

**FREE TRADE AGREEMENT  
BETWEEN  
THE EURASIAN ECONOMIC UNION AND ITS MEMBER STATES, OF  
THE ONE PART, AND THE REPUBLIC OF SERBIA, 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 the Republic of Serbia (hereinafter referred to as “Serbia”), of the other part:

**BUILDING UPON** free trade relations previously established between the Republic of Serbia, the Republic of Belarus, the Republic of Kazakhstan and the Russian Federation;

**SEEKING** to promote and deepen mutual trade and economic cooperation between the EAEU Member States and Serbia 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 Serbia;

**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 Serbia, as well as the rules of the World Trade Organization (hereinafter referred to as “the WTO”);

**EXPRESSING** their readiness and full support to the successful accession to the WTO and recognizing that the WTO membership of the EAEU and the Republic of Belarus and of Serbia will create favourable conditions for the deepening of their integration into the multilateral trading system and will enhance cooperation between the Parties to this Agreement;

**HAVE AGREED** as follows:

## **Article 1 General Provisions**

The Parties to this Agreement are the EAEU Member States and the EAEU within the limits of 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 Serbia, of the other part (hereinafter referred to as “Parties”).

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 its Member States, of the one part, and Serbia, of the other part.

## **Article 2 Objectives**

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

- to expand and promote free mutual trade and economic relations, with a view to accelerating economic development and achieving the production and financial stability of the Parties;
- to create effective procedures for the implementation and application of this Agreement and for its joint administration.

## **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 Free Trade Regime**

1. Except as otherwise provided in this Agreement, the Parties shall not apply customs duties and any charges having equivalent effect to customs duties

imposed on or in connection with the importation of goods originating in the territory of one of the Parties.

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 8 of this Agreement in respect of the like domestic product;
  - (b) any duty imposed in accordance with Articles 18, 19 and/or 21 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 6 of this Agreement.
3. Customs duties and any charges having equivalent effect to customs duties may be applied to goods listed in Annexes 1 "List of Goods Exempted from Free Trade Regime upon Importation to the Customs Territory of the Republic of Serbia from the Member States of the Eurasian Economic Union" and 2 "List of Goods Exempted from Free Trade Regime upon Importation to the Customs Territory of the Eurasian Economic Union from the Republic of Serbia" to this Agreement. Such customs duties and charges shall be applied in accordance with the most-favoured-nation treatment as understood under Article I of the GATT 1994.
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 5 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 part of this Agreement.

#### **Article 6 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 are incorporated into and form part of this Agreement.

**Article 7**  
**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 8**  
**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 are incorporated into and form part of this Agreement.

**Article 9**  
**Technical Barriers to Trade**

1. The Parties shall cooperate and exchange information on standards, technical regulations, metrology, market surveillance and conformity assessment procedures, including accreditation, testing and certification, with a view to increasing the mutual understanding of their respective systems and preventing the emergence of any technical barriers to trade between them.
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 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. 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 10 Sanitary and Phytosanitary Measures**

1. In the harmonization of their sanitary and phytosanitary measures, 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 11 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 12 Transit of Goods**

Article V of the GATT 1994 is incorporated into and form part of this Agreement.

### **Article 13 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 14**

### **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 15**

### **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 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 Joint Committee. 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 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 16**

### **Protection of Intellectual Property Rights**

1. For the purposes of this Agreement the intellectual property shall mean intellectual property as defined in Article 2 of World Intellectual Property Organization Convention, signed on July 14, 1967.
2. The Parties recognize the importance of protection of intellectual property rights and shall ensure an adequate and effective implementation of the international treaties dealing with intellectual property to which they are parties. The Parties which are party to the Agreement on Trade-Related Aspects of Intellectual Property Rights, in Annex 1C to the WTO Agreement (hereinafter referred to as “TRIPS Agreement”) reaffirm their obligations set out therein. The Parties which are not party to the TRIPS Agreement shall follow the principles of the TRIPS Agreement.
3. Each Party shall accord to the nationals of the other Party treatment no less favourable than that it accords to its own nationals with regard to the protection of intellectual property rights subject to the provisions and exceptions provided for in Articles 3 and 5 of the TRIPS Agreement.
4. Each Party shall accord to the nationals of the other Party treatment no less favourable than that it accords to the nationals of any other country with regard to the protection of intellectual property rights in accordance with the provisions of the TRIPS Agreement, in particular Articles 4 and 5 thereof.
5. The Parties shall endeavour to ensure in their respective laws and regulations provisions for enforcement of intellectual property rights at the same level as provided for in Articles 41 through 50 of the TRIPS Agreement, so as to permit effective action against any act of infringement of intellectual property rights covered by this Agreement. Each Party ensures effective protection against unfair competition in accordance with its respective laws and regulations and Article 10bis of the Paris Convention for the Protection of Industrial Property of 20 March 1883.
6. The Parties shall cooperate in matters of intellectual property. Upon request of a Party, the Parties shall hold consultations of experts on these matters, in particular with respect to activities, relating to the existing or to future international conventions on the harmonization, administration and vindication of intellectual property rights and on activities in international organizations, such as the WTO, the World Intellectual Property Organization, as well as concerning the relations of the Parties with third parties with respect to the intellectual property matters.



7. If problems in the area of intellectual property rights protection affecting trading conditions arise, technical consultations shall take place in the Joint Committee at the request of a Party in order to find a mutually acceptable solution. Technical consultations may be conducted via any means mutually agreed by the Parties.

### **Article 17** **State Trading Enterprises**

Each Party shall ensure that its state trading enterprises operate in consistence with Article XVII of the GATT 1994, its interpretative notes and the Understanding on the Interpretation of Article XVII of the GATT 1994, which are hereby incorporated into and form part of this Agreement.

### **Article 18** **Anti-Dumping and Countervailing Measures**

1. The provisions of this Agreement shall not prevent the Parties from applying anti-dumping and countervailing measures in accordance with this Article, Articles 20 and 22 of this Agreement.
2. The Parties shall apply anti-dumping and countervailing measures in accordance with the provisions of Article VI of the GATT 1994, 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 (hereinafter referred to as “SCM Agreement”), taking into account the provisions of this Article, Articles 20 and 22 of this Agreement and Annex 4 “Provisions Regarding Determination of Normal Value in the Anti-Dumping Investigations” to this Agreement.
3. For the purposes of conducting anti-dumping investigations and any subsequent anti-dumping proceedings, including reviews, Serbia shall consider the EAEU Member States individually and shall not apply an anti-dumping measure with respect to imports from the EAEU as a whole.
4. For the purposes of conducting countervailing duty investigations and any subsequent countervailing duty proceedings, including reviews, Serbia shall consider the EAEU Member States individually and shall not apply a countervailing measure with respect to imports from the EAEU as a whole, unless there are subsidies within the meaning of Article XVI of the GATT 1994 and Article 1 of the SCM Agreement that are specific within the meaning of Article 2 of the SCM Agreement granted at the level of the EAEU for the producers from all EAEU Member States and such subsidies are analyzed during the countervailing duty investigation.

5. 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 fifteen (15) days prior to the date of the initiation of the investigation.

### **Article 19 Global Safeguard Measures**

1. The provisions of this Agreement shall not prevent the Parties from applying global safeguard measures in accordance with this Article, Articles 20 and 22 of this Agreement.
2. The Parties shall apply global safeguard measures in accordance with the provisions of Article XIX of the GATT 1994 and the Agreement on Safeguards, in Annex 1A to the WTO Agreement (hereinafter referred to as “Agreement on Safeguards”), taking into account the provisions of this Article, Articles 20 and 22 of this Agreement.
3. For the purposes of global safeguard investigations and application of measures as well as any subsequent proceedings, including reviews, Serbia shall consider the EAEU Member States individually and not as the EAEU as a whole. This provision shall not be construed as the obligation of Serbia to initiate an individual safeguard investigation for each EAEU Member State.
4. The 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.

### **Article 20 Consultations**

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 thirty (30) 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 21 Bilateral Safeguard Measures**

1. Where, as a result of the reduction or elimination of a customs duty under this Agreement, any originating good of a Party except for the goods under tariff

rate quota in accordance with Annexes 1 “List of Goods Exempted from Free Trade Regime upon Importation to the Customs Territory of the Republic of Serbia from the Member States of the Eurasian Economic Union” and 2 “List of Goods Exempted from Free Trade Regime upon Importation to the Customs Territory of the Eurasian Economic Union from the Republic of Serbia” to this Agreement is being imported into the territory of the other Party in such increased quantities, in absolute terms or relative to domestic production, and under such conditions as to constitute a substantial cause of serious injury or threat thereof to the domestic industry producing like or directly competitive goods in the territory of the importing Party, the importing Party may apply a bilateral safeguard measure to the extent necessary to remedy or prevent the serious injury or threat thereof, subject to the provisions of this Article.

2. A bilateral safeguard measure shall only be applied upon demonstrating positive evidence that increased imports constitute a substantial cause of serious injury or threat thereof.
3. The Party which considers resorting to a bilateral safeguard measure in accordance with this Article shall promptly and in any case before initiating procedure preceding the imposition of a bilateral safeguard measure inform the other Party and provide all pertinent information and request for consultations. Upon the request of a Party, the Parties shall immediately enter into consultations to arrive at a mutually agreed solution. If no mutually agreed solution is reached within thirty (30) days after the receipt of the request, the importing Party may initiate the procedure preceding the imposition of a bilateral safeguard measure.
4. In critical circumstances, where delay would cause damage which would be difficult to repair, a Party may apply a provisional bilateral safeguard measure, after the initiation of the procedure, pursuant to a preliminary determination that there is clear evidence that increased imports of an originating good of the other Party constitute a substantial cause of serious injury or threat thereof to a domestic industry.

The applying Party shall promptly and in any case before applying a provisional bilateral safeguard measure notify the other Party and shall provide the possibility for consultations. The notification shall contain all pertinent information, which shall include evidence that increased imports of an originating good of the other Party constitute a substantial cause of serious injury or threat thereof, a precise description of the good concerned and the proposed provisional measure, as well as the proposed date of introduction and expected duration. Upon the request of a Party sent within thirty (30) days after the receipt of notification under this paragraph, the Parties shall immediately enter into consultations to arrive at a mutually agreed solution. Such

consultations shall not prevent the Parties from application of a provisional bilateral measure.

The duration of any provisional bilateral safeguard measure shall not exceed one hundred eighty (180) days.

The Party may apply a provisional safeguard measure only in the form of increase of the applicable rate of customs duty for the good concerned to a necessary level not exceeding the most-favoured-nation applied rate of customs duty applied at the time the provisional bilateral safeguard measure is taken.

If the procedure is terminated without application of a definitive bilateral safeguard measure, the applying Party shall promptly refund any provisional bilateral safeguard measure. In such a case the Party that applied the provisional measure shall apply the rate of customs duty applied before the provisional measure is taken and shall not initiate the procedure for the same good during two (2) years after the date of termination of the procedure.

The duration of any provisional bilateral safeguard measure shall be counted as a part of the total period of application of the bilateral safeguard measure referred in paragraph 9 of this Article.

5. The Party intending to apply a definitive bilateral safeguard measure under this Article shall promptly and in any case before applying a definitive bilateral safeguard measure notify the other Party and shall provide the possibility for consultations. The notification shall contain all pertinent information, which shall include evidence that increased imports constitute the substantial cause of serious injury or threat thereof, a precise description of the good concerned, the proposed definitive bilateral safeguard measure, the information on compensation set forth in paragraph 7 of this Article and the proposed date of introduction, expected duration and timetable for the progressive removal of the measure if relevant.

For the purposes of tariff quota allocation in accordance with paragraph 6 of this Article Serbia shall include in the notification the information on the volume of imports concerned, growth rate of these imports, import shares specified for each EAEU Member State individually as well as the amount of the tariff quota for the EAEU, the preliminary allocation of individual in-quota imports between the EAEU Member States and other factors, if any, that may influence domestic industry of Serbia.

Upon the request of the exporting Party, sent within thirty (30) days after the receipt of the notification under this paragraph, the Parties shall immediately enter into consultations to arrive at a mutually agreed solution, including

compensation. If a mutually agreed solution is reached, this solution shall be laid down in writing and shall be binding upon the Parties. If no mutually agreed solution is reached within thirty (30) days from the date of the receipt of the request, the importing Party may apply a definitive bilateral safeguard measure.

6. If the conditions set out in paragraph 1 of this Article are met, the importing Party may apply a definitive bilateral safeguard measure only in the form of tariff rate quota.

For the purposes of this Article “tariff rate quota” means the established quantity of originating goods that is allowed to be imported under the free trade regime provided according to Article 4 of this Agreement.

For the goods imported out of tariff rate quota the applicable rate of customs duty is increased to the necessary level not exceeding most-favoured-nation applied rate of customs duty applied at the time the definitive bilateral safeguard measure is taken.

The measure shall not reduce the quantity of imports of originating good concerned of a Party into the territory of the applying Party below the level of a recent period which shall be the average of the imports in the last three (3) years for which statistics are available. The level shall be determined on the basis of all imports of good concerned from a Party for the period preceding the date of the entry into force of this Agreement and imports of originating good concerned under the free trade regime provided according to Article 4 of this Agreement for the period subsequent to the date of the entry into force of this Agreement.

For the purposes of application of bilateral safeguard measures Serbia shall provide for allocation and administration of individual amounts of in-quota imports within tariff rate quota for all the EAEU Member States (hereinafter referred to as “individual quota”) in accordance with this paragraph.

Serbia shall allocate individual quota for each EAEU Member State based on the following:

- (a) where there were no imports from the exporting EAEU Member State during last three (3) representative years for which statistics are available or its imports accounted for not more than 5 % of the total imports from the EAEU, individual quota allocated to this EAEU Member State shall be not less than 5 % of the tariff rate quota established for the EAEU;
- (b) the residual amount of tariff rate quota established for the EAEU shall be allocated by Serbia to other EAEU Member States proportionally to its

imports of good concerned from these EAEU Member States for period mentioned in the abstract 4 of this paragraph;

- (c) in case Serbia receives the information from the other Party that an EAEU Member States has no interest in supplying the good concerned and no interest in allocation of quota, Serbia shall include the individual quota allocated to this EAEU Member State in the residual amount of tariff rate quota established for the EAEU under subparagraph (b) of this paragraph.

The EAEU may provide its proposals for the reallocation of individual quotas for the EAEU Member States in the consultations under paragraph 5 of this Article but not later than twenty-five (25) days from the date of the receipt of the request for consultations under paragraph 5 of this Article. Serbia shall reallocate individual quotas in accordance with these proposals.

7. The Party that may be affected by the measure shall be offered compensation in the form of concessions having substantially equivalent trade effect and/or concessions substantially equivalent to the value of the additional duties expected to result from the bilateral safeguard measure in relation to the imports from such Party.

The Party shall, within thirty (30) days from the date of the receipt of the request for consultations referred to in paragraph 5 of this Article, examine the information provided in order to facilitate a mutually acceptable solution of the matter. In the absence of such solution, the importing Party may apply a bilateral safeguard measure to resolve the problem, and, in the absence of mutually agreed compensation, the Party against whose good the bilateral safeguard measure is applied may take compensatory action.

The compensatory action shall be promptly notified to the other Party at least thirty (30) days before the application of a compensatory measure.

The compensatory action shall normally consist of suspension of concessions having substantially equivalent trade effects and/or concessions substantially equivalent to the value of the additional duties expected to result from the bilateral safeguard measure.

The compensatory action shall be taken only for the minimum period necessary to achieve the substantially equivalent trade effects and in any event, only while the bilateral safeguard measure under paragraph 6 of this Article is being applied. Provisional safeguard measures shall be taken into account for the determination of compensation or compensatory action.

8. The procedure preceding the imposition of a bilateral safeguard measure shall be concluded within nine (9) months following the date of its initiation.



9. A bilateral safeguard measure shall be taken for the period not exceeding two (2) years. The period of application of a bilateral safeguard measure may be extended by up to another year if there is evidence that it is necessary to remedy or prevent serious injury or threat thereof and that the industry is adjusting. A Party shall not apply a bilateral safeguard measure again on the same good for the period of time equal to the period during which such measure had been previously applied.
10. No bilateral safeguard measure shall be applied more than twice on the same good.
11. Upon the termination of the bilateral safeguard measure, the rate of customs duty shall be the rate, which would have been in effect on the date of termination of the measure had the measure not been imposed.
12. A bilateral safeguard measure shall not be applied in the first six (6) month from the date of entry into force of this Agreement.
13. With respect to bilateral trade neither Party shall apply, with respect to the same good, at the same time a bilateral safeguard measure and a global safeguard measure.

## **Article 22 Communication**

1. All official communication and documentation exchange between the Parties with respect to the matters covered by Articles 18 through 22 of this Agreement shall take place between competent authorities of the Parties.
2. The Parties shall provide the electronic copies of notifications and requests made under paragraphs 3, 5 through 7 of Article 21 of this Agreement on the date when the official letters of notification or request in printed format are sent. For the purposes of Article 21 of this Agreement this date shall be deemed to be the date of notification or request.
3. The Parties shall exchange information on the names and contacts of competent authorities including investigating authorities within thirty (30) days from the date of entry into force of this Agreement. The Parties shall promptly notify each other of any change to competent authorities including investigating authorities.



### **Article 23**

#### **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 5 “Dispute Settlement” to this Agreement.

### **Article 24**

#### **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 25**

#### **Electronic Commerce**

The Parties recognize the growing role of electronic commerce for trade between them. With a view to supporting provisions of this Agreement related to trade in goods the Parties will cooperate in the area of electronic commerce for mutual benefit.

### **Article 26**

#### **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 27**  
**Annexes**

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

**Article 28**  
**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 Government of Serbia at the Ministerial level or its designated representatives. 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 thirty (30) 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 in two (2) years, 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 thirty (30) 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 29** **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 one (1) 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 30** **Term of Validity, Withdrawal and Termination**

1. This Agreement is concluded for an indefinite period.
2. 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 seventh month following the month, in which the notification was received by the latter Party.
3. This Agreement shall terminate for any EAEU Member State which withdraws from the Treaty on the EAEU. Any EAEU Member State which withdraws from the Treaty on the EAEU shall *ipso facto* cease to be a party to this Agreement on the same date that the withdrawal from the Treaty on the EAEU takes effect. The EAEU shall notify Serbia in writing of any such withdrawal six (6) months in advance of the date on which such withdrawal should take place.

**Article 31**  
**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 accordance with Article 33 of this Agreement.
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 32**  
**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 Serbia 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 33**  
**Entry into Force**

This Agreement shall enter into force sixty (60) days from the date of the receipt of the last written notification of the fulfilment by the EAEU, the EAEU Member States and Serbia of the internal legal procedures required for entry into force of this Agreement. The notifications shall be exchanged between the Eurasian Economic Commission and the Ministry of Foreign Affairs of the Republic of Serbia.

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

Done at Moscow on this 25<sup>th</sup> day of October 2019, in two originals in the English language, both texts being equally authentic.

**For the Republic of Armenia**

**For the Republic of Serbia**

**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

### LIST OF GOODS EXEMPTED FROM FREE TRADE REGIME UPON IMPORTATION TO THE CUSTOMS TERRITORY OF THE REPUBLIC OF SERBIA FROM THE MEMBER STATES OF THE EURASIAN ECONOMIC UNION

For the purposes of this Annex:

1. “HS Code” and “Description” refer to the relevant tariff line of the Republic of Serbia and its corresponding description in effect on 1 January 2019.
2. “Special condition” means the origin of goods subject to exemptions from the free trade regime or duty free regime of importation within amount of a tariff quota.

HS Code/Special condition	Description
1701 99 10 (Goods originating in the Republic of Armenia, the Republic of Belarus, the Republic of Kazakhstan or in the Kyrgyz Republic)	White sugar
2207 (Goods originating in the Republic of Armenia, in the Republic of Belarus, in the Republic of Kazakhstan or in the Kyrgyz Republic)	Undenatured ethyl alcohol of an alcoholic strength by volume of 80 % vol or higher; ethyl alcohol and other spirits, denatured, of any strength
2208 20 12, 2208 20 14, 2208 20 26, 2208 20 27, 2208 20 40, 2208 20 62, 2208 20 64, 2208 20 86, 2208 20 87, 2208 30, 2208 40, 2208 50, 2208 60 91, 2208 60 99, 2208 70, 2208 90 11, 2208 90 19, 2208 90 41, 2208 90 45, 2208 90 48, 2208 90 54, 2208 90 71, 2208 90 75, 2208 90 77, 2208 90 78, 2208 90 91, 2208 90 99 (Goods originating in the Republic of Armenia, in the Republic of Belarus, in the Republic of Kazakhstan or in the Kyrgyz Republic)	Undenatured ethyl alcohol of an alcoholic strength by volume of less than 80 % vol; spirits, liqueurs and other spirituous beverages
2402 10, 2402 90 (Goods originating in the Republic of Armenia, in the Republic of Belarus, in the Republic of Kazakhstan or in the Kyrgyz Republic)	Cigars, cheroots, cigarillos of tobacco or of tobacco substitutes

<b>HS Code/Special condition</b>	<b>Description</b>
4012, except 4012 90	Retreaded or used pneumatic tyres of rubber
8701 10, 8701 20 10, 8701 30 00, 8701 91 10 10, 8701 91 90, 8701 92 10 11, 8701 92 10 19, 8701 93 10 10, 8701 93 90, 8701 94 10 10 (except exceeding 90 kW), 8701 94 90, 8701 95 10 10, 8701 95 90 (Goods originating in the Russian Federation)	Tractors (other than tractors of heading 8709), new
8701 20 90, 8701 91 10 90, 8701 92 10 90, 8701 93 10 90, 8701 94 10 90, 8701 95 10 90	Tractors (other than tractors of heading 8709), used
8702 10 19, 8702 10 99, 8702 20 10 90, 8702 20 90 90, 8702 30 10 90, 8702 30 90 90, ex 8702 40 00 00, 8702 90 19, 8702 90 39, ex 8702 90 90 00	Motor vehicles for the transport of ten or more persons, including the driver, used
8703	Motor cars and other motor vehicles principally designed for the transport of persons (other than those of heading 8702), including station wagons and racing cars
8704 21 10, 8704 21 31, 8704 21 91, 8704 22 10, 8704 22 91, 8704 31 10, 8704 31 31, 8704 31 91, 8704 32 10, 8704 32 91 (Goods originating in the Russian Federation)	Motor vehicles for transport of goods, new
8704 21 39, 8704 21 99, 8704 22 99, 8704 23 99, 8704 31 39, 8704 31 99, 8704 32 99	Motor vehicles for transport of goods, used



**LIST OF GOODS SUBJECT TO THE TARIFF RATE QUOTA FOR IMPORTATION TO THE CUSTOMS TERRITORY OF THE REPUBLIC OF SERBIA FROM THE MEMBER STATES OF THE EURASIAN ECONOMIC UNION**

1. The following within-quota tariff reduction shall be applied to goods originating in certain Member States of the Eurasian Economic Union in accordance with this Annex. Goods originating in other Member States of the Eurasian Economic Union shall be accorded with duty free regime of importation to the customs territory of the Republic of Serbia.
2. The Republic of Serbia shall accord duty free regime of importation of certain amounts of goods originating in the Member States of the Eurasian Economic Union as described in this Annex.
3. The out-of-quota tariff rate shall be that applied in accordance with laws and regulations of the Republic of Serbia and pursuant to Article 5 of this Agreement.

<b>HS Code/Special condition</b>	<b>Description</b>	<b>Duty free quota quantity</b>
0406 30 31, 0406 30 39, 0406 30 90 (Goods originating in the Republic of Armenia, in the Kyrgyz Republic or in the Republic of Kazakhstan)	Processed cheese, not grated or powdered	100 tons per year
2208 20 29, 2208 20 89 (Goods originating in the Republic of Armenia, in the Republic of Belarus, in the Kyrgyz Republic or in the Republic of Kazakhstan)	Spirits obtained by distilling grape wine or grape marc, others	50 000 liters of pure (100 %) alcohol per year
2402 20 (Goods originating in the Republic of Armenia, in the Republic of Belarus, in the Kyrgyz Republic or in the Republic of Kazakhstan)	Cigarettes containing tobacco	2 000 000 thousand items per year

## ANNEX 2

### LIST OF GOODS EXEMPTED FROM FREE TRADE REGIME UPON IMPORTATION TO THE CUSTOMS TERRITORY OF THE EURASIAN ECONOMIC UNION FROM THE REPUBLIC OF SERBIA

For the purposes of this Annex:

1. "HS Code" and "Description" refer to the relevant tariff line of the EAEU and its corresponding description as based on the Foreign Economic Activity Commodity Nomenclature of the EAEU, approved by the Decision of the Eurasian Economic Commission Council dated July 16, 2012, Number 54, as of 1 January 2019.
2. The Eurasian Economic Union shall accord duty free regime of importation within amount of a tariff rate quota for goods originating in the Republic of Serbia as described in this Annex.

HS Code	Description
0207	Meat and edible offal, of the poultry of heading 0105, fresh, chilled or frozen
0406 30, except 0406 30 100 0	Processed cheese, not grated or powdered
1701 99 100	White sugar
2204 10	Sparkling wine
2207	Undenatured ethyl alcohol of an alcoholic strength by volume of 80 % vol or higher; ethyl alcohol and other spirits, denatured, of any strength
2208 20 120 0, 2208 20 140 0, 2208 20 260 0, 2208 20 270 0, 2208 20 400 0, 2208 20 620 0, 2208 20 640 0, 2208 20 860 0, 2208 20 870 0, 2208 30, 2208 40, 2208 50, 2208 60, 2208 70, 2208 90 110 0, 2208 90 190 0, 2208 90 410 0, 2208 90 450 0, 2208 90 540 0, 2208 90 560, 2208 90 690, 2208 90 750 0, 2208 90 770, 2208 90 780, 2208 90 910 0, 2208 90 990 0	Undenatured ethyl alcohol of an alcoholic strength by volume of less than 80 % vol; spirits, liqueurs and other spirituous beverages
2402 10, 2402 90	Cigars, cheroots, cigarillos of tobacco or of tobacco substitutes
4012, except 4012 90	Retreaded or used pneumatic tyres of rubber
5205	Cotton yarn (other than sewing thread), containing 85 % or more by weight of cotton, not put up for retail sale

HS Code	Description
5208	Woven fabrics of cotton, containing 85 % or more by weight of cotton, weighing not more than 200 g/m <sup>2</sup>
5209	Woven fabrics of cotton, containing 85 % or more by weight of cotton, weighing more than 200 g/m <sup>2</sup>
5210	Woven fabrics of cotton, containing less than 85 % by weight of cotton, mixed mainly or solely with man-made fibres, weighing not more than 200 g/m <sup>2</sup>
5211	Woven fabrics of cotton, containing less than 85 % by weight of cotton, mixed mainly or solely with man-made fibres, weighing more than 200 g/m <sup>2</sup>
5212	Other woven fabrics of cotton
58	Special woven fabrics; tufted textile fabrics; lace; tapestries; trimmings; embroidery
8414 30, except 8414 30 200 1, 8414 30 810 1, 8414 30 890 1	Compressors of a kind used in refrigerating equipment
8701	Tractors (other than tractors of heading 8709)
8702 10 19, 8702 10 99, 8702 20 19, 8702 20 99, 8702 30 19, 8702 30 99, ex 8702 40, 8702 90 19, 8702 90 39, ex 8702 90 80	Motor vehicles for the transport of ten or more persons, including the driver, used
8703	Motor cars and other motor vehicles principally designed for the transport of persons (other than those of heading 8702), including station wagons and racing cars
8704 21 390, 8704 21 990, 8704 22 990, 8704 23 990, 8704 31 390, 8704 31 990, 8704 32 990	Motor vehicles for transport of goods, used

**LIST OF GOODS SUBJECT TO THE TARIFF RATE QUOTA FOR  
IMPORTATION TO THE CUSTOMS TERRITORY OF THE EURASIAN  
ECONOMIC UNION FROM THE REPUBLIC OF SERBIA**

1. The following within-quota tariff reduction shall be applied to goods originating in the Republic of Serbia in accordance with this Annex.
2. The Eurasian Economic Union shall accord duty free regime of importation of certain amounts of goods originating in the Republic of Serbia as described in this Annex.
3. The out-of-quota tariff rate shall be that applied in accordance with laws and regulations of the Eurasian Economic Union and its Member States and pursuant to Article 5 of this Agreement.
4. The Eurasian Economic Union shall accord duty free regime of importation for “Glarus cheese with herbs”, “Buttercase cheese” and “Cheese made of goat’s or sheep’s milk” under HS Codes 0406 90 690 0, 0406 90 740 0, 0406 90 860 0, 0406 90 890 0, 0406 90 920 0, 0406 90 930 0, 0406 90 990 1, 0406 90 990 9. Preferential tariff treatment for such goods shall be granted in case there is an additional mark “Glarus cheese with herbs” or “Buttercase cheese” or “Cheese made of goat’s or sheep’s milk” in box 8 of the Certificate of Origin.

<b>HS Code</b>	<b>Description</b>	<b>Duty free quota quantity</b>
0406 90 690 0, 0406 90 740 0, 0406 90 860 0, 0406 90 890 0, 0406 90 920 0, 0406 90 930 0, 0406 90 990 1, 0406 90 990 9	Other cheese	400 tons per year
2208 20 290 0, 2208 20 890 0	Spirits obtained by distilling grape wine or grape marc, others	35 000 liters of pure (100 %) alcohol per year
2402 20	Cigarettes containing tobacco	2 000 000 thousand items per year

## ANNEX 3

### RULES OF ORIGIN

#### Article 1

##### Scope

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

#### Article 2

##### Terms and Definitions

For the purposes of these Rules:

- (a) “**applicant**” means a person who has applied to the authorized body of the exporting Party for obtaining a certificate of origin and who confirms and is responsible for the accuracy of information about goods specified in the certificate of origin. The producer, exporter, consignor or their authorized representatives may act as applicants;
- (b) “**authorized body**” means a body (organization) designated by a Party to issue (confirm) certificates of origin;
- (c) “**certificate of non-manipulation**” means a document issued by the customs authority of a transit third party, confirming that the goods have been kept under customs control and have not been altered or processed (except for operations to preserve the condition of goods) within its territory;
- (d) “**certificate of origin**” means a document issued by an authorized body that indicates the country of origin of a good;
- (e) “**consignment**” means goods that are delivered simultaneously covered by one or more transport (shipping) documents to the address of a single consignee from a single consignor as well as goods that are sent over single delivery postal bill or transported as baggage by a single person crossing the border;
- (f) “**consignor**” means a person named in transport (shipping) documents, which according to the accepted obligations delivers or intends to deliver goods to the carrier;
- (g) “**consignee**” means a person named in transport (shipping) documents, which according to the accepted obligations receives or intends to receive goods from the carrier;
- (h) “**criterion of sufficient working (processing)**” means one of the origin criteria, according to which if two or more countries participate in the manufacture of a good, such good shall be considered as originating in the country where the last substantial working (processing) takes place;

- (i) “**customs value**” means value determined in accordance with the provisions laid down in the Agreement on Implementation of Article VII of the GATT 1994;
- (j) “**declaration of origin**” means commercial or other document related to the goods that contains a statement on the country of origin of goods, made by producer, exporter or consignor;
- (k) “**exporter**” means a person that is a party to the foreign trade agreement (contract) that sells goods to the importer;
- (l) “**ex-works price**” means the price of goods to be paid according to the ex-works terms under the International Rules for the Interpretation of Commercial Terms “Incoterms” excluding the amount of any internal taxes which are, or may be, refunded when the goods are exported. This price shall be that payable to the producer who has subjected the goods to working (processing) for the last time before sale;
- (m) “**goods**” means any products, including thermal, electrical and other types of energy and vehicles being moved across the customs border (with the exception of vehicles engaged in international transport of passengers and goods), even if intended for later use in another manufacturing operation as a material;
- (n) “**Harmonized system**” means current version of the Harmonized Commodity Description and Coding System defined by the International Convention on the Harmonized Commodity Description and Coding System of 14 June 1983;
- (o) “**importer**” means a person that is a party to the foreign trade agreement (contract) that buys goods from the exporter;
- (p) “**material**” means any ingredient, raw material, component or part, used in the production (manufacture) of a good;
- (q) “**non-originating material**” means material that is not considered as originating in a Party in accordance with these Rules or material of unknown origin;
- (r) “**production (manufacture)**” means performance of any type of manufacturing or technological operations aimed at creation or obtainment of a good;
- (s) “**third party**” means a customs territory of a non-party to this Agreement;
- (t) “**verification authority**” means a competent governmental authority designated by a Party to control the issuance of the certificates of origin and the declarations of origin, the accuracy of information specified therein and to verify whether producers meet the origin criteria provided for in these Rules.

### **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 such Party as provided for in Article 4 of these Rules; or
- (b) produced in a Party using non-originating materials and satisfy the criteria of sufficient working (processing) provided for in Article 5 of these Rules; or
- (c) produced in one or more Parties exclusively from originating materials from those Parties in accordance with Article 6 of these Rules.

### **Article 4**

#### **Wholly Obtained or Produced Goods**

The following goods shall be considered as wholly obtained or produced in a Party:

- (a) minerals, mineral products or other natural resources extracted from the subsoil or from the territorial sea or from the seabed or resulting from processing of atmospheric air within the territory of a Party as well as atmospheric air or its separation products obtained therein;
- (b) vegetable goods grown and (or) harvested in the territory of a Party;
- (c) live animals born and raised in the territory of a Party;
- (d) goods obtained in a Party from live animals;
- (e) goods obtained by hunting or fishing in the territory of a Party;
- (f) goods of sea fishing and other marine goods taken outside the territorial waters of a Party by ships registered or recorded in a Party and flying its flag;
- (g) goods manufactured aboard a factory ship exclusively from goods referred to in subparagraph (f) of this Article originating from a Party, provided that such factory ship is registered or recorded in a Party and flying its flag;
- (h) goods extracted from seabed or marine subsoil outside the territorial sea of a Party, provided that a Party has sole rights to exploit such seabed or marine subsoil;
- (i) waste and scrap (secondary raw materials) resulting from manufacturing or other processing operations or consumption in the territory of a Party, provided that they are fit only for the recovery of raw materials;
- (j) goods produced in outer space on board spacecrafts that belong to a Party or are leased (chartered) by it;
- (k) goods produced or obtained in the territory of a Party exclusively from goods referred to in subparagraphs (a) through (j) of this Article.



**Article 5**  
**Criterion of Sufficient Working (Processing)**

1. Goods shall be considered to have undergone sufficient working (processing) in a Party if the value of non-originating materials used in that working (processing) does not exceed fifty (50) percent of the value of exported goods.
2. The value of non-originating materials used in the working (processing) shall be determined as their customs value at the time of importation into the Party where the working (processing) takes place.

If in accordance with the laws and regulations of a Party customs value of materials is not being determined and if their origin is unknown the value of materials shall be determined as equal to the earliest ascertained price paid for such materials in the territory of a Party where the working (processing) takes place.

The value of the goods exported from a Party shall be determined on the basis of the ex-works price.

**Article 6**  
**Cumulation of Origin**

Notwithstanding the provisions of subparagraph (b) of Article 3 of these Rules the goods or materials originating in a Party which are used as material in the manufacture of a good in another Party shall be considered as originating in such Party where the last operations other than those referred to in paragraph 1 of Article 7 of these Rules have been carried out. The origin of such materials shall be confirmed by a certificate of origin (Form CT-2) issued by an authorized body.

**Article 7**  
**Insufficient Working or Processing**

1. The following operations do not meet the criteria of sufficient working (processing):
  - (a) preserving operations that are necessary to ensure that a good retains its condition during storage and (or) transportation;
  - (b) operations to prepare the goods for sale and (or) transportation (splitting up of consignments, forming of consignments, sorting, repacking), disassembly and assembly of packages;
  - (c) washing, cleaning, removal of dust, oil, paint or other coverings;
  - (d) ironing or pressing of textiles (any type of fibre and yarn, woven fabrics of all types of fibres and yarn and articles thereof);

- (e) painting, polishing, varnishing, coating (impregnating) with oil or other substances;
  - (f) husking, partial or total bleaching, polishing and glazing of cereals and rice;
  - (g) freezing, defrosting;
  - (h) operations of colouring, dissolving or blending sugar, including blending with other materials, or forming sugar lumps;
  - (i) peeling, removing seeds, stones, shells and cutting of fruits, nuts and vegetables;
  - (j) sharpening, grinding or cutting which do not lead to a sufficient difference of a good from original components;
  - (k) sifting, screening, sorting, classifying, grading, matching (including the making-up of sets of articles);
  - (l) placing in bottles, cans, flasks, bags, cases, boxes and other packaging operations;
  - (m) simple operations of assembly or disassembly of goods into parts;
  - (n) engraving, affixing or printing trademarks, logos, labels and other like distinguishing signs on goods or their packaging;
  - (o) mixing of goods (components) which does not lead to a sufficient difference of good from the original components;
  - (p) slaughter of animals;
  - (q) cutting (sorting) of meat, fish;
  - (r) using (exploitation) of goods as intended; or
  - (s) a combination of two or more operations specified above.
2. If in respect of a good the criterion of sufficient working (processing) is being fulfilled solely by performing operations specified in paragraph 1 of this Article such goods shall not be considered as originating in a Party, in which these operations take place.
3. For the purposes of paragraph 1 of this Article, “simple operations” shall mean operations which do not require special knowledge (skills), or machines, apparatus and equipment specially designed for those operations.

## **Article 8**

### **Special Cases of Origin Determination**

1. Accessories, spare parts and tools, intended for use with machinery, equipment, apparatus or vehicles shall be considered as originating in the same Party as the machines, equipment, apparatus or vehicles, provided that such accessories, spare parts and tools are imported and used together with these machines, equipment, apparatus or vehicles in configuration and quantities in which they are usually delivered with such goods in accordance with the technical documentation.

2. Package, in which the goods are imported, is considered to be originating in the same Party as the goods, except where the package in accordance with the General Rule 5 for the Interpretation of the Harmonized System shall be declared separately from the goods. In this case the country of origin of package shall be determined separately from the country of origin of the goods.
3. If a package, in which the goods are imported, is considered to be originating in the same Party as the goods, only the package in which goods are sold in retail shall be taken into consideration for the purposes of determining the origin of goods.
4. Unassembled or disassembled goods and bulk goods transported by instalments due to reason of impossibility of delivery in a single consignment due to the limitations of production or transportation facilities, for the purposes of determination of origin such goods shall be considered as a single good where it is so desired by the an applicant, provided that all its components are delivered from the same customs territory from the same exporter to the same importer under a single contract and provided that other conditions are met as defined by the customs laws and regulations of the importing Party.
5. Origin of thermal and electrical energy, machinery, equipment and tools, any other goods that are not incorporated into goods but the use of which in the manufacture of such goods can be demonstrated to be a part of that production shall not be taken into account for the purposes of determining the origin of goods.
6. Goods classified as set in accordance with the General Rule 3 for the Interpretation of the Harmonised System shall be regarded as originating if all the components included in the set considered as originating materials. Nevertheless, set consisting of originating and non-originating components shall be considered as originating provided that the value of the non-originating components does not exceed fifteen (15) percent of the ex-works price of the set.

### **Article 9**

#### **Direct Consignment**

1. The direct consignment means transportation of goods from the territory of one Party into the territory of the other Party without transit through the territory of any third party.
2. Notwithstanding the provisions of paragraph 1 of this Article, goods may be transported through territories of third parties due to geographic, transport, technical or economic reasons, provided that during such transportation,

including during temporary storage of the goods in territories of those third parties, the goods shall be under customs control (surveillance).

3. An importer shall submit appropriate documentary evidence to the customs authority of the importing Party confirming that the conditions set out in paragraph 2 of this Article have been fulfilled. Such evidence shall be provided to the customs authority of the importing Party by submission of any of the following documents:
  - (a) a certificate of non-manipulation provided by the customs authority of the transit third party;
  - (b) other documents issued by the customs authority of the third party, which provide a precise description of goods, the date of transshipment (transfer) of goods and names of vehicles, and certify the conditions under which goods were in that transit third party;
  - (c) transport (shipping) documents certified by customs authority of the third party confirming the route of transportation of goods from the exporting Party through that transit third party.
  
4. Direct consignment shall be considered to be fulfilled also for goods, purchased by importer at exhibitions or fairs, under the following conditions:
  - (a) goods were delivered from the territory of one Party to the territory of a third party, where the exhibition or fair takes place, and remained under the customs control (surveillance) during such event;
  - (b) goods were not used for any purpose other than demonstration from the moment they were sent to the fair or exhibition;
  - (c) goods are imported into the territory of the Party in the same condition in which they were sent to the territory of a third party disregarding changes in their condition due to natural deterioration or loss under normal conditions of transport and storage.

### **Article 10**

#### **Conditions for Granting the Free Trade Regime**

1. The goods shall benefit from the free trade regime in the territories of the Parties if they meet the origin criteria provided for in these Rules and simultaneously the following conditions are met:
  - (a) a valid and duly completed certificate of origin (Form CT-2) or in cases defined in Article 13 of these Rules, a declaration of origin made out in accordance with the requirements defined in these Rules shall be submitted to the customs authority of the importing Party, except for the circumstances provided for in Article 14 of these Rules;
  - (b) the conditions of direct consignment of goods, provided for in Article 9 of these Rules are met;

- (c) the requirements for administrative cooperation, provided for in Article 15 of these Rules are met.
2. The goods, the origin of which was not determined or the origin of which has been determined, but the free trade regime cannot be granted to these goods, shall be imported into the importing Party in accordance with the requirements of the tariff and non-tariff regulation of such Party.
  3. In respect of the goods referred to in paragraph 2 of this Article, the free trade regime may be granted in the territories of the Parties after the release of goods, provided that:
    - (a) the conditions provided for in paragraph 1 of this Article are met;
    - (b) the period of twelve (12) months from the date of registration of the customs declaration in the importing Party has not expired.
  4. The free trade regime shall be granted after the release of goods under the conditions stipulated in these Rules and in accordance with the procedure defined by the customs laws and regulations of the importing Party.
  5. The free trade regime cannot be granted in accordance with paragraph 4 of this Article, in case of detection of falsification of the certificate of origin (Form CT-2) or a declaration of origin, as well as failure to meet the conditions stipulated in paragraph 3 of this Article.

## **Article 11**

### **Grounds for Denial the Free Trade Regime**

1. The customs authority of a Party shall deny granting the free trade regime to goods imported from the other Party in the following cases:
  - (a) one (or more) of the conditions for granting the free trade regime referred to in paragraph 1 of Article 10 of these Rules are not met;
  - (b) the goods specified in the certificate of origin (Form CT-2) (declaration of origin) cannot be identified with the goods declared upon customs declaration;
  - (c) the verification authority of the exporting Party has informed that the certificate of origin (Form CT-2) (declaration of origin) had not been issued (is falsified), had been annulled (withdrawn), or had been issued on the basis of invalid, incorrect or incomplete documents and (or) information;
  - (d) within six (6) months from the date of the request, referred to in paragraph 5 of Article 15 of these Rules (or within eight (8) months from the date of the request, if the exporting Party has requested to extend the period of verification in accordance with paragraph 6 of Article 15 of these Rules), a response regarding the requested certificate of origin (Form CT-2)

- (declaration of origin) has not been received from the verification authority of the exporting Party, or if there is a case provided for in paragraph 8 of Article 15 of these Rules;
- (e) the actual weight of delivered goods exceeds the weight specified in the certificate of origin (Form CT-2) (declaration of origin) by more than five (5) percent;
  - (f) original certificate of origin (Form CT-2) in hard copy has not been submitted at the request of customs authority of the importing Party in the cases provided for in paragraph 4 of Article 13 and paragraph 3 of Article 14 of these Rules;
  - (g) verification visit undertaken in accordance with Article 16 of these Rules does not allow to determine the origin of the goods or indicates the inconsistency of the goods with the origin criteria;
  - (h) within sixty (60) days from the date of dispatch of the request for verification visit, stipulated in paragraph 2 of Article 16 of these Rules, a written consent is not obtained or a refusal to conduct such verification visit is received.
2. The presence of errors (misprints) and/or minor discrepancies made when filling out the certificate of origin (Form CT-2) (declaration of origin), that do not affect the accuracy and substance of the information contained in such certificate of origin (Form CT-2) (declaration of origin), and do not give rise to doubt as to the origin of goods, do not constitute grounds for denial of granting the free trade regime.

## **Article 12**

### **Certificate of Origin**

1. In order to confirm the origin of goods for the purpose of obtaining the free trade regime certificate of origin (Form CT-2) made in accordance with the form provided for in Annex 1 to these Rules and duly completed in accordance with the requirements provided for in this Article and Article 18 of these Rules shall be submitted to the customs authority of the importing Party.
2. The certificate of origin (Form CT-2) submitted to the customs authority of the importing Party shall be original and in hard copy, except in the case provided for in paragraph 2 of Article 14 of these Rules.
3. The certificate of origin (Form CT-2) shall be issued by an authorized body on the basis of the request of an applicant (documents and data submitted by him) before or at the time of exportation of the goods in all cases where the goods meet the requirements of these Rules.



4. The certificate of origin (Form CT-2) shall be issued for goods under one consignment and shall be valid for the purposes of granting the free trade regime for a period of twelve (12) months from the date of issuance of the certificate of origin (Form CT-2) by the authorized body.
5. The actual weight of delivered goods shall not exceed the weight specified in the certificate of origin (Form CT-2) by more than five (5) percent.
6. The certificate of origin (Form CT-2) may be issued also after the exportation of goods on the basis of a written request of the applicant. In this case, the applicant shall additionally submit to the authorized body a customs declaration with the appropriate note of the customs authority, confirming the actual exportation of the goods. The note of the customs authority must be dated earlier than the date of issuance of the certificate of origin (Form CT-2).

When customs declaration is carried out electronically, an electronic notification of the customs authority on crossing the border may be submitted. If customs declaration is not applied when goods are exported from a Party, the documents which confirm the dispatch of goods from the territory of this Party shall be submitted to the authorized body.

In this case in Box 5 of the certificate of origin (Form CT-2) it shall be stated: “Issued retrospectively” or “Выдан впоследствии”.

7. In case of loss or damage of the certificate of origin (Form CT-2), its officially certified duplicate shall be issued. When issuing a duplicate, the date of its issuance shall be indicated in Box 12 “Certification” (“Удостоверение”), and the mark “Duplicate” or “Дубликат” shall be made in Box 5 “For official use” (“Для служебных отметок”), along with the number and date of issuance of the lost or damaged original certificate of origin (Form CT-2). A duplicate certificate of origin (Form CT-2) shall be valid from the date of issuance of the original certificate of origin (Form CT-2). The validity of a duplicate certificate of origin (Form CT-2) for the purposes of obtaining the free trade regime shall not exceed twelve (12) months from the date of issuance of the original certificate of origin (Form CT-2).
8. Instead of a certificate of origin (Form CT-2) cancelled for any reason or when needed to reissue previously issued certificate of origin (Form CT-2) upon the reasonable request of the applicant, the authorized body may issue a new certificate of origin (Form CT-2). In this case, mark “Issued instead of certificate of origin Form CT-2” or “Выдан взамен сертификата формы CT-2” shall be made in Box 5, along with the number and date of the cancelled (reissued) certificate of origin (Form CT-2). The certificate of origin



(Form CT-2) issued instead of another certificate of origin (Form CT-2) shall be assigned with a new registration number.

9. In the case of transportation of goods between the Parties which have not undergone working (processing) other than preservation and packaging operations as well as operations to prepare them for sale and transportation, the authorized body of the Party may issue a replacement certificate instead of certificate of origin (Form CT-2).

A replacement certificate of origin (Form CT-2) shall be issued based on the certificate of origin (Form CT-2) issued by the authorized body of the Party from the territory of which such goods exported into the territory of the other Party, and confirm the country of origin stated in such certificate of origin (Form CT-2).

In this case, mark “Issued on the basis of certificate Form CT-2” or “Выдан на основании сертификата формы СТ-2” or shall be entered in Box 5, along with the number and date of the certificate of origin (Form CT-2) issued by the exporting Party and the issuing authorized body.

10. The authorized body that has issued a certificate of origin (Form CT-2), as well as the applicant, shall keep copy of the certificate, and of any documents relating to it, including those submitted by the applicant, for at least three (3) years from the date of issuance of a certificate of origin (Form CT-2).

### **Article 13 Declaration of Origin**

1. In order to confirm the origin of goods in a small consignment, customs value of which does not exceed the amount equivalent to five thousand (5000) Euro, a certificate of origin (Form CT-2) is not required to be presented to customs authority of the importing Party for purposes of obtaining the free trade regime. In this case, a declaration of origin can be submitted, made out in accordance with Annex 2 to these Rules.
2. The validity of the declaration of origin for the purpose of granting the free trade regime shall not exceed twelve (12) months from the date on which it was signed by the producer, exporter or consignor.
3. The actual weight of delivered goods shall not exceed the weight specified in the declaration of origin by more than five (5) percent.
4. In case where the customs authority of the importing Party has evidence that information on the origin of goods stated in the declaration of origin may be

unreliable then customs authority of the importing Party may require to submit the certificate of origin (Form CT-2).

5. Producer, exporter or consignor making out statement about the country of origin of goods in the declaration of origin shall submit at the request of the verification authority of the exporting Party all the documents and information necessary to confirm the origin of goods in accordance with these Rules.
6. Producer, exporter or consignor shall keep the declaration of origin, as well as any documents relating to it, confirming the origin of goods, for at least three (3) years from the date of its signing.
7. Declaration of origin shall be made in hard copy and shall be signed personally by the authorized representative of the producer, exporter or consignor of the goods, indicating his name and surname.

#### **Article 14**

##### **Cases when Documentary Proof of Origin is not Required**

1. When importing consignments of originating goods, customs value of which does not exceed the amount equivalent to two hundred (200) Euro, declaration of origin or certificate of origin (Form CT-2) shall not be required in order to obtain the free trade regime, provided that such importation is not a part of series of consignments, which may reasonably be considered to have been undertaken or arranged for the purposes of avoiding the submission of certificate of origin (Form CT-2) or declaration of origin.
2. In case of Electronic Origin Certification and Verification System (hereinafter referred to as "EOCVS") referred to in Article 17 of these Rules is developed and implemented, the original certificate of origin (Form CT-2) in hard copy may not be submitted during customs declaration of goods. In this case, the date and number of such certificate of origin (Form CT-2) shall be specified in the customs declaration.
3. If the customs authority of the importing Party has reasonable doubts on the origin of the goods for which the free trade regime is claimed, and (or) there is a discrepancy in the information contained in the EOCVS, or the corresponding information is not available in the EOCVS, the customs authority of the importing Party may require to submit the original certificate of origin (Form CT-2) in hard copy.

## **Article 15**

### **Administrative Cooperation**

1. Prior to the issuance of the certificates of origin (Form CT-2) in accordance with these Rules, the Parties shall provide each other through the Eurasian Economic Commission and the Ministry of Finance – Customs Administration of the Republic of Serbia, respectively, with:
  - (a) samples of certificates of origin (Form CT-2) and additional sheets of the certificates of origin (Form CT-2) including the information on the security features of the certificates of origin (Form CT-2);
  - (b) specimen impressions of stamps of the authorized bodies (these specimen impressions must be original and legible to allow for their unambiguous identification for authenticity);
  - (c) information on the names and addresses of the authorized bodies;
  - (d) information on the names and addresses of the verification authorities.
2. The Eurasian Economic Commission and the Ministry of Finance – Customs Administration of the Republic of Serbia shall be notified in advance, in the same manner, on any changes related to samples and information referred to in paragraph 1 of this Article.

Such notification shall include information on the date from which new stamps of the Party's authorized body shall be used, and on stamps, for which specimen impressions had been provided earlier, instead of which or in addition to which they shall be used.

The exchange of information referred to in paragraphs 1 and 2 of this Article shall be in the English or Russian language.

3. In case of failure to provide information specified in paragraphs 1 and 2 of this Article, and (or) in the case where such information does not meet the requirements set out in paragraphs 1 and 2 of this Article, the free trade regime shall not be granted to the imported goods.
4. The customs authorities of the Parties shall carry out the subsequent verification of certificates of origin (Form CT-2) and declarations of origin either randomly or in case of reasonable doubt of the customs authority of the importing Party regarding the authenticity of documents or accuracy of information contained therein.
5. In cases, referred to in paragraph 4 of this Article, the customs authority of the importing Party may reasonably request the verification authority to confirm the authenticity of the certificate of origin (Form CT-2) (declaration of origin) and (or) the accuracy of information, contained therein, and also provide

additional or clarifying information, including on fulfillment of the origin criterion, and (or) copies of the documents, on the basis of which the certificate of origin (Form CT-2) was issued, including copies of commercial documents (records, invoices, contracts, etc.) issued in third parties.

The verification request shall be accompanied with a copy of the certificate of origin (Form CT-2) (declaration of origin) which is subject to verification.

The verification request shall be made in the English or Russian language.

The verification request shall indicate the reasons for its submission and (or) any other additional information which specifies what information in the certificate of origin (Form CT-2) (declaration of origin) might be inaccurate, except for the cases of verification carried out on a random basis.

6. When customs authority of the importing Party sends a request to the verification authority in accordance with paragraph 5 of this Article, the verification authority shall carry out verification as soon as possible and information with its results, including all requested information, shall be sent to the requesting customs authority within six (6) months from the date of the request.

In exceptional circumstances the exporting Party may send to the requesting customs authority of the importing Party reasonable request to extend the period for response to the verification request by two (2) months. Such a request shall be made within the six- (6) month period as is specified in the first abstract of this paragraph.

These results must clearly indicate whether the documents are authentic and whether the specific goods can be considered as originating in the Party, as well as whether other requirements of these Rules are met.

In the event of a decision to annul a certificate of origin (Form CT-2) or to invalidate the declaration of origin, the verification authority of the exporting Party shall, as soon as possible, inform the customs authority of the importing Party of such a decision.

7. The customs authority of the importing Party shall send a copy of verification request to the verification authority of the exporting Party officially as well as by e-mail using the addresses received in accordance with the procedure stipulated by third abstract of this paragraph.

Verification authority of the exporting Party shall immediately confirm to the requesting customs authority of the importing Party the receipt of the request received by e-mail.

The customs authorities and the verification authorities of the Parties shall exchange the information regarding methods of communication and e-mail addresses that will be used in such exchange within the verification procedures under these Rules.

8. If the results of verification do not allow to establish the authenticity of the certificates of origin (Form CT-2) (declarations of origin) and the accuracy of information stated therein, and also in case if additional or clarifying information, including information on compliance with the origin criteria on the origin of goods, copies of documents, including those on the basis of which the certificate of origin (Form CT-2) had been issued, are not presented, the free trade regime shall not be granted.

#### **Article 16** **Verification Visit**

1. If the customs authority of the importing Party is not satisfied with the outcomes of the verification referred to in Article 15 of these Rules, it may, under exceptional circumstances, request verification visit to the exporting Party to review the records of the verified person referred to in Articles 12 and 13 of these Rules and (or) observe premises (territories) used in the manufacture of the goods.
2. 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 on the territory of the exporting Party in order to check whether the goods of the verified person and (or) conditions of their manufacture comply with the requirements of these Rules, by inspecting the location of the verified person and (or) premises (territories) used in the manufacture of the goods.

For the purposes of this Article the verified person means an exporter and (or) producer of the goods of the exporting Party whose goods are subject of the verification visit.

For the purposes of this Article the subject of the verification visit means the goods in respect of which the verification visit has been requested and documentary proofs of origin have been issued.

Verification visit shall be conducted in accordance with the respective laws and regulations of the exporting Party.

3. In order to conduct a verification visit 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.
4. The request for verification visit shall be reasonable, as comprehensive as possible and shall include, inter alia:
  - (a) name of the customs authority of the importing Party issuing the request;
  - (b) name of the verified person;
  - (c) subject of the proposed verification visit, including reference to the goods and to the reasonable doubts regarding their origin;
  - (d) preliminary information regarding the representatives of the competent authorities who will take part in the verification visit;
  - (e) other additional information indicating the reasonable grounds to conduct the verification visit.
5. Verification authority of the exporting Party shall send written consent or refusal to conduct the verification visit within sixty (60) days from the date of dispatch of the request for verification visit.

The exporting Party shall, within this deadline, obtain consent or refusal to conduct the verification visit from the verified person. The verified person shall be informed on the fact that the denial to conduct verification visit shall be considered as a due ground for the denial of the free trade regime by the customs authority of the importing Party to the goods in question.

6. Where a response referred to in paragraph 5 of this Article is not obtained within sixty (60) days from the date of dispatch of the request for verification visit pursuant to paragraph 3 of this Article or a refusal to conduct such verification visit is received, the importing Party issuing the request shall deny the free trade regime to the previously imported goods in respect of which the verification visit has been requested.
7. Any verification visit shall be launched within sixty (60) days from the date of the receipt of written consent and finished within a reasonable period of time, but no later than one hundred and fifty (150) days from the date of receipt of the written consent.
8. Competent authorities of the exporting and the importing Parties and the verified person shall provide an efficient cooperation required for the verification visit conducted by the Verification Team.

If there are obstacles made by the verified person or other person 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 the free trade regime to the goods which are subject of the verification visit. This information shall be indicated in the report on the results of the verification visit.

9. During the verification visit the Verification Team has the right to request from the verified person any documents and information, including accounting data, related to the subject of the verification visit.
10. The results of the verification visit shall be documented in the English language in the form of a report on the results of the verification request.

Report on the results of the verification request shall contain at least the following information:

- names of the competent authorities conducting the verification visit, including the names and positions of the Verification Team members;
  - name of the verified person;
  - information about goods which are subject of the verification visit;
  - dates of the verification visit;
  - grounds for the verification visit, including description of the initial doubts about the origin of the goods being verified, the requisites of the written consent to conduct verification visit;
  - information about premises and (or) territories where the verification takes place;
  - where applicable, description of the actual production process of the verified goods;
  - outcomes (finding) of the verification visit that clearly indicate the compliance or non-compliance of the verified goods with the requirements of these Rules.
11. The Verification Team conducting the verification visit shall send to the verified person the report on the results of such verification not later than two hundred (200) days from the date of the receipt of written consent.
  12. The importing Party may temporary suspend the free trade regime to the goods similar to those which are subject of the verification visit from the date of dispatch of the request for verification visit till the obtaining of results of the verification visit (approval of report on the results of verification request). In case of such suspension the goods can be released without granting the free trade regime in accordance with the requirements of the importing Party's respective laws and regulations.



The free trade regime shall be granted in accordance with respective laws and regulations of the importing Party based on the results of verification visit, indicating that goods which are subject of verification visit meet the requirements of these Rules.

For the purposes of this paragraph the similar goods are goods classified by the same code of Harmonized System and having the same description as those goods which are the subject of verification visit, manufactured by the same producer or sold by the same exporter as those goods which are the subject of the verification visit.

13. All costs of the Verification Team related to the participation of representatives of the importing Party in the verification visit shall be borne by the importing Party.

### **Article 17**

#### **Development and Implementation of the Electronic Origin Certification and Verification System**

1. The Parties shall endeavour to implement the EOCVS no later than two (2) years from the date of entry into force of this Agreement.
2. The EOCVS shall be based on the information exchange on issued certificates of origin (Form CT-2) between the authorized bodies and the customs authorities of the Parties. Such information exchange should enable:
  - (a) non-submission to the customs authority of the importing Party of the original certificate of origin (Form CT-2) in hard copy when customs declaration of goods is carried out electronically;
  - (b) verification by the customs authority of the importing Party of the authenticity and content of the certificates of origin (Form CT-2) issued by the authorized body of the exporting Party.
3. For the purpose of developing and implementing the EOCVS, the Parties shall establish an expert working group.
4. The rules for the exchange of information within the EOCVS, including technical conditions, shall be defined separately.

### **Article 18**

#### **Requirements and Procedures for Completing of the Certificate of Origin**

1. The certificate of origin (Form CT-2) shall be issued and completed by printing (except in cases specified below) in the English or Russian language on paper

with a protective netting or protective color field in A4 format (210 x 297 mm) with a density of at least 25 g/sq. m and produced typographically.

2. The use of facsimile signatures of persons and presence of erasures, corrections and (or) additions, not certified by the authorized body, are not allowed in the certificates of origin (Form CT-2).
3. Corrections and (or) additions to the certificate of origin (Form CT-2) shall be made by striking out erroneous information and typing or handwriting of correct information, which shall be certified by stamp of the authorized body, that previously issued the certificate of origin (Form CT-2).
4. The certificate of origin (Form CT-2) shall be completed in accordance with the following requirements:
  - (a) in Box 1 – “Consignor/exporter (name and address)” (“Грузоотправитель/экспортер (наименование и адрес)”) the name of consignor/exporter and his full address and country shall be entered. If the consignor and exporter are different persons, it shall be specified that the consignor (name and address) acts on behalf (“to order”) of the exporter (name and address). If the consignor/exporter is a natural person, his surname, name and address shall be entered;
  - (b) in Box 2 – “The consignee/importer (name and address)” (“Грузополучатель/ импортер (наименование и адрес)”) the name of the consignee (importer), and his full address and country shall be entered. If the consignee and the importer are different persons, it shall be specified that the consignee (name and address) acts on behalf (“to order”) of the importer (name and address). If the consignee/importer is a natural person, his surname, name and address shall be entered;
  - (c) in Box 3 – “Means of transport and route (as far as known)” (“Средства транспорта и маршрут следования (насколько это известно)”) means of transport and route, as far as known, shall be entered;
  - (d) in Box 4 – the registration number of the certificate of origin (Form CT-2), the Party that has issued the certificate of origin (Form CT-2), and the Party for which the certificate of origin (Form CT-2) is to be submitted shall be entered. The registration number may be indicated by handwriting or stamping;
  - (e) in Box 5 – “For official use” (“Для служебных отметок”) official marks of authorized body of the countries of export, transit, and (or) the receipt of goods shall be entered by handwriting or stamping, as well as, if necessary, the following marks: “Дубликат” or “Duplicate”, “Выдан взамен сертификата формы СТ-2” or “Issued instead of certificate Form CT-2”, “Выдан впоследствии” or “Issued retrospectively”, “Выдан на основании сертификата формы СТ-2” or “Issued on the basis of

certificate Form CT-2” and other records. Handwritten records shall be certified as provided for in paragraph 3 of this Article;

- (f) in Box 6 – “№”, the item number of the goods shall be entered;
- (g) in Box 7 – “Number and kind of packages” (“Количество мест и вид упаковки”) the number and kind of packages shall be entered;
- (h) in Box 8 – “Description of goods” (“Описание товара”) the commercial name of goods shall be entered, as well as other information allowing to identify the goods with those declared for the purpose of customs declaration. In case of insufficient space in Box 8, an additional sheet(s) of the certificate of origin (Form CT-2) (the form of the additional sheet is given in Annex 1 to these Rules) may be used, and shall be completed in the prescribed manner (certified by signature, stamp and assigned the same registration number as the one entered in Box 4 of the certificate of origin (Form CT-2));
- (i) in Box 9 – “Origin criterion” (“Критерий происхождения”) the following origin criteria shall be entered:
  - “P” – good is wholly obtained in the Party;
  - “Y” – good is sufficiently worked (processed) in the Party stating the percentage of the value of non-originating material used in the manufacture in the value of exported goods (for example, “Y 15 %”);
  - “Pk” – good is considered as originating based on the cumulation principle.

The origin criteria shall be respectively entered for all goods stated in Box 9;

- (j) in Box 10 – “Quantity of goods” (“Количество товара”) gross weight (kg), and (or) other quantitative characteristics of the goods shall be entered;
- (k) in Box 11 – “Number and date of invoice” (“Номер и дата счета-фактуры”) numbers and dates of all invoices for goods for which the certificate of origin (Form CT-2) is issued shall be entered;
- (l) in Box 12 – “Certification” (“Удостоверение”) authorized body’s name, address, stamp and date of issuance of the certificate of origin (Form CT-2) (duplicate) shall be entered, as well as signature, surname and name (initials) of the person, authorized to approve the certificate of origin (Form CT-2) (duplicate). The date, surname and name (initials) of the authorized person may be entered by handwriting or stamping.

If information on the full name of authorized body of a Party in the English or Russian language are given in the stamp impression, additional entering of the referred information in this Box is not compulsory.

Stamp impression must be clear to allow where necessary the verification of its authenticity;

- (m) in Box 13 – “Declaration by the applicant” (“Декларация заявителя”) country where the goods were wholly obtained or sufficiently worked (processed) (the EAEU Member State or Serbia), the date of declaration

of the information on the country of origin shall be entered, as well as applicant's stamp (if any), signature, name and initials. The date and applicant's name and initials may be entered by handwriting or stamping.

5. Completing the certificate of origin (Form CT-2) on the reverse side of the form shall not be allowed.

### **Article 19**

#### **Transitional Provisions**

Within one (1) year from the date of entry into force of this Agreement the authorized bodies may use the certificates of origin (Form CT-2) other than the form set out in Annex 1 to these Rules that are in use by the Parties. Such certificates of origin (Form CT-2) shall be completed taking into account the requirements set forth in Article 18 of these Rules.

ANNEX 1  
to the Rules of Origin

**Certificate of origin (Form CT-2) and additional sheet  
of certificate of origin (Form CT-2)**

**I. Certificate of origin (Form CT-2)**

(in Russian)

1. Грузоотправитель/экспортер (наименование и адрес)			4. № _____  Сертификат о происхождении товара Форма СТ-2		
2. Грузополучатель/импортер (наименование и адрес)			Выдан в _____ (наименование страны)  Для предоставления в _____ (наименование страны)		
3. Средства транспорта и маршрут следования (насколько это известно)			5. Для служебных отметок		
6. №	7. Количество мест и вид упаковки	8. Описание товара	9. Критерий происхождения	10. Количество товара	11. Номер и дата счета-фактуры
12. Удостоверение Настоящим удостоверяется на основе проведенного контроля, что декларация заявителя соответствует действительности			13. Декларация заявителя Нижеподписавшийся заявляет, что вышеприведенные сведения соответствуют действительности, что все товары полностью произведены или подвергнуты достаточной обработке (переработке) в _____ (наименование страны)  и что они отвечают требованиям происхождения, установленным в отношении таких товаров		
..... Подпись                      Дата                      Печать			..... Подпись                      Дата                      Печать		

(in English)

1. Consignor/exporter (name and address)			4. № _____  Certificate of origin Form CT-2		
2. Consignee/importer (name and address)			Issued in  _____ (country)  For submission to  _____ (country)		
3. Means of transport and route (as far as known)			5. For official use		
6. №	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			13. Declaration by the applicant The undersigned hereby declares that the above details are correct: that all goods were produced or underwent sufficient processing in  _____ (country)  and that they comply with the origin requirements specified for these goods		
..... Signature                  Date                  Stamp			..... Signature                  Date                  Stamp		





ANNEX 2  
to the Rules of Origin

**DECLARATION OF ORIGIN**

Declaration of origin means statement about the country of origin of goods made out by the producer, exporter or consignor in the form of the following entry in the English or Russian language.

*In English:*

The exporter \_\_\_\_\_ “1” declares that the country of origin of goods covered by this document is \_\_\_\_\_ “2”.

\_\_\_\_\_ “3”  
Date, Signature

Notes:

“1” – name of the exporter, producer or consignor of goods in accordance with accompanying documents;

“2” – name of country of origin of goods;

“3” – signature, surname and name of authorized representative of producer, exporter or consignor.

*In Russian:*

Экспортер \_\_\_\_\_ “1” заявляет, что страной происхождения товаров, поименованных в настоящем документе, является \_\_\_\_\_ “2”.

\_\_\_\_\_ “3”  
Дата, подпись

Примечания:

“1” – указывается наименование изготовителя, экспортера или грузоотправителем товаров согласно товаросопроводительным документам;

“2” – указывается наименование страны происхождения товаров;

“3” – указываются подпись, фамилия и имя уполномоченного представителя изготовителя, экспортера или грузоотправителя.

## **ANNEX 4**

### **PROVISIONS REGARDING DETERMINATION OF NORMAL VALUE IN THE ANTI-DUMPING INVESTIGATIONS**

The Parties have agreed as follows:

For the purposes of an anti-dumping investigation and any subsequent anti-dumping proceedings, including reviews, each Party shall not apply any methodology for determination of the normal value of the like product destined for consumption in the domestic market of the exporting Party based on surrogate country data in whole or in part, pursuant to paragraph 2.7 of Article 2 of the Anti-Dumping Agreement or the second Supplementary Provision to paragraph 1 of Article VI of the GATT 1994 contained in Annex I to the GATT 1994 (Notes and Supplementary Provisions).

For the purposes of an anti-dumping investigation and any subsequent anti-dumping proceedings, including reviews, each Party shall not apply any methodology that permits to disregard or adjust costs data pertaining to producers and (or) exporters of the like product destined for consumption in the domestic market of the exporting Party in cases when an investigating authority concludes that because of any specific characteristics of the market of the factors of production used in manufacturing of the like product:

- (a) a particular market situation exists on the market of the like product; and  
(or)
- (b) costs data kept in the records of producers or exporters of the product under investigation does not reasonably reflect the costs associated with the production and sale of the product under consideration where the records suitably and sufficiently correspond to or reproduce those costs actually incurred by those exporters or producers.

## ANNEX 5 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 Marrakesh Agreement Establishing the World Trade Organization, done on 15 April 1994.

#### **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 29 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 ten (10) days from the date of its receipt and shall enter into consultations with the complaining Party in good faith within thirty (30) days from the date of receipt of the request in order to reach a mutually acceptable solution.
4. Consultations in cases of urgency, including those regarding perishable goods, shall be held within fifteen (15) 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 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 sixty (60) days or in cases of urgency, including those regarding perishable goods within thirty (30) 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 29 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 twenty (20) 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 Free Trade Agreement between the Eurasian Economic Union and its Member States, of the one part, and the Republic of Serbia, of the other part, the matter referred to in the request for the establishment of an Arbitral Panel pursuant to Article 7 of Annex 5 to this Agreement, to rule on the conformity of the measure in question with the provisions referred to in Article 3 of Annex 5 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 5 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 paragraph 3 of this Article.

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 thirty (30) 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 the Republic of Serbia 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 fifteen (15) 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 the Republic of Serbia; or
  - (b) having permanent place of residence in the territory of a Member State of the Eurasian Economic Union or the Republic of Serbia.
4. If the necessary appointments have not been made within the periods of time specified in paragraph 2 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 the Republic of Serbia 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 the Republic of Serbia 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 fifteen (15) 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 ten (10) 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 twelve (12) 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 twelve (12) 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 ninety (90) days, or sixty (60) 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 thirty (30) days unless the disputing Parties agree otherwise.
4. Any disputing Party may submit written comment on the initial report to the Arbitral Panel within fifteen (15) 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 six (6) days of its receipt. If no comments are received from any 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 thirty (30) 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 fifteen (15) 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 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 one hundred fifty (150) days or eighty (80) 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 fifteen (15) 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 seven (7) 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 ten (10) 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 Party considers ambiguous. The Arbitral Panel shall respond to the request within ten (10) 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 twenty (20) 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 thirty (30) 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 fifteen (15) 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 thirty (30) 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 thirty (30) 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 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.