



**INTERIM TRADE AGREEMENT
BETWEEN
MONGOLIA, OF THE ONE PART, AND THE EURASIAN ECONOMIC
UNION AND ITS MEMBER STATES, OF THE OTHER PART**

The Eurasian Economic Union (hereinafter referred to as "the EAEU") and the Republic of Armenia, the Republic of Belarus, the Republic of Kazakhstan, the Kyrgyz Republic, the Russian Federation (hereinafter referred to as "the EAEU Member States"), of the one part, and Mongolia, of the other part:

SEEKING to promote and deepen mutual trade and economic cooperation between the EAEU Member States and Mongolia in the areas of mutual interest;

CONFIRMING their commitment to the principles of market economy, as the basis for trade and economic relations, and their intention to participate actively and to encourage expansion of mutually beneficial trade and economic relations between the EAEU Member States and Mongolia;

CREATING the necessary conditions for the free movement of goods and capital in accordance with the Law of the EAEU, laws and regulations of the EAEU Member States and Mongolia, as well as the rules of the World Trade Organization (hereinafter referred to as "the WTO");

HAVE AGREED as follows:

Article 1

General Provisions

1. The Parties to this Agreement are the EAEU Member States and the EAEU within its respective areas of competence as derived from the Treaty on the Eurasian Economic Union of 29 May 2014 (hereinafter referred to as "the Treaty on the EAEU") acting jointly or individually, of the one part, and Mongolia, of the other part (hereinafter referred to as "Parties").

2. The Parties shall liberalize mutual trade in accordance with the provisions of this Agreement and the WTO rules, including in particular Article XXIV of the General Agreement on Tariffs and Trade 1994 (hereinafter referred to as "the GATT 1994") with a view to establishing the free trade regime between the EAEU and the EAEU Member States, of the one part, and Mongolia, of the other part.

Article 2

Objectives

The objectives of this Agreement, as elaborated more specifically through its principles and rules, are:

- (a) to liberalize and facilitate trade in goods between the Parties through, inter alia, reduction or elimination of tariff and non-tariff barriers in accordance with the provisions of this Agreement;
- (b) to support economic and trade cooperation between the Parties;
- (c) to encourage expansion and diversification of trade between the Parties.

Article 3

Relation to Other International Agreements

1. In the event of any inconsistency between this Agreement and a provision of the Marrakesh Agreement Establishing the World Trade Organization, done on 15 April 1994 (hereinafter referred to as "the WTO Agreement"), the provision of the WTO Agreement shall prevail to the extent of the divergence.

2. In the event of the divergence mentioned in paragraph 1 of this Article the Parties shall immediately consult in order to find a mutually acceptable solution.

Article 4

Classification of Goods

1. The classification of goods in trade between the Parties shall be governed by each Party's respective tariff nomenclature in conformity with the Harmonized Commodity Description and Coding System established by the International Convention on the Harmonized Commodity Description and Coding System, done on 14 June 1983 (hereinafter referred to as "the Harmonized System" or "HS").
2. Each Party shall ensure that any change to its tariff nomenclature shall be carried out without impairing tariff concessions undertaken in accordance with Annexes 1 (Schedule of Tariff Commitments of the Eurasian Economic Union) and 2 (Schedule of Tariff Commitments of Mongolia) to this Agreement. Such change to the Foreign Economic Activity Commodity Nomenclature of the EAEU and Harmonized System of Product Identification and Coding of Mongolia shall be carried out by the Eurasian Economic Commission and Mongolia, respectively.

Article 5

Reduction and/or Elimination of Customs Duties

1. Each Party shall accord to the originating goods of one of the Parties treatment not less favourable than that provided for in the former Party's Schedule of Tariff Commitments provided for in Annexes 1 and 2 to this Agreement.
2. Nothing in this Article shall prevent a Party from imposing at any time on the importation of any product:
 - (a) a charge equivalent to an internal tax imposed consistently with the provisions of Article 9 (National Treatment) of this Agreement in respect of the like domestic product;
 - (b) any duty imposed in accordance with Article 19 (Trade Remedies) of this Agreement pursuant to a Party's laws and regulations;
 - (c) fees or other charges commensurate with the cost of services rendered applied in accordance with Article 7 (Fees and Charges) of this Agreement.
3. If the rate of preferential customs duty on originating goods of a Party applied in accordance with Annexes 1 and 2 to this Agreement is higher than the most-favoured-nation applied rate of customs duty on the same goods, such goods shall be eligible for the latter one.

4. The application of export duties is regulated in accordance with respective laws and regulations of the Parties and their respective obligations under the WTO Agreement.

Article 6 **Most-Favoured-Nation Treatment**

Article I of the GATT 1994 and its interpretative notes as well as any exceptions, exemptions and waivers to the obligation to grant treatment set out in Article I of the GATT 1994 applicable under the WTO Agreement are incorporated into and form an integral part of this Agreement.

Article 7 **Fees and Charges**

Each Party shall ensure that all fees and charges imposed on or in connection with the importation or exportation of goods are consistent with Article VIII of the GATT 1994. To this end Article VIII of the GATT 1994, including its interpretative notes and Supplementary provisions, is incorporated into and forms an integral part of this Agreement.

Article 8 **Prohibitions, Quantitative Restrictions and Measures Having Equivalent Effect**

If otherwise is not provided for in this Agreement the Parties may apply prohibitions, quantitative restrictions or other measures having equivalent effect on imports and exports of goods in respect of mutual trade in consistency with Article XI of the GATT 1994 and in accordance with Article XIII of the GATT 1994.

Article 9 **National Treatment**

Each Party shall accord national treatment to goods of the other Party in accordance with Article III of the GATT 1994. To this end Article III of the GATT 1994, including its interpretative notes, is incorporated into and forms an integral part of this Agreement.

Article 10
Technical Barriers to Trade

1. The Parties shall apply their respective laws and regulations in the field of technical regulation in conformity with the provisions of the Agreement on Technical Barriers to Trade, in Annex 1A to the WTO Agreement.

2. In order to implement the provisions of this Agreement, the Parties shall encourage bilateral cooperation between their respective authorities or bodies responsible for standardization, technical regulations, metrology, market surveillance and conformity assessment procedures, including accreditation, testing and certification.

3. The Parties, in order to facilitate trade, may initiate negotiations with a view to signing of agreements on elimination of technical barriers to mutual trade including mutual recognition of the results of conformity assessment procedures in respect of a specific product or groups of products.

4. The requirements and methods for assessing product's conformity with mandatory requirements shall be determined by the responsible authorities or bodies of the Parties in accordance with the applicable laws and regulations of the importing Party and in conformity with the provisions of the Agreement on Technical Barriers to Trade, in Annex 1A to the WTO Agreement.

5. Where a Party detains, at a port of entry, goods exported from the other Party due to lack of necessary documents confirming compliance of these goods with technical regulation(s) or conformity assessment procedures or perceived failure of compliance of these goods with technical regulation(s) or conformity assessment procedures of this Party, the reasons for the detention shall be promptly notified to the importer or representative of the importer (carrier).

6. The Parties agree to hold technical consultations in the framework of the Joint Committee where a Party considers that the other Party has taken a measure which is likely to create or has created an unnecessary obstacle to trade in order to find a mutually acceptable solution. Technical consultations may be conducted via any means mutually agreed by the Parties.

Article 11
Sanitary and Phytosanitary Measures

1. The Parties shall apply their respective laws and regulations in the field of sanitary and phytosanitary measures in accordance with the Agreement

on the Application of Sanitary and Phytosanitary Measures, in Annex 1A to the WTO Agreement.

2. The Parties may reach additional arrangements to guide the development, adoption and/or enforcement of sanitary and phytosanitary measures in order to minimize their negative effects on trade between the Parties.

3. Each Party upon written request from the other Party shall provide timely information on any matter related to sanitary and phytosanitary measures which has arisen or may arise from mutual trade.

4. The Parties agree to hold technical consultations in the framework of the Joint Committee where a Party considers that the other Party has taken a measure which is likely to create or has created a disguised restriction on trade in order to find a mutually acceptable solution. Technical consultations may be conducted via any means mutually agreed by the Parties.

Article 12

Origin of Goods

The origin of goods shall be determined based on the Rules of Origin set out in Annex 3 "Rules of Origin" to this Agreement.

Article 13

Customs Administration and Trade Facilitation

1. This Article shall apply to customs administration measures and performance of customs operations required for the release of goods traded between the Parties, in order to promote:

- (a) transparency of customs procedures and customs formalities;
- (b) trade facilitation; and
- (c) customs cooperation including exchange of information between the customs authorities of the Parties.

2. Each Party shall ensure that the customs administration measures applied by its customs authorities are predictable, consistent and transparent.

3. Customs procedures of the Parties shall, where possible and to the extent permitted by their customs laws and regulations, be based on the standards and recommended practices of the World Customs Organization.

4. The customs authorities of each Party shall endeavour to review their customs administration measures with a view to simplifying such measures in order to facilitate trade.

5. The Parties shall, to the extent possible, publish the customs laws and regulations of general application in the English language.

6. Each Party shall adopt or maintain the performance of customs procedures and operations for the efficient release of goods in order to facilitate trade between the Parties. This shall not require a Party to release goods where its requirements for the release of such goods have not been met.

7. Pursuant to paragraph 6 of this Article, each Party shall:

- (a) provide for the release of goods within a period of time no longer than 4 hours from the registration of a customs declaration except in the circumstances stipulated in the customs laws and regulations of the Parties; and
- (b) adopt or maintain electronic submission and processing of customs information in advance of arrival of the goods to expedite the release of goods upon arrival;
- (c) apply a risk management system by means of a systematic assessment of risks to focus inspections on high-risk goods and simplify the application of customs operations on low-risk goods.

8. Each Party shall maintain a trade facilitation partnership program for operators who meet specified security criteria, hereinafter, referred to as Authorized Economic Operator (AEO) programs, in accordance with the World Customs Organization SAFE Framework of Standards to Secure and Facilitate Global Trade.

9. The Parties shall endeavour to cooperate by:

- (a) exchanging experiences on the operation of and improvements to their respective AEO programs, seeking to adopt, if appropriate, best practices;
- (b) exchanging information with each other on the operators authorized by each program, in accordance with each Party's law and established processes; and
- (c) collaborating in the identification and implementation of trade facilitation benefits for operators authorized by the other Parties.

Article 14
Customs cooperation

1. With a view to facilitating the effective operation of this Agreement, the customs authorities of the Parties shall encourage cooperation with each other on key customs issues that affect goods traded between the Parties.
2. Where the customs authority of a Party in accordance with its respective laws and regulations has a reasonable suspicion of an unlawful activity, such customs authority may request the customs authority of the other Party to provide specific confidential information normally collected in connection with the exportation and (or) importation of goods.
3. A Party's request under paragraph 2 of this Article shall be in writing, specifying the purpose for which the information is requested and shall be accompanied by sufficient information to identify the goods concerned. Requests shall be transmitted electronically via channels of communication referred to in paragraph 6 of this Article. A hard copy of the request shall be also sent by post. All requests and responses to the requests under this Article shall be submitted in the English language.
4. The requested customs authority of the Party under paragraph 2 of this Article shall in accordance with this Party's respective laws and regulations provide a written response containing the requested information within 2 (two) months from the date of receipt. If it is impossible to provide a full or partial response within the prescribed period of time, the requested customs authority shall inform the requesting customs authority of the expected term for providing such information.
5. All the information provided pursuant to paragraphs from 2 through 4 of this Article shall be treated by the Parties as confidential. It shall not be disclosed without the written permission of the person or authority of the Party providing it except to the extent that it may be required to be disclosed in the context of judicial proceedings.
6. The customs authorities of the Parties shall endeavour to establish and maintain channels of communication for customs cooperation, including establishing contact points that will facilitate the rapid and secure exchange of information, and improve coordination on customs issues.
7. Technical meetings to discuss the relevant issues on customs administration and trade facilitation shall be carried out at such time and venue as may be agreed by the Parties.

8. In order to facilitate the implementation of customs procedures and to prevent violations of customs laws and regulations, the Parties may establish and apply on a regular basis information exchange between the customs authorities of the Parties with regard to goods traded between the Parties (hereinafter referred to as "electronic information exchange").

9. All the requirements and specifications for the operation of electronic information exchange as well as the specific content of information to be exchanged shall be defined in a separate protocol between the authorized bodies of the EAEU Member States and Mongolia.

10. The Parties shall implement the electronic information exchange based on the use of the technical infrastructure of the Integrated Information System of the EAEU and the relevant infrastructure of Mongolia.

11. On behalf of the EAEU the Eurasian Economic Commission shall coordinate the creation and facilitate the operation of the electronic information exchange.

Article 15 Freedom of Transit

Article V of the GATT 1994 and Article XI of the WTO Trade Facilitation Agreement are incorporated into and form an integral part of this Agreement.

Article 16 General Exceptions

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

- (a) necessary to protect public morals;
- (b) necessary to protect human, animal or plant life or health;
- (c) relating to the importations or exportations of gold or silver;
- (d) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of the GATT 1994, including those relating to customs enforcement, the enforcement of monopolies operated under paragraph 4 of Article II and Article XVII of the GATT 1994, the protection of patents, trademarks and copyrights, and the prevention of deceptive practices;
- (e) relating to the products of prison labour;

- (f) imposed for the protection of national treasures of artistic, historic or archaeological value;
- (g) relating to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption;
- (h) undertaken in pursuance of obligations under any intergovernmental commodity agreement which conforms to criteria submitted to the WTO and not disapproved by it or which is itself so submitted and not so disapproved;
- (i) involving restrictions on exports of domestic materials necessary to ensure essential quantities of such materials to a domestic processing industry during periods when the domestic price of such materials is held below the world price, as part of a governmental stabilization plan; provided that such restrictions shall not operate to increase the exports of or the protection afforded to such domestic industry, and shall not depart from the provisions of the GATT 1994 relating to non-discrimination;
- (j) essential to the acquisition or distribution of products in general or local short supply; provided that any such measures shall be consistent with the principle that the Parties are entitled to an equitable share of the international supply of such products, and that any such measures, which are inconsistent with the other provisions of this Agreement shall be discontinued as soon as the conditions giving rise to them have ceased to exist.

2. The Parties shall inform each other to the extent possible about measures taken under this Article and of their termination.

Article 17 Security Exceptions

Nothing in this Agreement shall be construed:

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

Article 18**Restrictions to Safeguard the Balance-of-Payments**

1. Where any Party is in a serious balance-of-payments and external financial difficulties, or under threat thereof, it may, in accordance with Article XII of the GATT 1994 and the Understanding on the Balance-of-Payments Provisions of the GATT 1994, adopt restrictive import measures. Such restrictive measures shall be consistent with the Articles of the Agreement of the International Monetary Fund.

2. The Party concerned shall inform the other Party forthwith of its intention to introduce such measures to safeguard the balance-of-payments and of the time schedule of their application and removal.

3. Where the restrictive measures referred to in paragraph 1 of this Article are adopted or maintained, consultations shall be held promptly by the Party concerned within the framework of the Joint Committee to consider the restrictions adopted by it. Such consultations shall assess the balance-of-payments situation of the Party concerned and the restrictive measures adopted or maintained under this Article, taking into account, inter alia, factors such as:

- (a) the nature and extent of the balance-of-payments difficulties;
- (b) possible effect of the restrictions on the economy of the other Party; and
- (c) alternative corrective measures which may be available.

The consultations shall address the compliance of any restrictive measures with Article XII of the GATT 1994.

Article 19**Trade Remedies**

1. The Parties shall apply global safeguard, anti-dumping and countervailing measures in accordance with the provisions of Article XIX of the GATT 1994, Article VI of the GATT 1994, the Agreement on Safeguards, the Agreement on Implementation of Article VI of the GATT 1994, the Agreement on Subsidies and Countervailing Measures, in Annex 1A to the WTO Agreement.

2. For the purposes of conducting anti-dumping, countervailing duty and global safeguard investigations and any subsequent proceedings, including anti-circumvention and any other reviews, Mongolia shall consider the EAEU Member States individually and not as the EAEU as a whole and shall not apply anti-dumping, countervailing or global safeguard measures, including anti-circumvention measures, with respect to imports from the EAEU as a whole.

3. A Party considering initiating an anti-dumping or countervailing duty

investigation shall notify the other Party in writing of the receipt of the application for the initiation of an investigation no later than 15 (fifteen) days prior to the date of the initiation of the investigation.

4. A Party intending to apply a global safeguard measure shall immediately provide to the other Party a written notification of all pertinent information on the initiation of an investigation, the provisional findings and the final findings of the investigation.

5. The Parties may consult on the issues related to the application of anti-dumping, countervailing, and global safeguard measures upon written request of either Party. Consultations shall take place as soon as possible and not later than 30 (thirty) days after receiving such written request. Such consultations shall not prevent the Parties from initiating an anti-dumping, countervailing duty or global safeguard investigation and shall not impede such investigation.

Article 20

Dispute Settlement

Any dispute between the Parties arising from the interpretation and/or application of this Agreement shall be settled in accordance with rules and procedures established in Annex 4 "Dispute Settlement" to this Agreement.

Article 21

Transparency and Exchange of Information

1. Each Party shall ensure, in accordance with its respective laws and regulations, that its laws and regulations of general application as well as its respective international agreements, with respect to any matter covered by this Agreement, are promptly published at the latest by the time of their entry into force or otherwise made publicly available, including wherever possible in electronic form.

2. To the maximum extent possible, each Party shall notify the other Party of any measure which, the Party considers, may materially affect the operation of this Agreement or otherwise substantially affect the other Party's interests under this Agreement.

Article 22
Confidential Information

1. Each Party shall, in accordance with its respective laws and regulations, maintain the confidentiality of information provided in confidence by the other Party pursuant to this Agreement.
2. Nothing in this Agreement shall require a Party to furnish or allow access to information which, if disclosed, would impede law enforcement or the disclosure of which is prohibited or restricted under its laws and regulations, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of (any economic operator) particular enterprises, public or private.

Article 23
Electronic Commerce

1. This Article shall apply to measures adopted or maintained by a Party affecting electronic commerce.
2. The Parties recognise the economic growth and opportunities provided by electronic commerce, the dynamic and innovative nature of electronic commerce which has a positive effect on the growth of mutual trade between the Parties, and the importance of promoting consumer confidence in electronic commerce.
3. The Parties shall endeavour to streamline and simplify customs clearance processes within the Free Trade Zones or e-commerce operators warehouses, designated for their e-commerce operations, with the aim of facilitating efficient cross-border trade.
4. The Parties recognise the importance of avoiding any unnecessary regulatory burden related to electronic commerce.
5. The Parties shall not deny that electronic signatures have the same legal effect and validity as such signatures in non-electronic form, unless otherwise provided for in their laws and regulations. For greater certainty, electronic signatures as referred to in this paragraph shall comply with legal requirements prescribed by the laws and regulations of a Party.
6. The Parties shall endeavour to mutually recognize electronic signatures, where applicable.
7. Each Party shall endeavour to make publicly available regulatory documents related to trade between the Parties electronically.

8. The Parties recognise the economic and social benefits of protecting the personal data of users of electronic commerce and the contribution that this makes to enhancing consumer confidence in electronic commerce.

9. The Parties shall adopt or maintain measures that ensure the protection of personal data, including on the cross-border transfer of personal data and the conditions and requirements relating to it, in accordance with their laws and regulations.

10. Each Party shall designate a contact point, which shall be responsible generally for communications with the other Party and the Joint Committee, for any matters arising from the implementation of this Article.

11. To foster mutual understanding between the Parties or to address specific matters that arise from this Chapter, a Party may, through its contact point established in accordance with Article 27 (Contact Points) of this Agreement, request consultations with the other Party.

12. Such consultations, if agreed to by both Parties, may be conducted through any means as agreed by the Parties.

Article 24

Economic Cooperation

1. The Parties recognize the importance of economic cooperation and agree to enhance cooperation in mutually beneficial areas, in consideration to the different levels of development and capacity of the Parties.

2. The Parties shall encourage and facilitate cooperation between their respective Government authorities in promoting and implementing economic cooperation, and, where necessary and appropriate, cooperation between enterprises of the Parties.

Article 25

Annexes

The Annexes to this Agreement constitute an integral part of this Agreement.

Article 26

Joint Committee

1. The Parties hereby establish a Joint Committee comprising representatives of each Party, which shall be co-chaired by two representatives – one from the EAEU and its Member States represented by a Member of the Board of

the Eurasian Economic Commission and the other from the Ministry of Economy and Development of Mongolia and/or its successors. The Parties shall be represented by senior officials duly authorized for this purpose.

2. The Parties shall inform each other of their respective representatives to the Joint Committee no later than 30 (thirty) days before holding its session.

3. The tasks of the Joint Committee shall be:

- (a) to monitor and examine all matters related to the application and the operation of this Agreement;
- (b) to examine possibilities for further promotion of trade relations between the Parties;
- (c) to examine and submit to the Parties for consideration any amendments to this Agreement; and
- (d) to perform other activities related to any matter under this Agreement assigned to it by the Parties within the scope and objectives of this Agreement.

4. In order to fulfill its functions, the Joint Committee may establish standing or ad hoc sub-committees or working groups and entrust them with the execution of tasks on specific matters.

5. All decisions and recommendations of the Joint Committee shall be adopted by consensus of the Parties.

6. Meetings of the Joint Committee shall be held, as a rule, at least once a year, alternately in each Party, unless the Parties agree otherwise.

7. Special sessions can also be held at the request of any Party. Such sessions shall be held to the extent possible within 30 (thirty) days from the date of the receipt of the request in the territory of the requesting Party unless the Parties agree otherwise.

8. The Parties shall harmonize the Rules of Procedure of the Joint Committee and shall approve them at the first meeting of the Joint Committee.

Article 27

Contact Points

1. In order to ensure the effective implementation of this Agreement and to facilitate communications between the Parties on any matter covered by this Agreement each Party shall, within 1 (one) month from the date of entry into force of this Agreement, designate a contact point or contact points and notify

the other Party of its contact point or contact points. The Parties shall notify each other promptly of any amendments to the details of their contact points.

2. The functions of the contact point of each Party shall be:

- (a) receiving concerns or enquiries expressed by the other Party;
- (b) responding to the concerns or enquiries referred to in subparagraph (a) of this paragraph, where appropriate, in collaboration with other relevant authorities of the Party.

3. Paragraphs 1 and 2 of this Article shall not prevent or restrict any contact by a Party's business sector directly with relevant authorities of the other Party.

4. On the request of a Party, the other Party's contact point or contact points shall indicate the office or official responsible for relating matter that might affect trade between the Parties and provide the required support to facilitate relevant communication.

Article 28

Term of Validity, Withdrawal and Termination

1. This Agreement shall remain in force for the period of 3 (three) years and shall be extended thereafter for the period of 3 (three) years unless the Parties agree otherwise.

2. Within 1 (one) year upon the expiration of the first three-year period the Parties engage into review of this Agreement with an aim to facilitate trade and eliminate duties and other restrictive regulations of trade on substantially all the trade between the Parties.

3. Each Party may terminate this Agreement by notifying the other Party of its intention to terminate this Agreement. The termination of this Agreement shall take effect on the first day of the thirteenth month following the month, in which the notification was received by the latter Party.

4. This Agreement shall terminate for any EAEU Member State which withdraws from the Treaty on the EAEU on the same date on which the withdrawal from the Treaty on the EAEU takes place. The Eurasian Economic Commission shall notify Mongolia of such withdrawal 6 (six) months in advance of the date on which such withdrawal should take place. The Parties shall consult between themselves to consider the effects of such withdrawal on this Agreement.

Article 29
Amendments

1. This Agreement may be amended by the mutual written consent of the Parties.
2. All amendments to this Agreement shall constitute an integral part of this Agreement and shall be done in the form of separate protocols to this Agreement which shall enter into force in the manner provided for in Article 31 of this Agreement, unless otherwise agreed by the Parties.
3. If any provision of the WTO Agreement or any other agreement to which both Parties are party that has been incorporated into this Agreement is amended, the Parties shall consult on whether to amend this Agreement accordingly.

Article 30
Accession of a New Member State of the EAEU

1. Any new EAEU Member State shall accede to this Agreement as mutually agreed by the Parties through negotiations on terms of accession. Such accession shall be done by an additional protocol to this Agreement.
2. The EAEU shall without delay notify Mongolia in writing of any status of a candidate country for accession to the EAEU granted to any third country as well as of any accession to the EAEU.

Article 31
Entry into Force

This Agreement shall enter into force on the sixty first day following the date of the receipt of the last written notification certifying that Mongolia, the EAEU and the EAEU Member States have completed their respective internal legal procedures necessary for the entry into force of this Agreement. Such notifications shall be made between Mongolia and the Eurasian Economic Commission through diplomatic channels.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement.

Done at Minsk on this 27th day of June 2025, in two originals in the English language, both texts being equally authentic.

For Mongolia



For the Republic of Armenia



For the Republic of Belarus



For the Republic of Kazakhstan



For the Kyrgyz Republic



For the Russian Federation



For the Eurasian Economic Union



ANNEX 1 **SCHEDULE OF TARIFF COMMITMENTS OF THE EURASIAN** **ECONOMIC UNION**

For the purposes of this Annex "HS Code" and "Description" refer to the relevant subheadings of nomenclature of the Eurasian Economic Union and its corresponding description in effect as of 01.01.2022.

In no case a rate of a customs duty applied by a Party with respect to an originating good listed in this Annex shall be higher than the respective bound agreed rate referred to in column (4) of this Annex.

No.	HS Code	DESCRIPTION	Tariff Preferences
1	2	3	4
1	0201 20	- Other cuts with bone in	0%
2	0201 30	- Boneless	0%
3	0202 20	- Other cuts with bone in	0%
4	0202 30	- Boneless	0%
5	0204 10	- Carcasses and half-carcasses of lamb, fresh or chilled	0%
6	0204 21	- Carcasses and half-carcasses	0%
7	0204 22	- Other cuts with bone in	0%
8	0204 23	- Boneless	0%
9	0204 41	- Carcasses and half-carcasses	0%
10	0204 42	- Other cuts with bone in	0%
11	0204 50	- Meat of goats	0%
12	0205 00	- Meat of horses, asses, mules or hinnies, fresh, chilled or frozen.	0%
13	0206 10	- Of bovine animals, fresh or chilled	0%
14	0206 21	- Tongues	0%
15	0206 29	- Other	0%
16	0206 41	- Livers	0%
17	0206 80	- Other, fresh or chilled	0%
18	0206 90	- Other, frozen	0%
19	0208 90	- Other	0%
20	0210 11	- Hams, shoulders and cuts thereof, with bone in	0%
21	0210 12	- Bellies (streaky) and cuts thereof	0%
22	0210 20	- Meat of bovine animals	0%
23	0210 99	- Other	0%
24	0403 90	- Other	0%
25	0405 90	- Other	0%
26	0406 90	- Other cheese	reduction 50% of MFN
27	0409 00	- Natural honey.	0%

28	0410 90	- Other	0%
29	0504 00	Guts, bladders and stomachs of animals (other than fish), whole and pieces thereof, fresh, chilled, frozen, salted, in brine, dried or smoked.	0%
30	0505 90	- Other	0%
31	0506 10	- Ossein and bones treated with acid	0%
32	0506 90	- Other	0%
33	0507 90	- Other	0%
34	0510 00	Ambergris, castoreum, civet and musk; cantharides; bile, whether or not dried; glands and other animal products used in the preparation of pharmaceutical products, fresh, chilled, frozen or otherwise provisionally preserved.	0%
35	0511 99	- - Other	0%
36	0704 90	- Other	0%
37	0710 10	- Potatoes	0%
38	0710 80	- Other vegetables	0%
39	0712 39	- - Other	0%
40	0712 90	- Other vegetables; mixtures of vegetables	0%
41	0810 90	- Other	0%
42	0811 90	- Other	0%
43	1003 90	- Other	0%
44	1502 10	- Tallow	0%
45	1502 90	- Other	0%
46	1506 00	Other animal fats and oils and their fractions, whether or not refined, but not chemically modified.	0%
47	1514 19	- - Other	0%
48	1514 91	- - Crude oil	0%
49	1515 90	- Other	0%
50	1516 10	- Animal fats and oils and their fractions	0%
51	1601 00	Sausages and similar products, of meat, meat offal, blood or insects; food preparations based on these products.	0%
52	1602 10	- Homogenised preparations	0%
53	1602 20	- Of liver of any animal	0%
54	1602 50	- Of bovine animals	0%
55	1602 90	- Other, including preparations of blood of any animal	0%
56	1604 19	- - Other	0%
57	1704 90	- Other	0%
58	1806 90	- Other	0%
59	1902 11	- - Containing eggs	0%
60	1902 19	- - Other	0%
61	1902 30	- Other pasta	0%
62	2007 10	- Homogenised preparations	0%

63	2007 91	- Citrus fruit	0%
64	2007 99	- Other	0%
65	2009 71	- Of a Brix value not exceeding 20	0%
66	2009 89	- Other	0%
67	2009 90	- Mixtures of juices	0%
68	2104 10	- Soups and broths and preparations therefor	0%
69	2106 10	- Protein concentrates and textured protein substances	0%
70	2106 90	- Other	0%
71	2202 10	- Waters, including mineral waters and aerated waters, containing added sugar or other sweetening matter or flavoured	0%
72	2202 99	- Other	0%
73	2203 00	Beer made from malt.	reduction 25% of MFN
74	2208 20	- Spirits obtained by distilling grape wine or grape marc	0%
75	2208 30	- Whiskies	0%
76	2208 60	- Vodka	reduction 25% of MFN
77	2208 90	- Other	0%
78	2301 10	- Flours, meals and pellets, of meat or meat offal; greaves	0%
79	2302 30	- Of wheat	0%
80	2309 10	- Dog or cat food, put up for retail sale	0%
81	2309 90	- Other	0%
82	2501 00	Salt (including table salt and denatured salt) and pure sodium chloride, whether or not in aqueous solution or containing added anti-caking or free-flowing agents; sea water.	0%
83	2529 21	- Containing by weight 97% or less of calcium fluoride	0%
84	2529 22	- Containing by weight more than 97% of calcium fluoride	0%
85	2603 00	Copper ores and concentrates.	0%
86	2609 00	Tin ores and concentrates.	0%
87	2611 00	Tungsten ores and concentrates.	0%
88	2613 90	- Other	0%
89	3101 00	Animal or vegetable fertilisers, whether or not mixed together or chemically treated; fertilisers produced by the mixing or chemical treatment of animal or vegetable products.	0%
90	3304 10	- Lip make-up preparations	0%
91	3304 30	- Manicure or pedicure preparations	0%
92	3304 99	- Other	0%
93	3305 10	- Shampoos	0%
94	3305 90	- Other	0%
95	3306 10	- Dentifrices	0%

96	3401 20	- Soap in other forms	0%
97	3402 50	- Preparations put up for retail sale	0%
98	3503 00	Gelatin (including gelatin in rectangular (including square) sheets, whether or not surface-worked or coloured) and gelatin derivatives; isinglass; other glues of animal origin, excluding casein glues of heading 35.01.	0%
99	3926 90	- Other	0%
100	4101 20	- Whole hides and skins, unsplit, of a weight per skin not exceeding 8 kg when simply dried, 10 kg when dry-salted, or 16 kg when fresh, wet-salted or otherwise preserved	0%
101	4101 50	- Whole hides and skins, of a weight exceeding 16 kg	0%
102	4101 90	- Other, including butts, bends and bellies	0%
103	4102 10	- With wool on	0%
104	4102 21	- - Pickled	0%
105	4102 29	- - Other	0%
106	4103 90	- Other	0%
107	4104 11	- - Full grains, unsplit; grain splits	0%
108	4104 19	- - Other	0%
109	4104 41	- - Full grains, unsplit; grain splits	0%
110	4104 49	- - Other	0%
111	4105 10	- In the wet state (including wet-blue)	0%
112	4105 30	- In the dry state (crust)	0%
113	4106 21	- - In the wet state (including wet-blue)	0%
114	4106 22	- - In the dry state (crust)	0%
115	4106 91	- - In the wet state (including wet-blue)	0%
116	4107 11	- - Full grains, unsplit	0%
117	4107 12	- - Grain splits	0%
118	4107 99	- - Other	0%
119	4112 00	Leather further prepared after tanning or crusting, including parchment-dressed leather, of sheep or lamb, without wool on, whether or not split, other than leather of heading 41.14.	0%
120	4113 10	- Of goats or kids	0%
121	4114 10	- Chamois (including combination chamois) leather	0%
122	4201 00	Saddlery and harness for any animal (including traces, leads, knee pads, muzzles, saddle cloths, saddle bags, dog coats and the like), of any material.	0%
123	4202 11	- - With outer surface of leather or of composition leather	0%
124	4202 12	- - With outer surface of plastics or of textile materials	0%
125	4202 19	- - Other	0%

126	4202 21	- - With outer surface of leather or of composition leather	0%
127	4202 22	- - With outer surface of sheeting of plastics or of textile materials	0%
128	4202 29	- - Other	0%
129	4202 31	- - With outer surface of leather or of composition leather	0%
130	4202 32	- - With outer surface of sheeting of plastics or of textile materials	0%
131	4202 39	- - Other	0%
132	4202 91	- - With outer surface of leather or of composition leather	0%
133	4202 92	- - With outer surface of sheeting of plastics or of textile materials	0%
134	4202 99	- - Other	0%
135	4203 10	- Articles of apparel	0%
136	4203 21	- - Specially designed for use in sports	0%
137	4203 29	- - Other	0%
138	4203 30	- Belts and bandoliers	0%
139	4203 40	- Other clothing accessories	0%
140	4205 00	Other articles of leather or of composition leather.	0%
141	4301 80	- Other furskins, whole, with or without head, tail or paws	0%
142	4301 90	- Heads, tails, paws and other pieces or cuttings, suitable for furriers' use	0%
143	4302 19	- - Other	0%
144	4302 20	- Heads, tails, paws and other pieces or cuttings, not assembled	0%
145	4303 10	- Articles of apparel and clothing accessories	0%
146	4303 90	- Other	0%
147	5101 11	- - Shorn wool	0%
148	5101 21	- - Shorn wool	0%
149	5101 29	- - Other	0%
150	5102 11	- - Of Kashmir (cashmere) goats	0%
151	5102 19	- - Other	0%
152	5102 20	- Coarse animal hair	0%
153	5103 10	- Noils of wool or of fine animal hair	0%
154	5103 20	- Other waste of wool or of fine animal hair	0%
155	5105 10	- Carded wool	0%
156	5105 21	- - Combed wool in fragments	0%
157	5105 29	- - Other	0%
158	5105 31	- - Of Kashmir (cashmere) goats	0%
159	5105 39	- - Other	0%
160	5105 40	- Coarse animal hair, carded or combed	0%
161	5106 10	- Containing 85% or more by weight of wool	0%

162	5106 20	- Containing less than 85% by weight of wool	0%
163	5107 10	- Containing 85% or more by weight of wool	0%
164	5107 20	- Containing less than 85% by weight of wool	0%
165	5108 10	- Carded	0%
166	5108 20	- Combed	0%
167	5109 10	- Containing 85% or more by weight of wool or of fine animal hair	0%
168	5109 90	- Other	0%
169	5110 00	Yarn of coarse animal hair or of horsehair (including gimped horsehair yarn), whether or not put up for retail sale.	0%
170	5111 11	- - Of a weight not exceeding 300 g/m ²	0%
171	5111 19	- - Other	0%
172	5111 90	- Other	0%
173	5112 11	- - Of a weight not exceeding 200 g/m ²	0%
174	5112 19	- - Other	0%
175	5112 90	- Other	0%
176	5113 00	Woven fabrics of coarse animal hair or of horsehair.	0%
177	5503 20	- Of polyesters	0%
178	5601 21	- - Of cotton	0%
179	5602 10	- Needleloom felt and stitch-bonded fibre fabrics	0%
180	5602 21	- - Of wool or fine animal hair	0%
181	5602 90	- Other	0%
182	5603 94	- - Weighing more than 150 g/m ²	0%
183	5605 00	Metallised yarn, whether or not gimped, being textile yarn, or strip or the like of heading 54.04 or 54.05, combined with metal in the form of thread, strip or powder or covered with metal.	0%
184	5607 41	- - Binder or baler twine	0%
185	5701 10	- Of wool or fine animal hair	0%
186	5702 41	- - Of wool or fine animal hair	0%
187	5702 91	- - Of wool or fine animal hair	0%
188	5703 10	- Of wool or fine animal hair	0%
189	5703 29	- - Other	0%
190	5704 10	- Tiles, having a maximum surface area of 0.3 m ²	0%
191	5704 90	- Other	0%
192	5705 00	Other carpets and other textile floor coverings, whether or not made up.	0%
193	5801 10	- Of wool or fine animal hair	0%
194	5805 00	Hand-woven tapestries of the type Gobelins, Flanders, Aubusson, Beauvais and the like,	0%

		and needle-worked tapestries (for example, petit point, cross stitch), whether or not made up.	
195	5905 00	Textile wall coverings.	0%
196	6006 10	- Of wool or fine animal hair	0%
197	6101 90	- Of other textile materials	0%
198	6102 10	- Of wool or fine animal hair	0%
199	6102 20	- Of cotton	0%
200	6103 29	- - Of other textile materials	0%
201	6103 31	- - Of wool or fine animal hair	0%
202	6103 41	- - Of wool or fine animal hair	0%
203	6103 42	- - Of cotton	0%
204	6103 49	- - Of other textile materials	0%
205	6104 29	- - Of other textile materials	0%
206	6104 31	- - Of wool or fine animal hair	0%
207	6104 32	- - Of cotton	0%
208	6104 41	- - Of wool or fine animal hair	0%
209	6104 42	- - Of cotton	0%
210	6104 43	- - Of synthetic fibres	0%
211	6104 51	- - Of wool or fine animal hair	0%
212	6104 59	- - Of other textile materials	0%
213	6104 61	- - Of wool or fine animal hair	0%
214	6104 62	- - Of cotton	0%
215	6104 69	- - Of other textile materials	0%
216	6105 10	- Of cotton	0%
217	6105 90	- Of other textile materials	0%
218	6106 10	- Of cotton	0%
219	6106 20	- Of man-made fibres	0%
220	6106 90	- Of other textile materials	0%
221	6107 99	- - Of other textile materials	0%
222	6108 99	- - Of other textile materials	0%
223	6109 10	- Of cotton	0%
224	6109 90	- Of other textile materials	0%
225	6110 11	- - Of wool	0%
226	6110 12	- - Of Kashmir (cashmere) goats	0%
227	6110 19	- - Other	0%
228	6110 20	- Of cotton	0%
229	6110 90	- Of other textile materials	0%
230	6111 20	- Of cotton	0%
231	6111 90	- Of other textile materials	0%
232	6112 19	- - Of other textile materials	0%
233	6113 00	Garments, made up of knitted or crocheted fabrics of heading 59.03, 59.06 or 59.07.	0%
234	6114 20	- Of cotton	0%
235	6114 30	- Of man-made fibres	0%
236	6114 90	- Of other textile materials	0%
237	6115 29	- - Of other textile materials	0%

238	6115 94	- - Of wool or fine animal hair	0%
239	6115 95	- - Of cotton	0%
240	6115 99	- - Of other textile materials	0%
241	6116 91	- - Of wool or fine animal hair	0%
242	6116 99	- - Of other textile materials	0%
243	6117 10	- Shawls, scarves, mufflers, mantillas, veils and the like	0%
244	6117 80	- Other accessories	0%
245	6117 90	- Parts	0%
246	6201 20	- Of wool or fine animal hair	0%
247	6201 30	- Of cotton	0%
248	6201 90	- Of other textile materials	0%
249	6202 20	- Of wool or fine animal hair	0%
250	6202 30	- Of cotton	0%
251	6202 90	- Of other textile materials	0%
252	6203 11	- - Of wool or fine animal hair	0%
253	6203 19	- - Of other textile materials	0%
254	6203 31	- - Of wool or fine animal hair	0%
255	6203 32	- - Of cotton	0%
256	6203 39	- - Of other textile materials	0%
257	6203 41	- - Of wool or fine animal hair	0%
258	6203 42	- - Of cotton	0%
259	6203 43	- - Of synthetic fibres	0%
260	6203 49	- - Of other textile materials	0%
261	6204 11	- - Of wool or fine animal hair	0%
262	6204 19	- - Of other textile materials	0%
263	6204 22	- - Of cotton	0%
264	6204 29	- - Of other textile materials	0%
265	6204 31	- - Of wool or fine animal hair	0%
266	6204 32	- - Of cotton	0%
267	6204 39	- - Of other textile materials	0%
268	6204 41	- - Of wool or fine animal hair	0%
269	6204 42	- - Of cotton	0%
270	6204 43	- - Of synthetic fibres	0%
271	6204 44	- - Of artificial fibres	0%
272	6204 49	- - Of other textile materials	0%
273	6204 51	- - Of wool or fine animal hair	0%
274	6204 52	- - Of cotton	0%
275	6204 59	- - Of other textile materials	0%
276	6204 61	- - Of wool or fine animal hair	0%
277	6204 62	- - Of cotton	0%
278	6204 69	- - Of other textile materials	0%
279	6205 20	- Of cotton	0%
280	6205 30	- Of man-made fibres	0%
281	6205 90	- Of other textile materials	0%
282	6206 10	- Of silk or silk waste	0%
283	6206 20	- Of wool or fine animal hair	0%

284	6206 30	- Of cotton	0%
285	6206 40	- Of man-made fibres	0%
286	6206 90	- Of other textile materials	0%
287	6207 11	- - Of cotton	0%
288	6207 21	- - Of cotton	0%
289	6207 99	- - Of other textile materials	0%
290	6208 21	- - Of cotton	0%
291	6208 29	- - Of other textile materials	0%
292	6208 91	- - Of cotton	0%
293	6208 99	- - Of other textile materials	0%
294	6210 10	- Of fabrics of heading 56.02 or 56.03	0%
295	6210 20	- Other garments, of the type described in heading 62.01	0%
296	6210 30	- Other garments, of the type described in heading 62.02	0%
297	6210 40	- Other men's or boys' garments	0%
298	6210 50	- Other women's or girls' garments	0%
299	6211 11	- - Men's or boys'	0%
300	6211 12	- - Women's or girls'	0%
301	6211 32	- - Of cotton	0%
302	6211 39	- - Of other textile materials	0%
303	6211 42	- - Of cotton	0%
304	6211 49	- - Of other textile materials	0%
305	6212 10	- Brassieres	0%
306	6212 20	- Girdles and panty-girdles	0%
307	6212 30	- Corselettes	0%
308	6214 10	- Of silk or silk waste	0%
309	6214 20	- Of wool or fine animal hair	0%
310	6214 90	- Of other textile materials	0%
311	6215 90	- Of other textile materials	0%
312	6216 00	Gloves, mittens and mitts.	0%
313	6217 10	- Accessories	0%
314	6301 20	- Blankets (other than electric blankets) and travelling rugs, of wool or of fine animal hair	0%
315	6301 90	- Other blankets and travelling rugs	0%
316	6302 10	- Bed linen, knitted or crocheted	0%
317	6302 21	- - Of cotton	0%
318	6302 29	- - Of other textile materials	0%
319	6302 31	- - Of cotton	0%
320	6302 39	- - Of other textile materials	0%
321	6302 51	- - Of cotton	0%
322	6302 59	- - Of other textile materials	0%
323	6302 91	- - Of cotton	0%
324	6302 99	- - Of other textile materials	0%
325	6303 12	- - Of synthetic fibres	0%
326	6303 19	- - Of other textile materials	0%
327	6303 99	- - Of other textile materials	0%

328	6304 11	- - Knitted or crocheted	0%
329	6304 19	- - Other	0%
330	6304 91	- - Knitted or crocheted	0%
331	6304 92	- - Not knitted or crocheted, of cotton	0%
332	6304 99	- - Not knitted or crocheted, of other textile materials	0%
333	6305 20	- Of cotton	0%
334	6305 32	- - Flexible intermediate bulk containers	0%
335	6305 39	- - Other	0%
336	6305 90	- Of other textile materials	0%
337	6306 12	- - Of synthetic fibres	0%
338	6306 19	- - Of other textile materials	0%
339	6306 22	- - Of synthetic fibres	0%
340	6306 29	- - Of other textile materials	0%
341	6306 90	- Other	0%
342	6307 10	- Floor-cloths, dish-cloths, dusters and similar cleaning cloths	0%
343	6307 20	- Life-jackets and life-belts	0%
344	6307 90	- Other	0%
345	6308 00	Sets consisting of woven fabric and yarn, whether or not with accessories, for making up into rugs, tapestries, embroidered table cloths or serviettes, or similar textile articles, put up in packings for retail sale.	0%
346	6402 91	- - Covering the ankle	0%
347	6402 99	- - Other	0%
348	6403 51	- - Covering the ankle	0%
349	6403 59	- - Other	0%
350	6403 91	- - Covering the ankle	0%
351	6403 99	- - Other	0%
352	6404 19	- - Other	0%
353	6404 20	- Footwear with outer soles of leather or composition leather	0%
354	6405 10	- With uppers of leather or composition leather	0%
355	6405 20	- With uppers of textile materials	0%
356	6405 90	- Other	0%
357	6406 90	- Other	0%
358	6501 00	Hat-forms, hat bodies and hoods of felt, neither blocked to shape nor with made brims; plateaux and manchons (including slit manchons), of felt.	0%
359	6504 00	Hats and other headgear, plaited or made by assembling strips of any material, whether or not lined or trimmed.	0%
360	6505 00	Hats and other headgear, knitted or crocheted, or made up from lace, felt or other textile fabric, in the piece (but not in	0%

		strips), whether or not lined or trimmed; hair-nets of any material, whether or not lined or trimmed.	
361	6506 10	- Safety headgear	0%
362	6506 99	- - Of other materials	0%
363	6704 19	- - Other	0%
364	7403 11	- - Cathodes and sections of cathodes	0%
365	9402 90	- Other	0%
366	9406 10	- Of wood	0%
367	9406 90	- Other	0%

ANNEX 2

SCHEDULE OF TARIFF COMMITMENTS OF MONGOLIA

For the purposes of this Annex "HS Code" and "Description" refer to the relevant subheadings of nomenclature of Mongolia and its corresponding description in effect as of 01.01.2022.

In no case a rate of a customs duty applied by a Party with respect to an originating good listed in this Annex shall be higher than the respective bound agreed rate referred to in column (4) of this Annex.

No.	HS Code	Description	Tariff Preferences
1	2	3	4
1	0203 11	- Carcasses and half-carcasses	0%
2	0203 21	- Carcasses and half-carcasses	0%
3	0203 29	- Other	0%
4	0207 14	- Cuts and offal, frozen	0%
5	0402 10	- In powder, granules or other solid forms, of a fat content, by weight, not exceeding 1.5%	tariff rate quota with volume of 1 500 tons and 0% in-quota rate of customs duty
6	0402 21	- Not containing added sugar or other sweetening matter	tariff rate quota with volume of 1 500 tons and 0% in-quota rate of customs duty
7	0403 20	- Yogurt	0%
8	0403 90	- Other	0%
9	0404 10	- Whey and modified whey, whether or not concentrated or containing added sugar or other sweetening matter	0%
10	0405 10	- Butter	reduction 50% of MFN
11	0406 10	- Fresh (unripened or uncured) cheese, including whey cheese, and curd	reduction 50% of MFN
12	0406 30	- Processed cheese, not grated or powdered	reduction 50% of MFN
13	0406 90	- Other cheese	reduction 50% of MFN
14	0407 21	- Of fowls of the species Gallus domesticus	tariff rate quota with volume of 90 000 000 units and 7,5% in-quota rate of customs duty
15	0409 00	Natural honey.	0%
16	0808 10	- Apples	0%
17	0810 10	- Strawberries	0%
18	0810 20	- Raspberries, blackberries, mulberries and loganberries	0%
19	0811 10	- Strawberries	0%
20	0813 30	- Apples	0%
21	0813 40	- Other fruit	0%
22	0902 30	- Black tea (fermented) and partly fermented tea, in immediate packings of a content not exceeding 3 kg	0%
23	1001 91	- Seed	0%

24	1001 19	- - Other	tariff rate quota with volume of
25	1001 99	- - Other	50 000 tons and 3,75% in-quota
26	1003 90	- Other	rate of customs duty
27	1004 90	- Other	0%
28	1005 90	- Other	0%
29	1006 30	- Semi-milled or wholly milled rice, whether or not polished or glazed	0%
30	1104 29	- - Of other cereals	0%
31	1107 10	- Not roasted	0%
32	1209 29	- - Other	0%
33	1507 10	- Crude oil, whether or not degummed	0%
34	1507 90	- Other	0%
35	1512 11	- - Crude oil	0%
36	1512 19	- - Other	0%
37	1517 10	- Margarine, excluding liquid margarine	0%
38	1517 90	- Other	0%
39	1602 50	- Of bovine animals	0%
40	1701 99	- - Other	0%
41	1702 30	- Glucose and glucose syrup, not containing fructose or containing in the dry state less than 20% by weight of fructose	0%
42	1704 90	- Other	0%
43	1806 20	- Other preparations in blocks, slabs or bars weighing more than 2 kg or in liquid, paste, powder, granular or other bulk form in containers or immediate packings, of a content exceeding 2 kg	0%
44	1806 31	- - Filled	0%
45	1806 32	- - Not filled	0%
46	1806 90	- Other	0%
47	1901 10	- Preparations suitable for infants or young children, put up for retail sale	0%
48	1901 20	- Mixes and doughs for the preparation of bakers' wares of heading 19.05	0%
49	1901 90	- Other	0%
50	1902 19	- - Other	0%
51	1902 20	- Stuffed pasta, whether or not cooked or otherwise prepared	0%
52	1902 30	- Other pasta	0%
53	1904 10	- Prepared foods obtained by the swelling or roasting of cereals or cereal products	0%
54	1904 20	- Prepared foods obtained from unroasted cereal flakes or from mixtures of unroasted cereal flakes and roasted cereal flakes or swelled cereals	0%
55	1905 31	- - Sweet biscuits	0%
56	1905 32	- - Waffles and wafers	0%
57	1905 90	- Other	0%
58	2002 10	- Tomatoes, whole or in pieces	0%
59	2002 90	- Other	0%
60	2004 10	- Potatoes	0%
61	2004 90	- Other vegetables and mixtures of vegetables	0%

62	2006 00	Vegetables, fruit, nuts, fruit-peel and other parts of plants, preserved by sugar (drained, glacé or crystallised).	0%
63	2007 10	- Homogenised preparations	0%
64	2007 99	- - Other	0%
65	2008 19	- - Other, including mixtures	0%
66	2008 50	- Apricots	0%
67	2008 60	- Cherries	0%
68	2008 70	- Peaches, including nectarines	0%
69	2008 99	- - Other	0%
70	2009 50	- Tomato juice	0%
71	2009 61	- - Of a Brix value not exceeding 30	0%
72	2009 71	- - Of a Brix value not exceeding 20	0%
73	2009 89	- - Other	0%
74	2009 90	- Mixtures of juices	0%
75	2103 90	- Other	0%
76	2105 00	Ice cream and other edible ice, whether or not containing cocoa.	0%
77	2106 90	- Other	0%
78	2201 10	- Mineral waters and aerated waters	0%
79	2202 10	- Waters, including mineral waters and aerated waters, containing added sugar or other sweetening matter or flavoured	0%
80	2202 91	- - Non-alcoholic beer	0%
81	2202 99	- - Other	0%
82	2203 00	Beer made from malt.	reduction 25% of MFN
83	2204 10	- Sparkling wine	0%
84	2204 21	- - In containers holding 2 l or less	0%
85	2204 22	- - In containers holding more than 2 l but not more than 10 l	0%
86	2204 29	- - Other	0%
87	2204 30	- Other grape must	0%
88	2208 20	- Spirits obtained by distilling grape wine or grape marc	0%
89	2208 60	- Vodka	reduction 25% of MFN
90	2302 30	- Of wheat	0%
91	2304 00	Oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of soyabean oil.	0%
92	2402 20	- Cigarettes containing tobacco	0%
93	2403 19	- - Other	0%
94	2403 99	- - Other	0%
95	2520 20	- Plasters	0%
96	2523 29	- - Other	0%
97	2710 12	- - Light oils and preparations	0%
98	2710 19	- - Other	0%
99	2804 29	- - Other	0%
100	2807 00	Sulphuric acid; oleum.	0%
101	2809 20	- Phosphoric acid and polyphosphoric acids	0%
102	2815 11	- - Solid	0%
103	2819 10	- Chromium trioxide	0%
104	2833 29	- - Other	0%

105	2837 11	- - Of sodium	0%
106	2849 10	- Of calcium	0%
107	2901 10	- Saturated	0%
108	2909 19	- - Other	0%
109	3002 15	- - Immunological products, put up in measured doses or in forms or packings for retail sale	0%
110	3004 20	- Other, containing antibiotics	0%
111	3004 50	- Other, containing vitamins or other products of heading 29.36	0%
112	3004 90	- Other	0%
113	3102 10	- Urea, whether or not in aqueous solution	0%
114	3102 30	- Ammonium nitrate, whether or not in aqueous solution	0%
115	3105 20	- Mineral or chemical fertilisers containing the three fertilising elements nitrogen, phosphorus and potassium	0%
116	3208 10	- Based on polyesters	0%
117	3208 90	- Other	0%
118	3209 10	- Based on acrylic or vinyl polymers	0%
119	3214 10	- Glaziers' putty, grafting putty, resin cements, caulking compounds and other mastics; painters' fillings	0%
120	3214 90	- Other	0%
121	3302 10	- Of a kind used in the food or drink industries	0%
122	3303 00	Perfumes and toilet waters.	0%
123	3304 99	- - Other	0%
124	3305 10	- Shampoos	0%
125	3305 90	- Other	0%
126	3306 10	- Dentifrices	0%
127	3307 20	- Personal deodorants and antiperspirants	0%
128	3401 11	- - For toilet use (including medicated products)	0%
129	3401 19	- - Other	0%
130	3401 30	- 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	0%
131	3402 50	- Preparations put up for retail sale	0%
132	3402 90	- Other	0%
133	3403 99	- - Other	0%
134	3506 10	- Products suitable for use as glues or adhesives, put up for retail sale as glues or adhesives, not exceeding a net weight of 1 kg	0%
135	3602 00	Prepared explosives, other than propellant powders.	0%
136	3808 91	- - Insecticides	0%
137	3808 93	- - Herbicides, anti-sprouting products and plant-growth regulators	0%
138	3808 94	- - Disinfectants	0%
139	3811 21	- - Containing petroleum oils or oils obtained from bituminous minerals	0%

140	3814 00	Organic composite solvents and thinners, not elsewhere specified or included; prepared paint or varnish removers.	0%
141	3816 00	Refractory cements, mortars, concretes and similar compositions, including dolomite ramming mix, other than products of heading 38.01	0%
142	3820 00	Anti-freezing preparations and prepared de-icing fluids.	0%
143	3822 19	- - Other	0%
144	3824 40	- Prepared additives for cements, mortars or concretes	0%
145	3824 99	- - Other	0%
146	3901 10	- Polyethylene having a specific gravity of less than 0.94	0%
147	3902 10	- Polypropylene	0%
148	3903 11	- - Expansible	0%
149	3906 90	- Other	0%
150	3917 22	- - Of polymers of propylene	0%
151	3920 10	- Of polymers of ethylene	0%
152	3921 11	- - Of polymers of styrene	0%
153	3921 13	- - Of polyurethanes	0%
154	3921 90	- Other	0%
155	3923 50	- Stoppers, lids, caps and other closures	0%
156	3925 20	- Doors, windows and their frames and thresholds for doors	0%
157	3925 90	- Other	0%
158	3926 90	- Other	0%
159	4008 21	- - Plates, sheets and strip	0%
160	4009 21	- - Without fittings	0%
161	4009 22	- - With fittings	0%
162	4011 10	- Of a kind used on motor cars (including station wagons and racing cars)	0%
163	4011 20	- Of a kind used on buses or lorries	0%
164	4011 70	- Of a kind used on agricultural or forestry vehicles and machines	0%
165	4016 93	- - Gaskets, washers and other seals	0%
166	4107 92	- - Grain splits	0%
167	4406 91	- - Coniferous	0%
168	4407 11	- - Of pine (Pinus spp.)	0%
169	4409 10	- Coniferous	0%
170	4410 11	- - Particle board	0%
171	4410 12	- - Oriented strand board (OSB)	0%
172	4411 13	- - Of a thickness exceeding 5 mm but not exceeding 9 mm	0%
173	4411 14	- - Of a thickness exceeding 9 mm	0%
174	4411 92	- - Of a density exceeding 0.8 g/cm ³	0%
175	4412 39	- - Other, with both outer plies of coniferous wood	0%
176	4418 29	- - Other	0%
177	4703 21	- - Coniferous	0%
178	4703 29	- - Non-coniferous	0%
179	4804 11	- - Unbleached	0%

180	4805 19	- - Other	0%
181	4819 10	- Cartons, boxes and cases, of corrugated paper or paperboard	0%
182	4819 20	- Folding cartons, boxes and cases, of non-corrugated paper or paperboard	0%
183	5105 10	- Carded wool	0%
184	5203 00	- Cotton, carded or combed	0%
185	5407 82	- - Dyed	0%
186	5515 13	- - Mixed mainly or solely with wool or fine animal hair	0%
187	5603 13	- - Weighing more than 70 g/m ² but not more than 150 g/m ²	0%
188	5607 41	- - Binder or baler twine	0%
189	5703 29	- - Other	0%
190	6115 21	- - Of synthetic fibres, measuring per single yarn less than 67 decitex	0%
191	6204 43	- - Of synthetic fibres	0%
192	6209 30	- - Of synthetic fibres	0%
193	6212 10	- Brassieres	0%
194	6305 32	- - Flexible intermediate bulk containers	0%
195	6403 91	- - Covering the ankle	0%
196	6404 19	- - Other	0%
197	6806 10	- Slag wool, rock wool and similar mineral wools (including intermixtures thereof), in bulk, sheets or rolls	0%
198	6809 11	- - Faced or reinforced with paper or paperboard only	0%
199	7005 10	- Non-wired glass, having an absorbent, reflecting or non-reflecting layer	0%
200	7005 29	- - Other	0%
201	7008 00	- Multiple-walled insulating units of glass	0%
202	7010 90	- Other	0%
203	7202 30	- Ferro-silico-manganese	0%
204	7202 41	- - Containing by weight more than 4% of carbon	0%
205	7208 51	- - Of a thickness exceeding 10 mm	0%
206	7208 52	- - Of a thickness of 4.75 mm or more but not exceeding 10 mm	0%
207	7208 54	- - Of a thickness of less than 3 mm	0%
208	7209 26	- - Of a thickness exceeding 1 mm but less than 3 mm	0%
209	7210 49	- - Other	0%
210	7210 70	- Painted, varnished or coated with plastics	0%
211	7213 91	- - Of circular cross-section measuring less than 14 mm in diameter	0%
212	7214 20	- Containing indentations, ribs, grooves or other deformations produced during the rolling process or twisted after rolling	0%
213	7215 50	- Other, not further worked than cold-formed or cold-finished	0%
214	7216 32	- - I sections	0%
215	7216 91	- - Cold-formed or cold-finished from flat-rolled products	0%

216	7217 10	- Not plated or coated, whether or not polished	0%
217	7217 20	- Plated or coated with zinc	0%
218	7227 20	- Of silico-manganese steel	0%
219	7228 20	- Bars and rods, of silico-manganese steel	0%
220	7302 10	- Rails	0%
221	7302 90	- Other	0%
222	7304 19	- Other	0%
223	7304 29	- Other	0%
224	7304 39	- Other	0%
225	7304 90	- Other	0%
226	7305 39	- Other	0%
227	7306 30	- Other, welded, of circular cross-section, of iron or non-alloy steel	0%
228	7307 99	- Other	0%
229	7308 20	- Towers and lattice masts	0%
230	7308 30	- Doors, windows and their frames and thresholds for doors	0%
231	7308 40	- Equipment for scaffolding, shuttering, propping or pitpropping	0%
232	7308 90	- Other	0%
233	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.	0%
234	7310 10	- Of a capacity of 50 l or more	0%
235	7312 10	- Stranded wire, ropes and cables	0%
236	7314 49	- Other	0%
237	7322 19	- Other	0%
238	7324 90	- Other, including parts	0%
239	7325 91	- Grinding balls and similar articles for mills	0%
240	7325 99	- Other	0%
241	7326 90	- Other	0%
242	7603 20	- Powders of lamellar structure; flakes	0%
243	7604 29	- Other	0%
244	7610 90	- Other	0%
245	7612 90	- Other	0%
246	7615 10	- Table, kitchen or other household articles and parts thereof; pot scourers and scouring or polishing pads, gloves and the like	0%
247	7616 10	- Nails, tacks, staples (other than those of heading 83.05), screws, bolts, nuts, screw hooks, rivets, cotters, cotter-pins, washers and similar articles	0%
248	7616 99	- Other	0%
249	8403 10	- Boilers	0%
250	8404 10	- Auxiliary plant for use with boilers of heading 84.02 or 84.03	0%
251	8406 81	- Of an output exceeding 40 MW	0%
252	8406 90	- Parts	0%
253	8409 99	- Other	0%
254	8412 21	- Linear acting (cylinders)	0%

255	8413 11	- - Pumps for dispensing fuel or lubricants, of the type used in filling-stations or in garages	0%
256	8413 30	- Fuel, lubricating or cooling medium pumps for internal combustion piston engines	0%
257	8413 50	- Other reciprocating positive displacement pumps	0%
258	8413 60	- Other rotary positive displacement pumps	0%
259	8413 70	- Other centrifugal pumps	0%
260	8413 81	- - Pumps	0%
261	8413 91	- - Of pumps	0%
262	8414 59	- - Other	0%
263	8414 80	- Other	0%
264	8414 90	- Parts	0%
265	8418 10	- Combined refrigerator-freezers, fitted with separate external doors or drawers, or combinations thereof	0%
266	8421 19	- - Other	0%
267	8421 21	- - For filtering or purifying water	0%
268	8421 99	- - Other	0%
269	8422 40	- Other packing or wrapping machinery (including heat-shrink wrapping machinery)	0%
270	8428 10	- Lifts and skip hoists	0%
271	8429 19	- - Other	0%
272	8429 51	- - Front-end shovel loaders	0%
273	8429 52	- - Machinery with a 360° revolving superstructure	0%
274	8431 39	- - Other	0%
275	8431 43	- - Parts for boring or sinking machinery of subheading 8430.41 or 8430.49	0%
276	8431 49	- - Other	0%
277	8432 31	- - No-till direct seeders, planters and transplanters	0%
278	8432 39	- - Other	0%
279	8432 90	- Parts	0%
280	8433 51	- - Combine harvester-threshers	0%
281	8433 90	- Parts	0%
282	8450 11	- - Fully-automatic machines	0%
283	8471 30	- Portable automatic data processing machines, weighing not more than 10 kg, consisting of at least a central processing unit, a keyboard and a display	0%
284	8474 90	- Parts	0%
285	8479 89	- - Other	0%
286	8481 30	- Check (nonreturn) valves	0%
287	8481 40	- Safety or relief valves	0%
288	8481 80	- Other appliances	0%
289	8482 20	- Tapered roller bearings, including cone and tapered roller assemblies	0%
290	8482 30	- Spherical roller bearings	0%
291	8483 10	- Transmission shafts (including cam shafts and crank shafts) and cranks	0%
292	8483 30	- Bearing housings, not incorporating ball or roller bearings; plain shaft bearings	0%

293	8483 40	- Gears and gearing, other than toothed wheels, chain sprockets and other transmission elements presented separately; ball or roller screws; gear boxes and other speed changers, including torque converters	0%
294	8483 60	- Clutches and shaft couplings (including universal joints)	0%
295	8483 90	- Toothed wheels, chain sprockets and other transmission elements presented separately; parts	0%
296	8503 00	- Parts suitable for use solely or principally with the machines of heading 85.01 or 85.02.	0%
297	8504 22	- - Having a power handling capacity exceeding 650 kVA but not exceeding 10,000 kVA	0%
298	8504 23	- - Having a power handling capacity exceeding 10,000 kVA	0%
299	8504 34	- - Having a power handling capacity exceeding 500 kVA	0%
300	8504 40	- Static converters	0%
301	8504 90	- Parts	0%
302	8507 10	- Lead-acid, of a kind used for starting piston engines	0%
303	8516 10	- Electric instantaneous or storage water heaters and immersion heaters	0%
304	8516 60	- Other ovens; cookers, cooking plates, boiling rings, grillers and roasters	0%
305	8517 13	- - Smartphones	0%
306	8528 72	- - Other, colour	0%
307	8530 10	- Equipment for railways or tramways	0%
308	8531 10	- Burglar or fire alarms and similar apparatus	0%
309	8532 10	- Fixed capacitors designed for use in 50/60 Hz circuits and having a reactive power handling capacity of not less than 0.5 kvar (power capacitors)	0%
310	8532 29	- - Other	0%
311	8535 90	- Other	0%
312	8536 20	- Automatic circuit breakers	0%
313	8536 49	- - Other	0%
314	8536 50	- Other switches	0%
315	8536 90	- Other apparatus	0%
316	8537 10	- For a voltage not exceeding 1,000 V	0%
317	8537 20	- For a voltage exceeding 1,000 V	0%
318	8538 90	- Other	0%
319	8539 52	- - Light-emitting diode (LED) lamps	0%
320	8544 49	- - Other	0%
321	8544 60	- Other electric conductors, for a voltage exceeding 1,000 V	0%
322	8546 10	- Of glass	0%
323	8547 10	- Insulating fittings of ceramics	0%
324	8601 10	- Powered from an external source of electricity	0%
325	8602 10	- Diesel-electric locomotives	0%

326	8605 00	Railway or tramway passenger coaches, not self-propelled; luggage vans, post office coaches and other special purpose railway or tramway coaches, not self-propelled (excluding those of heading 86.04).	0%
327	8606 92	- - Open, with non-removable sides of a height exceeding 60 cm	0%
328	8606 99	- - Other	0%
329	8607 19	- - Other, including parts	0%
330	8607 21	- - Air brakes and parts thereof	0%
331	8607 30	- Hooks and other coupling devices, buffers, and parts thereof	0%
332	8607 99	- - Other	0%
333	8608 00	Railway or tramway track fixtures and fittings; mechanical (including electro-mechanical) signalling, safety or traffic control equipment for railways, tramways, roads, inland waterways, parking facilities, port installations or airfields; parts of the foregoing.	0%
334	8702 10	- With only compression-ignition internal combustion piston engine (diesel or semi-diesel)	0%
335	8702 90	- Other	0%
336	8703 22	- - Of a cylinder capacity exceeding 1,000 cc but not exceeding 1,500 cc	0%
337	8703 23	- - Of a cylinder capacity exceeding 1,500 cc but not exceeding 3,000 cc	0%
338	8703 24	- - Of a cylinder capacity exceeding 3,000 cc	0%
339	8703 33	- - Of a cylinder capacity exceeding 2,500 cc	0%
340	8703 80	- Other vehicles, with only electric motor for propulsion	0%
341	8704 10	- Dumpers designed for off-highway use	0%
342	8704 22	- - g.v.w. exceeding 5 tonnes but not exceeding 20 tonnes	0%
343	8704 23	- - g.v.w. exceeding 20 tonnes	0%
344	8705 30	- Fire fighting vehicles	0%
345	8705 90	- Other	0%
346	8707 90	- Other	0%
347	8708 29	- - Other	0%
348	8708 30	- Brakes and servo-brakes; parts thereof	0%
349	8708 40	- Gear boxes and parts thereof	0%
350	8708 70	- Road wheels and parts and accessories thereof	0%
351	8708 80	- Suspension systems and parts thereof (including shock-absorbers)	0%
352	8708 99	- - Other	0%
353	8716 10	- Trailers and semi-trailers of the caravan type, for housing or camping	0%
354	8716 20	- Self-loading or self-unloading trailers and semi-trailers for agricultural purposes	0%
355	8716 31	- - Tanker trailers and tanker semi-trailers	0%
356	8716 39	- - Other	0%
357	8716 40	- Other trailers and semi-trailers	0%

358	8716 80	- Other vehicles	0%
359	8716 90	- Parts	0%
360	9401 41	- Of wood	0%
361	9401 61	- Upholstered	0%
362	9403 20	- Other metal furniture	0%
363	9403 30	- Wooden furniture of a kind used in offices	0%
364	9403 40	- Wooden furniture of a kind used in the kitchen	0%
365	9403 50	- Wooden furniture of a kind used in the bedroom	0%
366	9403 60	- Other wooden furniture	0%
367	9403 70	- Furniture of plastics	0%

ANNEX 3 RULES OF ORIGIN

SECTION I. GENERAL PROVISIONS

Article 1 Scope

The Rules of Origin provided for in this Annex shall be applied only for the purposes of granting preferential tariff treatment in accordance with this Agreement.

Article 2 Definitions

For the purposes of these Rules:

- (a) **“aquaculture”** means farming of aquatic organisms including fish, molluscs, crustaceans, other aquatic invertebrates and aquatic plants, from feedstock such as eggs, fry, fingerlings and larvae, by intervention in the rearing or growth processes to enhance production such as regular stocking, feeding, or protection from predators;
- (b) **“authorised body”** means the competent authority designated by a Party to issue a Certificate of Origin under this Agreement;
- (c) **“consignment”** means goods that are sent simultaneously covered by one or more transport documents to the consignee from the exporter;
- (d) **“exporter”** means a seller of goods according to the foreign trade agreement (contract), consignor, supplier or producer of goods;
- (e) **“FCA value”** means the price paid for the goods to the producer in a Party where the goods are delivered to the first carrier in accordance with the International commercial terms 2020, including the cost of export formalities, such as customs clearance, internal taxes and other related expenses;
- (f) **“importer”** means a purchaser of goods according to the foreign trade agreement (contract) or consignee of goods;

- (g) **“goods”** means goods being obtained or produced, even if they are intended for later use in another production operation as a material;
- (h) **“material”** means any matter or substance including ingredient, raw material, component or part used or consumed in the production of goods or physically incorporated into goods or subjected to a process in the production of other goods;
- (i) **“non-originating goods”** or **“non-originating materials”** means goods or materials that do not fulfil the origin criteria of these Rules and (or) goods or materials of undetermined origin;
- (j) **“originating goods”** or **“originating materials”** means goods or materials that fulfil the origin criteria of these Rules;
- (k) **“producer”** means a person who carries out production in the territory of a Party;
- (l) **“production”** means methods of obtaining goods including growing, mining, harvesting, raising, breeding, extracting, gathering, capturing, fishing, hunting, manufacturing, processing or assembling such goods;
- (m) **“Proof of Origin”** means Certificate of Origin or Declaration of Origin provided for in these Rules; and
- (n) **“verification authority”** means the competent governmental authority designated by a Party to conduct verification procedures.

Article 3 Origin Criteria

For the purposes of these Rules, goods shall be considered as originating in a Party if they are:

- (a) wholly obtained or produced in the Party as provided for in Article 4 of these Rules;
- (b) produced in the Party using non-originating materials provided that value of such materials does not exceed fifty (50) percent of the FCA value of the goods or the materials have undergone at least change in tariff heading level of the Harmonized System; or

- (c) produced in the Party exclusively from materials originating in one or more Parties.

Article 4 **Wholly Obtained or Produced Goods**

For the purposes of Article 3 of these Rules, the following goods shall be considered as wholly obtained or produced in a Party:

- (a) plants and plant goods, including fruit, berries, flowers, vegetables, trees, seaweed, fungi and live plants, grown, harvested or gathered there;
- (b) live animals born and raised there;
- (c) goods obtained from live animals there;
- (d) goods from slaughtered animals born and raised there;
- (e) goods obtained from gathering, hunting, capturing, fishing, growing, raising and aquaculture there;
- (f) minerals and other naturally occurring substances extracted or taken from the air, soil, waters or seabed and subsoil there;
- (g) goods of sea fishing and other marine goods taken from the sea outside its territorial sea by a vessel registered or recorded in a Party and flying its flag;
- (h) goods manufactured exclusively from goods referred to in subparagraph "g" of this Article, on board a factory ship registered or recorded in a Party and flying its flag;
- (i) goods extracted from marine soil or subsoil outside its territorial sea provided that Party has sole rights to work that soil or subsoil;
- (j) waste and scrap resulting from production and consumption conducted there;
- (k) used goods collected there provided that such goods are fit only for the recovery of raw materials;

- (l) goods produced in outer space on board a spacecraft registered in a Party; and
- (m) goods produced or obtained in the territory of a Party solely from goods referred to in subparagraphs "a" through "l" of this Article.

Article 5

Value of Non-Originating Materials

For the purposes of these Rules, the formula for calculating the percentage of value of non-originating materials (hereinafter referred to as "NOM") shall be:

$$\text{NOM} = \frac{\text{Value of Non-Originating Materials}}{\text{FCA value}} * 100 \%$$

where the value of non-originating materials shall be:

- (a) the customs value of the materials at the time of importation to a Party;
or
- (b) the earliest ascertained price paid or payable for non-originating materials in the territory of the Party where the working or processing takes place, if the customs value is not known or cannot be ascertained.

Article 6

Insufficient Working or Processing

1. The following operations undertaken exclusively by themselves or in combination with each other are considered to be insufficient to meet the requirements of Article 3 of these Rules:

- (a) preserving operations to ensure that a product retains its condition during transportation and storage;
- (b) freezing or thawing;
- (c) packaging and re-packaging;
- (d) washing, cleaning, removing dust, oxide, oil, paint or other coverings;
- (e) ironing or pressing of textiles;

- (f) colouring, polishing, varnishing, oiling;
- (g) husking, partial or total bleaching, polishing and glazing of cereals and rice;
- (h) operations to colour sugar or form sugar lumps;
- (i) peeling and removal of stones and shells from fruits, nuts and vegetables;
- (j) simple sharpening, grinding;
- (k) cutting;
- (l) sifting, screening, sorting, classifying;
- (m) placing in bottles, cans, flasks, bags, cases, boxes, fixing on surface and all other packaging operations;
- (n) affixing or printing marks, labels, logos and other like distinguishing signs on products or their packaging;
- (o) mixing of products (components) which does not lead to a sufficient difference of product from the original components;
- (p) simple assembly of a product or disassembly of products into parts;
- (q) slaughter of animals, sorting of meat; and
- (r) use of goods for their intended purpose.

2. For the purposes of paragraph 1 of this Article, "simple" describes activities which do not require special skills or machines, apparatus or equipment especially designed for carrying out such activities.

Article 7 **Accumulation of Origin**

Without prejudice to Article 3 of these Rules, the goods originating in a Party, which are used as materials in the production of goods in the other Party, shall be considered as originating in that Party, where the last operations other than those

referred to in paragraph 1 of Article 6 of these Rules have been carried out. The origin of the goods used for subsequent working or processing shall be confirmed by documentary evidence.

Article 8 ***De Minimis***

1. Goods that do not undergo a change in tariff classification are nonetheless considered as originating, if the goods meet all other applicable requirements of this Chapter and the value of all non-originating materials that are used in the production of the goods and do not undergo the required change in tariff classification, does not exceed ten (10) percent of the FCA value of such goods.
2. The value of materials referred to in paragraph 1 of this Article shall be included in the value of non-originating materials for any applicable NOM requirement.

Article 9 **Accessories, Spare Parts, Tools and Instructional or Other Information Materials**

1. Accessories, spare parts, tools and instructional or other information materials, referred to in paragraph 2 of this Article, shall be deemed to have the same origin as the goods with which they are delivered.
2. For the purposes of this Article, accessories, spare parts, tools and instructional or other information materials are covered when:
 - (a) the accessories, spare parts, tools and instructional or other information materials are classified and delivered with but not invoiced separately from such goods; and
 - (b) the types, quantities and value of the accessories, spare parts, tools and instructional or other information materials presented with the goods are customary for such goods.
3. Without prejudice to paragraph 1 of this Article, the value of accessories, spare parts, tools and instructional or other information materials shall be taken into account as originating materials or non-originating materials, as the case may be, in calculating the NOM requirement of the goods.

Article 10
Packaging Materials and Containers for Retail Sale

1. Packaging materials and containers in which goods are packaged for retail sale, if classified with the goods, shall be deemed to have the same origin as the goods they contain.
2. Without prejudice to paragraph 1 of this Article, the value of the packaging materials and containers used for retail sale shall be taken into account as originating or non-originating materials, as the case may be, in calculating the NOM requirement of the goods.

Article 11
Packing Materials and Containers for Transportation

Packing materials and containers in which goods are packed exclusively for transportation shall not be taken into account for the purposes of determining whether the goods are originating.

Article 12
Sets

Sets, as defined in Rule 3 of the General Rules for the interpretation of the Harmonized System, shall be regarded as originating when all component goods are originating. Nevertheless, when a set is composed of originating and non-originating goods, the set as a whole shall be regarded as originating, provided that the value of the non-originating goods does not exceed fifteen (15) percent of the FCA value of the set.

Article 13
Intermediate Goods

If non-originating materials satisfy the requirements provided for in Article 3 of these Rules, the resulting goods shall be considered as originating and no account shall be taken of the non-originating materials contained therein when those goods are used in the subsequent production of other goods.

Article 14

Indirect Materials

In order to determine the origin of goods, the origin of the following indirect materials which might be used in the production of such goods and not be incorporated into such goods shall not be taken into account:

- (a) fuel and energy;
- (b) tools, dies and moulds;
- (c) spare parts and materials used in the maintenance of equipment and buildings;
- (d) lubricants, greases, compounding materials and other materials used in the production or used to operate equipment and buildings;
- (e) gloves, glasses, footwear, clothing, safety equipment;
- (f) equipment, devices used for testing or inspecting the goods;
- (g) catalyst and solvent; and
- (h) any other goods that are not incorporated into such goods but the use of which in the production of such goods can be demonstrated to be a part of that production.

Article 15

Direct Consignment

1. Preferential tariff treatment shall be granted to originating goods, which are transported directly between the Parties or through the territories of non-Parties, provided that during such transportation:

- (a) the goods have not undergone any operation there other than unloading, reloading, storing or any necessary operation designed to preserve their condition; and
- (b) the goods have not entered into trade or consumption there.

2. In the case where originating goods are imported through the territories of the non-Parties one of the following documentary evidence shall be submitted to the customs authorities of the importing Party:

- (a) the transport documents covering the passage from the territory of one Party to the territory of the other Party and containing description of the goods and, where applicable and consistent with transportation conditions, the names of the ships or other means of transport used and the containers' numbers; or
- (b) the documents issued by the customs authorities of the non-Parties where the goods were in transit that contain description of the goods and confirm that the goods have been kept (stored) under customs control and have not been altered or processed within its territory as provided for in subparagraph "a" of paragraph 1 of this Article.

3. In addition to the documents referred to in paragraph 2 of this Article any other supporting documents proving the direct consignment may be submitted.

4. If a declarant fails to provide the customs authorities of the importing Party with documentary evidence of direct consignment, preferential tariff treatment shall not be granted.

Article 16

Third Party Invoicing

The importing Party shall grant preferential tariff treatment for originating goods in cases where the invoice is issued by a person registered either in a Party or in a non-Party, provided that such goods meet the requirements of these Rules.

SECTION II. PROOF OF ORIGIN

Article 17

General requirements

1. Goods originating in a Party shall on importation into any Party benefit from the preferential tariff treatment upon submission of one of the following Proofs of Origin:

- (a) a Certificate of Origin (Form EAM) issued in accordance with Article 19 of these Rules, except for the cases provided for in Article 28 of these Rules; or
 - (b) a Declaration of Origin made out in accordance with Article 21 of these Rules.
2. Notwithstanding paragraph 1 of this Article, in the cases specified in Article 18 of these Rules originating goods shall benefit from preferential tariff treatment without it being necessary to submit any of the documents referred to in this Article.

Article 18

Exemptions from Proof of Origin

The Proof of Origin is not required in order to obtain preferential tariff treatment for importation of originating goods where the customs value does not exceed the amount of two hundred (200) Euro or the equivalent amount in the importing Party's currency, provided that the importation does not form part of one or more consignments that may reasonably be considered to have been undertaken or arranged for the purposes of avoiding the submission of the Proof of Origin.

Article 19

Certificate of Origin

1. Certificate of Origin is a document confirming the origin of goods issued by an authorised body of a Party, upon an application having been made by the producer, exporter or its authorised representative. The application shall be made in writing or by electronic means, if applicable in accordance with the laws and regulations of the exporting Party.
2. The Certificate of Origin shall be issued in original paper format, except for the cases provided for in paragraph 3 of Article 28 of these Rules.
3. The Certificate of Origin shall be issued by the authorised body prior to or after the time of exportation whenever the goods to be exported can be considered as originating in a Party within the meaning of these Rules.
4. The authorised body of the exporting Party shall ensure that Certificates of Origin are issued in conformity with the format and duly completed in accordance with the requirements set out in Annex to these Rules.

5. The Certificate of Origin shall cover the goods under one consignment and shall be valid for the granting preferential tariff treatment for a period of 12 (twelve) months from the date of its issuance by the authorised body. The actual weight of delivered goods shall not exceed five (5) percent of the weight specified in the Certificate of Origin.

Article 20

Specific Cases of Issuance of Certificate of Origin

1. Where a Certificate of Origin has not been issued prior to the time of exportation, it may be issued retroactively. In this instance, the Certificate of Origin shall bear the words "ISSUED RETROACTIVELY" or "ISSUED RETROSPECTIVELY".

2. In the event of theft, loss or destruction of the original Certificate of Origin issued in paper format, the producer, exporter or its authorised representative may apply to the authorised body for its certified duplicate. A certified duplicate shall bear the words "DUPLICATE OF THE CERTIFICATE OF ORIGIN NUMBER__DATE__". The certified duplicate of a Certificate of Origin shall be valid for the granting preferential tariff treatment no longer than 12 (twelve) months from the date of issuance of the original Certificate of Origin.

3. Due to accidental errors or omissions made in the Certificate of Origin, the authorised body shall issue the Certificate of Origin in substitution for the previously issued Certificate of Origin which shall be annulled. In this instance, the Certificate of Origin shall bear the words: "ISSUED IN SUBSTITUTION FOR THE CERTIFICATE OF ORIGIN NUMBER__DATE__". Such Certificate of Origin shall be valid for the granting preferential tariff treatment for a period of 12 (twelve) months from the date of its issuance.

4. In the case of transportation of originating goods between the Parties which have not undergone any working or processing in the other Parties, the authorised body of the latter Party may issue a replacement certificate instead of Certificate of Origin. Replacement Certificates of Origin shall be issued on the basis of the Certificate of Origin issued by the authorised body of the former Party and shall bear the words "ISSUED ON THE BASIS OF CERTIFICATE OF ORIGIN NUMBER__DATE__". Such Certificate of Origin shall be valid for the granting preferential tariff treatment for a period of 12 (twelve) months from the date of its issuance.

Article 21

Declaration of Origin

1. The Declaration of Origin as referred to in subparagraph "b" of paragraph 1 of Article 17 of these Rules can be made out by any producer or exporter for consignment of originating goods the customs value of which does not exceed five thousand (5 000) Euro or the equivalent amount in the importing Party's currency.

2. The Declaration of Origin is a statement on origin of goods made by producer or exporter on any commercial document related to the goods. The Declaration of Origin shall be made out by typing, stamping or printing in the English language.

3. The producer or exporter making out a Declaration of Origin shall be prepared to submit at any time, at the request of the verification authority of the exporting Party, all appropriate documents proving the origin of the goods concerned as well as the fulfilment of the other requirements of these Rules.

4. The Declaration of Origin shall cover the originating goods under one consignment and shall remain valid for the granting preferential tariff treatment for a period of 12 (twelve) months from the date it was made. The actual weight of declared importing goods shall not exceed five (5) percent of the weight specified in the commercial document containing Declaration of Origin.

5. Where the customs authorities of the importing Party have a reasonable doubt about the authenticity of a Declaration of Origin and (or) the compliance of the goods with the origin criteria, they may request a Certificate of Origin to be presented.

Article 22

Minor Discrepancies

1. Where the origin of the goods is not in doubt, the discovery of minor discrepancies between the information in the Proof of Origin and in the documents submitted to the customs authorities of the importing Party shall not, of themselves, invalidate the Proof of Origin, if such information in fact corresponds to the goods submitted.

2. For multiple goods declared under the same Proof of Origin, a problem encountered with one of the goods listed shall not affect or delay the granting of preferential tariff treatment for the remaining goods covered by the Proof of Origin.

Article 23

Record-keeping Requirements

1. The producer or exporter applying for the issuance of a Certificate of Origin shall keep all records and copies of documents submitted to the authorised body for the period of no less than 3 (three) years from the date of issuance of the Certificate of Origin.
2. An importer who has been granted preferential tariff treatment must keep the copy of Proof of Origin for the period of no less than 3 (three) years from the date when the preferential tariff treatment was granted.
3. The application for Certificate of Origin and all documents related to such application shall be retained by the authorised body for the period of no less than 3 (three) years from the date of issuance of the Certificate of Origin.
4. A producer or exporter making out a Declaration of Origin shall keep all records and copies of documents proving the origin of the goods concerned for a period of no less than 3 (three) years from the date of issuance of the Declaration of Origin.

SECTION III. PREFERENTIAL TARIFF TREATMENT

Article 24

Granting Preferential Tariff Treatment

1. Preferential tariff treatment under this Agreement shall be applied to originating goods that satisfy the requirements of these Rules.
2. Customs authorities of the importing Party shall grant preferential tariff treatment to originating goods of the exporting Party provided that:
 - (a) importing goods satisfy the origin criteria referred to in Article 3 of these Rules;
 - (b) direct consignment requirements referred to in Article 15 of these Rules have been fulfilled;
 - (c) the origin of imported goods is confirmed by Proof of Origin in accordance with requirements provided for in these Rules.

3. If appropriate Proof of Origin or documentary evidence of the direct consignment requirements has not been submitted at the time of importation, the importing Party shall impose the applied MFN customs duty or require payment of a deposit on the imported goods, where applicable. In such a case the importer may make a claim for preferential tariff treatment and refund of any excess customs duty or deposit paid within 12 (twelve) months from the date of registration of customs declaration in accordance with respective laws and regulations of the importing Party provided that all requirements of this Article have been met.

4. Notwithstanding paragraph 2 of this Article, where the customs authorities of the importing Party have a reasonable doubt as to the origin of the goods for which preferential tariff treatment is claimed and (or) to the authenticity of the submitted Proof of Origin such customs authorities may suspend the application of preferential tariff treatment to such goods, while awaiting the results of verification procedures. However, the goods can be released in accordance with the requirements of such Party's respective laws and regulations.

Article 25 **Denial of Preferential Tariff Treatment**

1. Where the goods do not meet the requirements of these Rules or where the importer or exporter fails to comply with the requirements of these Rules, the customs authorities of the importing Party shall deny preferential tariff treatment and recover unpaid customs duties in accordance with its respective laws and regulations.

2. The customs authorities of the importing Party shall deny preferential tariff treatment in one of the following cases:

- (a) the goods do not satisfy the origin criteria referred to in Article 3 of these Rules;
- (b) the direct consignment requirements provided for in Article 15 of these Rules have not been fulfilled;
- (c) the Proof of Origin has not been submitted to the customs authorities of the importing Party or has not been issued and duly completed as specified in Annex to these Rules;
- (d) the goods specified in the Proof of Origin cannot be identified with the goods declared upon customs declaration. However, lack of correspondence between the HS code detailed on the Proof of Origin and the actual classification by the customs authority of

the importing Party, shall not in itself constitute a reason for denial of preferential tariff treatment;

- (e) the actual weight of declared importing goods exceeds the weight specified in the Proof of Origin by more than five (5) percent;
- (f) the Certificate of Origin has not been submitted upon the request of the customs authority of the importing Party in cases provided for in paragraph 5 of Article 21 and in paragraphs 5 and 9 of Article 28 of these Rules;
- (g) the information contained in the original Certificate of Origin, its copy or electronic Certificate of Origin does not correspond to the information in the web-database, referred to in Article 28 of these Rules, on the date of registration of customs declaration;
- (h) the verification procedures undertaken under Articles 29 and 30 of these Rules fail to determine the origin of the goods or indicate the inconsistency of the origin criteria;
- (i) the verification authority of the exporting Party has confirmed that the Certificate of Origin had not been issued (i.e. forged) or had been annulled (withdrawn);
- (j) the customs authority of the importing Party receives no reply within a maximum of 4 (four) months after the date of a verification request made to the verification authority of the exporting Party, or if the response to the verification request does not contain sufficient information to conclude whether the goods originate in a Party;
- (k) the customs authority of the importing Party within 60 (sixty) days from the date of dispatch of the request for verification visit, stipulated in paragraph 2 of Article 30 of these Rules, receives no written consent from the verification authority of the exporting Party, pursuant to paragraph 5 of Article 30 of these Rules, or receives a refusal to conduct such verification visit.

SECTION IV. ADMINISTRATIVE COOPERATION

Article 26

Authorised Body and Verification Authority

Each Government of the Parties shall designate or maintain an authorised body and a verification authority.

Article 27

Notifications

1. Prior to the entry into force of this Agreement, each Party shall provide the other Party, through the Eurasian Economic Commission and the competent authority of Mongolia, respectively, with the following information:

- (a) names and addresses of each authorised body and verification authority of the Parties;
- (b) original and legible specimen impressions of stamps of the authorised bodies of the Parties;
- (c) contact e-mail addresses of the customs authorities and verification authorities of the Parties for the facilitation of verification procedures;
- (d) electronic addresses of the web-databases referred to in Article 28 of these Rules and information about requirements to access such web-databases (user names, passwords, if any).

2. Mongolia shall provide the Eurasian Economic Commission with the original information referred to in subparagraph "b" of paragraph 1 of this Article or any changes to such information in sextuplicate. The Eurasian Economic Commission may request Mongolia to provide additional sets of such information.

3. The Eurasian Economic Commission and the competent authority of Mongolia shall publish on the Internet the information on the names and addresses of the authorised bodies and verification authority of each Party.

4. Any change to the information stipulated in this Article shall be notified by the Eurasian Economic Commission and the competent authority of Mongolia in advance and in the same manner.

5. Any notification or communication under these Rules shall be conducted between the Parties through the relevant authorities in the English language.

Article 28
Use of Web-Databases. Development and Implementation
of Electronic Origin Data Exchange System

1. In order to simplify the procedures for obtaining the preferential tariff treatment, the Parties can use secure web-database of the authorised bodies that contain information on issued Certificates of Origin and enable customs authorities of the importing Party to verify the authenticity of any issued Certificate of Origin (hereinafter referred to as "web-databases").

2. The web-databases shall meet the following requirements:

- (a) completeness, relevance and reliability of the information contained;
- (b) data protection of the information contained from unauthorised access, destruction, modification or any other illegal actions;
- (c) proper around the clock functioning;
- (d) entering information identical to the data from Certificate of Origin (except for signatures and stamps) into the web-database no later than
1 (one) day after the date of its issuance;
- (e) storage of information on the issued Certificates of Origin within the period set out in paragraph 3 of Article 23 of these Rules; and
- (f) possibility of saving (printing) information contained in the web-database by the customs authorities of the importing Party.

3. When the interested authorised bodies adopt the web-databases or the Electronic Origin Data Exchange System is implemented, referred to in paragraph 6 of this Article (hereinafter referred to as "the EODES"), Certificates of Origin may be issued electronically without being made in original paper format (hereinafter referred to as "electronic Certificate of Origin").

4. If the Parties use the web-databases, the original Certificate of Origin shall not be required by the customs authority of the importing Party. In this case, a copy of the Certificate of Origin (hard or soft copy) or the electronic Certificate of Origin

is enough for the granting preferential tariff treatment.

5. If information on the Certificate of Origin is not available in the web-database on the date of registration of the customs declaration, the customs authority of importing Party shall require the submission of the original Certificate of Origin, unless the Certificate of Origin is issued in electronic format only as provided for in paragraph 3 of this Article.

6. With the view of further development of paperless trade, the Parties shall endeavour to implement and support the EODES, based on an electronic data exchange concept.

7. The EODES shall enable the customs authorities of the importing Party to receive through the electronic data transmission the information from the Certificates of Origin issued by the authorised bodies of the exporting Party.

8. If the Parties implement the EODES, the original Certificate of Origin, its copy or electronic Certificate of Origin shall not be required by the customs authority of the importing Party. In such case, the date and number of such Certificate of Origin shall be specified in the customs declaration for the granting preferential tariff treatment.

9. If information on the Certificate of Origin is not available in the EODES on the date of registration of the customs declaration, the customs authority of importing Party shall require the submission of copy of the Certificate of Origin and verify its authenticity using the web-database. If the authorised body does not have the web-database, original Certificate of Origin shall be submitted, unless the Certificate of Origin is issued in electronic format only as provided for in paragraph 3 of this Article.

10. All the requirements and specifications for the application of the EODES shall be set out in separate Protocol.

Article 29

Verification of Origin

1. Where the customs authorities of the importing Party have a reasonable doubt about the authenticity of Proof of Origin and (or) the compliance of the goods, covered by the Proof of Origin, with the origin criteria, pursuant to Article 3 of these Rules, or in the case of a random check, they may send a request to the verification authority of the exporting Party to confirm the authenticity of the Proof of Origin and (or) the compliance of the goods with the origin criteria and (or) to provide,

if requested, documentary evidence from the producer or exporter of the goods (hereinafter referred to as "verification request").

2. In cases set out in subparagraphs "b" to "g" of paragraph 2 of Article 25 of these Rules, the customs authorities of the importing Party are not required to make a verification request for the purposes of making decisions on denial of preferential tariff treatment.

3. All verification requests shall be accompanied by sufficient information to identify the goods concerned, a copy of the Proof of Origin verified and shall specify the circumstances and reasons for such request.

4. The recipient of the verification request shall respond to the requesting customs authority of the importing Party within 4 (four) months after the date of such verification request.

5. A copy of the verification request and its accompanying documents, as well as the verification response to such request, shall be transmitted electronically between the customs authority of the importing Party and the verification authority of the exporting Party, via the contact email addresses referred to paragraph 1 of Article 27 of these Rules.

6. In response to a request under paragraph 1 of this Article verification authority of the exporting Party shall clearly indicate whether the Proof of Origin is authentic and (or) whether the goods can be considered as originating in such Party, including by providing requested documentary evidence received from the producer or exporter of the goods. Before the response to the verification request is received, paragraph 4 of Article 24 of these Rules may be applied. The customs duties or deposit paid shall be refunded if the received results of the verification procedures confirm and clearly indicate that the goods qualify as originating and all other requirements of these Rules are met.

Article 30 Verification Visit

1. If the customs authorities of the importing Party are not satisfied with the outcome of the verification referred to in Article 29 of these Rules, they may, under exceptional circumstances, request verification visits to the exporting Party to review the records referred to in Article 23 of these Rules and (or) observe the facilities used in the production of the goods.

2. In order to conduct a verification visit pursuant to paragraph 1 of this Article the customs authority of the importing Party shall send a written request with its

intention to conduct the verification visit (hereinafter referred to as "the request for verification visit") to the verification authority of the exporting Party.

A copy of the request for verification visit shall also be transmitted electronically from the customs authority of the importing Party to the verification authority of the exporting Party, via the contact email addresses referred to paragraph 1 of Article 27 of these Rules.

3. The request for verification visit referred to in paragraph 2 of this Article shall be as comprehensive as possible and shall include, *inter alia*:

- (a) the name of the customs authorities of the Party issuing the request;
- (b) the names of the producer or exporter of the goods whose premises are to be visited;
- (c) the proposed date of the verification visit;
- (d) the coverage of the proposed verification visit, including reference to the goods subject to the verification and to the doubts regarding their origin; and
- (e) the preliminary information on the competent authorities performing the verification visit.

4. Verification authority of the exporting Party shall send the request to the producer or exporter of the goods whose premises are to be visited and transfer its written consent to the requesting Party within 60 (sixty) days from the date of dispatch of the request for verification visit.

5. Where a written consent from the verification authority is not obtained within 60 (sixty) days from the date of dispatch of the request for verification or a refusal to conduct such verification visit is received, the requesting Party shall deny preferential tariff treatment to the goods referred to in the Proof(s) of Origin that would have been subject to the verification visit.

6. Any verification visit shall be launched within 60 (sixty) days from the date of the receipt of written consent and finished within a reasonable period of time, but no later than 150 (one hundred and fifty) days from the date of receipt of the written consent.

7. Verification visit shall be carried out by the Verification Team consisting of the representatives of the competent authorities of the importing and the exporting Parties.

8. Competent authorities of the exporting and the importing Parties shall provide an efficient cooperation required for the verification visit conducted by the Verification Team.

9. The producer or exporter of the goods who has given consent for verification visit shall assist in its implementation, provide access to the premises, financial (accounting) and production documents related to the subject of the verification visit and shall provide any additional information and (or) documents, if so requested.

10. If there are obstacles by the authorities or entities of the inspected Party during the verification visit, which result in the absence of possibility to conduct the verification visit, the importing Party has the right to deny preferential tariff treatment to the goods concerned.

11. The results of the verification visit shall be documented in the English language in the form of a report, which shall clearly indicate the compliance or non-compliance of the goods verified with the requirements of these Rules.

12. Verification authority of the exporting Party shall send to the producer or exporter of the goods verified the report on the results of such verification not later than 20 (twenty) days from the date the verification visit is finished.

13. Any suspended or denied preferential tariff treatment shall be reinstated based on the results of verification visit, indicating that goods which are subject of verification visit meet the requirements of these Rules.

14. All costs relating to the participation of representatives of the importing Party in the verification visit shall be borne by the importing Party.

Article 31 **Confidentiality**

All information provided pursuant to these Rules shall be treated by the Parties as confidential in accordance with their respective laws and regulations. It shall not be disclosed without the written permission of the person or authority of the Party providing it except to the extent that it may be required to be disclosed in the context of judicial proceedings.

Article 32
Penalties or Other Measures Against Fraudulent Acts

Each Party shall provide for criminal or administrative penalties for violations of its respective laws and regulations related to these Rules.

SECTION V. TRANSITIONAL PROVISIONS

Article 33
Goods in Transportation or Storage

Originating goods which are in the process of transportation from the exporting Party to the importing Party, or which are in temporary storage under customs control in the importing Party for a period not exceeding 6 (six) months before the entry into force of this Agreement, shall be granted preferential tariff treatment if they are imported into the importing Party or declared to the customs authority of the importing Party on or after the date of entry into force of this Agreement, provided that all requirements of Article 24 of these Rules have been met.

ANNEX TO THE RULES OF ORIGIN

CERTIFICATE OF ORIGIN

1. Exporter (business name, address and country)			4. No. _____				
2. Importer/Consignee (business name, address and country)			<p align="center">EAEU-MONGOLIA Interim Trade Agreement Certificate of Origin Form EAM</p> <p>Issued in _____</p> <p align="center">(country)</p> <p>For submission to _____</p> <p align="center">(country)</p>				
3. Means of transport and route (as far as known)			5. For official use				
6. Item No.	7. Number and kind of packages	8. Description of goods	9. Origin criterion	10. Quantity of goods	11. Number and date of invoice		
12. Certification			13. Declaration by the applicant				
<p>It is hereby certified, on the basis of control carried out, that the declaration by the applicant is correct.</p>			<p>The undersigned hereby declares that the above details are correct, that all goods were produced in</p> <p align="center">_____</p> <p align="center">(country)</p> <p>and that they comply with the rules of origin as provided for in Annex 3 (Rules of Origin) to the EAEU-Mongolia Interim Trade Agreement</p>				
Place	Date	Signature	Stamp	Place	Date	Signature	Stamp

Additional Sheet of Certificate of Origin (Form EAM) No. ____

6. Item No.	7. Number and kind of packages	8. Description of goods	9. Origin criterion	10. Quantity of goods	11. Number and date of invoice

12. Certification

It is hereby certified, on the basis of control carried out, that the declaration by the applicant is correct.

Place Date Signature Stamp

13. Declaration by the applicant

The undersigned hereby declares that the above details are correct, that all goods were produced in

(country)

and that they comply with the rules of origin as provided for in Annex 3 (Rules of Origin) to the EAEU-Mongolia Interim Trade Agreement

Place Date Signature Stamp

Instructions for Completing Certificate of Origin (Form EAM)

The Certificate of Origin (Form EAM) and its additional sheets, which are used if the information on the goods cannot be indicated on one page, must be on ISO A4 size colour paper in conformity with the specimen shown in this Annex.

Unused spaces in boxes 6-11 shall be crossed out to prevent any subsequent addition, unless the Certificate of Origin is issued in electronic format only, as provided for in paragraph 3 of Article 28 of Annex 3 to this Agreement.

The Certificate of Origin shall:

- (a) be made in conformity with the template set out in this Annex;
- (b) be completed in the English language;
- (c) contain the minimum data required in boxes 1, 2, 4, 7, 8, 9, 10, 11, 12, 13.

The Certificate of Origin may also contain additional data, including information to enable interested person to verify it through the web-database referred to in Article 28 of Annex 3 to this Agreement (such as URL link, QR code, etc.).

Box 1: Enter details of the exporter of the goods: business name, address and country.

Box 2: Enter details of the importer (obligatory) and consignee (if known): business name, address and country.

Box 3: Enter details of transportation, as far as known, such as departure (shipment) date; means of transport (vessel, aircraft, etc.); place (port, airport) of discharge.

Box 4: Enter details of unique reference number, issuing country and country to be submitted to.

Box 5: Enter the words:

“DUPLICATE OF THE CERTIFICATE OF ORIGIN NUMBER ___ DATE ___” in case of issuance of duplicate of the original Certificate of Origin.

“ISSUED IN SUBSTITUTION FOR THE CERTIFICATE OF ORIGIN NUMBER ___ DATE ___” in case of substitution of Certificate of Origin.

“ISSUED ON THE BASIS OF THE CERTIFICATE(S) OF ORIGIN

NUMBER(S)___DATE(S)___” in case of transportation of originating goods between the Parties which have not undergone any working or processing.

“ISSUED RETROACTIVELY” or “ISSUED RETROSPECTIVELY” in case of issuance of Certificate of Origin after the time of exportation.

Box 6: Enter the item number.

Box 7: Enter the number and kind of packages.

Box 8: Enter the detailed description of goods including HS 6-digit code and, if applicable, model and brand name in such a way as to enable them to be identified. If the goods covered by the Certificate of Origin originate in different Parties, the origin of each item shall be indicated (the Republic of Armenia, the Republic of Belarus, the Republic of Kazakhstan, the Kyrgyz Republic, the Russian Federation or Mongolia).

Box 9: Enter the origin criteria for all goods in the manner shown in the following table:

Origin criterion	Insert in Box 9
Goods wholly obtained or produced in the Party as provided for in Article 4 of Annex 3 to this Agreement	WO
Goods produced in the Party exclusively from materials originating in one or more Parties	PE
Goods produced in the Party using non-originating materials provided that value of such materials does not exceed fifty (50) percent of the FCA value of the goods	NOM
Goods produced in the Party using non-originating materials provided that such materials have undergone at least a change in tariff heading level of the Harmonized System	CTH

Box 10: Enter the quantity of goods: gross weight (kg) or other measurement (pcs, liters etc.).

Box 11: Enter the invoice number(s) and date(s) of invoice(s) submitted to an authorised body for the issuing of the Certificate of Origin.

In cases where invoices are issued by a non-Party, the words “TCI” together

with the following information shall be indicated:

- (a) invoice number(s) and date(s) (if such information is available at the time of issuance of the Certificate of Origin); or
- (b) name of the non-Party and (or) person that will issue the invoice.

Nevertheless, where the origin of the goods is not in doubt, the absence of the "TCI" related information provided for in this Box shall not in itself constitute a reason for denial of preferential tariff treatment.

Box 12: Enter the place and date of issuance of the Certificate of Origin signature of an authorised signatory and seal of the authorised body. However, signature of the authorised signatory and seal of the authorised body may not be indicated in this box, if the Certificate of Origin is issued in electronic format only, as provided for in paragraph 3 of Article 28 of Annex 3 to this Agreement.

Box 13: Enter the origin of goods (the Republic of Armenia, the Republic of Belarus, the Republic of Kazakhstan, the Kyrgyz Republic, the Russian Federation or Mongolia), place and date of declaration, signature and seal of the applicant. However, signature and seal of the applicant may not be indicated in this box, if the Certificate of Origin is issued in electronic format only, as provided for in paragraph 3 of Article 28 of Annex 3 to this Agreement. If the goods covered by the Certificate of Origin originate in different Parties, the words «See box 8» shall be indicated.

For the purposes of the Certificate of Origin (Form EAM), "the EAEU-Mongolia Interim Trade Agreement" means the Interim Trade Agreement between the Eurasian Economic Union and its Member States, of the one part, and Mongolia, of the other part.

ANNEX 4 DISPUTE SETTLEMENT

Article 1 Objectives

The objective of this Annex is to provide for an effective, efficient and transparent mechanism for the settlement of disputes arising under this Agreement with a view to arriving at, where possible, a mutually agreed solution.

Article 2 Definitions

For the purposes of this Annex:

- (a) **“Arbitral Panel”** means an Arbitral Panel established pursuant to Article 8 of this Annex;
- (b) **“disputing Parties”** means both the complaining Party and the Party complained against. The Member States of the Eurasian Economic Union and the Eurasian Economic Union may act jointly or individually as a disputing Party. In the latter case if a measure is taken by a Member State of the Eurasian Economic Union, such Member State of the Eurasian Economic Union shall be a disputing Party, and if a measure is taken by the Eurasian Economic Union, it shall be a disputing Party;
- (c) **“complaining Party”** means a Party making a claim;
- (d) **“Party complained against”** means a Party against which a claim is made;
- (e) **“arbitrator”** means a member of an Arbitral Panel established under Article 8 of this Annex;
- (f) **“Chair”** means the arbitrator who serves as the Chair of the Arbitral Panel;
- (g) **“assistant”** means a person who, under the terms of appointment of an arbitrator, conducts, researches or provides assistance to the arbitrator;
- (h) **“days”** means calendar days, including weekends and holidays.

Article 3 Scope of Application

Unless this Agreement provides otherwise the provisions of this Annex shall apply to any disputes between the Parties arising from interpretation and/or application of the provisions of this Agreement whenever a Party considers that a measure of the other Party is inconsistent with an obligation under the provisions of this Agreement or the other Party has failed to carry out its obligations under this Agreement.

Article 4

Information Exchange

The distribution among the Member States of the Eurasian Economic Union and the Eurasian Economic Union of any procedural document relating to any dispute arising under this Agreement shall not be viewed as a violation of the provisions on confidentiality under this Agreement and/or the WTO Agreement.

Article 5

Consultations

1. The disputing Parties shall make every attempt to settle any dispute with respect to any matter referred to in Article 3 of this Annex through consultations in order to reach a mutually agreed solution.
2. A request for consultations shall be submitted in writing to the Party complained against through its contact point designated in accordance with Article 27 (Contact Points) of this Agreement and shall give the reasons for the request, including identification of any measure or other matter at issue and an indication of the factual and legal basis for the complaint. The Joint Committee should be informed on the submission of such a request.
3. If a request for consultations has been submitted in accordance with paragraph 2 of this Article, the Party complained against shall promptly reply to the request in writing within 10 (ten) days from the date of its receipt and shall enter into consultations with the complaining Party in good faith within 30 (thirty) days from the date of receipt of the request in order to reach a mutually agreed solution.
4. Consultations in cases of urgency, including those regarding perishable goods, shall be held within 15 (fifteen) days from the date of receipt of the request.
5. Periods of time specified in paragraphs 3 and 4 of this Article may be changed by agreement of the disputing Parties.
6. During consultations each disputing Party shall provide sufficient factual information so as to allow a complete examination of the manner in which the measure in force or proposed, or any other issue, could affect the operation and application of this Agreement.
7. The consultations, in particular all information disclosed and positions taken by the disputing Parties during these proceedings, shall be confidential and without prejudice to the rights of either disputing Party in any further proceeding. The disputing Parties shall treat any confidential or proprietary information

exchanged in the course of consultations on the same basis as the Party providing the information.

8. During consultations under this Article, each disputing Party shall ensure the participation of personnel of their competent governmental authorities or other regulatory bodies with the relevant knowledge/expertise in the matter subject to the consultations.

9. Consultations shall take place, unless the disputing Parties agree otherwise, on the territory of the Party complained against. Upon agreement of the disputing Parties, the consultations may take place by any technological means available.

Article 6

Good Offices, Conciliation or Mediation

1. The Parties may at any stage of any dispute settlement procedure under this Annex have recourse to good offices, conciliation or mediation. Good offices, conciliation or mediation may begin at any time and be suspended or terminated by either Party at any time.

2. Proceedings involving good offices, conciliation and mediation, and in particular positions taken by the disputing Parties during those proceedings, shall be confidential and without prejudice to the rights of either disputing Party in any further proceeding.

Article 7

Request for Establishment of an Arbitral Panel

1. The complaining Party that made a request for consultations under Article 5 of this Annex or good offices, conciliation or mediation as provided for in Article 6 of this Annex may request in writing the establishment of an Arbitral Panel if:

- (a) the Party complained against does not comply with the periods of time in accordance with paragraph 3 or 4 of Article 5 of this Annex;
- (b) the disputing Parties jointly consider that consultations under Article 5 of this Annex have failed to settle the dispute within 75 (seventy five) days or in cases of urgency, including those regarding perishable goods within 30 (thirty) days, from the date of receipt of the request for consultations referred to in paragraph 3 of Article 5 of this Annex; or
- (c) the Party complained against fails to comply with the mutually agreed solution elaborated during consultations under Article 5 of this Annex.

2. The request for the establishment of an Arbitral Panel shall be made in writing to the Party complained against through its contact point designated in accordance with

Article 27 (Contact Points) of this Agreement and the Joint Committee should be informed on the submission of such a request. The complaining Party shall identify in its request the specific measure at issue and explain how such measure constitutes a breach of the covered provisions in a manner sufficient to present the factual and legal basis for the complaint clearly. The Party complained against shall immediately acknowledge receipt of the request by way of notification to the complaining Party indicating the date on which the request was received and the Joint Committee should be informed on the receipt of such a request.

3. Unless the disputing Parties agree otherwise within 20 (twenty) days from the date of receipt of the request for the establishment of an Arbitral Panel, the terms of reference of an Arbitral Panel shall be:

“To examine, in the light of the relevant provisions of the Interim Trade Agreement between the Eurasian Economic Union and its Member States, of the one part, and Mongolia, of the other part, the matter referred to in the request for the establishment of an Arbitral Panel pursuant to Article 7 of Annex 4 to this Agreement, to rule on the conformity of the measure in question with the provisions referred to in Article 3 of Annex 4 to this Agreement and to make findings of facts, the applicability of relevant provisions and the basic rationale for any findings and recommendations and to deliver a report in accordance with Article 12 of Annex 4 to this Agreement”.

If the disputing Parties agree on other terms of reference of an Arbitral Panel, they shall notify the agreed terms of reference to an Arbitral Panel within the time period set out in this paragraph.

4. In cases of urgency, including those concerning perishable goods, the disputing Parties shall make every effort to accelerate the establishment of an Arbitral Panel to the greatest extent possible.

Article 8

Composition and Establishment of an Arbitral Panel

1. An Arbitral Panel shall consist of three (3) arbitrators.

2. Within 60 (sixty) days from the receipt of the request to establish an Arbitral Panel by the Party complained against each disputing Party shall appoint an arbitrator.

All arbitrators shall:

- (a) have expertise and/or experience in law, international trade, other matters covered by this Agreement, or the resolution of disputes arising under international trade agreements;

- (b) be chosen strictly on the basis of objectivity, impartiality, reliability and sound judgment;
- (c) be independent of, and not be affiliated with or take instructions from any disputing Party;
- (d) serve in their individual capacities and not take instructions from any organisation or government, or be affiliated with the government of any of the disputing Parties;
- (e) disclose to the disputing Parties any information which may give rise to justifiable doubts as to their independence or impartiality inter alia direct or indirect conflicts of interest in respect of the matter at hand;
- (f) be nationals of states having diplomatic relations both with Mongolia and the Member States of the Eurasian Economic Union; and
- (g) not have dealt with the dispute previously in any capacity, including in accordance with Article 6 of this Annex.

3. Within 15 (fifteen) days of the appointment of the second arbitrator, the appointed arbitrators shall choose by mutual agreement the Chair of an Arbitral Panel who shall not fall under any of the following disqualifying criteria:

- (a) being a national of a Member State of the Eurasian Economic Union or Mongolia; or
- (b) having permanent place of residence in the territory of a Member State of the Eurasian Economic Union or Mongolia.

4. If the necessary appointments have not been made within the periods of time specified in paragraphs 2 and 3 of this Article, either disputing Party may, unless otherwise agreed by the disputing Parties, invite the President of the International Court of Justice (hereinafter referred to as "ICJ") to be the appointing authority. In case the President of the ICJ is a national of a Member State of the Eurasian Economic Union or Mongolia or is incapable to realize this appointing function, the Vice-President of the ICJ or the officer next in seniority who is not a national of a Member State of the Eurasian Economic Union or Mongolia and who is capable to realize this appointing function shall be requested to make the necessary appointments.

5. If an arbitrator appointed under this Article during dispute settlement procedures, resigns or becomes unable to act, a successor arbitrator shall be appointed within 15 (fifteen) days in accordance with the procedure prescribed for in paragraph 2 of this Article and the successor shall have all the powers and duties of the original arbitrator. Any period of time applicable to the proceeding shall be suspended beginning on the date when the arbitrator resigns or becomes unable to act and ending on the date when a replacement is selected.

6. The date of establishment of the Arbitral Panel shall be the date on which the Chair of the Arbitral Panel accepted the appointment.

Article 9

Functions of an Arbitral Panel

1. The function of an Arbitral Panel established pursuant to Article 8 of this Annex shall be the following:

- (a) to make an objective assessment of the matter before it, including an objective examination of the facts of the case, the applicability of the provisions of this Agreement cited by the disputing Parties and whether the Party complained against has failed to carry out its obligations under this Agreement;
- (b) to set out, in its decisions and reports, the findings of facts, the basic rationale behind any findings and rulings necessary for the resolution of the dispute referred to it as it deems appropriate;
- (c) to consult the disputing Parties regularly and provide adequate opportunities for the development of a mutually agreed solution to the dispute;
- (d) to determine at the request of a disputing Party the conformity of any implementing measures and/or relevant suspension of benefits with its final report.

2. An Arbitral Panel established under this Annex shall interpret the provisions of this Agreement in accordance with customary rules of interpretation of public international law. The reports and rulings of the Arbitration Panel cannot add to or diminish the rights and obligations of the Parties provided in the provisions referred to in this Agreement.

Article 10

Proceedings of an Arbitral Panel

1. An Arbitral Panel proceedings shall be conducted in accordance with the provisions of this Article.

2. Subject to paragraph 1 of this Article, an Arbitral Panel shall regulate its own rules, and procedures in relation to the rights of the disputing Parties to be heard and its deliberations, in consultation with the disputing Parties. On the request of the disputing Parties or on its own initiative an Arbitral Panel may, after consultation with the disputing Parties, adopt additional rules and procedures which do not conflict with the provisions of this Article.

3. After consulting with the disputing Parties, an Arbitral Panel shall within 10 (ten) days after its establishment fix the timetable for an Arbitral Panel proceedings. In cases of urgency, including those involving perishable goods that rapidly lose their trade value, an Arbitral Panel and the Parties shall make every effort to accelerate the proceedings to the greatest extent possible. The timetable shall include precise deadlines for written submissions by the disputing Parties. Modifications to such timetable may be made by an Arbitral Panel in consultation with the disputing Parties.

4. Upon request of a disputing Party or on its own initiative, an Arbitral Panel may, at its discretion, seek information and/or advice on any scientific or technical matter from any person or body which it deems appropriate. Before an Arbitral Panel seeks such information and/or advice, it shall inform the disputing Parties. Any information and/or advice so obtained shall be submitted to the disputing Parties for comment. Where an Arbitral Panel takes the information and/or advice into account in the preparation of its report, it shall also take into account any comment by the disputing Parties on the information and/or advice. The information and/or advice shall be non-binding.

5. An Arbitral Panel shall make every effort to draft its procedural decisions, findings and rulings by consensus, provided that where an Arbitral Panel is unable to reach consensus such procedural decisions, findings and rulings may be made by majority vote. An Arbitral Panel shall indicate the different opinions of the arbitrators on matters not unanimously agreed in its report not disclosing which arbitrators are associated with majority or minority opinions.

6. The hearings of an Arbitral Panel shall be closed to the public, unless the disputing Parties agree otherwise.

7. The disputing Parties shall be given the opportunity to attend any of the presentations, statements or rebuttals in the proceedings. Any information provided or written submission made by a disputing Party to an Arbitral Panel, including any comment on the descriptive part of the initial report and response to the questions put by an Arbitral Panel, shall be made available to the other disputing Party.

8. The deliberations of an Arbitral Panel and the documents submitted to it shall be kept confidential. For its internal deliberations, an Arbitral Panel shall meet in closed session where only arbitrators take part. An Arbitral Panel may also permit its assistants to be present at its deliberations. The disputing Parties shall be present at the meetings only when invited by an Arbitral Panel to appear before it.

9. Nothing in this Annex shall preclude a disputing Party from disclosing statements of its own positions to the public. A disputing Party shall treat as confidential information submitted by the other disputing Party to an Arbitral Panel which that other disputing Party has designated as confidential. A disputing Party shall also, upon request of a Party, provide a non-confidential summary of the information contained in its written submissions that could be disclosed to the public.

10. The venue for hearings shall be decided by mutual agreement of the disputing Parties. If there is no agreement, the venue shall alternate between the capitals of the disputing Parties with the first hearing to be held in the capital of the Party complained against. If the Eurasian Economic Union acts as a disputing Party in accordance with the provisions of this Annex, the respective alternate hearings shall be held in Moscow, Russian Federation.

Article 11

Suspension and Termination of Proceedings

1. The Arbitral Panel shall, upon the joint request of the disputing Parties, suspend its work at any time for a period not exceeding 12 (twelve) consecutive months from the date of receipt of such joint request. In such event, the disputing Parties shall jointly notify, in writing, the Chair of the Arbitral Panel and the Joint Committee shall be informed on such notification. Within this period, either disputing Party may authorize the Arbitral Panel to resume its work by notifying, in writing, the Chair of the Arbitral Panel and the other disputing Party. If the work of the Arbitral Panel has been continuously suspended for more than 12 (twelve) months, the authority for the establishment of the Arbitral Panel shall lapse (and the dispute settlement procedure shall be terminated) unless the disputing Parties otherwise agree. In the event of a suspension of the work of the Arbitral Panel, the relevant time periods under this Annex shall be extended by the same period of time for which the work of the Arbitral Panel was suspended.

2. The Arbitral Panel proceedings shall be terminated upon the joint request of the disputing Parties at any time before the issuance of the final report of the Arbitration Panel. In such event, the disputing Parties shall jointly notify the Chair of the Arbitral Panel and the Joint Committee shall be informed on such notification.

Article 12

Reports of the Arbitral Panel

1. The reports of the Arbitral Panel shall be drafted without the presence of the disputing Parties and shall be based on the relevant provisions of this Agreement, the submissions and arguments of the disputing Parties and any information and/or advice provided to it in accordance with paragraph 4 of Article 10 of this Annex.

2. The Arbitral Panel shall issue its initial report within 90 (ninety) days, or 60 (sixty) days in cases of urgency, including those concerning perishable goods, from the date of establishment of the Arbitral Panel. The initial report shall contain, inter alia, both the descriptive sections and the Arbitral Panel's findings of facts, the applicability of the relevant provisions, the basic rationale behind any findings, recommendations that it makes and conclusions.

3. In exceptional circumstances, if the Arbitral Panel considers it cannot issue its initial report within the periods of time specified in paragraph 2 of this Article, the Chair of the Arbitral Panel shall notify, in writing, the disputing Parties of the reasons for the delay together with an estimate of the period within which it will issue its initial report and the Joint Committee shall be informed on such notification. Any delay shall not exceed a further period of 30 (thirty) days unless the disputing Parties agree otherwise.

4. Any disputing Party may submit written comment on the initial report to the Arbitral Panel within 15 (fifteen) days of its receipt unless the disputing Parties agree otherwise. Such written comment may be subject for comments of the other disputing Party that shall be provided within 6 (six) days of its receipt. If no comments are received from any disputing Party within the comment period, the interim report shall be considered as the final report.

5. After considering any written comment submitted by the disputing Parties on the initial report and making any further examination, the Arbitral Panel shall present to the disputing Parties its final report containing a ruling on the dispute and an original award within 30 (thirty) days of issuance of the initial report, unless the disputing Parties agree otherwise. In cases of urgency, including those involving perishable goods, the Arbitral Panel shall make every effort to present its final report within 15 (fifteen) days of issuance of the initial report, unless the disputing Parties agree otherwise.

6. When the Arbitral Panel considers that this deadline cannot be met, the Chair of the Arbitral Panel shall notify the disputing Parties in writing, stating the reasons for the delay and the date on which the Arbitral Panel plans to deliver its final report.

The Arbitral Panel shall, under no circumstances, deliver its final report later than 150 (one hundred fifty) days or 80 (eighty) days in cases of urgency, including those concerning perishable goods, from the date of establishment of the Arbitral Panel.

7. If in its final report, the Arbitral Panel finds that a measure of Party complained against does not conform with this Agreement, it shall include in its findings and ruling a recommendation to remove the non-conformity.

8. The disputing Parties shall publicly release the final report of the Arbitral Panel within 15 (fifteen) days from the date of its receipt, subject to the protection of confidential information, unless any disputing Party objects. In this case the final report shall still be released for all Parties to this Agreement 7 (seven) days after the report is presented to the disputing Parties.

9. The decisions and reports of the Arbitral Panel shall be accepted unconditionally by the Parties. They shall not create any rights or obligations with respect to natural or legal persons. The ruling of the Arbitral Panel is without appeal.

Article 13

Request for Clarifications

1. Within 10 (ten) days after the date of receipt of the final report, a disputing Party may submit a written request to the Arbitral Panel for clarification of any determinations or recommendations in the final report that the disputing Party considers ambiguous. The Arbitral Panel shall respond to the request within 10 (ten) days after the date of receipt of such request.

2. The submission of a request pursuant to paragraph 1 of this Article shall not affect the time periods referred to in Article 14 and Article 17 of this Annex unless the Arbitral Panel decides otherwise.

Article 14

Implementation of the Ruling

1. The disputing Parties shall take all necessary measures to comply with the ruling of the Arbitral Panel without undue delay.

2. Within 30 (thirty) days from the receipt of the final report of the Arbitral Panel, the Party complained against shall notify the complaining Party of the following:

- (a) the measures it intends to implement in order to comply with obligation stipulated in paragraph 1 of this Article; and

- (b) the period of time required to comply with the final ruling of the Arbitral Panel.

The Joint Committee shall be informed on such notification.

Article 15

Reasonable Period of Time

1. If immediate compliance with the ruling of the Arbitral Panel is not possible, the disputing Parties shall endeavor to mutually agree on the length of the reasonable period of time to comply with the final report of the Arbitral Panel.
2. In case of disagreements between the disputing Parties on the proposed period of time for compliance pursuant to paragraph 2 (b) of Article 14 of this Annex, either disputing Party may request in writing the original Arbitral Panel to determine the length of the reasonable time period to comply with the ruling. Such request shall be notified simultaneously to the other disputing Party and the Joint Committee shall be informed on such request. The Arbitral Panel shall deliver its decision containing a determination of the reasonable period of time and the reasons for such determination to the disputing Parties within 30 (thirty) days from the date of receipt of the request.
3. When the Arbitral Panel considers that it cannot determine the reasonable period of time within the timeframe set in paragraph 2 of this Article, it shall inform the disputing Parties in writing of the reasons for the delay together with an estimate of the period within which it will issue its decision. Any delay shall not exceed a further period of 30 (thirty) days unless the disputing Parties agree otherwise.
4. The disputing Parties may at all times continue to seek mutually satisfactory resolution on the implementation of the final report of the Arbitral Panel.
5. The Party complained against shall notify the complaining Party in writing of any measure adopted to put an end to the non-compliance of its obligations under this Agreement and to comply with the Arbitral Panel ruling at least 30 (thirty) days before the expiry of the reasonable period of time. The Joint Committee shall be informed on such notification.
6. The disputing Parties may agree to extend the reasonable period of time.

Article 16

Compliance Review

1. In the event that there is a disagreement between the disputing Parties concerning consistency of any measure taken to comply with the final report of the Arbitral Panel where practicable immediately or within the reasonable period of time as determined pursuant to Article 15 of this Annex the complaining Party may request in writing the original Arbitral Panel to rule on the matter.

2. The request to the Arbitral Panel under paragraph 1 of this Article may only be made after the earlier of:

- (a) the expiry of the reasonable period of time as determined under Article 15 of this Annex; or
- (b) a notification to the complaining Party by the Party complained against that it has complied with the obligation under paragraph 1 of Article 14 of this Annex, including a description of how the Party complained against has complied with such obligation.

The request shall identify any measure at issue and shall explain how that measure constitutes a breach of the covered provisions in a manner sufficient to present the legal basis for the complaint clearly.

3. The Arbitral Panel shall make an objective assessment of the matter before it, including an objective assessment of:

- (a) the factual aspects of any implementation action taken by the Party complained against; and
- (b) whether the Party complained against has complied with the obligation under paragraph 1 of Article 14 of this Annex.

4. The Arbitral Panel shall deliver its decision to the disputing Parties within 30 (thirty) days of the date of receipt of the request under paragraph 1 of this Article. The report shall contain the determination of the Arbitral Panel and the reasons for its determination.

5. When the Arbitral Panel considers that it cannot provide its report within time frame specified in paragraph 4 of this Article, it shall inform the disputing Parties in writing of the reasons for the delay together with an estimate of the period within which it will submit its report. Any delay shall not exceed a further period of 30 (thirty) days unless the disputing Parties agree otherwise.

6. In the event that any arbitrator of the original Arbitral Panel is no longer available, the procedures set out in Article 8 of this Annex shall apply.

Article 17**Temporary Remedies in Case of Non-Compliance**

1. If the Party complained against does not comply with the ruling of the Arbitral Panel where practicable immediately or within the reasonable period of time determined pursuant to Article 15 of this Annex or:

- (a) fails to deliver a notification of any measure taken to comply within the deadline referred to in Article 14 of this Annex or before the date of expiry of the reasonable period of time;
- (b) notifies the complaining Party that it does not intend to comply with the ruling of the Arbitral Panel; and/or
- (c) if the original Arbitral Panel determines that the Party complained against did not comply with the ruling of the Arbitral Panel in accordance with Article 14 of this Annex,

the Party complained against shall, if so requested by the complaining Party, enter into consultations with a view to agreeing on a mutually acceptable temporary compensation. If no such agreement has been reached within 20 (twenty) days from the receipt of the request, the complaining Party shall be entitled, upon written notification to the Party complained against, to suspend concessions or other benefits granted under this Agreement in respect of the Party complained against but only equivalent to those affected by the measure that the Arbitral Panel has found not to be in conformity with this Agreement. Such notification shall be made at least 30 (thirty) days before the date on which the suspension is due to take effect. The Joint Committee shall be informed of such notification.

2. In considering which benefits to suspend, the complaining Party should first seek to suspend concessions or other obligations granted under this Agreement in the same sector or sectors as that affected by the measure that the Arbitral Panel has found not to be in conformity with this Agreement. If the complaining Party considers that it is not practicable or effective to suspend concessions or other obligations granted under this Agreement in the same sector or sectors it may suspend concessions or other obligations granted under this Agreement in other sectors.

3. Within 15 (fifteen) days from the receipt of such notification, the Party complaint against may request the original Arbitral Panel to rule on whether the concessions or other benefits granted under this Agreement which the complaining Party intends to suspend are equivalent to those affected by the measure found not to be in conformity with this Agreement, and whether the proposed suspension is in accordance with paragraphs 1 and 2 of this Article. The ruling of the Arbitral Panel shall be given within 30 (thirty) days from the receipt

of such request and shall be accepted unconditionally by the Parties. Benefits shall not be suspended until the Arbitral Panel has issued its ruling.

4. The suspension of the concessions or other obligations granted under this Agreement shall be temporary and be applied by the complaining Party, only until:

- (a) any measure taken to comply which the final report of the Arbitral Panel has found to be inconsistent with the covered provisions has been withdrawn or amended so as to bring the Party complained against into conformity with those provisions;
- (b) the Arbitral Panel decides that the compliance measure is compatible with the award and with the provisions of this Agreement; or
- (c) the Parties have otherwise settled the dispute or reached mutually agreed solution.

5. Upon request of a disputing Party, the original Arbitral Panel shall rule on the conformity with its final report of any implementing measure adopted after the suspension of concessions or other obligations granted under this Agreement and, in light of such rulings, whether the suspension of benefits should be terminated or modified. The rulings of the Arbitral Panel shall be made within 30 (thirty) days from the date of the receipt of such request.

Article 18

General Provisions

All notifications, requests and replies made pursuant to this Annex shall be in writing.

Article 19

Mutually Agreed Solution

1. The disputing Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 3 of this Annex.

2. If a mutually agreed solution is reached during the Arbitral Panel or mediation procedure, the disputing Parties shall jointly notify that solution Chair of the Arbitral Panel or the mediator, respectively and the Joint Committee shall be informed on such notification. Upon such notification, the Arbitral Panel or the mediation procedure shall be terminated.

3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.

4. No later than at the expiry of the agreed time period the implementing Party shall inform the other Party, in writing, of any measure that it has taken to implement the mutually agreed solution.

Article 20 **Time Limits**

All time limits laid down in this Annex, shall be counted in calendar days, from the day (when a notice, notification, communication or proposal is received) following the act or fact to which they refer unless otherwise specified. If the last day of such period is an official holiday or a non-work day in the Party of the addressee, the period is extended until the first work day which follows. Official holidays or non-work days occurring during the running of the period of time are included in calculating the period.

Any time limit referred to in this Annex may be modified by mutual agreement of the disputing Parties.

The Arbitral Panel may at any time propose to the disputing Parties to modify any time limit referred to in this Annex, stating the reasons for the proposal.

Article 21 **Remuneration and Expenses**

1. Unless the disputing Parties agree otherwise:

- (a) each disputing Party shall bear the costs of its appointed arbitrator, its own expenses and legal costs derived from the participation in the Arbitral Panel or mediation procedure; and
- (b) the costs of the Chair of the Arbitral Panel, the mediator and other expenses associated with the conduct of the Arbitral Panel proceedings shall be borne in equal parts by the disputing Parties.

2. Upon request of a disputing Party, the Arbitral Panel may decide on the expenses referred to in subparagraph (b) of paragraph 1 of this Article taking into account the particular circumstances of the case.

Article 22 **Language**

1. All proceedings pursuant to this Annex shall be conducted in the English language.

2. Any documents submitted for use in the proceedings pursuant to this Annex shall be in the English language. If any original document is not in the English language, the disputing Party submitting it shall provide an English language translation of such document.