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**DIGITAL ECONOMY PARTNERSHIP AGREEMENT (“DEPA”) BETWEEN
SINGAPORE, CHILE & NEW ZEALAND**

Note: This text does not represent the final views of the Parties and remains subject to change.

The Parties to this Agreement, resolving to:

ACKNOWLEDGE the importance of the digital economy and that ongoing economic success depends on our combined ability to harness technological advances to improve existing businesses, create new products and markets, and enhance daily life;

RECOGNISE the value of the Internet and its open architecture as an enabler of the global digital economy and catalyst for innovation;

RECOGNISE the role of standards, in particular open standards, in facilitating interoperability between digital systems and enhancing value-added products and services;

RECALL the Sustainable Development Goals in the United Nations 2030 Agenda for Sustainable Development, particularly Goal 8 and Goal 9;

ACKNOWLEDGE the importance of the digital economy in promoting inclusive economic growth;

RECOGNISE the need to harness the benefits of advanced technologies for all;

ACKNOWLEDGE the need to identify the growing range of barriers that relate to trade in the digital economy and the need to update global rules in response;

ACKNOWLEDGE that the digital economy is evolving and therefore the Agreement and its rules and cooperation must also continue to evolve;

CONSIDER that effective domestic coordination of digital economy policies can further contribute to achieve sustainable economic growth;

RECOGNISE our interdependence on matters relating to the digital economy and, as leading online economies, our shared interest in protecting critical infrastructure and ensuring a safe and reliable Internet that supports innovation and economic and social development;

AFFIRM a commitment to partnership cooperation on matters relating to the digital economy;

RECOGNISE their inherent right to regulate and resolve to preserve the flexibility of the Parties to set legislative and regulatory priorities, safeguard public welfare, and protect legitimate public policy objectives;

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REAFFIRM the importance of promoting corporate social responsibility, cultural identity and diversity, environmental protection and conservation, gender equality, indigenous rights, labour rights, inclusive trade, sustainable development and traditional knowledge, as well as the importance of preserving their right to regulate in the public interest;

have jointly agreed as follows:

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MODULE 1

INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1: Relation to Other Agreements

1. Recognising the Parties' intention for this Agreement to coexist with their existing international agreements, each Party affirms:
 - (a) in relation to existing international agreements to which all Parties are party, including the WTO Agreement, its existing rights and obligations with respect to the other Parties; and
 - (b) in relation to existing international agreements to which that Party and at least one other Party are party, its existing rights and obligations with respect to that other Party or Parties, as the case may be.
2. If a Party considers that a provision of this Agreement is inconsistent with a provision of another agreement to which it and at least one other Party are party, on request, the relevant Parties to the other agreement shall consult with a view to reaching a mutually satisfactory solution. This paragraph is without prejudice to a Party's rights and obligations under Module 15 (Dispute Settlement).¹

Article 1.2: Scope

1. This Agreement shall apply to measures adopted or maintained by a Party that affect trade in the digital economy.
2. This Agreement shall not apply:
 - (a) Except for Article 8.3 (Government Procurement), to government procurement;
 - (b) To a service supplied in the exercise of governmental authority; or
 - (c) Except for Article 9.4 (Open Government Data), to information held or processed by or on behalf of a Party, or measures related to that information, including measures related to its collection.
 - (d) Except for Article 2.7 (Electronic Payments), to financial services.

Article 1.3: Disclosure of Information

Nothing in this Agreement shall be construed to require a Party to furnish or allow access to information, the disclosure of which would be contrary to its law or would impede

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

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law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private.

Article 1.4: Confidentiality

Where a Party provides information to another Party in accordance with this Agreement and designates the information as confidential, the other Party shall maintain the confidentiality of the information. Such information shall be used only for the purposes specified, and shall not otherwise be disclosed without the specific permission of the Party providing the information, except to the extent that it may be required to be disclosed by its law or in the context of judicial proceedings.

Article 1.5: General Definitions [These definitions will be considered during legal verification]

For the purposes of this Agreement, unless otherwise provided in this Agreement:

Agreement means the Digital Economy Partnership Agreement;

APEC means Asia-Pacific Economic Cooperation;

Committee means the joint committee established under Module 12 (Joint Committee and Contact Points);

customs duty includes any duty or charge of any kind imposed on or in connection with the importation of a good, and any surtax or surcharge imposed in connection with such importation, but does not include any:

- (a) charge equivalent to an internal tax imposed consistently with Article III:2 of GATT 1994;
- (b) fee or other charge in connection with the importation commensurate with the cost of services rendered; or
- (c) antidumping or countervailing duty;

days means calendar days;

enterprise means any entity constituted or organised under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including any corporation, trust, partnership, sole proprietorship, joint venture, association or similar organisation;

existing means in effect on the date of entry into force of this Agreement;

GATS means the *General Agreement on Trade in Services*, set out in Annex 1B to the WTO Agreement;

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GATT 1994 means the *General Agreement on Tariffs and Trade 1994*, set out in Annex 1A to the WTO Agreement;

goods means any merchandise, product, article or material;

financial services is as defined in subparagraph 5(a) of the Annex on Financial Services in GATS;

measure includes any law, regulation, procedure, requirement or practice;

open data means digital data that is made available with the technical and legal characteristics necessary for it to be freely used, reused, and redistributed. This definition relates only to information held or processed by or on behalf of a Party.

Party means any State or separate customs territory for which this Agreement is in force;

person means a natural person or an enterprise;

person of a Party means a national or an enterprise of a Party;

SME means a small and medium-sized enterprise, including a micro-sized enterprise;

territory has for each Party the meaning set out at Annex X (Party-Specific Definitions).

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MODULE 2

BUSINESS AND TRADE FACILITATION

Article 2.1: Definitions

For the purposes of this Module:

trade administration documents mean forms issued or controlled by a Party that must be completed by or for an importer or exporter in connection with the import or export of goods.

single window means a facility that allows Parties involved in a trade transaction to electronically lodge data and documents with a single entry point to fulfil all import, export and transit regulatory requirements.

electronic invoicing or e-invoicing is the automated creation, exchange and processing of request for payments between suppliers and buyers using a structured digital format.

electronic payments mean the payer's transfer of a monetary claim on a party acceptable to the payee made through electronic means.

electronic record means a record generated, communicated, received or stored by electronic means in an information system or for transmission from one information system to another;

open standard is a standard that is made available to the general public, developed or approved and maintained via a collaborative and consensus driven process, in order to facilitate interoperability and data exchange among different products or services and is intended for widespread adoption.

Article 2.2: Paperless Trading

1. Each Party shall make publicly available, which may include through a process prescribed by that Party, electronic versions of all existing publicly available trade administration documents.²

2. Each Party shall provide electronic versions of trade administration documents referred to in paragraph 1 in English or any of the other official languages of the WTO, and shall endeavour to provide such electronic versions in a machine readable format.

3. Each Party shall accept electronic versions of trade administration documents as the legal equivalent of paper documents, except where:

(a) there is a domestic or international legal requirement to the contrary; or

(b) doing so would reduce the effectiveness of the trade administration process.

² For greater certainty, electronic version of trade administration documents includes trade administration documents provided in a machine-readable format.

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4. Noting the obligations in the WTO Trade Facilitation Agreement, each Party shall establish or maintain a single window, enabling traders to submit documentation or data requirements for importation, exportation, or transit of goods through a single entry point to the participating authorities or agencies.

5. The Parties shall endeavour to establish or maintain a seamless, trusted, high-availability³ and secure interconnection of each Party's single window to facilitate the exchange of data relating to trade administration documents, which may include:

- (a) sanitary and phytosanitary certificates;
- (b) import and export data; and
- (c) any other documents, as jointly determined by the Parties⁴.

6. The Parties recognise the importance of facilitating, where relevant in each jurisdiction, the exchange of electronic records used in commercial trading activities between the Parties' businesses.

7. The Parties shall endeavour to develop data exchange systems to support the exchange of:

- (a) data relating to trade administration documents referred to in paragraph 5 between the competent authorities of each Party;⁵ and
- (b) electronic records used in commercial trading activities between the Parties' businesses, where relevant in each jurisdiction.

8. The Parties recognise that the data exchange systems referred to in paragraph 7 should be compatible and interoperable with each other. To this end, the Parties recognise the role of internationally recognised and, if available, open standards in the development and governance of the data exchange systems.

9. The Parties shall cooperate and collaborate on new initiatives which promote and advance the use and adoption of the data exchange systems referred to in paragraph 7, including, but not limited to, through:

- (a) sharing of information and experiences, including the exchange of best practices, in the area of development and governance of the data exchange systems; and

³ High availability refers to the ability of a single window to continuously operate. It does not prescribe a specific standard of availability.

⁴ The Parties shall provide public access to the list of documents referred to in subparagraph (c) and make this information available online.

⁵ The Parties recognise that the data exchange systems referred to in paragraph 7 may refer to the single window referred to in paragraph 5.

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- (b) collaboration on pilot projects in the development and governance of data exchange systems.

10. The Parties shall cooperate bilaterally and in international forums to enhance acceptance of electronic versions of trade administration documents and electronic records used in commercial trading activities between businesses.

11. In developing other initiatives which provide for the use of paperless trading, each Party shall endeavour to take into account the methods agreed by international organisations.

Article 2.3: Domestic Electronic Transactions Framework

1. Each Party shall maintain a legal framework governing electronic transactions consistent with the principles of:

- (a) the UNCITRAL Model Law on Electronic Commerce (1996); or
- (b) the *United Nations Convention on the Use of Electronic Communications in International Contracts*, done at New York, November 23, 2005.

2. Each Party shall endeavour to adopt the UNCITRAL Model Law on Electronic Transferable Records (2017).

3. Each Party shall endeavour to:

- (a) avoid any unnecessary regulatory burden on electronic transactions; and
- (b) facilitate input by interested persons in the development of its legal framework for electronic transactions.

Article 2.4: Logistics

1. The Parties recognise the importance of efficient cross border logistics which would help lower the cost and improve the speed and reliability of supply chains.

2. The Parties shall endeavour to share best practices and general information regarding the logistics sector, including but not limited to the following:

- (a) Last mile deliveries, including on-demand and dynamic routing solutions;
- (b) The use of electric, remote controlled and autonomous vehicles;
- (c) Facilitating the availability of cross-border options for the delivery of goods, such as federated lockers;
- (d) New delivery and business models on logistics.

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Article 2.5: Electronic Invoicing

1. The Parties recognise the importance of E-invoicing which increases the efficiency, accuracy and reliability of commercial transactions. The Parties also recognise the benefits of ensuring that the systems used for E-invoicing within their territory are interoperable with the systems used for E-invoicing in the other Parties' territories.
2. Each Party shall ensure that the implementation of measures related to e-invoicing in its jurisdiction is designed to support cross-border interoperability. For that purpose, Parties shall base their measures related to e-invoicing on international standards, guidelines or recommendations, where they exist.
3. The Parties recognise the economic importance of promoting the global adoption of interoperable e-invoicing systems. To this end, the Parties shall share best practices and collaborate on promoting the adoption of interoperable systems for e-invoicing.
4. The Parties agree to cooperate and collaborate on initiatives which promote, encourage, support or facilitate the adoption of e-invoicing by businesses. To this end, the Parties shall endeavour to:
 - (a) promote the existence of underlying infrastructure to support e-invoicing; and
 - (b) generate awareness of and build capacity for e-invoicing.

Article 2.6: Express Shipments

1. The Parties recognise that electronic commerce plays an important role in increasing trade. To this end, to facilitate trade of express shipments in electronic commerce, the Parties shall ensure that their respective customs procedures are applied in a manner that is predictable, consistent and transparent.
2. Each Party shall adopt or maintain expedited customs procedures for express shipments while maintaining appropriate customs control and selection. These procedures shall:
 - (a) provide for information necessary to release an express shipment to be submitted and processed before the shipment arrives;
 - (b) allow a single submission of information covering all goods contained in an express shipment, such as a manifest, through, if possible, electronic means;⁶
 - (c) to the extent possible, provide for the release of certain goods with a minimum of documentation;

⁶ For greater certainty, additional documents may be required as a condition for release.

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- (d) under normal circumstances, provide for express shipments to be released within six hours after submission of the necessary customs documents, provided the shipment has arrived; and
 - (e) apply to shipments of any weight or value recognising that a Party may require formal entry procedures as a condition for release, including declaration and supporting documentation and payment of customs duties, based on the good's weight or value.
3. If a Party does not provide the treatment in paragraphs 2 (a) through (e) to all shipments, that Party shall provide a separate⁷ and expedited customs procedure that provides that treatment for express shipments.
4. Each Party shall provide for a *de minimis* shipment value or dutiable amount for which customs duties will not be collected, aside from restricted or controlled goods, such as goods subject to import licensing or similar requirements.⁸ Each Party shall review the amount periodically taking into account factors that it may consider relevant, such as rates of inflation, effect on trade facilitation, impact on risk management, administrative cost of collecting duties compared to the amount of duties, cost of cross-border trade transactions, impact on SMEs or other factors related to the collection of customs duties.

Article 2.7: Electronic Payments⁹

1. Noting the rapid growth of electronic payments, in particular, those provided by new payment service providers, Parties agree to support the development of efficient, safe and secure cross border electronic payments by fostering the adoption and use of internationally accepted standards, promoting interoperability and the interlinking of payment infrastructures, and encouraging useful innovation and competition in the payments ecosystem.
2. To this end, and in accordance with their domestic legislation, Parties recognise the following principles:
- (a) Parties shall make regulations on electronic payments, including regulatory approval, licensing requirements, procedures and technical standards, publicly available in a timely manner.
 - (b) Parties agree to take into account internationally accepted payment standards to enable greater interoperability between payment systems.

⁷ For greater certainty, "separate" does not mean a specific facility or lane.

⁸ Notwithstanding this Article, a Party may assess customs duties, or may require formal entry documents, for restricted or controlled goods such as goods subject to import licensing or similar requirements.

⁹ For greater certainty, nothing in this Article shall be construed to impose an obligation on a Party to modify its domestic rules on payments, including, inter alia, the need to obtain licences or permits or the approval of access applications.

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- (c) Parties agree to promote the use of Application Programming Interface (API) and to encourage financial institutions and payment service providers to make available APIs of their financial products, services and transactions to third party players where possible to facilitate greater interoperability and innovation in the electronic-payments ecosystem.
- (d) Parties shall endeavour to enable cross-border authentication and electronic know-your- customer of individuals and businesses using digital identities;
- (e) Parties recognise the importance of upholding safety, efficiency, trust and security in electronic payment systems through regulation. The implementation of regulation should where appropriate be proportionate to and commensurate with the risks posed by the provision of electronic payment systems.
- (f) Parties agree policies should promote innovation and competition in a level playing field and recognise the importance of enabling the introduction of new financial and electronic payment products and services by incumbents and new entrants in a timely manner such as through adopting regulatory and industry sandboxes.

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MODULE 3

TREATMENT OF DIGITAL PRODUCTS AND RELATED ISSUES

Article 3.1: Definitions

For the purposes of this Module:

digital product means a computer programme, text, video, image, sound recording or other product that is digitally encoded, produced for commercial sale or distribution, and that can be transmitted electronically;^{10,11}

electronic transmission or **transmitted electronically** means a transmission made using any electromagnetic means, including by photonic means

Article 3.2: Customs Duties

1. No Party shall impose customs duties on electronic transmissions, including content transmitted electronically, between a person of one Party and a person of another Party.
2. For greater certainty, paragraph 1 shall not preclude a Party from imposing internal taxes, fees or other charges on content transmitted electronically, provided that such taxes, fees or charges are imposed in a manner consistent with this Agreement.

Article 3.3: Non-Discriminatory Treatment of Digital Products

The Parties affirm their level of commitments relating to Non-Discriminatory Treatment of Digital Products, for example:

1. No Party shall accord less favourable treatment to digital products created, produced, published, contracted for, commissioned or first made available on commercial terms in the territory of another Party, or to digital products of which the author, performer, producer, developer or owner is a person of another Party, than it accords to other like digital products.¹²
2. Paragraph 1 shall not apply to the extent of any inconsistency with a Party's rights and obligations concerning intellectual property contained in another international agreement a Party is party to.
3. The Parties understand that this Article does not apply to subsidies or grants provided by a Party, including government-supported loans, guarantees and insurance.

¹⁰ For greater certainty, digital product does not include a digitised representation of a financial instrument, including money

¹¹ The definition of digital product should not be understood to reflect a Party's view on whether trade in digital products through electronic transmission should be categorised as trade in services or trade in goods

¹² For greater certainty, to the extent that a digital product of a non-Party is a "like digital product", it will qualify as an "other like digital product" for the purposes of this paragraph.

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4. This Article shall not apply to broadcasting.

Article 3.4. Information and Communication Technology Products that Use Cryptography

The Parties affirm their level of commitments relating to Information and Communication Technology Products that Use Cryptography, for example:

1. This section shall apply to information and communication technology (ICT) products that use cryptography.¹³
2. For the purposes of this section:

cryptography means the principles, means or methods for the transformation of data in order to hide its information content, prevent its undetected modification or prevent its unauthorised use; and is limited to the transformation of information using one or more secret parameters, for example, crypto variables, or associated key management;

encryption means the conversion of data (plaintext) into a form that cannot be easily understood without subsequent re-conversion (ciphertext) through the use of a cryptographic algorithm;

cryptographic algorithm or **cipher** means a mathematical procedure or formula for combining a key with plaintext to create a ciphertext; and

key means a parameter used in conjunction with a cryptographic algorithm that determines its operation in such a way that an entity with knowledge of the key can reproduce or reverse the operation, while an entity without knowledge of the key cannot.

3. With respect to a product that uses cryptography and is designed for commercial applications, no Party shall impose or maintain a technical regulation or conformity assessment procedure that requires a manufacturer or supplier of the product, as a condition of the manufacture, sale, distribution, import or use of the product, to:
 - (a) transfer or provide access to a particular technology, production process or other information, for example, a private key or other secret parameter, algorithm specification or other design detail, that is proprietary to the manufacturer or supplier and relates to the cryptography in the product, to the Party or a person in the Party's territory;
 - (b) partner with a person in its territory; or

¹³ For greater certainty, for the purposes of this section, a "product" is a good and does not include a financial instrument.

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- (c) use or integrate a particular cryptographic algorithm or cipher, other than where the manufacture, sale, distribution, import or use of the product is by or for the government of the Party.
4. Paragraph 3 shall not apply to:
- (a) Requirements that a Party adopts or maintains relating to access to networks that are owned or controlled by the government of that Party, including those of central banks; or
 - (b) measures taken by a Party pursuant to supervisory, investigatory or examination authority relating to financial institutions or markets.
5. For greater certainty, this Section shall not be construed to prevent a Party's law enforcement authorities from requiring service suppliers using encryption they control to provide, pursuant to that Party's legal procedures, unencrypted communications.

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MODULE 4

DATA ISSUES

Article 4.1: Definitions

For the purposes of this Module:

personal information means any information, including data, about an identified or identifiable natural person;

computing facilities means computer servers and storage devices for processing or storing information for commercial use;

Article 4.2: Personal Information Protection

1. The Parties recognise the economic and social benefits of protecting the personal information of participants in the digital economy and the importance of such protection in enhancing confidence in the digital economy and development of trade.
2. To this end, each Party shall adopt or maintain a legal framework that provides for the protection of the personal information: of the users of electronic commerce and digital trade. In the development of its legal framework for the protection of personal information, each Party shall take into account principles and guidelines of relevant international bodies¹⁴.
3. The Parties recognise that the principles underpinning a robust personal information protection framework should include:
 - (a) Collection limitation;
 - (b) data quality;
 - (c) purpose specification;
 - (d) use limitation;
 - (e) security safeguards;
 - (f) transparency;
 - (g) individual participation; and
 - (h) accountability.

¹⁴ For greater certainty, a Party may comply with the obligation in this paragraph by adopting or maintaining measures such as a comprehensive privacy, personal information or personal data protection laws, sector-specific laws covering data protection or privacy, or laws that provide for the enforcement of voluntary undertakings by enterprises relating to data protection or privacy.

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4. Each Party shall adopt non-discriminatory practices in protecting users of electronic commerce from personal information protection violations occurring within its jurisdiction.
5. Each Party shall publish information on the personal information protections it provides to users of electronic commerce, including how:
 - (a) individuals can pursue remedies; and
 - (b) businesses can comply with any legal requirements.
6. Recognising that the Parties may take different legal approaches to protecting personal information, each Party shall pursue the development of mechanisms to promote compatibility and interoperability between these different regimes for protecting personal information. These mechanisms may include the recognition of regulatory outcomes, whether accorded autonomously or by mutual arrangement, or broader international frameworks or where practicable, appropriate recognition of comparable protection afforded by their respective legal frameworks, national trustmark or certification frameworks, or other avenues of transfer of personal information between the Parties.
7. The Parties shall exchange information on how the mechanisms in paragraph 6 are applied in their respective jurisdictions and explore ways to extend these or other suitable arrangements to promote compatibility and interoperability between them.
8. The Parties shall encourage adoption of data protection trustmarks by businesses that would help verify conformance to personal data protection standards and best practices.
9. The Parties shall exchange information on and share experiences on the use of data protection trustmarks, and shall endeavour to mutually recognise other Parties' data protection trustmarks as a valid mechanism to facilitate cross-border information transfers while protecting personal information.

Article 4.3: Cross-Border Transfer of Information by Electronic Means

The Parties affirm their level of commitments relating to Cross-Border Transfer of Information by Electronic Means, for example:

1. The Parties recognise that each Party may have its own regulatory requirements concerning the transfer of information by electronic means.
2. Each Party shall allow the cross-border transfer of information by electronic means, including personal information, when this activity is for the conduct of the business of a covered person.
3. Nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 2 to achieve a legitimate public policy objective, provided that the measure:

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- (a) is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade; and
- (b) does not impose restrictions on transfers of information greater than are required to achieve the objective.

Article 4.4: Location of Computing Facilities

The Parties affirm their level of commitments relating to Location of Computing Facilities, for example:

1. The Parties recognise that each Party may have its own regulatory requirements regarding the use of computing facilities, including requirements that seek to ensure the security and confidentiality of communications.
2. No Party shall require a covered person to use or locate computing facilities in that Party's territory as a condition for conducting business in that territory.
3. Nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 2 to achieve a legitimate public policy objective, provided that the measure:
 - (a) is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade; and
 - (b) does not impose restrictions on the use or location of computing facilities greater than are required to achieve the objective.

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MODULE 5

WIDER TRUST ENVIRONMENT

Article 5.1: Cybersecurity Cooperation

1. The parties have a shared vision to promote secure digital trade to achieve global prosperity and recognise that cybersecurity underpins the digital economy.
2. The Parties further recognise the importance of
 - (a) building the capabilities of their national entities responsible for computer security incident response; and
 - (b) using existing collaboration mechanisms to cooperate to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the Parties.
 - (c) workforce development in the area of cybersecurity, including possible initiatives relating to mutual recognition of qualifications, diversity and equality.

Article 5.2: Safety and Security Online

1. The Parties recognise that a safe and secure online environment supports the digital economy.
2. The Parties shall endeavour to cooperate to advance collaborative solutions to global issues affecting safety and security online. The Parties recognise the importance of taking a multi-stakeholder approach to addressing online safety and security issues.

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MODULE 6

BUSINESS AND CONSUMER TRUST

Article 6.1: Definitions

For the purposes of this Module:

unsolicited commercial electronic message means an electronic message which is sent for commercial or marketing purposes to an electronic address, without the consent of the recipient or despite the explicit rejection of the recipient, through an Internet access service supplier or, to the extent provided for under the laws and regulations of each Party, other telecommunications service.

Article 6.2: Unsolicited Commercial Electronic Messages

1. Each Party shall adopt or maintain measures regarding unsolicited commercial electronic messages that:
 - (a) require suppliers of unsolicited commercial electronic messages to facilitate the ability of recipients to prevent ongoing reception of those messages;
 - (b) require the consent, as specified according to the laws and regulations of each Party, of recipients to receive commercial electronic messages; or
 - (c) otherwise provide for the minimisation of unsolicited commercial electronic messages.
2. Each Party shall provide recourse against suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraph 1.
3. The Parties shall cooperate in appropriate cases of mutual concern regarding the regulation of unsolicited commercial electronic messages.

Article 6.3: Online Consumer Protection

1. The Parties recognise the importance of transparent and effective measures to protect consumers from fraudulent, misleading or deceptive conduct when they engage in electronic commerce.
2. The Parties recognise the importance of cooperation between their respective national consumer protection agencies or other relevant bodies on activities related to cross-border electronic commerce in order to enhance consumer welfare.
3. Each Party shall adopt or maintain laws or regulations against fraudulent, misleading or deceptive conduct that causes harm, or is likely to cause harm, to consumers engaged in

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online commercial activities. Such laws may include general contract or negligence law and may be civil or criminal in nature. “Fraudulent, misleading or deceptive conduct” includes:

- (a) making misrepresentations or false claims as to material qualities, price, suitability for purpose, quantity or origin of goods or services; or
- (b) advertising goods or services for supply without intention to supply; or
- (c) failing to deliver products or provide services to consumers after the consumers have been charged; or
- (d) charging or debiting consumers’ financial, telephone or other accounts without authorisation.

4. Each Party shall adopt or maintain laws or regulations that:

- (a) require, at the time of delivery, goods and services provided to be of acceptable and satisfactory quality, consistent with the supplier’s claims regarding the quality of the goods and services; and
- (b) provide consumers with appropriate redress when they are not.

5. Each Party shall make publicly available and easily accessible its consumer protection laws and regulations.

6. Each Party recognises the importance of improving awareness of, and access to, policies and procedures related to consumer protection including consumer redress mechanisms, including for consumers from one Party transacting with suppliers from another Party.

7. The Parties shall promote, as appropriate and subject to the laws and regulations of each Party, cooperation on matters of mutual interest related to misleading and deceptive conduct, including in the enforcement of their consumer protection laws, with respect to online commercial activities.

8. The Parties endeavour to explore the benefits of mechanisms, including alternative dispute resolution, to facilitate the resolution of claims over electronic commerce transactions.

Article 6.4: Principles on Access to and Use of the Internet

Subject to applicable policies, laws and regulations, the Parties recognise the benefits of consumers in their territories having the ability to:

- (a) Access and use services and applications of a consumer’s choice available on the Internet, subject to reasonable network management;¹⁵

¹⁵ The Parties recognise that an Internet access service supplier that offers its subscribers certain content on an exclusive basis would not be acting contrary to this principle

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- (b) Connect the end-user devices of a consumer's choice to the Internet provided that such devices do not harm the network; and
- (c) Access information on the network management practices of a consumer's Internet access service provider.

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MODULE 7

DIGITAL IDENTITIES

1. Recognising that cooperation of the Parties on digital identities, individual or corporate, will increase regional and global connectivity, and recognising that each Party may have different implementations of and legal approaches to digital identities, each Party shall endeavour to promote interoperability between their respective regimes. This may include:

- (a) appropriate frameworks to foster technical interoperability or common standards between each Party's implementation of digital identities;
- (b) comparable protection of digital identities afforded by each Party's respective legal frameworks, or the recognition of their legal and regulatory effects, whether accorded autonomously or by mutual agreement;
- (c) broader international frameworks; and
- (d) the exchange of knowledge and expertise on best practices relating to digital identity policies and regulations, technical implementation and security standards, and user adoption.

2. Nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 1 to achieve a legitimate public policy objective, provided that the measure is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on capital, trade and human flows.

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MODULE 8

EMERGING TRENDS AND TECHNOLOGIES

Article 8.1: Financial Technology Cooperation

Parties agree to promote co-operation between the financial technology (hereafter referred to as “Fintech”) industry in the Parties. The Parties recognise that effective cooperation regarding fintech will require involvement of businesses. To this end, Parties shall:

- (a) Promote co-operation between firms in the Fintech sector;
- (b) Promote development of Fintech solutions for business/financial sectors;
- (c) Encourage collaboration of entrepreneurship/start-up talent between the Parties in Fintech, consistent with the laws and regulations of the relevant Parties.

Article 8.2: Artificial Intelligence

1. The Parties recognise that the use and adoption of AI technologies have grown increasingly widespread in a digital economy. The Parties recognise the economic and social importance of developing ethical and governance frameworks for the trusted, safe, and responsible use of AI technologies. In view of the cross-border nature of the digital economy, the Parties further acknowledge the benefits of developing mutual understanding and ultimately ensuring that such frameworks are internationally aligned, in order to facilitate, as far as possible, the adoption and use of AI technologies across the Parties’ respective jurisdictions.

2. To this end, the Parties shall endeavour to promote the adoption of ethical and governance frameworks that support the trusted, safe, and responsible use of AI technologies (such frameworks will hereinafter be referred to as “**AI Governance Frameworks**”).

3. In adopting AI Governance Frameworks, the Parties shall endeavour that such AI Governance Frameworks take into consideration internationally-recognised principles or guidelines, including: explainability, transparency, fairness, and human-centered values.

Article 8.3: Government Procurement

1. The Parties recognise that the digital economy will have an impact on government procurement and reaffirm the importance of open, fair and transparent government procurement markets.

2. To this end, the Parties will undertake cooperation activities in relation to understanding how greater digitisation of procurement processes and goods and services impacts on existing and future international government procurement commitments.

Article 8.4: Cooperation on Competition Policy

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1. Recognizing that the Parties can benefit by sharing their experience in enforcing competition law and in developing and implementing competition policies to address the challenges that arise from the digital economy, the Parties shall consider undertaking mutually agreed technical cooperation activities, subject to available resources, including:
 - (a) exchanging information and experiences on development of competition policies in the digital markets;
 - (b) sharing best practices on promotion of competition in digital markets;
 - (c) providing advice or training, including through the exchange of officials, to assist a Party build necessary capacities to strengthen competition policy development and competition law enforcement in the digital markets.
2. Each Party shall cooperate, as appropriate, on issues of competition law enforcement in digital markets, including through notification, consultation and the exchange of information.
3. The Parties agree to cooperate in a manner compatible with their respective laws, regulations and important interests, and within their reasonably available resources.

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MODULE 9

INNOVATION AND THE DIGITAL ECONOMY

Article 9.1: Objectives

The Parties reaffirm the importance of technological innovation, creativity, and the transfer and dissemination of technology, being for the mutual advantage of producers and users of knowledge, as a means to achieve social and economic welfare.

Article 9.2: Public Domain

1. The Parties recognise the importance of a rich and accessible public domain.
2. The Parties also acknowledge the importance of informational materials, such as publicly accessible databases of registered intellectual property rights that assist in the identification of subject matter that has fallen into the public domain.

Article 9.3: Data Innovation

1. The Parties recognise that cross-border data flows and data sharing enable data-driven innovation. The Parties further recognise that innovation may be enhanced within the context of regulatory data sandboxes where data, including personal information¹⁶, is shared amongst businesses in accordance with the applicable domestic laws.
2. The Parties also recognise that data sharing mechanisms, such as trusted data sharing frameworks, and open licensing agreements, facilitate data sharing and promote its use in the digital environment to:
 - (a) Promote innovation and creativity;
 - (b) Facilitate the diffusion of information, knowledge, technology, culture and the arts; and
 - (c) Foster competition and open and efficient markets.
3. The Parties shall endeavour to collaborate on data-sharing projects and mechanisms, and proof of concepts for new uses of data, including data sandboxes, to promote data-driven innovation.

Article 9.4: Open Government Data

1. The Parties recognise that facilitating public access to and use of government information may foster economic and social development, competitiveness, and innovation.

¹⁶ For greater certainty, this does not affect Article 4.2 (Personal Information Protection).

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2. To the extent that a Party chooses to make government information, including data, available to the public, it shall endeavor to ensure that the information is made available as open data.
3. The Parties shall endeavor to cooperate to identify ways in which Parties can expand access to and use of open data, with a view to enhancing and generating business opportunities.
4. Cooperation under this Article may include activities such as:
 - (a) Jointly identifying sectors where open data sets, particularly those with global value, can be used to, among other things, facilitate technology transfer, talent formation and innovation.
 - (b) Encouraging the development of new products and services based on open data sets; and
 - (c) Fostering the use and develop open data licensing models in the form of standardized public licenses available online, which will allow open data to be freely accessed, used, modified and shared by anyone for any purpose permitted by local law, and which rely on open data formats.

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MODULE 10

SMALL AND MEDIUM ENTERPRISES COOPERATION

Article 10.1: General Principles

1. The Parties, recognizing the fundamental role of SMEs in maintaining dynamism and enhancing competitiveness in the digital economy, shall foster close cooperation on the digital economy between SMEs of the Parties and cooperate in promoting jobs and growth for SMEs.
2. The Parties recognise the integral role of the private sector in the SME cooperation to be implemented under this Module.

Article 10.2: Cooperation to Enhance Trade and Investment Opportunities for SMEs in the Digital Economy

With a view to more robust cooperation between the Parties to enhance trade and investment opportunities for SMEs in the digital economy, the Parties shall:

- (a) continue cooperation with the other Parties to exchange information and best practices in leveraging on digital tools and technology to improve SME access to capital and credit, SME participation in government procurement opportunities, and other areas that could help SMEs adapt to the digital economy; and
- (b) encourage participation by the Parties' SMEs in platforms that could help SMEs link with international suppliers, buyers, and other potential business partners.

Article 10.3: Information Sharing

1. Each Party shall establish or maintain its own free, publicly accessible website containing information regarding this Agreement, including:
 - (a) the text of this Partnership Agreement;
 - (b) a summary of this Agreement; and
 - (c) information designed for SMEs that contains:
 - (i) a description of the provisions in this Partnership Agreement that the Party considers to be relevant to SMEs; and
 - (ii) any additional information that would be useful for SMEs interested in benefitting from the opportunities provided by this Partnership Agreement.
2. Each Party shall include in its website links or information through automated electronic transfer to:
 - (a) the equivalent websites of the other Parties; and

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- (b) the websites of its own government agencies and other appropriate entities that provide information the Party considers useful to any person interested the implementation aspects of the Agreement.
3. The information described in paragraph 2(b) may include, but not limited to, the following areas:
- (a) customs regulations, procedures, or enquiry points;
 - (b) regulations concerning data flows and data privacy;
 - (c) innovation and data regulatory sandboxes;
 - (d) regulations or procedures concerning intellectual property rights;
 - (e) technical regulations, standards, or conformity assessment procedures related to digital trade;
 - (f) sanitary or phytosanitary measures relating to importation or exportation;
 - (g) trade promotion programs;
 - (h) government procurement opportunities; and
 - (i) SME financing programmes.
4. Each Party shall regularly review the information and links on the website referred to in paragraphs 2 and 3 to ensure the information and links are up-to-date and accurate.
5. To the extent possible, each Party shall make the information in this Article available in English.

Article 10.4: Digital SME Dialogue

1. The Parties shall convene a Digital SME Dialogue (the “Dialogue”) as decided by the Parties. The Dialogue may include private sector, non-government organizations, academic experts, and other stakeholders from each Party. Parties may also collaborate with other interested parties in convening this Dialogue.
2. The Dialogue shall promote the benefits of the Agreement for the Parties’ SME. The Dialogue shall also promote relevant collaboration efforts and initiatives between the Parties arising from the Agreement.
3. The Parties may consider organising the Dialogue on the sidelines, or as a part, of existing platforms that Parties are participants or members of (including APEC meetings, WTO

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Public Forum). This is to encourage inclusive participation by the Parties' stakeholders and increase outreach impact.

4. The Parties may consider relevant technical or scientific input, or other information arising from the Dialogue towards implementation efforts and further modernization of this Agreement for the benefit of the Parties' SMEs.

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MODULE 11

DIGITAL INCLUSION

1. The Parties acknowledge the importance of digital inclusion; that all people and businesses have what they need to participate in, contribute to, and benefit from the digital economy.
2. The Parties also recognise the importance of expanding and facilitating digital economy opportunities by removing barriers. This could include enhancing cultural and people-to-people links, including between Indigenous Peoples, and improving access for women, rural populations, and low socio-economic groups.
3. To this end, the Parties shall cooperate on matters relating to digital inclusion, including participation of women, rural populations, low socio-economic groups and Indigenous Peoples in the digital economy. Cooperation could include:
 - (a) sharing of experience and best practices, including exchange of experts, with respect to digital inclusion;
 - (b) promoting inclusive and sustainable economic growth, to help ensure that the benefits of the digital economy are more widely shared;
 - (c) addressing barriers in accessing digital economy opportunities;
 - (d) developing programs to promote participation of all groups in the digital economy;
 - (e) sharing methods and procedures for the collection of disaggregated data, the use of indicators, and the analysis of statistics related to participation in the digital economy; and
 - (f) other areas jointly decided by the Parties.
4. Cooperation activities relating to digital inclusion may be carried out through the coordination, as appropriate, of the Parties' respective agencies, companies, labour unions, civil society, academic institutions, and non-governmental organizations, among others.

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MODULE 12

JOINT COMMITTEE AND CONTACT POINTS

Article 12.1: Contact Points

1. Each Party shall designate an overall contact point to facilitate communications between the Parties on any matter covered by this Agreement, as well as other contact points as required by this Agreement.
2. Unless otherwise provided in this Agreement, each Party shall notify the other Parties in writing of its designated contact points no later than 60 days after the date of entry into force of this Agreement for that Party. A Party shall notify any Party for which this Agreement enters into force at a later date of its designated contact points, no later than 30 days after the date on which the other Party has notified its designated contact points.

Article 12.2: Establishment of the Joint Committee

1. The Parties hereby establish a Joint Committee (Committee) consisting of government representatives of each Party. Each Party shall be responsible for the composition of its delegation.
2. The Committee shall meet within one year of the date of entry into force of this Agreement and thereafter as mutually determined by the Parties. Meetings may be conducted in person, or by any other means as mutually determined by the Parties.

Article 12.3: Functions of the Committee

The Committee's functions shall be:

- (a) to consider any matter relating to the implementation or operation of this Agreement, including the establishment of subsidiary bodies and the terms of accession;
- (b) to consider any proposal to amend or modify this Agreement;
- (c) to consider ways to further enhance digital economy partnership between the Parties;
- (d) to develop arrangements for implementing this Agreement; and
- (e) to take any other action as Parties may agree.

Article 12.4: Decision-Making

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The Committee shall take decisions on matters within their functions by consensus, except as otherwise provided in this Agreement, or as otherwise decided by the Parties.¹⁷ Except as otherwise provided in this Agreement, the Committee or any subsidiary body shall be deemed to have taken a decision by consensus if no Party present at any meeting when a decision is taken objects to the proposed decision.

Article 12.5: Cooperation and Implementation of Agreement

1. The Parties shall cooperate in order to facilitate the implementation of this Agreement and to maximise the benefits arising from it. Cooperation activities shall take into consideration each Party's needs, and may include:
 - (a) information exchanges, dialogues or meetings between policy officials in agencies responsible for regulatory management of the Parties;
 - (b) information exchanges, dialogues or meetings between policy officials in regulatory agencies or regulators of the Parties;
 - (c) formal cooperation, such as mutual recognition, equivalence or harmonisation; and
 - (d) other activities that the Parties may agree to.
2. The Parties may set out the detailed arrangements of cooperation activities in Memorandums of Understanding.
3. At each meeting of the Committee, all parties shall report on its plans for and progress towards implementing this Agreement.
4. For greater certainty, in respect of all cooperation under this Agreement, the Parties commit themselves to providing, within the limits of their own capacities and through their own channels, the appropriate resources, including financial resources.

¹⁷ For greater certainty, any such decision on alternative decision-making by the Parties shall itself be taken by consensus.

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MODULE 13

EXCEPTIONS

Article 13.1: General Exceptions

1. For the purposes of this Agreement, Article XX of GATT 1994 and its interpretive notes are incorporated into and made part of this Agreement, *mutatis mutandis*.
2. The Parties understand that the measures referred to in Article XX(b) of GATT 1994 include environmental measures necessary to protect human, animal or plant life or health, and that Article XX(g) of GATT 1994 applies to measures relating to the conservation of living and non-living exhaustible natural resources.
3. For the purposes of this Agreement, Article XIV of GATS (including its footnotes) is incorporated into and made part of this Agreement, *mutatis mutandis*. The Parties understand that the measures referred to in Article XIV (b) of GATS include environmental measures necessary to protect human, animal or plant life or health.
4. For the purposes of this Agreement, subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between the Parties where like conditions prevail, or a disguised restriction on trade, nothing in this Agreement shall be construed to prevent the adoption or enforcement by a Party of measures necessary to protect national treasures or specific sites of historical or archaeological value, or to support creative arts¹⁸ of national value.

Article 13.2: Security Exceptions

Nothing in this Agreement shall be construed to:

- (a) require a Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests; or
- (b) preclude a Party from applying measures that it considers necessary for the fulfilment of its obligations with respect to the maintenance or restoration of international peace or security, or the protection of its own essential security interests.

Article 13.3: Treaty of Waitangi

1. Provided that such measures are not used as a means of arbitrary or unjustified discrimination against persons of the other Parties or as a disguised restriction on trade in goods, trade in services and investment, nothing in this Agreement shall preclude the adoption by New Zealand of measures it deems necessary to accord more favourable treatment to Maori

¹⁸ “Creative arts” include: the performing arts – including theatre, dance and music – visual arts and craft, literature, film and video, language arts, creative on-line content, indigenous traditional practice and contemporary cultural expression, and digital interactive media and hybrid art work, including those that use new technologies to transcend discrete art form divisions. The term encompasses those activities involved in the presentation, execution and interpretation of the arts; and the study and technical development of these art forms and activities.

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in respect of matters covered by this Agreement, including in fulfilment of its obligations under the Treaty of Waitangi.

2. The Parties agree that the interpretation of the Treaty of Waitangi, including as to the nature of the rights and obligations arising under it, shall not be subject to the dispute settlement provisions of this Agreement. Module 15 (Dispute Settlement) shall otherwise apply to this Article. A panel established under Module 15 (Dispute Settlement) may be requested to determine only whether any measure referred to in paragraph 1 is inconsistent with a Party's rights under this Agreement.

Article 13.4: Prudential Exception and Monetary and Exchange Rate Policy Exception¹⁹

1. Notwithstanding any other provisions of this Agreement, a Party shall not be prevented from adopting or maintaining measures for prudential reasons,²⁰ including for the protection of investors, depositors, policy holders, or persons to whom a fiduciary duty is owed by a financial institution or financial service supplier, or to ensure the integrity and stability of the financial system. If these measures do not conform with the provisions of this Agreement, they shall not be used as a means of avoiding the Party's commitments or obligations under those provisions.

2. Nothing in this Agreement shall apply to non-discriminatory measures of general application taken by any public entity in pursuit of monetary and related credit policies or exchange rate policies.

3. Notwithstanding Article 2.7 (Electronic Payments), a Party may prevent or limit transfers by a financial institution or cross-border financial service supplier to, or for the benefit of, an affiliate of or person related to such institution or supplier, through the equitable, non-discriminatory and good faith application of measures relating to maintenance of the safety, soundness, integrity, or financial responsibility of financial institutions or cross-border financial service suppliers. This paragraph does not prejudice any other provision of this Agreement that permits a Party to restrict transfers.

4. For greater certainty, nothing in this Agreement shall be construed to prevent a Party from adopting or enforcing measures necessary to secure compliance with laws or regulations that are not inconsistent with this Agreement, including those relating to the prevention of deceptive and fraudulent practices or to deal with the effects of a default on financial services contracts, subject to the requirement that such measures are not applied in a manner which

¹⁹ For greater certainty, regarding transfers that are linked or related to disciplines covered by this Agreement, Chile reserves the right of the Central Bank of Chile (Banco Central de Chile) to maintain or adopt measures in conformity with Law 18.840, Constitutional Organic Law of the Central Bank of Chile (Ley 18.840, Ley Orgánica Constitucional del Banco Central de Chile), and Decreto con Fuerza de Ley N° 3 de 1997, Ley General de Bancos (General Banking Act) and Ley 18.045, Ley de Mercado de Valores (Securities Market Law), in order to ensure currency stability and the normal operation of domestic and foreign payments. Such measures include, inter alia, the establishment of restrictions or limitations on current payments and transfers (capital movements) to or from Chile, as well as transactions related to them, such as requiring that deposits, investments or credits from or to a foreign country, be subject to a reserve requirement (encaje).

²⁰ The Parties understand that the term "prudential reasons" includes the maintenance of the safety, soundness, integrity, or financial responsibility of individual financial institutions or cross-border financial service suppliers as well as the safety, and financial and operational integrity of payment and clearing systems.

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would constitute a means of arbitrary or unjustifiable discrimination between Parties or between Parties and non-Parties where like conditions prevail, or a disguised restriction on investment in financial institutions or cross-border trade in financial services as covered by this Agreement.

Article 13.5: Taxation Exception

1. Except as provided in this Article, nothing in this Agreement shall apply to taxation measures.
2. Nothing in this Agreement shall affect the rights and obligations of either Party under any tax convention. In the event of any inconsistency between this Agreement and any such tax convention, that convention shall prevail to the extent of the inconsistency.

Article 13.6: Measures to Safeguard Balance of Payments

1. Where a Party is in serious balance of payments and external financial difficulties or under threat thereof, it may:
 - (a) in the case of trade in goods, in accordance with GATT 1994 and the WTO Understanding on the Balance-of-Payments Provisions of the General Agreement on Tariffs and Trade 1994, adopt restrictive import measures;
 - (b) in the case of services, in accordance with GATS, adopt or maintain restrictions on trade in services on which it has undertaken commitments, including on payments or transfers for transactions related to such commitments; and
 - (c) in the case of investments, adopt or maintain restrictions with regard to the transfer of funds related to investment, including those on capital account and the financial account.
2. Restrictions adopted or maintained under subparagraph 1(b) or 1(c) shall:
 - (a) be consistent with the *Articles of Agreement of the International Monetary Fund*;
 - (b) avoid unnecessary damage to the commercial, economic and financial interests of the other Party;
 - (c) not exceed those necessary to deal with the circumstances described in paragraph 1 of this Article;
 - (d) be temporary and be phased out progressively as the situation specified in paragraph 1 of this Article improves; and
 - (e) be applied on a national treatment basis and such that the other Party is treated no less favourably than any non-Party.

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3. In determining the incidence of such restrictions, the Parties may give priority to economic sectors which are more essential to their economic development. However, such restrictions shall not be adopted or maintained for the purpose of protecting a particular sector.
4. Any restrictions adopted or maintained by a Party under paragraph 1 of this Article, or any changes therein, shall be notified to the other Party within 30 days from the date such measures are taken.
5. The Party adopting or maintaining any restrictions under paragraph 1 of this Article shall commence consultations with the other Party within 90 days from the date of notification in order to review the measures adopted or maintained by it.

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MODULE 14

TRANSPARENCY

Article 14.1: Definitions

For the purposes of this Module:

Administrative ruling of general application means an administrative ruling or interpretation that applies to all persons and fact situations and that is relevant to the implementation of this Agreement but does not include:

- (a) a determination or ruling made in administrative or quasi-judicial proceedings that applies to a particular person, good, or service of another Party in a specific case; or
- (b) a ruling that adjudicates with respect to a particular act or practice.

Article 14.2: Publication

1. Each Party shall ensure that its laws, regulations, procedures, and administrative rulings of general application with respect to any matter covered by this Agreement are promptly published or otherwise made available²¹ in such a manner as to enable interested persons and Parties to become acquainted with them.
2. When possible, each Party shall:
 - (a) publish in advance any measure referred to in paragraph 1 that it proposes to adopt; and
 - (b) provide, where appropriate, interested persons and Parties with a reasonable opportunity to comment on such proposed measures.

Article 14.3: Administrative Proceedings

1. With a view to administering in a consistent, impartial, and reasonable manner all measures affecting matters covered by this Agreement, each Party shall ensure in its administrative proceedings applying measures referred to in Article 14.2(1) to particular persons, goods, or services of the other Parties in specific cases that:
 - (a) wherever possible, persons of another Party that are directly affected by a proceeding are provided reasonable notice, in accordance with domestic procedures, when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which the proceeding is initiated, and a general description of any issues in question;

²¹ Including through the internet or in print form.

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- (b) such persons are afforded a reasonable opportunity to present facts and arguments in support of their positions prior to any final administrative action, when time, the nature of the proceeding, and the public interest permit; and
- (c) its procedures are in accordance with domestic law.

Article 14.4: Review and Appeal

1. Each Party shall, where warranted, establish or maintain judicial, quasi-judicial, or administrative tribunals, or procedures for the purpose of the prompt review and correction of final administrative actions regarding matters covered by this Agreement, other than those taken for prudential reasons. Such tribunals shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.
2. Each Party shall ensure that, in any such tribunals or procedures, the Parties to the proceedings are provided with the right to:
 - (a) a reasonable opportunity to support or defend their respective positions; and
 - (b) a decision based on the evidence and submissions of record or, where required by domestic law, the record compiled by the administrative authority.
3. Each Party shall ensure, subject to appeal or further review as provided in its domestic law, that such decision shall be implemented by, and shall govern the practice of, the offices or authorities with respect to the administrative action at issue.

Article 14.5: Notification and Provision of Information

1. Where a Party considers that any proposed or actual measure might materially affect the operation of this Agreement or otherwise substantially affect another Party's interests under this Agreement, that Party shall notify the interested Party, to the extent possible, of the proposed or actual measure.
2. On request of another Party, a Party shall provide information and respond to questions pertaining to any actual or proposed measure, whether or not that other Party has been previously notified of that measure.
3. Any notification, request, or information under this Article shall be conveyed to the other Parties through their contact points.
4. Any notification or information provided under this Article shall be without prejudice as to whether the measure is consistent with this Agreement.

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MODULE 15

DISPUTE SETTLEMENT

Article 15.1: Objectives

1. The Parties shall at all times endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation and consultations to arrive at a mutually satisfactory resolution of any matter that might affect its operation.
2. The objective of this Module is to provide an effective, efficient and transparent process for consultations and settlement of disputes among the Parties concerning their rights and obligations under this Agreement.

Article 15.2: Scope

To the extent provided in this Agreement, the dispute settlement provisions of this Module shall apply:

- (a) with respect to the avoidance or settlement of disputes between the Parties regarding the interpretation or application of this Agreement; or
- (b) when a Party considers that an actual or proposed measure of another Party is or would be inconsistent with an obligation of this Agreement or that another Party has otherwise failed to carry out an obligation under this Agreement.²²

Article 15.3: Mediation and Arbitration

1. The procedures for the settlement of disputes through mediation are contained in Annex 1-A of this Module.
2. The procedure for the settlement of disputes through mediation apply where stated in Annex 1-B of this Module.
3. The procedures for the settlement of disputes through arbitration are contained in Annex 2-A of this Module.
4. The Rules of Procedure for the settlement of disputes through arbitration are contained in Annex 2-B of this Module.
5. The procedure for the settlement of disputes through arbitration apply where stated in Annex 2-C of this Module.
6. For greater certainty, no dispute settlement mechanisms shall be available except as stated in the Annexes to this Module.

²² For greater certainty, an arbitral tribunal shall not be established to review a proposed measure.

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Article 15.4: Choice of Forum

1. If a dispute regarding any matter arises under this Agreement and under another international trade agreement to which the disputing Parties are party, including the WTO Agreement, the complaining Party may select the forum in which to settle the dispute.
2. Once a complaining Party has requested the establishment of, or referred a matter to, a panel or other tribunal under an agreement referred to in paragraph 1, the forum selected shall be used to the exclusion of other fora.

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MODULE 16

FINAL PROVISIONS

Article 16.1: Amendments

The Parties may agree, in writing, to amend this Agreement. When so agreed, by all Parties and approved in accordance with the applicable legal procedures of each Party, an amendment shall enter into force 60 days after the date on which the last Party has notified the Depository in writing of the approval of the amendment, in accordance with their respective legal procedures, or on such other date as the Parties may agree.

Article 16.2: Accession

1. This Agreement is open to accession on terms to be agreed among the Parties.
2. The agreement on the terms of accession shall enter into force 60 days following the date of deposit with the Depository of an Instrument of Accession which indicates acceptance or approval of such terms.

Article 16.3: Entry into Force

1. This Agreement shall enter into force on [insert date] for those signatories which have deposited an Instrument of Ratification, Acceptance or Approval provided that at least two signatories have deposited such instrument by that date.
2. In the event that only one signatory has deposited an Instrument of Ratification, Acceptance or Approval before [insert date], this Agreement shall enter into force 60 days after the deposit of the second such instrument.
3. For signatories that deposit an Instrument of Ratification, Acceptance or Approval after [insert date], the Agreement shall enter into force 60 days following the date of deposit of such instrument.

Article 16.4: Withdrawal

Any Party may withdraw from this Agreement. Such withdrawal shall take effect upon the expiration of six months from the date on which written notice of withdrawal is received by the Depository. If a Party withdraws, the Agreement shall remain in force for the remaining Parties.

Article 16.5: Depository

1. The original of this Agreement shall be deposited with New Zealand, which is hereby designated as the Depository of this Agreement.
2. The Depository shall transmit certified copies of this Agreement and any amendments to this Agreement to all signatory States and other acceding States.

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3. The Depositary shall notify all signatory States and other acceding States of:
 - (a) each signature, ratification, acceptance, approval or accession to this Agreement in accordance with Articles 16.2 (Accession) and 16.3 (Entry into Force);
 - (b) the respective dates on which the Agreement enters into force in accordance with Articles 16.2 (Accession) and 16.3 (Entry into Force); and
 - (c) any notification of withdrawal received in accordance with Article 16.4 (Withdrawal).

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ANNEX X

PARTY SPECIFIC DEFINITIONS

Territory means:

- (a) for Chile, the land, maritime, and air space under its sovereignty, and the exclusive economic zone and the continental shelf within which it exercises sovereign rights and jurisdiction in accordance with international law and its domestic law;
- (b) for New Zealand, the territory of New Zealand and the exclusive economic zone, seabed and subsoil over which it exercises sovereign rights with respect to natural resources in accordance with international law, but does not include Tokelau;
- (c) for Singapore, its land territory, internal waters and territorial sea, as well as any maritime area situated beyond the territorial sea which has been or might in the future be designated under its national law, in accordance with international law, as an area within which Singapore may exercise sovereign rights or jurisdiction with regards to the sea, the sea-bed, the subsoil and the natural resources.