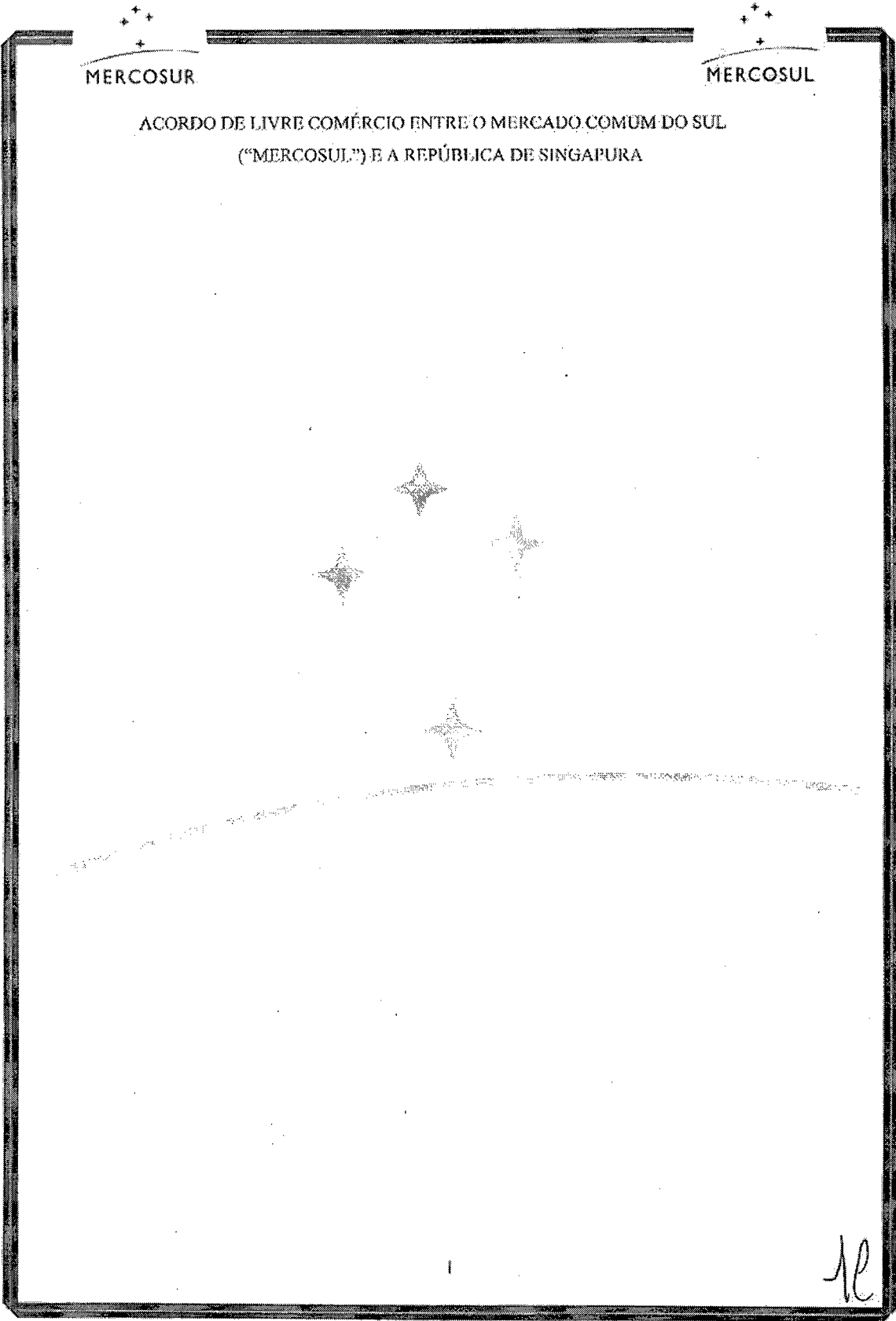
For the Oriental Republic of Uruguay

Omar Paganini
Minister of Foreign Affairs



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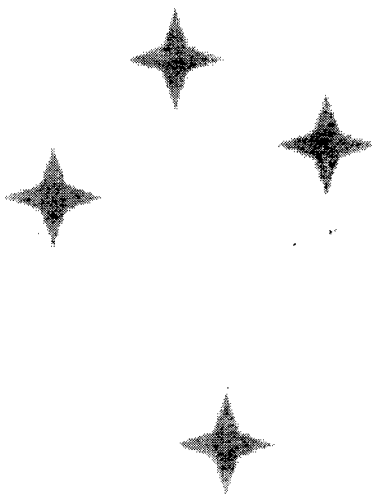
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ACORDO DE LIVRE COMÉRCIO ENTRE O MERCADO COMUM DO SUL
("MERCOSUL") E A REPÚBLICA DE SINGAPURA



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AG 2

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PREÁMBULO

A República de Singapura, doravante denominada "Singapura",

de uma parte,

E,

a República Argentina,

a República Federativa do Brasil,

a República do Paraguai,

a República Oriental do Uruguai,

Estados Partes do Mercado Comum do Sul signatários deste Acordo,

doravante, para os fins deste Acordo, referidos como Estados Signatários do MERCOSUL,

E

o Mercado Comum do Sul, doravante denominado "MERCOSUL",

da outra parte,

doravante denominadas conjuntamente como "as Partes",

TENDO EM CONTA o Acordo que estabelece o Mercado Comum do Sul entre a República Argentina, a República Federativa do Brasil, a República do Paraguai e a República Oriental do Uruguai;

REAFIRMANDO seu compromisso de fortalecer e diversificar ainda mais suas relações comerciais e de investimento;

AFIRMANDO sua convicção de que este Acordo aumentará a competitividade de suas empresas nos mercados globais e as condições de concorrência justa;

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RECONHECENDO a importância da transparência no comércio internacional para o benefício de todas as partes interessadas;

VISANDO a promover o desenvolvimento econômico e social, a criar novas oportunidades de emprego, a melhorar os padrões de vida e a garantir altos níveis de proteção à saúde, à segurança e ao meio ambiente;

REAFIRMANDO seu compromisso de promover o comércio internacional de forma a contribuir para o desenvolvimento sustentável em suas dimensões econômica, social e ambiental;

RECONHECENDO a condição e os desafios enfrentados pela República do Paraguai como país em desenvolvimento sem litoral marítimo;

DESEJANDO apoiar o crescimento e o desenvolvimento de micro, pequenas e médias empresas pela ampliação de sua capacidade de participar e se beneficiar das oportunidades criadas por este Acordo;

DETERMINADAS a promover e fortalecer ainda mais o sistema multilateral de comércio, contribuindo assim para o desenvolvimento harmonioso e a expansão do comércio mundial;

CONSTRUINDO sobre seus respectivos direitos e obrigações previstos no Acordo de Marraqueche que estabelece a Organização Mundial do Comércio e em outros acordos e arranjos multilaterais, regionais e bilaterais dos quais são parte;

ACORDARAM, com vistas ao acima exposto, celebrar o seguinte Acordo de Livre Comércio:

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CAPÍTULO 1

DISPOSICIONES INICIALES E DEFINIÇÕES GERAIS

ARTIGO 1.1

Establecimiento de una Área de Libre Comercio

As Partes deste Acordo estabelecem por este uma área de livre comércio, de forma consistente com o Artigo XXIV do GATT 1994 e o Artigo V do GATS.

ARTIGO 1.2

Objetivos

Os objetivos deste Acordo são liberalizar e facilitar o comércio e os investimentos entre as Partes de acordo com as disposições deste Acordo.

ARTIGO 1.3

Definições de Aplicação Geral

Para os fins deste Acordo, salvo se especificado de outra forma:

- (a) "Acordo sobre Agricultura" significa o Acordo sobre Agricultura contido no Anexo 1A do Acordo da OMC;



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- (b) "Acuerdo sobre Compras Gubernamentales" significa o Acuerdo sobre Compras Gubernamentales contenido no Anexo 4 do Acuerdo da OMC;
- (c) "Acuerdo sobre Inspeção Pré-Embarque" significa o Acuerdo sobre Inspeção Pré-Embarque contenido no Anexo 1A do Acuerdo da OMC;
- (d) "Acuerdo Antidumping" significa o Acuerdo sobre a Implementação do Artigo VI do Acuerdo Geral sobre Tarifas e Comércio de 1994 contenido no Anexo 1A do Acuerdo da OMC;
- (e) "Acuerdo de Valoración Aduaneira" significa o Acuerdo sobre a Implementação do Artigo VII do Acuerdo Geral sobre Tarifas e Comércio de 1994 contenido no Anexo 1A do Acuerdo da OMC;
- (f) "dia" significa um dia de calendário;
- (g) "DSU" significa o Entendimento Relativo às Normas e Procedimentos sobre Solução de Controvérsias contenido no Anexo 2 do Acuerdo da OMC;
- (h) "GATS" significa o Acuerdo Geral sobre o Comércio de Serviços contenido no Anexo 1B do Acuerdo da OMC;
- (i) "GATT 1994" significa o Acuerdo Geral sobre Tarifas e Comércio de 1994 contenido no Anexo 1A do Acuerdo da OMC;
- (j) "Sistema Harmonizado" ou "SH" significa o Sistema Harmonizado de Designação e Codificação de Mercadorias, incluindo suas Regras Gerais de Interpretação, Notas de Seção, Notas de Capítulo e Notas de Subposição, conforme adotado e implementado pelos Estados Partes em suas respectivas leis e regulamentos;
- (k) "FMI" significa o Fundo Monetário Internacional;



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- (l) "Acuerdo de Licenciamiento de Importaciones" significa o Acuerdo sobre Procedimientos para o Licenciamiento de Importaciones contido no Anexo 1A do Acuerdo da OMC;
- (m) "medida" significa qualquer medida por uma Parte, seja na forma de lei, regulamento, regra, procedimento, decisão, ação administrativa, prática ou qualquer outra forma, e inclui medidas tomadas por:
- (i) governos e autoridades centrais, regionais ou locais;
 - (ii) órgãos não governamentais no exercício de poderes delegados por governos ou autoridades centrais, regionais ou locais; e
 - (iii) órgãos com poder decisório do MERCOSUL.
- (n) "pessoa física de um Estado Parte" significa qualquer pessoa física que seja nacional de Singapura ou de um Estado Signatário do MERCOSUL, de acordo com suas respectivas legislações domésticas;
- (o) "pessoa jurídica" significa qualquer entidade jurídica devidamente constituída ou de outra forma organizada de acordo com a legislação que lhe seja aplicável, quer tenha ou não fins de lucro, e quer seja de propriedade privada ou pública, incluindo qualquer corporação, sociedade, parceria, empresa conjunta (*joint venture*), empresa de proprietário único ou associação;
- (p) "Estados Partes" significa os Estados Signatários do MERCOSUL e Singapura;
- (q) "Partes" significa os Estados Signatários do MERCOSUL, o MERCOSUL e Singapura;
- (r) "pessoa" significa uma pessoa física ou pessoa jurídica;
- (s) "pessoa de um Estado Parte" significa uma pessoa física ou pessoa jurídica de um Estado Parte;



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- (t) "Acordo de Salvaguardas" significa o Acordo sobre Salvaguardas contido no Anexo 1A do Acordo da OMC;
- (u) "Acordo ASMC" significa o Acordo sobre Subsídios e Medidas Compensatórias contido no Anexo 1A do Acordo da OMC;
- (v) "Acordo SPS" significa o Acordo sobre a Aplicação de Medidas Sanitárias e Fitossanitárias contido no Anexo 1A do Acordo da OMC;
- (w) "Acordo TBT" significa o Acordo sobre Barreiras Técnicas ao Comércio contido no Anexo 1A do Acordo da OMC;
- (x) "território" significa:
 - (i) com relação a Singapura, seu território terrestre, suas águas interiores e seu mar territorial, inclusive o espaço aéreo sobre eles, bem como qualquer área marítima situada além do mar territorial que tenha sido ou possa ser futuramente designada pela legislação nacional, de acordo com o direito internacional, como uma área na qual Singapura possa exercer direitos soberanos e de jurisdição com relação ao mar, ao leito do mar, ao subsolo e aos recursos naturais;
 - (ii) com relação a cada Estado Signatário do MERCOSUL, seu território terrestre, suas águas interiores e seu mar territorial, incluindo o espaço aéreo sobre eles, bem como qualquer área marítima situada além do mar territorial que tenha sido ou possa ser futuramente designada pela legislação nacional, de acordo com o direito internacional, como uma área dentro da qual cada Estado Signatário do MERCOSUL possa exercer direitos soberanos e de jurisdição com relação ao mar, ao leito do mar, ao subsolo e aos recursos naturais;

Para maior certeza, essa definição inclui a zona econômica exclusiva e a plataforma continental, de acordo com a legislação internacional, incluindo a UNCLOS.



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- (y) "Tratado de Assunção" significa o Tratado para a constituição de um Mercado Comum entre a República Argentina, a República Federativa do Brasil, a República do Paraguai e a República Oriental do Uruguai, celebrado em Assunção em 26 de março de 1991;
- (z) "Acordo TRIPS" significa o Acordo sobre Aspectos dos Direitos de Propriedade Intelectual Relacionados ao Comércio contido no Anexo IC do Acordo da OMC;
- (aa) "CNUDM" significa a Convenção das Nações Unidas sobre o Direito do Mar, celebrada em Montego Bay em 10 de dezembro de 1982;
- (bb) "WIPO" significa a Organização Mundial de Propriedade Intelectual;
- (cc) "Acordo da OMC" significa o Acordo de Marraqueche que estabelece a Organização Mundial do Comércio, celebrado em Marraqueche em 15 de abril de 1994;
- (dd) "OMC" significa a Organização Mundial do Comércio.

ARTIGO 1.4

Relações comerciais e de investimento regidas por este Acordo

Este Acordo aplica-se às relações comerciais e de investimento entre, de um lado, Singapura e, de outro lado, os Estados Signatários do MERCOSUL e o MERCOSUL. Este Acordo não se aplica às relações comerciais e de investimento entre os Estados Signatários do MERCOSUL.



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CAPÍTULO 2

TRATAMIENTO NACIONAL E ACESSO A MERCADOS PARA BENS

ARTIGO 2.1

Escopo

Salvo se dispuso de outra forma neste Acordo, este Capítulo aplicar-se-á ao comércio de bens entre os Estados Partes.

ARTIGO 2.2

Definições

Para os fins deste Capítulo:

- (a) "filmes e gravações publicitárias" significa meios de mídia de imagem gravados ou materiais de áudio, consistindo essencialmente de imagens ou som, que revelem a natureza ou o funcionamento de bens ou serviços oferecidos para venda ou locação por uma pessoa de um Estado Parte, desde que esses materiais sejam de um tipo adequado para exibição a clientes em potencial, mas não para transmissão ao público em geral;
- (b) "amostras comerciais de valor insignificante" significa amostras comerciais ou de negócios importadas em quantidades e valores razoáveis, de acordo com as leis e os regulamentos de cada Estado Parte, ou suficientemente marcadas, laceradas, perfuradas ou tratadas de tal forma que sejam inadequadas para venda ou uso, exceto como amostras comerciais;
- (c) "direito aduaneiro" inclui um direito aduaneiro ou de importação ou um encargo de qualquer tipo incidente sobre ou em conexão com a importação de um bem, incluindo uma forma de sobretaxa ou encargo adicional relacionado a essa importação, mas não inclui:

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- (i) um encargo equivalente a um tributo interno imposto de acordo com o Artigo III(2) (Tratamento Nacional no tocante a Tributação e Regulamentação Internas) do GATT 1994;
 - (ii) um direito antidumping ou medida compensatória imposto de acordo com os Artigos VI (Direitos Antidumping e Compensatórios) e XVI (Subsídios) do GATT 1994, o Acordo Antidumping, o Acordo ASMC e o Capítulo 5 (Defesa Comercial);
 - (iii) uma taxa ou outro encargo imposto de acordo com o Artigo VIII (Taxas e Formalidades Relacionadas à Importação e Exportação) do GATT 1994;
 - (iv) medidas de salvaguarda aplicadas de acordo com o Artigo XIX (Medidas de Emergência para os casos de Importações de Produtos Especiais) do GATT 1994, o Acordo de Salvaguardas e o Capítulo 6 (Salvaguardas Bilaterais);
 - (v) medidas autorizadas pelo Órgão de Solução de Controvérsias da OMC ou de acordo com o Capítulo 18 (Solução de Controvérsias); e
 - (vi) medidas adotadas para salvaguardar a posição financeira externa de um Estado Parte e seu balanço de pagamentos, de acordo com o Artigo XII (Restrições Destinadas a Proteger a Balança de Pagamentos) do GATT 1994 e o Entendimento sobre as Disposições relativas a Balanço de Pagamentos do GATT 1994.
- (d) "duty-free" significa livre de direitos aduaneiros;
- (e) "bens admitidos para fins esportivos" significa os artigos de desporto admitidos no território do Estado Parte importador para uso em competições ou demonstrações esportivas, provas ou para treino no território dessa Parte;
- (f) "licenciamento de importação" significa um procedimento administrativo que exige a apresentação de um pedido ou de outra documentação (diferente daquela geralmente exigida para fins de desembaraço aduaneiro) ao órgão administrativo competente do Estado Parte importador como condição prévia para a importação para o território do Estado Parte importador;



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- (g) "originário" significa qualificado como originário de acordo com as regras de origem estabelecidas no Capítulo 3 (Regras de Origem e Procedimentos de Origem); e
- (h) "materiais promocionais impressos" significa os bens classificados no Capítulo 49 do Sistema Harmonizado, incluindo brochuras, panfletos, folhetos, catálogos comerciais, anuários publicados por associações comerciais, materiais promocionais de turismo e pôsteres, que são usados para promover, divulgar ou anunciar um bem ou serviço, que se destinam essencialmente a anunciar um bem ou serviço e que são fornecidos gratuitamente.

ARTIGO 2.3

Tratamento Nacional

Cada Estado Parte concederá tratamento nacional aos bens de outro Estado Parte, de acordo com o Artigo III (Tratamento Nacional no tocante a Tributação e Regulamentação Internas) do GATT 1994, incluindo suas notas interpretativas. Para esse fim, as obrigações contidas no Artigo III (Tratamento Nacional no tocante a Tributação e Regulamentação Internas) do GATT 1994, incluindo suas notas interpretativas, são incorporadas e fazem parte deste Acordo, *mutatis mutandis*.

ARTIGO 2.4

Classificação de bens

Para os fins do presente Acordo, as Partes aplicarão seus respectivos sistemas de classificação aduaneira, no nível de oito dígitos, que serão baseados no SH em sua versão de 2017 ou em qualquer alteração posterior aprovada pelas Partes.

ARTIGO 2.5

Valoração aduaneira

O Acordo de Valoração Aduaneira regerá as regras de valoração aduaneira aplicadas pelos Estados Partes em seu comércio mútuo.

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ARTIGO 2.6

Eliminação de direitos aduaneiros sobre as importações

1. Salvo se disposto de outra forma neste Acordo, cada Parte eliminará seus direitos aduaneiros sobre bens originários de acordo com seu Cronograma no Anexo 2-A.
2. Para cada bem originário de acordo com o parágrafo 1, a alíquota básica dos direitos aduaneiros sobre as importações será aquela especificada no Cronograma de uma Parte no Anexo 2-A.
3. Salvo se disposto de outra forma neste Acordo, uma Parte não aumentará nenhum direito aduaneiro existente nem introduzirá nenhum novo direito aduaneiro sobre a importação de um bem originário de outra Parte. Isso não impedirá que uma Parte aumente um direito aduaneiro para o nível estabelecido em seu Cronograma no Anexo 2-A após uma redução unilateral.
4. Mediante solicitação de uma Parte, não antes de 3 (três) anos após a entrada em vigor deste Acordo para Singapura e todos os Estados Signatários do MERCOSUL, as Partes considerarão acelerar a eliminação dos direitos aduaneiros estabelecidos em seus respectivos Cronogramas do Anexo 2-A.
5. Um acordo entre as Partes para acelerar a eliminação de um direito aduaneiro sobre um bem originário suplantará qualquer alíquota de direito ou categoria de escalonamento determinada de acordo com seus Cronogramas no Anexo 2-A para esse bem quando aprovado pelas Partes de acordo com seus procedimentos legais aplicáveis.
6. Uma Parte poderá, a qualquer momento, acelerar unilateralmente a eliminação dos direitos aduaneiros sobre os bens originários de outra Parte estabelecidos em seu Cronograma no Anexo 2-A. Uma Parte informará a outra Parte o mais cedo possível antes que a nova alíquota de direitos aduaneiros entre em vigor.
7. Para maior certeza, uma Parte não proibirá um importador de reivindicar, para um bem originário, a alíquota de direito aduaneiro aplicada nos termos do Acordo da OMC.



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ARTIGO 2.7

Bens reimportados após o reparo

1. Um Estado Parte não aplicará um direito aduaneiro a um bem que reingressar em seu território, independentemente de sua origem, depois de ter sido exportado temporariamente de seu território para o território de outro Estado Parte para ser reparado, desde que o importador ou exportador comprove que se trata de um reparo gratuito, devido a uma obrigação contratual de garantia, independentemente de esse reparo poder ser realizado no território do Estado Parte de onde o bem foi exportado para reparo.
2. Um Estado Parte não aplicará direitos aduaneiros e tributos internos a um bem, independentemente de sua origem, admitido temporariamente do território de outro Estado Parte para reparos.
3. Para os fins deste Artigo, "reparo" significa qualquer operação de processamento realizada em bens para corrigir defeitos de funcionamento ou danos materiais e que implique o restabelecimento dos bens às suas funções e desempenho originais ou para garantir sua conformidade com os requisitos técnicos para seu uso, sem os quais os bens não poderão mais ser usados normalmente para o fim a que se destinam. O reparo de bens inclui restauração e manutenção. Para maior certeza, reparo não inclui uma operação ou processo que:
 - (a) destrói as características essenciais de um bem ou cria um bem novo ou comercialmente diferente; ou
 - (b) transforma um bem inacabado em um bem acabado.

ARTIGO 2.8

Amostras comerciais

Cada Estado Parte concederá isenção de direitos aduaneiros para a entrada de amostras comerciais de valor insignificante e materiais promocionais impressos provenientes do território de outro Estado Parte.

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ARTIGO 2.9

Admissão temporária de bens

1. Para os fins deste Artigo, o termo "admissão temporária" significa o regime aduaneiro que permite a entrada de bens no território aduaneiro de um Estado Parte com suspensão condicional do pagamento de direitos e tributos de importação e sem a aplicação de restrições ou proibições de importação de caráter econômico, se esses bens forem admitidos no território aduaneiro de um Estado Parte para uma finalidade específica, se forem destinados à reexportação dentro de um período específico e se não tiverem sofrido nenhuma alteração, exceto a depreciação e perda normais devido ao uso que lhes foi dado, conforme previsto nas leis e regulamentos desse Estado Parte.
2. Cada Estado Parte concederá admissão temporária, com suspensão condicional total de direitos e tributos de importação, para os seguintes bens, independentemente de sua origem:
 - (a) equipamentos profissionais, incluindo equipamentos para a imprensa ou televisão, *software* e equipamentos de radiodifusão e cinematográficos, que sejam necessários para o exercício da atividade de negócios, comércio ou profissão de uma pessoa qualificada para entrada temporária de acordo com as leis do Estado Parte importador;
 - (b) bens destinados à exibição, demonstração ou uso em exposições, feiras, reuniões ou eventos semelhantes, incluindo seus componentes, aparelhos auxiliares e acessórios;
 - (c) amostras comerciais e filmes e gravações publicitários; e
 - (d) bens admitidos para fins esportivos.
3. Cada Estado Parte prorrogará, mediante solicitação da pessoa interessada e por motivos que sua autoridade aduaneira considere válidos, o prazo de admissão temporária, com suspensão total condicional de direitos e tributos de importação, além do período inicialmente fixado.
4. Um Estado Parte não condicionará a admissão temporária, com suspensão total de direitos e tributos de importação, dos bens mencionados no parágrafo 1, a não ser para exigir que esses bens:



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- (a) sejam usados exclusivamente por ou sob a supervisão pessoal de um nacional de outro Estado Parte no exercício da atividade de negócios, comércio, profissão ou esporte desse nacional;
 - (b) não possam ser vendidos ou alugados em seu território;
 - (c) sejam acompanhados de uma garantia em um valor não superior aos encargos que, de outra forma, seriam devidos na entrada ou na importação final, liberável na exportação dos bens;
 - (d) sejam passíveis de identificação quando importados e exportados;
 - (e) sejam exportados no momento da partida do nacional referido no subparágrafo (a), ou dentro de qualquer outro período razoavelmente relacionado ao propósito da admissão temporária que o Estado Parte possa estabelecer, ou dentro de um ano, a menos que seja prorrogado;
 - (f) sejam admitidos em quantidade não superior à razoável para o uso pretendido; e
 - (g) sejam de outra forma admissíveis no território do Estado Parte de acordo com suas leis.
5. Cada Estado Parte concederá admissão temporária, com suspensão condicional total de direitos e tributos de importação, para contêineres e paletes, independentemente de sua origem, que estejam sendo usados ou venham a ser usados no transporte de bens em tráfego internacional.
6. Se qualquer condição imposta por um Estado Parte nos termos do parágrafo 3 não tiver sido cumprida, o Estado Parte poderá aplicar os direitos aduaneiros e qualquer outro encargo que normalmente seriam devidos sobre o bem, além de quaisquer outros encargos ou penalidades previstos em sua legislação.
7. Cada Estado Parte adotará e manterá procedimentos que permitam a liberação rápida de bens admitidos em conformidade com o presente Artigo. Na medida do possível, esses procedimentos preverão que, quando um bem admitido em conformidade com o presente Artigo acompanhar um nacional de outro Estado Parte que esteja solicitando entrada temporária, o bem será liberado simultaneamente à entrada desse nacional.



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8. Cada Estado Parte permitirá que un bien admitido temporariamente de acuerdo con este Artículo sea exportado por un puerto alfandegado diferente daquele pelo qual foi admitido.

9. Cada Estado Parte assegurará, de acordo com suas leis e regulamentos, que o importador ou outra pessoa responsável por um bem admitido de acordo com este Artículo não será responsabilizado pela incapacidade de exportar o bem mediante a apresentação de prova satisfatória ao Estado Parte importador de que o bem foi destruído dentro do período fixado para a admissão temporária, incluindo qualquer prorrogação legal:

10. Salvo se disposto de outra forma neste Acordo:

(a) cada Estado Parte permitirá que um contêiner utilizado em trânsito internacional que entre em seu território vindo do território de outro Estado Parte saia de seu território por qualquer rota que esteja razoavelmente relacionada com a saída econômica e imediata de tal contêiner;

(b) um Estado Parte não exigirá nenhuma garantia nem imporá nenhuma penalidade ou encargo apenas em razão de qualquer diferença entre o porto de entrada e o porto de saída de um contêiner;

(c) um Estado Parte não condicionará a liberação de qualquer obrigação, inclusive qualquer garantia, que imponha em relação a entrada de um contêiner em seu território a sua saída por qualquer porto de saída específico; e

(d) um Estado Parte não exigirá que o transportador trazendo um contêiner do território de outro Estado Parte para o seu território seja o mesmo transportador que leva o contêiner para o território desse outro Estado Parte.



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ARTIGO 2.10.

Restricções quantitativas a importação e exportação

1. Salvo se disposto de outra forma neste Acordo, um Estado Parte não adotará nem manterá qualquer proibição ou restrição que não sejam direitos, tributos e outros encargos sobre a importação de qualquer bem de outro Estado Parte ou sobre a exportação ou venda para exportação de qualquer bem destinado ao território de outro Estado Parte, exceto em conformidade com o Artigo XI (Eliminação Geral de Restrições Quantitativas) do GATT 1994, incluindo suas notas interpretativas. Para esse fim, o Artigo XI (Eliminação Geral de Restrições Quantitativas) do GATT 1994, incluindo suas notas interpretativas, ou quaisquer outras disposições equivalentes de um acordo sucessor do qual os Estados Partes sejam parte, são incorporadas e fazem parte deste Acordo, *mutatis mutandis*.

2. As Partes entendem que os direitos e obrigações do GATT 1994 incorporados pelo parágrafo 1 proíbem, em quaisquer circunstâncias em que qualquer outra forma de restrição seja proibida, que um Estado Parte adote ou mantenha:

(a) requisitos de preços de exportação ou importação, exceto conforme permitido na aplicação de decisões de direitos antidumping e medidas compensatórias ou compromissos de preços;

ou

(b) restrições voluntárias à exportação inconsistentes com o Artigo VI (Direitos Antidumping e Compensatórios) do GATT 1994, conforme implementado no Artigo 18 (Compromissos) do Acordo ASMC e no Artigo 8 (Compromissos de Preço) do Acordo Antidumping.



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ARTIGO 2.11

Proibições e restrições à exportação de gêneros alimentícios

1. Sem prejuízo das condições estabelecidas no Artigo 12(1) (Disciplinas em Matéria de Proibições e Restrições à Exportação) do Acordo sobre Agricultura, segundo as quais um Estado Parte pode aplicar uma proibição ou restrição à exportação, que não seja um direito, tributo ou outro encargo, sobre gêneros alimentícios, um Estado Parte que imponha tal proibição ou restrição à exportação ou venda para exportação de gêneros alimentícios considerados críticos¹ a outro Estado Parte notificará a medida a esse outro Estado Parte com a maior antecedência praticável.
2. Um Estado Parte que seja obrigado a notificar uma medida nos termos do parágrafo 1 responderá a qualquer pergunta feita por outro Estado Parte com relação à medida, por escrito, dentro de 30 (trinta) dias do recebimento da pergunta, quando viável.
3. Um Estado Parte considerando continuar com uma medida notificada nos termos do parágrafo 1 além de um ano a partir da data em que foi imposta deve notificar os outros Estados Partes com a maior antecedência praticável.

¹ O Estado Parte que impõe tal proibição ou restrição deve ser um exportador líquido desse gênero alimentício, e essa proibição ou restrição deve afetar a segurança alimentar do Estado Parte importador.



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ARTIGO 2.12

Taxes e formalidades administrativas

1. Cada Estado Parte assegurará, de acordo com o Artigo VIII (Taxes e Formalidades Relacionadas à Importação e Exportação) do GATT 1994, incluindo suas notas interpretativas, que todas as taxas e encargos de qualquer natureza (exceto tributos de exportação, direitos aduaneiros, encargos equivalentes a um tributo interno ou outro encargo interno aplicado de forma consistente com o Artigo III(2) (Tratamento Nacional no tocante a Tributação e Regulamentação Internas) do GATT 1994, e direitos antidumping e compensatórios) impostos sobre, ou em conexão com a importação ou exportação de, bens são limitados em seu montante ao custo aproximado dos serviços prestados, que não serão calculados em uma base *ad valorem*, a menos que tenham uma taxa máxima fixa, e não representarão uma proteção indireta aos bens domésticos ou uma tributação das importações ou exportações para fins fiscais. Cada Estado envidará esforços para eliminar gradualmente quaisquer taxas e encargos baseados em *ad valorem*.
2. Cada Estado Parte disponibilizará on-line uma lista atualizada das taxas e encargos que impõe em relação à importação ou exportação.
3. Cada Estado Parte revisará periodicamente suas taxas e encargos, inclusive as taxas consulares aplicadas às importações, com o objetivo de eliminá-las ou reduzir seu número e diversidade, quando praticável.

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ARTIGO 2.13

Licenciamento de importação e exportação

1. Os Estados Partes introduzirão e administrarão qualquer procedimento de licenciamento de importação ou exportação de acordo com:

- (a) Parágrafos 1 a 9 do Artigo 1 (Disposições Gerais) do Acordo sobre Procedimentos para o Licenciamento de Importações;
- (b) Artigo 2 (Licenciamento Automático de Importações) do Acordo sobre Procedimentos para o Licenciamento de Importações; e
- (c) Artigo 3 (Licenciamento Não Automático de Importações) do Acordo sobre Procedimentos para o Licenciamento de Importações.

Para esse fim, as disposições mencionadas nos subparágrafos (a), (b) e (c) são incorporadas e fazem parte do presente Acordo. Os Estados Partes aplicarão essas disposições, *mutatis mutandis*, a quaisquer procedimentos de licenciamento de exportação.

2. Um Estado Parte somente adotará ou manterá procedimentos de licenciamento como condição para a importação em seu território ou exportação de seu território para outro Estado Parte quando outros procedimentos apropriados para atingir um objetivo administrativo não estiverem razoavelmente disponíveis.

3. Um Estado Parte não adotará nem manterá procedimentos de licenciamento não automático de importação ou exportação, a menos que seja necessário para implementar uma medida que seja consistente com este Acordo. Um Estado Parte que adotar procedimentos de licenciamento não automático indicará claramente a medida que está sendo implementada por meio de tal procedimento de licenciamento.



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4. Cada Estado Parte responderá, no prazo de 60 (sessenta) dias, às consultas de outro Estado Parte sobre quaisquer procedimentos de licenciamento que o Estado Parte ao qual a solicitação é dirigida pretenda adotar ou tenha adotado ou mantido, bem como sobre os critérios para concessão ou alocação de licenças de importação ou exportação.
5. Imediatamente após a entrada em vigor do presente Acordo para um Estado Parte, esse Estado Parte notificará os outros Estados Partes sobre seus procedimentos de licenciamento de importação existentes, se houver. A notificação incluirá as informações especificadas no Artigo 5(2) (Notificação) do Acordo sobre Procedimentos para o Licenciamento de Importações.
6. Considerar-se-á que um Estado Parte está em conformidade com o parágrafo 5 com relação a um procedimento de licenciamento de importação existente se:
- (a) houver notificado esse procedimento ao Comitê sobre o Licenciamento de Importações previsto no Artigo 4 (Instituições) do Acordo sobre Procedimentos para o Licenciamento de Importações, juntamente com as informações especificadas no Artigo 5(2) (Notificação) desse acordo; ou
 - (b) na submissão anual mais recente prevista para antes da entrada em vigor do presente Acordo desse Estado Parte ao Comitê de Licenciamento de Importações em resposta ao questionário anual sobre procedimentos de licenciamento de importação descrito no Artigo 7(3) (Revisão) do Acordo sobre Procedimentos para o Licenciamento de Importações, houver fornecido, com relação a esse procedimento, as informações solicitadas nesse questionário.
7. Cada Estado Parte notificará os demais Estados Partes sobre quaisquer novos procedimentos de licenciamento de importações que adotar e quaisquer modificações que fizer em seus procedimentos de licenciamento de importações existentes, sempre que possível, no prazo máximo de 60 (sessenta) dias antes do novo procedimento ou modificação produzir efeitos. Em nenhum caso o Estado Parte fornecerá tal notificação após 60 (sessenta) dias da data de sua publicação. Considerar-se-á que um Estado Parte que notifique um novo procedimento de licenciamento de importação ou uma modificação de um procedimento de licenciamento de importação existente ao Comitê de Licenciamento de Importações, de acordo com o Artigo 5(1), 5(2) e 5(3) (Notificação) do Acordo sobre Procedimentos para o Licenciamento de Importações, cumpriu essa exigência.



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8. Cuando un Estado Parte houver negado um pedido de licença de importação referente a um bem de outro Estado Parte, mediante solicitação do solicitante e dentro de um período razoável após o recebimento da solicitação, fornecerá ao solicitante uma explicação por escrito do(s) motivo(s) do indeferimento.

ARTIGO 2.14

Consultas técnicas

1. Cada Parte designará e notificará um ponto de contato para facilitar a comunicação entre as Partes sobre qualquer assunto abrangido por este Capítulo.

2. Uma Parte pode solicitar consultas técnicas para discutir qualquer assunto relacionado a este Capítulo, fazendo uma solicitação a outra Parte por meio dos pontos de contato mencionados no parágrafo 1. A solicitação identificará seus próprios motivos, incluindo uma descrição das considerações da Parte e uma indicação das disposições deste Capítulo às quais as considerações se referem.

3. Dentro de um período razoável após o recebimento de uma solicitação nos termos do parágrafo 2, a Parte que recebeu a solicitação fornecerá uma resposta. ~~Se ainda for considerado necessário, no prazo de 30 (trinta) dias após o recebimento da resposta, as Partes discutirão, pessoalmente ou por meios eletrônicos, a questão identificada na solicitação. Se as Partes optarem por se reunir pessoalmente, a reunião ocorrerá nos locais e pelos meios que as Partes decidirem mutuamente.~~

4. A menos que as Partes que participarem das consultas técnicas concordem de outra forma, as discussões e quaisquer informações trocadas durante as consultas serão confidenciais.

5. Este Artigo refere-se a consultas técnicas e não prejudica os direitos e as obrigações de qualquer Parte nos termos do Capítulo 18 (Solução de Controvérsias). Para maior certeza, uma solicitação de consultas técnicas nos termos deste Artigo não será considerada uma solicitação de consulta nos termos do Capítulo 18 (Solução de Controvérsias).





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