

**POLITICAL, FREE TRADE AND STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN UKRAINE AND THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND**

PREAMBLE

UKRAINE, of the one part, and THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, hereinafter referred to as 'the United Kingdom' or 'the UK', of the other part, hereinafter jointly referred to as 'the Parties',

TAKING ACCOUNT of the active development of bilateral relations between the Parties as well as their desire to strengthen and widen their relations and strategic partnership;

COMMITTED to a close and lasting relationship that is based on common values, namely respect for democratic principles, the rule of law, good governance, human rights and fundamental freedoms, including the rights of persons belonging to national minorities, non-discrimination of persons belonging to minorities and respect for diversity, human dignity and commitment to the principles of a free market economy;

RECOGNISING that the Parties share common values and are committed to promoting those values;

CONVINCED of the need to help strengthen the atmosphere of friendship, mutual confidence and respect, understanding and cooperation in international relations and determined to play an active part in this process;

CONFIRMING that the United Kingdom acknowledges the EU membership aspirations of Ukraine and welcomes its European choice, as well as recognising the significant progress Ukraine has made in reforms to this end;

RECOGNISING Ukraine's continuing reform of its defence and security sectors, its strong commitment and contribution to international security, its Euro-Atlantic aspirations towards NATO membership and the progress it has made in this regard;

CONFIRMING that the United Kingdom will continue to support the political, socio-economic, legal and institutional reforms in Ukraine with the aim of building a developed and sustainable democracy and a strong market economy;

COMMITTED to implementing all the principles and provisions of the United Nations Charter, the Organization for Security and Cooperation in Europe (OSCE), in particular the Helsinki Final Act of 1975 of the Conference on Security and Cooperation in Europe, the concluding documents of the Madrid and Vienna Conferences of 1991 and 1992 respectively, the Charter of Paris for a New Europe of 1990, the United Nations Universal Declaration on Human Rights of 1948 and the European Convention for the Protection of Human Rights and Fundamental Freedoms of 1950;

CONSCIOUS of their responsibility to help preserve peace and strengthen security in Europe and the whole world;

DESIROUS of strengthening international peace and security as well as engaging in effective multilateralism and the peaceful settlement of disputes, in particular by closely cooperating, to that end, within the framework of the UN, the OSCE, the Council of Europe and other international organisations or entities of which the Parties are members;

REAFFIRMING the willingness of the Parties to respond jointly to regional and global security threats to comply with and restore the international order and international law;

EMPHASISING that in international relations it is impermissible for the threat or use of force to be employed as a means of settling disputes, and that all international disputes should be settled exclusively by peaceful means;

COMMITTED to promoting the independence, sovereignty, territorial integrity and inviolability of borders in accordance with international law, the UN Charter, the Helsinki Final Act of 1975 of the Conference on Security and Cooperation in Europe and the relevant resolutions of the UN Security Council and the General Assembly;

FULLY SUPPORTING the firm commitment of Ukraine to peace and security, and its efforts to restore through peaceful settlement Ukraine's sovereignty and territorial integrity within its internationally recognised borders;

RECOGNISING that Russia's hostile actions against Ukraine undermine Ukraine's sovereignty and territorial integrity in violation of international law;

COMMITTED to strictly adhering to the policy of non-recognition of Russia's attempted annexation of the Autonomous Republic of Crimea and the city of Sevastopol;

DESIROUS of achieving an ever-closer cooperation on bilateral, regional and international issues of mutual interest;

COMMITTED to reaffirming the international obligations of the Parties to fighting against the proliferation of weapons of mass destruction, related materials and their means of delivery, and to cooperating on arms control and international efforts on disarmament;

REAFFIRMING the importance and efficiency of the security assurances enshrined in the Budapest Memorandum on Security Assurances in Connection with Ukraine's Accession to the Treaty on the Non-Proliferation of Nuclear Weapons of 5 December 1994 (the Budapest Memorandum);

DESIROUS of achieving a high level of economic cooperation, inter alia through a Free Trade Area (FTA) as an integral part of this Agreement, in compliance with rights and obligations arising out of the World Trade Organisation (WTO) membership of the Parties;

COMMITTED to developing a new climate conducive to economic relations between the Parties, and above all for the development of trade and investment and stimulating competition;

ACKNOWLEDGING the need for enhanced energy cooperation, and the commitment of the Parties to ongoing implementation of the Energy Charter Treaty;

COMMITTED to enhancing cooperation in the areas of energy, energy security, energy saving, energy efficiency and the use of renewable energy sources, facilitating the development of appropriate infrastructure and achieving a high level of nuclear safety and security;

COMMITTED to enhancing cooperation on legal migration based on reciprocity and equity and to cooperating on tackling illegal migration and trafficking in human beings;

RECOGNISING the importance of creating the most favourable conditions for entry and stay of nationals of the Parties in the territory of the other Party and of improving the well-managed and secure mobility of people;

COMMITTED to combating transnational organised crime, including, amongst others, money laundering and smuggling, to reducing the supply of and demand for illicit drugs and to intensifying cooperation in the fight against terrorism;

AGREEING that environmental protection is a high priority;

DESIROUS of promoting cooperation in the field of health care and public health protection;

COMMITTED to enhancing cooperation aimed at protecting and improving the environment and the principles of sustainable development and green economy;

COMMITTED to enhancing people-to-people contacts, including through cooperation and exchange in the fields of science and technology, business, youth, education, culture and sport;

RECOGNISING the value of cooperation between the regional bodies of each Party;

TAKING INTO ACCOUNT that this Agreement will not prejudice and leaves open future developments in relations between the Parties;

RECOGNISING that the Association Agreement between the European Union and the European Atomic Energy Community and their Member States, of the one part, and Ukraine, of the other part, done at Brussels on 27 June 2014 (the EU-Ukraine Association Agreement) will cease to apply to the United Kingdom at the end of any transitional arrangement during which the rights and obligations under that Agreement continues to apply to the United Kingdom;

RECOGNISING that the Treaty on the Principles of Relations and Co-operation between the United Kingdom of Great Britain and Northern Ireland and Ukraine, done at London on 10 February 1993, will cease to have effect from the date of entry into force of this Agreement;

HAVE AGREED AS FOLLOWS

ARTICLE 1

Objectives

1. A strategic partnership is hereby established between Ukraine, of the one part, and the United Kingdom, of the other part.
2. The Parties identify the following key aims of their strategic partnership:
 - (a) developing political and economic cooperation based on common values;
 - (b) providing an appropriate framework for a Strategic Partnership Dialogue in all areas of mutual interest, in accordance with Article 4 and Title VII of this Agreement;
 - (c) promoting, preserving and strengthening peace and stability in the regional and international dimensions in accordance with the principles of the United Nations Charter and of the Helsinki Final Act of 1975 of the Conference on Security and Cooperation in Europe and the objectives of the Charter of Paris for a New Europe of 1990, as well as with regard to the principles set out in the Budapest Memorandum;
 - (d) strengthening engagement for peaceful resolution of the conflict caused by Russia's hostile actions, in full respect of the sovereignty and territorial integrity of Ukraine within its internationally recognised borders, as well as for economic recovery and reintegration;
 - (e) supporting Ukraine's continuing political, economic, defence and security reforms, which are aimed at realising its European and Euro-Atlantic aspirations, including towards EU and NATO membership;
 - (f) cooperating on the international stage in order to maintain the policy of non-recognition of Russia's attempted annexation of the Autonomous Republic of Crimea and the city of Sevastopol until the full restoration of the territorial integrity and sovereignty of Ukraine;
 - (g) further developing a close relationship in the field of security and defence to tackle threats to peace and stability;
 - (h) establishing conditions for enhanced economic and trade relations, including by setting up a Free Trade Area as stipulated in Title IV (Trade and Trade-related Matters) of this Agreement;
 - (i) enhancing cooperation in the field of justice, freedom and security with the aim of reinforcing the rule of law and respect for human rights and fundamental freedoms;
 - (j) enhancing interaction of law enforcement agencies and the judiciary of the Parties with the aim of counteracting common transnational criminal threats as well as corruption;
 - (k) supporting and developing cooperation in the fields of education, science, culture, youth and sport with the aim of fostering people-to-people ties and collaboration between the Parties and their institutions operating in these domains;

- (l) establishing conditions for increasingly close cooperation in other areas of mutual interest.

TITLE I GENERAL PRINCIPLES

ARTICLE 2

1. Respect for democratic principles, human rights and fundamental freedoms, as defined in particular in the Helsinki Final Act of 1975 of the Conference on Security and Cooperation in Europe and the Charter of Paris for a New Europe of 1990, and other relevant human rights instruments, among them the UN Universal Declaration of Human Rights of 1948 and the European Convention for the Protection of Human Rights and Fundamental Freedoms of 1950, and respect for the principle of the rule of law shall form the basis of the domestic and external policies of the Parties and constitute essential elements of this Agreement.

2. Promotion of respect for the principles of sovereignty and territorial integrity, inviolability of borders and independence also constitutes an essential element of this Agreement.

3. Cooperating and contributing to countering the proliferation of weapons of mass destruction, related materials and their means of delivery through full compliance with, and national implementation of, the Parties' existing obligations under international disarmament and non-proliferation treaties and agreements and other relevant international obligations also constitutes an essential element of this Agreement.

4. The Parties reaffirm their respect for the principles set out in the Budapest Memorandum.

5. The Parties recognise that the principles of a free market economy and sustainable development underpin their relationship.

6. The Parties reaffirm their commitment to the rule of law, good governance, the fight against corruption, as well as the fight against the different forms of trans-national organised crime and terrorism.

7. The Parties shall develop their relations in strict observance of the principles of international law and in good faith.

TITLE II STRATEGIC POLITICAL DIALOGUE AND COOPERATION IN THE FIELD OF FOREIGN AND SECURITY POLICY

ARTICLE 3

Aims of strategic political dialogue

1. Strategic political dialogue in all areas of mutual interest shall be further developed and strengthened between the Parties through the Strategic Partnership Dialogue created in Article 400 of this Agreement.

2 The aims of the strategic political dialogue shall be:

- (a) to increase political, foreign and security policy cooperation and effectiveness;
- (b) to promote the peaceful resolution of the conflict caused by Russia's hostile actions, in full respect of the sovereignty and territorial integrity of Ukraine within its internationally recognised borders;
- (c) to cooperate in international fora in order to maintain the policy of non-recognition of Russia's attempted annexation of the Autonomous Republic of Crimea and the city of Sevastopol until the full restoration of the territorial integrity and sovereignty of Ukraine;
- (d) to seek to restore and maintain peace and promote international stability and security based on effective multilateralism, as well as to jointly address global and regional challenges and threats;
- (e) to enhance security and defence cooperation, as well as seek to establish closer collaboration between the defence industries of the two nations;
- (f) to progress security and defence sector reforms to align with the standards upheld by NATO member states;
- (g) to contribute to consolidating domestic reforms aimed at strengthening sustainable democracy, the rule of law and developing a strong market economy;
- (h) to strengthen respect for democratic principles, the rule of law and good governance, human rights and fundamental freedoms, including the rights of persons belonging to national minorities, non-discrimination of persons belonging to minorities and respect for diversity;
- (i) to enhance cooperation in the field of justice, law enforcement and the fight against crime;
- (j) to enhance cooperation in the field of migration, including mobility of citizens.

ARTICLE 4

Fora for the conduct of the Strategic Partnership Dialogue

1. The Parties shall hold annual meetings of the Strategic Partnership Dialogue at high official or highest governmental level on all aspects of bilateral cooperation, including security, economic and migration issues, as well as on international and regional issues of mutual interest, in accordance with Title VII of this Agreement. For the purposes of this Article, the UK recognises migration under the UN Global Compact for Migration, including but not limited to, visas, border security and returns policy.

2. Notwithstanding paragraph 1 of this Article, the Strategic Partnership Dialogue may also meet at any time and at any level, including at short notice where a situation so requires, to address any aspect of bilateral cooperation, as well as any international and regional issues of mutual interest.

3. The Parties shall encourage exchanges between members of their respective legislatures. They shall encourage cooperation and exchanges of experience in parliamentary procedures and practice, and in the preparation of legislation, and nothing in this Agreement shall restrict cooperation between the UK Parliament and the Verkhovna Rada of Ukraine.

4. The Parties shall also encourage contacts and exchanges of experience in public administration, in the judiciary and between legal bodies, and between press and media organisations.

ARTICLE 5

Dialogue and cooperation on domestic reform

The Parties shall cooperate in order to ensure that their internal policies are based on principles common to the Parties, in particular stability and effectiveness of democratic institutions and the rule of law, and on respect for human rights and fundamental freedoms, in particular as referred to in Article 13 of this Agreement.

ARTICLE 6

Foreign and security policy

1. The Parties shall, through the Strategic Partnership Dialogue created in Article 400 of this Agreement, intensify their dialogue and cooperation in the area of foreign and security policy and shall strengthen practical cooperation in the areas of conflict prevention, peaceful conflict resolution and crisis management, regional stability, non-proliferation, arms control and arms export control and international efforts on disarmament.

2. The Parties shall work together bilaterally and within international organisations to respond effectively to regional and global security threats.

3. The Parties shall aim for the convergence of their foreign policy positions in the international arena on matters of common interest.

4. The Parties shall intensify the implementation of defence and security cooperation and assistance programs, as well as military and military-technical cooperation with the aim of further developing a close partnership in the field of security and defence, including through entering into relevant agreements.

ARTICLE 7

Peaceful conflict resolution and post-conflict recovery

1. The Parties reiterate their commitment to peace and security in Ukraine, including the resolution of the conflict caused by Russia's hostile actions, in full respect of the sovereignty and territorial integrity of Ukraine within its internationally recognized borders. Conflict

resolution will constitute one of the central subjects of the strategic political relationship between the Parties in accordance with Article 3 of this Agreement, as well as in dialogue in other bilateral and multilateral formats.

2. The United Kingdom reaffirms its commitment to advocating internationally the policy of non-recognition of Russia's attempted annexation of the Autonomous Republic of Crimea and the city of Sevastopol.

3. The Parties underline the necessity of maintaining peaceful resolution of the Russia-Ukraine conflict high on the international agenda and express their commitment in this context to coordinate efforts with other relevant international actors and organisations, including by maintaining international pressure on Russia and the use of sanctions, as appropriate.

4. The United Kingdom will support Ukraine's efforts aimed at the post-conflict recovery of the Donbas, in particular in rebuilding the economy and infrastructure of the liberated territories and the implementation of social programs to reintegrate the local population.

ARTICLE 8

Regional stability

1. The Parties shall intensify their joint efforts to promote stability, security and democratic development in the region, as well as to work together for the prevention and peaceful settlement of regional conflicts.

2. These efforts shall follow commonly shared principles for maintaining international peace and security as established by the UN Charter, the Helsinki Final Act of 1975 of the Conference on Security and Cooperation in Europe and other relevant multilateral instruments.

ARTICLE 9

Military and military-technical cooperation

1. The Parties shall enhance practical cooperation in conflict prevention and crisis management.

2. Cooperation in this field shall be based on modalities and arrangements between Ukraine and the United Kingdom on consultation and cooperation on crisis management.

3. The Parties shall effect military and military-technical cooperation in areas of mutual interest, including but not limited to information on the development and implementation of national military doctrines, advice on defence policy and management, participation in joint exercises, military intelligence, the training of service personnel, legal matters of military service, cooperation in areas of military healthcare, identifying opportunities to purchase military equipment, spare parts and supplies, as well as improvement of defence and military capabilities.

ARTICLE 10

Non-proliferation of weapons of mass destruction

1. The Parties consider that the proliferation of weapons of mass destruction, related materials and their means of delivery, to both state and non-state actors, represents one of the most serious threats to international stability and security. The Parties shall therefore cooperate and contribute to countering the proliferation of weapons of mass destruction, related materials and their means of delivery through full compliance with, and national implementation of, their existing obligations under international disarmament and non-proliferation treaties and agreements and other relevant international obligations, taking into account the provisions in nuclear non-proliferation treaties relating to civil nuclear energy.

2. The Parties shall cooperate and contribute to countering the proliferation of weapons of mass destruction, related materials and their means of delivery by:

- (a) taking steps to sign, ratify or accede to, as appropriate, and fully implement all other relevant international instruments, and
- (b) further improving the system of national export controls, in order to control effectively the export and transfer as well as transit of goods related to weapons of mass destruction, including through the effective implementation of end-use based "catch-all" controls and controls on transfer of sensitive technology by intangible means and provision of Technical Assistance that may contribute to the proliferation of weapons of mass destruction and means for their delivery, as well as effective sanctions for violations of export controls.

ARTICLE 11

Arms control, arms export control and the fight against illicit trafficking of arms

1. The Parties shall develop further cooperation on arms control and international efforts on disarmament, as well as with the aim of dealing with the impact on the population and on the environment of abandoned and unexploded ordnance. Cooperation on arms control shall also include export control and the fight against illicit trafficking of arms, including small arms and light weapons. The Parties shall promote universal adherence to, and compliance with, relevant international instruments and shall aim to ensure their effectiveness, including through implementation of the relevant United Nations Security Council Resolutions.

2. The Parties reaffirm their commitment to continue the process of conventional arms control, including through the full implementation of the Treaty on Conventional Armed Forces in Europe.

ARTICLE 12

Fight against crime

1. The Parties shall work closely together in the fight against crime, including organized crime and cybercrime, trafficking in human beings, smuggling, money laundering, illegal

international transactions in cultural art objects, civil aviation and navigation threats, as well as hybrid threats.

2 The Parties shall exchange experience and seek to enter into agreements to facilitate cooperation in this field.

TITLE III JUSTICE, FREEDOM AND SECURITY

ARTICLE 13

Rule of law and respect for human rights and fundamental freedoms

1. In their cooperation on justice, freedom and security, the Parties shall attach particular importance to the consolidation of the rule of law and the reinforcement of institutions at all levels in the areas of administration in general and law enforcement and the administration of justice in particular. Cooperation shall, in particular, aim at strengthening the judiciary, improving its efficiency, safeguarding its independence and impartiality, and combating corruption. Respect for human rights and fundamental freedoms will guide all cooperation on justice, freedom and security.

2 Cooperation between the Parties, based on shared values, will reflect the balance between security on the one hand, and justice and freedom on the other.

ARTICLE 14

Protection of personal data

1. The Parties shall cooperate in order to ensure an adequate level of protection of personal data in accordance with the highest European and international standards, including the relevant Council of Europe instruments. Cooperation on personal data protection may include, inter alia, the exchange of information and of experts.

2. The Parties agree to cooperate in order to ensure that compliance with the relevant requirements for the protection of personal data are upheld when exchanging technical, operational and strategic information between law enforcement agencies.

ARTICLE 15

Cooperation on migration, asylum and border management

The Parties shall cooperate in the field of migration, asylum and border management, focusing jointly on:

(a) tackling the root causes of irregular migration, pursuing actively the possibilities of cooperation in this field with third countries and in international fora;

- (b) establishing an effective and preventive policy against irregular migration, smuggling of migrants and trafficking in human beings including how to combat networks of smugglers and traffickers and how to protect the victims of such trafficking;
- (c) establishing an inter-state dialogue on asylum issues and in particular on matters relating to the practical implementation of the UN Convention of 1951 relating to the Status of Refugees and the Protocol relating to the Status of Refugees of 1967 and other relevant international instruments, as well as ensuring the respect by the Parties for the principle of non-refoulement;
- (d) further developing operational measures in the field of border management, subject to:
 - 1. cooperation on border management may include, inter alia, training, exchange of best practices including technological aspects, exchange of information in line with applicable rules and, where appropriate, exchange of liaison officers;
 - 2. efforts of the Parties in this field will aim at the effective implementation of the principle of integrated border management;
- (e) enhancing document security;
- (f) developing an effective return policy; and
- (g) exchanging views on the informal employment of migrants.

ARTICLE 16

Treatment of workers

Subject to the laws, conditions and procedures applicable by the Parties, treatment accorded to workers who are nationals of one Party and who are legally employed in the territory of the other Party shall be free of any discrimination based on nationality as regards working conditions, remuneration or dismissal, compared to the nationals of that Party.

ARTICLE 17

Mobility of workers

The Strategic Partnership Dialogue shall regularly review the granting of more favourable provisions for mobility of workers, including by providing access to professional training, in accordance with laws, conditions and procedures in force in the UK and Ukraine, and taking into account the labour market in the UK and Ukraine.

ARTICLE 18
Movement of persons

The Parties shall establish cooperation aimed at facilitating movement of persons and shall, where the conditions for well-managed and secure mobility are in place, take gradual steps towards making it easier for citizens to travel to and visit each other's countries.

ARTICLE 19
Fight against money laundering and terrorism financing

The Parties shall work together in order to prevent and combat money laundering and terrorism financing. To that end, the Parties shall enhance bilateral and international cooperation in this field, including at operational level. The Parties shall ensure implementation of relevant international standards, in particular those of the Financial Action Task Force (FATF).

ARTICLE 20
Cooperation in the fight against illicit drugs, and on precursors and psychotropic substances

1. The Parties shall cooperate on issues relating to combating illicit trafficking in narcotic drugs, psychotropic substances and their precursors on the basis of commonly agreed principles along the lines of the relevant international conventions, and taking into account the 2009 Political Declaration and Plan of Action on International Cooperation towards an Integrated and Balanced Strategy to Counter the World Drug Problem and the outcome document of the 2016 United Nations General Assembly Special Session on the world drug problem "Our Joint Commitment to Effectively Addressing and Countering the World Drug Problem".
2. This cooperation shall aim to combat illicit drugs, reduce the supply of, trafficking in, and demand for, illicit drugs, and cope with the health and social consequences of drug abuse. It shall also aim at a more effective prevention of diversion of chemical precursors used for the illicit manufacture of narcotic drugs and psychotropic substances.
3. The Parties shall use the necessary methods of cooperation to attain these objectives, ensuring a balanced and integrated approach towards the issues at stake.

ARTICLE 21
Fight against crime and corruption

1. The Parties shall cooperate in combating and preventing crime and corruption.
2. This cooperation shall address, inter alia:
 - (a) smuggling of, and trafficking in, human beings as well as firearms and illicit drugs;
 - (b) trafficking in goods;

- (c) economic crimes including in the field of taxation;
- (d) corruption, both in the private and public sector;
- (e) forgery of documents;
- (f) cybercrime; and
- (g) new crime types, including hybrid threats.

3. The Parties shall enhance bilateral, regional and international cooperation in this field, including, where appropriate, cooperation that involves the International Criminal Police Organization (Interpol) and the European Union Agency for Law Enforcement Cooperation (Europol). The Parties shall further develop their cooperation on, inter alia:

- (a) the exchange of best practice, including on investigation techniques and crime research;
- (b) the exchange of information in line with applicable rules;
- (c) capacity-building, including training and, where appropriate, the exchange of staff; and
- (d) issues relating to the protection of witnesses and victims.

4. The Parties are committed to implementing effectively the UN Convention against Transnational Organised Crime of 2000 and its three Protocols, the UN Convention against Corruption of 2003 and other relevant international instruments.

ARTICLE 22

Cooperation in fighting terrorism

1. The Parties agree to cooperate in the prevention and suppression of acts of terrorism in accordance with international law, international human rights law, refugee law and international humanitarian law, and the respective laws and regulations of the Parties. In particular, the Parties agree to cooperate on the basis of the full implementation of Resolution No. 1373 of the UN Security Council of 2001, the United Nations Global Counter-Terrorism Strategy of 2006 and subsequent updates and other relevant UN instruments, and applicable international conventions and instruments.

2. The Parties shall do so in particular by exchanging:

- (a) information on terrorist groups and their support networks;
- (b) experience and information on terrorism trends and on the means and methods of combating terrorism, including in technical areas, and training; and

- (c) experience in respect of terrorism prevention.

All exchange of information shall take place in accordance with international and national law.

- 3. In accordance with paragraph one of this Article, the Parties further:

- (a) reaffirm their conviction that terrorism in all forms and manifestations constitutes one of the most serious threats to international peace and security and that any acts of terrorism are criminal and unjustifiable regardless of their motivations, whenever, wherever and by whomsoever committed; and

- (b) reiterate their commitment to combat terrorism by all means and shall ensure that any person who participates in the financing, planning, preparation or perpetration of terrorist acts or in supporting terrorist acts is brought to justice.

ARTICLE 23

Legal cooperation

- 1. The Parties shall further develop judicial cooperation in civil and criminal matters, making full use of the relevant international and bilateral instruments and based on the principles of legal certainty and the right to a fair trial.
- 2. The Parties shall facilitate further judicial cooperation in civil matters on the basis of the applicable multilateral legal instruments, especially the conventions of the Hague Conference on Private International Law in the field of international legal cooperation and litigation as well as the protection of children.
- 3. As regards judicial cooperation in criminal matters, the Parties shall seek to enhance arrangements on mutual legal assistance and extradition. This would include, where appropriate, accession to, and implementation of, the relevant international instruments of the United Nations and the Council of Europe, as well as the Rome Statute of the International Criminal Court of 1998, including, wherever possible, cooperation through Eurojust.

ARTICLE 24

Diplomatic missions

The Parties shall extend to each other all appropriate assistance in the operations of diplomatic missions in each other's countries.

TITLE IV

TRADE AND TRADE-RELATED MATTERS

CHAPTER 1

National treatment and market access for goods

Section 1

Common provisions

ARTICLE 25

Objective

The Parties shall continue to progressively establish a free trade area over a transitional period of a maximum of 10 years starting from 1 January 2016¹, in accordance with the provisions of this Agreement and in conformity with Article XXIV of the General Agreement on Tariffs and Trade 1994 (hereinafter referred to as "GATT 1994").

ARTICLE 26

Scope and coverage

1. The provisions of this Chapter shall apply to trade in goods² originating in the territories of the Parties.
2. For the purposes of this Chapter, "originating" means qualifying under the rules of origin set out in Protocol I to this Agreement (Concerning the Definition of the Concept of "Originating Products" and Methods of Administrative Cooperation).

Section 2

Elimination of customs duties, fees and other charges

ARTICLE 27

Definition of customs duties

For the purposes of this Chapter, a "customs duty" includes any duty or charge of any kind imposed on, or in connection with, the import or export of a good, including any form of surtax or surcharge imposed on, or in connection with, such import or export. A "customs duty" does not include any:

- (a) charge equivalent to an internal tax imposed consistently with Article 32 of this Agreement;

¹ Unless otherwise provided in Annex I to this Agreement.

² For the purposes of this Agreement, goods means products as understood in GATT 1994 unless otherwise provided in this Agreement.

(b) duties imposed consistently with Chapter 2 (Trade Remedies) of Title IV of this Agreement;

(c) fees or other charges imposed consistently with Article 33 of this Agreement.

ARTICLE 28
Classification of goods

The classification of goods in trade between the Parties shall be that set out in each Party's respective tariff nomenclature in conformity with the Harmonised System of the International Convention on the Harmonised Commodity Description and Coding System of 1983 (hereinafter referred to as the "HS") and subsequent amendments thereto.

ARTICLE 29
Elimination of customs duties on imports

1. The Parties shall eliminate all customs duties on goods originating in the other Party, except as provided in the Schedules set out in Annex I-A to this Agreement (hereinafter referred to as the "Schedules").

2. For each good, the base rate of customs duties to which the successive reductions are to be applied under paragraph 1 of this Article shall be that specified in Annex I to this Agreement.

Without prejudice to the first subparagraph, for worn clothing and other worn articles falling within the Ukrainian customs code 6309 00 00, Ukraine will apply an entry price custom duty on imports to its territory, in accordance with the conditions set out in Annex I-B to this Agreement.

3. If, at any moment following the date of entry into force of this Agreement, a Party reduces its applied most-favoured-nation (hereinafter referred to as 'MFN') customs duty rate, such duty rate shall apply as base rate if and for as long as it is lower than the customs duty rate calculated in accordance with that Party's Schedule.

4. Two years after the entry into force of this Agreement, at the request of either Party, the Parties shall consult one another in order to consider accelerating and broadening the scope of the elimination of customs duties on trade between themselves. A decision of the Trade Committee created in Article 404(1) of this Agreement on the acceleration or elimination of a customs duty on a good shall supersede any duty rate or staging category determined pursuant to their Schedules for that good.

ARTICLE 30
Standstill

Neither Party may increase any existing customs duty, or adopt any new customs duty, on a good originating in the territory of the other Party. This shall not preclude that either Party may:

(a) raise a customs duty to the level established in its Schedule following a unilateral

reduction; or

(b) maintain or increase a customs duty as authorised by the Dispute Settlement Body (hereinafter referred to as the "DSB") of the World Trade Organization (hereinafter referred to as the "WTO").

ARTICLE 31

Customs duties on exports

1. The Parties shall not institute or maintain any customs duties, taxes or other measures having an equivalent effect imposed on, or in connection with, the exportation of goods to the territory of each other.

2. Existing customs duties or measures having equivalent effect applied by Ukraine, as listed in Annex I-C to this Agreement, shall be phased out over a transitional period in accordance with the Schedule included in Annex I-C to this Agreement. In the case of an update to the Ukrainian customs code, commitments made under the Schedule in Annex I-C to this Agreement shall remain in force based on correspondence of description of the goods. Ukraine may introduce safeguard measures for export duties as set out in Annex I-D to this Agreement. Such safeguard measures shall expire at the end of the period specified for that good in Annex I-D to this Agreement.

ARTICLE 32

Export subsidies and measures of equivalent effect

1. Upon entry into force of this Agreement, no Party shall maintain, introduce or reintroduce export subsidies or other measures with equivalent effect on agricultural goods destined for the territory of the other Party.

2. For the purposes of this Article, "export subsidies" shall have the meaning assigned to that term in Article 1(e) of the Agreement on Agriculture, contained in Annex 1A to the WTO Agreement (hereinafter referred to as the "Agreement on Agriculture"), including any amendment of that Article of that Agreement on Agriculture.

ARTICLE 33

Fees and other charges

Each Party shall ensure, in accordance with Article VIII of GATT 1994 and its interpretative notes, that all fees and charges of whatever nature other than customs duties or other measures referred to in Article 27 of this Agreement, imposed on, or in connection with, the import or export of goods are limited in amount to the approximate cost of services rendered and do not represent an indirect protection of domestic goods or taxation of imports or exports for fiscal purposes.

Section 3
Non-tariff measures

ARTICLE 34
National treatment

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

ARTICLE 35
Import and export restrictions

No Party shall adopt or maintain any prohibition or restriction or any measure having an equivalent effect on the import of any good of the other Party or on the export or sale for export of any good destined for the territory of the other Party, except as otherwise provided in this Agreement or in accordance with Article XI of GATT 1994 and its interpretative notes. To this end, Article XI of GATT 1994 and its interpretative notes are incorporated into, and made an integral part of, this Agreement.

Section 4
Specific provisions related to goods

ARTICLE 36
General exceptions

Nothing in this Agreement shall be construed in such a way as to prevent the adoption or enforcement by any Party of measures in accordance with Articles XX and XXI of GATT 1994 and its interpretative notes, which are hereby incorporated into and made an integral part of this Agreement.

Section 5
Administrative cooperation and coordination with other countries

ARTICLE 37
Special provisions on administrative cooperation

1. The Parties agree that administrative cooperation is essential for the implementation and control of the preferential treatment granted under this Chapter and underline their commitment to combating irregularities and fraud in customs matters related to the import, export, and transit of goods and their placement under any other customs regime or procedure, including measures of prohibition, restriction and control.
2. Where a Party, on the basis of objective documented information, experiences a failure by the other Party to provide administrative cooperation and/or verify the existence of irregularities or fraud under this Chapter, the Party concerned may temporarily suspend the

relevant preferential treatment of the product(s) concerned in accordance with this Article.

3. For the purposes of this Article, failure to provide administrative cooperation in investigating customs irregularities or fraud shall mean, *inter alia*:

- (a) a repeated failure to respect the obligations to verify the originating status of the product(s) concerned;
- (b) a repeated refusal or undue delay in carrying out and/or communicating the results of subsequent verification of the proof of origin;
- (c) a repeated refusal or undue delay in obtaining authorisation to conduct administrative cooperation missions to verify the authenticity of documents or accuracy of information relevant to the granting of the preferential treatment in question.

For the purposes of this Article, a finding of irregularities or fraud may be made, *inter alia*, where there is a rapid increase, without satisfactory explanation, in imports of goods exceeding the usual level of production and export capacity of the other Party that is linked to objective information concerning irregularities or fraud.

4. The application of a temporary suspension shall be subject to the following conditions:

- (a) The Party which has, on the basis of objective information, made a finding of failure to provide administrative cooperation and/or of irregularities or fraud stemming from the other Party shall, without undue delay, notify the Trade Committee of its finding together with the objective information and enter into consultations within the Trade Committee, on the basis of all relevant information and objective findings, with a view to reaching a solution which is acceptable to both Parties. During the period of consultations referred to above, the product(s) concerned shall enjoy the preferential treatment.
- (b) Where the Parties have entered into consultations within the Trade Committee as referred to in point (a) and have failed to agree on an acceptable solution within three months of the first meeting of the Trade Committee, the Party concerned may temporarily suspend the relevant preferential treatment of the product(s) concerned. Such temporary suspension shall be notified to the Trade Committee without undue delay.
- (c) Temporary suspensions under this Article shall be limited to what is necessary to protect the financial interests of the Party concerned. Each temporary suspension shall not exceed six months. However, a temporary suspension may be renewed. Temporary suspensions shall be notified immediately after their adoption to the Trade Committee. They shall be subject to periodic consultations within the Trade Committee, in particular with a view to their termination as soon as the conditions for their application cease to exist.

5. At the same time as the notification to the Trade Committee under paragraph 4(a) of this Article, the Party concerned should publish a notice to importers in its sources of official information. The notice to importers should indicate for the product concerned that there is a

finding, on the basis of objective information, of a failure to provide administrative cooperation and/or of irregularities or fraud.

ARTICLE 38

Management of administrative errors

In the event of error by the competent authorities in the proper management of the preferential system at export, and in particular in the application of the provisions of the Protocol to this Agreement concerning the definition of "originating products" and methods of administrative cooperation, where this error leads to consequences in terms of import duties, the Party facing such consequences may request that the Trade Committee examine the possibility of adopting any appropriate measure with a view to resolving the situation.

ARTICLE 39

Agreements with other countries

1. This Agreement shall not preclude the maintenance or establishment of customs unions, free trade areas or arrangements for frontier traffic, except in so far as they conflict with trade arrangements provided for in this Agreement.
2. Consultations between the Parties shall take place within the Trade Committee concerning agreements establishing customs unions, free trade areas or arrangements for frontier traffic and, where requested, on other major issues relating to their respective trade policies with third countries.

CHAPTER 2

Trade remedies

Section 1

Global safeguard measures

ARTICLE 40

General provisions

1. The Parties confirm their rights and obligations under Article XIX of GATT 1994 and the Agreement on Safeguards contained in Annex 1A to the WTO Agreement (hereinafter referred to as the "Agreement on Safeguards"). The UK retains its rights and obligations under Article 5 of the Agreement on Agriculture, contained in Annex 1A to the WTO Agreement (hereinafter referred to as the "Agreement on Agriculture"), except for agricultural trade subject to preferential treatment under this Agreement.
2. The preferential rules of origin established under Chapter 1 (National Treatment and Market Access for Goods) of Title IV of this Agreement shall not apply to this Section.

ARTICLE 41
Transparency

1. The Party initiating a safeguard investigation shall notify the other Party of such initiation by sending an official notification to the other Party, if the latter has a substantial economic interest.
2. For the purposes of this Article, a Party shall be considered as having a substantial economic interest when it is among the five largest suppliers of the imported product during the most recent three-year period of time, measured in terms of either absolute volume or value.
3. Notwithstanding Article 40 of this Agreement and without prejudice to Article 3.2 of the Agreement on Safeguards, at the request of the other Party, the Party initiating a safeguard investigation and intending to apply safeguard measures shall provide immediately *ad hoc* written notification of all the pertinent information leading to the initiation of a safeguard investigation and imposition of safeguard measures, including where relevant, on the provisional findings and on the final findings of the investigation as well as offer the possibility for consultations to the other Party.

ARTICLE 42
Application of measures

1. When imposing safeguard measures, the Parties shall endeavour to impose them in a way that least affects their bilateral trade.
2. For the purposes of paragraph 1 of this Article, if one Party considers that the legal requirements for the imposition of definitive safeguard measures are met, the Party intending to apply such measures shall notify the other Party and give the possibility to hold bilateral consultations. If no satisfactory solution is reached within 30 days of the notification, the importing Party may adopt the appropriate measures to remedy the problem.

ARTICLE 43
Developing country

To the extent that Ukraine qualifies as a developing country³ for the purposes of Article 9 of the Agreement on Safeguards, it will not be subject to any safeguard measures applied by the UK, in so far as the conditions set out in Article 9 of that Agreement are fulfilled.

³ For the purposes of this Article, the determination of developing country shall take into consideration the lists issued by international organisations such as the World Bank, the Organisation for Economic Co-operation and Development (hereinafter referred to as the "OECD") or the International Monetary Fund (hereinafter referred to as the "IMF"), etc.

Section 2
Anti-dumping and countervailing measures

ARTICLE 44
General provisions

1. The Parties confirm their rights and obligations under Article VI of GATT 1994, the Agreement on Implementation of Article VI of GATT 1994, contained in Annex 1A to the WTO Agreement (hereinafter referred to as the "Anti-Dumping Agreement") and the Agreement on Subsidies and Countervailing Measures, contained in Annex 1A to the WTO Agreement (hereinafter referred to as the "SCM Agreement").
2. The preferential rules of origin established under Chapter 1 (National Treatment and Market Access for Goods) of Title IV of this Agreement shall not apply to this Section.

ARTICLE 45
Transparency

1. The Parties agree that anti-dumping and countervailing measures should be used in full compliance with the requirements under the Anti-Dumping Agreement and the SCM Agreement respectively and should be based on a fair and transparent system.
2. After receipt by a Party's competent authorities of a properly documented anti-dumping application with respect to imports from the other Party, and no later than 15 days before initiating an investigation, the Party shall provide written notification to the other Party of receipt of the application.
3. Without prejudice to Article 6.5 of the Anti-Dumping Agreement and Article 12.4 of the SCM Agreement, the Parties shall ensure, immediately after the imposition of provisional measures, if any, and before final determination is made, full and meaningful disclosure of all essential facts and considerations which form the basis for the decision to apply measures. Disclosure shall be made in writing and allow interested parties sufficient time to make their comments. After final disclosure, interested parties shall be given at least 10 days to make their comments.
4. Provided it does not unnecessarily delay the conduct of the investigation and in accordance with a Party's internal legislation concerning investigation procedures, each interested party shall be granted the possibility to be heard in order to express its views during anti-dumping and anti-subsidy investigations.

ARTICLE 46
Consideration of public interest

Anti-dumping or countervailing measures may not be applied by a Party where, on the basis of the information made available during the investigation, it can clearly be concluded that it is not in the public interest to apply such measures. The public interest determination shall be based on an appreciation of all the various interests taken as a whole, including the interests of the domestic industry and of users, consumers and importers to the extent that they have

provided relevant information to the investigating authorities.

ARTICLE 47
Lesser duty rule

Should a Party decide to impose a provisional or definitive anti-dumping or countervailing duty, the amount of such duty shall not exceed the margin of dumping or countervailable subsidies, but it should be less than the margin if such a lesser duty would be adequate to remove the injury to the domestic industry.

ARTICLE 48
Application of measures and reviews

1. Provisional anti-dumping or countervailing measures may be applied by the Parties only if a preliminary determination has shown the existence of dumping or subsidy causing injury to a domestic industry.
2. Before imposing a definitive anti-dumping or countervailing duty, the Parties shall explore the possibility of applying constructive remedies, due consideration being given to the special circumstances of each case. Without prejudice to the relevant provisions of each Party's internal legislation, the Parties should give preference to price undertakings, to the extent that they have received adequate offers by exporters and that the acceptance of these offers is not considered impractical.
3. Upon receiving a duly substantiated request made by an exporter for a review of anti-dumping or countervailing measures in force, the Party that has imposed the measure shall examine such a request in an objective and expeditious manner and shall inform the exporter of the results of the examination as soon as possible.

Section 3
Consultations

ARTICLE 49
Consultations

1. A Party shall afford the other Party, at the latter's request, the opportunity for consultation concerning specific issues that may arise regarding the application of trade remedies. Those issues may concern, but are not limited to, the methodology followed to calculate margins of dumping, including various adjustments, the use of statistics, the development of imports, the determination of injury and the application of the lesser duty rule.
2. Consultations shall take place as soon as possible and normally within 21 days of the request.
3. Consultations under this Section shall be held without prejudice to, and in full compliance with, the provisions of Article 41 and Article 45 of this Agreement.

Section 4
Institutional provisions

ARTICLE 50
Dialogue on trade remedies

1. The Parties have agreed to establish an expert-level Dialogue on Trade Remedies as a forum for cooperation in trade remedies matters.
2. The Dialogue on Trade Remedies shall be conducted with the aim of:
 - (a) enhancing a Party's knowledge and understanding of the other Party's trade remedy laws, policies and practices;
 - (b) examining the implementation of this Chapter;
 - (c) improving cooperation between the Parties' authorities having responsibility for trade remedies matters;
 - (d) discussing international developments in the area of trade defence;
 - (e) cooperating on any other trade remedies matter.
3. The Dialogue on Trade Remedies meetings shall be held on *ad hoc* basis upon request by either Party. The agenda of each such meeting shall be jointly agreed in advance.

Section 5
Dispute settlement

ARTICLE 51
Dispute settlement

Chapter 14 (Dispute Settlement) of Title IV of this Agreement shall not apply to this Chapter.

CHAPTER 3
Technical barriers to trade

ARTICLE 52
Scope and definitions

1. This Chapter applies to the preparation, adoption and application of technical regulations, standards, and conformity assessment procedures as defined in the Agreement on Technical Barriers to Trade, contained in Annex 1A to the WTO Agreement (hereinafter referred to as the "TBT Agreement") that may affect trade in goods between the Parties.
2. Notwithstanding paragraph 1 of this Article, this Chapter does not apply to sanitary and phytosanitary measures as defined in Annex A of the Agreement on the Application of Sanitary and Phytosanitary Measures, contained in Annex 1A to the WTO Agreement (hereinafter

referred to as the "SPS Agreement"), nor to purchasing specifications prepared by public authorities for their own production or consumption requirements.

3. For the purposes of this Chapter, the definitions of Annex I to the TBT Agreement shall apply.

ARTICLE 53

Affirmation of the TBT Agreement

The Parties affirm their existing rights and obligations with respect to each other under the TBT Agreement, which is hereby incorporated into, and made part of, this Agreement.

ARTICLE 54

Technical cooperation

1. The Parties shall strengthen their cooperation in the field of technical regulations, standards, metrology, market surveillance, accreditation and conformity assessment procedures with a view to increasing mutual understanding of their respective systems and facilitating access to their respective markets. To this end, they may establish regulatory dialogues at both horizontal and sectoral levels.

2. In their cooperation, the Parties shall seek to identify, develop and promote trade-facilitating initiatives which may include, but are not limited to:

- (a) reinforcing regulatory cooperation through the exchange of information, experience and data; scientific and technical cooperation, with a view to improving the quality of their technical regulations, standards, testing, market surveillance, certification, and accreditation, and making efficient use of regulatory resources;
- (b) promoting and encouraging cooperation between their respective organisations, public or private, responsible for metrology, standardisation, testing, market surveillance, certification and accreditation;
- (c) fostering the development of the quality infrastructure for standardisation, metrology, accreditation, conformity assessment and the market surveillance system in Ukraine;
- (d) promoting Ukrainian participation in the work of related United Kingdom organisations;
- (e) seeking solutions to trade barriers that may arise;
- (f) coordinating their positions in international trade and regulatory organisations such as the WTO and the United Nations Economic Commission for Europe (hereinafter referred to as "UN-ECE").

ARTICLE 55

Agreement on Conformity Assessment and Acceptance of Industrial Products

1. The Parties agree to add an ACAA as a Protocol to this Agreement, covering sectors agreed by Parties.
2. The ACAA shall be added as a Protocol to this Agreement by agreement between the Parties according to the procedure for amending this Agreement. It is intended that the ACAA will ultimately be extended to cover all the sectors agreed by Parties, in accordance with the aforementioned procedure.
3. Once the sectors on the list have been covered by the ACAA, the Parties, by mutual agreement and in accordance with the procedure for amending this Agreement, undertake to consider extending its scope to cover other industrial sectors.
4. Until a product is covered under the ACAA, the relevant existing legislation of the Parties shall apply to it, taking into account the provisions of the TBT Agreement.

ARTICLE 56

Marking and labelling

1. Without prejudice to Article 55 of this Agreement, with respect to technical regulations relating to labelling or marking requirements, the Parties reaffirm the principles of Article 2.2 of the TBT Agreement whereby such requirements are not prepared, adopted or applied with a view to, or with the effect of, creating unnecessary obstacles to international trade. For this purpose, such labelling or marking requirements shall not be more trade-restrictive than necessary to fulfil a legitimate objective, taking account of the risks that non-fulfilment would create.
2. In particular, regarding mandatory marking or labelling, the Parties agree that:
 - (a) they will endeavour to minimise their requirements for marking or labelling, except as required for the protection of health, safety, or the environment, or for other reasonable public policy purposes;
 - (b) a Party may determine the form of labelling or marking, but shall not require the approval, registration or certification of labels; and
 - (c) the Parties retain the right to require the information on a label or marks to be in a specific language.

CHAPTER 4

Sanitary and phytosanitary measures

ARTICLE 57

Objective

1. The objective of this Chapter is to facilitate trade in commodities covered by sanitary and

phytosanitary measures between the Parties, whilst safeguarding human, animal and plant life or health, by:

- (a) ensuring full transparency as regards sanitary and phytosanitary measures applicable to trade;
- (b) recognising the animal and plant health status of the Parties and applying the principle of regionalisation;
- (c) establishing a mechanism for the recognition of equivalence of sanitary or phytosanitary measures maintained by a Party;
- (d) further implementing the principles of the SPS Agreement;
- (e) establishing mechanisms and procedures for trade facilitation; and
- (f) improving communication and cooperation between the Parties on sanitary and phytosanitary measures.

2. This Chapter also aims at reaching a common understanding between the Parties concerning animal welfare standards.

ARTICLE 58 Multilateral obligations

The Parties re-affirm their rights and obligations under the SPS Agreement.

ARTICLE 59 Scope

This Chapter shall apply to all sanitary and phytosanitary measures of a Party that may, directly or indirectly, affect trade between the Parties, including the measures listed in Annex II to this Agreement.

ARTICLE 60 Definitions

For the purposes of this Chapter, the following definitions shall apply:

1. "sanitary and phytosanitary measures" means measures as defined in paragraph 1 of Annex A to the SPS Agreement, falling within the scope of this Chapter;
2. "animals" means terrestrial and aquatic animals, as defined in the Terrestrial Animal Health Code and the Aquatic Animal Health Code of the World Organisation for Animal Health (hereinafter referred to as the "OIE") accordingly;
3. "animal products" means products of animal origin, including aquatic animal products,

as defined in the Terrestrial Animal Health Code or the Aquatic Animal Health Code of the OIE;

4. "animal by-products not intended for human consumption" means animal products as listed in Annex II-A, Part 2 (II) to this Agreement;

5. "plants" means living plants and specified living parts thereof, including seeds:

- (a) fruit, in the botanical sense, other than those preserved by deep freezing;
- (b) vegetables, other than those preserved by deep freezing;
- (c) tubers, corms, bulbs, rhizomes;
- (d) cut flowers;
- (e) branches with foliage;
- (f) cut trees retaining foliage;
- (g) plant tissue cultures;
- (h) leaves, foliage;
- (i) live pollen; and
- (j) bud-wood, cuttings, scions.

6. "plant products" means products of plant origin, unprocessed or having undergone simple preparation in so far as these are not plants, set out in Annex II-A, Part 3 to this Agreement;

7. "seeds" means seeds in the botanical sense, intended for planting;

8. "pests (harmful organisms)" means any species, strain or biotype of plant, animal or pathogenic agent injurious to plants or plant products;

9. "animal disease" means a clinical or pathological manifestation of an infection in animals;

10. "aquaculture disease" means clinical or non-clinical infection with one or more of the aetiological agents of the diseases referred to in the Aquatic Animal Health Code of the OIE;

11. "infection in animals" means the situation where animals maintain an infectious agent with or without the presence of clinical or pathological manifestation of an infection;

12. "animal welfare standards" means standards for the protection of animals as developed and applied by the Parties and, as appropriate, in line with the OIE standards and falling within the scope of this Agreement;

13. "appropriate level of sanitary and phytosanitary protection" means the appropriate level of sanitary and phytosanitary protection as defined in paragraph 5 of Annex A to the SPS

Agreement;

14. "region" means, as regards animal health, zones or regions as defined in the Terrestrial Animal Health Code of the OIE, and for aquaculture as defined in the Aquatic Animal Health Code of the OIE;

15. "pest-free area" means an area in which a specific pest does not occur as demonstrated by scientific evidence and in which, where appropriate, this condition is being officially maintained;

16. "regionalisation" means the concept of regionalisation as described in Article 6 of the SPS Agreement;

17. "consignment" means a quantity of animal products of the same type, covered by the same certificate or document, conveyed by the same means of transport, consigned by a single consignor and originating in the same exporting country or part of such country. A consignment may be composed of one or more lots;

18. "consignment of plants or plant products" means a quantity of plants, plant products and/or other articles being moved from one country to another and covered, when required, by a single phytosanitary certificate (a consignment may be composed of one or more commodities or lots);

20. "lot" means a number or units of a single commodity, identifiable by its homogeneity of composition and origin, and forming part of a consignment;

21. "equivalence for trade purposes" (hereinafter referred to as "equivalence") means the situation where the importing Party shall accept the sanitary or phytosanitary measures of the exporting Party as equivalent, even if these measures differ from its own, if the exporting Party objectively demonstrates to the importing Party that its measures achieve the importing Party's appropriate level of sanitary or phytosanitary protection;

22. "sector" means the production and trade structure for a product or category of products in a Party;

23. "sub-sector" means a well-defined and controlled part of a sector;

24. "commodities" means animals and plants, or categories thereof, or specific products and other objects being moved for trade or other purposes, including those referred to in points 2 to 7 of this Article;

25. "specific import authorisation" means a formal prior authorisation by the competent authorities of the importing Party addressed to an individual importer as a condition for import of a single consignment or multiple consignments of a commodity from the exporting Party, within the scope of this Agreement;

26. "working days" means week days except Sunday, Saturday and public holidays in one of the Parties;

27. "inspection" means the examination of any aspect of feed, food, animal health and animal

welfare in order to verify that such aspect(s) comply with the legal requirements of feed and food law and animal health and animal welfare rules;

28. "plant health inspection" means official visual examination of plants, plant products or other regulated objects to determine if pests are present and/or to determine compliance with phytosanitary regulations;

29. "verification" means checking, by examination and the consideration of objective evidence, whether specified requirements have been fulfilled.

ARTICLE 61

Competent authorities

The Parties shall inform each other about the structure, organisation, and division of competences of their competent authorities during the first meeting of the Sanitary and Phytosanitary Management Sub-Committee (hereinafter referred to as the "SPS Sub-Committee") referred to in Article 71 of this Agreement. The Parties shall inform each other of any change concerning such competent authorities, including contact points.

ARTICLE 62

Recognition for trade purposes of animal health and pest status and regional conditions

A. Recognition of status for animal diseases, infections in animals or pests

1. As regards animal diseases and infections in animals (including zoonosis), the following shall apply:

- (a) The importing Party shall recognise for trade purposes, the animal health status of the exporting Party or its regions as determined by the exporting Party in accordance with Annex IV Part A to this Agreement, with respect to animal diseases specified in Annex III-A to this Agreement;
- (b) Where a Party considers that it has, for its territory or a region, a special status with respect to a specific animal disease, other than those listed in Annex III-A to this Agreement, it may request recognition of this status in accordance with the criteria laid down in Annex IV Part C to this Agreement. The importing Party may request guarantees in respect of imports of live animals and animal products, which are appropriate to the agreed status of the Parties;
- (c) The status of the territories or regions, or the status in a sector or sub-sector of the Parties related to the prevalence or incidence of an animal disease other than listed in Annex III-A to this Agreement, or infections in animals, and/or the associated risk, as appropriate, as defined by OIE, is recognised by the Parties as the basis for trade between them. The importing Party may request guarantees in respect of imports of live animals and animal products which are appropriate to the defined status in accordance with the recommendations of OIE, as appropriate.
- (d) Without prejudice to Articles 64, 66 and 70 of this Agreement, and unless the

importing Party raises an explicit objection and requests supporting or additional information or consultations and/or verification, each Party shall take, without undue delay, the necessary legislative and administrative measures to allow trade on the basis of points (a), (b) and (c) of this paragraph.

2. As regards pests, the following shall apply:

- (a) The Parties recognise for trade purposes their pest status in respect of pests specified in Annex III-B to this Agreement;
- (b) Without prejudice to Articles 64, 66 and 70 of this Agreement, and unless the importing Party raises an explicit objection and requests supporting or additional information or consultations and/or verification, each Party shall take, without undue delay, the necessary legislative and administrative measures to allow trade on the basis of point (a) of this paragraph.

B. Recognition of regionalisation/zoning and pest-free areas (hereinafter referred to as "PFAs")

3. The Parties recognise the concept of regionalisation and PFAs as specified in the relevant Food and Agriculture Organization/International Plant Protection Convention of 1997 and International Standards for Phytosanitary Measures (hereinafter referred to as "ISPM") of the Food and Agriculture Organization, which they agree to apply to trade between them.

4. The Parties agree that regionalisation decisions for animal and fish diseases listed in Annex III-A, and for pests listed in Annex III-B to this Agreement, shall be taken in accordance with the provisions of Annex IV Part A and B to this Agreement.

5. (a) As regards animal diseases, and in accordance with Article 64 of this Agreement, the exporting Party seeking recognition of its regionalisation decision by the importing Party shall notify its measures with full explanations and supporting data for its determinations and decisions. Without prejudice to Article 65 of this Agreement, and unless the importing Party raises an explicit objection and requests additional information or consultations and/or verification within 15 working days of receipt of the notification, the regionalisation decision so notified shall be deemed to be accepted;

(b) The consultations referred to in point (a) of this paragraph shall take place in accordance with Article 65(3) of this Agreement. The importing Party shall assess the additional information within 15 working days of receipt of the additional information. The verification referred to in point (a) shall be carried out in accordance with Article 68 of this Agreement and within 25 working days of receipt of the request for verification.

6. (a) As regards pests, each Party shall ensure that trade in plants, plant products and other objects takes account, as appropriate, of the pest status in an area recognised as a PFA by the other Party. A Party seeking recognition of its PFA by the other Party shall notify its measures and, upon request, provide full explanation and supporting data for its establishment and maintenance, as guided by the relevant ISPMs as the Parties deem appropriate. Without prejudice to Article 70 of this Agreement, and unless a Party raises an explicit objection and requests additional information or consultations and/or verification within three months of the notification, the regionalisation decision for PFAs

so notified shall be deemed to be accepted;

(b) The consultations referred to in point (a) shall take place in accordance with Article 65(3) of this Agreement. The importing Party shall assess the additional information within three months of receipt of the additional information. The verification referred to in point (a) shall be carried out in accordance with Article 68 of this Agreement and within 12 months of receipt of the request for verification, taking into account the biology of the pest and the crop concerned.

7. After finalisation of the procedures described in paragraphs 4 to 6 of this Article, and without prejudice to Article 70 of this Agreement, each Party shall take, without undue delay, the necessary legislative and administrative measures to allow trade on that basis.

C. Compartmentalisation

The Parties commit themselves to engaging in further discussions with a view to implementing the principle of compartmentalisation referred to in Annex XI to this Agreement.

ARTICLE 63

Determination of equivalence

1. Equivalence may be recognised in respect of:

- (a) an individual measure; or
- (b) a group of measures; or
- (c) a system applicable to a sector, sub-sector, commodities or group of commodities.

2. In the determination of equivalence, the Parties shall follow the process set out in paragraph 3 of this Article. This process shall include the objective demonstration of equivalence by the exporting Party and the objective assessment of this demonstration by the importing Party. This may include an inspection or verification.

3. Upon a request by the exporting Party concerning recognition of equivalence, as set out in paragraph 1 of this Article, the Parties shall without delay and no later than three months following receipt by the importing Party of such request, initiate the consultation process which includes the steps set out in Annex VI to this Agreement. However, if multiple requests are made by the exporting Party, the Parties, at the request of the importing Party, shall agree within the SPS Sub-Committee referred to in Article 71 of this Agreement on a time schedule in which they shall initiate and conduct the process referred to in this paragraph.

4. Unless otherwise agreed, the importing Party shall finalise the determination of equivalence referred to in paragraph 3 of this Article within 360 days of receipt from the exporting Party of the request, including a dossier demonstrating the equivalence, except for seasonal crops when it is justifiable to delay the assessment to permit verification during a suitable period of growth of a crop.

5. The importing Party determines equivalence as regards plants, plant products and other

objects in accordance with relevant ISPMs, as appropriate.

6. The importing Party may withdraw or suspend equivalence, on the basis of any amendment by one of the Parties, of measures affecting equivalence, provided that the following procedures are followed:

- (a) In accordance with Article 64(2) of this Agreement, the exporting Party shall inform the importing Party of any proposal for amendment of its measures for which equivalence of measures is recognised and the likely effect of the proposed measures on the equivalence which has been recognised. Within 30 working days of receipt of this information, the importing Party shall inform the exporting Party whether or not equivalence would continue to be recognised on the basis of the proposed measures;
- (b) In accordance with Article 64(2) of this Agreement, the importing Party shall inform the exporting Party of any proposal for amendment of its measures on which recognition of equivalence has been based and the likely effect of the proposed measures on the equivalence which has been recognised. Should the importing Party not continue to recognise equivalence, the Parties may agree on the conditions to re-initiate the process referred to in paragraph 3 of this Article on the basis of the proposed measures.

7. The recognition, suspension or withdrawal of equivalence rests solely with the importing Party acting in accordance with its administrative and legislative framework. That Party shall provide to the exporting Party in writing full explanations and supporting data used for the determinations and decisions covered by this Article. In case of non-recognition, suspension or withdrawal of equivalence, the importing Party shall indicate to the exporting Party the required conditions on the basis of which the process referred to in paragraph 3 may be reinitiated.

8. Without prejudice to Article 70 of this Agreement, the importing Party may not withdraw or suspend equivalence before the proposed new measures of either Party enter into force.

9. Where equivalence is formally recognised by the importing party, on the basis of the consultation process as set out in Annex VI to this Agreement, the SPS Sub-Committee shall, in accordance with the procedure set out in Article 71(2) of this Agreement, declare recognition of equivalence in trade between the Parties. The decision shall also provide for the reduction of physical checks at the frontiers, simplified certificates and pre-listing procedures for the establishments as appropriate.

The status of the equivalence shall be listed in Annex VI to this Agreement.

ARTICLE 64

Transparency and exchange of information

1. Without prejudice to Article 65 of this Agreement, the Parties shall cooperate to enhance mutual understanding of their official control structure and mechanisms tasked with the application of SPS measures and their respective performance. This can be achieved, amongst others, through reports of international audits when these are made public and the Parties can exchange information on the results of these audits or other information, as appropriate.

2. In the framework of determination of equivalence as referred to in Article 63 of this Agreement, the Parties shall keep each other informed of legislative and other procedural changes adopted in the areas concerned.

The necessary level of cooperation should be reached in order to facilitate transmission of legislative documents at the request of one of the Parties.

To this effect, each Party shall notify the other Party of its contact points. The Parties shall also notify each other of any changes to this information.

ARTICLE 65

Notification, consultation and facilitation of communication

1. Each Party shall notify the other Party in writing within two working days, of any serious or significant public, animal or plant health risk, including any food control emergencies or situations where there is a clearly identified risk of serious health effects associated with the consumption of animal or plant products and in particular of:

- (a) any measures affecting regionalisation decisions as referred to in Article 62 of this Agreement;
- (b) the presence or evolution of any animal disease listed in Annex III-A or of the regulated pests on the list contained in Annex III-B to this Agreement;
- (c) findings of epidemiological importance or important associated risks with respect to animal diseases and pests which are not listed in Annex III-A and Annex III-B to this Agreement or which are new animal diseases or pests; and
- (d) any additional measures going beyond the basic requirements applicable to the respective measures taken by the Parties to control or eradicate animal diseases or pests or to protect public or plant health and any changes in prophylactic policies, including vaccination policies.

2. (a) Notifications shall be made in writing to the contact points referred to in Article 64(2) of this Agreement.

- (b) Notification in writing means notification by mail, fax or e-mail. Notifications shall only be sent between the contact points referred to in Article 64(2) of this Agreement.

3. Where a Party has serious concerns regarding a risk to public, animal or plant health, consultations regarding the situation shall, at the Party's request, take place as soon as possible and, in any case, within 15 working days. In such situations, each Party shall endeavour to provide all the information necessary to avoid a disruption in trade, and to reach a mutually acceptable solution compatible with the protection of public, animal or plant health.

4. Upon request by a Party, consultations regarding animal welfare shall take place as soon as possible and, in any case, within 20 working days of notification. In such situations, each

Party shall endeavour to provide all the requested information.

5 Upon request by a Party, consultations as referred to in paragraphs 3 and 4 of this Article, shall be held by video or audio conference. The requesting Party shall ensure the preparation of the minutes of the consultation, which shall be formally approved by the Parties. For the purposes of such approval, Article 64(2) of this Agreement shall apply.

6. A mutually applied rapid alert system and early warning mechanism for any veterinary or phytosanitary emergency will start at a later stage after the Parties have decided on the arrangements for the functioning of such mechanisms.

ARTICLE 66 Trade conditions

1. General import conditions

- (a) For any commodity covered by Annex II-A and Annex II-C(2) to this Agreement, the Parties agree to apply general import conditions. Without prejudice to the decisions taken in accordance with Article 62 of this Agreement, the import conditions of the importing Party shall be applicable to the total territory of the exporting Party. Upon entry into force of this Agreement and in accordance with Article 674 of this Agreement, the importing Party shall inform the exporting Party of its sanitary and phytosanitary import requirements for commodities referred to in Annex II-A and Annex II-C(2) to this Agreement. This information shall include, as appropriate, the models for the official certificates or declarations or commercial documents, as prescribed by the importing Party.
- (b)
 - (i) For the notification by the Parties of amendments or proposed amendments of the conditions referred to in paragraph 1 of this Article, they shall comply with the provisions of the SPS Agreement and subsequent decisions as regards the notification of measures. Without prejudice to Article 70 of this Agreement, the importing Party shall take into account the transport time between the Parties to establish the date of entry into force of the amended conditions referred to in paragraph 1(a).
 - (ii) If the importing Party fails to comply with these notification requirements, it shall continue to accept the certificate or attestation guaranteeing the previously applicable conditions until 30 days after entry into force of the amended import conditions.

2. Import conditions after recognition of equivalence

- (a) Within 90 days of the adoption of a decision on recognition of equivalence, the Parties shall take the necessary legislative and administrative measures to implement the recognition of equivalence in order to allow on that basis trade between them of commodities referred to in Annex II-A and Annex II-C(2) to this Agreement in sectors and sub-sectors where applicable, for which all respective sanitary and phytosanitary measures of the exporting Party are recognised as equivalent by the importing Party. For these commodities, the model of the official

certificate or official document required by the importing Party may, at that stage, be replaced by a certificate drawn up pursuant to Annex IX.B to this Agreement;

- (b) For commodities in sectors or sub-sectors, where applicable, for which some but not all measures are recognised as equivalent, trade shall continue on the basis of compliance with the conditions referred to in paragraph 1(a). Upon request by the exporting Party, paragraph 5 of this Article shall apply.

3. From the date of entry into force of this Agreement, the commodities referred in Annex II-A and Annex II-C(2) to this Agreement shall not be subject to import authorisation.

4. For conditions affecting trade in the commodities referred to in paragraph 1(a), upon request by the exporting Party, the Parties shall enter into consultations within the SPS Sub-Committee in accordance with Article 71 of this Agreement, in order to agree on alternative or additional import conditions of the importing Party. Such alternative or additional import conditions may, where appropriate, be based on measures of the exporting Party recognised as equivalent by the importing Party. If agreed, the importing Party shall take the necessary legislative and/or administrative measures to allow import on that basis, within 90 days of the decision of the SPS Sub-Committee.

5. List of establishments, conditional approval

- (a) For the import of animal products referred to in Annex II-A, Part 2 to this Agreement, upon a request by the exporting Party accompanied by appropriate guarantees, the importing Party shall provisionally approve processing establishments referred to in Annex V(2.1) to this Agreement which are situated in the territory of the exporting Party, without prior inspection of individual establishments. Such approval shall be consistent with the conditions and provisions set out in Annex V to this Agreement. Unless additional information is requested, the importing Party shall take the necessary legislative and/or administrative measures to allow import on that basis within 30 working days of receipt of the request and relevant guarantees by the importing Party.

The initial list of establishments shall be approved in accordance with the procedure set out in Annex V to this Agreement.

- (b) For the import of animal products referred to in paragraph 2(a), the exporting Party shall inform the importing Party of its list of establishments meeting the importing Party's requirements.

6. Upon request by a Party, the other Party shall provide necessary explanations and supporting data for the determinations and decisions falling within the scope of this Article.

ARTICLE 67

Certification procedure

1. For purposes of certification procedures and the issuing of certificates and official documents, the Parties agree on the principles set out in Annex IX to this Agreement.

2. The SPS Sub-Committee referred to in Article 71 of this Agreement may agree on rules to be followed in case of electronic certification, withdrawal or replacement of certificates.
3. The Parties will agree on common models of certificates where appropriate.

ARTICLE 68

Verification

1. In order to maintain confidence in the effective implementation of the provisions of this Chapter, each Party shall have the right:
 - (a) to verify, in accordance with the guidelines of Annex VII to this Agreement, all or part of the total control programme of the other Party's authorities or other measures where applicable. The expenses of such verification shall be borne by the Party carrying out the verification;
 - (b) from a date to be determined by the Parties, to receive, at its request from the other Party, information about all or part of that Party's total control programmes and reports concerning the results of the controls carried out under that programme;
 - (c) for laboratory tests relating to the commodities of Annex II-A and Annex II-C(2) to this Agreement, upon request, and where applicable, to participate in the periodical inter-comparative test programme for specific tests organised by the reference laboratory of the other Party. The expenses of such participation shall be borne by the participating Party.
2. Either Party may share the results of the verifications referred to in subparagraph 1(a) of this Article with third parties and make the results publicly available as may be required by provisions applicable to either Party. Confidentiality provisions applicable to either Party shall be respected in such sharing and/or publication of the results, where appropriate.
3. The SPS Sub-Committee referred to in Article 71 of this Agreement may modify, by means of a decision, Annex VII to this Agreement, taking due account of relevant work carried out by international organisations.
4. The results of verification may contribute to measures referred to in Articles 63 and 69 of this Agreement by the Parties or one of the Parties.

ARTICLE 69

Import checks and inspection fees

1. The Parties agree that import checks on the import by the importing Party of consignments from the exporting Party shall respect the principles set out in Annex VIII, Part A to this Agreement. The results of these checks may contribute to the verification process referred to in Article 68 of this Agreement.
2. The frequency of physical import checks applied by each Party are set out in Annex VIII, Part B to this Agreement. A Party may amend these frequencies within its competences and in

accordance with its internal legislation, as a result of progress made in accordance with Articles 63 and 66 of this Agreement, or as a result of verifications, consultations or other measures provided for in this Agreement. The SPS Sub-Committee referred to in Article 71 of this Agreement shall, by decision, amend Annex VIII, Part B of this Agreement accordingly.

3. Inspection fees may only cover the costs incurred by the competent authority for performing import checks. The fees shall be calculated on the same basis as fees charged for the inspection of similar domestic products.

4. The importing Party shall, at the request of the exporting Party, inform it of any amendments, including the reasons for these amendments, concerning the measures affecting import checks and inspection fees and of any significant changes in the administrative conduct of such checks.

5. From a date to be determined by the SPS Sub-Committee referred to in Article 71 of this Agreement, the Parties may agree on the conditions to approve each other's controls as laid down in Article 68(1)(b) with a view to adapting and reciprocally reducing, where applicable, the frequency of physical import checks for the commodities referred to in Article 66(2) of this Agreement.

From that date the Parties may reciprocally approve each other's controls for certain commodities and, consequently, reduce or replace the import checks for these commodities.

6. The conditions required for approval of the adaptation of import checks shall be included in Annex VIII to this Agreement by the procedure referred to in Article 71(6) of this Agreement.

ARTICLE 70 **Safeguard measures**

1. Should the importing Party take, within its territory, measures to control any cause likely to constitute a serious hazard or risk to human, animal or plant health, the exporting Party, without prejudice to paragraph 2 of this Article, shall take equivalent measures to prevent the introduction of the hazard or risk into the territory of the importing Party.

2. On the basis of serious public, animal or plant health grounds, the importing Party may take provisional measures necessary for the protection of public, animal or plant health. For consignments in transport between the Parties, the importing Party shall consider the most suitable and proportionate solution in order to avoid unnecessary disruption to trade.

3. The Party adopting measures under paragraph 2 of this Article shall inform the other Party no later than one working day following the date of adoption of the measures. Upon request by either Party, and in accordance with Article 65(3) of this Agreement, the Parties shall hold consultations regarding the situation within 15 working days of the notification. The Parties shall take due account of any information provided through such consultations and shall endeavour to avoid unnecessary disruption to trade, taking into account, where applicable, the outcome of the consultations provided for in Article 65(3) of this Agreement.

ARTICLE 71

Sanitary and Phytosanitary Management (SPS) Sub-Committee

1. The Sanitary and Phytosanitary Management (SPS) Sub-Committee is hereby established. The SPS Sub-Committee shall meet within three months of the entry into force of this Agreement and, thereafter, upon request of either Party or at least once a year. If agreed by the Parties, a meeting of the SPS Sub-Committee may be held by video or audio-conference. The SPS Sub-Committee may also address issues out of session, by correspondence.
2. The SPS Sub-Committee shall have the following functions:
 - (a) to monitor the implementation of this Chapter and consider any matter relating to this Chapter, and examine all matters which may arise in relation to its implementation;
 - (b) to review the Annexes to this Chapter, in particular in the light of progress made under the consultations and procedures provided for under this Chapter;
 - (c) in the light of the review provided for in subparagraph (b) of this paragraph or as otherwise provided in this Chapter, to modify, by means of a decision, Annexes II to XI to this Agreement; and
 - (d) in the light of the review provided for in subparagraph (b) of this paragraph, to give opinions and make recommendations to other bodies as defined in the Institutional, General and Final Provisions of this Agreement.
3. The Parties agree to establish technical working groups, where appropriate, consisting of expert-level representatives of the Parties, which shall identify and address technical and scientific issues arising from the application of this Chapter. When additional expertise is required, the Parties may establish ad hoc groups, including scientific groups. Membership of such ad hoc groups need not be restricted to representatives of the Parties.
4. The SPS Sub-Committee shall regularly report to the Trade Committee established under Article 404(1) of this Agreement on its activities and decisions taken within its competence.
5. The SPS Sub-Committee shall adopt its working procedures at its first meeting.
6. Any decision, recommendation, report or other action by the SPS Sub-Committee or any group established by the SPS Sub-Committee, relating to the authorisation of imports, exchange of information, transparency, recognition of regionalisation, equivalence and alternative measures, and any other issue covered by paragraphs 2 and 3, shall be adopted by consensus between the Parties.

CHAPTER 5
Customs and trade facilitation

ARTICLE 72
Objectives

The Parties acknowledge the importance of customs and trade facilitation matters in the evolving bilateral trade environment. The Parties agree to reinforce cooperation in this area with a view to ensuring that the relevant legislation and procedures, as well as the administrative capacity of the relevant administrations, fulfil the objectives of effective control and support facilitation of legitimate trade as a matter of principle.

The Parties recognise that utmost importance shall be given to legitimate public policy objectives, including trade facilitation, security and prevention of fraud and a balanced approach to them.

ARTICLE 73
Legislation and procedures

1. The Parties agree that their respective trade and customs legislation, as a matter of principle, shall be stable and comprehensive, and that provisions and procedures shall be proportionate, transparent, predictable, non-discriminatory, impartial and applied uniformly and effectively and shall *inter alia*:

- (a) protect and facilitate legitimate trade through effective enforcement of, and compliance with, legislative requirements;
- (b) avoid unnecessary or discriminatory burdens on economic operators, prevent fraud and provide further facilitation for economic operators having a high level of compliance;
- (c) apply a single administrative document for the purposes of customs declarations;
- (d) lead to greater efficiency, transparency and simplification of customs procedures and practices at the border;
- (e) apply modern customs techniques, including risk assessment, post-clearance controls and company audit methods in order to simplify and facilitate the entry and release of goods;
- (f) aim at reducing costs and increasing predictability for economic operators, including small and medium-sized companies;
- (g) without prejudice to the application of objective risk-assessment criteria, ensure the non-discriminatory application of requirements and procedures applicable to imports, exports and goods in transit;
- (h) apply the international instruments applicable in the field of customs and trade including those developed by the World Customs Organization (hereinafter referred

to as the "WCO") (Framework of Standards to Secure and Facilitate Global Trade of 2005, Istanbul Convention on temporary admission of 1990, HS Convention) of 1983, the WTO (e.g. on Valuation), and the UN (TIR Convention of 1975, 1982 Convention on harmonization of frontier controls of goods);

- (i) take the necessary measures to reflect and implement the provisions of the Revised Kyoto Convention on the Simplification and Harmonization of Customs Procedures of 1973;
- (j) provide for advance binding rulings on tariff classification and rules of origin. The Parties ensure that a ruling may be revoked or annulled only after notification to the affected operator and without retroactive effect unless the rulings have been made on the basis of incorrect or incomplete information;
- (k) introduce and apply simplified procedures for authorised traders according to objective and non-discriminatory criteria;
- (l) set rules that ensure that any penalties imposed for the breach of customs regulations or procedural requirements are proportionate and non-discriminatory and, in their application, do not result in unwarranted and unjustified delays;
- (m) apply transparent, non-discriminatory and proportionate rules in respect of the licensing of customs brokers.

2. In order to improve working methods, as well as to ensure non-discrimination, transparency, efficiency, integrity and accountability of operations, the Parties shall:

- (a) take further steps towards the reduction, simplification and standardisation of data and documentation required by customs and other agencies;
- (b) simplify requirements and formalities wherever possible, in respect of the prompt release and clearance of goods;
- (c) provide effective, prompt and non-discriminatory procedures guaranteeing the right of appeal against customs' and other agencies' administrative actions, rulings and decisions affecting the goods submitted to customs. Such procedures for appeal shall be easily accessible, including to small or medium-sized enterprises and any costs shall be reasonable and commensurate with costs in providing for appeals. The Parties shall also take steps to ensure that where a disputed decision is the subject of an appeal, goods are normally released and duty payments may be left pending, subject to any safeguarding measures judged necessary. Where required, this should be subject to the provision of a guarantee, such as a surety or deposit;
- (d) ensure that the highest standards of integrity be maintained, in particular at the border, through the application of measures reflecting the principles of the relevant international conventions and instruments in this field, in particular the WCO Revised Arusha Declaration (2003).

3. The Parties agree to eliminate:

- (a) any requirements for the mandatory use of customs brokers;
- (b) any requirements for the mandatory use of pre-shipment inspections or destination inspection.

4. Provisions on transit

- (a) For the purposes of this Agreement, the transit rules and definitions as set out in the WTO provisions (Article V of GATT 1994, and related provisions, including any clarification or improvement resulting from the Doha Round negotiations on trade facilitation) shall apply. These provisions also apply when the transit of goods begins or ends in the territory of a Party (inland transit).
- (b) The Parties shall pursue the progressive interconnectivity of their respective customs transit systems, with a view to Ukraine participating in the future in the common transit system set out in the Convention of 20 May 1987 on a common transit procedure.
- (c) The Parties shall ensure cooperation and coordination between all relevant authorities and agencies in their territories in order to facilitate traffic in transit and promote cooperation across borders. Parties shall also promote cooperation between authorities and the private sector in relation to transit.

ARTICLE 74

Relations with the business community

The Parties agree:

- (a) to ensure that their respective legislation and procedures are transparent and made publicly available, as far as possible through electronic means, together with the justification for them. There should be a consultation mechanism in place and a reasonable time period between the publication of new or amended provisions and their entry into force;
- (b) on the need for timely and regular consultations with trade representatives on legislative proposals and procedures relating to customs and trade issues. To this end, mechanisms for appropriate and regular consultation between administrations and the business community shall be established by each Party;
- (c) to make publicly available relevant notices of an administrative nature, including agency requirements and entry procedures, hours of operations and operating procedures for customs offices at ports and border crossing points, and points of contact for information enquiries;
- (d) to foster cooperation between operators and relevant administrations via the use of non-arbitrary and publicly accessible procedures, such as Memoranda of Understanding based, in particular, on those promulgated by the WCO;
- (e) to ensure that their respective customs and related requirements and procedures continue to meet the legitimate needs of the trading community, follow best practices, and remain the least trade-restrictive possible;

(f) to seek the implementation of the WTO Agreement on Trade Facilitation (TFA). Where the provisions of the TFA conflict with the provisions of this Agreement, the Trade Committee shall determine which of those provisions shall prevail.

ARTICLE 75 Fees and charges

The Parties shall prohibit administrative fees having an equivalent effect to import or export duties and charges.

With regard to all fees and charges of whatever character imposed by the customs authorities of each Party, including fees and charges for tasks undertaken by another instance on behalf of the said authorities, on or in connection with import or export and without prejudice to the relevant Articles in Chapter 1 (National Treatment and Market Access for Goods) of Title IV of this Agreement, the Parties agree that:

- (a) fees and charges may only be imposed for services provided outside of appointed hours and in places other than those referred to in customs regulations, at the request of the declarant in connection with the import or export in question or for any formality required for undertaking such import or export;
- (b) fees and charges shall not exceed the cost of the service provided;
- (c) fees and charges shall not be calculated on an *ad valorem* basis;
- (d) information on fees and charges shall be published. This information shall include the reason for the fee or charge for the service provided, the authority responsible, the fees and charges that will be applied, and when and how payment is to be made.

The information on fees and charges shall be published via an officially designated medium, and where feasible and possible, on an official website;

- (e) new or amended fees and charges shall not be imposed until information on them is published and made readily available.

ARTICLE 76 Customs valuation

1. The Agreement on the Implementation of Article VII of GATT 1994 contained in Annex 1A to the WTO Agreement, including any subsequent amendments, shall govern the customs valuation of goods in trade between the Parties. Its provisions are hereby incorporated into, and made part of, this Agreement. Minimum customs values shall not be used.

2. The Parties shall cooperate with a view to reaching a common approach to issues relating to customs valuation.

ARTICLE 77
Customs cooperation

The Parties shall strengthen cooperation to ensure implementation of the objectives of this Chapter, striking a reasonable balance between simplification and facilitation and effective control and security.

In order to ensure compliance with the provisions of this Chapter, the Parties shall *inter alia*:

- (a) exchange information concerning customs legislation and procedures;
- (b) develop joint initiatives relating to import, export and transit procedures, as well as work towards ensuring that an effective service is provided to the business community;
- (c) cooperate on the automation of customs and other trade procedures;
- (d) exchange, where appropriate, relevant information and data subject to respect of confidentiality of sensitive data and personal data protection;
- (e) exchange information and/or enter into consultations with a view to establishing, where possible, common positions in international organisations in the field of customs, such as the WTO, the WCO, the UN, the United Nations Conference on Trade And Development and the United Nations Economic Commission for Europe;
- (f) cooperate in the planning and delivery of technical assistance, in particular to facilitate customs and trade facilitation reforms in line with the relevant provisions of this Agreement;
- (g) exchange best practices in customs operations focusing in particular on intellectual property rights enforcement, especially in relation to counterfeit products;
- (h) promote coordination between all border agencies, both internally and across borders, to facilitate border-crossing processes and enhance control, taking into account joint border controls where feasible and appropriate;
- (i) mutually recognise, where relevant and appropriate, authorised traders and customs controls. The scope of this cooperation, the implementation and the practical arrangements shall be decided by the Customs Sub-Committee provided for in Article 80 of this Agreement.

ARTICLE 78
Mutual administrative assistance in customs matters

Notwithstanding Article 77 of this Agreement, the administrations of the Parties shall provide mutual administrative assistance in customs matters in accordance with the provisions laid down in Protocol II to this Agreement and the Memorandum of Understanding between the Government of Ukraine and the Government of the United Kingdom of Great Britain and Northern Ireland Regarding Mutual Administrative Assistance between their Customs Authorities (1998). Where the provisions of the Memorandum of Understanding between the Government of Ukraine and the Government of the United Kingdom of Great Britain and Northern Ireland Regarding Mutual Administrative Assistance between their Customs

Authorities (1998) conflict with the provisions of this Agreement, the Trade Committee shall determine which of those provisions shall prevail.

ARTICLE 79

Technical assistance and capacity-building

The Parties may cooperate with a view to providing technical assistance and capacity-building for the implementation of trade facilitation and customs reforms.

ARTICLE 80

Customs Sub-Committee

The Customs Sub-Committee is hereby established. It shall report on its activities to the Trade Committee in accordance with Article 404(5) of this Agreement. The function of the Customs Sub-Committee shall include regular consultations and monitoring of implementation and administration of this Chapter, including the issues of customs cooperation, cross-border customs cooperation and management, technical assistance, rules of origin, and trade facilitation, as well as mutual administrative assistance in customs matters.

The Customs Sub-Committee shall *inter alia*:

- (a) see to the proper functioning of this Chapter and of Protocols I and II to this Agreement;
- (b) decide measures and practical arrangements for implementing this Chapter and Protocols I and II to this Agreement including on exchange of information and data, mutual recognition of customs controls and trade partnership programmes, and mutually agreed benefits;
- (c) exchange views on any points of common interest, including future measures and the resources for them;
- (d) make recommendations where appropriate; and
- (e) adopt its internal rules of procedures.

CHAPTER 6

Establishment, trade in services and electronic commerce

Section 1

General provisions

ARTICLE 81

Objective, scope and coverage

1. The Parties, reaffirming their respective rights and obligations under the WTO Agreement, hereby lay down the necessary arrangements for the progressive reciprocal liberalisation of establishment and trade in services and for cooperation on electronic commerce.

2. Government procurement is dealt with by Chapter 8 (Public Procurement) of Title IV of this Agreement and nothing in this Chapter shall be construed in such a way as to impose any obligation with respect to government procurement.

3. Subsidies are dealt with in Chapter 10 (Competition) of Title IV of this Agreement and the provisions of this Chapter shall not apply to subsidies granted by the Parties.

4. Each Party shall retain the right to regulate and to introduce new regulations to meet legitimate policy objectives, provided they are compatible with this Chapter.

5. This Chapter shall not apply to measures affecting natural persons seeking access to the employment market of a Party, nor shall it apply to measures regarding citizenship, residence or employment on a permanent basis.

Without prejudice to the provisions on movement of persons set out in Title III (Justice Freedom and Security) of this Agreement, nothing in this Chapter shall prevent a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of natural persons, and to ensure their orderly movement across its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to any Party under the terms of this Chapter⁴.

ARTICLE 82 Definitions

For the purposes of this Chapter:

1. "measure" means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;
2. "measures adopted or maintained by a Party" means measures taken by:
 - (a) central, regional or local governments and authorities; and
 - (b) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;
3. "natural person of a Party" means a national of the United Kingdom or a national of Ukraine according to the respective legislation;
4. "legal person" means any legal entity duly constituted or otherwise organized under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

⁴ The sole fact of requiring a visa for natural persons of certain countries and not for those of others shall not be regarded as nullifying or impairing benefits under the Agreement.

5. "legal person of the United Kingdom" or "legal person of Ukraine" means:

a legal person set up in accordance with the laws of the United Kingdom or of Ukraine respectively, and having its registered office, central administration, or principal place of business in the territory of the United Kingdom or Ukraine, respectively, as defined in paragraphs 1 and 2 of Article 416;

should this legal person have only its registered office or central administration in either territory as defined in paragraphs 1 and 2 of Article 416, it shall not be considered as a legal person of the United Kingdom or a legal person of Ukraine, respectively, unless its operations possess a real and continuous link with the economy of the United Kingdom or of Ukraine, respectively;

6. Notwithstanding the preceding paragraph, shipping companies established outside the United Kingdom or Ukraine and controlled by nationals of the United Kingdom or of Ukraine, respectively, shall also be beneficiaries of the provisions of this Agreement, if their vessels are registered in accordance with their respective legislation, in the United Kingdom or in Ukraine and carry the flag of the United Kingdom or of Ukraine;

7. "subsidiary" of a legal person of a Party means a legal person which is effectively controlled by another legal person of that Party⁵;

8. "branch" of a legal person means a place of business not having legal personality which:

- (a) has the appearance of permanency such as the extension of a parent body;
- (b) has a management structure; and
- (c) is materially equipped to negotiate business with third parties so that the latter, although knowing that there will, if necessary, be a legal link with the parent body, the head office of which is abroad, do not have to deal directly with such parent body but may transact business at the place of business constituting the extension;

9. "establishment" means:

- (a) as regards legal persons of the United Kingdom or of Ukraine, the right to take up and pursue economic activities by means of setting up, including the acquisition of, a legal person and/or create a branch or a representative office in Ukraine or in the United Kingdom respectively;
- (b) as regards natural persons, the right of natural persons of the United Kingdom or of Ukraine to take up and pursue economic activities as self-employed persons, and to set up undertakings, in particular companies, which they effectively control.

10. "investor" means any natural or legal person of a Party that seeks to perform or performs an economic activity through setting up an establishment;

⁵ A legal person is controlled by another legal person if the latter has the power to name a majority of its directors or otherwise to legally direct its actions.

11. "economic activities" includes activities of an industrial, commercial and professional character and activities of craftsmen and do not include activities performed in the exercise of governmental authority;

12. "operations" means the pursuit of economic activities;

13. "services" includes any service in any sector except services supplied in the exercise of governmental authority;

14. "services and other activities performed in the exercise of governmental authority" are services or activities which are performed neither on a commercial basis nor in competition with one or more economic operators;

15. "cross-border supply of services" means the supply of a service:

- (a) from the territory of a Party into the territory of the other Party;
- (b) in the territory of a Party to a service consumer of the other Party.

16. "service supplier" of a Party means any natural or legal person of a Party that seeks to supply or supplies a service, including through an establishment;

17. "key personnel" means natural persons employed within a legal person of one Party other than a non-profit organisation and who are responsible for the setting-up or the proper control, administration and operation of an establishment.

"Key personnel" comprise business visitors responsible for setting up an establishment and intra-corporate transfers.

(a) "Business visitors" means natural persons working in a senior position who are responsible for setting up an establishment. They do not engage in direct transactions with the general public and do not receive remuneration from a source located within the host Party;

(b) "Intra-corporate transferees" means natural persons who have been employed by a legal person of one Party or have been partners in it (other than as majority shareholders) for at least one year and who are temporarily transferred to an establishment in the territory of the other Party. The natural person concerned must belong to one of the following categories:

(i) Managers:

Persons working in a senior position within a legal person who primarily direct the management of the establishment, receiving general supervision or direction principally from the board of directors or stockholders of the business or their equivalent, including:

- directing the establishment or a department or sub-division thereof;
- supervising and controlling the work of other supervisory, professional

or managerial employees;

- having the authority personally to recruit and dismiss personnel or recommend recruiting and dismissing personnel or take other related actions.

(ii) Specialists:

Persons working within a legal person who possess uncommon knowledge essential to the establishment's production, research equipment, techniques or management. In assessing such knowledge, account will be taken not only of knowledge specific to the establishment, but also whether the person has a high level of qualification for a type of work or trade requiring specific technical knowledge, including membership of an accredited profession.

18. "graduate trainees" means natural persons of a Party who have been employed by a legal person of that Party for at least one year, possess a university degree and are temporarily transferred to an establishment in the territory of the other Party for career development purposes or to obtain training in business techniques or methods⁶;

19. "business services sellers" means natural persons who are representatives of a service supplier of one Party seeking entry into and temporary stay in the territory of the other Party for the purpose of negotiating the sale of services or entering into agreements to sell services for that service supplier. They do not engage in making direct sales to the general public and do not receive remuneration from a source located within the host Party;

20. "contractual services suppliers" means natural persons employed by a legal person of one Party which has no establishment in the territory of the other Party and which has concluded a *bona fide* contract⁷ to supply services with a final consumer in the latter Party requiring the presence on a temporary basis of its employees in that Party in order to fulfil the contract to provide services;

21. "independent professionals" means natural persons engaged in the supply of a service and established as self-employed in the territory of a Party who have no establishment in the territory of the other Party and who have concluded a *bona fide* contract⁸ to supply services with a final consumer in the latter Party requiring their presence on a temporary basis in that Party in order to fulfil the contract to provide services.

⁶ The recipient establishment may be required to submit a training programme covering the duration of stay for prior approval, demonstrating that the purpose of the stay is for training. The competent authorities may require that the training be linked to the university degree which has been obtained.

⁷ The service contract shall comply with the laws, regulations and legal requirements of the Party where the contract is executed.

⁸ The service contract shall comply with the laws, regulations and legal requirements of the Party where the contract is executed.

Section 2
Establishment

ARTICLE 83
Scope

This Section applies to measures adopted or maintained by the Parties affecting establishment⁹ in respect of all economic activities with the exception of:

- (a) mining, manufacturing and processing¹⁰ of nuclear materials;
- (b) production of or trade in arms, munitions and war material;
- (c) audio-visual services;
- (d) national maritime cabotage¹¹, and
- (e) domestic and international air transport services¹², whether scheduled or un-scheduled, and services directly related to the exercise of traffic rights, other than:
 - (i) aircraft repair and maintenance services during which an aircraft is withdrawn from service;
 - (ii) the selling and marketing of air transport services;
 - (iii) computer reservation system (hereinafter referred to as "CRS") services;
 - (iv) ground handling services;
 - (v) airport operation services.

ARTICLE 84

National treatment and Most Favourable Nation treatment

1. Subject to reservations listed in Annex XII-D to this Agreement, Ukraine shall grant, upon entry into force of this Agreement:

- (i) as regards the establishment of subsidiaries, branches and representative offices of legal persons of the United Kingdom, treatment no less favourable than that

⁹ Investment protection, other than the treatment deriving from Article 84 (National treatment), including investor-state dispute settlement procedure, is not covered by this Chapter.

¹⁰ For greater certainty, processing of nuclear materials includes all the activities contained in UN ISIC Rev.3.1 code 2330.

¹¹ Without prejudice to the scope of activities which may be considered as cabotage under the relevant national legislation, national cabotage under this Chapter covers transportation of passengers or goods between a port or point located in Ukraine or the United Kingdom and another port or point located in Ukraine or the United Kingdom, including on its continental shelf, as provided in the UN Convention on the Law of the Sea, and traffic originating and terminating in the same port or point located in Ukraine or the United Kingdom.

¹² The conditions of mutual market access in air transport shall be dealt with by the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Ukraine concerning Air Services as amended from time to time.

accorded to its own legal persons, branches and representative offices or to any third-country legal persons, branches and representative offices, whichever is better;

- (ii) as regards the operation of subsidiaries, branches and representative offices of legal persons of the United Kingdom in Ukraine, once established, treatment no less favourable than that accorded to its own legal persons, branches and representative offices; or to any third-country legal persons, branches and representative offices, whichever is better¹³.

2. Subject to reservations listed in Annex XII-A to this Agreement, the United Kingdom shall grant, upon entry into force of this Agreement:

- (i) as regards the establishment of subsidiaries, branches and representative offices of legal persons of Ukraine, treatment no less favourable than that accorded by the United Kingdom to its own legal persons, branches and representative offices or to any third-country legal persons, branches and representative offices, whichever is better;
- (ii) as regards the operation of subsidiaries, branches and representative offices of legal persons of Ukraine in the United Kingdom, once established, treatment no less favourable than that accorded to its own legal persons, branches and representative offices; or to any third-country legal persons, branches and representative offices, whichever is better¹⁴.

3. Subject to reservations listed in Annexes XII-A and XII-D to this Agreement, the Parties shall not adopt any new regulations or measures which introduce discrimination as regards the establishment of legal persons of the United Kingdom or of Ukraine on their territory or in respect of their operation, once established, by comparison with their own legal persons.

ARTICLE 85

Review

1. With a view to progressively liberalising the establishment conditions, the Parties shall regularly review the establishment legal framework¹⁵ and the establishment climate, consistent with their commitments under international agreements.

2. In the context of the review referred to in paragraph 1 of this Article, the Parties shall assess any obstacles to establishment that have been encountered and shall undertake negotiations to address such obstacles, with a view to deepening the provisions of this Chapter and to including investment protection provisions and investor-to-state dispute settlement procedures.

¹³ This obligation does not extend to the investment protection provisions, including provisions relating to investor-state dispute settlement procedures, as found in other agreements and which are not covered by this Chapter.

¹⁴ This obligation does not extend to the investment protection provisions not covered by this Chapter, including provisions relating to investor-state dispute settlement procedures, as found in other agreements.

¹⁵ This includes this Chapter and Annexes XII-A and XII-D.

ARTICLE 86
Other agreements

Nothing in this Chapter shall be taken to limit the rights of investors of the Parties to benefit from any more favourable treatment provided for in any existing or future international agreement relating to investment to which the United Kingdom and Ukraine are parties.

ARTICLE 87
Standard of treatment for branches and representative offices

1. The provisions of Article 84 of this Agreement do not preclude the application by a Party of particular rules concerning the establishment and operation in its territory of branches and representative offices of legal persons of the other Party not incorporated in the territory of the first Party, which are justified by legal or technical differences between such branches and representative offices as compared to branches and representative offices of companies incorporated in its territory or, as regards financial services, for prudential reasons.
2. The difference in treatment shall not go beyond what is strictly necessary as a result of such legal or technical differences or, as regards financial services, for prudential reasons.

Section 3
Cross-border supply of services

ARTICLE 88
Scope

This Section applies to measures of the Parties affecting the cross-border supply of all services sectors with the exception of:

- (a) audio-visual services¹⁶;
- (b) national maritime cabotage¹⁷; and
- (c) domestic and international air transport services¹⁸, whether scheduled or un-scheduled, and services directly related to the exercise of traffic rights other than:
 - (i) aircraft repair and maintenance services during which an aircraft is withdrawn from service;

¹⁶ The exclusion of audio-visual services from the scope of this Chapter is without prejudice to the cooperation on audio-visual services under Title V on Economic and Sector Cooperation of this Agreement.

¹⁷ Without prejudice to the scope of activities which may be considered as cabotage under the relevant national legislation, national maritime cabotage under this Chapter covers transportation of passengers or goods between a port or point located in Ukraine or the United Kingdom and another port or point located in Ukraine or the United Kingdom, including on its continental shelf, as provided in the UN Convention on the Law of the Sea and traffic originating and terminating in the same port or point located in Ukraine or the United Kingdom.

¹⁸ The conditions of mutual market access in air transport shall be dealt with by the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Ukraine concerning Air Services as amended from time to time.

- (ii) the selling and marketing of air transport services;
- (iii) CRS services;
- (iv) ground handling services;
- (v) airport operation services.

ARTICLE 89 Market access

1. With respect to market access through the cross-border supply of services, each Party shall accord services and service suppliers of the other Party treatment no less favourable than that provided for in the specific commitments contained in Annexes XII-B and XII-E to this Agreement.
2. In sectors where market access commitments are undertaken, the measures which a Party shall not maintain or adopt either on the basis of a regional subdivision or on the basis of its entire territory, unless otherwise specified in Annex XII-B and XXI-E to this Agreement, are defined as:
 - (a) limitations on the number of services suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
 - (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;
 - (c) limitations on the total number of service operations or on the total quantity of service output expressed in the terms of designated numerical units in the form of quotas or the requirement of an economic needs test.

ARTICLE 90 National treatment

1. In the sectors where market access commitments are inscribed in Annexes XII-B and XII-E to this Agreement, and subject to any conditions and qualifications set out therein, each Party shall grant to services and service suppliers of the other Party, in respect of all measures affecting the cross-border supply of services, treatment no less favourable than that it accords to its own like service and services suppliers.
2. A Party may meet the requirement of paragraph 1 of this Article by according to services and service suppliers of the other Party either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.
3. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of the Party compared to like services or service suppliers of the other Party.

4. Specific commitments assumed under this Article shall not be construed in such a way as to require any Party to compensate for inherent competitive disadvantages which result from the foreign character of the relevant services or services suppliers.

ARTICLE 91 **Lists of commitments**

1. The sectors liberalised by each of the Parties pursuant to this Chapter and, by means of reservations, the market access and national treatment limitations applicable to services and services suppliers of the other Party in those sectors are set out in lists of commitments contained in Annexes XII-B and XII-E to this Agreement.

2. Without prejudice to the Parties' rights and obligations as they exist or may arise under the Council of Europe's Convention on Transfrontier Television of 1989 and European Convention on Cinematographic Co-Production of 1992, lists of commitments in Annexes XII-B and XII-E to this Agreement do not include commitments on audio-visual services.

ARTICLE 92 **Review**

With a view to progressive liberalisation of the cross-border supply of services between the Parties, the Trade Committee shall regularly review the lists of commitments referred to in Article 91 of this Agreement. This review shall take into account the resultant impact on the elimination of remaining obstacles to cross-border supply of services between the Parties.

Section 4 **Temporary presence of natural persons for business purposes**

ARTICLE 93 **Scope**

This Section applies to measures of the Parties concerning the entry into and temporary stay¹⁹ in their territory of categories of natural persons providing services as defined in Article 82(17) to (21) of this Agreement.

ARTICLE 94 **Key personnel**

1. A legal person of the United Kingdom or a legal person of Ukraine shall be entitled to employ, or have employed by one of its subsidiaries, branches and representative offices

¹⁹ All other requirements of the Parties' laws and regulations regarding entry, stay, work and social security measures shall continue to apply, including regulations concerning period of stay and minimum wages, as well as collective wage agreements. Commitments on movement of persons do not apply in cases where the intent or effect of such movement is to interfere in or otherwise affect the outcome of any labour/management dispute or negotiation.

established in the territory of Ukraine or of the United Kingdom, respectively, in accordance with the legislation in force in the host country of establishment, employees who are nationals of the United Kingdom and of Ukraine, respectively, provided that such employees are key personnel as defined in Article 82 of this Agreement who are employed exclusively by legal persons, subsidiaries, branches and representative offices. The residence and work permits of such employees shall only cover the period of such employment. The entry and temporary stay of such employees shall be for a period of up to three years.

2. The entry into and temporary presence within the territory of the United Kingdom or Ukraine of natural persons of Ukraine and of the United Kingdom, respectively, shall be permitted when these natural persons are representatives of legal persons and are business visitors within the meaning of Article 82(17)(a) of this Agreement. Notwithstanding paragraph 1 of this Article, the entry and temporary stay of business visitors shall be for a period of up to 90 days in any 12-month period.

ARTICLE 95 **Graduate trainees**

A legal person of the United Kingdom or a legal person of Ukraine shall be entitled to employ, or have employed by one of its subsidiaries, branches and representative offices established in the territory of Ukraine or of the United Kingdom, respectively, in accordance with the legislation in force in the host country of establishment, graduate trainees who are nationals of the United Kingdom and of Ukraine, respectively, provided that they are employed exclusively by legal persons, subsidiaries, branches and representative offices. The temporary entry and stay of graduate trainees shall be for a period of up to one year.

ARTICLE 96 **Business services sellers**

Each Party shall allow the temporary entry and stay of business services sellers for a period of up to 90 days in any 12-month period.

ARTICLE 97 **Contractual services suppliers**

1. The Parties reaffirm their respective obligations arising from their commitments under the General Agreement on Trade in Services of 1994 (hereinafter referred to as "GATS") as regards the entry and temporary stay of contractual services suppliers.

2. For every sector listed below, each Party shall allow the supply of services in their territory by contractual services suppliers of the other Party, subject to the conditions specified in paragraph 3 of this Article and in Annexes XII-C and XII-F to this Agreement on reservations on contractual service suppliers and independent professionals:

- (a) Legal services
- (b) Accounting and bookkeeping services

- (c) Taxation advisory services
- (d) Architectural services, urban planning and landscape architectural services
- (e) Engineering services, integrated engineering services
- (f) Computer and related services
- (g) Research and development services
- (h) Advertising
- (i) Management consulting services
- (j) Services related to management consulting
- (k) Technical testing and analysis services
- (l) Related scientific and technical consulting services
- (m) Maintenance and repair of equipment in the context of an after-sales or after-lease services contract
- (n) Translation services
- (o) Site investigation work
- (p) Environmental services
- (q) Travel agencies and tour operator services
- (r) Entertainment services

3. The commitments undertaken by the Parties are subject to the following conditions:

- (a) The natural persons must be engaged in the supply of a service on a temporary basis as employees of a juridical person, which has obtained a service contract not exceeding twelve months;
- (b) The natural persons entering the other Party should be offering such services as employees of the juridical person supplying the services for at least the year immediately preceding the date of submission of an application for entry into the other Party. In addition, the natural persons must possess, at the date of submission of an application for entry into the other Party, at least three years professional experience²⁰ in the sector of activity which is the subject of the contract;
- (c) The natural persons entering the other Party must possess:

²⁰ Obtained after having reached the age of majority.

- (i) a university degree or a qualification demonstrating knowledge of an equivalent level²¹; and
 - (ii) professional qualifications where this is required to exercise an activity pursuant to the laws, regulations or legal requirements of the Party where the service is supplied.
- (d) The natural person shall not receive remuneration for the provision of services in the territory of the other Party other than the remuneration paid by the legal person employing the natural person;
 - (e) The entry and temporary stay of natural persons within the Party concerned shall be for a cumulative period of not more than six months in any twelve-month period or for the duration of the contract, whichever is less;
 - (f) Access accorded under the provisions of this Article relates only to the service activity, which is the subject of the contract and does not confer entitlement to exercise the professional title of the Party where the service is provided;
 - (g) The number of persons covered by the service contract shall not be larger than necessary to fulfil the contract, as it may be requested by the laws, regulations or other legal requirements of the Party where the service is supplied;
 - (h) Other discriminatory limitations, including on the number of natural persons in the form of economic needs tests, as specified in Annexes XII-C and XII-F to this Agreement on reservations on contractual service suppliers and independent professionals.

ARTICLE 98 Independent professionals

1. The Parties reaffirm their respective obligations arising from their commitments under the GATS as regards the entry and temporary stay of independent professionals.

2. For every sector listed below, the Parties shall allow the supply of services in their territory by independent professionals of the other Party, subject to the conditions specified in paragraph 3 of this Article and in Annexes XII-C and XII-F to this Agreement on reservations on contractual service suppliers and independent professionals.

- (a) Legal services
- (b) Architectural services, urban planning and landscape architecture
- (c) Engineering and integrated engineering services

²¹ Where the degree or qualification has not been obtained in the Party where the service is supplied, that Party may evaluate whether this is equivalent to a university degree required in its territory.

- (d) Computer and related services
 - (e) Management consulting services and services related to management consulting
 - (f) Translation services
3. The commitments undertaken by the Parties are subject to the following conditions:
- (a) The natural persons must be engaged in the supply of a service on a temporary basis as self-employed persons established in the other Party and must have obtained a service contract for a period not exceeding 12 months;
 - (b) The natural persons entering the other Party must possess, at the date of submission of an application for entry into the other Party, at least six years professional experience in the sector of activity which is the subject of the contract;
 - (c) The natural persons entering the other Party must possess:
 - (i) a university degree or a qualification demonstrating knowledge of an equivalent level²²; and
 - (ii) professional qualifications where this is required to exercise an activity pursuant to the law, regulations or other legal requirements of the Party where the service is supplied.
 - (d) The entry and temporary stay of natural persons within the Party concerned shall be for a cumulative period of not more than six months in any twelve-month period or for the duration of the contract, whichever is less.
 - (e) Access accorded under the provisions of this Article relates only to the service activity which is the subject of the contract; it does not confer entitlement to use the professional title of the Party where the service is provided;
 - (f) Other discriminatory limitations, including on the number of natural persons in the form of economic needs tests, which are specified in Annexes XII-C and XII-F to this Agreement on reservations on contractual service suppliers and independent professionals.

Section 5
Regulatory framework

Sub-section 1
Domestic regulation

²² Where the degree or qualification has not been obtained in the Party where the service is supplied, that Party may evaluate whether this is equivalent to a university degree required in its territory.

ARTICLE 99
Scope and definitions

1. The following disciplines apply to measures by the Parties relating to licensing that affect:
 - (a) cross-border supply of services;
 - (b) establishment in their territory of legal and natural persons defined in Article 82 of this Agreement; or
 - (c) temporary stay in their territory of categories of natural persons defined in Article 82(17) to (21) of this Agreement.
2. In the case of cross-border supply of services, these disciplines shall only apply to sectors for which the Party has undertaken specific commitments and to the extent that these specific commitments apply. In the case of establishment, these disciplines shall not apply to sectors to the extent that a reservation is listed in accordance with Annexes XII-A and XII-D to this Agreement. In the case of temporary stay of natural persons, these disciplines shall not apply to sectors for which a reservation is listed in accordance with Annexes XII-C and XII-F to this Agreement.
3. These disciplines do not apply to measures to the extent that they constitute limitations subject to scheduling under Articles 84, 89 and 90 of this Agreement.
4. For the purposes of this Section:
 - (a) "Licensing" means the process through which a service supplier or an investor is in effect required to take steps in order to obtain from a competent authority a decision concerning the authorisation to supply a service, including through establishment, or concerning the authorisation to establish in an economic activity other than services, including a decision to amend or renew such authorisation.
 - (b) "Competent authority" means any central, regional or local government and authority or non-governmental body in the exercise of powers delegated by central or regional or local governments or authorities, which takes a decision concerning licensing.
 - (c) "Licensing procedures" shall mean the procedures to be followed as a part of licensing.

ARTICLE 100
Conditions for licensing

1. Licensing shall be based on criteria which preclude the competent authorities from exercising their power of assessment in an arbitrary manner.
2. The criteria referred to in paragraph 1 of this Article shall be:
 - (a) proportionate to a legitimate public policy objective;

- (b) clear and unambiguous;
- (c) objective;
- (d) pre-established;
- (e) made public in advance;
- (f) transparent and accessible.

3. A licence shall be granted as soon as it is established, in the light of an appropriate examination, that the conditions for obtaining a licence have been met.

4. Article 272 of this Agreement shall apply to provisions of this Chapter.

5. Where the number of licences available for a given activity is limited because of the scarcity of available natural resources or technical capacity, the Parties shall apply a selection procedure to potential candidates which provides full guarantees of impartiality and transparency, including, in particular, adequate publicity about the launch, conduct and completion of the procedure.

6. Subject to the provisions specified by this Article, in establishing the rules for the selection procedure, the Parties may take into account legitimate public policy objectives, including considerations of health, safety, the protection of the environment and preservation of cultural heritage.

ARTICLE 101 Licensing procedures

1. Licensing procedures and formalities shall be clear, made public in advance and be such as to provide the applicants with a guarantee that their application will be dealt with objectively and impartially.

2. Licensing procedures and formalities shall be as simple as possible and shall not unduly complicate or delay the provision of the service. Any licensing fees²³ which the applicants may incur as a result of their application shall be reasonable and proportionate to the cost of the licensing procedures in question.

3. Licensing procedures and formalities shall provide applicants with a guarantee that their application will be processed within a reasonable period which is made public in advance. The period shall run only from the time when all documentation has been received by the competent authorities. When justified by the complexity of the issue, the time period may be extended, by the competent authority, for a reasonable time. The extension and its duration shall be duly motivated and shall be notified to the applicant before the original period has expired.

²³ Licensing fees do not include fees for the use of natural resources, payments for auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

4. In the case of an incomplete application, the applicant shall be informed as quickly as possible of the need to supply any additional documentation. In this case, the period referred to in paragraph 3 of this Article may be suspended by the competent authorities, until all documentation has been received by the competent authorities.

5. If an application for a licence is rejected, the applicant should be informed without undue delay. In principle, the applicant shall, upon request, be informed of the reasons for rejection of the application and of the timeframe for an appeal against the decision.

Sub-section 2
Provisions of general application

ARTICLE 102
Mutual recognition

1. Nothing in this Chapter shall prevent a Party from requiring that natural persons must possess the necessary qualifications and/or professional experience specified in the territory where the service is supplied, for the sector of activity concerned.

2. The Parties shall encourage the relevant professional bodies in their respective territories to provide recommendations on mutual recognition to the Trade Committee, for the purpose of fulfilment, in whole or in part, by investors and service suppliers of the criteria applied by each Party for the authorisation, licensing, operation and certification of investors and service suppliers and, in particular, professional services.

3. On receipt of a recommendation as referred to in paragraph 2 of this Article, the Trade Committee shall, within a reasonable time, review the recommendation with a view to determining whether it is consistent with this Agreement.

4. When, in conformity with the procedure set out in paragraph 3 of this Article, a recommendation as referred to in paragraph 2 of this Article has been found to be consistent with this Agreement and there is a sufficient level of correspondence between the relevant regulations of the Parties, the Parties shall, with a view to implementing that recommendation, negotiate, through their competent authorities, an agreement on the mutual recognition of requirements, qualifications, licences and other regulations.

5. Any such agreement shall be in conformity with the relevant provisions of the WTO Agreement and, in particular, Article VII of the GATS.

ARTICLE 103
Transparency and disclosure of confidential information

1. Each Party shall respond promptly to all requests by the other Party for specific information on any of its measures of general application or international agreements which pertain to or affect this Agreement. Each Party shall also establish one or more enquiry points to provide specific information to investors and service suppliers of the other Party, upon request, on all such matters. The Parties shall notify each other of their enquiry points within

three months of entry into force of this Agreement. Enquiry points need not be depositories of laws and regulations.

2. Nothing in this Agreement shall require any Party to provide confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest or which would prejudice legitimate commercial interests of particular enterprises, whether public or private.

Sub-section 3
Computer services

ARTICLE 104
Understanding on computer services

1. To the extent that trade in computer services is liberalised in accordance with Sections 2, 3 and 4 of this Chapter and taking into account the fact that computer and related services enable the provision of other services by both electronic and other means, the Parties shall distinguish between an enabling service and the content or core services that is being delivered electronically in such a way that the content or core service is not classified as a computer and related service, as defined in paragraph 2 of this Article.

2. Computer and related services shall mean services defined in the United Nations Code CPC 84, including both basic services and functions or combinations of basic services, regardless of whether they are delivered via a network, including the Internet.

Basic services are all services that provide:

- (a) consulting, strategy, analysis, planning, specification, design, development, installation, implementation, integration, testing, debugging, updating, support, technical assistance, or management of or for computers or computer systems; or
- (b) computer programs defined as the set of instructions required to make computers work and communicate (in and of themselves), plus consulting, strategy, analysis, planning, specification, design, development, installation, implementation, integration, testing, debugging, updating, adaptation, maintenance, support, technical assistance, and management or use of or for computer programs; or
- (c) data processing, data storage, data hosting or database services; or
- (d) maintenance and repair services for office machinery and equipment, including computers; or
- (e) training services for staff of clients, related to computer programs, computers or computer systems, and not elsewhere classified.

Sub-section 4
Postal and courier services

ARTICLE 105

Scope and definitions

1. This Sub-section sets out the principles of the regulatory framework for all postal and courier services liberalised in accordance with Sections 2, 3 and 4 of this Chapter.
2. For the purpose of this Sub-section and of Sections 2, 3 and 4 of this Chapter:
 - (a) a "licence" means an authorisation, granted to an individual supplier by a regulatory authority, which is required before carrying out the activity of supplying a given service;
 - (b) "universal service" means the permanent provision of a postal service of specified quality at all points in the territory of a Party at affordable prices for all users.

ARTICLE 106

Prevention of anti-competitive practices in the postal and courier sector

Appropriate measures shall be maintained or introduced for the purpose of preventing suppliers who, alone or together, have the ability to affect materially the terms of participation (having regard to price and supply) in the relevant market for postal and courier services as a result of use of their position in the market, from engaging in or continuing anti-competitive practices.

ARTICLE 107

Universal service

Any Party has the right to define the kind of universal service obligation it wishes to maintain. Such obligations will not be regarded as anti-competitive *per se*, provided they are administered in a transparent, non-discriminatory and competitively neutral manner and are not more burdensome than necessary for the kind of universal service defined by the Party.

ARTICLE 108

Licences

1. From the entry into force of this Agreement, a licence may only be required for services which are within the scope of the universal service.
2. Where a licence is required, the following shall be made publicly available:
 - (a) all the licensing criteria and the period of time normally required to reach a decision concerning an application for a licence; and
 - (b) the terms and conditions of licences.
3. The reasons for denial of a licence shall be made known to the applicant upon request and an appeal procedure through an independent body will be established by each Party. Such a procedure will be transparent, non-discriminatory, and based on objective criteria.

ARTICLE 109
Independence of the regulatory body

The regulatory body shall be legally separate from and not accountable to any supplier of postal and courier services. The decisions of and the procedures used by the regulatory body shall be impartial with respect to all market participants.

Sub-section 5
Electronic communications

ARTICLE 110
Scope and definitions

1. This Sub-section sets out the principles of the regulatory framework for all electronic communication services liberalised pursuant to Sections 2, 3 and 4 of this Chapter excluding broadcasting.
2. For the purposes of this Sub-section and Sections 2, 3 and 4 of this Chapter:
 - (a) "electronic communication services" means all services that consist of the transmission and reception of electro-magnetic signals and are normally provided for remuneration, excluding broadcasting, which does not cover the economic activity consisting in the provision of content that requires telecommunications for its transport. Broadcasting is defined as the uninterrupted chain of transmission required for the distribution of television and radio programme signals to the general public, but does not cover contribution links between operators;
 - (b) "public communication network" means an electronic communication network used wholly or mainly for the provision of publicly available electronic communication services;
 - (c) "electronic communication network" means transmission systems and, where applicable, switching or routing equipment and other resources which permit the conveyance of signals by wire, by radio, by optical or by other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including Internet) and mobile terrestrial networks, and electricity cable systems, to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks, irrespective of the type of information conveyed;
 - (d) a "regulatory authority" in the electronic communication sector means the body or bodies charged with the regulation of electronic communication mentioned in this Chapter;
 - (e) a service supplier shall be deemed to have "significant market power" if, either individually or jointly with others, it enjoys a position equivalent to dominance, that is to say a position of economic strength affording it the power to behave to an appreciable extent independently of competitors, customers and ultimately

consumers;

- (f) "interconnection" means the physical and/or logical linking of public communication networks used by the same or a different service supplier in order to allow the users of one service supplier to communicate with users of the same or another service supplier, or to access services provided by another service supplier. Services may be provided by the parties involved or other parties who have access to the network. Interconnection is a specific type of access implemented between public network operators;
- (g) "universal service" means the set of services of specified quality that is made available to all users in the territory of a Party regardless of their geographical location and at an affordable price; its scope and implementation are decided by each Party;
- (h) "access" means the making available of facilities and/or services, to another service supplier, under defined conditions, on either an exclusive or non-exclusive basis, for the purpose of providing electronic communication services. It covers, *inter alia*, access to network elements and associated facilities, which may involve the connection of equipment by fixed or non-fixed means (in particular this includes access to the local loop and to facilities and services necessary to provide services over the local loop), access to physical infrastructure including buildings, cable ducts, and masts; access to relevant software systems including operational support systems, access to numbering translation or systems offering equivalent functionality, access to fixed and mobile networks, in particular for roaming, access to conditional access systems for digital television services, access to virtual network services;
- (i) "end-user" means a user not providing public communication networks or publicly available electronic communication services;
- (j) "local loop" means the physical circuit connecting the network termination point at the subscriber's premises to the main distribution frame or equivalent facility in the fixed public communication network.

ARTICLE 111

Regulatory authority

1. The Parties shall ensure that regulatory authorities for electronic communication services are legally distinct and functionally independent from any service supplier of electronic communication services. If a Party retains ownership or control of a service supplier providing public communication networks or services, such Party shall ensure the effective structural separation of the regulatory function from activities associated with ownership or control.
2. The Parties shall ensure that the regulatory authority is sufficiently empowered to regulate the sector. The tasks to be undertaken by a regulatory authority shall be made public in an easily accessible and clear form, in particular where those tasks are assigned to more than one body.
3. The Parties shall ensure that the decisions of and the procedures used by the regulatory

authorities are impartial with respect to all market participants and transparent.

4. The regulatory authority shall have the power to carry out an analysis of the indicative list of relevant product and service markets included in the Annexes²⁴ to this Agreement. Where the regulatory authority is required to determine under Article 113 of this Agreement whether to impose, maintain, amend or withdraw obligations, it shall determine on the basis of a market analysis whether the relevant market is effectively competitive.

5. Where the regulatory authority determines that a relevant market is not effectively competitive, it shall identify and designate service suppliers with significant market power on that market and shall impose, maintain or amend specific regulatory obligations referred to in Article 113 of this Agreement as it is appropriate. Where the regulatory authority concludes that the market is effectively competitive it shall not impose or maintain any of the regulatory obligations referred to in Article 113 of this Agreement.

6. The Parties shall ensure that a service supplier affected by the decision of a regulatory authority shall have a right to appeal against that decision to an appeal body that is independent of the parties involved in the decision. The Parties shall ensure that the merits of the case are duly taken into account. Pending the outcome of any such appeal, the decision of the regulator shall stand, unless the appeal body decides otherwise. Where the appeal body is not judicial in character, written reasons for its decision shall always be given and its decisions shall also be subject to review by an impartial and independent judicial authority. Decisions taken by appeal bodies shall be effectively enforced.

7. The Parties shall ensure that where the regulatory authorities intend to take measures related to any of the provisions of this Sub-section and which have a significant impact on the relevant market, they give the interested parties the opportunity to comment on the draft measure within a reasonable period of time. Regulators shall publish their consultation procedures. The results of the consultation procedure shall be made publicly available except in the case of confidential information.

8. The Parties shall ensure that service suppliers providing electronic communication networks and services provide all the information, including financial information, necessary for regulatory authorities to ensure conformity with the provisions of this Sub-section or decisions made in accordance with this Sub-section. These service suppliers shall provide such information promptly on request and to the timescales and level of detail required by the regulatory authority. The information requested by the regulatory authority shall be proportionate to the performance of that task. The regulatory authority shall give the reasons justifying its request for information.

ARTICLE 112

Authorisation to provide electronic communication services

1. The Parties shall ensure that the provision of services is authorised, as much as possible,

²⁴ For the UK: The indicative list of relevant product and service markets is submitted as a separate Annex XIV. The list of relevant markets included in Annex XIV is subject to regular revision by the UK. Any obligations undertaken on the basis of this Chapter will need to take into account such revision. For Ukraine: The indicative list of product and service markets is submitted as a separate Annex XV. The list of relevant markets included in Annex XV is subject to regular revision by Ukraine. Any obligations undertaken on the basis of this Chapter will need to take into account such revision.

following mere notification and/or registration.

2. The Parties shall ensure that a licence can be required to address issues of attributions of numbers and frequencies. The terms and conditions for such licences shall be made publicly available.

3. The Parties shall ensure that where a licence is required:

- (a) all the licensing criteria and a reasonable period of time normally required to reach a decision concerning an application for a licence are made publicly available;
- (b) the reasons for the denial of a licence are made known in writing to the applicant upon request;
- (c) the applicant of a licence is able to seek recourse before an appeal body in case that a licence is unduly denied;
- (d) licence fees²⁵ required by any Party for granting a licence do not exceed the administrative costs normally incurred in the management, control and enforcement of the applicable licences. Licence fees for the use of radio spectrum and numbering resources are not subject to the requirements of this paragraph.

ARTICLE 113

Access and interconnection

1. The Parties shall ensure that any service supplier authorised to provide electronic communication services has the right and obligation to negotiate interconnection with other providers of publicly available electronic communications networks and services. Interconnection should in principle be agreed on the basis of commercial negotiation between the legal persons concerned.

2. The Parties shall ensure that service suppliers that acquire information from another service supplier during the process of negotiating interconnection arrangements use that information solely for the purpose for which it was supplied and respect at all times the confidentiality of information transmitted or stored.

3. The Parties shall ensure that upon the finding in accordance with Article 111 of this Agreement that a relevant market, including those in the attached Annexes to this Agreement, is not effectively competitive, the regulatory authority has the power to impose on the service supplier designated as having significant market power one or more of the following obligations in relation to interconnection and/or access:

- (a) obligation of non-discrimination to ensure that the operator applies equivalent conditions in equivalent circumstances to other service suppliers providing equivalent services, and provides services and information to others under the same conditions and of the same quality as it provides for its own services, or those of its

²⁵ Licensing fees do not include payments for auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

subsidiaries or partners;

- (b) obligation on a vertically integrated company to make transparent its wholesale prices and its internal transfer prices, where there is a requirement for non-discrimination or for prevention of unfair cross-subsidy. The regulatory authority may specify the format and accounting methodology to be used;
- (c) obligations to meet reasonable requests for access to, and use of, specific network elements and associated facilities including unbundled access to the local loop, *inter alia*, in situations where the regulatory authority considers that denial of access or unreasonable terms and conditions having a similar effect would hinder the emergence of a sustainable competitive market at the retail level, or would not be in the end-user's interest;
- (d) obligation to provide specified services on a wholesale basis for resale by third parties; to grant open access to technical interfaces, protocols or other key technologies that are indispensable for the interoperability of services or virtual network services; to provide co-location or other forms of facility sharing, including cable duct, building or mast sharing; to provide specified services needed to ensure interoperability of end-to-end services to users, including facilities for intelligent network services; to provide access to operational support systems or similar software systems necessary to ensure fair competition in the provision of services; to interconnect networks or network facilities.

Regulatory authorities may attach conditions including fairness, reasonableness and timeliness to the obligations included under points (c) and (d) of this paragraph;

- (e) obligations relating to cost recovery and price controls, including obligations for cost orientation of prices and obligations concerning cost accounting systems, for the provision of specific types of interconnection and/or access, in situations where a market analysis indicates that a lack of effective competition means that the operator concerned might sustain prices at an excessively high level, or apply a price squeeze, to the detriment of end-users;

Regulatory authorities shall take into account the investment made by the operator and allow him a reasonable rate of return on adequate capital employed.

- (f) obligation to publish the specific obligations imposed on a service supplier by the regulatory authority identifying the specific product/service and geographical markets. Up-to-date information, provided that it is not confidential and does not comprise business secrets is to be made publicly available in a manner that guarantees all interested parties easy access to that information;
- (g) obligations of transparency requiring operators to make public specified information, and in particular, where an operator has obligations of non-discrimination, the regulator may require that operator to publish a reference offer, which shall be sufficiently unbundled to ensure that service suppliers are not required to pay for facilities which are not necessary for the service requested, giving a description of the relevant offerings broken down into components according to market needs, and the associated terms and conditions including

prices.

4. The Parties shall ensure that a service supplier requesting interconnection with a service supplier designated as having significant market power shall have recourse, either at any time or after a reasonable period of time which has been made publicly known, to an independent domestic body, which may be a regulatory body as referred to in Article 110(2)(d) of this Agreement, to resolve disputes regarding terms and conditions for interconnection and/or access.

ARTICLE 114 Scarce resources

1. The Parties shall ensure that any procedures for the allocation and use of scarce resources, including frequencies, numbers and rights of way, shall be carried out in an objective, proportionate, timely, transparent and non-discriminatory manner. The current state of allocated frequency bands shall be made publicly available, but detailed identification of frequencies allocated for specific government uses is not required.

2. The Parties shall ensure the effective management of radio frequencies for telecommunications services in their territory with a view to ensuring effective and efficient use of the spectrum. Where demand for specific frequencies exceeds their availability, appropriate and transparent procedures shall be followed for the assignment of these frequencies in order to optimize their use and facilitate the development of competition.

3. The Parties shall ensure that the assignment of national numbering resources and the management of national numbering plans are entrusted to the regulatory authority.

4. Where public or local authorities retain ownership or control of service suppliers operating public communications networks and/or services, effective structural separation needs to be ensured between the function responsible for granting the rights of way from activities associated with ownership or control.

ARTICLE 115 Universal service

1. Each Party has the right to define the kind of universal service obligations it wishes to maintain.

2. Such obligations will not be regarded as anti-competitive *per se*, provided they are administered in a transparent, objective and non-discriminatory way. The administration of such obligations shall also be neutral with respect to competition and be not more burdensome than necessary for the kind of universal service defined by the Party.

3. The Parties shall ensure that all service suppliers should be eligible to ensure universal service and no service supplier shall be *a priori* excluded. The designation shall be made through an efficient, transparent, objective and non-discriminatory mechanism. Where necessary, Parties shall assess whether the provision of universal service represents an unfair burden on organisations(s) designated to provide universal service. Where justified on the basis

of such calculation, and taking into account the market benefit, if any, which accrues to an organisation that offers universal service, regulatory authorities shall determine whether a mechanism is required to compensate the service supplier(s) concerned or to share the net cost of universal service obligations.

4. The Parties shall ensure that:

- (a) directories of all subscribers²⁶ are available to users, whether printed or electronic, or both, and are updated on a regular basis, and at least once a year;
- (b) organisations that provide the services referred to in paragraph (a) apply the principle of non-discrimination to the treatment of information that has been provided to them by other organisations.

ARTICLE 116

Cross-border provision of electronic communication services

The Parties shall not adopt or maintain any measure restricting the cross-border provision of electronic communication services.

ARTICLE 117

Confidentiality of information

Each Party shall ensure the confidentiality of electronic communication and related traffic data by means of a public electronic communication network and publicly available electronic communication services without restricting trade in services.

ARTICLE 118

Disputes between service suppliers

1. The Parties shall ensure that in the event of a dispute arising between service suppliers of electronic communication networks or services in connection with rights and obligations referred to in this Chapter, the regulatory authority concerned shall, at the request of either Party, issue a binding decision to resolve the dispute in the shortest possible timeframe and in any case within four months.
2. The decision of the regulatory authority shall be made available to the public, having regard to the requirements of business confidentiality. The parties concerned shall be given a full statement of the reasons on which it is based.
3. When such a dispute concerns the cross-border provision of services, the regulatory authorities concerned shall co-ordinate their efforts in order to bring about a resolution of the dispute.

²⁶ In compliance with the applicable rules on processing of personal data and the protection of privacy in the electronic communication sector.

Sub-section 6
Financial services

ARTICLE 119
Scope and definitions

1. This Sub-section sets out the principles of the regulatory framework for all financial services liberalised pursuant to Sections 2, 3 and 4 of this Chapter.

2. For the purposes of this Sub-section and of Sections 2, 3 and 4 of this Chapter:

(a) "financial service" means any service of a financial nature offered by a financial service supplier of a Party. Financial services include the following activities:

(i) Insurance and insurance-related services

1. direct insurance (including co-insurance):

(a) life;

(b) non-life.

2. reinsurance and retrocession;

3. insurance intermediation, such as brokerage and agency; and

4. services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services.

(ii) Banking and other financial services (excluding insurance):

1. acceptance of deposits and other repayable funds from the public;

2. lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transactions;

3. financial leasing;

4. all payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts;

5. guarantees and commitments;

6. trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:

(a) money market instruments (including cheques, bills, certificates of deposit);

(b) foreign exchange;

- (c) derivative products including, but not limited to, futures and options;
 - (d) exchange rate and interest rate instruments, including products such as swaps and forward rate agreements;
 - (e) transferable securities;
 - (f) other negotiable instruments and financial assets, including bullion.
7. participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;
 8. money broking;
 9. asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;
 10. settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;
 11. provision and transfer of financial information, and financial data processing and related software;
 12. advisory, intermediation and other auxiliary financial services concerning all the activities listed in subparagraphs (1) to (11), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy.
- (b) "financial service supplier" means any natural or legal person of a Party that seeks to provide or provides financial services. The term "financial service supplier" does not include a public entity.
- (c) "public entity" means:
1. a government, central bank or a monetary authority, of a Party, or an entity owned or controlled by a Party, which is principally engaged in carrying out governmental functions or activities for governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms; or
 2. a private entity, performing functions normally performed by a central bank or monetary authority, when exercising those functions.
- (d) "new financial service" means a service of a financial nature, including services related to existing and new products or the manner in which a product is delivered, which is not supplied by any financial service supplier in the territory of a Party but which is supplied in the territory of the other Party.

ARTICLE 120

Prudential carve-out

1. Each Party may adopt or maintain measures for prudential reasons, such as:

(a) the protection of investors, depositors, policyholders or persons to whom a fiduciary duty is owed by a financial service supplier;

(b) ensuring the integrity and stability of a Party's financial system.

2. These measures shall not be more burdensome than necessary to achieve their aim.

3. Nothing in this Agreement shall be construed to require a Party to disclose information relating to the affairs and accounts of individual consumers or any confidential or proprietary information in the possession of public entities.

4. Without prejudice to other means of prudential regulation of cross-border trade in financial services, a Party may require the registration of cross-border financial service suppliers of the other Party and of financial instruments.

ARTICLE 121

Effective and transparent regulation

1. Each Party shall make its best endeavours to provide in advance to all interested persons any measure of general application that the Party proposes to adopt in order to allow such persons an opportunity to comment on the measure. Such measure shall be provided:

(a) by means of an official publication; or

(b) in other written or electronic form.

2. Each Party shall make available to all interested persons its requirements for completing applications relating to the supply of financial services.

On the request of an applicant, the concerned Party shall inform the applicant of the status of its application. If the concerned Party requires additional information from the applicant, it shall notify the applicant without undue delay.

Each Party shall make its best endeavours to ensure that internationally agreed standards for regulation and supervision in the financial services sector and for the fight against tax evasion and avoidance are implemented and applied in its territory. Such internationally agreed standards are, *inter alia*, the Basel Committee's "Core Principle for Effective Banking Supervision", the International Association of Insurance Supervisors' "Insurance Core Principles", the International Organisation of Securities Commissions' "Objectives and Principles of Securities Regulation", the OECD's "Agreement on exchange of information on tax matters", the G20's "Statement on Transparency and exchange of information for tax purposes", and the Financial Action Task Force's "Forty Recommendations on Money Laundering" and "Nine Special Recommendations on Terrorist Financing".

The Parties also take note of the "Ten Key Principles for Information Exchange" promulgated by the Finance Ministers of the G7 Nations, and will take all steps necessary to try to apply them in their bilateral contacts.

ARTICLE 122
New financial services

Each Party shall permit a financial service supplier of the other Party established in the territory of that Party to provide any new financial service of a type similar to those services that the Party would permit its own financial service suppliers to provide under its domestic law in like circumstances. A Party may determine the juridical form through which the service may be provided and may require authorisation for the provision of the service. Where such authorisation is required, a decision shall be made within a reasonable time and the authorisation may only be refused for the reasons set out in Article 120 of this Agreement.

ARTICLE 123
Data processing

1. Each Party shall permit a financial service supplier of the other Party to transfer information in electronic or other form, into and out of its territory, for data processing where such processing is required in the ordinary course of business of such financial service supplier.
2. Each Party shall adopt adequate safeguards for the protection of privacy and fundamental rights and the freedom of individuals, in particular with regard to the transfer of personal data.

ARTICLE 124
Specific exceptions

1. Nothing in this Chapter shall be construed in such a way as to prevent a Party, including its public entities, from exclusively conducting or providing in its territory activities or services forming part of a public retirement plan or statutory system of social security, except when those activities may be carried out, as provided by the Party's domestic regulation, by financial service suppliers in competition with public entities or private institutions.
2. Nothing in this Agreement applies to activities conducted by a central bank or monetary authority or by any other public entity in pursuit of monetary or exchange rate policies.
3. Nothing in this Chapter shall be construed in such a way as to prevent a Party, including its public entities, from exclusively conducting or providing in its territory activities or services for the account of, or with the guarantee or using the financial resources of the Party, or its public entities.

ARTICLE 125
Self-regulatory organisations

When a Party requires membership of or participation in, or access to, any self-regulatory body, securities or futures exchange or market, clearing agency, or any other organisation or association, in order for financial service suppliers of the other Party to supply financial services on an equal basis with financial service suppliers of the Party, or when the Party provides directly or indirectly such entities, privileges or advantages in supplying financial services, the

Party shall ensure observance of the obligations under Articles 84 and 90 of this Agreement.

ARTICLE 126

Clearing and payment systems

Under terms and conditions that accord national treatment, each Party shall grant to financial service suppliers of the other Party established in its territory access to payment and clearing systems operated by public entities, and to official funding and refinancing facilities available in the normal course of ordinary business. This Article is not intended to confer access to the Party's lender of last resort facilities.

Sub-section 7

Transport services

ARTICLE 127

Scope

This Sub-section sets out the principles regarding the liberalisation of transport services pursuant to Sections 2, 3 and 4 of this Chapter.

ARTICLE 128

International maritime transport

1. This Agreement applies to international maritime transport between the ports of Ukraine and of the United Kingdom. It also applies to trades between the ports of Ukraine and third countries and between the ports of the United Kingdom and third countries.

2. This Agreement shall not apply to domestic maritime transport between the ports of Ukraine or between the ports of the United Kingdom. Notwithstanding the previous sentence, the movement of equipment, such as empty containers, not being carried as cargo against payment between the ports of Ukraine or between the ports of the United Kingdom shall be regarded as a part of international maritime transport.

3. For the purposes of this Sub-section and Sections 2, 3 and 4 of this Chapter:

(a) "international maritime transport" includes door to door and multi-modal transport operations, which is the carriage of goods using more than one mode of transport, involving a sea-leg, under a single transport document, and to this effect direct contracting with providers of other modes of transport;

(b) "maritime cargo handling services" means activities exercised by stevedore companies, including terminal operators, but not including the direct activities of dockers, when this workforce is organised independently of the stevedoring or terminal operator companies. The activities covered include the organisation and supervision of:

(i) the loading/discharging of cargo to/from a ship;

- (ii) the lashing/unlashing of cargo;
- (iii) the reception/delivery and safekeeping of cargoes before shipment or after discharge;
- (c) "customs clearance services" (alternatively "customs house brokers' services") means activities consisting in carrying out on behalf of another party customs formalities concerning import, export or through transport of cargoes, whether this service is the main activity of the service provider or a usual complement of its main activity;
- (d) "container station and depot services" means activities consisting in storing containers, whether in port areas or inland, with a view to their stuffing/stripping, repairing and making them available for shipments;
- (e) "maritime agency services" means activities consisting in representing, within a given geographic area, as an agent the business interests of one or more shipping lines or shipping companies, for the following purposes:
 - (i) marketing and sales of maritime transport and related services, from quotation to invoicing, and issuance of bills of lading on behalf of the companies, acquisition and resale of the necessary related services, preparation of documentation, and provision of business information;
 - (ii) acting on behalf of the companies organising the call of the ship or taking over cargoes when required.
- (f) "freight forwarding services" means the activity consisting of organising and monitoring shipment operations on behalf of shippers, through the acquisition of transport and related services, preparation of documentation and provision of business information.
- (g) "feeder services" means the pre- and onward transport of international cargoes by sea, in particular containerised, between ports located in a Party.

4. Each Party shall grant to vessels flying the flag of the other Party or operated by service suppliers of the other Party treatment no less favourable than that accorded to its own vessels, or those of any third country, whichever are the better, with regard to, *inter alia*, access to ports, the use of infrastructure and services of ports, and the use of maritime auxiliary services²⁷, as well as related fees and charges, customs facilities and the assignment of berths and facilities for loading and unloading.

5. The Parties shall apply effectively the principle of unrestricted access to the international maritime markets and trades on a commercial and non-discriminatory basis.

6. In applying the principles of paragraphs 4 and 5 of this Article, the Parties shall, upon entry into force of this Agreement:

- (a) not introduce cargo sharing arrangements in future agreements with third countries

²⁷ Maritime auxiliary services include maritime cargo handling services, storage and warehousing services, customs clearance services, container station and depot services, maritime agency services, (maritime) freight forwarding services, rental of vessels with crew, maintenance and repair of vessels, pushing and towing services, and supporting services for maritime transport.

concerning maritime transport services, including dry and liquid bulk and liner trade, and terminate such cargo sharing arrangements in the case they exist in previous agreements; and

(b) abolish or abstain from implementing any administrative, technical, or other measures, which could constitute an indirect restriction and have discriminatory effects against nationals or companies of the other Party in the supply of services in international maritime transport.

7. Each Party shall permit international maritime transport service suppliers of the other Party to have establishments in its territory under conditions of establishment and operation no less favourable than those accorded to its own service suppliers or those of any third country, whichever are the better. In accordance with the provisions of Section 2 of this Chapter, in respect of the activities of such establishments, each Party shall permit the service suppliers of the other Party, in accordance with its laws and regulations, to engage in economic activities, such as, but not limited to:

(a) publishing, marketing and sales of maritime transport and related services, from quotation to invoicing, on their own account or on behalf of other service suppliers of international maritime transport, through direct contact with customers;

(b) provision of business information by any means, including computerised information systems and electronic data interchange (subject to any non-discriminatory restrictions concerning telecommunications);

(c) preparation of documentation concerning transport and customs and other documents related to the origin and character of what is being transported;

(d) organising the call of vessels or taking delivery of cargoes on their own account or on behalf of other service suppliers of international maritime transport;

(e) setting up of any business arrangement with any locally established shipping agency, including participation in the company's stock and the appointment of personnel recruited locally or recruited from abroad subject to the relevant provisions of this Agreement;

(f) purchase and use, on their own account or on behalf of their customers (and the resale to their customers), of transport services by all modes, including inland waterways, road and rail, and services auxiliary to all modes of transport, necessary for the supply of an integrated transport service;

(g) owning the equipment necessary for conducting economic activities.

8. Each Party shall make available to service suppliers of international maritime transport of the other Party on reasonable and non-discriminatory terms and conditions the following services at the port: pilotage, towing and tug assistance, provisioning, fuelling and watering, garbage collecting and ballast waste disposal, port captain's services, navigation aids, shore-based operational services essential to ship operations, including communications, water and electrical supplies, emergency repair facilities, anchorage, berth and berthing services.

9. Each Party shall allow services suppliers of international maritime transport of the other Party to provide international maritime transport services involving a sea-leg in the inland waterways of the other Party.

10. Each Party shall allow services suppliers of international maritime transport of the other Party to have use of, on a non-discriminatory basis and on agreed terms between the companies concerned, feeder services between the ports of Ukraine or between the ports of the United Kingdom that are provided by the service suppliers of maritime transport registered in the former Party.

11. This Agreement shall not affect the application of the maritime agreements concluded between Ukraine and the United Kingdom for issues falling outside the scope of this Agreement. Except for the situation referred to in the preceding sentence, the provisions of this Agreement replace those of previous bilateral agreements concluded between the United Kingdom and Ukraine, if the latter provisions are either inconsistent with the former, or identical to them. Provisions of existing bilateral agreements not covered by this Agreement shall continue to apply.

ARTICLE 129

Road, rail and inland waterways transport

1. With a view to assuring a coordinated development and progressive liberalisation of transport between the Parties adapted to their reciprocal commercial needs, the conditions of mutual market access in road, rail and inland waterways transport shall be dealt with by possible future special road, rail and inland waterways transport agreements.

2. Prior to the conclusion of the agreements referred to in paragraph 1 of this Article, the Parties shall not render the conditions of mutual market access more restrictive between the Parties as compared to the situation existing on the day preceding the day of entry into force of this Agreement.

3. The provisions of existing bilateral agreements which are not covered by future possible agreements referred to in paragraph 1 of this Article shall continue to apply.

ARTICLE 130

Air transport

1. With a view to ensuring a coordinated development and progressive liberalisation of transport between the Parties adapted to their reciprocal commercial needs, the conditions of mutual market access in air transport should be dealt in accordance with the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Ukraine concerning Air Services as amended from time to time.

Section 6

Electronic Commerce

ARTICLE 131

Objective and principles

1. The Parties, recognising that electronic commerce increases trade opportunities in many sectors, agree to promote the development of electronic commerce between them, in particular by co-operating on the issues raised by electronic commerce under the provisions of this Chapter.
2. The Parties agree that the development of electronic commerce must be fully compatible with the highest international standards of data protection, in order to ensure the confidence of users of electronic commerce.
3. The Parties agree that electronic transmissions shall be considered as the provision of services, within the meaning of Section 3 (Cross-border supply of services) of this Chapter, which cannot be subject to customs duties.

ARTICLE 132

Regulatory aspects of electronic commerce

1. The Parties shall maintain a dialogue on regulatory issues raised by electronic commerce, which will *inter alia* address the following issues:
 - (a) the recognition of certificates of electronic signatures issued to the public and the facilitation of cross-border certification services,
 - (b) the liability of intermediary service providers with respect to the transmission or storage of information,
 - (c) the treatment of unsolicited electronic commercial communications,
 - (d) the protection of consumers within the ambit of electronic commerce,
 - (e) any other issue relevant to the development of electronic commerce.
2. Such cooperation can take the form of exchange of information on the Parties' respective legislation on these issues as well as on the implementation of such legislation.

Section 7

Exceptions

ARTICLE 133

General exceptions

1. Without prejudice to general exceptions set out in Articles 407 of this Agreement, the provisions of this Chapter and of Annexes XII-A, XII-B, XII-C, XII-D, XII-E and XII-F to this Agreement are subject to the exceptions contained in this Article.
2. Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where like

conditions prevail, or a disguised restriction on establishment or cross-border supply of services, nothing in this Chapter shall be construed in such a way as to prevent the adoption or enforcement by any Party of measures:

- (a) necessary to protect public security or public morals or to maintain public order;
- (b) necessary to protect human, animal or plant life or health;
- (c) relating to the conservation of exhaustible natural resources if such measures are applied in conjunction with restrictions on domestic investors or on the domestic supply or consumption of services;
- (d) necessary for the protection of national treasures of artistic, historic or archaeological value;
- (e) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Chapter including those relating to:
 - (i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on contracts;
 - (ii) the protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;
 - (iii) safety.
- (f) inconsistent with Article 84(1) and Article 90 of this Agreement, provided that the difference in treatment is aimed at ensuring the effective or equitable imposition or collection of direct taxes in respect of economic activities, investors or services suppliers of the other Party²⁸.

3. The provisions of this Chapter and of Annexes XII-A, XII-B, XII-C, XII-D, XII-E and XII-F to this Agreement shall not apply to the Parties' respective social security systems or to activities in the territory of each Party, which are connected, even occasionally, with the exercise of official authority.

²⁸ Measures that are aimed at ensuring the equitable or effective imposition or collection of direct taxes include measures taken by a Party under its taxation system which:

- (i) apply to non-resident investors and service suppliers in recognition of the fact that the tax obligation of non-residents is determined with respect to taxable items sourced or located in the Party's territory; or
- (ii) apply to non-residents in order to ensure the imposition or collection of taxes in the Party's territory; or
- (iii) apply to non-residents or residents in order to prevent the avoidance or evasion of taxes, including compliance measures; or
- (iv) apply to consumers of services supplied in or from the territory of another Party in order to ensure the imposition or collection of taxes on such consumers derived from sources in the Party's territory; or
- (v) distinguish investors and service suppliers subject to tax on worldwide taxable items from other investors and service suppliers, in recognition of the difference in the nature of the tax base between them; or
- (vi) determine, allocate or apportion income, profit, gain, loss, deduction or credit of resident persons or branches, or between related persons or branches of the same person, in order to safeguard the Party's tax base.

Tax terms or concepts in paragraph (f) of this provision and in this footnote are determined according to tax definitions and concepts, or equivalent or similar definitions and concepts, under the domestic law of the Party taking the measure.

ARTICLE 134
Recognition and taxation measures

The MFN treatment granted in accordance with the provisions of this Chapter shall not apply to:

- (a) Treatment granted under measures providing for recognition of qualifications, licenses, or prudential measures in accordance with Article VII of GATS or its Annex on Financial Services;
- (b) the tax treatment granted under any international agreement or arrangement relating wholly or mainly to taxation.

ARTICLE 135
Security exceptions

1. Nothing in this Agreement shall be construed in such a way as:
 - (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) connected with the production of or trade in arms, munitions or war material;
 - (ii) relating to economic activities carried out directly or indirectly for the purpose of provisioning a military establishment;
 - (iii) relating to fissionable and fusionable materials or the materials from which they are derived; or
 - (iv) taken in time of war or other emergency in international relations; or
 - (c) to prevent any Party from taking any action in pursuance of obligations it has accepted for the purpose of maintaining international peace and security.

CHAPTER 7
Current payments and movement of capital

ARTICLE 136
Current payments

The Parties undertake to impose no restrictions and shall allow, in freely convertible currency, in accordance with the provisions of Article VIII of the Articles of the Agreement of the IMF, any payments and transfers on the current account of balance of payments between the Parties.

ARTICLE 137
Capital movements

1. With regard to transactions on the capital and financial account of balance of payments,

from the entry into force of this Agreement, the Parties shall ensure the free movement of capital relating to direct investments²⁹ made in accordance with the laws of the host country, to investments made in accordance with the provisions of Chapter 6 (Establishment, Trade in Services and Electronic Commerce) of Title IV of this Agreement and to the liquidation or repatriation of such invested capitals and of any profit stemming therefrom.

2. With regard to other transactions on the capital and financial account of balance of payments, from the entry into force of this Agreement and without prejudice to other provisions of this Agreement the Parties shall ensure:

(a) the free movement of capital relating to credits related to commercial transactions or to the provision of services in which a resident of one of the Parties is participating;

(b) the free movement of capital relating to portfolio investments and financial loans and credits by the investors of the other Party.

3. Without prejudice to other provisions of this Agreement, the Parties shall not introduce any new restrictions on the movement of capital and current payments between residents of the United Kingdom and Ukraine and shall not make the existing arrangements more restrictive.

ARTICLE 138 Safeguard measures

1. Without prejudice to other provisions of this Agreement, where, in exceptional circumstances, payments or movements of capital between the Parties cause, or threaten to cause, serious difficulties for the operation of exchange rate policy or monetary policy³⁰ in the United Kingdom or Ukraine, the Parties concerned may take safeguard measures for a period not exceeding six months with the right to extend the validity period of previous measures for another period in accordance with the laws of the Parties if such measures are strictly necessary. The Party adopting the safeguard measure shall inform the other Party forthwith of the adoption of such measure.

2. The provisions of this Chapter shall not be construed as preventing a Party from applying its laws and regulations relating to:

(a) bankruptcy, insolvency, or the protection of the rights of creditors;

(b) issuing, trading or dealing in securities, or futures, options and other financial instruments;

(c) financial reporting or record keeping of capital movements, payments or transfers where necessary to assist law enforcement or financial regulatory authorities;

(d) criminal or penal offenses, deceptive or fraudulent practices;

(e) ensuring compliance with orders or judgments in judicial or administrative

²⁹ Including the acquisition of real estate related to direct investment.

³⁰ Including serious balance of payments difficulties

proceedings; or

- (f) social security, public retirement or compulsory savings schemes.

3. The laws and regulations referred to in paragraph 2 shall not be applied in an arbitrary or discriminatory manner, or otherwise constitute a disguised restriction on capital movements, payments or transfers.

ARTICLE 139

Facilitation and further liberalisation provisions

The Parties shall consult each other with a view to facilitating the movement of capital between the Parties in order to promote the objectives of this Agreement.

CHAPTER 8

Public Procurement

ARTICLE 140

Objectives

The Parties recognise the contribution of transparent, non-discriminatory, competitive and open tendering to sustainable economic development and set as their objective the effective, reciprocal and gradual opening of their respective procurement markets.

This Chapter envisages mutual access to public procurement markets on the basis of the principle of national treatment at national, regional and local level for public contracts and concessions in the traditional sector as well as in the utilities sector.

ARTICLE 141

Scope

1. This Chapter applies to works, supplies and services public contracts, as well as works, supplies and services contracts in the utilities sectors and works and services concessions.

2. This Chapter applies to any contracting authority and any contracting entity which meets the definitions of the United Kingdom or Ukraine public procurement domestic law (hereinafter both referred to as the "contracting entities"). It covers also bodies governed by public law and public undertakings in the field of utilities such as state-owned enterprises carrying out the relevant activities and private undertakings operating on the basis of special and exclusive rights in the field of utilities.

3. This Chapter applies to contracts above value thresholds set out in Annex XVI-C:

The calculation of the estimated value of a public contract shall be based on the total amount payable, net of Value Added Tax. When applying these thresholds, Ukraine will calculate and convert these values into its own national currency, using the exchange rate of its National

Bank.

These value thresholds shall be revised regularly every two years, beginning in the first even year following the entry into force of this Agreement, based on the average daily value of the Euro, expressed in Special Drawing Rights, over the 24 months terminating on the last day of August preceding the revision with effect from January 1. The value of the thresholds thus revised shall, where necessary, be rounded down to nearest thousand Euro. The revision of the thresholds shall be adopted by the Trade Committee according to the procedure defined in Title VII (Institutional General and Final Provisions) of this Agreement.

ARTICLE 142 **Institutional background**

1. The Parties shall establish or maintain an appropriate institutional framework and mechanisms necessary for the proper functioning of the public procurement system and the implementation of the relevant principles.
2. Ukraine shall designate in particular:
 - (a) a central executive body responsible for economic policy tasked with guaranteeing a coherent policy in all areas related to public procurement. Such a body shall facilitate and coordinate the implementation of this Chapter;
 - (b) an impartial and independent body tasked with the review of decisions taken by contracting authorities or entities during the award of contracts. In this context, "independent" means that that body shall be a public authority which is separate from all contracting entities and economic operators. There shall be a possibility to subject the decisions taken by this body to judicial review.
3. The Parties shall ensure that decisions taken by the authorities responsible for the review of complaints shall be effectively enforced.

ARTICLE 143 **Basic standards regulating the award of contracts**

1. The Parties shall comply with a set of basic standards for the award of all contracts as stipulated in paragraphs 2 to 15 of this Article. These basic standards derive directly from the rules and principles of public procurement, including the principles of non-discrimination, equal treatment, transparency and proportionality.

Publication

2. The Parties shall ensure that all intended procurements are published in an appropriate media in a manner that is sufficient:
 - (a) to enable the market to be opened up to competition; and

(b) to allow any interested economic operator to have appropriate access to information regarding the intended procurement prior to the award of the contract and to express its interest in obtaining the contract.

3. The publication shall be appropriate to the economic interest of the contract to economic operators.

4. The publication shall contain at least the essential details of the contract to be awarded, the criteria for qualitative selection, the award method, the contract award criteria and any other additional information that the economic operators reasonably need to make a decision on whether to express their interest in obtaining the contract.

Award of contracts

5. All contracts shall be awarded through transparent and impartial award procedures that prevent corruptive practices. This impartiality shall be ensured especially through the non-discriminatory description of the subject matter of the contract, equal access for all economic operators, appropriate time limits and a transparent and objective approach.

6. When describing the characteristics of the required work, supply or service, the contracting entities shall use general descriptions of performance and functions and international or national standards.

7. The description of the characteristics required of a work, supply or service should not refer to a specific make or source, or a particular process, or to trade marks, patents, types or a specific origin or production unless such a reference is justified by the subject matter of the contract and accompanied by the words 'or equivalent'. Preference shall be given to the use of general descriptions of performance or functions.

8. Contracting entities shall not impose conditions resulting in direct or indirect discrimination against the economic operators of the other Party, such as the requirement that economic operators interested in the contract must be established in the same country, region or territory as the contracting entity.

Notwithstanding the above, in cases where it is justified by the specific circumstances of the contract, the successful applicant may be required to establish certain business infrastructure at the place of performance.

9. The time limits for expression of interest and for submission of offers shall be sufficiently long to allow economic operators from the other Party to make a meaningful assessment of the tender and prepare their offer.

10. All participants must be able to know the applicable rules, selection criteria and award criteria in advance. These rules must apply equally to all participants.

11. Contracting entities may invite a limited number of applicants to submit an offer, provided that:

(a) this is done in a transparent and non-discriminatory manner; and

(b) the selection is based only on objective factors such as the experience of the applicants in the sector concerned, the size and infrastructure of their businesses or their technical and professional abilities.

In inviting a limited number of applicants to submit an offer, account should be taken of the need to ensure adequate competition.

12. Contracting entities may use negotiated procedures only in exceptional defined cases when the use of such a procedure effectively does not distort competition.

13. Contracting entities may use qualification systems only on condition that the list of qualified operators is compiled by means of a sufficiently advertised, transparent and open procedure. Contracts falling within the scope of such systems shall be awarded also on a non-discriminatory basis.

14. The Parties shall ensure that contracts are awarded in a transparent manner to the applicant who has submitted the economically most advantageous offer or the offer with the lowest price, based on the tender criteria and the procedural rules established and communicated in advance. The final decisions are to be communicated to all applicants without undue delay. Upon request of an unsuccessful applicant, reasons must be provided in sufficient detail to allow a review of the decision.

Judicial protection

15. The Parties shall ensure that any person having or having had an interest in obtaining a particular contract and who has been, or risks, being harmed by an alleged infringement is entitled to effective, impartial judicial protection against any decision of the contracting entity related to the award of that contract. The decisions taken in the course and at the end of such review procedure shall be made public in a manner that is sufficient to inform all interested economic operators.

ARTICLE 144

Market access

1. The Parties agree that the effective and reciprocal opening of their respective markets shall be attained gradually and simultaneously in accordance with the timetable in Annex XVI-A to this Agreement.

2. The Parties will examine the possibility to mutually grant market access with regard to procurements even below the value thresholds set out in Article 141(3) of this Agreement.

ARTICLE 145

Information

1. The Parties shall ensure that contracting entities and economic operators are well

informed about public procurement procedures, including through the publication of all relevant legislation and administrative rulings.

2. The Parties shall ensure the effective dissemination of information on tendering opportunities.

ARTICLE 146

Cooperation

1. The Parties shall enhance their cooperation through exchange of experience and information relating to their best practices and regulatory frameworks.

2. The United Kingdom shall facilitate the implementation of this Chapter, including through technical assistance where appropriate. In line with the provisions on financial cooperation in Title VI (Financial Co-operation, with Anti-fraud Provisions) of this Agreement, specific decisions on financial assistance shall be taken by both Parties.

3. An indicative list of issues for cooperation is included in Annex XVI-B to this Agreement.

CHAPTER 9

Intellectual property

Section 1

General provisions

ARTICLE 147

Objectives

The objectives of this Chapter are to:

(a) facilitate the production and commercialisation of innovative and creative products in the Parties; and

(b) achieve an adequate and effective level of protection and enforcement of intellectual property rights.

ARTICLE 148

Nature and scope of obligations

1. The Parties shall ensure the adequate and effective implementation of the international treaties dealing with intellectual property to which they are parties including the Agreement on Trade-Related Aspects of Intellectual Property Rights, contained in Annex 1C to the WTO Agreement (hereinafter referred to as the "TRIPS Agreement"). The provisions of this Chapter shall complement and further specify the rights and obligations between the Parties under the TRIPS Agreement and other international treaties in the field of intellectual property.

2. For the purposes of this Agreement, intellectual property rights embody copyright,

including copyright in computer programs and in databases, and rights related to copyright, rights related to patents including patents for bio-technological inventions, trade marks, trade names in so far as these are protected as exclusive property rights in the domestic law concerned, designs, layout-designs (topographies) of integrated circuits, geographical indications, including designations of origin, indications of source, plant varieties, protection of undisclosed information and protection against unfair competition as referred to in Article 10 *bis* of the Paris Convention for the Protection of Industrial Property (1967) (hereinafter referred to as the "Paris Convention").

ARTICLE 149

Transfer of technology

1. The Parties agree to exchange views and information on their domestic and international practices and policies affecting transfer of technology. This shall in particular include measures to facilitate information flows, business partnerships, and licensing and subcontracting deals on a voluntary basis. Particular attention shall be paid to the conditions necessary to create an adequate enabling environment for technology transfer in the host countries, including issues such as the relevant legal framework and development of human capital.
2. The Parties shall ensure that the legitimate interests of the intellectual property right-holders are protected.

ARTICLE 150

Exhaustion

The Parties shall be free to establish their own regime for exhaustion of intellectual property rights, subject to the provisions of the TRIPS Agreement.

Section 2

Standards concerning intellectual property rights

Sub-section 1

Copyright and related rights

ARTICLE 151

Protection granted

The Parties shall comply with:

- (a) Articles 1 to 22 of the International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations (1961) (hereinafter referred to as the "Rome Convention");
- (b) Articles 1 to 18 of the Berne Convention for the Protection of Literary and Artistic Works (1886, last amended in 1979) (hereinafter referred to as the "Berne Convention");
- (c) Articles 1 to 14 of the World Intellectual Property Organisation (hereinafter referred to

as 'WIPO') Copyright Treaty (1996) (hereinafter referred to as the "WCT"); and

(d) Articles 1 to 23 of the WIPO Performances and Phonograms Treaty (1996).

ARTICLE 152

Duration of authors' rights

1. The rights of an author of a literary or artistic work within the meaning of Article 2 of the Berne Convention shall run for the life of the author and for not less than 70 years after his/her death, irrespective of the date when the work is lawfully made available to the public.

2. In the case of a work of joint authorship, the term referred to in paragraph 1 shall be calculated from the death of the last surviving author.

3. In the case of anonymous or pseudonymous works, the term of protection shall run for not less than 70 years after the work is lawfully made available to the public. However, when the pseudonym adopted by the author leaves no doubt as to his/her identity, or if the author discloses his/her identity during the period referred to in the first sentence, the term of protection applicable shall be that laid down in paragraph 1.

4. Where a work is published in volumes, parts, instalments, issues or episodes and the term of protection runs from the time when the work was lawfully made available to the public, the term of protection shall run for each such item separately.

5. In the case of works for which the term of protection is not calculated from the death of the author or authors and which have not been lawfully made available to the public within 70 years of their creation, the protection shall terminate.

6. Notwithstanding paragraph 5, where a term of protection is longer than the corresponding term provided by this Agreement or is already running in the territory of a Party (as defined under Article 416 of this Agreement) on the date of entry into force of this Agreement, this Agreement shall not have the effect of reducing that term of protection in the territory of that Party.

ARTICLE 153

Duration of protection of cinematographic or audiovisual works

1. The principal director of a cinematographic or audiovisual work shall be considered as its author or one of its authors. The Parties shall be free to designate other co-authors.

2. The term of protection of cinematographic or audiovisual works shall expire not less than 70 years after the death of the last of a group of specified persons to survive, whether or not these persons are designated as co-authors. This group should at a minimum include the principal director, the author of the screenplay, the author of the dialogue and the composer of music specifically created for use in the cinematographic or audiovisual work.

ARTICLE 154

Duration of related rights

1. The rights of performers shall expire not less than 50 years after the date of the performance. However, if a fixation of the performance is lawfully published or lawfully communicated to the public within this period, the rights shall expire not less than 50 years from the date of the first such publication or the first such communication to the public, whichever is earlier.
2. The rights of producers of phonograms shall expire not less than 50 years after the fixation is made. However, if the phonogram has been lawfully published within this period, the said rights shall expire not less than 50 years from the date of the first lawful publication. If no lawful publication has taken place within the period mentioned in the first sentence, and if the phonogram has been lawfully communicated to the public within this period, the said rights shall expire not less than 50 years from the date of the first lawful communication to the public.
3. The rights of producers of the first fixation of a film shall expire not less than 50 years after the fixation is made. However, if the film is lawfully published or lawfully communicated to the public during this period, the rights shall expire not less than 50 years from the date of the first such publication or the first such communication to the public, whichever is earlier. The term "film" shall designate a cinematographic or audiovisual work or moving images, whether or not accompanied by sound.
4. The rights of broadcasting organisations shall expire not less than 50 years after the first transmission of a broadcast, whether this broadcast is transmitted by wire or over the air, including by cable or satellite.

ARTICLE 155

Protection of previously unpublished works

Any person who, after the expiry of copyright protection, for the first time lawfully publishes or lawfully communicates to the public a previously unpublished work, shall benefit from a protection equivalent to the economic rights of the author. The term of protection of such rights shall be 25 years from the time when the work was first lawfully published or lawfully communicated to the public.

ARTICLE 156

Critical and scientific publications

The Parties may also protect critical and scientific publications of works which have come into the public domain. The maximum term of protection of such rights shall be 30 years from the time when the publication was first lawfully published.

ARTICLE 157

Protection of photographs

Photographs which are original in the sense that they are the author's own intellectual creation

shall be protected in accordance with Article 152 of this Agreement. Parties may provide for the protection of other photographs.

ARTICLE 158

Cooperation on collective management of rights

The Parties recognise the necessity of establishing agreements between their respective collecting societies for the purpose of mutually ensuring easier access to and delivery of content between the territories of the Parties, as well as ensuring mutual transfer of royalties for use of the Parties' works or other protected subject matter. The Parties recognise the need for their respective collecting societies to achieve a high level of rationalisation and transparency with respect to the execution of their tasks.

ARTICLE 159

Fixation right

1. For the purpose of this Article, fixation means the embodiment of sounds and images, or of the representations thereof, from which they can be perceived, reproduced or communicated through a device.
2. The Parties shall provide performers with the exclusive right to authorise or prohibit the fixation of their performances.
3. The Parties shall provide broadcasting organisations with the exclusive right to authorise or prohibit the fixation of their broadcasts, whether these broadcasts are transmitted by wire or over the air, including by cable or satellite.
4. A cable distributor shall not have the right provided for in paragraph 2 where it merely retransmits by cable the broadcasts of broadcasting organisations.

ARTICLE 160

Broadcasting and communication to the public

1. For the purposes of this Article:
 - (a) "broadcasting" means the transmission by wireless means for public reception of sounds or of images and sounds or of the representations thereof; such transmission by satellite; and transmission of encrypted signals, where the means for decrypting are provided to the public by the broadcasting organisation or with its consent;
 - (b) "communication to the public" means the transmission to the public by any medium, otherwise than by broadcasting, of sounds of a performance or the sounds or the representations of sounds fixed in a phonogram. For the purposes of paragraph 3, "communication to the public" includes making the sounds or representations of sounds fixed in a phonogram audible to the public.
2. The Parties shall provide performers with the exclusive right to authorise or prohibit the

broadcasting by wireless means and the communication to the public of their performances, except where the performance is itself already a broadcast performance or is made from a fixation.

3. The Parties shall provide performers and producers of phonograms with the right to a single equitable remuneration if a phonogram published for commercial purposes, or a reproduction of such phonogram, is used for broadcasting by wireless means or for any communication to the public, and ensure that this remuneration is shared among the relevant performers and phonogram producers. The Parties may, in the absence of agreement between the performers and phonogram producers, lay down the conditions as to the sharing of this remuneration among them.

4. The Parties shall provide broadcasting organisations with the exclusive right to authorise or prohibit re-broadcasting of their broadcasts by wireless means, as well as the communication to the public of their broadcasts if such communication is made in places accessible to the public against payment of an entrance fee.

ARTICLE 161

Distribution right

1. The Parties shall provide authors, in respect of the original of their works or of copies thereof, with the exclusive right to authorise or prohibit any form of distribution to the public by sale or otherwise.

2. The Parties shall provide the exclusive right to make available to the public, by sale or otherwise, the objects indicated in subparagraphs (a) to (d) of this paragraph, including copies thereof:

(a) for performers, in respect of fixations of their performances;

(b) for phonogram producers, in respect of their phonograms;

(c) for producers of the first fixation of films, in respect of the original and copies of their films;

(d) for broadcasting organisations, in respect of fixations of their broadcasts as set out in Article 159(3) of this Agreement.

ARTICLE 162

Limitations

1. Parties may provide for limitations on the rights referred to in Articles 159, 160 and 161 of this Agreement in respect of:

(a) private use;

(b) use of short excerpts in connection with the reporting of current events;

(c) ephemeral fixation by a broadcasting organisation by means of its own facilities and for its own broadcasts;

(d) use solely for the purposes of teaching or scientific research.

2. Notwithstanding paragraph 1, Parties may provide for the same kinds of limitations with regard to the protection of performers, producers of phonograms, broadcasting organisations and producers of the first fixations of films, as they provide for in connection with the protection of copyright in literary and artistic works. However, compulsory licences may be provided for only to the extent to which they are compatible with the Rome Convention.

3. The limitations set out in paragraphs 1 and 2 of this Article shall be applied only in certain special cases which do not conflict with a normal exploitation of the subject matter and do not unreasonably prejudice the legitimate interests of the right-holder.

ARTICLE 163 Reproduction right

The Parties shall provide for the exclusive right to authorise or prohibit direct or indirect, temporary or permanent reproduction by any means and in any form, in whole or in part:

(a) for authors, of their works;

(b) for performers, of fixations of their performances;

(c) for phonogram producers, of their phonograms;

(d) for the producers of the first fixations of films, in respect of the original and copies of their films;

(e) for broadcasting organisations, of fixations of their broadcasts, whether those broadcasts are transmitted by wire or over the air, including by cable or satellite.

ARTICLE 164

Right of communication to the public of works and right of making available to the public other subject matter

1. The Parties shall provide authors with the exclusive right to authorise or prohibit any communication to the public of their works, by wire or wireless means, including the making available to the public of their works in such a way that members of the public may access them from a place and at a time individually chosen by them.

2. The Parties shall provide for the exclusive right to authorise or prohibit the making available of works to the public, by wire or wireless means, in such a way that members of the public may access them from a place and at a time individually chosen by them, namely:

(a) for performers, of fixations of their performances;

- (b) for phonogram producers, of their phonograms;
- (c) for the producers of the first fixations of films, of the original and copies of their films;
- (d) for broadcasting organisations, of fixations of their broadcasts, whether these broadcasts are transmitted by wire or over the air, including by cable or satellite.

3. Both Parties agree that the rights referred to in paragraphs 1 and 2 shall not be exhausted by any act of communication to the public or making them available to the public as set out in this Article.

ARTICLE 165 Exceptions and limitations

1. The Parties shall provide that temporary acts of reproduction referred to in Article 163 of this Agreement, which are transient or incidental, which are an integral and essential part of a technological process and the sole purpose of which is to enable:

- (a) transmission in a network between third parties by an intermediary; or
- (b) lawful use

of a work or other subject matter to be made, and which have no independent economic significance, shall be exempted from the reproduction right provided for in Article 163.

2. Where the Parties provide for an exception or limitation to the right of reproduction provided for in Article 163, they may provide similarly for an exception or limitation to the right of distribution provided for in Article 161(1) of this Agreement to the extent justified by the purpose of the authorised act of reproduction.

3. The Parties may provide for exceptions and limitations to the rights set out in Articles 163 and 164 of this Agreement only in certain special cases which do not conflict with normal exploitation of the work or other subject matter and do not unreasonably prejudice the legitimate interests of the right-holder.

ARTICLE 166 Protection of technological measures

1. The Parties shall provide adequate legal protection against the circumvention of effective technological measures which the person concerned carries out in the knowledge, or with reasonable grounds for knowing, that he/she is pursuing that objective.

2. The Parties shall provide adequate legal protection against the manufacture, import, distribution, sale, rental, advertisement for sale or rental, or possession for commercial purposes of devices, products or components or the provision of services which:

- (a) are promoted, advertised or marketed for the purpose of circumvention of; or
- (b) have only a limited commercially significant purpose or use other than to circumvent; or

(c) are primarily designed, produced, adapted or performed for the purpose of enabling or facilitating the circumvention of, any effective technological measures.

3. For the purposes of this Section, the expression "technological measures" means any technology, device or component that, in the normal course of its operation, is designed to prevent or restrict acts, in respect of works or other subject matter, which are not authorised by the right-holder of any copyright or any right related to copyright as provided for by each Party's legislation. Technological measures shall be deemed "effective" where the use of a protected work or other subject matter is controlled by the right-holders through application of an access control or protection process, such as encryption, scrambling or other transformation of the work or other subject matter or a copy control mechanism, which achieves the protection objective.

4. Where Parties provide for limitations to the rights set out in Articles 162 and 165 of this Agreement, they may also ensure that right-holders make available to a beneficiary of an exception or limitation the means of benefiting from that exception or limitation to the extent necessary to benefit from that exception or limitation and where that beneficiary has legal access to the protected work or subject matter concerned.

5. The Parties may provide that the provisions of Article 166(4) of this Agreement shall not apply to works or other subject matter made available to the public on agreed contractual terms in such a way that members of the public may access them from a place and at a time individually chosen by them.

ARTICLE 167

Protection of rights-management information

1. The Parties shall provide for adequate legal protection against any person knowingly performing without authority any of the following acts:

(a) the removal or alteration of any electronic rights-management information;

(b) the distribution, importation for distribution, broadcasting, communication or making available to the public of works or other subject matter protected under this Agreement from which electronic rights-management information has been removed or altered without authority,

if such person knows, or has reasonable grounds to know, that by so doing he is inducing, enabling, facilitating or concealing an infringement of any copyright or any rights related to copyright as provided by the law of the relevant Party.

2. For the purposes of this Agreement, the expression "rights-management information" means any information provided by right-holders which identifies the work or other subject matter referred to in Sub-section 1, the author or any other right-holder, or information about the terms and conditions of use of the work or other subject matter, and any numbers or codes that represent such information.

The first paragraph shall apply when any of these items of information is associated with a copy of, or appears in connection with the communication to the public of, a work or other subject matter referred to in Sub-section 1.

ARTICLE 168

Right-holders and subject matter of rental and lending right .

1. The Parties should provide the exclusive right to authorise or prohibit rental and lending for the following:
 - (a) the author in respect of the original and copies of his/her work;
 - (b) the performer in respect of fixations of his/her performance;
 - (c) the phonogram producer in respect of his/her phonograms;
 - (d) the producer of the first fixation of a film in respect of the original and copies of his film.
2. These provisions shall not cover rental and lending rights in relation to buildings and to works of applied art.
3. The Parties may derogate from the exclusive right provided for in paragraph 1 in respect of public lending, provided that at least authors obtain remuneration for such lending. The Parties shall be free to determine this remuneration, taking account of their cultural promotion objectives.
4. Where the Parties do not apply the exclusive lending right provided for in this Article as regards phonograms, films and computer programs, they shall introduce, at least for authors, remuneration.
5. The Parties may exempt certain categories of establishments from the payment of the remuneration referred to in paragraphs 3 and 4.

ARTICLE 169

Unwaivable right to equitable remuneration

1. Where an author or performer has transferred or assigned his/her rental right concerning a phonogram or an original or copy of a film to a phonogram or film producer, that author or performer shall retain the right to obtain equitable remuneration for the rental.
2. The right to obtain equitable remuneration for rental cannot be waived by authors or performers.
3. The administration of the right to obtain equitable remuneration may be entrusted to collecting societies representing authors or performers.
4. The Parties may regulate whether and to what extent administration by collecting societies of the right to obtain equitable remuneration may be imposed, as well as the question

from whom this remuneration may be claimed or collected.

ARTICLE 170

Protection of computer programs

1. The Parties shall protect computer programs, by copyright, as literary works within the meaning of the Berne Convention. For the purposes of this provision, the term "computer programs" shall include their preparatory design material.
2. Protection in accordance with this Agreement shall apply to the expression in any form of a computer program. Ideas and principles which underlie any element of a computer program, including those which underlie its interfaces, are not protected by copyright under this Agreement.
3. A computer program shall be protected if it is original in the sense that it is the author's own intellectual creation. No other criteria shall be applied to determine its eligibility for protection.

ARTICLE 171

Authorship of computer programs

1. The author of a computer program shall be the natural person or group of natural persons that has created the program or, where the legislation of the Parties permits, the legal person designated as the right-holder by that legislation.
2. In respect of a computer program created by a group of natural persons jointly, the exclusive rights shall be owned jointly.
3. Where collective works are recognised by the legislation of the Parties, the person considered by the legislation of the Parties to have created the work shall be deemed to be its author.
4. Where a computer program is created by an employee in the execution of his/her duties or following the instructions given by his/her employer, the employer exclusively shall be entitled to exercise all economic rights in the program so created, unless otherwise provided by contract.

ARTICLE 172

Restricted acts relating to computer programs

Subject to the provisions of Articles 173 and 174 of this Agreement, the exclusive rights of the right-holder within the meaning of Article 171, shall include the right to carry out or to authorise:

- (a) permanent or temporary reproduction of a computer program by any means and in any form, in part or in whole. In so far as acts of loading, displaying, running, transmission or storage of the computer program necessitate such reproduction, those acts shall be subject to

authorisation by the right-holder;

(b) the translation, adaptation, arrangement and any other alteration of a computer program and the reproduction of the results thereof, without prejudice to the rights of the person who alters the program;

(c) any form of distribution to the public, including the rental, of the original computer program or of copies thereof.

ARTICLE 173

Exceptions to the restricted acts relating to computer programs

1. In the absence of specific contractual provisions, the acts referred to in Article 172(a) and (b) of this Agreement shall not require authorisation by the right-holder where they are necessary for the use of the computer program by the lawful acquirer in accordance with its intended purpose, including for error correction.

2. The making of a back-up copy by a person having a right to use the computer program may not be prevented by contract in so far as it is necessary for that use.

3. The person having a right to use a copy of a computer program shall be entitled, without the authorisation of the right-holder, to observe, study or test the functioning of the programme in order to determine the ideas and principles which underlie any element of the programme if such person does so while performing any of the acts of loading, displaying, running, transmitting or storing the programme which he or she is entitled to do.

ARTICLE 174

Decompilation

1. The authorisation of the right-holder shall not be required where reproduction of the code and translation of its form within the meaning of Article 172 (a) and (b) are indispensable to obtain the information necessary to achieve the interoperability of an independently created computer program with other programs, provided that the following conditions are met:

(a) these acts are performed by the licensee or by another person having a right to use a copy of a program, or on their behalf by a person authorised to do so;

(b) the information necessary to achieve interoperability has not previously been readily available to the persons referred to in subparagraph (a) of this paragraph; and

(c) these acts are confined to the parts of the original program which are necessary to achieve interoperability.

2. The provisions of paragraph 1 shall not permit the information obtained through its application:

(a) to be used for goals other than to achieve the interoperability of the independently created computer program;

(b) to be given to others, except when necessary for the interoperability of the independently created computer program; or

(c) to be used for the development, production or marketing of a computer program substantially similar in its expression, or for any other act which infringes copyright.

3. In accordance with the provisions of the Berne Convention, this Article may not be interpreted in such a way as to allow its application to be used in a manner which unreasonably prejudices the right-holder's legitimate interests or conflicts with a normal exploitation of the computer program.

ARTICLE 175

Protection of databases

1. For the purposes of this Agreement, "database" shall mean a collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means.

2. Protection under this Agreement shall not apply to computer programs used in the making or operation of databases accessible by electronic means.

ARTICLE 176

Object of protection

1. In accordance with Sub-section 1, databases which, by reason of the selection or arrangement of their contents, constitute the author's own intellectual creation shall be protected as such by copyright. No other criteria shall be applied to determine their eligibility for that protection.

2. The copyright protection of databases provided for in Sub-section 1 shall not extend to their contents and shall be without prejudice to any rights subsisting in those contents themselves.

ARTICLE 177

Database authorship

1. The author of a database shall be the natural person or group of natural persons who created the database or, where the legislation of the Parties so permits, the legal person designated as the right-holder by legislation.

2. Where collective works are recognised by the legislation of the Parties, the economic rights shall be owned by the person holding the copyright.

3. In respect of a database created by a group of natural persons jointly, the exclusive rights shall be owned jointly.

ARTICLE 178
Restricted acts relating to databases

In respect of the expression of a database which is protectable by copyright, the author of the database shall have the exclusive right to carry out or to authorise:

- (a) temporary or permanent reproduction by any means and in any form, in whole or in part;
- (b) translation, adaptation, arrangement and any other alteration;
- (c) any form of distribution to the public of the database or copies thereof;
- (d) any communication, display or performance to the public;
- (e) any reproduction, distribution, communication, display or performance to the public of the results of the acts referred to in subparagraph (b).

ARTICLE 179
Exceptions to restricted acts relating to databases

1. Performance by the lawful user of a database or a copy thereof of any of the acts listed in Article 178 of this Agreement which is necessary for purposes of access to the contents of the database and normal use of the contents by the lawful user shall not require the authorisation of the author of the database. Where the lawful user is authorised to use only part of the database, this provision shall apply only to that part.

2. The Parties shall have the option of providing for limitations on the rights set out in Article 178 in the following cases:

- (a) in the case of reproduction for private purposes of a non-electronic database;
- (b) where there is use for the sole purpose of illustration for teaching or scientific research, as long as the source is indicated and to the extent justified by the non-commercial purpose to be achieved;
- (c) where there is use for purposes of public security or for the purposes of an administrative or judicial procedure;
- (d) where other exceptions to copyright are traditionally authorised by each Party, without prejudice to subparagraphs (a), (b) and (c).

3. In accordance with the Berne Convention, this Article may not be interpreted in such a way as to allow its application in a manner which unreasonably prejudices the right-holder's legitimate interests or conflicts with normal exploitation of the database.

ARTICLE 180
Resale right

1. The Parties shall provide, for the benefit of the author of an original work of art³¹, a resale right, to be defined as an inalienable right, which cannot be waived, even in advance, to receive a royalty based on the sale price obtained for any resale of the work, subsequent to the first transfer of the work by the author.

2. The right referred to in paragraph 1 shall apply to all acts of resale involving as sellers, buyers or intermediaries art market professionals, such as salesrooms, art galleries and, in general, any dealers in works of art.

3. The Parties may provide, in accordance with their legislation, that the right referred to in paragraph 1 shall not apply to acts of resale where the seller has acquired the work directly from the author less than three years before that resale and where the resale price does not exceed a certain minimum amount.

4. The royalty shall be payable by the seller. The Parties may provide that one of the natural or legal persons referred to in paragraph 2 other than the seller shall alone be liable or shall share liability with the seller for payment of the royalty.

ARTICLE 181

Broadcasting of programmes by satellite

Each Party shall provide the author with an exclusive right to authorise the communication of copyright works to the public by satellite.

ARTICLE 182

Cable retransmission

Each Party shall ensure that when programmes from the other Party are retransmitted by cable in their territory the applicable copyright and related rights are observed and that such retransmission takes place on the basis of individual or collective contractual agreements between copyright owners, holders of related rights and cable operators.

Sub-section 2

Trade marks

ARTICLE 183

Registration procedure

1. Ukraine and the United Kingdom shall provide for a system for the registration of trade marks in which any refusal by the relevant trade mark administration to register a trade mark is duly reasoned. The reasons for the refusal shall be communicated in writing to the applicant, who will have the opportunity to contest such refusal and to appeal a final refusal before judicial authorities. The United Kingdom and Ukraine shall also introduce the possibility to oppose trade mark applications. Such opposition proceedings shall be adversarial. The United Kingdom

³¹ For the purposes of this Article, a Party may construe an 'original work of art' as being a work of graphic or plastic art which is either the original or one of a limited number made by the author or under their authority.

and Ukraine shall provide a publicly available electronic database of trade mark applications and trade mark registrations.

2. The Parties shall provide for grounds for refusal or invalidity of a trade mark registration. The following shall not be registered or if registered shall be liable to be declared invalid:

- (a) signs which cannot constitute a trade mark;
- (b) trade marks which are devoid of any distinctive character;
- (c) trade marks consisting exclusively of signs or indications which may serve, in trade, to designate the kind, quality, quantity, intended purpose, value, geographical origin, or the time of production of the goods or of rendering of the service, or other characteristics of the goods or service;
- (d) trade marks consisting exclusively of signs or indications which have become customary in the current language or in the *bona fide* and established practices of the trade;
- (e) signs which consist exclusively of:
 - (i) the shape or another characteristic that results from the nature of the goods themselves; or
 - (ii) the shape or another characteristic of the goods which is necessary to obtain a technical result; or
 - (iii) the shape or another characteristic which gives substantial value to the goods;
- (f) trade marks which are contrary to public policy or to accepted principles of morality;
- (g) trade marks which are of such a nature as to deceive the public, for instance as to the nature, quality or geographical origin of the goods or service;
- (h) trade marks which have not been authorised by the competent authorities and are to be refused or invalidated pursuant to Article 6^{ter} of the Paris Convention.

3. A Party may determine that a trade mark shall not be refused registration by virtue of subsection 2(b), (c) or (d) if, before the date of application for registration it has acquired a distinctive character as a result of a use made. Where a trade mark was registered in breach of subsection 2(b), (c) or (d), a Party may determine that it should not be declared invalid if, in consequence of the use which has been made of it, it has after registration acquired a distinctive character in relation to the goods or services for which it is registered.

4. The Parties shall provide for grounds for refusal or invalidity concerning conflicts with earlier rights. A trade mark shall not be registered or, if registered, shall be liable to be declared invalid:

- (a) if it is identical to an earlier trade mark, and the goods or services for which the trade mark is applied or is registered are identical to the goods or services for which the earlier trade mark is protected;

(b) if because of its identity with, or similarity to, the earlier trade mark and the identity or similarity of the goods or services covered by the trade marks, there exists a likelihood of confusion on the part of the public, which includes the likelihood of association with the earlier trade mark.

5. The Parties may also provide for other grounds for refusal or invalidity concerning conflicts with earlier rights.

ARTICLE 184 Well-known trade marks

The Parties shall cooperate with the aim of making protection of well-known trade marks, as referred to in Article 6 *bis* of the Paris Convention and in Article 16.2 and 16.3 of the TRIPS Agreement, effective.

ARTICLE 185 Rights conferred by a trade mark

The registered trade mark shall confer on the proprietor exclusive rights therein. The proprietor shall be entitled to prevent all third parties not having his/her consent from using in the course of trade:

(a) any sign which is identical to the trade mark in relation to goods or services which are identical with those for which the trade mark is registered;

(b) any sign where, because of its identity to, or similarity to, the trade mark and the identity or similarity of the goods or services covered by the trade mark and the sign, there exists a likelihood of confusion on the part of the public, which includes the likelihood of association between the sign and the trade mark.

ARTICLE 186 Exceptions to the rights conferred by a trade mark

1. The Parties shall provide for the fair use of descriptive terms, including geographical indications, as a limited exception to the rights conferred by a trade mark, provided that such limited exceptions take account of the legitimate interests of the owner of the trade mark and of third parties. Under the same conditions, the Parties may provide for other limited exceptions.

2. A trade mark shall not entitle the proprietor to prohibit a third party from using, in the course of trade:

(a) The name or the address of the third party, where that third party is a natural person;

(b) signs or indications which are not distinctive or which concern the kind, quality, quantity, intended purpose, value, geographical origin, the time of production of goods or of rendering of a service, or other characteristics of goods or services;

(c) the trade mark for the purpose of identifying or referring to goods or services as those of the proprietor of the trade mark in particular, where the use of the trade mark is necessary to indicate the intended purpose of a product or service, in particular as accessories or spare parts, the use made by the third party is in accordance with honest practices in industrial or commercial matters.

3. A trade mark shall not entitle the proprietor to prohibit a third party from using, in the course of trade, an earlier right which only applies in a particular locality if that right is recognised by the laws of the Parties in question and the use of that right is within the limits of the territory in which it is recognised.

ARTICLE 187 Use of trade marks

1. If, within five years of the date of completion of the registration procedure, the proprietor has not put a trade mark to genuine use in connection with the goods or services in respect of which it is registered in the relevant territory, or if such use has been suspended during an uninterrupted period of five years, the trade mark shall be subject to the sanctions provided for in this Sub-section, unless there are proper reasons for non-use.

2. The following shall also constitute use within the meaning of paragraph 1:

(a) use of the trade mark in a form differing in elements which do not alter the distinctive character of the mark in the form in which it was registered;

(b) affixing of the trade mark to goods or to the packaging thereof solely for export purposes.

3. Use of a trade mark with the consent of the proprietor or by any person who has authority to use a collective mark or a guarantee or certification mark shall be deemed to constitute use by the proprietor within the meaning of paragraph 1.

ARTICLE 188 Grounds for revocation

1. The Parties shall provide that a trade mark shall be liable to revocation if, within a continuous period of five years, it has not been put to genuine use in the relevant territory in connection with the goods or services in respect of which it is registered, and there are no proper reasons for non-use; however, no person may claim that the proprietor's rights in a trade mark should be revoked where, during the interval between expiry of the five-year period and filing of the application for revocation, genuine use of the trade mark has been started or resumed; the commencement or resumption of use within a period of three months preceding the filing of the application for revocation which began at the earliest on expiry of the continuous period of five years of non-use, shall, however, be disregarded where preparations for the commencement or resumption occur only after the proprietor becomes aware that the application for revocation may be filed.

2. A trade mark shall also be liable to revocation if, after the date on which it was registered:

(a) in consequence of acts or inactivity of the proprietor, it has become the common name in the trade for a product or service in respect of which it is registered;

(b) in consequence of the use made of it by the proprietor of the trade mark or with his/her consent in respect of the goods or services for which it is registered, it is liable to mislead the public, particularly as to the nature, quality or geographical origin of those goods or services.

ARTICLE 189

Partial refusal, revocation or invalidity

Where grounds for refusal of registration or for revocation or invalidity of a trade mark exist in respect of only some of the goods or services for which that trade mark has been applied for or registered, refusal of registration or revocation or invalidity shall cover those goods or services only.

ARTICLE 190

Term of protection

The duration of protection available in the United Kingdom and Ukraine following the date of filing of an application shall amount to at least 10 years. The right-holder may have the term of protection renewed for further periods of 10 years.

Sub-section 3

Geographical indications

ARTICLE 191

Scope of the Sub-section

1. This Sub-section applies to the recognition and protection of geographical indications originating in the territories of the Parties.
2. Geographical indications of a Party to be protected by the other Party shall only be subject to this Agreement if covered by the scope of the legislation referred to in Article 192 of this Agreement.

ARTICLE 192

Established geographical indications

1. Having examined the Ukrainian legislation listed in Annex XVII-A Part A to this Agreement, the United Kingdom concludes that these laws meet the elements laid down in Annex XVII-A Part B to this Agreement.
2. Having examined the United Kingdom's legislation listed in Annex XVII-A Part A to this Agreement, Ukraine concludes that these laws meet the elements laid down in Annex XVII-A Part B to this Agreement.

3. Ukraine shall protect the geographical indications for the agricultural products and foodstuffs of the United Kingdom listed in Annex XVII-C to this Agreement and the geographical indications for wines, aromatised wines and spirit drinks of the United Kingdom listed in Annex XVII-D to this Agreement, which have been registered by the United Kingdom under the legislation referred to in paragraph 2, according to the level of protection laid down in this Sub-section.

4. The United Kingdom shall protect the geographical indications for the wines, aromatised wines and spirit drinks of Ukraine listed in Annex XVII-D to this Agreement, which have been registered by Ukraine under the legislation referred to in paragraph 1, according to the level of protection laid down in this Sub-section.

ARTICLE 193

Addition of new geographical indications

1. The Parties agree on the possibility of adding new geographical indications to be protected in Annexes XVII-C and XVII-D to this Agreement in accordance with Article 201(3) of this Agreement after having completed the objection procedure in accordance with the criteria set out in Annex XVII-B to this Agreement and having examined the geographical indications to the satisfaction of both Parties.

2. A Party shall not be required to protect as a geographical indication a name that conflicts with the name of a plant variety or an animal breed and as a result is likely to mislead the consumer as to the true origin of the product.

ARTICLE 194

Scope of protection of geographical indications

1. The geographical indications listed in Annexes XVII-C and XVII-D to this Agreement, including those added pursuant to Article 193 of this Agreement, shall be protected against:

(a) any direct or indirect commercial use of a protected name for comparable products not compliant with the product specification of the protected name, or in so far as such use exploits the reputation of a geographical indication;

(b) any misuse, imitation or evocation, even if the true origin of the product is indicated or if the protected name is translated, transcribed, transliterated or accompanied by an expression such as "style", "type", "method", "as produced in", "imitation", "flavour", "like", or similar;

(c) any other false or misleading indication as to the provenance, origin, nature or essential qualities of the product, on the inner or outer packaging, in advertising material or documents relating to the product concerned, and on the packing of the product in a container liable to convey a false impression as to its origin;

(d) any other practice liable to mislead the consumer as to the true origin of the product.

2. Protected geographical indications shall not become generic in the territories of the

Parties.

3. If geographical indications are wholly or partially homonymous, protection shall be granted to each indication provided that it has been used in good faith and with due regard for local and traditional usage and the actual risk of confusion. Without prejudice to Article 23 of the TRIPS Agreement, the Parties shall mutually decide the practical conditions of use under which the homonymous geographical indications will be differentiated from each other, taking into account the need to ensure equitable treatment of the producers concerned and that consumers are not misled. A homonymous name which misleads the consumer into believing that products come from another territory shall not be registered even if the name is accurate as far as the actual territory, region or place of origin of the product in question is concerned.

4. Where a Party, in the context of negotiations with a third country, proposes to protect a geographical indication of the third country, and the name is homonymous with a geographical indication of the other Party the latter shall be informed and be given the opportunity to comment before the name is protected.

5. Nothing in this Agreement shall oblige a Party to protect a geographical indication of the other Party which is not or ceases to be protected in its country of origin. The Parties shall notify each other if a geographical indication ceases to be protected in its country of origin. Such notification shall take place in accordance with Article 201(3) of this Agreement.

6. Nothing in this Agreement shall prejudice the right of any person to use, in the course of trade, that person's name or the name of that person's predecessor in business, except where such name is used in such a manner as to mislead the public.

ARTICLE 195

Right of use of geographical indications

1. The commercial use of a name protected under this Agreement for agricultural products, foodstuffs, wines, aromatised wines or spirit drinks conforming to the corresponding specification is open to any entity.

2. Once a geographical indication is protected under this Agreement, the use of such protected name shall not be subject to any registration of users or further charges.

ARTICLE 196

Relationship with trade marks

1. The Parties shall refuse to register or shall invalidate a trade mark that corresponds to any of the situations referred to in Article 194(1) of this Agreement in relation to a protected geographical indication for like products, provided an application to register the trade mark is submitted after the date of application for registration of the geographical indication in the territory concerned.

2. For geographical indications referred to in Article 192 of this Agreement, the date of application for registration shall be 1 January 2016.

3. For geographical indications referred to in Article 193 of this Agreement, the date of application for registration shall be the date of the transmission of a request to the other Party to protect a geographical indication.

4. The Parties shall have no obligation to protect a geographical indication pursuant to Article 193 of this Agreement where, in the light of a reputed or well-known trade mark, protection is liable to mislead consumers as to the true identity of the product.

5. Without prejudice to paragraph 4 of this Article, the Parties shall protect geographical indications also where a prior trade mark exists. Prior trade mark shall mean a trade mark, the use of which corresponds to one of the situations referred to in Article 194(1) of this Agreement, which has been applied for, registered or established by use, if that possibility is provided for by the legislation concerned, in the territory of one of the Parties before the date on which the application for protection of the geographical indication is submitted by the other Party under this Agreement. Such trade mark may continue to be used and renewed notwithstanding the protection of the geographical indication, provided that no grounds for the trade mark's invalidity or revocation exist in the legislation on trade marks of the Parties.

ARTICLE 197

Enforcement of protection

The Parties shall enforce the protection provided for in Articles 194 to 196 of this Agreement by appropriate action by their authorities including at the customs border. They shall also enforce such protection at the request of an interested party.

ARTICLE 198

Temporary measures

Products which were produced and labelled in conformity with national law before 1 January 2016 but which do not comply with the requirements of this Agreement, may continue to be sold until stocks run out.

ARTICLE 199

General rules

1. The importation, exportation and commercialisation of any product referred to in Articles 192 and 193 of this Agreement shall be conducted in compliance with the laws and regulations applying in the territory of the Party in which the products are placed on the market.

2. Any matter arising from product specifications of registered geographical indications shall be dealt with in the GI Sub-Committee established pursuant to Article 201 of this Agreement.

3. The registration of geographical indications protected under this Agreement may only be cancelled by the Party in which the product originates.

4. A product specification referred to in this Sub-section shall be that which is approved,

including any amendments also approved, by the authorities of the Party in whose territory the product originates.

ARTICLE 200

Cooperation and transparency

1. The Parties shall, either directly or through the GI Sub-Committee established pursuant to Article 201 of this Agreement, maintain contact on all matters related to the implementation and functioning of this Agreement. In particular, a Party may request from the other Party information relating to product specifications and their modification, and contact points for control provisions.

2. Each Party may make publicly available the product specifications or a summary thereof and contact points for control provisions corresponding to geographical indications of the other Party protected pursuant to this Agreement.

ARTICLE 201

Sub-Committee on Geographical Indications

1. The Sub-Committee on Geographical Indications (GI Sub-Committee) is hereby established. It shall report on its activities to the Trade Committee in accordance with Article 404(5) of this Agreement. The GI Sub-Committee shall consist of representatives of the UK and Ukraine with the purpose of monitoring the development of this Agreement and of intensifying their co-operation and dialogue on geographical indications.

2. The GI Sub-Committee shall adopt its decisions by consensus. It shall determine its own rules of procedure. It shall meet at the request of either of the Parties, alternatively in the UK and in Ukraine, at a time and a place and in a manner (which may include by videoconference) mutually determined by the Parties, but no later than 90 days after the request.

3. The GI Sub-Committee shall also see to the proper functioning of this Sub-section and may consider any matter related to its implementation and operation. In particular, it shall be responsible for:

- (a) amending Annex XVII-A Part A to this Agreement, as regards the references to the law applicable in the Parties;
- (b) amending Annex XVII-A Part B to this Agreement, as regards the elements for registration and control of geographical indications;
- (c) amending Annex XVII-B to this Agreement, as regards the criteria to be included in the objection procedure;
- (d) modifying Annexes XVII-C and XVII-D to this Agreement as regards geographical indications;
- (e) exchanging information on legislative and policy developments on geographical indications and any other matter of mutual interest in the area of geographical indications;
- (f) exchanging information on geographical indications for the purpose of considering their protection in accordance with this Agreement.

Designs

ARTICLE 202

Definition

For the purposes of this Agreement:

- (a) "design" means the appearance of the whole or a part of a product resulting from the features of, in particular, the lines, contours, colours, shape, texture and/or materials of the product itself and/or its ornamentation³²;
- (b) "product" means any industrial or handicraft item, including inter alia parts intended to be assembled into a complex product, packaging, get-up, graphic symbols and typographic typefaces, but excluding computer programs;
- (c) "complex product" means a product which is composed of multiple components that can be replaced, permitting disassembly and reassembly of the product.

ARTICLE 203

Requirements for protection

1. Ukraine and the United Kingdom shall provide for the protection of independently created designs that are new and have individual character.
2. A design applied to or incorporated in a product which constitutes a component part of a complex product shall only be considered to be new and to have individual character:
 - (a) if the component part, once it has been incorporated into the complex product, remains visible during normal use of the latter; and
 - (b) to the extent that those visible features of the component part fulfil in themselves the requirements as to novelty and individual character.
3. A design shall be considered to be new if no identical design has been made available to the public:
 - (a) in the case of an unregistered design, before the date on which the design for which protection is claimed has first been made available to the public;
 - (b) in the case of a registered design, before the date of filing of the application for registration of the design for which protection is claimed, or, if priority is claimed, the date of priority.

Designs shall be deemed to be identical if their features differ only in immaterial details.

³² For the purposes of Article 202 and subsequent Articles referring to unregistered designs, in the United Kingdom an "unregistered design" is one which is protected by Council Regulation (EC) No 6/2002 of 12 December 2001 on Community designs.

4. A design shall be considered to have individual character if the overall impression it produces on an informed user differs from the overall impression produced on such a user by any other design which has been made available to the public:

(a) in the case of an unregistered design, before the date on which the design for which protection is claimed has first been made available to the public;

(b) in the case of a registered design, before the date of filing of the application for registration of the design for which protection is claimed, or, if priority is claimed, the date of priority.

In assessing individual character, the degree of freedom of the designer in developing the design shall be taken into consideration.

5. This protection shall be provided by registration and shall confer exclusive rights upon their holders in accordance with the provisions of this Article. Unregistered designs made available to the public shall confer the same exclusive rights, but only if the contested use results from copying the protected design.

6. A design shall be deemed to have been made available to the public if it has been published following registration or otherwise, or exhibited, used in trade or otherwise disclosed, except where these events could not reasonably have become known in the normal course of business to the circles specialised in the sector concerned, operating within the territory in which protection is claimed, before the date of filing of the application for registration or, if priority is claimed, the date of priority. In the case of unregistered design protection, a design shall be deemed to have been made available to the public if it has been published, exhibited, used in trade or otherwise disclosed in such way that, in the normal course of business, these events could reasonably have become known to the circles specialised in the sector concerned, operating within the territory in which protection is claimed.

A design shall not, however, be deemed to have been made available to the public for the sole reason that it has been disclosed to a third person under explicit or implicit conditions of confidentiality.

7. Disclosure shall not be taken into consideration for the purpose of applying paragraphs 3 and 4 of this Article if a design for which protection is claimed under a registered design right has been made available to the public:

(a) by the designer, his/her successor in title, or a third person as a result of information provided or action taken by the designer, or his/her successor in title; and

(b) during the twelve-month period preceding the date of filing of the application or, if priority is claimed, the date of priority.

8. Paragraph 7 of this Article shall also apply if a design has been made available to the public as a consequence of an abuse in relation to the designer or his/her successor in title.

ARTICLE 204
Term of protection

1. The duration of protection available in the United Kingdom and Ukraine following registration shall amount to at least five years. The right-holder may have the term of protection renewed for one or more periods of five years each, up to a total term of 25 years from the date of filing.

2. The duration of protection available in the United Kingdom and Ukraine for unregistered designs shall amount to at least three years as from the date on which the design was made available to the public in the territory of one of the Parties.

ARTICLE 205

Invalidity or refusal of registration

1. Ukraine and the United Kingdom may only provide that a design is refused for registration or declared invalid after registration on substantive grounds in the following cases:

- (a) if the design does not correspond to the definition under Article 202(a) of this Agreement;
- (b) if it does not fulfil the requirements of Article 203 and Article 207 (paragraphs 3, 4 and 5) of this Agreement;
- (c) if, by virtue of a court decision, the right-holder is not entitled to the design;
- (d) if the design is in conflict with a prior design which has been made available to the public after the date of filing of the application or, if priority is claimed, the date of priority of the design, and which is protected from a date prior to the said date by a registered design or an application for a design;
- (e) if a distinctive sign is used in a subsequent design, and the law of the Party concerned governing that sign confers on the right-holder of the sign the right to prohibit such use;
- (f) if the design constitutes an unauthorised use of a work protected under the copyright law of the Party concerned;
- (g) if the design constitutes an improper use of any of the items listed in Article 6^{ter} of the Paris Convention or of badges, emblems and escutcheons other than those covered by the said Article 6^{ter} and which are of particular public interest in the territory of a Party.

This paragraph is without prejudice to the right of the Parties to set formal requirements for design applications.

2. A Party may provide, as an alternative to invalidity, that a design, which may be invalidated for the reasons set out in paragraph 1 of this Article, may be limited in its use.

ARTICLE 206

Rights conferred

The holder of a protected design shall at least have the exclusive right to use it and to prevent

third parties not having his/her consent from using it, in particular to make, offer, put on the market, import, export or use a product in which the design is incorporated or to which it is applied, or stocking such a product for those purposes.

ARTICLE 207

Exceptions

1. The rights conferred by a design right upon registration shall not be exercised in respect of:

- (a) acts done privately and for non-commercial purposes;
- (b) acts done for experimental purposes;
- (c) acts of reproduction for the purposes of making citations or of teaching, provided that such acts are compatible with fair trade practice and do not unduly prejudice the normal exploitation of the design, and that mention is made of the source.

2. In addition, the rights conferred by a design right upon registration shall not be exercised in respect of:

- (a) the equipment on ships and aircraft registered in another country when these temporarily enter the territory of the Party concerned;
- (b) the importation by the Party concerned of spare parts and accessories for the purpose of repairing such craft;
- (c) the execution of repairs on such craft.

3. A design right shall not subsist in features of appearance of a product which are solely dictated by its technical function.

4. A design right shall not subsist in features of appearance of a product which must necessarily be reproduced in their exact form and dimensions in order to permit the product in which the design is incorporated or to which it is applied to be mechanically connected to or placed in, around or against another product so that either product may perform its function.

5. A design right shall not subsist in a design which is contrary to public policy or to accepted principles of morality.

ARTICLE 208

Relationship to copyright

A design protected by a design right registered in a Party in accordance with this Sub-section shall also be eligible for protection under the law of copyright of that Party as from the date on which the design was created or fixed in any form. The extent to which, and the conditions under which, such protection is conferred, including the level of originality required, shall be determined by each Party.

Sub-section 5

Patents

ARTICLE 209

Patents and public health

1. The Parties recognise the importance of the Declaration on the TRIPS Agreement and Public Health, adopted on 14 November 2001 (hereinafter referred to as the "Doha Declaration") by the Ministerial Conference of the WTO. In interpreting and implementing the rights and obligations under this Chapter, the Parties shall ensure consistency with the Doha Declaration.
2. The Parties shall contribute to the implementation of, and shall respect, the Decision of the WTO General Council of 30 August 2003 on the implementation of paragraph 6 of the Doha Declaration.

ARTICLE 210

Supplementary protection certificate

1. The Parties recognise that medicinal and plant protection products protected by a patent in their respective territory may be subject to an administrative authorisation procedure before being put on their market. They recognise that the period that elapses between the filing of the application for a patent and the first authorisation to place the product on their respective market, as defined for that purpose by the relevant legislation, may shorten the period of effective protection under the patent.
2. The Parties shall provide for a further period of protection for a medicinal or plant protection product which is protected by a patent and which has been subject to an administrative authorisation procedure, that period being equal to the period referred to in paragraph 1, reduced by a period of five years.
3. In the case of medicinal products for which paediatric studies have been carried out, and the results of those studies are reflected in the product information, the Parties shall provide for a further six-month extension of the period of protection referred to in paragraph 2 of this Article.

ARTICLE 211

Protection of biotechnological inventions

1. The Parties shall protect biotechnological inventions under national patent law. They shall, if necessary, adjust their patent law to take account of the provisions of this Agreement. This Article shall be without prejudice to the obligations of the Parties pursuant to international agreements, and in particular the TRIPS Agreement and the Convention on Biological Diversity of 1992 (hereinafter referred to as the "CBD").
2. For the purposes of this Sub-section:

(a) "biological material" means any material containing genetic information and capable of reproducing itself or being reproduced in a biological system;

(b) "microbiological process" means any process involving or performed upon or resulting in microbiological material.

3. For the purposes of this Agreement, inventions which are new, which involve an inventive step and which are susceptible of industrial application shall be patentable even if they concern a product consisting of or containing biological material or a process by means of which biological material is produced, processed or used.

Biological material which is isolated from its natural environment or produced by means of a technical process may be the subject of an invention even if it previously occurred in nature.

An element isolated from the human body or otherwise produced by means of a technical process, including the sequence or partial sequence of a gene, may constitute a patentable invention, even if the structure of that element is identical to that of a natural element. The industrial application of a sequence or a partial sequence of a gene must be disclosed in the patent application.

4. The following shall not be patentable:

(a) plant and animal varieties;

(b) essentially biological processes for the production of plants or animals;

(c) the human body, at the various stages of its formation and development, and the simple discovery of one of its elements, including the sequence or partial sequence of a gene.

Inventions which concern plants or animals shall be patentable if the technical feasibility of the invention is not confined to a particular plant or animal variety. Subparagraph (b) of this paragraph shall be without prejudice to the patentability of inventions which concern a microbiological or other technical process, or a product obtained by means of such a process.

5. Inventions shall be considered unpatentable where their commercial exploitation would be contrary to public policy or public morality; however, exploitation shall not be thus deemed contrary merely because it is prohibited by law or regulation. The following, in particular, shall be considered unpatentable:

(a) processes for cloning human beings;

(b) processes for modifying the germ line genetic identity of human beings;

(c) uses of human embryos for industrial or commercial purposes;

(d) processes for modifying the genetic identity of animals which are likely to cause them suffering without any substantial medical benefit to man or animal, and also animals resulting from such processes.

6. The protection conferred by a patent on a biological material possessing specific characteristics as a result of an invention shall extend to any biological material derived from that biological material through propagation or multiplication in an identical or divergent form and possessing those same characteristics.

7. The protection conferred by a patent on a process that enables a biological material possessing specific characteristics to be produced as a result of an invention shall extend to biological material directly obtained through that process and to any other biological material derived from the directly obtained biological material through propagation or multiplication in an identical or divergent form and possessing those same characteristics.

8. The protection conferred by a patent on a product containing or consisting of genetic information shall extend to all material, save as provided in paragraph 4(c) of this Article, in which the product is incorporated and in which the genetic information is contained and performs its function.

9. The protection referred to in paragraphs 7 and 8 of this Article shall not extend to biological material obtained from the propagation or multiplication of biological material placed on the market in the territory of the Parties by the holder of the patent or with his/her consent, where the multiplication or propagation necessarily results from the application for which the biological material was marketed, provided that the material obtained is not subsequently used for other propagation or multiplication.

10. By way of derogation from paragraphs 7 and 8 of this Article, the sale or any other form of commercialisation of plant propagating material to a farmer by the holder of the patent or with his/her consent for agricultural use implies authorisation for the farmer to use the product of his/her harvest for propagation or multiplication by him/her on his/her own farm. The extent and conditions of this derogation shall correspond to the conditions provided for in the Parties' national laws, regulations and practices concerning plant variety rights.

By way of derogation from paragraphs 7 and 8 of this Article, the sale or any other form of commercialisation of breeding stock or other animal reproductive material to a farmer by the holder of the patent or with his/her consent implies authorisation for the farmer to use the protected livestock for an agricultural purpose. This includes making the animal or other animal reproductive material available for the purposes of pursuing agricultural activity, but not sale within the framework or for the purpose of a commercial reproduction activity. The extent and the conditions of the derogation provided for above shall be determined by national laws, regulations and practices.

11. The Parties shall provide for compulsory cross-licensing in the following cases:

(a) where a breeder cannot acquire or exploit a plant variety right without infringing a prior patent, he/she may apply for a compulsory licence for non-exclusive use of the invention protected by the patent inasmuch as the licence is necessary for the exploitation of the plant variety to be protected, subject to payment of an appropriate royalty. The Parties shall provide that, where such a licence is granted, the holder of the patent will be entitled to a cross-licence on reasonable terms to use the protected variety;

(b) where the holder of a patent concerning a biotechnological invention cannot exploit it without infringing a prior plant variety right, he/she may apply for a compulsory licence for

non-exclusive use of the plant variety protected by that right, subject to payment of an appropriate royalty. The Parties shall provide that, where such a licence is granted, the holder of the variety right will be entitled to a cross-licence on reasonable terms to use the protected invention.

12. Applicants for the licences referred to in paragraph 11 of this Article must demonstrate that:

(a) they have applied unsuccessfully to the holder of the patent or of the plant variety right to obtain a contractual licence;

(b) the plant variety or the invention constitutes significant technical progress of considerable economic interest compared with the invention claimed in the patent or the protected plant variety.

ARTICLE 212

Protection of data submitted to obtain an authorisation to put a medicinal product on the market

1. The Parties shall implement a comprehensive system to guarantee the confidentiality, non-disclosure and non-reliance of data submitted for the purpose of obtaining an authorisation to put a medicinal product on the market.

2. For that purpose, when a Party requires the submission of test data or studies concerning the safety and efficacy of a medicinal product prior to granting approval for the marketing of such product, the Party shall not, for a period of at least five years from the date of the first approval in that Party, permit other applicants to market the same or a similar product, on the basis of the marketing approval granted to the applicant which had provided the test data or studies, unless the applicant which had provided the test data or studies has given consent. During such period, the test data or studies submitted for the first approval will not be used for the benefit of any subsequent applicant aiming to obtain a marketing approval for a medicinal product, except when the consent of the first applicant is given.

ARTICLE 213

Data protection on plant protection products

1. The Parties shall determine safety and efficacy requirements before authorising the placing on the market of plant protection products.

2. The Parties shall recognise a temporary right to the owner of a test or study report submitted for the first time to achieve a marketing authorisation for a plant protection product. During such period, the test or study report will not be used for the benefit of any other person aiming to obtain a marketing authorisation for a plant protection product, except when the explicit consent of the first owner is given. This right will be hereinafter referred to as "data protection".

3. The Parties shall determine the conditions to be fulfilled by the test or study report.

4. The period of data protection should be at least 10 years starting from the date of the first authorisation in the Party concerned. The Parties may decide to provide an extension of the period of protection for low-risk plant protection products. In such a situation, the period can be extended to 13 years.

5. The Parties may decide that those periods shall be extended for each extension of authorisation for minor uses³³. In such a situation, the total period of data protection may in no case exceed 13 years or, for low-risk plant protection products, 15 years.

6. A test or study shall also be protected if it was necessary for the renewal or review of an authorisation. In those cases, the period for data protection shall be 30 months.

7. Rules to avoid duplicative testing on vertebrate animals will be laid down by the Parties. Any applicant intending to perform tests and studies involving vertebrate animals shall take the necessary measures to verify that those tests and studies have not already been performed or initiated.

8. A new applicant and the holder or holders of the relevant authorisations shall make every effort to ensure that they share tests and studies involving vertebrate animals. The costs of sharing the test and study reports shall be determined in a fair, transparent and non-discriminatory way. A new applicant is only required to share in the costs of information he/she is required to submit to meet the authorisation requirements.

9. Where the new applicant and the holder or holders of the relevant authorisations of plant protection products cannot reach agreement on the sharing of test and study reports involving vertebrate animals, the new applicant shall inform the Party.

10. Failure to reach agreement shall not prevent the Party concerned from using the test and study reports involving vertebrate animals for the purpose of the application of the new applicant.

11. The holder or holders of the relevant authorisation shall have a claim on the new applicant for a fair share of the costs incurred by him/her. The Party concerned may direct the parties involved to resolve the matter by formal and binding arbitration administered under national law.

Sub-section 6
Topographies of semi-conductor products

ARTICLE 214
Definition

For the purposes of this Sub-section:

(a) "semiconductor product" shall mean the final or an intermediate form of any product:

consisting of a body of material which includes a layer of semiconducting material; and having

³³ Minor use: use of a plant protection product in a particular Party on plants or plant products which are not widely grown in that particular Party or widely grown to meet an exceptional plant protection need.

one or more other layers composed of conducting, insulating or semiconducting material, the layers being arranged in accordance with a predetermined three-dimensional pattern; and intended to perform, exclusively or together with other functions, an electronic function;

(b) the "topography" of a semiconductor product shall mean a series of related images, however fixed or encoded;

representing the three-dimensional pattern of the layers of which a semiconductor product is composed; and in which series, each image has the pattern, or part of the pattern of a surface of the semiconductor product at any stage of its manufacture;

(c) "commercial exploitation" means the sale, rental, leasing or any other method of commercial distribution, or an offer for these purposes. However, for the purposes of Article 217 of this Agreement, commercial exploitation shall not include exploitation under conditions of confidentiality to the extent that no further distribution to third parties occurs.

ARTICLE 215

Requirements for protection

1. The Parties shall protect the topographies of semiconductor products by adopting legislative provisions conferring exclusive rights in accordance with the provisions of this Article.

2. The Parties shall provide for the protection of the topography of a semiconductor in so far as it satisfies the conditions that it is the result of its creator's own intellectual effort and is not commonplace in the semiconductor industry. Where the topography of a semiconductor product consists of elements that are commonplace in the semiconductor industry, it shall be protected only to the extent that the combination of such elements, taken as a whole, fulfils the abovementioned conditions.

ARTICLE 216

Exclusive rights

1. The exclusive rights referred to in Article 215(1) of this Agreement shall include the right to authorise or prohibit any of the following acts:

(a) reproduction of a topography in so far as it is protected under Article 215(2) of this Agreement;

(b) commercial exploitation or the importation for that purpose of a topography or of a semiconductor product manufactured by using the topography.

2. The exclusive rights referred to in paragraph 1 (a) of this Article shall not apply to reproduction for the purpose of analysing, evaluating or teaching the concepts, processes, systems or techniques embodied in the topography or the topography itself.

3. The exclusive rights referred to in paragraph 1 of this Article shall not extend to any such act in relation to a topography meeting the requirements of Article 215(2) of this Agreement

and created on the basis of an analysis and evaluation of another topography, carried out in conformity with paragraph 2 of this Article.

4. The exclusive rights to authorise or prohibit the acts specified in paragraph 1 (b) of this Article shall not apply to any such act committed after the topography or the semiconductor product has been lawfully put on the market.

ARTICLE 217 **Term of protection**

The exclusive rights shall amount to at least 10 years from when the topography is first commercially exploited anywhere in the world or, where registration is a condition for the coming into existence or continuing application of the exclusive rights, 10 years from the earlier of the following dates:

- (a) the end of the calendar year in which the topography is first commercially exploited anywhere in the world;
- (b) the end of the calendar year in which the application for registration has been filed in due form.

Sub-section 7 **Other provisions**

ARTICLE 218 **Plant varieties**

The Parties shall co-operate to promote and reinforce the protection of plant varieties rights in accordance with the International Convention for the Protection of New Varieties of Plants of 1961 as revised in Geneva on 10 November 1972, 23 October 1978 and 19 March 1991, including the optional exception to the breeder's right as referred to in Article 15.2 of the said Convention.

ARTICLE 219 **Genetic resources, traditional knowledge and folklore**

1. Subject to their domestic legislation, the Parties shall respect, preserve and maintain knowledge, innovations and practices of indigenous and local communities embodying traditional lifestyles relevant to the conservation and sustainable use of biological diversity, and promote their wider application with the involvement and approval of the holders of such knowledge, innovations and practices, and encourage equitable sharing of the benefits arising from the utilisation of such knowledge, innovations and practices.

2. The Parties recognise the importance of taking appropriate measures, subject to national legislation, to preserve traditional knowledge and agree to continue working towards the development of internationally agreed *sui generis* models for the legal protection of traditional knowledge.

3. The Parties agree that the intellectual property provisions of this Sub-section and the CBD shall be implemented in a mutually supportive way.

4. The Parties agree to regularly exchange views and information on relevant multilateral discussions.

Section 3

Enforcement of intellectual property rights

ARTICLE 220

General obligations

1. Both Parties reaffirm their commitments under the TRIPS Agreement and in particular its Part III, and shall provide for the following complementary measures, procedures and remedies necessary to ensure the enforcement of intellectual property rights³⁴. These measures, procedures and remedies shall be fair and equitable, and shall not be unnecessarily complicated or costly, or entail unreasonable time limits or unwarranted delays.

2. These measures and remedies shall also be effective, proportionate and dissuasive and shall be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

ARTICLE 221

Entitled applicants

1. The Parties shall recognise as persons entitled to seek application of the measures, procedures and remedies referred to in this Section and in Part III of the TRIPS Agreement:

(a) the holders of intellectual property rights in accordance with the provisions of the applicable law;

(b) all other persons authorised to use those rights, in particular licensees, in so far as permitted by and in accordance with the provisions of the applicable law;

(c) professional defence bodies which are regularly recognised as having a right to represent holders of intellectual property rights, in so far as permitted by and in accordance with the provisions of the applicable law.

2. The Parties may recognise as persons entitled to seek application of the measures, procedures and remedies referred to in this Section and in Part III of the TRIPS Agreement, intellectual property collective rights-management bodies which are regularly recognised as having a right to represent holders of intellectual property rights, in so far as permitted by and

³⁴ For the purposes of this Section, the notion of "intellectual property rights" should at least cover the following rights: copyright; rights related to copyright; *sui generis* right of a database maker; rights of the creator of the topographies of a semi conductor product; trademark rights; design rights; patent rights, including rights derived from supplementary protection certificates; geographical indications; utility model rights; plant variety rights; trade names in so far as these are protected as exclusive rights in the national law concerned.

in accordance with the provisions of the applicable law.

Sub-section 1
Civil measures, procedures and remedies

ARTICLE 222
Presumption of authorship or ownership

The Parties shall recognise that for the purposes of applying the measures, procedures and remedies provided for in this Agreement:

- (a) for the author of a literary or artistic work, in the absence of proof to the contrary, to be regarded as such, and consequently to be entitled to institute infringement proceedings, it shall be sufficient for his/her name to appear on the work in the usual manner;
- (b) the provision under point (a) of this Article shall apply *mutatis mutandis* to the holders of rights related to copyright with regard to their protected subject matter.

ARTICLE 223
Evidence

1. The judicial authorities of the Parties shall have the authority, where a party has presented reasonably available evidence sufficient to support its claims and has, in substantiating its claims, specified evidence which lies in the control of the opposing party, to order that this evidence be produced by the opposing party, subject to conditions which ensure the protection of confidential information.
2. Under the same conditions, the Parties shall take such measures as are necessary, in the case of an infringement of an intellectual property right committed on a commercial scale, to enable the competent judicial authorities to order, where appropriate and following an application, the communication of banking, financial or commercial documents under the control of the opposing party, subject to the protection of confidential information.

ARTICLE 224
Measures for preserving evidence

1. The Parties shall ensure that, even before the commencement of proceedings on the merits of the case, the competent judicial authorities may, on application by a party who has presented reasonably available evidence to support the claim that his/her intellectual property right has been infringed or is about to be infringed, order prompt and effective provisional measures to preserve relevant evidence in respect of the alleged infringement, subject to the protection of confidential information. Such measures may include the detailed description, with or without the taking of samples, or the physical seizure of the alleged infringing goods, and, in appropriate cases, the materials and implements used in the production and/or distribution of these goods and the documents relating thereto. Those measures shall be taken, if necessary without the other party being heard, in particular where any delay is likely to cause irreparable harm to the right-holder or where there is a demonstrable risk of evidence being destroyed.

2. The Parties shall ensure that the measures to preserve evidence are revoked or otherwise cease to have effect, upon request of the defendant, without prejudice to the damages which may be claimed, if the applicant does not institute, within a reasonable period, proceedings leading to a decision on the merits before the competent judicial authority.

ARTICLE 225 Right to information

1. The Parties shall ensure that, in the context of proceedings concerning an infringement of an intellectual property right and in response to a justified and proportionate request of the claimant, the competent judicial authorities may order that information on the origin and distribution networks of the goods or services which infringe an intellectual property right be provided by the infringer and/or any other person who:

- (a) was found in possession of the infringing goods on a commercial scale;
- (b) was found to be using the infringing services on a commercial scale;
- (c) was found to be providing on a commercial scale services used in infringing activities;

or

(d) was indicated by the person referred to in subparagraphs (a), (b) or (c) of this paragraph as being involved in the production, manufacture or distribution of the goods or the provision of the services.

2. The information referred to in paragraph 1 of this Article shall, as appropriate, comprise:

- (a) the names and addresses of the producers, manufacturers, distributors, suppliers and other previous holders of the goods or services, as well as the intended wholesalers and retailers;
- (b) information on the quantities produced, manufactured, delivered, received or ordered, as well as the price obtained for the goods or services in question.

3. Paragraphs 1 and 2 of this Article shall apply without prejudice to other statutory provisions which:

- (a) grant the right-holder rights to receive fuller information;
- (b) govern the use in civil or criminal proceedings of the information communicated pursuant to this Article;
- (c) govern responsibility for misuse of the right of information;
- (d) afford an opportunity for refusing to provide information which would force a person referred to in paragraph 1 of this Article to admit to his/her own participation or that of his/her close relatives in an infringement of an intellectual property right; or

(e) govern the protection of confidentiality of information sources or the processing of personal data.

ARTICLE 226

Provisional and precautionary measures

1. The Parties shall ensure that the judicial authorities may, at the request of the applicant, issue an interlocutory injunction intended to prevent any imminent infringement of an intellectual property right, or to forbid, on a provisional basis, and subject, where appropriate, to a recurring penalty payment where provided for by domestic law, the continuation of the alleged infringements of that right, or to make such continuation subject to the lodging of guarantees intended to ensure the compensation of the right-holder. An interlocutory injunction may also be issued, under the same conditions, against an intermediary whose services are being used by a third party to infringe an intellectual property right.

2. An interlocutory injunction may also be issued to order the seizure or delivery up of the goods suspected of infringing an intellectual property right so as to prevent their entry into or movement within the channels of commerce.

3. In the case of an infringement committed on a commercial scale, the Parties shall ensure that, if the applicant demonstrates circumstances likely to endanger the recovery of damages, the judicial authorities may order the precautionary seizure of the movable and immovable property of the alleged infringer, including the blocking of his/her bank accounts and other assets. To that end, the competent authorities may order the communication of bank, financial or commercial documents, or appropriate access to the relevant information.

4. The Parties shall ensure that the provisional measures referred to in paragraphs 1, 2 and 3 of this Article may, in appropriate cases, be taken without the defendant having been heard, in particular where any delay would cause irreparable harm to the right-holder. In that event, the Parties shall be so informed without delay after the execution of the measures at the latest. A review, including a right to be heard, shall take place upon request of the defendant with a view to deciding, within a reasonable time after notification of the measures, whether those measures shall be modified, revoked or confirmed.

5. The Parties shall ensure that the provisional measures referred to in paragraphs 1, 2 and 3 of this Article are revoked or otherwise cease to have effect, upon request of the defendant, if the applicant does not institute, within a reasonable period, proceedings leading to a decision on the merits of the case before the competent judicial authority.

6. Where the provisional measures are revoked or where they lapse due to any act or omission by the applicant, or where it is subsequently found that there has been no infringement or threat of infringement of an intellectual property right, the judicial authorities shall have the authority to order the applicant, upon request of the defendant, to provide the defendant appropriate compensation for any injury caused by those measures.

ARTICLE 227

Corrective measures

1. The Parties shall ensure that the competent judicial authorities may order, at the request of the applicant and without prejudice to any damages due to the right-holder by reason of the infringement, and without compensation of any sort, the recall from the channels of commerce, the definitive removal from the channels of commerce or the destruction of goods that they have found to be infringing an intellectual property right. If appropriate, the competent judicial authorities may also order destruction of materials and implements principally used in the creation or manufacture of those goods.

2. The judicial authorities shall order that those measures shall be carried out at the expense of the infringer, unless particular reasons are invoked for not doing so.

ARTICLE 228

Injunctions

The Parties shall ensure that, where a judicial decision is taken finding an infringement of an intellectual property right, the judicial authorities may issue against the infringer an injunction aimed at prohibiting the continuation of the infringement. Where provided for by domestic law, non-compliance with an injunction shall, where appropriate, be subject to a recurring penalty payment, with a view to ensuring compliance. The Parties shall also ensure that right-holders are in a position to apply for an injunction against intermediaries whose services are used by a third party to infringe an intellectual property right.

ARTICLE 229

Alternative measures

The Parties may provide that, in appropriate cases and at the request of the person liable to be subject to the measures provided for in Article 227 and/or Article 228 of this Agreement, the competent judicial authorities may order pecuniary compensation to be paid to the injured party instead of applying the measures provided for in Article 227 and/or Article 228 of this Agreement if that person acted unintentionally and without negligence, if execution of the measures in question would cause him disproportionate harm and if pecuniary compensation to the injured party appears reasonably satisfactory.

ARTICLE 230

Damages

1. The Parties shall ensure that when the judicial authorities set damages:

(a) they shall take into account all appropriate aspects, such as the negative economic consequences, including lost profits, which the injured party has suffered, any unfair profits made by the infringer and, in appropriate cases, elements other than economic factors, such as the moral prejudice caused to the right-holder by the infringement; or

(b) as an alternative to subparagraph (a) of this paragraph, they may, in appropriate cases, set the damages as a lump sum on the basis of elements such as at least the amount of royalties or fees which would have been due if the infringer had requested authorisation to use the intellectual property right in question.

2. Where the infringer did not knowingly, or with reasonable grounds to know, engage in infringing activity, the Parties may lay down that the judicial authorities may order in favour of the injured party the recovery of profits or the payment of damages which may be pre-established.

ARTICLE 231

Legal costs

The Parties shall ensure that reasonable and proportionate legal costs and other expenses incurred by the successful party shall as a general rule be borne by the unsuccessful party, unless this would be contrary to the principle of equity.

ARTICLE 232

Publication of judicial decisions

The Parties shall ensure that, in legal proceedings instituted for infringement of an intellectual property right, the judicial authorities may order, at the request of the applicant and at the expense of the infringer, appropriate measures for disseminating the information concerning the decision, including displaying the decision and publishing it in full or in part. The Parties may provide for other additional publicity measures which are appropriate to the particular circumstances, including prominent advertising.

ARTICLE 233

Administrative procedures

To the extent that any civil remedy can be ordered as a result of administrative procedures on the merits of a case, such procedures shall conform to principles equivalent in substance to those set forth in the relevant provisions of this Sub-section.

Sub-section 2

Liability of intermediary service providers

ARTICLE 234

Use of intermediaries' services

Both Parties recognise that the services of intermediaries may be used by third parties for infringement-related activities. To ensure the free movement of information services and at the same time enforce intellectual property rights in the digital environment, each Party shall provide for the measures set out in this Sub-section in respect of intermediary service providers. This Sub-section only applies to liability that could result from infringements in the field of intellectual property rights, in particular copyright³⁵.

³⁵ The exemptions from liability established in this Article cover only cases where the activity of the information society service provider is limited to the technical process of operating and giving access to a communication network over which information made available by third parties is transmitted or temporarily stored, for the sole purpose of making the transmission more efficient; this activity is of a mere technical, automatic and passive nature, which implies that

ARTICLE 235

Liability of intermediary service providers: "Mere conduit"

1. Where an information society service that is provided consists of the transmission in a communication network of information provided by a recipient of the service, or the provision of access to a communication network, the Parties shall ensure that the service provider is not liable for the information transmitted, on condition that the provider:

- (a) does not initiate the transmission;
- (b) does not select the receiver of the transmission; and
- (c) does not select or modify the information contained in the transmission.

2. The acts of transmission and of provision of access referred to in paragraph 1 of this Article include the automatic, intermediate and transient storage of the information transmitted in so far as this takes place for the sole purpose of carrying out the transmission in the communication network, and provided that the information is not stored for any period longer than is reasonably necessary for such transmission.

3. This Article shall not affect the possibility for a court or administrative authority, in accordance with the Parties legal systems, to require the service provider to terminate or prevent an infringement.

ARTICLE 236

Liability of intermediary service providers: "Caching"

1. Where an information society service that is provided consists of the transmission in a communication network of information provided by a recipient of the service, the Parties shall ensure that the service provider is not liable for the automatic, intermediate and temporary storage of that information, performed for the sole purpose of making more efficient the information's onward transmission to other recipients of the service at their request, on condition that:

- (a) the provider does not modify the information;
- (b) the provider complies with conditions on access to the information;
- (c) the provider complies with rules regarding the updating of the information, specified in a manner widely recognised and used by industry;
- (d) the provider does not interfere with the lawful use of technology, widely recognised and used by industry, to obtain data on the use of the information; and

the information society service provider has neither knowledge of nor control over the information which is transmitted or stored.

(e) the provider acts expeditiously to remove or to disable access to the information it has stored upon obtaining actual knowledge of the fact that the information at the initial source of the transmission has been removed from the network, or access to it has been disabled, or that a court or an administrative authority has ordered such removal or disablement.

2. This Article shall not affect the possibility for a court or administrative authority, in accordance with Parties' legal systems, of requiring the service provider to terminate or prevent an infringement.

ARTICLE 237

Liability of intermediary service providers: "Hosting"

1. Where an information society service is provided that consists of the storage of information provided by a recipient of the service, the Parties shall ensure that the service provider is not liable for the information stored at the request of a recipient of the service, on condition that:

(a) the provider does not have actual knowledge of illegal activity or information and, as regards claims for damages, is not aware of facts or circumstances from which the illegal activity or information is apparent; or

(b) the provider, upon obtaining such knowledge or awareness, acts expeditiously to remove or to disable access to the information.

2. Paragraph 1 of this Article shall not apply when the recipient of the service is acting under the authority or the control of the provider.

3. This Article shall not affect the possibility for a court or administrative authority, in accordance with the Parties' legal systems, to require the service provider to terminate or prevent an infringement, nor does it affect the possibility of the Parties establishing procedures governing the removal or disablement of access to information.

ARTICLE 238

No general obligation to monitor

1. The Parties shall not impose, on providers of services covered by Articles 235, 236 and 237 of this Agreement, a general obligation to monitor the information which they transmit or store, nor a general obligation to actively seek facts or circumstances indicating illegal activity.

2. The Parties may establish obligations for information society service providers promptly to inform the competent public authorities of alleged illegal activities undertaken or information provided by recipients of their service or obligations to communicate to the competent authorities, at their request, information enabling the identification of recipients of their service with whom they have storage agreements.

Other provisions

ARTICLE 239

Border measures

1. For the purposes of this provision, "goods infringing an intellectual property right" means:

(a) "counterfeit goods", namely:

(i) goods, including packaging, bearing without authorisation a trade mark which is identical to a trade mark duly registered in respect of the same type of goods, or which cannot be distinguished in its essential aspects from such a trade mark, and which thereby infringes the trade mark holder's rights;

(ii) any trade mark symbol (logo, label, sticker, brochure, instructions for use or guarantee document), even if presented separately, on the same conditions as apply to the goods referred to in subparagraph (i);

(iii) packaging materials bearing the trade marks of counterfeit goods, presented separately, on the same conditions as apply to the goods referred to in subparagraph (i);

(b) "pirated goods", namely goods which are or contain copies made without the consent of the holder, or of a person duly authorised by the holder in the country of production, of a copyright or related right or design right, regardless of whether it is registered in domestic law;

(c) goods which, according to the law of the Party in which the application for customs action is made, infringe:

(i) a patent;

(ii) a supplementary protection certificate;

(iii) a plant variety right;

(iv) a design;

(v) a geographical indication.

2. The Parties shall, unless otherwise provided for in this Sub-section, adopt procedures³⁶ to enable a right-holder who has valid grounds for suspecting that the importation, exportation, re-exportation, entry into or exit from the customs territory, placement under a suspensive procedure or placement in a free zone or a free warehouse of goods infringing an intellectual property right may take place, to lodge an application in writing with the competent authorities, administrative or judicial, for suspension by the customs authorities of the release into free circulation or the detention of such goods.

3. The Parties shall provide that when the customs authorities, in the course of their actions

³⁶ It is understood that there shall be no obligation to apply such procedures to imports of goods put on the market in another country by or with the consent of the right-holder.

and before an application has been lodged by a right-holder or granted, have sufficient grounds for suspecting that goods infringe an intellectual property right, they may suspend the release of the goods or detain them in order to enable the right-holder to submit an application for action in accordance with the previous paragraph.

4. Any rights or duties established in Section 4 of Part III of the TRIPS Agreement concerning the importer shall be also applicable to the exporter or to the holder of the goods.

5. The Parties shall cooperate with a view to the provision of technical assistance and capacity-building for the implementation of this Article.

ARTICLE 240

Codes of conduct and forensic cooperation

The Parties shall encourage:

(a) the development by trade or professional associations or organisations of codes of conduct aimed at contributing towards the enforcement of intellectual property rights;

(b) the submission to the competent authorities of the Parties of draft codes of conduct and of any evaluations of the application of these codes of conduct.

ARTICLE 241

Cooperation

1. The Parties agree to cooperate with a view to supporting implementation of the commitments and obligations undertaken under this Chapter.

2. Subject to the provisions of Title V (Economic and Sector Co-operation) and in line with the provisions of Title VI (Financial Co-operation, with Anti-Fraud Provisions) of this Agreement, areas of co-operation include, but are not limited to, the following activities:

(a) exchange of information on the legal framework concerning intellectual property rights and relevant rules of protection and enforcement;

(b) exchange of experiences in the United Kingdom and Ukraine concerning enforcement of intellectual property rights;

(c) exchange of experiences in the United Kingdom and Ukraine concerning central and sub-central enforcement by customs, police, administrative and judiciary bodies; co-ordination to prevent exports of counterfeit goods, including with other countries;

(d) capacity-building; exchange and training of personnel;

(e) promotion and dissemination of information on intellectual property rights in, *inter alia*, business circles and civil society; public awareness of consumers and right-holders;

(f) enhancement of institutional co-operation, for example between intellectual property

offices;

(g) actively promoting awareness and education of the general public about intellectual property rights policies; formulating effective strategies to identify key audiences and creating communication programmes to increase consumer and media awareness of the impact of intellectual property violations, including the risk to health and safety and the connection with organised crime.

3. Without prejudice and as a complement to paragraphs 1 and 2 of this Article, the Parties agree to maintain an effective dialogue on intellectual property issues ("IP Dialogue"), which will report to the Trade Committee, to address topics relevant to the protection and enforcement of intellectual property rights covered by this Chapter, and also any other relevant issue.

CHAPTER 10 Competition

Section 1 Antitrust and mergers

ARTICLE 242 Definitions

For the purposes of this Section:

1. "competition authority" means:

- (a) for the UK, the Competition and Markets Authority (CMA) and
- (b) for Ukraine the Anti-monopoly Committee of Ukraine.

2. "competition laws" means:

(a) for the United Kingdom, The Competition Act 1998 (c.41), and Part 3 and Schedules 7, 8 and 10 to the Enterprise Act 2002 (c.40);

(b) for Ukraine, Law N° 2210-III of 11 January 2001 (with amendments) and its implementing regulations and amendments. In the event of conflict between a provision of Law N° 2210-III and another substantive provision on competition, Ukraine shall ensure that the former shall prevail to the extent of the conflict; as well as

(c) any changes that the abovementioned instruments may undergo after the entry into force of this Agreement.

3. Terms used in this Section are further explained in Annex XVIII.

ARTICLE 243 Principles

The Parties recognise the importance of free and undistorted competition in their trade relations.

The Parties acknowledge that anti-competitive business practices and transactions have the potential to distort the proper functioning of markets and generally undermine the benefits of trade liberalisation. They therefore agree that the following practices and transactions, as specified in their respective competition laws, are inconsistent with this Agreement, in so far as they may affect trade between the Parties:

- (a) agreements, concerted practices and decisions by associations of undertakings, which have the object or effect of impeding, restricting, distorting or substantially lessening competition in the territory of either Party;
- (b) the abuse by one or more undertakings of a dominant position in the territory of either Party; or;
- (c) concentrations between undertakings, which result in monopolization or a substantial restriction of competition in the market in the territory of either Party.

ARTICLE 244

Implementation

1. Ukraine and the United Kingdom shall maintain competition laws which effectively address the practices and transactions referred to in Article 243(a) (b) and (c).
2. The Parties shall maintain authorities responsible, and appropriately equipped, for the effective enforcement of the competition laws set out in paragraph 1 of this Article.
3. The Parties recognise the importance of applying their respective competition laws in a transparent, timely and non-discriminatory manner, respecting the principles of procedural fairness and rights of defence. Each Party in particular shall ensure that:
 - (a) before a competition authority of one of the Parties imposes a sanction or remedy against any natural or legal person for violating its competition law, it affords the person the right to be heard and to present evidence within a reasonable time to be defined in the respective competition laws of the Parties after it has communicated to the natural or legal person concerned its provisional conclusions as to the existence of the violation; and
 - (b) a court or other independent tribunal established under that Party's laws imposes or, at the person's request, reviews any such sanction or remedy.
4. Upon request of a Party, each Party shall make available to the other Party public information concerning enforcement activities of its competition laws and legislation related to the obligations covered by this Section.
5. The competition authority shall adopt and publish a document explaining the principles to be used in the setting of any pecuniary sanctions imposed for infringements of the competition laws.
6. The competition authority shall adopt and publish a document explaining the principles used in the assessment of horizontal mergers.

ARTICLE 245

Public enterprises and enterprises entrusted with special or exclusive rights

1. With respect to public enterprises and enterprises entrusted with special or exclusive rights:
 - (a) neither Party shall enact or maintain in force any measure contrary to the principles contained in Articles 243 and Article 246(1) of this Agreement; and
 - (b) the Parties shall ensure that such enterprises are subject to the competition laws referred to in Article 242(2) of this Agreement insofar as the application of the above-mentioned competition laws and principles does not obstruct the performance, in law or in fact, of the particular tasks assigned to the enterprises in question.
2. Nothing in the previous paragraph shall be construed as preventing a Party from establishing or maintaining a public enterprise, entrusting enterprises with special or exclusive rights or maintaining such rights.

ARTICLE 246

State monopolies

1. Each Party shall ensure that the operations of state monopolies of a commercial character do not constitute or give rise to discriminatory measures regarding the conditions under which goods are procured and marketed between natural and legal persons of the Parties.
2. Nothing in this Article shall prejudice the rights and obligations of the Parties under Chapter 8 (Public Procurement) of Title IV of this Agreement.
3. Nothing in paragraph 1 shall be construed as preventing a Party from establishing or maintaining a state monopoly.

ARTICLE 247

Exchange of information and enforcement cooperation

1. The Parties recognise the importance of co-operation and co-ordination between their respective competition authorities to further enhance effective competition law enforcement, and to fulfil the objectives of this Agreement through the promotion of competition and the curtailment of anti-competitive business conduct or anti-competitive transactions.
2. To this end, the competition authority of a Party may inform the competition authority of the other Party of its willingness to cooperate with respect to enforcement activity. This cooperation shall not prevent the Parties from taking independent decisions.
3. With a view to facilitating the effective application of their respective competition laws, the competition authorities of the Parties may exchange information including on legislation and enforcement activities, within the limits imposed by their respective legislations and taking into account their essential interests.

ARTICLE 248
Consultations

1. Each Party shall, at the request of the other Party, enter into consultations regarding representations made by the other Party, to foster mutual understanding or to address specific matters that arise under this Section. The requesting Party shall indicate how the matter affects trade between the Parties.
2. The Parties shall promptly discuss, at the request of either Party, any questions arising from the interpretation or application of this Section.
3. To facilitate discussion of the matter that is the subject of the consultations, each Party shall endeavour to provide relevant non-confidential information to the other Party, within the limits imposed by their respective legislations and taking into account their essential interests.

ARTICLE 249

No Party may have recourse to dispute settlement under Chapter 14 (Dispute Settlement) of Title IV of this Agreement with respect to any issue arising under this Section.

Section 2
State Aid

ARTICLE 250
General principles

1. Any aid granted by Ukraine or the United Kingdom through state resources which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods is incompatible with the proper functioning of this Agreement in so far as it may affect trade between the Parties.

Terms used in this Section are further explained in Annex XVIII.

ARTICLE 251
Transparency

1. Each Party shall ensure transparency in the area of state aid. To this end, each Party shall notify annually to the other Party the total amount, types and the sectoral distribution of state aid which may affect trade between the Parties. Respective notifications should contain information concerning the objective, form, the amount or budget, the granting authority and where possible the recipient of the aid. For the purposes of this Article, any aid below the threshold of EUR 200.000 per undertaking over a period of three years does not need to be notified. Such notification is deemed to have been provided if it is sent to the other Party, or if the relevant information is made available on a publicly accessible internet website, by 31 December of the subsequent calendar year.

2. Upon request by a Party, the other Party shall provide further information on any state aid scheme and particular individual cases of state aid affecting trade between the Parties. The Parties shall exchange this information taking into account the limitations imposed by the requirements of professional and business secrecy.

3. The Parties shall ensure that financial relations between public authorities and public undertakings are transparent, so that the following emerge clearly:

(a) public funds made available directly or indirectly (for example through the intermediary of public undertakings or financial institutions) by public authorities to the public undertakings concerned;

(b) the use to which these public funds are actually put into.

4. The Parties shall moreover ensure that the financial and organisational structure of any undertaking that enjoys a special or exclusive right granted by Ukraine or the United Kingdom or is entrusted with the operation of a service of general economic interest, that receives public service compensation in any form whatsoever in relation to such service, is correctly reflected in separate accounts, so that the following emerge clearly:

(a) the costs and revenues associated with all products or services in respect of which a special or exclusive right is granted to an undertaking or all services of general economic interest with which an undertaking is entrusted and, on the other hand, each other separate product or service in respect of which the undertaking is active;

(b) full details of the methods by which costs and revenues are assigned or allocated to different activities. These methods shall operate on the basis of accounting principles of causality, objectivity, transparency and consistency, according to internationally recognised accounting methodologies such as activity based costing, and be based on audited data.

ARTICLE 252

Interpretation

Any practices contrary to this section shall be assessed by the Parties in accordance with their own domestic legislation.

ARTICLE 253

Relationship with WTO

These provisions are without prejudice to the right of the Parties to apply trade remedies or other appropriate action against a subsidy or have recourse to dispute settlement in accordance with the relevant WTO provisions.

ARTICLE 254

Scope

The provisions of this Section shall apply to goods and to those services which have been listed

in Annex XII to Chapter 6 (Establishment, Trade in Services and Electronic Commerce) of Title IV of this Agreement, in accordance with the mutually agreed decision on market access, with the exception of subsidies to products covered by Annex 1 to the WTO Agreement on Agriculture and other subsidies covered by the Agreement on Agriculture.

CHAPTER 11 TRADE-RELATED ENERGY

ARTICLE 255 Definitions

For the purposes of this Chapter, and without prejudice to the provisions set out in Chapter 5 (Customs and Trade Facilitation) of Title IV of this Agreement:

1. "energy goods" means natural gas (HS code 27.11), electrical energy (HS code 27.16) and crude oil (HS code: 27.09);
2. "fixed infrastructure" means any transmission or distribution network, Liquefied Natural Gas facility and storage facility, as defined in Directive 2003/54/EC of the European Parliament and of the Council of 26 June 2003 concerning common rules for the internal market in electricity (hereinafter referred to as "Directive 2003/54/EC") and Directive 2003/55/EC of the European Parliament and of the Council of 26 June 2003 concerning common rules for the internal market in natural gas (hereinafter referred to as "Directive 2003/55/EC");
3. "transit" means transit, as described in Chapter 5 (Customs and Trade Facilitation) of Title IV of this Agreement, of energy goods through a fixed infrastructure or oil pipeline;
4. "transport" means transmission and distribution, as defined in Directive 2003/54/EC and Directive 2003/55/EC, and the carriage or conveyance of oil through pipelines;
5. "unauthorised taking" means any activity consisting in unlawful taking of energy goods from fixed infrastructure.

ARTICLE 256 Domestic regulated prices

1. The price for the supply of gas and electricity to industrial consumers shall be determined solely by supply and demand.
2. By way of derogation from paragraph 1 of this Article, the Parties may impose in the general economic interest an obligation on undertakings which relates to the price of supply of gas and electricity, (hereinafter referred to as "regulated price").
3. The Parties shall ensure that this obligation is clearly defined, transparent, proportionate, non-discriminatory, verifiable and of limited duration. In applying this obligation, the Parties shall also guarantee equality of access to consumers for other undertakings.
4. Where the price, at which gas and electricity are sold on the domestic market, is regulated,

the Party concerned shall ensure that the methodology underlying the calculation of the regulated price is published prior to the entry into force of the regulated price.

ARTICLE 257

Prohibition of dual pricing

1. Without prejudice to the possibility to impose domestic regulated prices consistently with paragraphs 2 and 3 of Article 256 of this Agreement, neither Party or a regulatory authority thereof, shall adopt or maintain a measure resulting in a higher price for exports of energy goods to the other Party than the price charged for such goods when intended for domestic consumption.

2. The exporting Party shall at the request of the other Party provide evidence that a different price for the same energy goods sold on the domestic market and for export does not result from a measure prohibited by paragraph 1 of this Article.

ARTICLE 258

Customs duties and quantitative restrictions

1. Customs duties and quantitative restrictions on the import and export of energy goods and all measures having equivalent effect shall be prohibited between the Parties. This prohibition shall also apply to customs duties of a fiscal nature.

2. Paragraph 1 shall not preclude quantitative restrictions or measures having equivalent effect, justified on grounds of public policy or public security; protection of human, animal or plant life or health, or the protection of industrial and commercial property. Such restrictions or measures shall not, however, constitute a means of arbitrary discrimination or a disguised restriction on trade between the Parties.

ARTICLE 259

Transit

The Parties shall take the necessary measures to facilitate transit, consistent with the principle of freedom of transit, and in accordance with Article V.2, V.4 and V.5 of GATT 1994 and Articles 7.1 and 7.3 of the Energy Charter Treaty of 1994, which are incorporated into and made part of this Agreement.

ARTICLE 260

Transport

As regards transport of electricity and gas, and in particular third-party access to fixed infrastructure, the Parties shall adapt their legislation in order to ensure that the tariffs, published prior to their entry into force, the capacity allocation procedures and all other conditions are objective, reasonable and transparent and shall not discriminate on the basis of origin, ownership or destination of the electricity or gas.

ARTICLE 261

Cooperation on infrastructure

The Parties shall endeavour to facilitate the use of gas transmission infrastructure and gas storage facilities and shall consult or coordinate, as appropriate, with each other on infrastructure developments. The Parties shall cooperate on matters related to trade in natural gas, sustainability and security of supply.

With a view to further integrate markets of energy goods, each Party shall take into account the energy networks and capacities of the other Party when developing policy documents regarding demand and supply scenarios, interconnections, energy strategies and infrastructure development plans.

ARTICLE 262

Unauthorised taking of energy goods

Each Party shall take all necessary measures to prohibit and address the unauthorised taking of energy goods transited or transported through its area.

ARTICLE 263

Interruption

1. Each Party shall ensure that transmission system operators take the necessary measures to:

- (a) minimise the risk of accidental interruption, reduction or stoppage of transit and transport;
- (b) expeditiously restore the normal operation of such transit or transport, which has been accidentally interrupted, reduced or stopped.

2. A Party through whose territory energy goods transit or are transported shall not, in the event of a dispute over any matter involving the Parties or one or more entities subject to the control or jurisdiction of one of the Parties, interrupt or reduce, permit any entity subject to its control or jurisdiction, including a state trading enterprise, to interrupt or reduce, or require any entity subject to its jurisdiction to interrupt or reduce the existing transport or transit of energy goods, except where this is specifically provided for in a contract or other agreement governing such transit or transport, prior to the conclusion of a dispute resolution procedure under the relevant contract.

3. The Parties agree that a Party shall not be held liable for an interruption or reduction pursuant to this Article where that Party is in an impossibility to supply, transit or transport energy goods as a result of actions attributable to a third country or an entity under the control or jurisdiction of a third country.

ARTICLE 264

Regulatory authority for electricity and gas

1. A regulatory authority shall be legally distinct and functionally independent from any public or private entity, and sufficiently empowered to ensure effective competition and the efficient functioning of the market.
2. The decisions of and the procedures used by a regulatory authority shall be impartial with respect to all market participants.
3. An operator affected by any decision of a regulatory authority shall have the right to appeal against that decision to an appeal body which is independent of the parties involved. Where the appeal body is not judicial in character, written reasons for its decision shall always be given and its decisions shall also be subject to review by an impartial and independent judicial authority. Decisions taken by appeal bodies shall be effectively enforced.

ARTICLE 265

Access to and exercise of the activities of prospecting, exploring for and producing hydrocarbons

1. Each Party has, in accordance with international law including the United Nations Convention on the Law of the Sea of 1982, full sovereignty over hydrocarbon resources located in its territory as well as in its archipelagic and territorial waters in addition to sovereign rights for the purposes of exploring and exploiting hydrocarbon resources located in its exclusive economic zone and continental shelf.
2. Each Party retains the right to determine the areas within its territory as well as in its archipelagic and territorial waters, exclusive economic zone and continental shelf to be made available for the exercise of the activities of prospecting, exploring for and producing hydrocarbons.
3. Whenever an area is made available for the exercise of these activities, each Party shall ensure that entities, as regards access to and exercise of these activities, are treated on an equal basis.
4. Each Party may require an entity, which has been granted an authorisation for the exercise of the activities of prospecting, exploring for and producing hydrocarbons, to pay a financial contribution or a contribution in hydrocarbons. The detailed arrangements of such contribution shall be fixed in such a way so as not to interfere in the management process and decision-making of entities.

ARTICLE 266

Licensing and licensing conditions

1. Parties shall take the necessary measures to ensure that licences, through which an entity

is entitled to exercise, on its own behalf and at its own risk, the right to prospect or explore for or produce hydrocarbons in a geographical area, are granted following a published procedure and invite potentially interested applicants to submit applications by means of a notice.

2. The notice shall specify the type of licence, the relevant geographical area or part thereof and the proposed date or time limit for granting a licence.

3. Article 100 and Article 101 of this Agreement shall apply to the licensing conditions and the licensing authorisation procedure.

CHAPTER 12

Transparency

ARTICLE 267

Definitions

For the purposes of this Chapter:

1. "Measures of general application" include laws, regulations, judicial decisions, procedures and administrative rulings of general application and any other general or abstract act, interpretation or other requirement that may have an impact on any matter covered by this Agreement. It does not include a ruling that applies to a particular person; and

2. "Interested person" means any natural or legal person that may be subject to any rights or duties under measures of general application, within the meaning of Article 268 of this Agreement.

ARTICLE 268

Objective and scope

1. Cognisant of the impact which their respective regulatory environment may have on trade between them, the Parties shall establish and maintain an effective and predictable regulatory environment for economic operators doing business in their territory, especially small ones, due account being taken of the requirements of legal certainty and proportionality.

2. The Parties, reaffirming their respective commitments under the WTO Agreement hereby lay down clarifications and improved arrangements for transparency, consultation, and better administration of measures of general application, insofar as these may have an impact on any matter covered by this Agreement.

ARTICLE 269

Publication

1. Each Party shall ensure that measures of general application:

(a) are promptly published or are otherwise made readily available to interested persons, in a non-discriminatory manner, via an officially designated medium, and where feasible and possible, electronic means, in such manner as to enable interested persons and the other Party to become acquainted with them;

(b) provide an explanation of the objective of and rationale for such measure; and

(c) allow for sufficient time between publication and entry into force of such measure except where this is not possible because of an emergency.

2. Each Party shall:

(a) endeavour to publish in advance any proposal to adopt or amend any measure of general application, including an explanation of the objective of and rationale for the proposal;

(b) provide reasonable opportunities for interested persons to comment on such proposed measure, allowing, in particular, for sufficient time for such opportunities; and

(c) endeavour to take into account the comments received from interested persons with respect to such proposed measure.

ARTICLE 270

Enquiries and contact points

1. Each Party shall maintain or establish appropriate mechanisms for responding to enquiries from any interested person regarding any measures of general application which are proposed or in force, and how they would be applied in general.

In particular, in order to facilitate communication between the Parties on any matter covered by this Agreement, each Party shall designate a contact point. Upon request of either Party, the contact point shall indicate the office or official responsible for the matter and shall provide the required support to facilitate communication with the requesting Party.

Enquiries may be addressed through such mechanisms established under this Agreement.

2. The Parties recognise that a response as provided for in paragraph 1 of this Article may not be definitive or legally binding but will be for information purposes only, unless otherwise provided in the internal law and regulations of the Parties.

3. Upon request by the other Party, a Party shall promptly provide information and respond to questions pertaining to any actual or proposed measure of general application that the requesting Party considers might affect the implementation of this Agreement, regardless of whether the requesting Party has been previously notified of that measure.

4. Each Party shall maintain or establish appropriate mechanisms for interested persons tasked with seeking to effectively resolve problems for interested persons of the other Party that may arise from the application of any measures of general application and administrative proceedings as mentioned in Article 271 of this Agreement. Such mechanisms should be easily

accessible, time-bound, result-oriented, and transparent. They shall be without prejudice to any appeal or review procedures which the Parties establish or maintain. They shall also be without prejudice to the Parties' rights and obligations under Chapter 14 (Dispute Settlement) and Chapter 15 (Mediation) of Title IV of this Agreement.

ARTICLE 271

Administrative proceedings

Each Party shall administer in a consistent, impartial, and reasonable manner all measures of general application referred to in Article 267 of this Agreement. To this end, in applying those measures to particular persons, goods, services or establishments of the other Party in specific cases, each Party shall:

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

ARTICLE 272

Review and appeal

1. Each Party shall establish or maintain courts or other independent tribunals, including, where relevant, quasi-judicial or administrative tribunals, or procedures for the purpose of the prompt review and, where warranted, correction of administrative action in areas covered by this Agreement. Such courts, tribunals or procedures shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.
2. Each Party shall ensure that, in any such courts, tribunals or procedures, the parties to the proceeding are provided with the right to:
 - (a) a reasonable opportunity to support or defend their respective positions; and
 - (b) a decision based on the evidence and submissions of record or, where required by the Party's law, the record compiled by the administrative authority.
3. Subject to appeal or further review as provided in its domestic law, each Party shall ensure, that such decision shall be implemented by, and shall govern the practice of, the office or authority competent with respect to the administrative action at issue.

ARTICLE 273

Regulatory quality and performance and good administrative behaviour

1. The Parties agree to cooperate in promoting regulatory quality and performance, including through exchange of information and best practices on their respective regulatory reform processes and regulatory impact assessments.
2. The Parties subscribe to the principles of good administrative behaviour, and agree to cooperate in promoting them, including through exchange of information and best practices.

ARTICLE 274

Non-discrimination

Each Party shall apply to interested persons of the other Party transparency standards no less favourable than those accorded to its own interested persons.

CHAPTER 13

Trade and sustainable development

ARTICLE 275

Context and objectives

1. The Parties recall Agenda 21 on Environment and Development of 1992, the Johannesburg Plan of Implementation on Sustainable Development of 2002 and the internationally agreed policy agendas in the employment and social policy fields, in particular the International Labour Organization (hereinafter referred to as the "ILO") Decent Work Agenda and the 2006 Ministerial declaration of the UN Economic and Social Council on Full Employment and Decent Work. The Parties reaffirm their commitment to promoting the development of international trade, in such a way as to contribute to the objective of sustainable development and to ensuring that this objective is integrated and reflected at every level of their trade relationship.
2. To this end, the Parties recognise the importance of taking fully into account the economic, social and environmental best interests of not only their respective populations, but also future generations and shall ensure that economic development, environmental and social policies are mutually supportive.

ARTICLE 276

Right to regulate

1. Recognising the right of the Parties to establish and regulate their own levels of domestic environmental and labour protection and sustainable development policies and priorities, in line with relevant internationally recognised principles and agreements, and to adopt or modify their legislation accordingly, the Parties shall ensure that their legislation provides for high levels of environmental and labour protection and shall strive to continue to improve that legislation.

ARTICLE 277

Multilateral labour standards and agreements

1. The Parties recognise full and productive employment and decent work for all as key elements for trade in the context of globalisation. The Parties reaffirm their commitments to promote the development of trade in a way that is conducive to full and productive employment and decent work for all, including men, women and young people.
2. The Parties shall promote and implement in their laws and practices the internationally recognised core labour standards, namely:
 - (a) the freedom of association and the effective recognition of the right to collective bargaining;
 - (b) elimination of all forms of forced or compulsory labour;
 - (c) effective abolition of child labour; and
 - (d) elimination of discrimination in respect of employment and occupation.
3. The Parties reaffirm their commitment to effectively implement the fundamental and priority ILO Conventions that they have ratified, and the ILO 1998 Declaration on Fundamental Rights and Principles at Work. The Parties will also consider ratification and implementation of other ILO Conventions that are classified as up to date by the ILO.
4. The Parties stress that labour standards should not be used for protectionist trade purposes. The Parties note that their comparative advantage should in no way be called into question.

ARTICLE 278

Multilateral environmental agreements

1. The Parties recognise the value of international environmental governance and agreements as a response of the international community to global or regional environmental problems.
2. The Parties reaffirm their commitment to the effective implementation in their laws and practices of the multilateral environmental agreements to which they are party.
3. Nothing in this Agreement shall limit the rights of a Party to adopt or maintain measures to implement the multilateral environmental agreements to which it is a Party. Such measures shall not be applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between the Parties or a disguised restriction on trade.
4. The Parties shall ensure that environmental policy shall be based on the precautionary principle and on the principles that preventive action should be taken, that environmental damage should as a priority be rectified at source and that the polluter should pay.
5. The Parties shall cooperate in order to promote the prudent and rational utilisation of

natural resources in accordance with the objective of sustainable development with a view to strengthening the links between the Parties' trade and environmental policies and practices.

ARTICLE 279

Trade favouring sustainable development

1. The Parties reaffirm that trade should promote sustainable development in all its dimensions. The Parties recognise the beneficial role that core labour standards and decent work can have on economic efficiency, innovation and productivity, and they highlight the value of greater coherence between trade policies, on the one hand, and employment and social policies on the other.
2. The Parties shall strive to facilitate and promote trade and foreign direct investment in environmental goods, services and technologies, sustainable renewable-energy and energy-efficient products and services, and eco-labelled goods, including through addressing related non-tariff barriers.
3. The Parties shall strive to facilitate trade in products that contribute to sustainable development, including products that are the subject of schemes such as fair and ethical trade schemes, as well as those respecting corporate social responsibility and accountability principles.

ARTICLE 280

Trade in forest products

In order to promote the sustainable management of forest resources, the Parties commit to work together to improve forest law enforcement and governance and promote trade in legal and sustainable forest products.

ARTICLE 281

Trade in fish products

Taking into account the importance of ensuring responsible management of fish stocks in a sustainable manner as well as promoting good governance in trade, the Parties undertake to work together by:

- (a) taking effective measures to monitor and control fish and other aquatic resources;
- (b) ensuring full compliance with applicable conservation and control measures, adopted by Regional Fisheries Management Organisations as well as cooperating with and within Regional Fisheries Management Organisations as widely as possible; and
- (c) introducing *inter alia* trade measures to combat illegal, unreported and unregulated fishing.

ARTICLE 282

Upholding levels of protection

1. A Party shall not fail to effectively enforce its environmental and labour laws, through a sustained or recurring course of action or inaction, in a manner affecting trade or investment between the Parties.

2. A Party shall not weaken or reduce the environmental or labour protection afforded by its laws to encourage trade or investment, by waiving or otherwise derogating from, or offering to waive or otherwise derogate from, its laws, regulations or standards, in a manner affecting trade or investment between the Parties.

ARTICLE 283
Scientific information

The Parties recognise the importance, when preparing, adopting and implementing measures aimed at protecting the environment, public health and social conditions that affect trade between the Parties, of taking account of scientific and technical information, and relevant international standards, guidelines or recommendations.

ARTICLE 284
Review of sustainability impacts

The Parties commit to reviewing, monitoring and assessing the impact of the implementation of this Title on sustainable development through their respective participative processes and institutions, as well as those set up under this Agreement, for instance, through trade-related sustainability impact assessments.

ARTICLE 285
Civil society institutions

1. Each Party shall designate and convene a new or existing Advisory Group on sustainable development with the task of advising on the implementation of this Chapter.

2. The Advisory Group comprises independent representative organisations of civil society in a balanced representation of employers and workers organisations, non-governmental organisations as well as other relevant stakeholders.

3. Members of the Advisory Group of each Party will meet at an open Civil Society Forum in order to conduct a dialogue encompassing sustainable development aspects of trade relations between the Parties. The Civil Society Forum will meet once a year unless otherwise agreed by the Parties. The Parties shall agree on the operation of the Civil Society Forum no later than one year after the entry into force of this Agreement.

4. The Parties shall inform the Civil Society Forum on progress in implementation of this Chapter. The views, opinions or suggestions of the Civil Society Forum can be submitted to the Parties directly or through the Advisory Groups.

ARTICLE 286

Institutional and monitoring mechanisms

1. The Trade and Sustainable Development Sub-Committee is hereby established. It shall report on its activities to the Strategic Partnership Dialogue established under 402(3) of this Agreement. The Trade and Sustainable Development Sub-Committee shall comprise of senior officials from within the administrations of each Party. It shall oversee the implementation of this Chapter, including the results of monitoring activities and impact assessments and shall discuss in good faith any problems arising from the application of this Chapter. It shall establish its own rules of procedure. It shall meet within a year of the entry into force of this Agreement and thereafter at least once a year.
2. Each Party shall designate a contact point within its administration in order to facilitate communication between the Parties on any matter covered by this Chapter.
3. The Parties may monitor the progress in implementing and enforcing measures covered by this Chapter. A Party may request the other Party to provide specific and reasoned information on the results of implementation of this Chapter.
4. A Party may request consultations with the other Party regarding any matter arising under this Chapter, by delivering a written request to the contact point of that Party. The Parties agree to consult promptly through appropriate channels at the request of either Party.
5. The Parties shall make every attempt to arrive at a mutually satisfactory resolution of the matter and may seek advice, information or assistance from any person or body they deem appropriate in order to fully examine the matter at issue. The Parties shall take into account the activities of the ILO or relevant multilateral environmental organisations or bodies to which they are party.
6. If the Parties fail to resolve the matter through consultations, either Party may request that the Trade and Sustainable Development Sub-Committee be convened to consider the matter by delivering a written request to the contact point of the other Party. It shall convene promptly and endeavour to agree on a resolution of the matter, including, where appropriate, by consulting with governmental or non-governmental experts. The resolution of the Trade and Sustainable Development Sub-Committee shall be made public unless it otherwise decides.
7. For any matter arising under this Chapter, the Parties shall only have recourse to the procedures provided for in Articles 286 and 287 of this Agreement.

ARTICLE 287 Group of Experts

1. Unless the Parties otherwise agree, a Party may, after 90 days of the delivery of a request for consultations, under Article 286(4) of this Agreement, request that a Group of Experts be convened to examine the matter that has not been satisfactorily addressed through governmental consultations. Within 30 days of the request by a Party to convene the Group of Experts, following the request of either Party, the Trade and Sustainable Development Sub-Committee may be convened to discuss the matter. The Parties may present submissions to the Group. The Group may seek information and advice from either Party, the Advisory Group(s), or international organisations. The Group of Experts shall be convened within 60 days of a Party's

request.

2. The Group that is selected in accordance with the procedures set out in paragraph 3 of this Article shall provide its expertise in implementing this Chapter. Unless the Parties otherwise agree, the Group shall, within 90 days of the last expert being selected, present to the Parties a report. The Parties shall make their best efforts to accommodate advice or recommendations of the Group on the implementation of this Chapter. The implementation of the recommendations of the Group shall be monitored by the Trade and Sustainable Development Sub-Committee. The report of the Group shall be made available to the Advisory Group(s) of the Parties. As regards confidential information and rules of procedure, the principles in Annex XIX to Chapter 14 (Dispute Settlement) of Title IV of this Agreement, respectively, shall apply.

3. Upon the entry into force of this Agreement, the Parties shall agree on a list of at least 15 persons with expertise on the issues covered by this Chapter, of whom at least five shall be non-nationals of either Party who will serve as Chair of the Group. The experts shall be independent of, and not be affiliated with or take instructions from, either Party or organisations represented in the Advisory Group(s). Each Party shall select one expert from the list of experts within 50 days of the date of receipt of a Party's request to establish the Group. If a Party fails to select its expert within such period, the other Party shall select from the list of experts a national of the Party that has failed to select an expert. The two selected experts shall agree on the chair who shall be chosen from the list of non-nationals experts.

ARTICLE 288

Cooperation on trade and sustainable development

The Parties will work together on trade-related aspects of labour and environmental policies in order to achieve the objectives of this Agreement.

CHAPTER 14³⁷

Dispute settlement

ARTICLE 289

Objective

The objective of this Chapter is to avoid and settle, in good faith, any dispute between the Parties concerning the application of provisions of this Agreement referred to in Article 290 of this Agreement and to arrive at a mutually agreed solution wherever possible³⁸.

ARTICLE 290

Scope

³⁷ For the avoidance of doubt, this Title shall not be construed as conferring rights or imposing obligations which can be directly invoked before the domestic courts of the Parties.

³⁸ For the avoidance of doubt, decisions and any alleged failure to act by bodies created by this Agreement are not subject to this Chapter.

The provisions of this Chapter apply in respect to any dispute concerning the interpretation, and application, fulfillment or non-fulfillment of the provisions of Title IV of this Agreement except as otherwise expressly provided.

ARTICLE 291 Consultations

1. The Parties shall endeavour to resolve any dispute regarding the interpretation and application, fulfillment or non-fulfillment of the provisions of this Agreement referred to in Article 290 of this Agreement by entering into consultations in good faith with the aim of reaching a mutually agreed solution.
2. A Party shall seek consultations by means of a written request to the other Party, copied to the Trade Committee, identifying the measure at issue and the provisions of this Agreement referred to in Article 290 of this Agreement that it considers applicable.
3. Consultations shall be held within 30 days of the date of receipt of the request and shall take place, unless the Parties agree otherwise, in the territory of the Party complained against. The consultations shall be deemed concluded within 30 days of the date of receipt of the request, unless both Parties agree to continue consultations. All confidential information disclosed during the consultations shall remain confidential.
4. Consultations on matters of urgency, including those regarding perishable or seasonal goods shall be held within 15 days of the date of submission of the request, and shall be deemed concluded 15 days after the date of the submission of the request.
5. Where consultations concern the transport of energy goods through networks and one Party views resolution of the dispute as urgent because of an interruption, in full or in part, of transport of natural gas, oil or electricity between Ukraine and the UK they shall be held within three days of the date of submission of the request and shall be deemed concluded three days after the date of the submission of the request unless both Parties agree to continue consultations. All confidential information disclosed during the consultations shall remain confidential.
6. If consultations are not held within the timeframes laid down in paragraph 3 of this Article or in paragraph 4 of this Article respectively, or if consultations have been concluded and no agreement has been reached on a mutually agreed solution, the complaining Party may request the establishment of an arbitration panel in accordance with Article 292 of this Agreement.

Section 1 Arbitration procedure

ARTICLE 292

Initiation of the arbitration procedure

1. Where the Parties have failed to resolve the dispute by recourse to consultations as provided for in Article 291 of this Agreement, the complaining Party may request the establishment of an arbitration panel.

2. The request for the establishment of an arbitration panel shall be made in writing to the Party complained against and the Trade Committee. The complaining Party shall identify in its request the specific measure at issue and provide a brief summary of the legal basis of the complaint sufficient to present the problem clearly. In case the complaining Party requests the establishment of a panel with other than standard terms of reference, the written request shall include the proposed text of special terms of reference.

3. Unless the Parties agree otherwise within five days of the establishment of the panel the terms of reference of the arbitration panel shall be:

"to examine the matter referred to in the request for establishment of the arbitration panel, to rule on the compatibility of the measure in question with the provisions of this Agreement referred to in Article 290 of this Agreement and to make a ruling in accordance with Article 296 of this Agreement."

ARTICLE 293

Composition of the arbitration panel

1. An arbitration panel shall be composed of three arbitrators.

2. Within 10 days of the date of submission of the request for the establishment of an arbitration panel to the Trade Committee, the Parties shall consult in order to reach an agreement on the composition of the arbitration panel.

3. In the event that the Parties are unable to agree on the composition of the arbitration panel within the time frame laid down in paragraph 2 of this Article, either Party may request the chair of the Trade Committee, or the chair's delegate, to select all three members by lot from the applicable list established under Article 308 of this Agreement, one among the individuals proposed by the complaining Party, one among the individuals proposed by the Party complained against and one among the individuals selected by the Parties to act as chairperson.

4. Where the Parties agree on one or more of the members of the arbitration panel, any remaining member or members shall be selected by the same procedure:

(a) if the Parties have agreed on two members of the arbitration panel, the remaining member shall be selected from the individuals selected by the Parties to act as chairperson;

(b) if the Parties have agreed on one member of the arbitration panel, one of the remaining members shall be selected from the individuals proposed by the complaining Party and one from the individuals proposed by the Party complained against.

5. The chair of the Trade Committee, or the chair's delegate, shall select the arbitrators within five days of the request referred to in paragraph 3. A representative of each Party is

entitled to be present at the selection.

6. The date of establishment of the arbitration panel shall be the date on which the selection procedure is completed.

7. Should any of the lists provided for in Article 308 of this Agreement not be established at the time a request is made pursuant to paragraph 3 of this Article the three arbitrators shall be drawn by lot from the individuals which have been formally proposed by one or both of the Parties.

8. In respect of a dispute concerning Chapter 11 (Trade-related Energy) of Title IV of this Agreement which one Party considers to be urgent because of an interruption, in full or in part, of any transport of natural gas, oil, or electricity or a threat thereof, between Ukraine and the UK paragraph 3 of this Article shall apply without recourse to paragraph 2 of this Article, and the period in paragraph 5 of this Article shall be two days.

ARTICLE 294

Interim Panel Report

1. The arbitration panel shall issue to the Parties an interim report setting out the findings of facts, and the basis on which these findings were determined, the applicability of the relevant provisions and the basic rationale behind any findings and recommendations that it makes, within 90 days of the date of establishment of the arbitration panel. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel must notify the Parties and the Trade Committee in writing, stating the reasons for the delay and the date on which the panel plans to issue its interim report. Under no circumstances should the interim report be issued later than 120 days after the date of the establishment of the arbitration panel.

2. Any Party may submit a written request for the arbitration panel to review precise aspects of the interim report within 14 days of its issuance. Such request shall be provided to the other Party.

3. In cases of urgency, including those involving perishable or seasonal goods, the arbitration panel shall make every effort to issue its interim report and any Party may submit a written request for the arbitration panel to review precise aspects of the interim report, within half of the respective time frames under paragraphs 1 and 2 of this Article.

4. In respect of a dispute concerning Chapter 11 (Trade-related Energy) of Title IV of this Agreement which one Party considers to be urgent because of an interruption, in full or in part, of any transport of natural gas, oil or electricity, or a threat thereof, between Ukraine and the UK, the interim report shall be issued after 20 days and any request pursuant to paragraph 2 shall be made within five days of issuance of the written report. The arbitration panel may also decide to dispense with the interim report.

5. After considering any written comments by the Parties on the interim report, the arbitration panel may modify its report and make any further examination it considers appropriate which may include requesting further clarification by the Parties. Each of the Parties shall receive a copy of any request made by the arbitration panel. The final arbitration panel

ruling shall include a discussion of the arguments made at the interim review stage.

ARTICLE 295

Conciliation for urgent energy disputes

1. In respect of a dispute concerning Chapter 11 (Trade-related Energy) of Title IV of this Agreement which one Party considers to be urgent because of an interruption, in full or in part, of any transport of natural gas, oil, or electricity or a threat thereof, between Ukraine and the UK, either Party may request the chair of the panel to act as conciliator concerning any matter relating to the dispute by making a request to the panel.
2. The conciliator shall seek an agreed resolution of the dispute or seek agreement on a procedure to achieve such resolution. If within 15 days of his or her appointment the conciliator fails to secure such agreement, he or she shall recommend a resolution to the dispute or a procedure to achieve such resolution and shall decide on the terms and conditions to be observed from a specified date which he or she shall specify until the dispute is resolved.
3. The Parties and the entities under the control or jurisdiction of the Parties shall respect the recommendations on the terms and conditions made under paragraph 2 of this Article for three months following the conciliator's decision or until resolution of the dispute, whichever is earlier.
4. The conciliator shall respect the Code of Conduct for Arbitrators.

ARTICLE 296

Arbitration panel ruling

1. The arbitration panel shall notify its ruling to the Parties and to the Trade Committee within 120 days of the date of establishment of the arbitration panel. Where the arbitration panel considers that it cannot meet this deadline, the chairperson of the arbitration panel shall notify the Parties and the Trade Committee in writing, stating the reasons for the delay and the date on which the panel plans to conclude its work. Under no circumstances should the ruling be notified later than 150 days from the date of the establishment of the arbitration panel.
2. In cases of urgency, including those involving perishable or seasonal goods, the arbitration panel shall make every effort to notify its ruling within 60 days of the date of its establishment. Under no circumstances should it take longer than 75 days from its establishment. The arbitration panel may give a preliminary ruling within 10 days of its establishment on whether it deems the case to be urgent.
3. In respect of a dispute concerning Chapter 11 (Trade-related Energy) of Title IV of this Agreement which one Party considers to be urgent because of an interruption, in full or in part, of any transport of natural gas, oil or electricity or a threat thereof, between Ukraine and the UK, the arbitration panel shall notify its ruling within 40 days of the date of its establishment.

Section 2

Compliance

ARTICLE 297

Compliance with the arbitration panel ruling

Each Party shall take any measure necessary to comply in good faith with the arbitration panel ruling, and the Parties will endeavour to agree on the period of time to comply with the ruling.

ARTICLE 298

Reasonable period of time for compliance

1. No later than 30 days after the notification of the arbitration panel ruling to the Parties, the Party complained against shall notify the complaining Party and the Trade Committee of the time it considers it will require for compliance (hereinafter referred to as the "reasonable period of time").
2. If there is disagreement between the Parties on the reasonable period of time to comply with the arbitration panel ruling, the complaining Party shall, within 20 days of the notification under paragraph 1 of this Article, request in writing the original arbitration panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the other party and to the Trade Committee. The arbitration panel shall notify its ruling to the Parties and to the Trade Committee within 20 days of the date of submission of the request.
3. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures set out in Article 293 of this Agreement shall apply. The time limit for notifying the ruling shall be 35 days from the date of the submission of the request referred to in paragraph 2 of this Article.
4. The Party complained against will inform the complaining Party in writing of its progress to comply with the arbitration panel ruling at least one month before the expiry of the reasonable period of time.
5. The reasonable period of time may be extended by mutual agreement of the Parties.

ARTICLE 299

Review of any measure taken to comply with the arbitration panel ruling

1. The Party complained against shall notify the complaining Party and the Trade Committee before the end of the reasonable period of time of any measure that it has taken to comply with the arbitration panel ruling.
2. In the event that there is disagreement between the Parties concerning the existence or the consistency of any measure notified under paragraph 1 with the Agreement, the complaining Party may request in writing the original arbitration panel to rule on the matter. Such a request shall identify the specific measure at issue and the provisions of the Agreement with which it considers that measure to be inconsistent, in a manner sufficient to present the legal basis for the complaint clearly. The arbitration panel shall notify its ruling within 45 days of the date of submission of the request.
3. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures set out in Article 293 of this Agreement shall apply. The time limit

for notifying the ruling shall be 60 days from the date of submission of the request referred to in paragraph 2 of this Article.

ARTICLE 300

Remedies for urgent energy disputes

1. In respect of a dispute concerning Chapter 11 (Trade-related Energy) of Title IV of this Agreement which one Party considers to be urgent because of an interruption, in full or in part, of any transport of natural gas, oil, or electricity or a threat thereof, between Ukraine and the UK the following specific provisions on remedies shall apply.
2. By way of derogation from Articles 297, 298 and 299 of this Agreement, the complaining Party may suspend obligations arising under this Agreement to a level equivalent to the nullification or impairment caused by a Party failing to bring itself into compliance with the Panel's findings within 15 days of their release. This suspension may take effect immediately. Such suspension may be maintained for no longer than three months, unless the Party complained against has not complied with the panel's report.
3. Should the Party complained against dispute the existence of a failure to comply or the level of suspension due to the failure to comply, it may initiate proceedings under Articles 301 or 302 of this Agreement which shall be examined on an expeditious basis. The complaining party shall be required to remove or adjust the suspension only once the Panel has ruled on the matter, and may maintain the suspension pending the proceedings.

ARTICLE 301

Temporary remedies in case of non-compliance

1. If the Party complained against fails to notify any measure taken to comply with the arbitration panel ruling before the expiry of the reasonable period of time, or if the arbitration panel rules that any measure notified under Article 299(1) of this Agreement is inconsistent with that Party's obligations under the provisions of the Agreement referred to in Article 290, the Party complained against shall, if so requested by the complaining Party, present an offer for temporary compensation.
2. If no agreement on compensation is reached within 30 days of the end of the reasonable period of time or of the arbitration panel ruling under Article 299 of this Agreement that a measure taken to comply is inconsistent with the provisions of this Agreement referred to in Article 290, the complaining Party shall be entitled, upon notification to the Party complained against and to the Trade Committee, to suspend obligations arising from any provision contained in the Chapter on the free-trade area at a level equivalent to the nullification or impairment caused by the violation. The complaining Party may implement the suspension at any moment after the expiry of 10 days after the date of the notification, unless the Party complained against has requested arbitration under paragraph 4 of this Article.
3. In suspending obligations, the complaining Party may choose to increase its tariff rates to the level applied to other WTO Members on a volume of trade to be determined in such a way that the volume of trade multiplied by the increase of the tariff rates equals the value of the nullification or impairment caused by the violation.

4. If the Party complained against considers that the level of suspension is not equivalent to the nullification or impairment caused by the violation, it may request in writing the original arbitration panel to rule on the matter. Such request shall be notified to the complaining Party and to the Trade Committee before the expiry of the 10-day period referred to in paragraph 2 of this Article. The arbitration panel shall notify its ruling on the level of the suspension of obligations to the Parties and to the Trade Committee within 30 days of the date of submission of the request. Obligations shall not be suspended until the arbitration panel has notified its ruling, and any suspension shall be consistent with the arbitration panel ruling.

5. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures laid down in Article 293 of this Agreement shall apply. In such cases, the period for notifying the ruling shall be 45 days from the date of the submission of the request referred to in paragraph 4 of this Article.

6. The suspension of obligations shall be temporary and shall be applied only until any measure found to be inconsistent with the provisions of the Agreement referred to in Article 290 has been withdrawn or amended, so as to achieve conformity with the provisions of the Agreement referred to in Article 290, as established under Article 302, or until the Parties have agreed to settle the dispute.

ARTICLE 302

Review of any measure taken to comply after the suspension of obligations

1. The Party complained against shall notify the complaining Party and the Trade Committee of any measure it has taken to comply with the ruling of the arbitration panel and of its request for an end to the suspension of obligations applied by the complaining Party.

2. If the Parties do not reach an agreement on whether the notified measure brings the Party complained against into conformity with the provisions of the Agreement referred to in Article 290 of this Agreement within 30 days of the date of submission of the notification, the complaining Party may request in writing the original arbitration panel to rule on the matter. Such request shall be notified simultaneously to the Party complained against and to the Trade Committee. The arbitration panel ruling shall be notified to the Parties and to the Trade Committee within 45 days of the date of submission of the request. If the arbitration panel rules that the Party complained against has brought itself into conformity with the Agreement, or if the complaining Party does not, within 45 days of the submission of the notification referred to in paragraph 1 of this Article, request that the original arbitration panel rule on the matter, the suspension of obligations shall be terminated within 15 days of either the ruling of the arbitration panel or the end of the 45-day period.

3. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures laid down in Article 293 of this Agreement shall apply. The period for notifying the ruling shall in that case be 60 days from the date of the submission of the request referred to in paragraph 2 of this Article.

Section 3

Common provisions

ARTICLE 303

Mutually agreed solution

The Parties may reach a mutually agreed solution to a dispute under this Chapter at any time. They shall jointly notify the Trade Committee and the chairperson of the arbitration panel, where applicable, of any such solution. If the solution requires approval pursuant to the relevant domestic procedures of either party, the notification shall refer to this requirement, and the arbitration procedure shall be suspended. If such approval is not required, or upon notification of the completion of any such domestic procedures, the arbitration procedure shall be terminated.

ARTICLE 304

Rules of procedure

1. Dispute settlement procedures under this Chapter shall be governed by the Rules of Procedure set out in Annex XIX to this Agreement.
2. Any hearing of the arbitration panel shall be open to the public, unless the parties agree otherwise, in accordance with the Rules of Procedure set out in Annex XIX to this Agreement.

ARTICLE 305

Information and technical advice

At the request of a Party, or upon its own initiative, the arbitration panel may obtain information from any source, including the Parties involved in the dispute, it deems appropriate for the arbitration panel proceeding. The arbitration panel also has the right to seek the relevant opinion of experts as it deems appropriate. Any information obtained in this manner must be disclosed to each of the Parties and submitted for their comments. Interested natural or legal persons established in the Parties' territories are authorised to submit *amicus curiae* briefs to the arbitration panel in accordance with the Rules of Procedure set out in Annex XIX to this Agreement.

ARTICLE 306

Rules of interpretation

Any arbitration panel shall interpret the provisions referred to in Article 290 of this Agreement in accordance with customary rules of interpretation of public international law, including those codified in the Vienna Convention on the Law of Treaties of 1969. The arbitration panel shall also take into account relevant interpretations established in reports of panels and of the Appellate Body adopted by the WTO Dispute Settlement Body (DSB). The rulings of the arbitration panel cannot add to or diminish the rights and obligations provided for in this Agreement.

ARTICLE 307

Arbitration panel decisions and rulings

1. The arbitration panel shall make every effort to take any decision by consensus. Where,

nevertheless, a decision cannot be arrived at by consensus, the matter at issue shall be decided by majority vote. However, in no case dissenting opinions of arbitrators shall be published.

2. Any ruling of the arbitration panel shall be binding on the Parties and shall not create any rights or obligations for natural or legal persons. The ruling shall set out the findings of fact and the basis on which these findings were determined, the applicability of the relevant provisions of the Agreement and the basic rationale behind any findings and conclusions that it makes. The Trade Committee shall make the arbitration panel rulings publicly available in their entirety unless it decides not to do so.

Section 4 General provisions

ARTICLE 308 Arbitrators

1. The Trade Committee shall, no later than six months after the entry into force of this Agreement, establish a list of 15 individuals each who are willing and able to serve as arbitrators. Each of the Parties shall propose five individuals to serve as arbitrators. Once established, the list shall remain in effect until the Trade Committee constitutes a new list. The Trade Committee may appoint a replacement where an individual is no longer available to serve. The two Parties shall also select five individuals that are not nationals of either Party and who shall act as chairperson to the arbitration panel. The Trade Committee shall ensure that the list is always maintained at this level.

2. The list established pursuant to paragraph 1 of this Article shall serve for the composition of arbitration panels in accordance with Article 293 of this Agreement. It shall comprise arbitrators with specialised knowledge or experience of law and international trade.

3. All arbitrators appointed to serve on an arbitration panel shall be independent, serve in their individual capacity and not take instructions from any organisation or government, or be affiliated with the government of any of the Parties, and shall comply with the Code of Conduct set out in Annex XX to this Agreement.

ARTICLE 309 Relation with WTO obligations

1. Recourse to the dispute settlement provisions of this Chapter shall be without prejudice to any action in the WTO framework, including dispute settlement action.

2. However, where a Party has, with regard to a particular measure, instituted a dispute settlement proceeding, either under Article 292(1) of this Agreement or under the WTO Agreement, it may not institute a dispute settlement proceeding regarding the same measure in the other forum until the first proceeding has been concluded. In addition, a Party shall not seek redress of an obligation which is identical under this Agreement and under the WTO Agreement in the two forums. In such case, once a dispute settlement proceeding has been initiated, the Party shall not bring a claim seeking redress of the identical obligation under the other Agreement to the other forum, unless the forum selected fails for procedural or jurisdictional reasons to make findings on the claim seeking redress of that obligation.

3. For the purposes of paragraph 2:

(a) dispute settlement proceedings under the WTO Agreement are deemed to be initiated by a Party's request for the establishment of a panel under Article 6 of the Understanding on Rules and Procedures Governing the Settlement of Disputes contained in Annex 2 of the WTO Agreement (hereinafter referred to as the "DSU") and are deemed to be concluded when the DSB adopts the Panel's report, and the Appellate Body's report as the case may be, under Articles 16 and 17.14 of the DSU; and

(b) dispute settlement proceedings under this Chapter are deemed to be initiated by a Party's request for the establishment of an arbitration panel under Article 292(1) of this Agreement and are deemed to be concluded when the arbitration panel issues its ruling to the Parties and to the Trade Committee.

4. Nothing in this Chapter shall preclude a Party from implementing the suspension of obligations authorised by the DSB. The WTO Agreement shall not be invoked to preclude a Party from suspending obligations under this Chapter.

ARTICLE 310

Time limits

1. All time limits laid down in this Chapter, including the limits for the arbitration panels to notify their rulings, shall be counted in calendar days, the first day being the day following the act or fact to which they refer.

2. Any time limit referred to in this Chapter may be extended by mutual agreement of the Parties.

ARTICLE 311

Modification of the Chapter

The Trade Committee may decide to modify this Chapter, the Rules of Procedure for Arbitration set out in Annex XIX to this Agreement and the Code of Conduct for Members of Arbitration Panels and Mediators set out in Annex XX to this Agreement.

CHAPTER 15

Mediation mechanism

ARTICLE 312

Objective and scope

1. The objective of this Chapter is to facilitate the finding of a mutually agreed solution through a comprehensive and expeditious procedure with the assistance of a mediator.

2. This Chapter shall apply to any measure falling under the scope of Chapter 1 (National Treatment and Market Access for Goods) of Title IV of this Agreement adversely affecting

trade between the Parties.

3. This Chapter shall not apply to measures falling under Chapter 6 (Establishment, Trade in Services and Electronic Commerce), Chapter 7 (Current Payments and Movement of Capital); Chapter 8 (Public Procurement), Chapter 9 (Intellectual Property) and Chapter 13 (Trade and Sustainable Development) of this Agreement. The Trade Committee may, after due consideration, decide that this mechanism should apply to any of these sectors.

Section 1

Procedure under the mediation mechanism

ARTICLE 313

Request for Information

1. Before the initiation of the mediation procedure, a Party may request at any time information regarding a measure adversely affecting trade or investment between the Parties. The Party to which such request is made shall provide, within 20 days of the date of receipt of the request, a response containing its comments on the information contained in the request. Wherever possible, the request and the response shall be made in writing.

2. Where the responding Party considers that a response within 20 days is not practicable, it shall inform the requesting Party of the reasons for the delay, together with an estimate of the shortest period within which it will be able to provide its response.

ARTICLE 314

Initiation of the procedure

1. A Party may request, at any time, that the Parties enter into a mediation procedure. Such request shall be addressed to the other Party in writing. The request shall be sufficiently detailed to present clearly the concerns of the requesting Party and shall:

- (a) identify the specific measure at issue;
- (b) provide a statement of the alleged adverse effects that the requesting Party believes the measure has, or will have, on trade or investment between the Parties; and
- (c) explain how the requesting Party considers that those effects are linked to the measure;

2. The Party to which such request is addressed shall give sympathetic consideration to the request and accept or reject it in writing within 10 days of its receipt.

ARTICLE 315

Selection of the mediator

1. Upon launch of the mediation procedure, the Parties shall endeavour to agree on a

mediator no later than 15 days after the receipt of the reply to the request.

2. If the Parties cannot agree on the mediator within the established time frame, either Party may request the chair of the Trade Committee, or the chair's delegate, to draw the mediator by lot from the list established under Article 308 of this Agreement. Representatives of both Parties to the dispute shall be invited with due anticipation, to be present when lots are drawn. In any event, the lot shall be carried out with the Party/Parties that are present.

3. The chair of the Trade Committee, or the chair's delegate, shall select the mediator within five working days of the request by either Party as referred to in paragraph 2.

4. Should the list provided for in Article 308 of this Agreement not be established at the time a request is made pursuant to paragraph 2 of this Article, the mediator shall be drawn by lot from the individuals which have been formally proposed by one or both of the Parties.

5. The Parties may agree that the mediator shall be a national of one of the Parties.

6. The mediator shall assist, in an impartial and transparent manner, the Parties in bringing clarity to the measure and its possible trade effects, and in reaching a mutually agreed solution. The code of conduct set out in Annex XX to this Agreement shall apply to mediators as provided for in that code. Rules 3 to 7 (notifications) and 41 to 46 (translation and calculation of time limits) of the Rules of Procedure set out in Annex XIX to this Agreement shall also apply, *mutatis mutandis*.

ARTICLE 316

Rules of the mediation procedure

1. Within 10 days of the appointment of the mediator, the Party having invoked the mediation procedure shall present, in writing, a detailed description of the problem to the mediator and to the other Party, in particular of the operation of the measure at issue and its trade effects. Within 20 days of the date of delivery of this submission, the other Party may provide, in writing, its comments to the description of the problem. Either Party may include in its description or comments any information that it deems relevant.

2. The mediator may decide on the most appropriate way of bringing clarity to the measure concerned and its possible trade-related impact. In particular, the mediator may organise meetings between the Parties, consult the Parties jointly or individually, seek the assistance of or consult with relevant experts and stakeholders, and provide any additional support requested by the Parties. However, before seeking the assistance of or consulting with relevant experts and stakeholders, the mediator shall consult with the Parties.

3. The mediator may offer advice and propose a solution for consideration by the Parties which may accept or reject the proposed solution or may agree on a different solution. However, the mediator shall not advise or give comments on the consistency of the measure at issue with this Agreement.

4. The procedure shall take place in the territory of the Party to which the request was addressed or by mutual agreement in any other location or by any other means.

5. The Parties shall endeavour to reach a mutually agreed solution within 60 days of the appointment of the mediator. Pending a final agreement, the Parties may consider possible interim solutions, especially if the measure relates to perishable goods.

6. The solution may be adopted by means of a decision of the Trade Committee. Either Party may make such solution subject to the completion of any necessary internal procedures. Mutually agreed solutions shall be made publicly available. However, the version disclosed to the public may not contain any information that a Party has designated as confidential.

7. The procedure shall be terminated:

- (a) by the adoption of a mutually agreed solution by the Parties, on the date of adoption;
- (b) by a written declaration of the mediator, after consultation with the Parties, that further efforts at mediation would be to no avail;
- (c) by a written declaration of a Party after exploring mutually agreed solutions under the mediation procedure and after having considered any advice and proposed solutions by the mediator; or
- (d) at any stage of the procedure by mutual agreement of the Parties.

Section 2 Implementation

ARTICLE 317 Implementation of a mutually agreed solution

1. Where the Parties have agreed to a solution, each Party shall take the measures necessary to implement the mutually agreed solution within the agreed timeframe.

2. The implementing Party shall inform the other Party in writing of any steps or measures taken to implement the mutually agreed solution.

3. On request of the Parties, the mediator shall issue to the Parties, in writing, a draft factual report, providing a brief summary of:

- (a) the measure at issue in these procedures;
- (b) the procedures followed; and
- (c) any mutually agreed solution reached as the final outcome of these procedures, including possible interim solutions.

The mediator shall provide the Parties 15 days to comment on the draft report. After considering the comments of the Parties submitted within that period, the mediator shall submit, in writing, a final factual report to the Parties within 15 days. The factual report shall not include any interpretation of this Agreement.

Section 3
General provisions

ARTICLE 318
Relationship to dispute settlement.

1. The procedure under this mediation mechanism is not intended to serve as a basis for dispute settlement procedures under this Agreement or another agreement. A Party shall not rely on or introduce as evidence in such dispute settlement procedures, nor shall a panel take into consideration:

- (a) positions taken by the other Party in the course of the mediation procedure;
- (b) the fact that the other Party has indicated its willingness to accept a solution to the measure subject to mediation; or
- (c) advice given or proposals made by the mediator.

2. The mediation mechanism is without prejudice to the Parties' rights and obligations under the provisions on Dispute Settlement.

3. Unless the Parties agree otherwise, and without prejudice to Article 316(6) of this Agreement, all steps of the procedure, including any advice or proposed solution, are confidential. However, any Party may disclose to the public that mediation is taking place.

ARTICLE 319
Time limits

Any time limit referred to in this Chapter may be modified by mutual agreement between the Parties involved in these procedures.

ARTICLE 320
Costs

1. Each Party shall bear its own expenses derived from the participation in the mediation procedure.

2. The Parties shall share jointly and equally the expenses derived from organisational matters, including the remuneration and expenses of the mediator, any assistant to the mediator and in the event that the Parties are unable to agree on a common language, any costs associated with translation. Remuneration of the mediator shall be in accordance with that foreseen for the Chairperson of an arbitration Panel in paragraph 2 and 8 of Annex XIX to this Agreement.

ARTICLE 321
Review

Five years after the date of entry into force of this Agreement, the Parties shall consult each

other on the need to modify the mediation mechanism in light of the experience gained and the development of a corresponding mechanism in the WTO.

TITLE V
ECONOMIC AND SECTOR COOPERATION

CHAPTER 1
Energy cooperation, including nuclear issues

ARTICLE 322

1. The Parties shall cooperate on energy matters for the enhancement of energy security, competitiveness and sustainability, which is crucial for the promotion of economic growth. The Parties' regulatory cooperation shall take into account the need to ensure relevant public service obligations, including measures to inform and protect customers from unfair selling practices, and access to affordable energy for consumers, including for the most vulnerable citizens.

2. Such cooperation shall be guided by the principles of mutual interest, reciprocity, transparency and predictability, consistent with the market economy, the Energy Charter Treaty of 1994 and other multilateral and related bilateral agreements.

ARTICLE 323

Mutual cooperation shall cover, among others, the following areas:

- (a) cooperation in the Civil Nuclear sector, focusing on ensuring a high level of nuclear safety, the clean and peaceful use of nuclear energy, covering all civil nuclear energy activities and stages of the fuel cycle, including production of and trade in nuclear materials, safety and security aspects of nuclear energy, and emergency preparedness, as well as health-related and environmental issues and non-proliferation. In this context, cooperation will also include the further development of policies and legal and regulatory frameworks based on International Atomic Energy Agency (IAEA) standards;
- (b) promotion of civil scientific research in the fields of nuclear safety and security, including joint research and development activities, and training and mobility of scientists;
- (c) implementation of energy strategies and policies and development/elaboration of forecasts and scenarios, as well as improvement of the statistical recording system in the energy sector based on timely exchange of information on energy balances and energy flows, in accordance with international practices, as well as infrastructure developments;
- (d) establishing effective mechanisms to address potential energy crisis situations in a spirit of solidarity;

- (e) modernisation and enhancement of existing energy infrastructures of common interests, including energy-generating capacities and the integrity, safety and security of the energy networks, and the establishment of new energy infrastructures of common interest in order to diversify energy sources, suppliers, transportation routes and transport methods in an economic and environmentally sound manner;
- (f) development of competitive, transparent and non-discriminatory energy markets;
- (g) enhancement and strengthening of long-term stability and security of energy trade, transit, exploration, extraction, refining, production, storage, transport, transmission, distribution and marketing, or sale of energy materials and products on a mutually beneficial and non-discriminatory basis, in accordance with international rules, in particular the Energy Charter Treaty of 1994, the WTO Agreement and this Agreement;
- (h) progress towards an attractive and stable investment climate by addressing institutional, legal, fiscal and other conditions, and encouraging mutual investments in the energy field on a non-discriminatory basis;
- (i) efficient cooperation with the European Bank for Reconstruction and Development (EBRD) and other international financial organisations and instruments to support energy cooperation between the Parties;
- (j) promotion of energy efficiency and energy savings, including through the establishment of energy efficiency policies and legal and regulatory frameworks, with the aim of achieving major improvements, including efficient generation, production, transportation, distribution and use of energy, compatible with the functioning of market mechanisms, as well as the efficient utilisation of energy in appliances, lightings and buildings;
- (k) development of and support for renewable energies in an economic and environmentally sound manner, as well as alternative fuels, including sustainable biofuel production, and cooperation on regulatory issues, certification and standardisation as well as on technological and commercial development;
- (l) promotion of the Joint Implementation Mechanism under the Kyoto Protocol to the UN Framework Convention on Climate Change of 1997 to reduce emissions of greenhouse gases through energy efficiency and renewable energy projects;
- (m) scientific and technical cooperation and exchange of information for the development and improvement of technologies in energy production, transportation, supply and end use, paying particular attention to energy-efficient and environmentally friendly technologies, including carbon capture and storage and efficient and clean coal technologies;
- (n) cooperation in the framework of European and international standardisation bodies in the field of energy.

ARTICLE 324

The Parties shall exchange information and experience, as well as provide relevant support to the process of regulatory reforms, which include the restructuring of the coal sector (steam coal, coking coal and lignite) in order to increase its competitiveness, enhance mine safety and occupational safety and reduce its environmental impact, while bearing in mind the regional and social impact. In order to enhance efficiency, competitiveness, and sustainability, the restructuring process needs to cover the entire coal value chain, i.e. from exploration via production and processing to conversion and handling of residues from coal processing and combustion. This approach includes recovery and utilisation of methane emissions from coal mines, as well as those from oil and gas operations, landfills, and the agricultural sector, as set out, inter alia, by the Global Methane Initiative in which the Parties are Partners.

CHAPTER 2

Macro-Economic cooperation

ARTICLE 325

The Parties shall facilitate the process of economic reform by co-operating to improve understanding of the fundamentals of their respective economies and the formulation and implementation of economic policy in market economies. Ukraine shall strive to establish a functioning market economy, in accordance with the guiding principles of macroeconomic stability, sound public finances and a sustainable balance of payments.

ARTICLE 326

In order to achieve the objectives set out in Article 325 of this Agreement, the Parties shall cooperate to:

- (a) exchange information on macroeconomic performance and prospects and on strategies for development;
- (b) analyse jointly economic issues of mutual interest, including economic policy measures and the instruments for implementing them, such as methods for economic forecasting and elaboration of strategic policy documents, with a view to strengthening Ukraine's policy-making in line with international best practices;
- (c) exchange expertise in the sphere of macro-economy.

CHAPTER 3

Management of public finances: budget policy, internal control and external audit

ARTICLE 327

Cooperation in the field of management of public finances shall aim at ensuring the development of budget policy and sound systems of public internal control and external audit, on the basis of international standards, and which are compatible with the fundamental principles of accountability, transparency, economy, efficiency and effectiveness.

ARTICLE 328

The Parties shall exchange information, experience, best practice and take other actions, in particular on the following:

1. In the area of budget policy:

- (a) development of a medium-term budget forecast/planning system;
- (b) improvement of programme-targeted approaches in the budget process and analysis of the efficiency and effectiveness of the implementation of budget programmes;
- (c) improvement in the exchange of information and experience on planning and execution of the budget and on public debt.

2. In the area of external audit:

- implementation of the International Organisation of Supreme Audit Institutions (INTOSAI) standards and methods as well as exchange of best practices in the field of external control and audit of public finances, paying particular attention to the independence of the relevant bodies of the Parties;

3. In the area of public internal financial control:

- further developing the public internal financial control system through harmonisation with internationally-agreed standards (Institute of Internal Auditors (IIA), International Federation of Accountants (IFAC), INTOSAI) and methodologies, as well as best practice for internal control and internal audit in state bodies;

4. In the area of the fight against fraud:

- improvement of methods aimed at combating and preventing fraud and corruption in the area covered by this Chapter, including cooperation between relevant administrative bodies.

CHAPTER 4

Taxation

ARTICLE 329

The Parties shall cooperate to enhance good governance in the tax area, with a view to the further improvement of economic relations, trade, investment and fair competition.

ARTICLE 330

1. With reference to Article 329 of this Agreement, the Parties recognise and commit to implementing the principles of good governance in the area of taxation reflecting the OECD principles concerning fair tax competition, the global standards on tax transparency and exchange of information, and the OECD minimum standards against Base Erosion and Profit Shifting (BEPS). To that end, the Parties will improve international cooperation in the tax area, facilitate the collection of legitimate tax revenues, and develop measures for the effective implementation of the abovementioned principles.

2. Nothing in this Agreement affects the rights and obligations, under any tax convention, of the United Kingdom and Ukraine. In the event of any inconsistency between this Agreement and any such tax convention, the tax convention prevails to the extent of the inconsistency.

3. For the purposes of this Article "tax convention" means a convention for the avoidance of double taxation, or any other international taxation agreement or arrangement (including, for the avoidance of doubt, such a convention, agreement or arrangement which is made after this Agreement is ratified, or any amendment to such a convention, agreement or arrangement).

ARTICLE 331

The Parties shall also enhance and strengthen their cooperation aimed at the improvement and development of Ukraine's tax system and administration, including the enhancement of collection and control capacity, to avoid accumulation of arrears, ensure effective tax collection and reinforce the fight against tax fraud and tax avoidance. The Parties shall strive to enhance cooperation and sharing of experiences in combating tax fraud, in particular carousel fraud.

ARTICLE 332

The Parties shall develop their cooperation in counteracting and fighting fraud and smuggling of excisable products. To this end, the Parties will look to strengthen their cooperation within the regional context.

CHAPTER 5 Statistics

ARTICLE 333

The Parties shall develop and strengthen their cooperation on statistical issues, thereby contributing to the long-term objective of providing timely, internationally comparable and reliable statistical data. It is expected that a sustainable, efficient and professionally independent national statistical system shall produce information relevant to citizens, businesses and decision-makers in Ukraine and in the UK, thus enabling them to take informed decisions. The national statistical system should respect the UN Fundamental Principles of Official Statistics, taking into account international standards and best practice, in order to harmonise the national statistical system with internationally comparable norms and standards.

ARTICLE 334

Cooperation shall aim at:

- (a) further strengthening the capacity of the national statistical system, focusing on a sound legal basis, adequate data and metadata dissemination policy and user-friendliness;
- (b) fine-tuning of data provision, taking into account the application of relevant international methodologies, including classifications;
- (c) enhancing the professional and management capacity of the national statistical staff to facilitate the application of statistical standards and to contribute to the development of the Ukrainian statistical system;
- (d) exchanging experience between the Parties on the development of statistical know-how;
- (e) promoting total quality management of all statistical production processes and dissemination.

ARTICLE 335

The Parties shall further cooperate, *inter alia*, on the areas of:

- (a) population statistics, including censuses;
- (b) agricultural statistics, including agricultural censuses and environment statistics;
- (c) business statistics, including business registers and the use of administrative sources for statistical purposes;
- (d) energy, including balances;
- (e) national accounts;

- (f) foreign trade statistics;
- (g) regional statistics;
- (h) total quality management of all statistical production processes and dissemination.

ARTICLE 336

The Parties shall, *inter alia*, exchange information and expertise, and shall develop their cooperation, taking into account the already accumulated experience in reforming the statistical system. In the statistical data production process, emphasis will be placed on further development of sample surveys, while taking into account the need to reduce the response burden. The data shall be relevant to the designing and monitoring of policies in all key areas of social and economic life.

CHAPTER 6 Environment

ARTICLE 337

The Parties shall develop and strengthen their cooperation on environmental issues, thereby contributing to the long-term objective of sustainable development and green economy. It is expected that enhanced environmental protection will bring benefits to citizens and businesses in Ukraine and in the UK, including through improved public health, preserved natural resources, increased economic and environmental efficiency, integration of environment into other policy areas, and higher production as a result of modern technologies. Cooperation shall be conducted in the best interests of the Parties on the basis of equality and mutual benefit while also taking into account interdependence existing between the Parties in the field of environmental protection and related multilateral agreements.

ARTICLE 338

Cooperation shall aim at preserving, protecting, improving, and rehabilitating the quality of the environment, protecting human health, prudent and rational utilisation of natural resources and promoting measures at international level to deal with regional or global environmental problems, *inter alia* in the areas of:

- (a) climate change;
- (b) environmental governance and horizontal issues, including education and training, and access to environmental information and decision-making processes;

- (c) air quality;
- (d) water quality and water resource management, including marine environment;
- (e) waste and resource management;
- (f) nature protection, including conservation and protection of bio and landscape diversity (eco-networks);
- (g) industrial pollution and industrial hazards;
- (h) chemicals;
- (i) genetically modified organisms, including in the field of agriculture;
- (j) noise pollution;
- (k) civil protection, including natural and man-made hazards;
- (l) urban environment;
- (m) environmental fees.

ARTICLE 339

1. The Parties shall, *inter alia*:
 - (a) exchange information and expertise;
 - (b) implement joint research activities and exchange of information on cleaner technologies;
 - (c) plan the handling of disasters and other emergency situations;
 - (d) implement joint activities at regional and international level, including with regard to multilateral environmental agreements ratified by the Parties and joint activities in the framework of relevant agencies as appropriate.
2. The Parties shall pay special attention to transboundary issues.

ARTICLE 340

Cooperation in the civil protection sector shall take place through the implementation of specific agreements in this field concluded between the Parties in accordance with the legal

procedures of each Party. It shall aim, *inter alia*, at:

- (a) facilitating mutual assistance in case of emergencies;
- (b) exchanging early warnings on cross-border emergencies, including requests for and offers of assistance;
- (c) assessment of the environmental impact of disasters;
- (d) inviting experts to specific technical workshops and symposia on civil protection issues;
- (e) inviting, on a case-by-case basis, observers to specific exercises and training activities organised by the Parties;
- (f) the most effective use of available civil protection capabilities.

ARTICLE 341

The cooperation shall cover, *inter alia*, the following objectives:

- (a) development of an overall strategy on environment, covering planned institutional reforms (with timetables) for ensuring implementation and enforcement of environmental legislation; division of competence for the environmental administration at national, regional and municipal levels; procedures for decision-making and the implementation of decisions; procedures for promotion of integration of environment into other policy areas; identification of the necessary human and financial resources and a review mechanism;
- (b) development of sector strategies on air quality; water quality and resource management, including marine environment; waste and resource management; nature protection; industrial pollution and industrial hazards and chemicals, including clearly defined timetables and milestones for implementation, administrative responsibilities as well as financing strategies for investments in infrastructure and technology;
- (c) development and implementation of a policy on climate change in line with obligations to which both Parties are committed through international agreements.

CHAPTER 7 Transport

ARTICLE 342

The Parties shall:

- (a) expand and strengthen their transport cooperation in order to contribute to the development of sustainable transport systems;
- (b) promote efficient, safe and secure transport operations as well as intermodality and interoperability of transport systems;

- (c) endeavour to enhance the main transport links between their territories.

ARTICLE 343

1. Cooperation between the Parties shall aim to facilitate the restructuring and modernisation of Ukraine's transport sector, without prejudice to obligations stemming from specific transport agreements concluded between the Parties. Implementation of the above-mentioned measures shall not contravene the rights and obligations of the Parties under international agreements to which they are parties, or their participation in international organisations.

2. Cooperation shall also aim at improving the movement of passengers and goods, increasing fluidity of transport flows between the UK, Ukraine and third countries in the region, by removing administrative, technical, cross-border and other obstacles, improving transport networks and upgrading the infrastructure in particular on the main axes connecting the Parties. This cooperation shall include actions to facilitate border-crossings.

3. Cooperation shall include information exchange and joint activities:

- at regional level, in particular taking into consideration and integrating progress achieved under relevant transport cooperation arrangements and initiatives;

- at international level, including with regard to international transport organisations and international agreements and conventions ratified by the Parties.

ARTICLE 344

This cooperation shall cover, inter alia, the following areas:

(a) development of a sustainable national transport policy covering all modes of transport, particularly with a view to ensuring efficient, safe and secure transport systems and promoting the integration of transport considerations into other policy areas;

(b) development of sector strategies in light of the national transport policy (including legal requirements for the upgrading of technical equipment and transport fleets to meet the highest international standards) for road, rail, inland waterway, aviation, maritime transport and intermodality, including timetables and milestones for implementation, administrative responsibilities and financing plans;

(c) development of multimodal transport networks and improvement of infrastructure policy in order to better identify and evaluate infrastructure projects in the various modes of transport. Development of funding strategies focusing on maintenance, capacity constraints and missing link infrastructure as well as activating and promoting the participation of the private sector in transport projects;

(d) accession to relevant international transport organisations and agreements including procedures for ensuring strict implementation and effective enforcement of international transport agreements and conventions;

(e) scientific and technical cooperation and exchange of information for the development and improvement of technologies, such as intelligent transport systems;

(f) promotion of the use of intelligent transport systems and information technology in managing and operating all modes of transport as well as supporting intermodality and cooperation in the use of space systems and commercial applications facilitating transport.

CHAPTER 8 Space

ARTICLE 345

1. The Parties shall promote the development of mutually beneficial cooperation on civil space research and space applications and in particular will aim for cooperation in the following areas:

(a) global navigation satellite systems;

(b) earth observation and global monitoring;

(c) space science and exploration;

(d) the latest applied space technologies and materials, including launcher and propulsion technology.

2. The Parties will encourage and promote the exchange of experience on space policy, administration and legal aspects, as well as on industrial restructuring and the commercialisation of space technologies.

ARTICLE 346

1. Cooperation will include the exchange of information between the Parties on policies and programs and relevant opportunities for cooperation and joint projects.

2. The Parties will encourage and support the exchange of scientists and specialists and the establishment of appropriate networks.

3. Cooperation may also include the implementation of joint projects and joint participation in multinational programs.

CHAPTER 9
Cooperation in science and technology

ARTICLE 347

The Parties shall develop and strengthen their scientific and technological cooperation in order to contribute both to scientific development itself, and to reinforce their scientific potential for contributing to the resolution of national and global challenges. The Parties shall endeavour to contribute to progress in acquiring scientific and technological knowledge relevant to sustainable economic development, by strengthening their research capacities and human potential. The sharing and pooling of scientific knowledge will contribute to the competitiveness of the Parties, by increasing the ability of their economies to generate and use knowledge to commercialise new products and services. Finally, the Parties will develop their scientific potential in order to fulfil their global responsibilities and commitments in areas such as health-related issues, environmental protection including climate change and other global challenges.

ARTICLE 348

Cooperation shall assist Ukraine in reforming and reorganising its science management system and research institutions (including boosting its capacity for research and technological development), in order to support the development of a competitive economy and knowledge society.

ARTICLE 349

Cooperation shall take place particularly through:

- (a) exchange of information on each other's science and technology policies;
- (b) joint implementation of scientific programmes and research activities;
- (c) joint research and development activities aimed at encouraging scientific progress and the transfer of technology and know-how;
- (d) training through mobility programmes for researchers and specialists;
- (e) the organisation of joint scientific and technological development events/measures;
- (f) implementation measures aimed at the development of an environment conducive to research and the application of new technologies and adequate protection of the intellectual property results of research;
- (g) enhancement of cooperation at regional and international level, notably within multi-lateral organisations such as the United Nations Educational, Scientific and

Cultural Organisation (UNESCO), the Organisation for Economic Cooperation and Development (OECD) and the Group of 7 (G7), as well as in the context of multilateral agreements such as the UN Framework Convention on Climate Change (UNFCCC) of 1992;

(h) exchange of expertise on management of research and science institutions in order to develop and improve their capacities of conducting and participating in scientific researches.

CHAPTER 10 Industrial and enterprise policy

ARTICLE 350

The Parties shall develop and strengthen their cooperation on industrial and enterprise policy, thereby improving the business environment for all economic operators, but with particular emphasis on Small and Medium Sized Enterprises (SMEs). Enhanced cooperation should improve the administrative and regulatory framework for both UK and Ukrainian businesses operating in the UK and in Ukraine, taking into account internationally recognised principles and practices in this field.

ARTICLE 351

To that end, the Parties shall cooperate in order to:

- (a) implement strategies for SME development and monitor the implementation process through annual reporting and dialogue. This cooperation will also include a focus on micro- and craft enterprises, which are extremely important for both the UK and Ukrainian economies;
- (b) create better framework conditions, via the exchange of information and good practice, contributing to greater competitiveness. This cooperation will include the management of structural changes (restructuring) and environmental and energy issues, such as energy efficiency and cleaner production;
- (c) simplify and rationalise regulations and regulatory practice, with specific focus on exchange of good practice as regards regulatory techniques;
- (d) encourage the development of innovation policy, via the exchange of information and good practice regarding the commercialisation of research and development (including support instruments for technology-based business start-ups), cluster development and access to finance;
- (e) encourage more contacts between UK and Ukrainian businesses and between these businesses and the authorities in the UK and in Ukraine;

- (f) support the establishment of export promotion activities in Ukraine;
- (g) facilitate the modernisation and restructuring of both UK and Ukrainian industry in certain sectors.

CHAPTER 11
Mining and metals

ARTICLE 352

The Parties shall develop and strengthen their cooperation in relation to the mining and metals industries, with a view to promoting mutual understanding, improvement of the business environment, information exchange and cooperation on non-energy issues, relating in particular to the mining of metallic ores and industrial minerals. This cooperation is without prejudice to the provisions regarding to coal as referred to in Article 324 of this Agreement.

ARTICLE 353

In order to achieve the objectives set out in Article 352 of this Agreement, the Parties shall cooperate in order to:

- (a) exchange information on the basic situations of their mining and metals industries;
- (b) exchange information on the outlook for the UK and Ukrainian mining and metals industries in terms of consumption, production and market forecast;
- (c) exchange information on measures taken by the Parties in order to facilitate the restructuring process in these sectors;
- (d) exchange information and best practices in relation to the sustainable development of the mining and metals industries in the UK and in Ukraine.

CHAPTER 12
Financial services

ARTICLE 354

Recognising that an effective set of rules and practices in the area of financial services is needed to establish a fully-functioning market economy and in order to foster trade exchanges among the Parties, the Parties shall cooperate in the area of financial services with a view to:

- (a) supporting the process of adapting financial services regulation to the needs of an open market economy;
- (b) ensuring effective and adequate protection of investors and other consumers of financial services;

- (c) ensuring the stability and integrity of the global financial system;
- (d) promoting cooperation between different actors of the financial system, including regulators and supervisors;
- (e) ensuring independent and effective supervision.

ARTICLE 355

1. The Parties shall encourage cooperation between relevant regulatory and supervisory authorities, including information exchange, sharing of expertise on financial markets and other such measures.
2. Special attention shall be paid to the development of the administrative capacity of such authorities, *inter alia* through personnel exchanges and joint training.

ARTICLE 356

The Parties shall promote gradual approximation to recognised international standards on regulation and supervision in the area of financial services.

CHAPTER 13

Company law, corporate governance, accounting and auditing

ARTICLE 357

1. Recognising the importance of an effective set of rules and practices in the areas of company law and corporate governance, as well as in accounting and auditing, for creating a fully-functioning market economy and for fostering trade, the Parties shall cooperate in relation to:
 - (a) protecting shareholders, creditors and other stakeholders;
 - (b) using relevant international standards at national level, and developing appropriate domestic systems, in the field of accounting and auditing;
 - (c) further developing of corporate governance policy in line with international standards, in particular the OECD Principles on Corporate Governance.

2 The Parties shall aim at sharing information and expertise on both existing systems and relevant new developments in these areas. In addition, the Parties shall seek to improve information exchange between business registers of the UK and the national register of Ukraine.

CHAPTER 14
Information society

ARTICLE 358

The Parties shall step up cooperation on the development of the Information Society to benefit citizens and businesses through the widespread availability of Information and Communication Technology (ICT) and through better quality of services at affordable prices. This cooperation will also facilitate the access to the markets for electronic communication services, encouraging competition and investment in the sector.

ARTICLE 359

Cooperation shall aim at implementing national Information Society strategies and developing a comprehensive regulatory framework for electronic communications.

ARTICLE 360

Cooperation shall cover the following subjects:

- (a) promotion of broadband access, improvement of network security and more widespread use of ICT by citizens, business and administrations by developing local content for the Internet and introducing online services, in particular e-business, e-government, e-health and e-learning;
- (b) coordination of electronic communication policies with a view to making optimal use of the radio spectrum and interoperability of networks in the UK and in Ukraine;
- (c) strengthening of the independence and administrative capacity of the national regulator in the field of communications in order to ensure its ability to take appropriate regulatory measures and enforce its own decisions and all applicable regulations, and to guarantee fair competition in the markets;
- (d) promotion of joint projects for research in the field of information and communications technology.

ARTICLE 361

The Parties shall exchange information, best practices and experience, undertake joint actions with the aim of developing a comprehensive regulatory framework and ensure efficient functioning of, and undistorted competition in, the electronic communications markets.

ARTICLE 362

The Parties shall promote cooperation between national regulators in the field of communications of the UK and Ukraine.

CHAPTER 15 Audio-visual policy

ARTICLE 363

The Parties shall cooperate to promote the audiovisual industry and encourage co-production in the fields of cinema and television.

ARTICLE 364

Cooperation under Article 363 could include, *inter alia*, the training of journalists and other professionals from both the printed and electronic media, as well as support to the media (public and private), so as to reinforce their independence, professionalism and links between media in compliance with international standards.

CHAPTER 16 Tourism

ARTICLE 365

The Parties shall cooperate in the field of tourism with the aim of developing a more competitive tourism industry, as a generator of economic growth and empowerment, employment and foreign exchange.

ARTICLE 366

1. Cooperation shall have regard to the following principles:
 - (a) respect for the integrity and interests of local communities, particularly in rural areas;
 - (b) the importance of cultural heritage;

- (c) positive interaction between tourism and environmental preservation.

2. Relevant provisions concerning tour operators are contained in Chapter 6 (Establishment, Trade in Services, and Electronic commerce) of Title IV (Trade and Trade-related Matters) of this Agreement. Relevant provisions concerning movement of persons are covered by Article 18 of this Agreement.

ARTICLE 367

Cooperation will focus, *inter alia*, on the following aspects:

- (a) exchange of information, best practices, experience and "know-how" transfer, including on innovative technologies;
- (b) establishment of a strategic partnership between public, private and community interests in order to ensure the sustainable development of tourism;
- (c) promotion and development of tourism products and markets, infrastructure, human resources and institutional structures;
- (d) development and implementation of efficient policies and strategies, including appropriate legal, administrative and financial aspects;
- (e) tourism training and capacity building designed to improve service standards;
- (f) development and promotion of community-based tourism.

CHAPTER 17

Agriculture and rural development

ARTICLE 368

The Parties shall cooperate to promote agricultural and rural development.

ARTICLE 369

Cooperation between the Parties in the field of agriculture and rural development shall cover, *inter alia*, the following areas:

- (a) facilitating mutual understanding of agricultural and rural development policies, including through the exchange of knowledge and practices on high value added agricultural and food production and mechanisms of its support;
- (b) enhancing administrative capacities at central and local levels for the planning, evaluation and implementation of policies;

- (c) promoting modern and sustainable agricultural production, respectful of the environment and of animal welfare, including extension of the use of organic production methods and the use of biotechnologies, *inter alia* through the implementation of best practices in those fields, taking into account climate change;
- (d) sharing knowledge and best practices of rural development policies to promote economic well-being for rural communities;
- (e) improving the competitiveness of the agricultural sector and the efficiency and transparency of the markets as well as conditions for investment;
- (f) disseminating knowledge through training and information events;
- (g) favouring innovation through research and promoting extension services to agricultural producers;
- (h) enhancing harmonisation of issues addressed within the framework of international organisations;
- (i) exchanging best practices on support mechanisms for agricultural policies and rural areas;
- (j) promoting the policy of quality of agricultural products in the areas of product standards, production requirements and quality schemes.

CHAPTER 18
Fisheries and maritime policies

Section 1
Fisheries policy

ARTICLE 370

1. The Parties shall cooperate on mutually beneficial matters of common interest in the fisheries sector, including conservation and management of living aquatic resources, inspection and control, data collection, and the fight against illegal, unreported and unregulated fishing.

2. Such cooperation will respect the international obligations of the Parties concerning management and conservation of living aquatic resources.

ARTICLE 371

The Parties shall take joint actions, exchange information and provide support to each other in order to promote:

- (a) good governance and best practices in fisheries management with a view to ensuring conservation and management of fish stocks in a sustainable manner, and based on the ecosystem approach;
- (b) responsible fishing and fisheries management consistent with the principles of sustainable development, so as to conserve fish stocks and ecosystems in a healthy state;
- (c) cooperation through Regional Fisheries Management Organisations (RFMOs).

ARTICLE 372

The Parties will support initiatives, such as mutual exchange of experience and providing support, designed to ensure the implementation of a sustainable fisheries policy, including:

- (a) management of living aquatic resources, fishing effort and technical measures;
- (b) inspection and control of fishing activities, using the necessary surveillance equipment, including a vessel monitoring system, as well as development of corresponding administrative and judicial structures capable of applying appropriate measures;
- (c) harmonised collection of catch, landing, fleet, biological and economic data;
- (d) management of fishing capacity, including a functioning fishing fleet register;
- (e) improving the efficiency of the markets, in particular by promoting producer organisations, providing information to consumers, and through marketing standards and traceability;
- (f) development of a structural policy for the fisheries sector, paying particular attention to the sustainable development of coastal communities.

Section 2 Maritime policy

ARTICLE 373

Taking into account their cooperation in the spheres of fisheries, transport, environment and other sea-related policies, the Parties shall also develop cooperation on an integrated maritime policy, in particular:

- (a) promoting an integrated approach to maritime affairs, good governance and exchange of best practices in the use of the marine space;

- (b) establishing a framework for arbitrating between competing human activities and managing their impact on the marine environment by promoting maritime spatial planning as a tool contributing to improved decision-making;
- (c) promoting sustainable development of coastal regions and maritime industries as a generator of economic growth and employment, including through the exchange of best practices;
- (d) promoting strategic alliances between maritime industries, services and scientific institutions specialising in marine and maritime research, including the building of cross-sectoral maritime clusters;
- (e) endeavouring to improve maritime safety and security measures and to enhance cross-border and cross-sectoral maritime surveillance in order to address the increasing risks related to intensive maritime traffic, operational discharges of vessels, maritime accidents and illegal activities at sea;
- (f) promoting different networks between maritime stakeholders.

ARTICLE 374

This cooperation shall include:

- (a) exchange of information, best practices, experience and maritime "know-how" transfer, including on innovative technologies in maritime sectors;
- (b) exchange of information and best practices on financing options for projects, including public-private partnerships;
- (c) enhancing cooperation between the Parties in the relevant international maritime fora.

CHAPTER 19 Consumer protection

ARTICLE 375

The Parties shall cooperate in order to ensure a high level of consumer protection and to achieve compatibility between their systems of consumer protection.

ARTICLE 376

In order to achieve these objectives, the cooperation shall comprise, in particular:

- (a) promotion of exchange of information on consumer protection systems;
- (b) provision of expertise on legislative and technical capacity to enforce legislation and market surveillance systems;
- (c) improvement of information provided to consumers;
- (d) training activities for administration officials and persons representing consumer interests;
- (e) encouraging the development of independent consumer associations and contacts between consumer representatives.

CHAPTER 20
Cooperation on employment, social policy and equal opportunities

ARTICLE 377

Taking account of Chapter 13 (Trade and Sustainable Development) of Title IV (Trade and Trade-related Matters) of this Agreement, the Parties shall strengthen their dialogue and cooperation on promoting the decent work agenda, employment policy, health and safety at work, social dialogue, social protection, social inclusion, gender equality and non-discrimination.

ARTICLE 378

Cooperation in the areas covered by Article 377 of this Agreement shall pursue the following goals:

- (a) improve the quality of human life;
- (b) meet common challenges, such as globalisation and demographic change;
- (c) aim at more and better jobs with decent working conditions;
- (d) promote social fairness and justice, while reforming labour markets;
- (e) promote conditions of labour markets that combine flexibility with security;
- (f) promote active labour market measures and improve efficiency of employment services to match the needs of the labour market;
- (g) foster more inclusive labour markets that integrate disadvantaged people;

- (h) reduce the informal economy by transforming undeclared work;
- (i) improve the level of protection of health and safety at work, including by education and training on health and safety issues, promotion of preventive measures, prevention of major accident hazards, management of toxic chemicals, and exchange of good practice and research in this area;
- (j) enhance the level of social protection and modernise social protection systems, in terms of quality, accessibility, and financial sustainability;
- (k) reduce poverty and enhance social cohesion;
- (l) aim at gender equality and ensure equal opportunities for women and men in employment, education, training, economy and society, and decision-making;
- (m) combat discrimination on all grounds;
- (n) enhance the capacity of social partners and promote social dialogue.

ARTICLE 379

The Parties shall encourage the involvement of all relevant stakeholders, in particular social partners, as well as civil society organisations, in Ukraine's policy reforms and in the cooperation between the Parties under this Agreement.

ARTICLE 380

The Parties shall promote corporate social responsibility and accountability and encourage responsible business practices, such as those promoted by the UN Global Compact of 2000, the International Labour Organization (ILO) Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy of 1977 as amended in 2006, and the OECD Guidelines for Multinational Enterprises of 1976 as amended in 2000.

ARTICLE 381

The Parties shall aim at enhancing cooperation on employment and social policy matters in all relevant regional, multilateral and international fora and organisations.

CHAPTER 21 Public health

ARTICLE 382

The Parties shall develop their cooperation in the public health field, to raise the level of public health safety and protection of human health as a precondition for sustainable development and economic growth.

ARTICLE 383

1. Such cooperation shall cover, in particular, the following areas:
 - (a) strengthening of the public health system and its capacity in Ukraine, in particular through implementation of reforms, further development of primary health care, and training of staff;
 - (b) prevention and control of communicable diseases, such as HIV/AIDS and tuberculosis, increased preparedness regarding highly pathogenic disease outbreaks, and implementation of the International Health Regulations;
 - (c) prevention and control of non-communicable diseases, through exchange of information and good practices, promoting healthy lifestyles, addressing major health determinants and problems, such as mother and child health, mental health, and addiction to alcohol, drugs and tobacco, including implementation of the Framework Convention on Tobacco Control of 2003;
 - (d) quality and safety of substances of human origin, such as blood, tissues and cells;
 - (e) health information and knowledge, including as regards the 'health in all policies' approach.
2. To that end, the Parties shall exchange data and best practices, and undertake other joint activities through participation in international networks in the public health field.

CHAPTER 22 Education, training, and youth

ARTICLE 384

Fully respecting the responsibility of the Parties for the content of teaching and the organisation of education systems and their cultural and linguistic diversity, the Parties shall promote cooperation in the field of education, training and youth in order to enhance mutual understanding, promote intercultural dialogue and increase the knowledge of their respective cultures.

ARTICLE 385

The Parties shall cooperate in the field of higher education, aiming, in particular at:

- (a) reforming and modernising the higher education systems;

- (b) promoting convergence in the field of higher education deriving from the Bologna process;
- (c) enhancing the quality and relevance of higher education;
- (d) stepping up cooperation between higher education institutions;
- (e) building up the capacity of higher education institutions;
- (f) increasing student and teacher mobility, paying particular attention to cooperation in the field of education with a view to facilitating access to higher education.

ARTICLE 386

The Parties shall endeavour to exchange information and expertise, in order to encourage closer cooperation in the field of vocational education and training with a view, in particular, to developing systems of vocational education and training, and further professional training throughout the working life, in response to the needs of the changing labour market.

ARTICLE 387

The Parties shall examine the possibility of developing their cooperation in other areas, such as secondary education, distance education, and life-long learning.

ARTICLE 388

The Parties shall encourage closer cooperation and exchange of experience in the field of youth policy and non-formal education for young people, with the aim of:

- (a) facilitating the integration of young people into society at large by encouraging their active citizenship and spirit of initiative;
- (b) helping young people acquire knowledge, skills and competencies outside the educational systems, including through volunteering, and recognising the value of such experiences;
- (c) enhancing cooperation with third countries;
- (d) promoting cooperation between youth organisations in the UK and in Ukraine;
- (e) promoting healthy lifestyles, with a particular focus on youth.

CHAPTER 23
Culture

ARTICLE 389

The Parties shall promote cultural cooperation in order to enhance mutual understanding and foster cultural exchanges, as well as to boost the mobility of art and artists from the UK and Ukraine.

ARTICLE 390

The Parties shall encourage intercultural dialogue between the individuals and organisations representing organised civil society and cultural institutions in the UK and in Ukraine.

ARTICLE 391

The Parties shall closely cooperate in relevant international fora, including United Nations Educational, Scientific and Cultural Organisation (UNESCO) and the Council of Europe (CoE), inter alia, in order to develop cultural diversity, and to preserve and valorise cultural and historical heritage.

CHAPTER 24
Cooperation in the field of sport and physical activity

ARTICLE 392

1. The Parties shall cooperate in the field of sport and physical activity in order to help develop a healthy lifestyle among all age groups, to promote the social functions and educational values of sport and to fight against threats to sport such as doping, match-fixing, racism and violence.

2. Such cooperation shall, in particular, include the exchange of information and good practices in the following areas:

- (a) promotion of physical activity and sport through the educational system, in cooperation with public institutions and non-governmental organisations;
- (b) sports participation and physical activity as a means to contribute to a healthy lifestyle and general well-being;
- (c) development of national competence and qualifications systems in the sport sector;
- (d) integration of disadvantaged groups through sport;

- (e) the fight against doping;
- (f) the fight against match-fixing;
- (g) security during major international sporting events.

CHAPTER 25
Civil society cooperation

ARTICLE 393

The Parties shall foster civil society cooperation, which shall aim to achieve the following objectives:

- (a) to strengthen contacts and encourage mutual exchange of experience between all sectors of civil society in the UK and in Ukraine;
- (b) to involve civil society organisations in the implementation of this Agreement, including its monitoring, and in the development of bilateral relations between the Parties;
- (c) to ensure a better knowledge and mutual understanding of the UK and Ukraine, including their history and culture.

ARTICLE 394

The Parties shall promote dialogue and cooperation between civil society stakeholders from both sides as an integral part of UK-Ukraine relations, by means of:

- (a) strengthening of contacts and mutual exchange of experience between civil society organisations in the UK and in Ukraine, in particular through professional seminars, training, etc;
- (b) facilitating institution-building and consolidation of civil society organisations, including, amongst others, advocacy, informal networking, visits, workshops, etc;
- (c) enabling the familiarisation of Ukrainian representatives with the process of consultation and dialogue between social and civil partners in the UK, with a view to integrating civil society into the policy process in Ukraine.

CHAPTER 26
Regional cooperation

ARTICLE 395

1. The Parties shall promote mutual understanding and bilateral cooperation in the field of regional policy, on methods of formulation and implementation of regional policies, including multi-level governance and partnership.

2. The Parties shall also promote the involvement of local and regional-level authorities in regional cooperation to sustain and develop capacity-building measures and to promote the strengthening of regional networks relating to, *inter alia*, transport, energy, communication networks, culture, education, tourism and health.

TITLE VI

FINANCIAL COOPERATION WITH ANTI-FRAUD PROVISIONS

ARTICLE 396

Ukraine may benefit from financial assistance to contribute to achieving the objectives of this Agreement, if agreed by both Parties. Any financial assistance will be provided in accordance with the following Articles of this Agreement.

ARTICLE 397

The Government of Ukraine shall exempt any technical assistance and humanitarian aid provided and financed by the Government of the UK under this Agreement from the payment of all duties, fees, levies or any costs whatsoever, including VAT.

ARTICLE 398

In order to make the best use of the resources available, the Parties shall endeavour to implement any assistance programs in close cooperation and coordination with other donor countries, donor organisations and international financial institutions, and in line with international principles of aid effectiveness.

ARTICLE 399

The Parties shall implement any assistance in accordance with the principles of sound financial management and shall cooperate in protecting the financial interests of the UK and of Ukraine. The Parties shall take effective measures to prevent and fight fraud, corruption and any other illegal activities, *inter alia*, by means of mutual administrative assistance and mutual legal assistance in the fields covered by this Agreement.

TITLE VII

INSTITUTIONAL, GENERAL AND FINAL PROVISIONS

CHAPTER 1
Institutional framework

ARTICLE 400

The Parties shall establish a Strategic Partnership Dialogue which shall meet at the level and frequency agreed in accordance with Article 4 of this Agreement.

ARTICLE 401

1. The Strategic Partnership Dialogue established by Article 400 of this Agreement shall consider any bilateral or international issues of mutual interest, including security, economic and migration issues, as well as any major issues arising within the framework of this Agreement. For the purposes of this Article, the UK recognises migration under the UN Global Compact for Migration, including but not limited to, visas, border security and returns policy.

2. In addition, the Strategic Partnership Dialogue shall supervise and monitor the application and implementation of this Agreement and periodically review the functioning of this Agreement in the light of its objectives.

ARTICLE 402

1. The Strategic Partnership Dialogue shall consist of high-level officials or members of the Government of Ukraine, on the one hand, and of high-level officials or members of the Government of the United Kingdom, on the other.

2. The Strategic Partnership Dialogue shall establish its own rules of procedure.

3. The Strategic Partnership Dialogue may agree to set up committees and sub-committees to assist with the application and implementation of this Agreement, except in so far as it relates to Title IV (Trade and Trade-Related Matters). The Strategic Partnership Dialogue shall determine the composition, duties and functioning of any such committees and sub-committees. Any such committees and sub-committees shall report on their activities to the Strategic Partnership Dialogue regularly or upon the request of the Parties.

4. The existence of any committees or sub-committees shall not prevent either Party from bringing any matter directly to the Strategic Partnership Dialogue established under Article 400 of this Agreement.

5. Upon entry into force of this Agreement, any decisions adopted by the committees or sub-committees established by the EU-Ukraine Association Agreement before the EU-Ukraine Association Agreement ceased to apply to the United Kingdom shall, to the extent those decisions relate to the Parties to this Agreement, be deemed to have been adopted, *mutatis mutandis* and subject to the provisions of this Agreement, by the Strategic Partnership Dialogue established by Article 400 of this Agreement or the Trade Committee established by 404 of this Agreement.

6. Where appropriate, and by mutual agreement of the Parties, other bodies will take part as observers in the work of the Strategic Partnership Dialogue.

ARTICLE 403

1. For the purpose of attaining the objectives of this Agreement, the Strategic Partnership Dialogue shall have the power to take decisions and make recommendations within the scope of this Agreement. It shall adopt its decisions and recommendations by agreement between the Parties and following completion of the Parties' respective internal procedures.

2. Decisions taken by the Strategic Partnership Dialogue shall be binding on the Parties, which shall take appropriate measures, including necessary action in specific bodies established under this Agreement, to implement the decisions taken.

3. In accordance with the provisions of paragraph 1 of this Article, the Strategic Partnership Dialogue may update or amend the Annexes to this Agreement, without prejudice to the powers of the Trade Committee in Article 405 or to any specific provisions of Title IV (Trade and Trade-related Matters) of this Agreement.

ARTICLE 404

1. The Parties shall establish a Trade Committee, composed of the representatives of the Parties at the most appropriate level, to address all issues related to Title IV (Trade and Trade-related Matters) of this Agreement, as well as consider any other economic matters that may be relevant to the provisions of Title IV of this Agreement.

2. The Trade Committee shall supervise and monitor the application and implementation of Title IV of this Agreement and periodically review the functioning of Title IV of this Agreement in the light of its objectives.

3. The Trade Committee shall meet at least once a year, or as otherwise agreed by the Parties.

4. The Parties may establish specific rules of procedure for the Trade Committee.

5. The sub-committees established under Title IV of this Agreement shall inform the Trade Committee of the date and agenda of their meetings sufficiently in advance of their meetings. They shall report on their activities at each regular meeting of the Trade Committee.

6. The existence of any sub-committees shall not prevent either Party from bringing any matter directly to the Trade Committee.

7. Without prejudice to the powers of the Strategic Partnership Dialogue in Article 403 or to any specific provisions of Title IV (Trade and Trade-related Matters) of this Agreement, the Trade Committee may update or amend the Annexes to Title IV of this Agreement.

ARTICLE 405

1. For the purpose of attaining the objectives of this Agreement, the Trade Committee shall have the power to take decisions and make recommendations within the scope of Title IV of this Agreement. It shall adopt its decisions and recommendations by agreement between the Parties and following completion of the Parties' respective internal procedures.
2. Decisions taken by the Trade Committee shall be binding on the Parties, which shall take appropriate measures, including necessary action in specific bodies established under this Agreement, to implement the decisions taken.

CHAPTER 2 General and final provisions

ARTICLE 406 Access to courts and administrative organs

Within the scope of this Agreement, each Party undertakes to ensure that natural and legal persons of the other Party have access that is free of discrimination in relation to its own nationals to its competent courts and administrative organs, to defend their individual rights and property rights.

ARTICLE 407 Measures related to essential security interests

Nothing in this Agreement shall prevent a Party from taking any measures:

- (a) which it considers necessary to prevent the disclosure of information contrary to its essential security interests;
- (b) which relate to the production of, or trade in, arms, munitions or war materials or to research, development or production indispensable for defence purposes, provided that such measures do not impair the conditions of competition in respect of products not intended for specifically military purposes;
- (c) which it considers essential to its own security, in the event of serious internal disturbances affecting the maintenance of law and order, in time of war or serious international tension constituting threat of war, or in order to carry out obligations it has accepted for the purpose of maintaining peace and international security.

ARTICLE 408 Non-discrimination

1. In the fields covered by this Agreement and without prejudice to any special provisions contained therein:

(a) the arrangements applied by Ukraine in respect of the UK shall not give rise to any discrimination between UK nationals or legal entities;

(b) the arrangements applied by the United Kingdom in respect of Ukraine shall not give rise to any discrimination between Ukrainian nationals or legal entities.

2. The provisions of paragraph 1 of this Article shall be without prejudice to the right of the Parties to apply the relevant provisions of their fiscal legislation to taxpayers who are not in identical situations as regards their place of residence.

ARTICLE 409

Fulfilment of obligations

1. The Parties shall take any general or specific measures required to fulfil their obligations under this Agreement. They shall ensure that the objectives set out in this Agreement are attained.

2. The Parties agree to consult promptly at the request of either Party, to discuss any matter concerning the interpretation, implementation, or good faith application of this Agreement and other relevant aspects of the relations between the Parties.

3. Any dispute related to the interpretation, implementation or good faith application of this Agreement shall be considered by the Parties in accordance with Article 410 of this Agreement within the Strategic Partnership Dialogue, which may settle a dispute by means of a binding decision.

ARTICLE 410

Dispute Settlement

1. When a dispute arises between the Parties concerning the interpretation, implementation, or good faith application of this Agreement, any Party shall submit to the other Party and the Strategic Partnership Dialogue created by Article 400 of this Agreement a formal request that the matter in dispute be resolved. By way of derogation, disputes concerning the interpretation, implementation, or good faith application of Title IV (Trade and Trade-related Matters) of this Agreement shall be exclusively governed by Chapter 14 (Dispute Settlement) of Title IV (Trade and Trade-related Matters) of this Agreement.

2. The Parties shall endeavour to resolve the dispute by entering into good faith consultations within the Strategic Partnership Dialogue created in Article 400, with the aim of reaching a mutually acceptable solution in the shortest time possible.

3. Notwithstanding the provisions of Article 400 of this Agreement if a Party makes a formal request that a dispute be resolved, the Parties shall meet in the Strategic Partnership Dialogue

within one month of that request being made. The Parties shall ensure that the configuration of the Strategic Partnership Dialogue convened to consider the dispute is comprised of high officials or representatives at the most appropriate governmental level of both Parties. The Parties shall provide the Strategic Partnership Dialogue with all the information required for a thorough examination of the situation.

4. Notwithstanding the provisions of Article 400 of this Agreement, if a dispute is not resolved within a reasonable time through consultations, the Strategic Partnership Dialogue shall, at the request of any Party, meet monthly to discuss the dispute. A dispute shall be deemed to be resolved when the Strategic Partnership Dialogue has taken a binding decision to settle the matter as provided in paragraph 3 of Article 409 of this Agreement, or when it has declared that the dispute is at an end.

5. All information disclosed during the resolution of the dispute shall remain confidential.

ARTICLE 411

Immediate termination or suspension of the Agreement

1. A Party may with immediate effect terminate the Agreement or suspend its operation in whole or in part only on the following grounds:

(a) denunciation of the Agreement by the other Party which is not sanctioned by the general rules of international law; or

(b) violation by the other Party of the essential elements in Article 2 of this Agreement.

2. If a Party invokes a ground listed in paragraph 1 (a) or (b) of this Article, Articles 409(2) and (3) and 410 shall not apply.

ARTICLE 412

Relation to other agreements

1. Upon the entry into force of this Agreement, the Treaty on the Principles of Relations and Co-Operation between Ukraine and the United Kingdom of Great Britain and Northern Ireland, done at London on 10 February 1993 shall terminate with immediate effect, notwithstanding Article 22 of that Treaty.

2. The Parties may complement this Agreement by concluding specific agreements in any area falling within its scope. Such specific agreements shall be an integral part of the overall bilateral relations as governed by this Agreement and shall form part of a common institutional framework of the Parties.

ARTICLE 413

References to EU law

1. Except as otherwise provided, references in this Agreement to EU law are to be read as references to that EU law in force as incorporated or implemented in United Kingdom law as

retained EU law on the day after the United Kingdom ceases to be bound by the relevant EU law.

2. In this Article "United Kingdom law" includes the law of the territories for whose international relations the United Kingdom is responsible to whom this Agreement extends, as set out in paragraph 1 of Article 416.

ARTICLE 414 **Annexes and Protocols**

The Annexes and Protocols to this Agreement shall form an integral part thereof.

ARTICLE 415 **Duration**

1. This Agreement is concluded for an unlimited period. The Parties shall provide for a comprehensive review of the achievement of objectives under this Agreement by mutual consent of the Parties.

2. Either Party may denounce this Agreement by written notification to the other Party. This Agreement shall terminate six months from the date of receipt of such notification by the other Party.

3. This Article shall not apply if the Agreement is terminated in accordance with Article 411.

ARTICLE 416 **Territorial application**

1. This Agreement shall apply, to the extent that and under the conditions which the EU-Ukraine Association Agreement applied immediately before it ceased to apply to the United Kingdom, on the one hand, to the United Kingdom and the following territories for whose international relations it is responsible: (a) Gibraltar; (b) the Channel Islands and the Isle of Man and, on the other hand, to the territory of Ukraine.

2. The application of this Agreement, or of Title IV (Trade and Trade-related Matters) thereof, in relation to the Autonomous Republic of Crimea, the city of Sevastopol and parts of the Donetsk and Luhansk Oblasts of Ukraine defined in the Laws of Ukraine of 15 April 2014 Nr. 1207-VII "On Ensuring the Rights and Freedoms of Citizens and Legal Regime on the Temporarily Occupied Territory of Ukraine" and of 18 January 2018 Nr. 2268-VIII "On the Peculiarities of State Policy on Ensuring the State Sovereignty of Ukraine over Temporarily Occupied Territories in Donetsk and Luhansk Oblasts", shall commence once Ukraine ensures the full implementation and enforcement of this Agreement, or of Title IV (Trade and Trade-related Matters) thereof, on its entire territory.

3. The Strategic Partnership Dialogue shall adopt a decision on when the full implementation and enforcement of this Agreement, or of Title IV (Trade and Trade-related Matters) thereof, on the entire territory of Ukraine, is ensured.

ARTICLE 417
Authentic Texts

This Agreement is drawn up in the Ukrainian and English languages, both texts being equally authentic.

ARTICLE 418
Entry into force

1. This Agreement shall be subject to ratification or approval in accordance with the laws of each Party. Each Party shall notify the other Party in writing of the completion of those procedures.

2. This Agreement shall enter into force on the later of:

(a) the date on which the EU-Ukraine Association Agreement ceases to apply to the United Kingdom, and

(b) the date of receipt of the later of the Parties' notifications that they have completed their internal procedures.

3. Notifications regarding completion of internal procedures under paragraph 1 of this Article shall be submitted by Ukraine to the United Kingdom's Foreign, Commonwealth and Development Office or its successor, and by the United Kingdom to the Ministry of Foreign Affairs of Ukraine.

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

DONE at _____, this _____ day of _____, 2020, in two originals, in the Ukrainian and English languages, both texts being equally authentic.

For Ukraine

**For the United Kingdom of Great Britain
and Northern Ireland**



ANNEX I-A

TARIFF SCHEDULES OF UKRAINE

1. Customs duties on goods originating in United Kingdom provided for in the tariff lines in staging categories '7', '10', '20 % reduction in 5 years', '20 % reduction in 10 years', '30 % reduction in 5 years', '50 % reduction in 5 years', '50 % reduction in 7 years', '50 % reduction in 10 years' and '60 % reduction in 5 years' in the Tariff Elimination Schedules shall be removed in accordance with the following table:

Year	Staging category '7'	Staging category '10'	Staging category '20 % reduction in 5 years'	Staging category '20 % reduction in 10 years'	Staging category '30 % reduction in 5 years'	Staging category '50 % reduction in 5 years'	Staging category '50 % reduction in 7 years'	Staging category '50 % reduction in 10 years'	Staging category '60 % reduction in 5 years'
2021	2/8 th of the base rate	5/11 th of the base rate	customs duty equivalent to the base rate reduced by 20%	5/11 th of the 20% of the base rate	customs duty equivalent to the base rate reduced by 30%	customs duty equivalent to the base rate reduced by 50%	2/8 th of the 50% of the base rate	5/11 th of the 50% of the base rate	customs duty equivalent to the base rate reduced by 60%
2022	1/8 th of the base rate	4/11 th of the base rate	customs duty equivalent to the base rate reduced by 20%	4/11 th of the 20% of the base rate	customs duty equivalent to the base rate reduced by 30%	customs duty equivalent to the base rate reduced by 50%	1/8 th of the 50% of the base rate	4/11 th of the 50% of the base rate	customs duty equivalent to the base rate reduced by 60%
2023	Duty free	3/11 th of the base rate	customs duty equivalent to the base rate reduced by 20%	3/11 th of the 20% of the base rate	customs duty equivalent to the base rate reduced by 30%	customs duty equivalent to the base rate reduced by 50%	customs duty equivalent to the base rate reduced by 50%	3/11 th of the 50% of the base rate	customs duty equivalent to the base rate reduced by 60%
2024	Duty free	2/11 th of the base rate	customs duty equivalent to the base rate reduced by 20%	2/11 th of the 20% of the base rate	customs duty equivalent to the base rate reduced by 30%	customs duty equivalent to the base rate reduced by 50%	customs duty equivalent to the base rate reduced by 50%	2/11 th of the 50% of the base rate	customs duty equivalent to the base rate reduced by 60%
2025	Duty free	1/11 th of the base rate	customs duty equivalent to the base rate reduced by 20%	1/11 th of the 20% of the base rate	customs duty equivalent to the base rate reduced by 30%	customs duty equivalent to the base rate reduced by 50%	customs duty equivalent to the base rate reduced by 50%	1/11 th of the 50% of the base rate	customs duty equivalent to the base rate reduced by 60%
2026 and onwards	Duty free	Duty free	customs duty equivalent to the base rate reduced by 20%	customs duty equivalent to the base rate reduced by 20%	customs duty equivalent to the base rate reduced by 30%	customs duty equivalent to the base rate reduced by 50%	customs duty equivalent to the base rate reduced by 50%	customs duty equivalent to the base rate reduced by 50%	customs duty equivalent to the base rate reduced by 60%

2. For the purposes of the elimination of customs duties, the rate of customs duties applied in each stage shall be rounded down at least to the nearest tenth of a percentage point or, if the rate of customs duty is expressed in monetary units, at least to the nearest tenth of the official monetary unit of the Party.
3. For the purposes of this Annex, each reduction shall take effect on 1 January of the relevant year starting from the year in which the UK-Ukraine Agreement enters into force.
4. If the entry into force of this Agreement corresponds to a date after 1 January and before 31 December of the same year, the in-quota quantity will be pro-rated on a proportional basis for the remainder of the calendar year.

CN 2008	Description	Base rate	Staging category
I	SECTION I - LIVE ANIMALS; ANIMAL PRODUCTS		
01	CHAPTER 1 - LIVE ANIMALS		
0102	Live bovine animals:		
0102 90 49 00	---- Other	15	7
0103	Live swine:		
0103 91 10 00	--- Domestic species	5	50 % reduction in 7 years
0103 91 90 00	--- Other	5	7
0103 92 11 00	---- Sows having farrowed at least once, of a weight of not less than 160 kg	8	7
0103 92 19 00	---- Other	8	50 % reduction in 7 years
0103 92 90 00	--- Other	8	7
0105	Live poultry, that is to say, fowls of the species Gallus domesticus, ducks, geese, turkeys and guinea fowls:		
0105 12 00 00	-- Turkeys	2	7
02	CHAPTER 2 - MEAT AND EDIBLE MEAT OFFAL		
0201	Meat of bovine animals, fresh or chilled:		
0201 20 90 00	-- Other	15	50 % reduction in 7 years
0202	Meat of bovine animals, frozen:		
0202 20 90 00	-- Other	15	50 % reduction in 7 years
0202 30 50 00	-- Crop, chuck and blade and brisket cuts	15	20 % reduction in 5 years
0202 30 90 00	-- Other	15	50 % reduction in 7 years
0203	Meat of swine, fresh, chilled or frozen:		
0203 11 10 00	--- Of domestic swine	12	TRQ Pork – See Appendix to Annex I-A

0203 11 90 00	--- Other	12	TRQ Pork – See Appendix to Annex I-A
0203 12 11 00	---- Hams and cuts thereof	12	TRQ Pork – See Appendix to Annex I-A
0203 12 19 00	---- Shoulders and cuts thereof	12	TRQ Pork – See Appendix to Annex I-A
0203 12 90 00	--- Other	12	TRQ Pork – See Appendix to Annex I-A
0203 19 11 00	---- Fore-ends and cuts thereof	12	TRQ Pork – See Appendix to Annex I-A
0203 19 13 00	---- Loin and cuts thereof, with bone in	12	TRQ Pork – See Appendix to Annex I-A
0203 19 15 00	---- Bellies (streaky) and cuts thereof	12	TRQ Pork – See Appendix to Annex I-A
0203 19 55 00	----- Boneless	12	TRQ Pork – See Appendix to Annex I-A
0203 19 59 00	----- Other	12	TRQ Pork – See Appendix to Annex I-A
0203 19 90 00	--- Other	12	TRQ Pork – See Appendix to Annex I-A
0203 21 10 00	--- Of domestic swine	10	TRQ Pork – See Appendix to Annex I-A
0203 21 90 00	--- Other	10	TRQ Pork – See Appendix to Annex I-A
0203 22 11 00	---- Hams and cuts thereof	10	TRQ Pork – See Appendix to Annex I-A
0203 22 19 00	---- Shoulders and cuts thereof	10	TRQ Pork – See Appendix to Annex I-A
0203 22 90 00	--- Other	10	TRQ Pork – See Appendix to Annex I-A
0203 29 11 00	---- Fore-ends and cuts thereof	10	TRQ Pork – See Appendix to Annex I-A

0203 29 13 00	---- Loins and cuts thereof, with bone in	10	TRQ Pork = See Appendix to Annex I-A
0203 29 15 00	---- Bellies (streaky) and cuts thereof	10	TRQ Pork -- See Appendix to Annex I-A
0203 29 55 00	----- Boneless	10	TRQ Pork -- See Appendix to Annex I-A
0203 29 59 00	----- Other	10	TRQ Pork -- See Appendix to Annex I-A
0203 29 90 00	--- Other	10	TRQ Pork -- See Appendix to Annex I-A
0204	Meat of sheep or goats, fresh, chilled or frozen:		
0204 22 90 00	--- Other	10	20 % reduction in 5 years
0204 42 90 00	--- Other	10	7
0204 43 90 00	--- Other	10	7
0206	Edible offal of bovine animals, swine, sheep, goats, horses, asses, mules or hinnies, fresh, chilled or frozen:		
0206 10 10 00	-- For the manufacture of pharmaceutical products	15	7
0206 10 91 00	=== Livers	15	7
0206 10 95 00	=== Thick skirt and thin skirt	15	20 % reduction in 5 years
0206 10 99 00	--- Other	15	20 % reduction in 5 years
0206 21 00 00	-- Tongues	12	7
0206 22 00 00	-- Livers	15	7
0206 29 10 00	=== For the manufacture of pharmaceutical products	12	7
0206 29 91 00	===== Thick skirt and thin skirt	12	20 % reduction in 5 years
0206 29 99 00	===== Other	12	20 % reduction in 5 years
0206 30 00 00	= Of swine, fresh or chilled	15	7
0206 41 00 00	-- Livers	10	50 % reduction in 7 years
0206 49 20 00	=== Of domestic swine	10	50 % reduction in 7 years
0206 49 80 00	--- Other	10	7
0206 80 10 00	-- For the manufacture of pharmaceutical products	15	7
0206 80 91 00	--- Of horses, asses, mules and hinnies	15	20 % reduction in 5 years
0206 80 99 00	--- Of sheep and goats	15	20 %

			reduction in 5 years
0206 90 10 00	-- For the manufacture of pharmaceutical products	15	7
0206 90 91 00	--- Of horses, asses, mules and hinnies	15	7
0206 90 99 00	--- Of sheep and goats	15	7
0207	Meat and edible offal, of the poultry of heading 0105, fresh, chilled or frozen:		
0207 11 10 00	--- Plucked and gutted, with heads and feet, known as "83 % chickens"	15	7
0207 11 30 00	--- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '70 % chickens'	15	7
0207 11 90 00	--- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '65 % chickens', or otherwise presented	15	7
0207 12 10 00	--- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '70 % chickens'	12	TRQ Poultry - See Appendix to Annex I-A
0207 12 90 00	--- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '65 % chickens', or otherwise presented	12	TRQ Poultry - See Appendix to Annex I-A
0207 13 10 00	---- Boneless	12	7
0207 13 20 00	---- Halves or quarters	12	7
0207 13 30 00	---- Whole wings, with or without tips	12	7
0207 13 40 00	---- Backs, necks, backs with necks attached, rumps and wing tips	12	7
0207 13 50 00	---- Breasts and cuts thereof	12	7
0207 13 60 00	---- Legs and cuts thereof	12	7
0207 13 70 00	---- Other	12	7
0207 13 91 00	---- Livers	12	7
0207-13 99 00	---- Other	12	7
0207 14 10 00	---- Boneless	10	TRQ Poultry = See Appendix to Annex I-A
0207 14 20 00	---- Halves or quarters	10	TRQ Poultry - See Appendix to Annex I-A
0207 14 30 00	---- Whole wings, with or without tips	10	TRQ Poultry - See Appendix to Annex I-A
0207 14 40 00	---- Backs, necks, backs with necks attached, rumps and wing tips	10	TRQ Poultry - See Appendix to Annex I-A

0207 14 50 00	----- Breasts and cuts thereof	10	TRQ Poultry = See Appendix to Annex I-A
0207 14 60 00	----- Legs and cuts thereof	10	TRQ Poultry = See Appendix to Annex I-A
0207 14 70 00	----- Other	10	TRQ Poultry -- See Appendix to Annex I-A
0207 14 91 00	---- Livers	10	TRQ Poultry -- See Appendix to Annex I-A
0207 14 99 00	---- Other	10	TRQ Poultry = See Appendix to Annex I-A
0207 24 10 00	--- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '80 % turkeys'	15	7
0207 24 90 00	--- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '73 % turkeys', or otherwise presented	15	7
0207 25 10 00	--- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '80 % turkeys'	5	7
0207 25 90 00	--- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '73 % turkeys', or otherwise presented	5	7
0207 26 10 00	---- Boneless	15	TRQ Poultry -- See Appendix to Annex I-A
0207 26 20 00	----- Halves or quarters	15	TRQ Poultry -- See Appendix to Annex I-A
0207 26 30 00	----- Whole wings, with or without tips	15	TRQ Poultry -- See Appendix to Annex I-A
0207 26 40 00	----- Backs, necks, backs with necks attached, rumps and wing tips	15	TRQ Poultry = See Appendix to Annex I-A
0207 26 50 00	----- Breasts and cuts thereof	15	TRQ Poultry -- See Appendix to Annex I-A

0207 26 60 00	----- Drumsticks and cuts of drumsticks	15	TRQ Poultry - See Appendix to Annex I-A
0207 26 70 00	----- Other	15	TRQ Poultry - See Appendix to Annex I-A
0207 26 80 00	----- Other	15	TRQ Poultry - See Appendix to Annex I-A
0207 26 91 00	---- Livers	15	7
0207 26 99 00	---- Other	15	TRQ Poultry - See Appendix to Annex I-A
0207 27 10 00	---- Boneless	5	TRQ Poultry - See Appendix to Annex I-A
0207 27 20 00	----- Halves or quarters	5	TRQ Poultry - See Appendix to Annex I-A
0207 27 30 00	----- Whole wings, with or without tips	5	TRQ Poultry - See Appendix to Annex I-A
0207 27 40 00	----- Backs, necks, backs with necks attached, rumps and wing tips	5	TRQ Poultry - See Appendix to Annex I-A
0207 27 50 00	----- Breasts and cuts thereof	5	TRQ Poultry - See Appendix to Annex I-A
0207 27 60 00	----- Drumsticks and cuts thereof	5	TRQ Poultry - See Appendix to Annex I-A
0207 27 70 00	----- Other	5	TRQ Poultry - See Appendix to Annex I-A
0207 27 80 00	----- Other	5	TRQ Poultry - See Appendix to Annex I-A
0207 27 91 00	---- Livers	5	TRQ Poultry -

			See Appendix to Annex I-A
0207 27 99 00	---- Other	5	TRQ Poultry -- See Appendix to Annex I-A
0207 32 11 00	---- Plucked, bled, gutted but not drawn, with heads and feet, known as '85 % ducks'	15	7
0207 32 15 00	---- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '70 %ducks'	15	7
0207 32 19 00	---- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '63 % ducks', or otherwise presented	15	7
0207 32 51 00	---- Plucked, bled, not drawn, with heads and feet, known as '82 % geese'	15	7
0207 32 59 00	---- Plucked and drawn, without heads and feet, with or without hearts and gizzards, known as '75 % geese', or otherwise presented	15	7
0207 32 90 00	--- Of guinea fowls	15	7
0207 33 11 00	---- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '70 %ducks'	12	7
0207 33 19 00	---- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '63 % ducks', or otherwise presented	12	7
0207 33 51 00	---- Plucked, bled, not drawn, with heads and feet, known as '82 % geese'	12	7
0207 33 59 00	---- Plucked and drawn, without heads and feet, with or without hearts and gizzards, known as '75 % geese', or otherwise presented	12	7
0207 33 90 00	--- Of guinea fowls	12	7
0207 34 10 00	--- Of geese	12	7
0207 34 90 00	--- Of ducks	12	7
0207 35 11 00	----- Of geese	15	7
0207 35 15 00	----- Of ducks and guinea fowls	15	7
0207 35 21 00	----- Of ducks	15	7
0207 35 23 00	----- Of geese	15	7
0207 35 25 00	----- Of guinea fowls	15	7
0207 35 31 00	----- Whole wings, with or without tips	15	TRQ Poultry -- See Appendix to Annex I-A
0207 35 41 00	----- Backs, necks, backs with necks attached, rumps and wing tips	15	TRQ Poultry -- See Appendix to Annex I-A
0207 35 51 00	----- Of geese	15	7
0207 35 53 00	----- Of ducks and guinea fowls	15	7

0207 35 61 00	----- Of geese	15	TRQ Poultry - See Appendix to Annex I-A
0207 35 63 00	----- Of ducks and guinea fowls	15	TRQ Poultry - See Appendix to Annex I-A
0207 35 71 00	----- Goose or duck paletots	15	7
0207 35 79 00	----- Other	15	TRQ Poultry - See Appendix to Annex I-A
0207 35 91 00	----- Livers, other than fatty livers	15	7
0207 35 99 00	----- Other	15	TRQ Poultry - See Appendix to Annex I-A
0207 36 11 00	----- Of geese	15	7
0207 36 15 00	----- Of ducks and guinea fowls	15	7
0207 36 21 00	----- Of ducks	15	7
0207 36 23 00	----- Of geese	15	7
0207 36 25 00	----- Of guinea fowls	15	7
0207 36 31 00	----- Whole wings, with or without tips	15	TRQ Poultry - See Appendix to Annex I-A
0207 36 41 00	----- Backs, necks, backs with necks attached, rumps and wing tips	15	TRQ Poultry - See Appendix to Annex I-A
0207 36 51 00	----- Of geese	15	7
0207 36 53 00	----- Of ducks and guinea fowls	15	7
0207 36 61 00	----- Of geese	15	TRQ Poultry - See Appendix to Annex I-A
0207 36 63 00	----- Of ducks and guinea fowls	15	TRQ Poultry - See Appendix to Annex I-A
0207 36 71 00	----- Goose or duck paletots	15	TRQ Poultry - See Appendix to Annex I-A
0207 36 79 00	----- Other	15	TRQ Poultry - See Appendix to Annex I-A
0207 36 81 00	----- Fatty livers of geese	15	7

0207 36 85 00	----- Fatty livers of ducks	15	7
0207 36 89 00	----- Other	15	TRQ Poultry - See Appendix to Annex I-A
0207 36 90 00	----- Other	15	TRQ Poultry - See Appendix to Annex I-A
0208	Other meat and edible meat offal, fresh, chilled or frozen:		
0208 10 90 00	-- Other	10	20 % reduction in 5 years
0208 30 00 00	- Of primates	10	7
0208 90 60 00	-- Of reindeer	10	7
0208 90 70 00	-- Frogs' legs	10	7
0208 90 95 00	-- Other	10	7
0209 00	Pig fat, free of lean meat, lard and poultry fat, not rendered or otherwise extracted, fresh, chilled, frozen, salted, in brine, dried or smoked:		
0209 00 11 00	-- Fresh, chilled, frozen, salted or in brine	15	50 % reduction in 7 years
0209 00 19 00	-- Dried or smoked	15	20 % reduction in 5 years
0209 00 30 00	- Pig fat	15	50 % reduction in 7 years
0209 00 90 00	- Poultry fat	15	20 % reduction in 5 years
0210	Meat and edible meat offal, salted or in brine, dried or smoked; edible flours and meals of meat or meat offal:		
0210 11	-- Hams, shoulders and cuts thereof, with bone in:		
0210 11 11 00	----- Hams and cuts thereof	20	7
0210 11 19 00	----- Shoulders and cuts thereof	20	7
0210 11 31 00	----- Hams and cuts thereof	20	7
0210 11 39 00	----- Shoulders and cuts thereof	20	7
0210 11 90 00	--- Other	20	7
0210 12 11 00	---- Salted or in brine	10	7
0210 12 19 00	---- Dried or smoked	10	7
0210 12 90 00	--- Other	10	20 % reduction in 5 years
0210 19 10 00	----- Bacon sides or spencers	10	7
0210 19 20 00	----- Three-quarter sides or middles	10	7
0210 19 30 00	----- Fore-ends and cuts thereof	10	7
0210 19 40 00	----- Loins and cuts thereof	10	7
0210 19 50 00	----- Other	10	50 % reduction in 7 years

0210 19 60 00	----- Fore-ends and cuts thereof	10	7
0210 19 70 00	----- Loins and cuts thereof	10	7
0210 19 81 00	----- Boneless	10	7
0210 19 89 00	----- Other	10	50 % reduction in 7 years
0210 19 90 00	--- Other	10	50 % reduction in 7 years
0210 20 10 00	-- With bone in	15	7
0210 20 90 00	-- Boneless	15	7
0210 91 00 00	= = Of primates	20	7
0210 92 00 00	= = Of whales, dolphins and porpoises (mammals of the order Cetacea); of manatees and dugongs (mammals of the order Sirenia)	20	7
0210 93 00 00	= = Of reptiles (including snakes and turtles)	20	7
0210 99 10 00	---- Of horses, salted, in brine or dried	20	7
0210 99 21 00	----- With bone in	20	7
0210 99 29 00	----- Boneless	20	7
0210 99 31 00	---- Of reindeer	20	7
0210 99 39 00	---- Other	20	20 % reduction in 5 years
0210 99 41 00	----- Livers	20	7
0210 99 49 00	----- Other	20	20 % reduction in 5 years
0210 99 51 00	----- Thick skirt and thin skirt	20	7
0210 99 59 00	----- Other	20	20 % reduction in 5 years
0210 99 60 00	---- Of sheep and goats	20	7
0210 99 71 00	----- Fatty livers of geese or ducks, salted or in brine	20	7
0210 99 79 00	----- Other	20	20 % reduction in 5 years
0210 99 80 00	----- Other	20	50 % reduction in 7 years
0210 99 90 00	--- Edible flours and meals of meat or meat offal	20	50 % reduction in 7 years
03	CHAPTER 3 - FISH AND CRUSTACEANS, MOLLUSCS AND OTHER AQUATIC INVERTEBRATES		
0301	Live fish:		
0301 91 10 00	- - - Of the species <i>Oncorhynchus apache</i> and <i>Oncorhynchus chrysogaster</i>	10	7
0301 91 90 00	--- Other	10	7
0301 93 00 00	-- Carp	10	20 % reduction in 10 years
0301 99 19 11	----- Newly-hatched fish (young fish) weighing not more than 100 g	10	20 % reduction in 10 years

0301 99 19 12	----- Russian sturgeon (<i>Acipenser gueldenstaedtii</i>)	10	20 % reduction in 10 years
0301 99 19 13	----- stellate sturgeon (<i>Acipenser stellatus</i>)	10	20 % reduction in 10 years
0301 99 19 19	----- Other	10	20 % reduction in 10 years
0301 99 80 10	---- turbot (<i>Scophthalmus maeoticus</i> , <i>Psetta maxima</i>)	10	20 % reduction in 10 years
0301 99 80 90	---- Other	10	7
0302	Fish, fresh or chilled, excluding fish fillets and other fish meat of heading 0304:		
0302 61 80 00	--- Brisling or sprats (<i>Sprattus sprattus</i>)	5	20 % reduction in 10 years
0302 65 20 00	--- Dogfish of the species <i>Squalus acanthias</i>	10	7
0302 69 11 00	---- Carp	10	20 % reduction in 10 years
0302 69 55 00	---- Anchovies (<i>Engraulis</i> spp.)	10	7
0303	Fish, frozen, excluding fish fillets and other fish meat of heading 0304:		
0303 21 10 00	- - - Of the species <i>Oncorhynchus apache</i> and <i>Oncorhynchus chrysogaster</i>	5	20 % reduction in 10 years
0303 21 20 00	- - - Of the species <i>Oncorhynchus mykiss</i> , with heads and gills on, gutted, weighing more than 1,2 kg each, or with heads off, gilled and gutted, weighing more than 1 kg each	2	20 % reduction in 10 years
0303 21 80 00	--- Other	2	7
0303 74 30 90	---- Of the species <i>Scomber japonicus</i>	2	7
0303 74 90 00	--- Of the species <i>Scomber australasicus</i>	2	7
0303 79 11 00	---- Carp	2	20 % reduction in 10 years
0303 79 35 00	----- Of the species <i>Sebastes marinus</i>	2	7
0303 79 37 00	----- Other	2	7
0303 79 65 00	---- Anchovies (<i>Engraulis</i> spp.)	2	7
0303 79 91 00	- - - - Horse mackerel (<i>scad</i>) (<i>Caranx trachurus</i> , <i>Trachurus trachurus</i>)	5	7
0304	Fish fillets and other fish meat (whether or not minced), fresh, chilled or frozen:		
0304 29 15 00	----- Of the species <i>Oncorhynchus mykiss</i> weighing more than 400 g each	5	7
0304 29 17 00	----- Other	5	7
0304 29 39 00	----- Other	5	7
0305	Fish, dried, salted or in brine; smoked fish, whether or not cooked before or during the smoking process; flours, meals and pellets of fish, fit for human consumption:		

0305 30 30 00	- - Of Pacific salmon (<i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbusha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> and <i>Oncorhynchus rhodurus</i>), Atlantic salmon (<i>Salmo salar</i>), and Danube salmon (<i>Hucho hucho</i>), salted or in brine	10	50 % reduction in 5 years
0305 30 50 00	- - Of lesser or Greenland halibut (<i>Reinhardtius hippoglossoides</i>), salted or in brine	10	20 % reduction in 10 years
0305 30 90 10	- - - Of fish of the order Acipenseriformes	10	7
0305 30 90 90	- - - Other	10	60 % reduction in 5 years
0305 41 00 00	- - Pacific salmon (<i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbusha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> and <i>Oncorhynchus rhodurus</i>), Atlantic salmon (<i>Salmo salar</i>) and Danube salmon (<i>Hucho hucho</i>)	5	50 % reduction in 5 years
0305 49 45 00	- - - Trout (<i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> and <i>Oncorhynchus chrysogaster</i>)	8	7
0305 49 50 00	- - - Eels (<i>Anguilla</i> spp.)	8	7
0305 49 80 10	- - - - Fish of the order Acipenseriformes	10	7
0305 49 80 90	- - - - Other	10	7
0305 59 50 00	- - - Anchovies (<i>Engraulis</i> spp.)	10	50 % reduction in 5 years
0305 59 80 10	- - - - Fish of the order Acipenseriformes	10	7
0305 61 00 00	- - Herrings (<i>Clupea harengus</i> , <i>Clupea pallasii</i>)	7,5	20 % reduction in 10 years
0305 63 00 00	- - Anchovies (<i>Engraulis</i> spp.)	10	50 % reduction in 5 years
0306	Crustaceans, whether in shell or not, live, fresh, chilled, frozen, dried, salted or in brine; crustaceans, in shell, cooked by steaming or by boiling in water, whether or not chilled, frozen, dried, salted or in brine; flours, meals and pellets of crustaceans, fit for human consumption:		
0306 19 90 00	- - - Other	10	60 % reduction in 5 years
0307	Molluscs, whether in shell or not, live, fresh, chilled, frozen, dried, salted or in brine; aquatic invertebrates other than crustaceans and molluscs, live, fresh, chilled, frozen, dried, salted or in brine; flours, meals and pellets of aquatic invertebrates other than crustaceans, fit for human consumption:		
0307 31 10 00	- - - Mytilus spp.	5	20 % reduction in 10 years
0307 39 10 00	- - - Mytilus spp.	5	50 % reduction in 5 years
0307 49 59 00	- - - - - other	2	20 % reduction

			in 10 years
0307 49 99 00	----- other	5	7
0307 60 00 00	- Snails, other than sea snails	10	20 % reduction in 10 years
0307 99 11 00	---- Illex spp.	5	7
0307 99 18 00	---- Other aquatic invertebrates	5	20 % reduction in 10 years
0307 99 90 00	--- Other	5	20 % reduction in 10 years
04	CHAPTER 4 - DAIRY PRODUCE; BIRDS' EGGS; NATURAL HONEY; EDIBLE PRODUCTS OF ANIMAL ORIGIN, NOT ELSEWHERE SPECIFIED OR INCLUDED		
0401	Milk and cream, unconcentrated and without added sugar or other sweetening matter:		
0401 10 10 00	-- In immediate packings of a net content not exceeding two litres	10	7
0401 10 90 00	-- Other	10	7
0401 20 11 00	- - - In immediate packings of a net content not exceeding two litres	10	7
0401 20 19 00	- - - Other	10	7
0401 20 91 00	- - - In immediate packings of a net content not exceeding two litres	10	7
0401 20 99 00	- - - Other	10	7
0401 30 11 00	- - - In immediate packings of a net content not exceeding two litres	10	20 % reduction in 5 years
0401 30 19 00	- - - Other	10	20 % reduction in 5 years
0401 30 31 00	- - - In immediate packings of a net content not exceeding two litres	10	20 % reduction in 5 years
0401 30 39 00	- - - Other	10	20 % reduction in 5 years
0401 30 91 00	- - - In immediate packings of a net content not exceeding two litres	10	7
0401 30 99 00	- - - Other	10	7
0402	Milk and cream, concentrated or containing added sugar or other sweetening matter:		
0402 10 11 00	- - - In immediate packings of a net content not exceeding 2,5 kg	10	20 % reduction in 5 years
0402 10 19 00	- - - Other	10	30 % reduction in 5 years
0402 10 91 00	- - - In immediate packings of a net content not exceeding 2,5 kg	10	20 % reduction in 5 years
0402 10 99 00	- - - Other	10	20 % reduction in 5 years

0402 21 11 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	20 % reduction in 5 years
0402 21 17 00	- - - - Of a fat content, by weight, not exceeding 11 %	10	20 % reduction in 5 years
0402 21 19 00	- - - - Of a fat content, by weight, exceeding 11 % but not exceeding 27 %	10	20 % reduction in 5 years
0402 21 91 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	20 % reduction in 5 years
0402 21 99 00	- - - - Other	10	20 % reduction in 5 years
0402 29 11 00	- - - - Special milk, for infants, in hermetically sealed containers of a net content not exceeding 500 g of a fat content, by weight, exceeding 10 %	10	7
0402 29 15 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	7
0402 29 19 00	- - - - Other	10	7
0402 29 91 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	7
0402 29 99 00	- - - - Other	10	7
0402 91 11 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	7
0402 91 19 00	- - - - Other	10	7
0402 91 31 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	7
0402 91 39 00	- - - - Other	10	7
0402 91 51 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	20 % reduction in 5 years
0402 91 59 00	- - - - other	10	20 % reduction in 5 years
0402 91 91 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	20 % reduction in 5 years
0402 91 99 00	- - - - Other	10	20 % reduction in 5 years
0402 99 11 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	7
0402 99 19 00	- - - - Other	10	7
0402 99 31 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	7
0402 99 39 00	- - - - Other	10	7
0402 99 91 00	- - - - In immediate packings of a net content not exceeding 2,5 kg	10	20 % reduction in 5 years
0402 99 99 00	- - - - other	10	7

0403	Buttermilk, curdled milk and cream, yoghurt, kephir and other fermented or acidified milk and cream, whether or not concentrated or containing added sugar or other sweetening matter or flavoured or containing added fruit, nuts or cocoa:		
0403 10 11 00	---- Not exceeding 3 %	10	7
0403 10 13 00	---- Exceeding 3 % but not exceeding 6 %	10	20 % reduction in 5 years
0403 10 19 00	---- Exceeding 6 %	10	7
0403 10 31 00	---- Not exceeding 3 %	10	20 % reduction in 5 years
0403 10 33 00	---- Exceeding 3 % but not exceeding 6 %	10	7
0403 10 39 00	---- Exceeding 6 %	10	7
0403 10 51 00	---- Not exceeding 1,5 %	10	7
0403 10 53 00	---- Exceeding 1,5 % but not exceeding 27 %	10	7
0403 10 59 00	---- Exceeding 27 %	10	7
0403 10 91 00	---- Not exceeding 3 %	10	50 % reduction in 7 years
0403 10 93 00	---- Exceeding 3 % but not exceeding 6 %	10	50 % reduction in 7 years
0403 10 99 00	---- Exceeding 6 %	10	7
0403 90 11 00	----- Not exceeding 1,5 %	10	7
0403 90 13 00	----- Exceeding 1,5 % but not exceeding 27 %	10	7
0403 90 19 00	----- Exceeding 27 %	10	7
0403 90 31 00	----- Not exceeding 1,5 %	10	7
0403 90 33 00	----- Exceeding 1,5 % but not exceeding 27 %	10	7
0403 90 39 00	----- Exceeding 27 %	10	7
0403 90 51 00	----- Not exceeding 3 %	10	20 % reduction in 5 years
0403 90 53 00	----- Exceeding 3 % but not exceeding 6 %	10	7
0403 90 59 00	----- Exceeding 6 %	10	7
0403 90 61 00	----- Not exceeding 3 %	10	20 % reduction in 5 years
0403 90 63 00	----- Exceeding 3 % but not exceeding 6 %	10	7
0403 90 69 00	----- Exceeding 6 %	10	7
0403 90 71 00	---- Not exceeding 1,5 %	10	7
0403 90 73 00	---- Exceeding 1,5 % but not exceeding 27 %	10	7
0403 90 79 00	---- Exceeding 27 %	10	7
0403 90 91 00	---- Not exceeding 3 %	10	50 % reduction in 7 years
0403 90 93 00	---- Exceeding 3 % but not exceeding 6 %	10	50 % reduction in 7 years
0403 90 99 00	---- Exceeding 6 %	10	50 % reduction in 7 years

0404.	Whey, whether or not concentrated or containing added sugar or other sweetening matter; products consisting of natural milk constituents, whether or not containing added sugar or other sweetening matter, not elsewhere specified or included:		
0404 10 02 00	----- Not exceeding 1,5 %	10	50 % reduction in 7 years
0404 10 04 00	----- Exceeding 1,5 % but not exceeding 27 %	10	20 % reduction in 5 years
0404 10 06 00	----- Exceeding 27 %	10	7
0404 10 12 00	----- Not exceeding 1,5 %	10	7
0404 10 14 00	----- Exceeding 1,5 % but not exceeding 27 %	10	7
0404 10 16 00	----- Exceeding 27 %	10	7
0404 10 26 00	----- Not exceeding 1,5 %	10	7
0404 10 28 00	----- Exceeding 1,5 % but not exceeding 27 %	10	7
0404 10 32 00	----- Exceeding 27 %	10	7
0404 10 34 00	----- Not exceeding 1,5 %	10	7
0404 10 36 00	----- Exceeding 1,5 % but not exceeding 27 %	10	7
0404 10 38 00	----- Exceeding 27 %	10	7
0404 10 48 00	----- Not exceeding 1,5 %	10	7
0404 10 52 00	----- Exceeding 1,5 % but not exceeding 27 %	10	7
0404 10 54 00	----- Exceeding 27 %	10	7
0404 10 56 00	----- Not exceeding 1,5 %	10	7
0404 10 58 00	----- Exceeding 1,5 % but not exceeding 27 %	10	7
0404 10 62 00	----- Exceeding 27 %	10	7
0404 10 72 00	----- Not exceeding 1,5 %	10	7
0404 10 74 00	----- Exceeding 1,5 % but not exceeding 27 %	10	7
0404 10 76 00	----- Exceeding 27 %	10	7
0404 10 78 00	----- Not exceeding 1,5 %	10	7
0404 10 82 00	----- Exceeding 1,5 % but not exceeding 27 %	10	7
0404 10 84 00	----- Exceeding 27 %	10	7
0404 90 21 00	--- Not exceeding 1,5 %	10	20 % reduction in 5 years
0404 90 23 00	--- Exceeding 1,5 % but not exceeding 27 %	10	20 % reduction in 5 years
0404 90 29 00	--- Exceeding 27 %	10	7
0404 90 81 00	--- Not exceeding 1,5 %	10	7
0404 90 83 00	--- Exceeding 1,5 % but not exceeding 27 %	10	20 % reduction in 5 years
0404 90 89 00	--- Exceeding 27 %	10	7
0405	Butter and other fats and oils derived from milk; dairy spreads:		
0405 10 11 00	---- In immediate packings of a net content not exceeding 1 kg	10	30 % reduction in 5 years
0405 10 19 00	---- Other	10	30 % reduction in 5 years

0405 10 30 00	--- Recombined butter	10	20 % reduction in 5 years
0405 10 50 00	--- Whey butter	10	7
0405 10 90 00	-- Other	10	7
0405 20 10 00	-- Of a fat content, by weight, of 39 % or more but less than 60 %	10	7
0405 20 30 00	-- Of a fat content, by weight, of 60 % or more but not exceeding 75 %	10	20 % reduction in 5 years
0405 20 90 00	-- Of a fat content, by weight, of more than 75 % but less than 80 %	10	7
0405 90 10 00	-- Of a fat content, by weight, of 99,3 % or more and of a water content, by weight, not exceeding 0,5 %	10	30 % reduction in 5 years
0405 90 90 00	-- Other	10	7
0406	Cheese and curd:		
0406 30 10 00	-- In the manufacture of which no cheeses other than Emmentaler, Gruyere and Appenzell have been used and which may contain, as an addition, Glarus herb cheese (known as Schabziger); put up for retail sale, of a fat content by weight in the dry matter not exceeding 56 %	10	7
0406 30 31 00	---- Not exceeding 48 %	10	50 % reduction in 5 years
0406 30 39 00	---- Exceeding 48 %	10	50 % reduction in 5 years
0406 30 90 00	--- Of a fat content, by weight, exceeding 36 %	10	50 % reduction in 5 years
0407 00	Birds' eggs, in shell, fresh, preserved or cooked:		
0407 00 19 00	--- Other	5	7
0407 00 30 00	-- Other	12	7
0407 00 90 00	- Other	12	7
0408	Birds' eggs, not in shell, and egg yolks, fresh, dried, cooked by steaming or by boiling in water, moulded, frozen or otherwise preserved, whether or not containing added sugar or other sweetening matter:		
0408 11 20 00	--- Unfit for human consumption	10	7
0408 11 80 00	--- Other	10	20 % reduction in 5 years
0408 19 20 00	--- Unfit for human consumption	10	7
0408 19 81 00	---- Liquid	10	7
0408 19 89 00	---- Other, including frozen	10	7
0408 91 20 00	--- Unfit for human consumption	10	7
0408 91 80 00	--- Other	10	7
0408 99 20 00	--- Unfit for human consumption	10	7
0408 99 80 00	--- Other	10	7
0409 00 00 00	Natural honey	13	7

0410 00 00 00	Edible products of animal origin, not elsewhere specified or included	20	7
05	CHAPTER 5 - PRODUCTS OF ANIMAL ORIGIN, NOT ELSEWHERE SPECIFIED OR INCLUDED		
0501 00 00 00	Human hair, unworked, whether or not washed or scoured; waste of human hair	20	7
0502	Pigs', hogs' or boars' bristles and hair; badger hair and other brush making hair; waste of such bristles or hair:		
0502 10 00 00	- Pigs', hogs' or boars' bristles and hair and waste thereof	20	7
0502 90 00 00	- Other	20	7
0504 00 00 00	Guts, bladders and stomachs of animals (other than fish), whole and pieces thereof, fresh, chilled, frozen, salted, in brine, dried or smoked	5	20 % reduction in 5 years
0505	Skins and other parts of birds, with their feathers or down, feathers and parts of feathers (whether or not with trimmed edges) and down, not further worked than cleaned, disinfected or treated for preservation; powder and waste of feathers or parts of feathers:		
0505 10 10 00	-- Raw	20	7
0505 10 90 00	-- Other	20	7
0505 90 00 00	- Other	20	7
0506	Bones and horn-cores, unworked, defatted, simply prepared (but not cut to shape), treated with acid or degelatinised; powder and waste of these products:		
0506 10 00 00	- Ossein and bones treated with acid	20	7
0506 90 00 00	- Other	20	20 % reduction in 5 years
0511	Animal products not elsewhere specified or included; dead animals of Chapter 01 or 03, unfit for human consumption:		
0511 99 31 00	---- Raw	5	20 % reduction in 5 years
II	SECTION II - VEGETABLE PRODUCTS		
06	CHAPTER 6 - LIVE TREES AND OTHER PLANTS; BULBS, ROOTS AND THE LIKE; CUT FLOWERS AND ORNAMENTAL FOLIAGE		
0602	- Other live plants (including their roots), cuttings and slips; mushroom spawn:		
0602 20 10 00	-- Vine slips, grafted or rooted	5	50 % reduction in 5 years
07	CHAPTER 7 - EDIBLE VEGETABLES AND CERTAIN ROOTS AND TUBERS		
0702 00 00 00	Tomatoes, fresh or chilled:	10	50 % reduction in 5 years
0703	Onions, shallots, garlic, leeks and other alliaceous vegetables, fresh or chilled:		
0703 10 19 00	--- Other	10	50 %

			reduction in 5 years
0704	Cabbages, cauliflowers, kohlrabi, broccoli and similar edible brassicas, fresh or chilled:		
0704 10 00 00	- Cauliflowers and headed broccoli	10	50 % reduction in 5 years
0704 90 10 00	- - White cabbages and red cabbages	20	50 % reduction in 5 years
0706	Carrots, turnips, salad beetroot, salsify, celeriac, radishes and similar edible roots, fresh or chilled:		
0706 10 00 00	- Carrots and turnips	20	50 % reduction in 5 years
0707 00	Cucumbers and gherkins, fresh or chilled:		
0707 00 05 00	- Cucumbers	10	50 % reduction in 5 years
0709	Other vegetables, fresh or chilled:		
0709 30 00 00	- Aubergines (egg plants)	20	50 % reduction in 5 years
0709 51 00 00	- - Mushrooms of the genus Agaricus	20	50 % reduction in 5 years
0709 60 10 00	- - Sweet peppers	20	50 % reduction in 5 years
0709 90 10 00	- - Salad vegetables, other than lettuce (<i>Lactuca sativa</i>) and chicory (<i>Cichorium</i> spp.)	10	50 % reduction in 5 years
0710	Vegetables (uncooked or cooked by steaming or boiling in water), frozen:		
0710 21 00 00	- - Peas (<i>Pisum sativum</i>)	10	50 % reduction in 5 years
0710 22 00 00	- - Beans (<i>Vigna</i> spp., <i>Phaseolus</i> spp.)	10	50 % reduction in 5 years
0710 40 00 00	- Sweet corn	20	20 % reduction in 5 years
0710 80 95 00	- - Other	15	50 % reduction in 5 years
0710 90 00 00	- Mixtures of vegetables	10	50 % reduction in 5 years
0711	Vegetables provisionally preserved (for example, by sulphur dioxide gas, in brine, in sulphur water or in other preservative solutions), but unsuitable in that state for immediate consumption:		
0711 51 00 00	- - Of the genus <i>Agaricus</i>	20	20 % reduction in 5 years
0712	Dried vegetables, whole, cut, sliced, broken or in powder, but not further prepared:		

0712 20 00 00	- Onions	15	50 % reduction in 5 years
0712 90 90 00	-- Other	20	50 % reduction in 5 years
08	CHAPTER 8 - EDIBLE FRUIT AND NUTS; PEEL OF CITRUS FRUIT OR MELONS		
0806	Grapes, fresh or dried:		
0806 10 10 00	-- Table grapes	10	50 % reduction in 5 years
0806 10 90 00	-- Other	10	7
0808	Apples, pears and quinces, fresh:		
0808 10 10 00	- - Cider apples, in bulk, from 16 September to 15 December	10	7
0808 10 80 90	- - - From 1 April till 30 November	10	50 % reduction in 5 years
0808 20 10 00	- - - Perry pears, in bulk, from 1 August to 31 December	10	7
0808 20 50 10	- - - - From 1 December till 31 March	5	50 % reduction in 5 years
0808 20 50 90	- - - - From 1 April till 30 November	10	50 % reduction in 5 years
0809	Apricots, cherries, peaches (including nectarines), plums and sloes, fresh:		
0809 10 00 00	- Apricots	5	20 % reduction in 5 years
0809 20 05 00	-- Sour cherries (Prunus cerasus)	5	20 % reduction in 5 years
0809 20 95 00	-- Other	5	20 % reduction in 5 years
0809 30 10 00	-- Nectarines	5	7
0809 30 90 00	-- Other	5	20 % reduction in 5 years
0809 40 05 00	-- Plums	5	20 % reduction in 5 years
0810	Other fruit, fresh:		
0810 10 00 00	- Strawberries	17	50 % reduction in 5 years
0810 90 95 00	-- Other	10	50 % reduction in 5 years
0811	Fruit and nuts, uncooked or cooked by steaming or boiling in water, frozen, whether or not containing added sugar or other sweetening matter:		
0811 90 75 00	- - - - Sour cherries (Prunus cerasus)	10	50 % reduction in 5 years

0812	Fruit and nuts, provisionally preserved (for example, by sulphur dioxide gas, in brine, in sulphur water or in other preservative solutions), but unsuitable in that state for immediate consumption:		
0812 10 00 00	- Cherries	20	20 % reduction in 5 years
0812 90 10 00	- - Apricots	20	20 % reduction in 5 years
0813	Fruit, dried, other than that of headings 0801 to 0806; mixtures of dried fruits or nuts of this Chapter:		
0813 30 00 00	- Apples	20	20 % reduction in 5 years
11	CHAPTER 11 - PRODUCTS OF THE MILLING INDUSTRY; MALT; STARCHES; INULIN; WHEAT GLUTEN		
1105	Flour, meal, powder, flakes, granules and pellets of potatoes:		
1105 10 00 00	- Flour, meal and powder	20	20 % reduction in 5 years
1105 20 00 00	- Flakes, granules and pellets	20	50 % reduction in 5 years
1107	Malt, whether or not roasted:		
1107 10 99 00	- - - Other	10	7
1108	Starches; inulin:		
1108 11 00 00	- - Wheat starch	15	20 % reduction in 5 years
1108 12 00 00	- - Maize (corn) starch	10	20 % reduction in 5 years
1108 13 00 00	- - Potato starch	15	20 % reduction in 5 years
1108 14 00 00	- - Manioc(cassava)starch	20	20 % reduction in 5 years
1108 19 10 00	- - - Rice starch	15	20 % reduction in 5 years
12	CHAPTER 12 - OIL SEEDS AND OLEAGINOUS FRUITS; MISCELLANEOUS GRAINS, SEEDS AND FRUIT; INDUSTRIAL OR MEDICINAL PLANTS; STRAW AND FODDER		
1206 00	Sunflower seeds, whether or not broken:		
1206 00 99 00	- - Other	10	20 % reduction in 5 years
1208	Flours and meals of oil seeds or oleaginous fruits, other than flours of mustard:		
1208 10 00 00	- of soya beans	5	20 % reduction in 5 years

1209	Seeds, fruit and spores, of a kind used for sowing:		
1209 10 00 00	- Sugar beet seed	5	20 % reduction in 5 years
1210	Hop cones, fresh or dried, whether or not ground, powdered or in the form of pellets; lupulin:		
1210 10 00 00	- Hop cones, neither ground nor powdered nor in the form of pellets	20	20 % reduction in 5 years
1210 20 10 00	- - Hop cones, ground, powdered or in the form of pellets, with higher lupulin content; lupulin	20	30 % reduction in 5 years
1210 20 90 00	- - Other	20	20 % reduction in 5 years
1212	Locust beans, seaweeds and other algae, sugar beet and sugar cane, fresh, chilled, frozen or dried, whether or not ground; fruit stones and kernels and other vegetable products (including unroasted chicory roots of the variety <i>Cichorium intybus sativum</i>) of a kind used primarily for human consumption, not elsewhere specified or included:		
1212 91 20 00	- - - Dried, whether or not ground	20	20 % reduction in 5 years
1212 91 80 00	- - - Other	20	20 % reduction in 5 years
1212 99 20 00	- - - Sugar cane	20	7
13	CHAPTER 13 - LAC; GUMS, RESINS AND OTHER VEGETABLE SAPS AND EXTRACTS		
1302	Vegetable saps and extracts; pectic substances, pectinates and pectates; agar-agar and other mucilages and thickeners, whether or not modified, derived from vegetable products:		
1302 13 00 00	- - of hops	10	50 % reduction in 5 years
III	SECTION III - ANIMAL OR VEGETABLE FATS AND OILS AND THEIR CLEAVAGE PRODUCTS; PREPARED EDIBLE FATS; ANIMAL OR VEGETABLE WAXES		
15	CHAPTER 15 - ANIMAL OR VEGETABLE FATS AND OILS AND THEIR CLEAVAGE PRODUCTS; PREPARED EDIBLE FATS; ANIMAL OR VEGETABLE WAXES		
1501 00	Pig fat (including lard) and poultry fat, other than that of heading 0209 or 1503:		
1501 00 11 00	- - For industrial uses other than the manufacture of foodstuffs for human consumption	20	7
1501 00 19 00	- - Other	20	7
1501 00 90 00	- Poultry fat	20	7
1502 00	Fats of bovine animals, sheep or goats, other than those of heading 1503 00:		
1502 00 10 90	- - Other	12	7
1502 00 90 00	- Other	12	7

1503 00	Lard stearin, lard oil, oleostearin, oleo-oil and tallow oil, not emulsified or mixed or otherwise prepared:		
1503 00 11 00	- - For industrial uses	20	7
1503 00 19 00	- - Other	20	7
1503 00 30 00	- Tallow oil for industrial uses other than the manufacture of foodstuffs for human consumption	20	7
1503 00 90 00	- Other	20	7
1507	Soya-bean oil and its fractions, whether or not refined, but not chemically modified:		
1507 10 10 00	- - For technical or industrial uses other than the manufacture of foodstuffs for human consumption	5	20 % reduction in 5 years
1507 10 90 00	- - Other	10	20 % reduction in 5 years
1507 90 10 00	- - For technical or industrial uses other than the manufacture of foodstuffs for human consumption	5	20 % reduction in 5 years
1507 90 90 00	- - Other	10	20 % reduction in 5 years
1512	Sunflower-seed, safflower or cotton-seed oil and fractions thereof, whether or not refined, but not chemically modified:		
1512 11 10 00	- - - For technical or industrial uses other than the manufacture of foodstuffs for human consumption	8	20 % reduction in 5 years
1517	Margarine; edible mixtures or preparations of animal or vegetable fats or oils or of fractions of different fats or oils of this Chapter, other than edible fats or oils or their fractions of heading 1516:		
1517 10 10 00	- - Containing more than 10 % but not more than 15 % by weight of milk fats	10	50 % reduction in 5 years
1517 10 90 00	- - Other	10	30 % reduction in 5 years
1517 90 10 00	- - Containing more than 10 % but not more than 15 % by weight of milk fats	15	50 % reduction in 5 years
1517 90 91 00	- - - Fixed vegetable oils, fluid, mixed	15	30 % reduction in 5 years
1517 90 93 00	- - - Edible mixtures or preparations of a kind used as mould release preparations	15	50 % reduction in 5 years
1517 90 99 91	- - - - Shortening & Specialty fats such as cocoa butter substitute (CBS), cocoa butter equivalent (CBE), cocoa butter replacer (CBR), mixtures of vegetable fats (oils, including hydrogenated) for foodstuffs	5	30 % reduction in 5 years
1517 90 99 99	- - - - - Other	15	30 % reduction in 5 years
1522 00	Degras; residues resulting from the treatment of fatty substances or animal or vegetable waxes:		
1522 00 91 00	- - - Oil foots and dregs; soapstocks	20	20 % reduction

			in 5 years
1522 00 99 00	--- Other	20	20 % reduction in 5 years
IV	SECTION IV - PREPARED FOODSTUFFS; BEVERAGES, SPIRITS AND VINEGAR; TOBACCO AND MANUFACTURED TOBACCO SUBSTITUTES		
16	CHAPTER 16 - PREPARATIONS OF MEAT, OF FISH OR OF CRUSTACEANS, MOLLUSCS OR OTHER AQUATIC INVERTEBRATES		
1601 00	Sausages and similar products, of meat, meat offal or blood; food preparations based on these products:		
1601 00 10 00	- Of liver	15	7
1601 00 91 00	-- Sausages, dry or for spreading, uncooked	15	50 % reduction in 10 years
1601 00 99 00	-- Other	15	50 % reduction in 10 years
1602	Other prepared or preserved meat, meat offal or blood:		
1602 10 00 00	= Homogenised preparations	15	20 % reduction in 5 years
1602 20 11 00	--- Containing 75 % or more by weight of fatty livers	10	7
1602 20 19 00	--- Other	10	50 % reduction in 7 years
1602 20 90 00	-- Other	20	50 % reduction in 10 years
1602 31 11 00	---- containing exclusively uncooked turkey meat	20	7
1602 31 19 00	---- Other	20	7
1602 31 30 00	--- Containing 25 % or more but less than 57 % by weight of meat or offal	20	7
1602 31 90 00	--- Other	20	7
1602 32 11 00	---- uncooked	15	20 % reduction in 5 years
1602 32 19 00	---- Other	15	20 % reduction in 5 years
1602 32 30 00	--- Containing 25 % or more but less than 57 % by weight of meat or offal	15	7
1602 32 90 00	--- Other	15	7
1602 39 21 00	---- Uncooked	20	7
1602 39 29 00	---- Other	20	7
1602 39 40 00	--- Containing 25 % or more but less than 57 % by weight of meat or offal	20	7
1602 39 80 00	--- Other	20	7
1602 41 10 00	--- Of domestic swine	10	7
1602 41 90 00	--- Other	10	7
1602 42 10 00	--- Of domestic swine	10	7

1602 42 90 00	--- Other	10	7
1602 49 11 00	----- Loins (excluding collars) and cuts thereof, including mixtures of loins or hams	10	50 % reduction in 7 years
1602 49 13 00	----- Collars and cuts thereof, including mixtures of collars and shoulders	10	50 % reduction in 7 years
1602 49 15 00	----- Other mixtures containing hams (legs), shoulders, loins or collars, and cuts thereof	10	7
1602 49 19 00	----- Other	10	50 % reduction in 7 years
1602 49 30 00	----- Containing by weight 40 % or more but less than 80 % of meat or meat offal, of any kind, including fats of any kind or origin	10	7
1602 49 50 00	----- Containing by weight less than 40 % of meat or meat offal, of any kind, including fats of any kind or origin	10	50 % reduction in 7 years
1602 49 90 00	--- Other	10	7
1602 50 10 00	-- Uncooked; mixtures of cooked meat or offal and uncooked meat or offal	10	7
1602 50 31 00	---- Corned beef	10	7
1602 50 39 00	---- Other	10	7
1602 50 80 00	--- Other	10	7
1602 90 10 00	-- Preparations of blood of any animal	10	20 % reduction in 5 years
1602 90 31 00	--- Of game or rabbit	10	7
1602 90 41 00	--- Of reindeer	10	7
1602 90 51 00	---- Containing meat or meat offal of domestic swine	10	7
1602 90 61 00	----- Uncooked; mixtures of cooked meat or offal and uncooked meat or offal	10	7
1602 90 69 00	----- Other	10	7
1602 90 72 00	----- Of sheep	10	7
1602 90 74 00	----- Of goats	10	7
1602 90 76 00	----- Of sheep	10	7
1602 90 78 00	----- Of goats	10	7
1602 90 98 00	----- Other	10	7
1604	Prepared or preserved fish; caviar and caviar substitutes prepared from fish eggs:		
1604 11 00 00	-- Salmon	5	50 % reduction in 5 years
1604 12 91 00	---- In airtight containers	5	50 % reduction in 5 years
1604 12 99 00	---- Other	5	50 % reduction in 5 years
1604 13 11 00	---- In olive oil	10	20 % reduction in 5 years
1604 14 11 00	---- In vegetable oil	7	50 % reduction

			in 5 years
1604 14 16 00	----- Fillets known as "loins"	7	20 % reduction in 10 years
1604 14 18 00	----- Other	7	50 % reduction in 5 years
1604 14 90 00	--- Bonito (<i>Sarda</i> spp.)	7	7
1604 15 11 20	----- Of the species <i>Scomber japonicus</i>	10	20 % reduction in 10 years
1604 15 19 10	----- Of the species <i>Scomber scombrus</i>	5	7
1604 15 19 20	----- Of the species <i>Scomber japonicus</i>	10	20 % reduction in 5 years
1604 16 00 00	-- Anchovies	10	50 % reduction in 5 years
1604 19 10 00	--- Salmonidae, other than salmon	8	7
1604 19 39 00	---- Other	10	50 % reduction in 5 years
1604 19 91 90	----- Other	5	50 % reduction in 5 years
1604 19 94 90	----- Other	5	7
1604 19 98 90	----- Other	5	50 % reduction in 5 years
1604 20 05 00	-- Prepared surimi	5	50 % reduction in 5 years
1604 20 30 90	---- Other	5	7
1604 20 40 00	--- Of anchovies	10	7
1604 30 90 00	-- Caviar substitutes	10	50 % reduction in 5 years
1605	Crustaceans, molluscs and other aquatic invertebrates, prepared or preserved:	-	
1605 40 00 00	- Other crustaceans	10	20 % reduction in 10 years
1605 90 11 00	---- In airtight containers	5	20 % reduction in 10 years
1605 90 19 00	---- Other	5	20 % reduction in 10 years
1605 90 30 00	--- Other	5	20 % reduction in 10 years
1605 90 90 00	-- Other aquatic invertebrates	10	20 % reduction in 10 years
17	CHAPTER 17 - SUGARS AND SUGAR CONFECTIONERY		
1701	Cane or beet sugar and chemically pure sucrose, in solid form:		

1701 11 10 00	--- For refining	50	TRQ Sugar - See Appendix to Annex I-A
1701 11 90 00	--- Other	50	TRQ Sugar - See Appendix to Annex I-A
1701 12 10 00	--- For refining	50	TRQ Sugar - See Appendix to Annex I-A
1701 12 90 00	--- Other	50	TRQ Sugar - See Appendix to Annex I-A
1701 91 00 00	-- Containing added flavouring or colouring matter	50	TRQ Sugar - See Appendix to Annex I-A
1701 99 10 00	--- White sugar	50	TRQ Sugar - See Appendix to Annex I-A
1701 99 90 00	--- Other	50	TRQ Sugar - See Appendix to Annex I-A
1702	Other sugars, including chemically pure lactose, maltose, glucose and fructose, in solid form; sugar syrups not containing added flavouring or colouring matter; artificial honey, whether or not mixed with natural honey; caramel:		
1702 11 00 00	- - Containing by weight 99 % or more lactose, expressed as anhydrous lactose, calculated on the dry matter	5	20 % reduction in 5 years
1702 19 00 00	- - Other	5	20 % reduction in 5 years
1702 30 51 00	---- In the form of white crystalline powder, whether or not agglomerated	5	20 % reduction in 5 years
1702 30 59 00	---- Other	5	20 % reduction in 5 years
1702 30 99 00	---- Other	5	20 % reduction in 5 years
1702 40 90 00	-- Other	5	20 % reduction in 5 years
1702 60 95 00	-- Other	5	20 % reduction in 5 years
1702 90 71 00	--- Containing 50 % or more by weight of sucrose in the dry matter	5	20 % reduction in 5 years
1702 90 79 00	---- Other	5	20 % reduction in 5 years
1702 90 99 00	-- Other	5	20 % reduction in 5 years

1704	Sugar confectionery (including white chocolate), not containing cocoa:		
1704 90 99 00	----- Other	10	0 for sugar content < 70 %; - 20 % in 5 years for sugar content ≥ 70 %
18	CHAPTER 18 - COCOA AND COCOA PREPARATIONS		
1806	Chocolate and other food preparations containing cocoa:		
1806 10 30 00	-- Containing sucrose (including invert sugar expressed as sucrose) or isoglucose expressed as sucrose that is equal to 65 % or more but less than 80 % by weight	5	20 % reduction in 5 years
1806 10 90 00	-- Containing 80 % or more by weight of sucrose (including invert sugar expressed as sucrose) or isoglucose expressed as sucrose	5	20 % reduction in 5 years
1806 20 70 00	--- Chocolate milk crumb	15	20 % reduction in 5 years
1806 20 95 00	--- Other	15	0 for sugar content < 70 %; - 20 % in 5 years for sugar content ≥ 70 %
19	CHAPTER 19 - PREPARATIONS OF CEREALS, FLOUR, STARCH OR MILK; PASTRYCOOKS' PRODUCTS		
1901	Malt extract; food preparations of flour, meal, starch or malt extract, not containing cocoa or containing less than 40 % by weight of cocoa calculated on a totally defatted basis, not elsewhere specified or included; food preparations of goods of headings 0401 to 0404, not containing cocoa or containing less than 5 % by weight of cocoa calculated on a totally defatted basis, not elsewhere specified or included:		
1901 90 99 00	--- Other	10	0 for sugar content < 70 %; - 20 % in 5 years for sugar content ≥ 70 %
1904	Prepared foods obtained by the swelling or roasting of cereals or cereal products (for example, corn flakes); cereals (other than maize (corn)) in grain form or in the form of flakes or other worked grains (except flour, groats and meal), pre-cooked or otherwise prepared, not elsewhere specified or included:		
1904 30 00 00	- Bulgur wheat	10	20 % reduction in 5 years

20	CHAPTER 20 - PREPARATIONS OF VEGETABLES, FRUIT, NUTS OR OTHER PARTS OF PLANTS		
2002	Tomatoes prepared or preserved otherwise than by vinegar or acetic acid:		
2002 10 10 00	-- Peeled	8	20 % reduction in 5 years
2002 10 90 00	-- Other	8	20 % reduction in 5 years
2002 90 11 00	- - - In immediate packings of a net content exceeding 1 kg	12	20 % reduction in 5 years
2002 90 19 00	- - - In immediate packings of a net content not exceeding 1 kg	12	20 % reduction in 5 years
2002 90 99 00	- - - In immediate packings of a net content not exceeding 1 kg	12	20 % reduction in 5 years
2003	Mushrooms and truffles, prepared or preserved otherwise than by vinegar or acetic acid:		
2003 10 20 00	-- Provisionally preserved, completely cooked	10	20 % reduction in 5 years
2004	Other vegetables prepared or preserved otherwise than by vinegar or acetic acid, frozen, other than products of heading 2006:		
2004 10 99 10	---- packaged in containers 1 kg or greater not intended for retail sale	5	50 % reduction in 5 years
2004 10 99 90	---- Other	15	20 % reduction in 5 years
2005	Other vegetables prepared or preserved otherwise than by vinegar or acetic acid, not frozen, other than products of heading 2006:		
2005 20 20 00	- - - Thin slices, fried or baked, whether or not salted or flavoured, in airtight packings, suitable for immediate consumption	12	50 % reduction in 5 years
2005 40 00 00	- Peas (<i>Pisum sativum</i>)	12	50 % reduction in 5 years
2005 70 10 00	- - In immediate packings of a net content not exceeding 5 kg	10	7
2005 80 00 00	- Sweet corn (<i>Zea mays</i> var. <i>Saccharata</i>)	10	7
2009	Fruit juices (including grape must) or vegetable juices, unfermented and not containing added spirit, whether or not containing added sugar or other sweetening matter:		
2009 49 99 90	----- Other	10	20 % reduction in 5 years
21	CHAPTER 21 - MISCELLANEOUS EDIBLE PREPARATIONS		

2101	Extracts, essences and concentrates, of coffee, tea or mate and preparations with a basis of these products or with a basis of coffee, tea or mate; roasted chicory and other roasted coffee substitutes, and extracts, essences and concentrates thereof:		
2101 12 98 00	--- Other	10	50 % reduction in 5 years
2101 20 98 00	--- Other	10	50 % reduction in 5 years
2103	Sauces and preparations therefor; mixed condiments and mixed seasonings; mustard flour and meal and prepared mustard:		
2103 90 90 00	-- Other	10	7
2104	Soups and broths and preparations therefor; homogenised composite food preparations:		
2104 10 10 00	-- Dried	10	7
2104 20 00 00	- Homogenised composite food preparations	10	50 % reduction in 5 years
2106	Food preparations not elsewhere specified or included:		
2106 10 20 00	-- Containing no milk fats, sucrose, isoglucose, glucose or starch or containing, by weight, less than 1,5 % milk fat, 5 % sucrose or isoglucose, 5 % glucose or starch	4	20 % reduction in 5 years
2106 90 59 00	---- Other	10	50 % reduction in 5 years
2106 90 92 00	--- Containing no milk fats, sucrose, isoglucose, glucose or starch or containing, by weight, less than 1,5 % milk fat, 5 % sucrose or isoglucose, 5 % glucose or starch	8	7
22	CHAPTER 22 - BEVERAGES, SPIRITS AND VINEGAR		
2207	Undenatured ethyl alcohol of an alcoholic strength by volume of 80 % vol or higher; ethyl alcohol and other spirits, denatured, of any strength:		
2207 10 00 10	-- For medical use and pharmaceutical production	10	20 % reduction in 5 years
2207 10 00 90	-- Other	10	20 % reduction in 5 years
2207 20 00 00	- Ethyl alcohol and other spirits, denatured, of any strength	10	20 % reduction in 5 years
23	CHAPTER 23 - RESIDUES AND WASTE FROM THE FOOD INDUSTRIES; PREPARED ANIMAL FODDER		
2305 00 00 00	Oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of ground-nut oil	20	20 % reduction in 5 years
2306	Oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of vegetable fats or oils, other than those of headings 2304 or 2305:		
2306 10 00 00	- Of cotton seeds	20	20 % reduction

			in 5 years
2306 20 00 00	- Of linseed	20	20 % reduction in 5 years
2306 30 00 00	- Of sunflower seeds	20	20 % reduction in 5 years
2306 41 00 00	-- Of rape or colza seeds with low content of erucic acid	5	20 % reduction in 5 years
2306 49 00 00	-- Other	5	20 % reduction in 5 years
2306 50 00 00	- Of coconut or copra	20	20 % reduction in 5 years
2306 60 00 00	- Of palm nuts or kernels	20	20 % reduction in 5 years
2309	Preparations of a kind used in animal feeding:		
2309 10 11 00	----- Containing no milk products or containing less than 10 % by weight of such products	5	7
2309 10 31 00	----- Containing no milk products or containing less than 10 % by weight of such products	5	7
2309 90 31 00	----- Containing no milk products or containing less than 10 % by weight of such products	10	50 % reduction in 5 years
2309 90 41 00	----- Containing no milk products or containing less than 10 % by weight of such products	10	50 % reduction in 5 years
2309 90 51 00	----- Containing no milk products or containing less than 10 % by weight of such products	10	50 % reduction in 5 years
2309 90 99 10	----- Previous mixtures	2	7
2309 90 99 90	----- Other	10	7
24	CHAPTER 24 - TOBACCO AND MANUFACTURED TOBACCO SUBSTITUTES		
2401	Unmanufactured tobacco; tobacco refuse:		
2401 10 60 00	--- Sun-cured Oriental type tobacco	1	7
2401 20 90 00	--- Other	1	7
2402	Cigars, cheroots, cigarillos and cigarettes, of tobacco or of tobacco substitutes:		
2402 20 90 20	--- Cigarettes with filters	1.5 EUR/1 000 p/st	7
27	CHAPTER 27 - MINERAL FUELS, MINERAL OILS AND PRODUCTS OF THEIR DISTILLATION; BITUMINOUS SUBSTANCES; MINERAL WAXES		
2710	Petroleum oils and oils obtained from bituminous minerals, other than crude; preparations not elsewhere specified or included, containing by weight 70 % or more of petroleum oils or of oils obtained from bituminous minerals, these oils being the basic constituents of the preparations; waste oils:		
2710 11 31 00	----- Aviation spirit	10	7
2710 11 41 11	----- containing not less than 5 % of high-octane oxygen-containing agents	10	7

2710 11 41 19	----- Other	5	7
2710 11 49 11	----- Containing not less than 5 % of high-octane oxygen-containing agents	10	7
2710 11 49 99	----- other	5	7
2710 11 59 00	-----with an octane number of 98 or more	5	7
XVI	SECTION XVI - MACHINERY AND MECHANICAL APPLIANCES; ELECTRICAL EQUIPMENT; PARTS THEREOF; SOUND RECORDERS AND REPRODUCERS, TELEVISION IMAGE AND SOUND RECORDERS AND REPRODUCERS, AND PARTS AND ACCESSORIES OF SUCH ARTICLES		
85	CHAPTER 85 - ELECTRICAL MACHINERY AND EQUIPMENT AND PARTS THEREOF; SOUND RECORDERS AND REPRODUCERS, TELEVISION IMAGE AND SOUND RECORDERS AND REPRODUCERS, AND PARTS AND ACCESSORIES OF SUCH ARTICLES		
8527	Reception apparatus for radio-telephony, radio-telegraphy or radio-broadcasting, whether or not combined, in the same housing, with sound recording or reproducing apparatus or a clock:		
8527 13 10 00	--- With laser reading system	25	7
8527 13 91 00	---- Of the cassette-type with an analogue and digital reading system	25	7
87	CHAPTER 87 - VEHICLES OTHER THAN RAILWAY OR TRAMWAY ROLLING STOCK, AND PARTS AND ACCESSORIES THEREOF		
8702	Motor vehicles for the transport of 10 or more persons, including the driver:		
8702 10 11 10	---- Of a cylinder capacity not exceeding 5 000 cm ³	10	7
8702 10 11 30	---- Of a cylinder capacity exceeding 5 000 cm ³	20	7
8702 10 19 10	---- Of a cylinder capacity not exceeding 5 000 cm ³	10	7
8702 10 19 90	---- Of a cylinder capacity exceeding 5 000 cm ³	20	7
8702 10 91 00	--- New	10	7
8702 10 99 00	--- Used	10	7
8702 90 11 00	---- New	10	7
8702 90 19 00	---- Used	10	7
8702 90 31 00	---- New	10	7
8702 90 39 00	---- Used	10	7
8702 90 90 10	--- Trolleybusses	15	7
8702 90 90 90	--- Other	10	7
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:		

8703 10 11 00	-- Vehicles specially designed for travelling on snow, with compression-ignition internal combustion piston engine (diesel or semi-diesel), or with spark-ignition internal combustion piston engine	12	7
8703 10 18 00	-- Other	12	7
8703 21 10 00	---- New	10	7
8703 21 90 10	---- Not more than 5 years	10	10
8703 21 90 30	---- More than 5 years	10	10
8703 22 10 00	---- New	10	10
8703 22 90 10	---- Not exceeding 5 years	10	10
8703 22 90 30	---- Exceeding 5 years	10	10
8703 23 11 10	----- Of a cylinder capacity exceeding 1 500 cm ³ but not exceeding 2 200 cm ³	9	7
8703 23 11 30	----- Of a cylinder capacity exceeding 2 200 cm ³ but not exceeding 3 000 cm ³	9	7
8703 23 19 10	----- Of a cylinder capacity exceeding 1 500 cm ³ but not exceeding 2 200 cm ³	10	10
8703 23 19 30	----- Of a cylinder capacity exceeding 2 200 cm ³ but not exceeding 3 000 cm ³	10	7
8703 23 90 11	----- Not exceeding 5 years	10	10
8703 23 90 13	----- Exceeding 5 years	10	10
8703 23 90 31	----- Not exceeding 5 years	10	10
8703 23 90 33	----- Exceeding 5 years	10	10
8703 24 10 00	---- New	9	7
8703 24 90 10	---- Not exceeding 5 years	10	10
8703 24 90 30	---- Exceeding 5 years	10	10
8703 31 10 00	---- New	10	10
8703 31 90 10	---- Not exceeding 5 years	10	10
8703 31 90 30	---- Exceeding 5 years	10	10
8703 32 11 00	---- Motor caravans	10	7
8703 32 19 00	---- Other	10	10
8703 32 90 10	---- Not exceeding 5 years	10	10
8703 32 90 30	---- Exceeding 5 years	10	10
8703 33 11 00	---- Motor caravans	10	7
8703 33 19 00	---- Other	10	7
8703 33 90 10	---- Not exceeding 5 years	10	10
8703 33 90 30	---- Exceeding 5 years	10	10
8703 90 10 00	-- With electric motors	10	7
8703 90 90 00	-- Other	10	7
8704	Motor vehicles for the transport of goods:		
8704 21 10 00	--- Specially designed for the transport of highly radioactive materials (Euratom)	10	7
8704 21 31 00	----- New	10	7
8704 21 39 00	----- Used	10	7
8704 21 91 00	----- New	10	7

8704 21 99 00	----- Used	10	7
8704 22 10 00	- - - Specially designed for the transport of highly radioactive materials (Euratom)	10	7
8704 22 91 00	----- New	10	7
8704 22 99 00	----- Used	10	7
8704 23 10 00	- - - Specially designed for the transport of highly radioactive materials (Euratom)	10	7
8704 23 91 00	----- New	10	7
8704 23 99 00	----- Used	10	7
8704 31 10 00	- - - Specially designed for the transport of highly radioactive materials (Euratom)	5	7
8704 31 31 00	----- New	5	7
8704 31 39 00	----- Used	5	7
8704 31 91 00	----- New	5	7
8704 31 99 00	----- Used	5	7
8704 32 10 00	- - - Specially designed for the transport of highly radioactive materials (Euratom)	10	7
8704 32 91 00	----- New	10	7
8704 32 99 00	----- Used	10	7
8704 90 00 00	- Other	10	7
8705	Special purpose motor vehicles, other than those principally designed for the transport of persons or goods (for example, breakdown lorries, crane lorries, firefighting vehicles, concrete-mixer lorries, road sweeper lorries, spraying lorries, mobile workshops, mobile radiological units):		
8705 10 00 00	- Crane lorries	10	7
8705 20 00 00	- Mobile drilling derricks	10	7
8705 30 00 10	= - With a lifter or ladder	5	7
8705 30 00 90	- - Other	10	7
8705 40 00 00	- Concrete-mixer lorries	10	7
8705 90 10 00	- - Breakdown lorries	5	7
8705 90 30 00	- - Concrete-pumping vehicles	5	7
8705 90 90 10	- - - Special purpose motor vehicles for the transport of TV or sound stations	5	7
8705 90 90 90	=== Other	5	7

Appendix to Annex I-A⁽¹⁾

This Appendix details the aggregate quantities for the tariff rate quotas as set out in Annex I-A, where applicable.

The administration period for tariff quotas applied under this Annex shall be 1 January to 31 December for each year the Agreement is in force. If this Agreement enters into force part-

¹ In the event of a conflict between a provision of this Appendix and a provision of Annex I A, the provision of the latter shall prevail to the extent of the conflict.

way through an administration period, the quantities of the applicable tariff quotas shall be re-sized and applied on a pro-rata basis from the date of entry into force of this Agreement to 31 December of the same year.

A. Aggregate TROs for imports into UK

Product category	Tariff classification (CN 2008)	Quantity
Beef meat	0201 10 (00) 0201 20 (20-30-50-90) 0201 30 (00) 0202 10 (00) 0202 20 (10-30-50-90) 0202 30 (10-50-90)	1 634 tons/year expressed in net weight
Pork meat	0203 11 (10) 0203 12 (11-19) 0203 19 (11-13-15-55-59) 0203 21 (10) 0203.22 (11-19) 0203 29 (11-13-15-55-59)	2 724 tons/year expressed in net weight + 2 724 tons/year expressed in net weight (for the CN codes 0203 11 (10) 0203 12 (19) 0203 19 (11-15-59) 0203 21 (10) 0203 22 (19) 0203 29 (11-15-59))
Sheep meat	0204 22 (50-90) 0204 23 (00) 0204 42 (30-50-90) 0204 43 (10-90)	306 tons/year expressed in net weight
Poultry meat and poultry meat preparations	0207 11 (30-90) 0207 12 (10-90) 0207 13 (10-20-30-50-60-70-99) 0207 14 (10-20-30-50-60-70-99) 0207 24 (10-90) 0207 25 (10-90) 0207 26 (10-20-30-50-60-70-80-99) 0207 27 (10-20-30-50-60-70-80-99) 0207 32 (15-19-51-59-90) 0207 33 (11-19-59-90) 0207 35 (11-15-21-23-25-31-41-51-53-61-63-71-79-99) 0207 36 (11-15-21-23-31-41-51-53-61-63-79-90) 0210 99 (39) 1602 31 (11-19-30-90) 1602 32 (11-19-30-90) 1602 39 (21)	9 534 tons/year expressed in net weight + 2 724 tons/year expressed in net weight (for the CN code 0207 12 (10-90))
Milk, Cream, Condensed milk and yoghurts	0401 10 (10-90) 0401 20 (11-19-91-99) 0401 30 (11-19-31-39-91-99) 0402 91 (10-30-51-59-91-99) 0402 99 (10-31-39-91-99) 0403 10 (11-13-19-31-33-39) 0403 90 (51-53-59-61-63-69)	1 362 tons/year expressed in net weight
Milk powder	0402 10 (11-19-91-99) 0402 21 (11-17-19-91-99) 0402 29 (11-15-19-91-99) 0403 90 (11-13-19-31-33-39) 0404 90 (21-23-29-81-83-89)	681 tons/year expressed in net weight
Butter and dairy spreads	0405 10 (11-19-30-50-90) 0405 20 (90)	409 tons/year expressed in net weight

Product category	Tariff classification (CN 2008)	Quantity
	0405 90 (10-90)	
Eggs and albumins	0407 00 (30) 0408 11 (80) 0408 19 (81-89) 0408 91 (80) 0408 99 (80) 3502 11 (90) 3502 19 (90) 3502 20 (91-99)	409 tons/year expressed in shell-egg equivalent + 409 tons/year expressed in net weight (for the CN code 0407 00 (30))
Honey	0409 00 (00)	1 000 tons/year expressed in net weight
Garlic	0703 20 (00)	68 tons/year expressed in net weight
Sugars	1701 12 (10-90) 1701 91 (00) 1701 99 (10-90) 1702 20 (10) 1702 90 (30-50-71-75-79-80-95)	2 734 tons/year expressed in net weight.
Other Sugars	1702 30 (10-50-90) 1702 40 (10-90) 1702 60 (10-80-95)	2 724 tons/year expressed in net weight
Sugar syrups	2106 90 (30-55-59)	272 tons/year expressed in net weight
Common wheat, flours, and pellets	1001 90 (99) 1101 00 (15-90) 1102 90 (90) 1103 11 (90) 1103 20 (60)	136 200 tons/year
Barley, flour and pellets	1003 00 (90) 1102 90 (10) 1103 20 (20)	47 670 tons/year
Oats	1004 00 (00)	545 tons/year
Maize, flour and pellets	1005 90 (00) 1102 20 (10-90) 1103 13 (10-90) 1103 20 (40) 1104 23 (10-30-90-99)	108 355 tons/year
Barley groats and meal; cereal grains otherwise worked	1103 19 (30-90) 1103 20 (90) 1104 19 (10-50-61-69) 1104 29 (01-03-05-07-09-11-18-30-51-59-81-89) 1104 30 (10-90)	1 062 tons/year
Malt and wheat gluten	1107 10 (11-19-91-99) 1107 20 (00) 1109 00 (00)	953 tons/year
Starches	1108 11 (00) 1108 12 (00) 1108 13 (00)	1 362 tons/year
Starch processed	3505 10 (10-90) 3505 20 (30-50-90)	272 tons/year expressed in net weight
Bran, shaps and residues	2302 10 (10-90) 2302 30 (10-90) 2302 40 (10-90) 2303 10 (11)	2 860 tons/year
Mushrooms	0711 51 (00) 2003 10 (20-30)	68 tons/year expressed in net weight + 68 tons/year expressed in net weight (for the CN code 0711 51 (00))

Product category	Tariff classification (CN 2008)	Quantity
Processed tomatoes	2002 10 (10-90) 2002 90 (11-19-31-39-91-99)	2 000 tons/year expressed in net weight
Grape and Apple juice	2009 61 (90) 2009 69 (11-71-79-90) 2009 71 (20-99) 2009 79 (11-19-30-91-93-99)	2 724 tons/year expressed in net weight
Fermented-milk processed products	0403 10 (51-53-59-91-93-99) 0403 90 (71-73-79-91-93-99)	272 tons/year expressed in net weight
Processed butter products	0405 20 (10-30)	34 tons/year expressed in net weight
Sweetcorn	0710 40 (00) 0711 90 (30) 2001 90 (30) 2004 90 (10) 2005 80 (00)	204 tons/year expressed in net weight
Sugar processed products	1702 50 (00) 1702 90 (10) 1704 90 (99) (for sugar content \geq 70 %) 1806 10 (30-90) 1806 20 (95) (for sugar content \geq 70 %) 1901 90 (99) (for sugar content \geq 70 %) 2101 12 (98) 2101 20 (98) 3302 10 (29)	409 tons/year expressed in net weight
Cereal processed products	1903 00 (00) 1904 30 (00)	272 tons/year expressed in net weight
Milk-cream processed products	1806 20 (70) 2106 10 (80) 2202 90 (99)	68 tons/year expressed in net weight
Food preparations	2106 90 (98)	272 tons/year expressed in net weight
Ethanol	2207 10 (00) 2208 90 (91-99) 2207 20 (00)	13 620 tons/year expressed in net weight
Cigars and Cigarettes	2402 10 (00) 2402 20 (90)	341 tons/year expressed in net weight
Mannitol-sorbitol	2905 43 (00) 2905 44 (11-19-91-99) 3824 60 (11-19-91-99)	14 tons/year expressed in net weight
Malt-starch processed products	3809 10 (10-30-50-90)	272 tons/year expressed in net weight

B. Aggregate TRQs for imports into Ukraine

Product category	Tariff classification (CN 2008)	Quantity
Pork meat	0203 11 (10-90) 0203 12 (11-19-90) 0203 19 (11-13-15-55-59-90) 0203 21 (10-90) 0203 22 (11-19-90) 0203 29 (11-13-15-55-59-90)	1 700 tons/year expressed in net weight + 1 700 tons/year expressed in net weight (for the CN codes 0203 11 (10) 0203 12 (19) 0203 19 (11-15-59) 0203 21 (10) 0203 22 (19) 0203 29 (11-15-59))
Poultry meat and poultry meat preparations	0207 12 (10-90) 0207 14 (10-20-30-40-50-60-70-91-99) 0207 26 (10-20-30-40-50-60-70-	2 000 tons/year expressed in net weight + 2 000 tons/year expressed in net

Product category	Tariff classification (CN 2008)	Quantity
	80-99) 0207 27 (10-20-30-40-50-60-70-80-91-99) 0207 35 (11-15-21-23-25-31-41-61-63-71-79-99) 0207 36 (31-41-61-63-71-79-89-90)	weight (for the CN code 0207 12 (10-90))
Sugars	1701 11 (10-90) 1701 12 (10-90) 1701 91 (00) 1701 99 (10-90)	6 668 tons/year expressed in net weight

The quantities shall enter on a first-come, first-served basis.

TARIFF SCHEDULES OF THE UK

1. Customs duties on goods originating in Ukraine provided for in the tariff lines in staging category '7' in the Tariff Elimination Schedules shall be removed in accordance with the following table, and from 2023 such goods shall be free of any customs duty:

Year	Staging category '7'
2021	2/8 th of the base rate
2022	1/8 th of the base rate
2023 and onwards	Duty free

2. For the purpose of the elimination of customs duties, the rate of customs duties applied in each stage shall be rounded down at least to the nearest tenth of a percentage point or, if the rate of customs duty is expressed in monetary units, at least to the nearest tenth of the monetary unit listed in this Schedule.
3. For the purposes of this Annex, each reduction shall take effect on 1 January of the relevant year starting from the year in which this Agreement enters into force.
4. If the entry into force of this Agreement corresponds to a date after 1 January and before 31 December of the same year, the in-quota quantity will be pro-rated on a proportional basis for the remainder of the calendar year.
5. For lines subject to the entry price regime (marked as "entry price" in the base rate column), the *ad valorem* component of the customs duties shall be eliminated upon the date of entry into force of this Agreement. The tariff elimination shall only apply to the *ad valorem* component of the customs duties; the specific duty component of the customs duties resulting from the entry price system (which may be introduced after the entry into force of this Agreement) may be applied by the United Kingdom on these originating goods.

CN 2008	Description	Base rate	Staging category
I	SECTION I - LIVE ANIMALS; ANIMAL PRODUCTS		
02	CHAPTER 2 - MEAT AND EDIBLE MEAT, OFFAL		
0201	Meat of bovine animals, fresh or chilled		

CN 2008	Description	Base rate	Staging category
0201 10 00	- Carcases and half-carcases	12,8 + 176,8 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0201 20	- Other cuts with bone in		
0201 20 20	-- 'Compensated' quarters	12,8 + 176,8 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0201 20 30	-- Unseparated or separated forequarters	12,8 + 141,4 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0201 20 50	-- Unseparated or separated hindquarters	12,8 + 212,2 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0201 20 90	-- Other	12,8 + 265,2 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0201 30 00	- Boneless	12,8 + 303,4 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0202	Meat of bovine animals, frozen		
0202 10 00	- Carcases and half-carcases	12,8 + 176,8 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0202 20	- Other cuts with bone in		
0202 20 10	-- 'Compensated' quarters	12,8 + 176,8 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0202 20 30	-- Unseparated or separated forequarters	12,8 + 141,4 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0202 20 50	-- Unseparated or separated hindquarters	12,8 + 221,1 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0202 20 90	-- Other	12,8 + 265,3 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0202 30	- Boneless		
0202 30 10	-- Forequarters, whole or cut into a maximum of five pieces, each quarter being in a single block; 'compensated' quarters in two blocks, one of which contains the forequarter, whole or cut into a maximum of five pieces, and the other, the hindquarter, excluding the tenderloin, in one piece	12,8 + 221,1 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0202 30 50	-- Crop, chuck and blade and brisket cuts	12,8 + 221,1 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0202 30 90	-- Other	12,8 + 304,1 EUR/ 100 kg/net	TRQ Beef - See Appendix to Annex I-A
0203	Meat of swine, fresh, chilled or frozen		
	-- Fresh or chilled		
0203 11	-- Carcasses and half-carcasses		
0203 11 10	--- Of domestic swine	53,6 EUR/ 100 kg/net	TRQ Pork - See Appendix to Annex I-A
0203 12	== Hams, shoulders and cuts thereof, with bone in		
	--- Of domestic swine		
0203 12 11	---- Hams and cuts thereof	77,8 EUR/ 100 kg/net	TRQ Pork - See Appendix to Annex I-A
0203 12 19	==== Shoulders and cuts thereof	60,1 EUR/ 100 kg/net	TRQ Pork - See Appendix to Annex I-A
0203 19	-- Other		
	--- Of domestic swine		
0203 19 11	==== Fore-ends and cuts thereof	60,1 EUR/ 100 kg/net	TRQ Pork - See Appendix to Annex I-A
0203 19 13	---- Loins and cuts thereof, with bone in	86,9 EUR/ 100 kg/net	TRQ Pork - See Appendix to Annex I-A
0203 19 15	---- Bellies (streaky) and cuts thereof	46,7 EUR/ 100 kg/net	TRQ Pork - See Appendix to Annex I-A
	==== Other		
0203 19 55	----- Boneless	86,9 EUR/ 100 kg/net	TRQ Pork - See Appendix to Annex I-A
0203 19 59	----- Other	86,9 EUR/ 100 kg/net	TRQ Pork - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0203 21	-- Carcases and half-carcases		
0203 21 10	---- Of domestic swine	53,6 EUR/ 100 kg/net	TRQ Pork – See Appendix to Annex I-A
0203 22	-- Hams, shoulders and cuts thereof, with bone in		
	---- Of domestic swine		
0203 22 11	----- Hams and cuts thereof	77,8 EUR/ 100 kg/net	TRQ Pork – See Appendix to Annex I-A
0203 22 19	----- Shoulders and cuts thereof	60,1 EUR/ 100 kg/net	TRQ Pork – See Appendix to Annex I-A
0203 29	-- Other		
	---- Of domestic swine		
0203 29 11	----- Fore-ends and cuts thereof	60,1 EUR/ 100 kg/net	TRQ Pork – See Appendix to Annex I-A
0203 29 13	----- Loins and cuts thereof, with bone in	86,9 EUR/ 100 kg/net	TRQ Pork – See Appendix to Annex I-A
0203 29 15	----- Bellies (streaky) and cuts thereof	46,7 EUR/ 100 kg/net	TRQ Pork – See Appendix to Annex I-A
	----- Other		
0203 29 55	----- Boneless	86,9 EUR/ 100 kg/net	TRQ Pork – See Appendix to Annex I-A
0203 29 59	----- Other	86,9 EUR/ 100 kg/net	TRQ Pork – See Appendix to Annex I-A
0204	Meat of sheep or goats, fresh, chilled or frozen		
0204 22 50	=== Legs	12,8 + 222,7 EUR/ 100 kg/net	TRQ Sheep – See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0204 22 90	--- Other	12,8 + 222,7 EUR/ 100 kg/net	TRQ Sheep – See Appendix to Annex I-A
0204 23 00	-- Boneless	12,8 + 311,8 EUR/ 100 kg/net	TRQ Sheep – See Appendix to Annex I-A
0204 42 30	--- Chines and/or best ends	12,8 + 141,7 EUR/ 100 kg/net	TRQ Sheep – See Appendix to Annex I-A
0204 42 50	--- Legs	12,8 + 167,5 EUR/ 100 kg/net	TRQ Sheep – See Appendix to Annex I-A
0204 42 90	--- Other	12,8 + 167,5 EUR/ 100 kg/net	TRQ Sheep – See Appendix to Annex I-A
0204 43	-- Boneless		
0204 43 10	--- Of lamb	12,8 + 234,5 EUR/ 100 kg/net	TRQ Sheep – See Appendix to Annex I-A
0204 43 90	--- Other	12,8 + 234,5 EUR/ 100 kg/net	TRQ Sheep – See Appendix to Annex I-A
0207	Meat and edible offal, of the poultry of heading 0105, fresh, chilled or frozen		
	= Of fowls of the species Gallus domesticus		
0207 11	-- Not cut in pieces, fresh or chilled		
0207 11 30	--- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '70 % chickens'	29,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 11 90	--- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '65 % chickens', or otherwise presented	32,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 12	-- Not cut in pieces, frozen		
0207 12 10	--- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '70 % chickens'	29,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0207 12 90	--- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '65 % chickens', or otherwise presented	32,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 13	-- Cuts and offal, fresh or chilled		
	=== Cuts		
0207 13 10	---- Boneless	102,4 EUR/ 100 kg/net	TRQ Poultry = See Appendix to Annex I-A
	---- With bone in		
0207 13 20	===== Halves or quarters	35,8 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 13 30	----- Whole wings, with or without tips	26,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 13 50	----- Breasts and cuts thereof	60,2 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 13 60	----- Legs and cuts thereof	46,3 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 13 70	----- Other	100,8 EUR/100 kg/net	TRQ Poultry = See Appendix to Annex I-A
0207 13 99	----- Other	18,7 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 14	-- Cuts and offal, frozen		
	--- Cuts		
0207 14 10	---- Boneless	102,4 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	---- With bone in		
0207 14 20	===== Halves or quarters	35,8 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 14 30	----- Whole wings, with or without tips	26,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0207 14 50	----- Breasts and cuts thereof	60,2 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 14 60	----- Legs and cuts thereof	46,3 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 14 70	===== Other	100,8 EUR/100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 14 99	----- Other	18,7 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	– Of turkeys		
0207 24	-- Not cut in pieces, fresh or chilled		
0207 24 10	--- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '80 % turkeys'	34 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 24 90	--- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '73 % turkeys', or otherwise presented	37,3 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 25	-- Not cut in pieces, frozen		
0207 25 10	--- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '80 % turkeys'	34 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 25 90	--- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '73 % turkeys', or otherwise presented	37,3 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 26	-- Cuts and offal, fresh or chilled		
	--- Cuts		
0207 26 10	---- Boneless	85,1 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	---- With bone in		
0207 26 20	----- Halves or quarters	41 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 26 30	----- Whole wings, with or without tips	26,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 26 50	----- Breasts and cuts thereof	67,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
	----- Legs and cuts thereof		
0207 26 60	----- Drumsticks and cuts of drumsticks	25,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 26 70	----- Other	46 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 26 80	----- Other	83 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	---- Offal		
0207 26 99	---- Other	18,7 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 27	-- Cuts and offal, frozen		
	--- Cuts		
0207 27 10	==== Boneless	85,1 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	==== With bone in		
0207 27 20	----- Halves or quarters	41 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 27 30	----- Whole wings, with or without tips	26,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 27 50	----- Breasts and cuts thereof	67,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	----- Legs and cuts thereof		
0207 27 60	----- Drumsticks and cuts thereof	25,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 27 70	----- Other	46 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 27 80	----- Other	83 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	---- Offal		

CN 2008	Description	Base rate	Staging category
0207 27 99	----- Other	18,7 EUR/ 100 kg/net	TRQ Poultry = See Appendix to Annex I-A
	- Of ducks, geese or guinea fowls		
0207 32	-- Not cut in pieces, fresh or chilled		
	--- Of ducks		
0207 32 15	----- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '70 % ducks'	46,2 EUR/ 100 kg/net	TRQ Poultry = See Appendix to Annex I-A
0207 32 19	----- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '63 % ducks', or otherwise presented	51,3 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
	--- Of geese		
0207 32 51	----- Plucked, bled, not drawn, with heads and feet, known as '82 % geese'	45,1 EUR/ 100 kg/net	TRQ Poultry = See Appendix to Annex I-A
0207 32 59	----- Plucked and drawn, without heads and feet, with or without hearts and gizzards, known as '75 % geese', or otherwise presented	48,1 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
0207 32 90	--- Of guinea fowls	49,3 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
0207 33	-- Not cut in pieces, frozen		
	--- Of ducks		
0207 33 11	----- Plucked and drawn, without heads and feet but with necks, hearts, livers and gizzards, known as '70 % ducks'	46,2 EUR/ 100 kg/net	TRQ Poultry = See Appendix to Annex I-A
0207 33 19	----- Plucked and drawn, without heads and feet and without necks, hearts, livers and gizzards, known as '63 % ducks', or otherwise presented	51,3 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
	--- Of geese		
0207 33 59	----- Plucked and drawn, without heads and feet, with or without hearts and gizzards, known as '75 % geese', or otherwise presented	48,1 EUR/ 100 kg/net	TRQ Poultry = See Appendix to Annex I-A
0207 33 90	--- Of guinea fowls	49,3 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
0207 34	-- Fatty livers, fresh or chilled		
0207 35	-- Other, fresh or chilled		

CN 2008	Description	Base rate	Staging category
	--- Cuts		
	---- Boneless		
0207 35 11	----- Of geese	110,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 35 15	----- Of ducks or guinea fowls	128,3 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	---- With bone in		
	----- Halves or quarters		
0207 35 21	===== Of ducks	56,4 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 35 23	===== Of geese	52,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 35 25	----- Of guinea fowls	54,2 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 35 31	----- Whole wings, with or without tips	26,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 35 41	----- Backs, necks, backs with necks attached, rumps and wing-tips	18,7 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	----- Breasts and cuts thereof		
0207 35 51	----- Of geese	86,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 35 53	----- Of ducks or guinea fowls	115,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	----- Legs and cuts thereof		
0207 35 61	===== Of geese	69,7 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 35 63	----- Of ducks or guinea fowls	46,3 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 35 71	----- Goose or duck paletots	66 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0207 35 79	----- Other	123,2 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	---- Offal		
0207 35 99	===== Other	18,7 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 36	-- Other, frozen		
	--- Cuts		
	---- Boneless		
0207 36 11	-----Of geese	110,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 36 15	----- Of ducks or guinea fowls	128,3 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	===== With bone in		
	----- Halves or quarters		
0207 36 21	----- Of ducks	56,4 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 36 23	----- Of geese	52,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 36 31	===== Whole wings, with or without tips	26,9 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 36 41	----- Backs, necks, backs with necks attached, rumps and wing-tips	18,7 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	===== Breasts and cuts thereof		
0207 36 51	----- Of geese	86,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
0207 36 53	----- Of ducks or guinea fowls	115,5 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A
	----- Legs and cuts thereof		
0207 36 61	----- Of geese	69,7 EUR/ 100 kg/net	TRQ Poultry – See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0207 36 63	----- Of ducks or guinea fowls	46,3 EUR/ 100 kg/net	TRQ Poultry = See Appendix to Annex I-A
0207 36 79	----- Other	123,2 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
	--- Offal		
	---- Livers		
0207 36 90	---- Other	18,7 EUR/ 100 kg/net	TRQ Poultry = See Appendix to Annex I-A
0210	Meat and edible meat offal, salted, in brine, dried or smoked; edible flours and meals of meat or meat offal		
	= Meat of swine		
0210 99	== Other		
	--- Meat		
0210 99 39	---- Other	130 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
04	CHAPTER 4 - DAIRY PRODUCE; BIRDS' EGGS; NATURAL HONEY; EDIBLE PRODUCTS OF ANIMAL ORIGIN, NOT ELSEWHERE SPECIFIED OR INCLUDED		
0401	Milk and cream, not concentrated nor containing added sugar or other sweetening matter		
0401 10	= Of a fat content, by weight, not exceeding 1 %		
0401 10 10	-- In immediate packings of a net content not exceeding two litres	13,8 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0401 10 90	-- Other	12,9 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0401 20	- Of a fat content, by weight, exceeding 1 % but not exceeding 6 %		
	== Not exceeding 3 %		

CN 2008	Description	Base rate	Staging category
0401 20 11	--- In immediate packings of a net content not exceeding two litres	18,8 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts = See Appendix to Annex I-A
0401 20 19	--- Other	17,9 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts = See Appendix to Annex I-A
	-- Exceeding 3 %		
0401 20 91	--- In immediate packings of a net content not exceeding two litres	22,7 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0401 20 99	--- Other	21,8 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts = See Appendix to Annex I-A
0401 30	- Of a fat content, by weight, exceeding 6 %		
	-- Not exceeding 21 %		
0401 30 11	--- In immediate packings of a net content not exceeding two litres	57,5 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0401 30 19	--- Other	56,6 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts = See Appendix to Annex I-A
	-- Exceeding 21 % but not exceeding 45 %		
0401 30 31	--- In immediate packings of a net content not exceeding two litres	110 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0401 30 39	--- Other	109,1 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
	-- Exceeding 45 %		

CN 2008	Description	Base rate	Staging category
0401 30 91	--- In immediate packings of a net content not exceeding two litres	183,7 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0401 30 99	--- Other	182,8 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0402	Milk and cream, concentrated or containing added sugar or other sweetening matter		
0402 10	- In powder, granules or other solid forms, of a fat content, by weight, not exceeding 1,5 %		
	-- Not containing added sugar or other sweetening matter		
0402 10 11	=== In immediate packings of a net content not exceeding 2,5 kg	125,4 EUR/ 100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
0402 10 19	--- Other	118,8 EUR/ 100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
	-- Other		
0402 10 91	=== In immediate packings of a net content not exceeding 2,5 kg	1,19 EUR/kg + 27,5 EUR/ 100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
0402 10 99	=== Other	1,19 EUR/kg + 21 EUR/ 100 kg/net	TRQ - See Appendix to Annex I-A
	- In powder, granules or other solid forms, of a fat content, by weight, exceeding 1,5 %		
0402 21	-- Not containing added sugar or other sweetening matter		
	--- Of a fat content, by weight, not exceeding 27 %		
0402 21 11	==== In immediate packings of a net content not exceeding 2,5 kg	135,7 EUR/ 100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
	---- Other		
0402 21 17	----- Of a fat content, by weight, not exceeding 11 %	130,4 EUR/ 100 kg/net	TRQ Milk powder - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0402 21 19	----- Of a fat content, by weight, exceeding 11 % but not exceeding 27 %	130,4 EUR/100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
	---- Of a fat content, by weight, exceeding 27 %		
0402 21 91	----- In immediate packings of a net content not exceeding 2,5 kg	167,2 EUR/100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
0402 21 99	----- Other	161,9 EUR/100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
0402 29	-- Other		
	--- Of a fat content, by weight, not exceeding 27 %		
0402 29 11	----- Special milk, for infants, in hermetically sealed containers of a net content not exceeding 500 g, of a fat content, by weight, exceeding 10 %	1,31 EUR/kg + 22 EUR/100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
	----- Other		
0402 29 15	----- In immediate packings of a net content not exceeding 2,5 kg	1,31 EUR/kg + 22 EUR/100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
0402 29 19	----- Other	1,31 EUR/kg + 16,8 EUR/100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
	--- Of a fat content, by weight, exceeding 27 %		
0402 29 91	----- In immediate packings of a net content not exceeding 2,5 kg	1,62 EUR/kg + 22 EUR/100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
0402 29 99	----- Other	1,62 EUR/kg + 16,8 EUR/100 kg/net	TRQ Milk powder - See Appendix to Annex I-A
	= Other		
0402 91	-- Not containing added sugar or other sweetening matter		
0402 91 10	--- Of a fat content, by weight, not exceeding 8 %	34,7 EUR/100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0402 91 30	--- Of a fat content, by weight, exceeding 8 % but not exceeding 10 %	43,4 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
	--- Of a fat content, by weight, exceeding 10 % but not exceeding 45 %		
0402 91 51	---- In immediate packings of a net content not exceeding 2,5 kg	110 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0402 91 59	---- Other	109,1 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
	---- Of a fat content, by weight, exceeding 45 %		
0402 91 91	==== In immediate packings of a net content not exceeding 2,5 kg	183,7 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts = See Appendix to Annex I-A
0402 91 99	---- Other	182,8 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0402 99	-- Other		
0402 99 10	---- Of a fat content, by weight, not exceeding 9,5 %	57,2 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
	--- Of a fat content, by weight, exceeding 9,5 % but not exceeding 45 %		
0402 99 31	---- In immediate packings of a net content not exceeding 2,5 kg	1,08 EUR/kg + 19,4 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts = See Appendix to Annex I-A
0402 99 39	---- Other	1,08 EUR/kg + 18,5 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
	--- Of a fat content, by weight, exceeding 45 %		

CN 2008	Description	Base rate	Staging category
0402 99 91	----- In immediate packings of a net content not exceeding 2,5 kg	1,81 EUR/kg + 19,4 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0402 99 99	----- Other	1,81 EUR/kg + 18,5 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0403	Buttermilk, curdled milk and cream, yogurt, kephir and other fermented or acidified milk and cream, whether or not concentrated or containing added sugar or other sweetening matter or flavoured or containing added fruit, nuts or cocoa		
0403 10	- Yogurt		
	-- Not flavoured nor containing added fruit, nuts or cocoa		
	---- Not containing added sugar or other sweetening matter, of a fat content, by weight		
0403 10 11	----- Not exceeding 3 %	20,5 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0403 10 13	----- Exceeding 3 % but not exceeding 6 %	24,4 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0403 10 19	===== Exceeding 6 %	59,2 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
	--- Other, of a fat content, by weight		
0403 10 31	----- Not exceeding 3 %	0,17 EUR/kg + 21,1 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
0403 10 33	----- Exceeding 3 % but not exceeding 6 %	0,20 EUR/kg + 21,1 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0403 10 39	---- Exceeding 6 %	0,54 EUR/kg + 21,1 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
	-- Flavoured or containing added fruit, nuts or cocoa		
	=== In powder, granules or other solid forms, of a milkfat content, by weight		
0403 10 51	---- Not exceeding 1,5 %	8,3 + 95 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0403 10 53	---- Exceeding 1,5 % but not exceeding 27 %	8,3 + 130,4 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0403 10 59	---- Exceeding 27 %	8,3 + 168,8 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
	--- Other, of a milkfat content, by weight		
0403 10 91	---- Not exceeding 3 %	8,3 + 12,4 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0403 10 93	---- Exceeding 3 % but not exceeding 6 %	8,3 + 17,1 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0403 10 99	---- Exceeding 6 %	8,3 + 26,6 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0403 90	= Other		
	-- Not flavoured nor containing added fruit, nuts or cocoa		
	--- In powder, granules or other solid forms		
	---- Not containing added sugar or other sweetening matter, of a fat content, by weight		

CN 2008	Description	Base rate	Staging category
0403 90 11	----- Not exceeding 1,5 %	100,4 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
0403 90 13	- - - - - Exceeding 1,5 % but not exceeding 27 %	135,7 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
0403 90 19	- - - - - Exceeding 27 %	167,2 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
	- - - - - Other, of a fat content, by weight		
0403 90 31	----- Not exceeding 1,5 %	0,95 EUR/kg + 22 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
0403 90 33	- - - - - Exceeding 1,5 % but not exceeding 27 %	1,31 EUR/kg + 22 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
0403 90 39	- - - - - Exceeding 27 %	1,62 EUR/kg + 22 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
	- - - - - Other		
	- - - - - Not containing added sugar or other sweetening matter, of a fat content, by weight		
0403 90 51	- - - - - Not exceeding 3 %	20,5 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts – See Appendix to Annex I-A
0403 90 53	- - - - - Exceeding 3 % but not exceeding 6 %	24,4 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts – See Appendix to Annex I-A
0403 90 59	- - - - - Exceeding 6 %	59,2 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts – See Appendix to Annex I-A
	- - - - - Other, of a fat content, by weight		
0403 90 61	- - - - - Not exceeding 3 %	0,17 EUR/kg + 21,1 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts – See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0403 90 63	----- Exceeding 3 % but not exceeding 6 %	0,20 EUR/kg + 21,1 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts = See Appendix to Annex I-A
0403 90 69	----- Exceeding 6 %	0,54 EUR/kg + 21,1 EUR/ 100 kg/net	TRQ Milk and cream, condensed milk and yogurts - See Appendix to Annex I-A
	-- Flavoured or containing added fruit, nuts or cocoa		
	--- In powder, granules or other solid forms, of a milkfat content, by weight		
0403 90 71	---- Not exceeding 1,5 %	8,3 + 95 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0403 90 73	---- Exceeding 1,5 % but not exceeding 27 %	8,3 + 130,4 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0403 90 79	---- Exceeding 27 %	8,3 + 168,8 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
	--- Other, of a milkfat content, by weight		
0403 90 91	==== Not exceeding 3 %	8,3 + 12,4 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0403 90 93	---- Exceeding 3 % but not exceeding 6 %	8,3 + 17,1 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0403 90 99	---- Exceeding 6 %	8,3 + 26,6 EUR/ 100 kg/net	TRQ Fermented-milk processed products - See Appendix to Annex I-A
0404	Whey, whether or not concentrated or containing added sugar or other sweetening matter; products consisting of natural milk constituents, whether or not containing added sugar or other sweetening matter, not elsewhere specified or included		
0404 90	- Other		

CN 2008	Description	Base rate	Staging category
	-- Not containing added sugar or other sweetening matter, of a fat content, by weight		
0404 90 21	--- Not exceeding 1,5 %	100,4 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
0404 90 23	--- Exceeding 1,5 % but not exceeding 27 %	135,7 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
0404 90 29	--- Exceeding 27 %	167,2 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
	-- Other, of a fat content, by weight		
0404 90 81	--- Not exceeding 1,5 %	0,95 EUR/ kg/net + 22 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
0404 90 83	--- Exceeding 1,5 % but not exceeding 27 %	1,31 EUR/ kg/net + 22 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
0404 90 89	--- Exceeding 27 %	1,62 EUR/ kg/net + 22 EUR/ 100 kg/net	TRQ Milk powder – See Appendix to Annex I-A
0405	Butter and other fats and oils derived from milk; dairy spreads		
0405 10	- Butter		
	-- Of a fat content, by weight, not exceeding 85 %		
	--- Natural butter		
0405 10 11	---- In immediate packings of a net content not exceeding 1 kg	189,6 EUR/ 100 kg/net	TRQ Butter – See Appendix to Annex I-A
0405 10 19	---- Other	189,6 EUR/ 100 kg/net	TRQ Butter – See Appendix to Annex I-A
0405 10 30	--- Recombined butter	189,6 EUR/ 100 kg/net	TRQ Butter – See Appendix to Annex I-A
0405 10 50	--- Whey butter	189,6 EUR/ 100 kg/net	TRQ Butter – See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
0405 10 90	-- Other	231,3 EUR/ 100 kg/net	TRQ Butter -- See Appendix to Annex I-A
0405 20	= Dairy spreads		
0405 20 10	-- Of a fat content, by weight, of 39 % or more but less than 60 %	9 + EA	TRQ Processed Butter -- See Appendix to Annex I-A
0405 20 30	-- Of a fat content, by weight, of 60 % or more but not exceeding 75 %	9 + EA	TRQ Processed Butter -- See Appendix to Annex I-A
0405 20 90	-- Of a fat content, by weight, of more than 75 % but less than 80 %	189,6 EUR/ 100 kg/net	TRQ Butter= See Appendix to Annex I-A
0405 90	= Other		
0405 90 10	-- Of a fat content, by weight, of 99,3 % or more and of a water content, by weight, not exceeding 0,5 %	231,3 EUR/ 100 kg/net	TRQ Butter -- See Appendix to Annex I-A
0405 90 90	-- Other	231,3 EUR/ 100 kg/net	TRQ Butter -- See Appendix to Annex I-A
0407 00	Birds' eggs, in shell, fresh, preserved or cooked		
	- Of poultry		
	-- For hatching		
0407 00 30	-- Other	30,4 EUR/ 100 kg/net	TRQ Eggs -- See Appendix to Annex I-A
0408	Birds' eggs, not in shell, and egg yolks, fresh, dried, cooked by steaming or by boiling in water, moulded, frozen or otherwise preserved, whether or not containing added sugar or other sweetening matter		
	- Egg yolks		
0408 11	-- Dried		
0408 11 80	--- Other	142,3 EUR/ 100 kg/net	TRQ Eggs -- See Appendix to Annex I-A
0408 19	-- Other		

CN 2008	Description	Base rate	Staging category
0408 19 81	----- Liquid	62 EUR/ 100 kg/net	TRQ Eggs - See Appendix to Annex I-A
0408 19 89	----- Other, including frozen	66,3 EUR/ 100 kg/net	TRQ Eggs - See Appendix to Annex I-A
	-- Other		
0408 91	-- Dried		
0408 91 80	---- Other	137,4 EUR/ 100 kg/net	TRQ Eggs - See Appendix to Annex I-A
0408 99	-- Other		
0408 99 80	---- Other	35,3 EUR/ 100 kg/net	TRQ Eggs - See Appendix to Annex I-A
0409 00 00	Natural honey	17,3	TRQ Honey = See Appendix to Annex I-A
II	SECTION II - VEGETABLE PRODUCTS		
.07	CHAPTER 7 - EDIBLE VEGETABLES AND CERTAIN ROOTS AND TUBERS		
0702 00 00	Tomatoes, fresh or chilled	Entry Price	Ad valorem free
0703	Onions, shallots, garlic, leeks and other alliaceous vegetables, fresh or chilled		
0703 10	-- Onions and shallots		
	-- Onions		
0703 20 00	-- Garlic	9,6 + 120 EUR/ 100 kg/net	TRQ Garlic - See Appendix to Annex I-A
0707 00	Cucumbers and gherkins, fresh or chilled		
0707 00 05	-- Cucumbers	Entry Price	Ad valorem free
0709	Other vegetables, fresh or chilled		
0709 90	-- Other		
0709 90 70	-- Courgettes	Entry Price	Ad valorem free

CN 2008	Description	Base rate	Staging category
0709 90 80	-- Globe artichokes	Entry Price	Ad valorem free
0710	Vegetables (uncooked or cooked by steaming or boiling in water), frozen		
0710 40 00	- Sweetcorn	5,1 + 9,4 EUR/ 100 kg/net	TRQ Sweetcorn - See Appendix to Annex I-A
0711	Vegetables provisionally preserved (for example, by sulphur dioxide gas, in brine, in sulphur water or in other preservative solutions), but unsuitable in that state for immediate consumption		
0711 51 00	-- Mushrooms of the genus <i>Agaricus</i>	9,6 + 191 EUR/ 100 kg/net eda	TRQ Mushrooms - See Appendix to Annex I-A
0711 90 30	--- Sweetcorn	5,1 + 9,4 EUR/ 100 kg/net	TRQ Sweetcorn - See Appendix to Annex I-A
08	CHAPTER 8 - EDIBLE FRUIT AND NUTS; PEEL OF CITRUS FRUIT OR MELONS		
0805	Citrus fruit, fresh or dried		
0805 10	- Oranges		
0805 10 20	-- Sweet oranges, fresh	Entry Price	Ad valorem free
0805 20	- Mandarins (including tangerines and satsumas); clementines, wilkings and similar citrus hybrids		
0805 20 10	-- Clementines	Entry Price	Ad valorem free
0805 20 30	-- Monreales and satsumas	Entry Price	Ad valorem free
0805 20 50	+- Mandarins and wilkings	Entry Price	Ad valorem free
0805 20 70	-- Tangerines	Entry Price	Ad valorem free
0805 20 90	-- Other	Entry Price	Ad valorem free
0805 50	- Lemons (<i>Citrus limon</i> , <i>Citrus limonum</i>) and limes (<i>Citrus aurantifolia</i> , <i>Citrus latifolia</i>)		
0805 50 10	-- Lemons (<i>Citrus limon</i> , <i>Citrus limonum</i>)	Entry Price	Ad valorem free

CN 2008	Description	Base rate	Staging category
0806	Grapes, fresh or dried		
0806 10	= Fresh		
0806 10 10	= = Table grapes	Entry Price	Ad valorem free
0808	Apples, pears and quinces, fresh		
0808 10	- Apples		
0808 10 80	= = Other	Entry Price	Ad valorem free
0808 20	- Pears and quinces		
	- - Pears		
0808 20 50	= = = Other	Entry Price	Ad valorem free
0809	Apricots, cherries, peaches (including nectarines), plums and sloes, fresh		
0809 10 00	- Apricots	Entry Price	Ad valorem free
0809 20	- Cherries		
0809 20 05	= = Sour cherries (<i>Prunus cerasus</i>)	Entry Price	Ad valorem free
0809 20 95	- - Other	Entry Price	Ad valorem free
0809 30	- Peaches, including nectarines		
0809 30 10	= = Nectarines	Entry Price	Ad valorem free
0809 30 90	- - Other	Entry Price	Ad valorem free
0809 40	- Plums and sloes		
0809 40 05	- - Plums	Entry Price	Ad valorem free
10	CHAPTER 10 - CEREALS		
1001	Wheat and meslin		
1001 90	- Other		
1001 90 99	- - - Other	95 EUR/t	TRQ Wheat - See Appendix to Annex I-A
1003 00	Barley		

CN 2008	Description	Base rate	Staging category
1003 00 90	- Other	93 EUR/t	TRQ Barley - See Appendix to Annex I-A
1004 00 00	Oats	89 EUR/t	TRQ - See Appendix to Annex I-A
1005	Maize (corn)		
1005 90 00	- Other	94 EUR/t	TRQ Maize - See Appendix to Annex I-A
11	CHAPTER 11 - PRODUCTS OF THE MILLING INDUSTRY; MALT; STARCHES; INULIN; WHEAT GLUTEN		
1101 00	Wheat or meslin flour		
	- Wheat flour		
1101 00 15	-- Of common wheat and spelt	172 EUR/t	TRQ Wheat - See Appendix to Annex I-A
1101 00 90	- Meslin flour	172 EUR/t	TRQ Wheat - See Appendix to Annex I-A
1102	Cereal flours other than of wheat or meslin		
1102 20	- Maize (corn) flour		
1102 20 10	-- Of a fat content not exceeding 1,5 % by weight	173 EUR/t	TRQ Maize - See Appendix to Annex I-A
1102 20 90	-- Other	98 EUR/t	TRQ Maize - See Appendix to Annex I-A
1102 90	- Other		
1102 90 10	-- Barley flour	171 EUR/t	TRQ Barley - See Appendix to Annex I-A
1102 90 90	-- Other	98 EUR/t	TRQ Wheat - See Appendix to Annex I-A
1103	Cereal groats, meal and pellets		
	- Groats and meal		
1103 11	-- Of wheat		

CN 2008	Description	Base rate	Staging category
1103 11 90	--- Common wheat and spelt	186 EUR/t	TRQ Wheat - See Appendix to Annex I-A
1103 13	-- Of maize (corn)		
1103 13 10	=== Of a fat content not exceeding 1,5 % by weight	173 EUR/t	TRQ Maize - See Appendix to Annex I-A
1103 13 90	--- Other	98 EUR/t	TRQ Maize - See Appendix to Annex I-A
1103 19	-- Of other cereals		
1103 19 30	--- Of barley	171 EUR/t	TRQ Groats - See Appendix to Annex I-A
1103 19 90	--- Other	98 EUR/t	TRQ Groats - See Appendix to Annex I-A
1103 20	- Pellets		
1103 20 20	-- Of barley	171 EUR/t	TRQ Barley - See Appendix to Annex I-A
1103 20 40	-- Of maize	173 EUR/t	TRQ Maize - See Appendix to Annex I-A
1103 20 60	-- Of wheat	175 EUR/t	TRQ Wheat - See Appendix to Annex I-A
1103 20 90	-- Other	98 EUR/t	TRQ Groats - See Appendix to Annex I-A
1104	Cereal grains otherwise worked (for example, hulled, rolled, flaked, pearled, sliced or kibbled), except rice of heading 1006; germ of cereals, whole, rolled, flaked or ground		
	= Rolled or flaked grains		
1104 19	-- Of other cereals		
1104 19 10	--- Of wheat	175 EUR/t	TRQ Groats - See Appendix to Annex I-A
1104 19 50	--- Of maize	173 EUR/t	TRQ Groats - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
	=== Of barley		
1104 19 61	---- Rolled	97 EUR/t	TRQ Groats = See Appendix to Annex I-A
1104 19 69	---- Flaked	189 EUR/t	TRQ Groats – See Appendix to Annex I-A
	---- Other		
1104 23	-- Of maize (corn)		
1104 23 10	=== Hulled (shelled or husked), whether or not sliced or kibbled	152 EUR/t	TRQ Maize – See Appendix to Annex I-A
1104 23 30	---- Pearled	152 EUR/t	TRQ Maize – See Appendix to Annex I-A
1104 23 90	=== Not otherwise worked than kibbled	98 EUR/t	TRQ Maize – See Appendix to Annex I-A
1104 23 99	---- Other	98 EUR/t	TRQ Maize – See Appendix to Annex I-A
1104 29	-- Of other cereals		
	---- Of barley		
1104 29 01	---- Hulled (shelled or husked)	150 EUR/t	TRQ Groats = See Appendix to Annex I-A
1104 29 03	==== Hulled and sliced or kibbled ('Grütze' or 'grutten')	150 EUR/t	TRQ Groats – See Appendix to Annex I-A
1104 29 05	---- Pearled	236 EUR/t	TRQ Groats – See Appendix to Annex I-A
1104 29 07	---- Not otherwise worked than kibbled	97 EUR/t	TRQ Groats = See Appendix to Annex I-A
1104 29 09	==== Other	97 EUR/t	TRQ Groats – See Appendix to Annex I-A
	---- Other		

CN 2008	Description	Base rate	Staging category
	----- Hulled (shelled or husked), whether or not sliced or kibbled		
1104 29 11	----- Of wheat	129 EUR/t	TRQ Groats – See Appendix to Annex I-A
1104 29 18	----- Other	129 EUR/t	TRQ Groats – See Appendix to Annex I-A
1104 29 30	----- Pearled	154 EUR/t	TRQ Groats – See Appendix to Annex I-A
	----- Not otherwise worked than kibbled		
1104 29 51	----- Of wheat	99 EUR/t	TRQ Groats – See Appendix to Annex I-A
1104 29 59	----- Other	98 EUR/t	TRQ Groats – See Appendix to Annex I-A
	----- Other		
1104 29 81	----- Of wheat	99 EUR/t	TRQ Groats – See Appendix to Annex I-A
1104 29 89	----- Other	98 EUR/t	TRQ Groats – See Appendix to Annex I-A
1104 30	= Germ of cereals, whole, rolled, flaked or ground		
1104 30 10	= Of wheat	76 EUR/t	TRQ Groats – See Appendix to Annex I-A
1104 30 90	-- Of other cereals	75 EUR/t	TRQ Groats – See Appendix to Annex I-A
1107	Malt, whether or not roasted		
1107 10	- Not roasted		
	-- Of wheat *		
1107 10 11	--- In the form of flour	177 EUR/t	TRQ Malt and wheat gluten – See Appendix to Annex I-A
1107 10 19	--- Other	134 EUR/t	TRQ Malt and wheat gluten – See Appendix to Annex I-A
	-- Other		

CN 2008	Description	Base rate	Staging category
1107 10 91	--- In the form of flour	173 EUR/t	TRQ Malt and wheat gluten – See Appendix to Annex I-A
1107 10 99	--- Other	131 EUR/t	TRQ Malt and wheat gluten – See Appendix to Annex I-A
1107 20 00	- Roasted	152 EUR/t	TRQ Malt and wheat gluten – See Appendix to Annex I-A
1108	Starches; inulin		
	= Starches		
1108 11 00	=- Wheat starch	224 EUR/t	TRQ Starches – See Appendix to Annex I-A
1108 12 00	=- Maize (corn) starch	166 EUR/t	TRQ Starches – See Appendix to Annex I-A
1108 13 00	=- Potato starch	166 EUR/t	TRQ Starches – See Appendix to Annex I-A
1109 00 00	Wheat gluten, whether or not dried	512 EUR/t	TRQ Malt and wheat gluten – See Appendix to Annex I-A
IV	SECTION IV - PREPARED FOODSTUFFS; BEVERAGES, SPIRITS AND VINEGAR; TOBACCO AND MANUFACTURED TOBACCO SUBSTITUTES		
16	CHAPTER 16 - PREPARATIONS OF MEAT, OF FISH OR OF CRUSTACEANS, MOLLUSCS OR OTHER AQUATIC INVERT-EBRATES		
1602	Other prepared or preserved meat, meat offal or blood		
1602 31	-- Of turkeys		
	--- Containing 57 % or more by weight of poultry meat or offal		
1602 31 11	---- Containing exclusively uncooked turkey meat	102,4 EUR/100 kg/net	TRQ Poultry – See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
1602 31 19	----- Other	102,4 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
1602 31 30	--- Containing 25 % or more but less than 57 % by weight of poultry meat or offal	102,4 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
1602 31 90	--- Other	102,4 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
1602 32	-- Of fowls of the species <i>Gallus domesticus</i>		
	--- Containing 57 % or more by weight of poultry meat or offal		
1602 32 11	----- Uncooked	86,7 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
1602 32 19	----- Other	102,4 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
1602 32 30	--- Containing 25 % or more but less than 57 % by weight of poultry meat or offal	10,9	TRQ Poultry - See Appendix to Annex I-A
1602 32 90	--- Other	10,9	TRQ Poultry - See Appendix to Annex I-A
1602 39	-- Other		
	--- Containing 57 % or more by weight of poultry meat or offal		
1602 39 21	----- Uncooked	86,7 EUR/ 100 kg/net	TRQ Poultry - See Appendix to Annex I-A
1604	Prepared or preserved fish; caviar and caviar substitutes prepared from fish eggs		
	- Fish, whole or in pieces, but not minced		
1604 14	-- Tunas, skipjack and bonito (<i>Sarda</i> spp.)		
	--- Tunas and skipjack		
1604 14 11	----- In vegetable oil	24	7
	----- Other		
1604 14 16	----- Fillets known as 'loins'	24	7
1604 14 18	----- Other	24	7

CN.2008	Description	Base rate	Staging category
1604 14 90	--- Bonito (<i>Sarda</i> spp.)	25	7
17	CHAPTER 17 - SUGARS AND SUGAR CONFECTIONERY		
1701	Cane or beet sugar and chemically pure sucrose, in solid form		
	- Raw sugar not containing added flavouring or colouring matter		
1701 12	-- Beet sugar		
1701 12 10	--- For refining	33,9 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
1701 12 90	--- Other	41,9 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
	- Other		
1701 91 00	-- Containing added flavouring or colouring matter	41,9 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
1701 99	-- Other		
1701 99 10	--- White sugar	41,9 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
1701 99 90	--- Other	41,9 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
1702	Other sugars, including chemically pure lactose, maltose, glucose and fructose, in solid form; sugar syrups not containing added flavouring or colouring matter; artificial honey, whether or not mixed with natural honey; caramel		
	- Lactose and lactose syrup		
1702 20	- Maple sugar and maple syrup		
1702 20 10	-- Maple sugar in solid form, containing added flavouring or colouring matter	0,4 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
1702 30	- Glucose and glucose syrup, not containing fructose or containing in the dry state less than 20 % by weight of fructose		

CN 2008	Description	Base rate	Staging category
1702 30 10	-- Isoglucose	50.7 EUR/ 100 kg/net mas	TRQ Other sugars - See Appendix to Annex I-A
	-- Other		
1702 30 50	=== In the form of white crystalline powder, whether or not agglomerated	26.8 EUR/ 100 kg/net	TRQ Other sugars - See Appendix to Annex I-A
1702 30 90	--- Other	20 EUR/ 100 kg/net	TRQ Other sugars - See Appendix to Annex I-A
1702 40	- Glucose and glucose syrup, containing in the dry state at least 20 % but less than 50 % by weight of fructose, excluding invert sugar		
1702 40 10	-- Isoglucose	50.7 EUR/ 100 kg/net mas	TRQ Other sugars - See Appendix to Annex I-A
1702 40 90	-- Other	20 EUR/ 100 kg/net	TRQ Other sugars - See Appendix to Annex I-A
1702 50 00	- Chemically pure fructose	16 + 50,7 EUR/ 100 kg/net mas	TRQ Sugar processed - See Appendix to Annex I-A
1702 60	= Other fructose and fructose syrup, containing in the dry state more than 50 % by weight of fructose, excluding invert sugar		
1702 60 10	-- Isoglucose	50,7 EUR/ 100 kg/net mas	TRQ Other sugars - See Appendix to Annex I-A
1702 60 80	-- Inulin syrup	0,4 EUR/ 100 kg/net	TRQ Other sugars - See Appendix to Annex I-A
1702 60 95	== Other	0,4 EUR/ 100 kg/net	TRQ Other sugars - See Appendix to Annex I-A
1702 90	- Other, including invert sugar and other sugar and sugar syrup blends containing in the dry state 50 % by weight of fructose		
1702 90 10	-- Chemically pure maltose	12,8	TRQ Sugar processed - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
1702 90 30	-- Isoglucose	50,7 EUR/ 100 kg/net mas	TRQ Sugars - See Appendix to Annex I-A
1702 90 50	-- Maltodextrine and maltodextrine syrup	20 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
	-- Caramel		
1702 90 71	=== Containing 50 % or more by weight of sucrose in the dry matter	0,4 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
	--- Other		
1702 90 75	==== In the form of powder, whether or not agglomerated	27,7 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
1702 90 79	==== Other	19,2 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
1702 90 80	= Inulin syrup	0,4 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
1702 90 95	= Other	0,4 EUR/ 100 kg/net	TRQ Sugars - See Appendix to Annex I-A
1704	Sugar confectionery (including white chocolate), not containing cocoa		
1704 90	= Other		
1704 90 99	----- Other	9 + EA MAX 18,7 + AD S/Z	TRQ Sugar processed - See Appendix to Annex I-A
18	CHAPTER 18 - COCOA AND COCOA PREPARATIONS		
1806	Chocolate and other food preparations containing cocoa		
1806 10	- Cocoa powder, containing added sugar or other sweetening matter		
1806 10 30	-- Containing 65 % or more but less than 80 % by weight of sucrose (including invert sugar expressed as sucrose) or isoglucose expressed as sucrose	8 + 31,4 EUR/ 100 kg/net	TRQ Sugar processed - See Appendix to Annex I-A
1806 10 90	-- Containing 80 % or more by weight of sucrose (including invert sugar expressed as sucrose) or isoglucose expressed as sucrose	8 + 41,9 EUR/ 100 kg/net	TRQ Sugar processed - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
1806 20	- Other preparations in blocks, slabs or bars weighing more than 2 kg or in liquid, paste, powder, granular or other bulk form in containers or immediate packings, of a content exceeding 2 kg		
1806 20 70	--- Chocolate milk crumb	15,4 + EA	TRQ Milk-cream - See Appendix to Annex I-A
1806 20 95	--- Other	8,3 + EA MAX 18.7 + AD S/Z	TRQ Sugar processed - See Appendix to Annex I-A
	- Other, in blocks, slabs or bars		
19	CHAPTER 19 - PREPARATIONS OF CEREALS, FLOUR, STARCH OR MILK; PASTRYCOOKS' PRODUCTS		
1901	Malt extract; food preparations of flour, groats, meal, starch or malt extract, not containing cocoa or containing less than 40 % by weight of cocoa calculated on a totally defatted basis, not elsewhere specified or included; food preparations of goods of headings 0401 to 0404, not containing cocoa or containing less than 5 % by weight of cocoa calculated on a totally defatted basis, not elsewhere specified or included		
1901 90	- Other		
	-- Malt extract		
1901 90 99	--- Other	7,6 + EA	TRQ sugar processed - See Appendix to Annex I-A
1903 00 00	Tapioca and substitutes therefor prepared from starch, in the form of flakes, grains, pearls, siftings or similar forms	6,4 + 15,1 EUR/ 100 kg/net	TRQ Cereal processed - See Appendix to Annex I-A
1904	Prepared foods obtained by the swelling or roasting of cereals or cereal products (for example, corn flakes); cereals (other than maize (corn)) in grain form or in the form of flakes or other worked grains (except flour, groats and meal), pre-cooked or otherwise prepared, not elsewhere specified or included		
1904 30 00	- Bulgur wheat	8,3 + 25,7 EUR/ 100 kg/net	TRQ Cereal processed - See Appendix to Annex I-A
20	CHAPTER 20 - PREPARATIONS OF VEGETABLES, FRUIT, NUTS OR OTHER PARTS OF PLANTS		

CN 2008	Description	Base rate	Staging category
2001	Vegetables, fruit, nuts and other edible parts of plants, prepared or preserved by vinegar or acetic acid		
2001 90 30	-- Sweetcorn (<i>Zea mays</i> var. <i>saccharata</i>)	5,1 + 9,4 EUR/ 100 kg/net	TRQ Sweetcorn - See Appendix to Annex I-A
2002	Tomatoes prepared or preserved otherwise than by vinegar or acetic acid		
2002 10	= Tomatoes, whole or in pieces		
2002 10 10	-- Peeled	14,4	TRQ Tomatoes = See Appendix to Annex I-A
2002 10 90	-- Other	14,4	TRQ Tomatoes - See Appendix to Annex I-A
2002 90	- Other		
	-- With a dry matter content of less than 12 % by weight		
2002 90 11	--- In immediate packings of a net content exceeding 1 kg	14,4	TRQ Tomatoes - See Appendix to Annex I-A
2002 90 19	--- In immediate packings of a net content not exceeding 1 kg	14,4	TRQ Tomatoes - See Appendix to Annex I-A
	-- With a dry matter content of not less than 12 % but not more than 30 % by weight		
2002 90 31	=== In immediate packings of a net content exceeding 1 kg	14,4	TRQ Tomatoes - See Appendix to Annex I-A
2002 90 39	--- In immediate packings of a net content not exceeding 1 kg	14,4	TRQ Tomatoes - See Appendix to Annex I-A
	-- With a dry matter content of more than 30 % by weight		
2002 90 91	--- In immediate packings of a net content exceeding 1 kg	14,4	TRQ Tomatoes - See Appendix to Annex I-A
2002 90 99	--- In immediate packings of a net content not exceeding 1 kg	14,4	TRQ Tomatoes - See Appendix to Annex I-A
2003	Mushrooms and truffles, prepared or preserved otherwise than by vinegar or acetic acid		

CN 2008	Description	Base rate	Staging category
2003 10	- Mushrooms of the genus <i>Agaricus</i>		
2003 10 20	-- Provisionally preserved, completely cooked	18,4 + 191 EUR/ 100 kg/net eda	TRQ Mushrooms- See Appendix to Annex I-A
2003 10 30	-- Other	18,4 + 222 EUR/ 100 kg/net eda	TRQ Mushrooms - See Appendix to Annex I-A
2004	Other vegetables prepared or preserved otherwise than by vinegar or acetic acid, frozen, other than products of heading 2006		
2004 90	= Other vegetables and mixtures of vegetables		
2004 90 10	-- Sweetcorn (<i>Zea mays</i> var. <i>saccharata</i>)	5,1 + 9,4 EUR/ 100 kg/net	TRQ Sweetcorn - See Appendix to Annex I-A
2005 80 00	= Sweetcorn (<i>Zea mays</i> var. <i>saccharata</i>)	5,1 + 9,4 EUR/ 100 kg/net	TRQ Sweetcorn - See Appendix to Annex I-A
	- Other vegetables and mixtures of vegetables		
2009	Fruit juices (including grape must) and vegetable juices, unfermented and not containing added spirit, whether or not containing added sugar or other sweetening matter		
	= Orange juice		
2009 61	-- Of a Brix value not exceeding 30		
2009 61 10	---- Of a value exceeding EUR 18 per 100 kg net weight	Entry Price	Ad valorem free
2009 61 90	---- Of a value not exceeding EUR 18 per 100 kg net weight	22,4 + 27 EUR/hl	TRQ Apple and Grape juice - See Appendix to Annex I-A
2009 69	-- Other		
	---- Of a Brix value exceeding 67		
2009 69 11	---- Of a value not exceeding EUR 22 per 100 kg net weight	40 + 121 EUR/hl + 20,6 EUR/ 100 kg/net	TRQ Apple and Grape juice - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
2009 69 19	----- Other	Entry Price	Ad valorem free
	---- Of a Brix value exceeding 30 but not exceeding 67		
	---- Of a value exceeding EUR 18 per 100 kg net weight		
2009 69 51	----- Concentrated	Entry Price	Ad valorem free
2009 69 59	===== Other	Entry Price	Ad valorem free
	---- Of a value not exceeding EUR 18 per 100 kg net weight		
	----- With an added sugar content exceeding 30 % by weight		
2009 69 71	----- Concentrated	22,4 + 131 EUR/hl + 20,6 EUR/ 100 kg/net	TRQ Apple and Grape juice - See Appendix to Annex I-A
2009 69 79	===== Other	22,4 + 27 EUR/hl + 20,6 EUR/ 100 kg/net	TRQ Apple and Grape juice - See Appendix to Annex I-A
2009 69 90	----- Other	22,4 + 27 EUR/hl	TRQ Apple and Grape juice - See Appendix to Annex I-A
	- Apple juice		
2009 71	-- Of a Brix value not exceeding 20		
2009 71 20	--- Containing added sugar	18	TRQ Apple and Grape juice - See Appendix to Annex I-A
2009 71 99	=== Not containing added sugar	18	TRQ Apple and Grape juice - See Appendix to Annex I-A
2009 79	-- Other		
	---- Of a Brix value exceeding 67		
2009 79 11	---- Of a value not exceeding EUR 22 per 100 kg net weight	30 + 18,4 EUR/ 100 kg/net	TRQ Apple and Grape juice - See Appendix to Annex I-A

CN 2008	Description	Base rate	Staging category
2009 79 19	----- Other	30	TRQ Apple and Grape juice - See Appendix to Annex I-A
	---- Of a Brix value exceeding 20 but not exceeding 67		
2009 79 30	----- Of a value exceeding EUR 18 per 100 kg net weight, containing added sugar	18	TRQ Apple and Grape juice - See Appendix to Annex I-A
	----- Other		
2009 79 91	===== With an added sugar content exceeding 30 % by weight	18 + 19,3 EUR/100 kg/net	TRQ Apple and Grape juice - See Appendix to Annex I-A
2009 79 93	----- With an added sugar content not exceeding 30 % by weight	18	TRQ Apple and Grape juice - See Appendix to Annex I-A
2009 79 99	----- Not containing added sugar	18	TRQ Apple and Grape juice - See Appendix to Annex I-A
21	CHAPTER 21 - MISCELLANEOUS EDIBLE PREPARATIONS		
2101	Extracts, essences and concentrates, of coffee, tea or maté and preparations with a basis of these products or with a basis of coffee, tea or maté; roasted chicory and other roasted coffee substitutes, and extracts, essences and concentrates thereof		
	- Extracts, essences and concentrates, of coffee, and preparations with a basis of these extracts, essences or concentrates or with a basis of coffee		
2101 12	-- Preparations with a basis of these extracts, essences or concentrates or with a basis of coffee		
2101 12 98	---- Other	9 + EA	TRQ Sugar processed - See Appendix to Annex I-A
2101 20	= Extracts, essences and concentrates, of tea or maté, and preparations with a basis of these extracts, essences or concentrates, or with a basis of tea or maté		
2101 20 98	---- Other	6,5 + EA	TRQ Sugar processed - See Appendix to Annex I-A
2106	Food preparations not elsewhere specified or included		
2106 10	- Protein concentrates and textured protein substances		

CN 2008	Description	Base rate	Staging category
2106 10 80	-- Other	EA	TRQ Milk-cream - See Appendix to Annex I-A
2106 90	= Other		
2106 90 30	=== Isoglucose syrups	42,7 EUR/ 100 kg/net mas	TRQ Syrups - See Appendix to Annex I-A
	--- Other		
2106 90 55	---- Glucose syrup and maltodextrine syrup	20 EUR/ 100 kg/net	TRQ Syrups - See Appendix to Annex I-A
2106 90 59	---- Other	0,4 EUR/ 100 kg/net	TRQ Syrups - See Appendix to Annex I-A
	-- Other		
2106 90 98	--- Other	9 + EA	TRQ Food preparations - See Appendix to Annex I-A
22	CHAPTER 22 - BEVERAGES, SPIRITS AND VINÉGAR		
2202	Waters, including mineral waters and aerated waters, containing added sugar or other sweetening matter or flavoured, and other non-alcoholic beverages, not including fruit or vegetable juices of heading 2009		
2202 90	= Other		
2202 90 99	--- 2 % or more	5,4 + 21,2 EUR/ 100 kg/net	TRQ Milk-cream - See Appendix to Annex I-A
2204	Wine of fresh grapes, including fortified wines; grape must other than that of heading 2009		
2204 30	- Other grape must		
2204 30 92	---- Concentrated	Entry Price	Ad valorem free
2204 30 94	---- Other	Entry Price	Ad valorem free
2204 30 96	==== Concentrated	Entry Price	Ad valorem free
2204 30 98	---- Other	Entry Price	Ad valorem free

CN 2008	Description	Base rate	Staging category
2207	Undenatured ethyl alcohol of an alcoholic strength by volume of 80 % vol or higher; ethyl alcohol and other spirits, denatured, of any strength		
2207 10 00	- Undenatured ethyl alcohol of an alcoholic strength by volume of 80 % vol or higher	19,2 EUR/hl	TRQ Ethanol - See Appendix to Annex I-A
2207 20 00	- Ethyl alcohol and other spirits, denatured, of any strength	10,2 EUR/hl	TRQ Ethanol - See Appendix to Annex I-A
2208	Undenatured ethyl alcohol of an alcoholic strength by volume of less than 80 % vol; spirits, liqueurs and other spirituous beverages		
2208 90	- Other		
	-- Arrack, in containers holding		
2208 90 91	--- 2 litres or less	1 EUR/% vol/hl + 6,4 EUR/hl	TRQ Ethanol - See Appendix to Annex I-A
2208 90 99	--- More than 2 litres	1 EUR/% vol/hl	TRQ Ethanol - See Appendix to Annex I-A
23	CHAPTER 23 - RESIDUES AND WASTE FROM THE FOOD INDUSTRIES; PREPARED ANIMAL FODDER		
2302	Bran, sharps and other residues, whether or not in the form of pellets, derived from the sifting, milling or other working of cereals or of leguminous plants		
2302 10	- Of maize (corn)		
2302 10 10	-- With a starch content not exceeding 35 % by weight	44 EUR/t	TRQ Bran - See Appendix to Annex I-A
2302 10 90	-- Other	89 EUR/t	TRQ Bran - See Appendix to Annex I-A
2302 30	- Of wheat		
2302 30 10	-- Of which the starch content does not exceed 28 % by weight, and of which the proportion that passes through a sieve with an aperture of 0,2 mm does not exceed 10 % by weight or alternatively the proportion that passes through the sieve has an ash content, calculated on the dry product, equal to or more than 1,5 % by weight	44 EUR/t	TRQ Bran - See Appendix to Annex I-A
2302 30 90	-- Other	89 EUR/t	TRQ Bran - See Appendix to Annex I-A
2302 40	- Of other cereals		
	-- Of rice		

CN 2008	Description	Base rate	Staging category
2302 40 10	-- -- Of which the starch content does not exceed 28 % by weight, and of which the proportion that passes through a sieve with an aperture of 0,2 mm does not exceed 10 % by weight or alternatively the proportion that passes through the sieve has an ash content, calculated on the dry product, equal to or more than 1,5 % by weight	44 EUR/t	TRQ Bran – See Appendix to Annex I-A
2302 40 90	-- -- Other	89 EUR/t	TRQ Bran – See Appendix to Annex I-A
2303	Residues of starch manufacture and similar residues, beet-pulp, bagasse and other waste of sugar manufacture, brewing or distilling dregs and waste, whether or not in the form of pellets		
2303 10	= Residues of starch manufacture and similar residues		
	= = Residues from the manufacture of starch from maize (excluding concentrated steeping liquors), of a protein content, calculated on the dry product		
2303 10 11	-- -- Exceeding 40 % by weight	320 EUR/t	TRQ Bran – See Appendix to Annex I-A
24	CHAPTER 24 - TOBACCO AND MANUFACTURED TOBACCO SUBSTITUTES		
2402	Cigars, cheroots, cigarillos and cigarettes, of tobacco or of tobacco substitutes		
2402 10 00	- Cigars, cheroots and cigarillos, containing tobacco	26	TRQ Cigarettes – See Appendix to Annex I-A
2402 20	- Cigarettes containing tobacco		
2402 20 90	-- -- Other	57,6	TRQ Cigarettes – See Appendix to Annex I-A
VI	SECTION VI - PRODUCTS OF THE CHEMICAL OR ALLIED INDUSTRIES		
29	CHAPTER 29 - ORGANIC CHEMICALS		
2905	Acyclic alcohols and their halogenated, sulphonated, nitrated or nitrosated derivatives		
	= Saturated monohydric alcohols		
2905 43 00	-- Mannitol	9,6 + 125,8 EUR/ 100 kg/net	TRQ Mannitol sorbitol – See Appendix to Annex I-A
2905 44	-- D-glucitol (sorbitol)		

CN 2008	Description	Base rate	Staging category
	--- In aqueous solution		
2905 44 11	---- Containing 2 % or less by weight of D-mannitol, calculated on the D-glucitol content	7,7 + 16,1 EUR/ 100 kg/net	TRQ Mannitol sorbitol - See Appendix to Annex I-A
2905 44 19	---- Other	9,6 + 37,8 EUR/ 100 kg/net	TRQ Mannitol sorbitol - See Appendix to Annex I-A
	---- Other		
2905 44 91	---- Containing 2 % or less by weight of D-mannitol, calculated on the D-glucitol content	7,7 + 23 EUR/ 100 kg/net	TRQ Mannitol sorbitol - See Appendix to Annex I-A
2905 44 99	---- Other	9,6 + 53,7 EUR/ 100 kg/net	TRQ Mannitol sorbitol - See Appendix to Annex I-A
31	CHAPTER 31 - FERTILISERS		
3102	Mineral or chemical fertilisers, nitrogenous		
3102 10	- Urea, whether or not in aqueous solution		
3102 10 10	-- Urea containing more than 45 % by weight of nitrogen on the dry anhydrous product	6,5	7
3102 10 90	== Other	6,5	7
	= Ammonium sulphate; double salts and mixtures of ammonium sulphate and ammonium nitrate		
3102 21 00	-- Ammonium sulphate	6,5	7
3102 29 00	-- Other	6,5	7
3102 30	- Ammonium nitrate, whether or not in aqueous solution		
3102 30 10	-- In aqueous solution	6,5	7
3102 30 90	-- Other	6,5	7
3102 40	- Mixtures of ammonium nitrate with calcium carbonate or other inorganic non-fertilising substances		
3102 40 10	-- With a nitrogen content not exceeding 28 % by weight	6,5	7
3102 40 90	-- With a nitrogen content exceeding 28 % by weight	6,5	7
3102 50	- Sodium nitrate		

CN 2008	Description	Base rate	Staging category
3102 50 90	-- Other	6,5	7
3102 60 00	- Double salts and mixtures of calcium nitrate and ammonium nitrate	6,5	7
3102 80 00	= Mixtures of urea and ammonium nitrate in aqueous or ammoniacal solution	6,5	7
3102 90 00	- Other, including mixtures not specified in the foregoing subheadings	6,5	7
3105	Mineral or chemical fertilisers containing two or three of the fertilising elements nitrogen, phosphorus and potassium; other fertilisers; goods of this chapter in tablets or similar forms or in packages of a gross weight not exceeding 10 kg		
3105 10 00	= Goods of this chapter in tablets or similar forms or in packages of a gross weight not exceeding 10 kg	6,5	7
3105 20	= Mineral or chemical fertilisers containing the three fertilising elements nitrogen, phosphorus and potassium		
3105 20 10	-- With a nitrogen content exceeding 10 % by weight on the dry anhydrous product	6,5	7
3105 20 90	-- Other	6,5	7
3105 30 00	= Diammonium hydrogenorthophosphate (diammonium phosphate)	6,5	7
3105 40 00	- Ammonium dihydrogenorthophosphate (monoammonium phosphate) and mixtures thereof with diammonium hydrogenorthophosphate (diammonium phosphate)	6,5	7
	- Other mineral or chemical fertilisers containing the two fertilising elements nitrogen and phosphorus		
3105 51 00	= Containing nitrates and phosphates	6,5	7
3105 59 00	-- Other	6,5	7
3105 90 91	=== With a nitrogen content exceeding 10 % by weight on the dry anhydrous product	6,5	7
33	CHAPTER 33 - ESSENTIAL OILS AND RESINOIDS; PERFUMERY, COSMETIC OR TOILET PREPARATIONS		
3302	Mixtures of odoriferous substances and mixtures (including alcoholic solutions) with a basis of one or more of these substances, of a kind used as raw materials in industry; other preparations based on odoriferous substances, of a kind used for the		

CN 2008	Description	Base rate	Staging category
	manufacture of beverages .		
3302 10	- Of a kind used in the food or drink industries		
	-- Of a kind used in the drink industries		
	--- Preparations containing all flavouring agents characterizing a beverage		
3302 10 29	----- Other	9 + EA	TRQ Sugar processed - See Appendix to Annex I-A
35	CHAPTER 35 - ALBUMINOIDAL SUBSTANCES; MODIFIED STARCHES; GLUES; ENZYMES		
3502	Albumins (including concentrates of two or more whey proteins, containing by weight more than 80 % whey proteins, calculated on the dry matter), albuminates and other albumin derivatives		
	- Egg albumin		
3502 11	-- Dried		
3502 11 90	--- Other	123,5 EUR/ 100 kg/net	TRQ Eggs - See Appendix to Annex I-A
3502 19	-- Other		
3502 19 90	--- Other	16,7 EUR/ 100 kg/net	TRQ Eggs - See Appendix to Annex I-A
3502 20	= Milk albumin, including concentrates of two or more whey proteins		
3502 20 91	--- Dried (for example, in sheets, scales, flakes, powder)	123,5 EUR/ 100 kg/net	TRQ Eggs - See Appendix to Annex I-A
3502 20 99	--- Other	16,7 EUR/ 100 kg/net	TRQ Eggs - See Appendix to Annex I-A
3505	Dextrins and other modified starches (for example, pregelatinised or esterified starches); glues based on starches, or on dextrins or other modified starches		
3505 10	- Dextrins and other modified starches		

CN 2008	Description	Base rate	Staging category
3505 10 10	-- Dextrins	9 + 17,7 EUR/ 100 kg/net	TRQ Starch processed - See Appendix to Annex I-A
	-- Other modified starches		
3505 10 90	--- Other	9 + 17,7 EUR/ 100 kg/net	TRQ Starch processed - See Appendix to Annex I-A
3505 20	= Glues		
3505 20 30	-- Containing, by weight, 25 % or more but less than 55 % of starches or dextrins or other modified starches	8,3 + 8,9 EUR/ 100 kg/net MAX 11,5	TRQ Starch processed - See Appendix to Annex I-A
3505 20 50	-- Containing, by weight, 55 % or more but less than 80 % of starches or dextrins or other modified starches	8,3 + 14,2 EUR/ 100 kg/net MAX 11,5	TRQ Starch processed - See Appendix to Annex I-A
3505 20 90	-- Containing, by weight, 80 % or more of starches or dextrins or other modified starches	8,3 + 17,7 EUR/ 100 kg/net MAX 11,5	TRQ Starch processed - See Appendix to Annex I-A
38	CHAPTER 38 - MISCELLANEOUS CHEMICAL PRODUCTS		
3809	Finishing agents, dye carriers to accelerate the dyeing or fixing of dyestuffs and other products and preparations (for example, dressings and mordants), of a kind used in the textile, paper, leather or like industries, not elsewhere specified or included		
3809 10	= With a basis of amylaceous substances		
3809 10 10	-- Containing by weight of such substances less than 55 %	8,3 + 8,9 EUR/ 100 kg/net MAX 12,8	TRQ Malt starch processed - See Appendix to Annex I-A
3809 10 30	-- Containing by weight of such substances 55 % or more but less than 70 %	8,3 + 12,4 EUR/ 100 kg/net MAX 12,8	TRQ Malt starch processed - See Appendix to Annex I-A
3809 10 50	== Containing by weight of such substances 70 % or more but less than 83 %	8,3 + 15,1 EUR/ 100 kg/net MAX 12,8	TRQ Malt starch processed - See Appendix to Annex I-A
3809 10 90	-- Containing by weight of such substances 83 % or more	8,3 + 17,7 EUR/ 100 kg/net MAX 12,8	TRQ Malt starch processed - See Appendix to Annex I-A
	= Other		

CN 2008	Description	Base rate	Staging category
3824	Prepared binders for foundry moulds or cores; chemical products and preparations of the chemical or allied industries (including those consisting of mixtures of natural products), not elsewhere specified or included		
3824 60	- Sorbitol other than that of subheading 2905 44		
	-- In aqueous solution		
3824 60 11	--- Containing 2 % or less by weight of D-mannitol, calculated on the D-glucitol content	7,7 + 16,1 EUR/ 100 kg/net	TRQ Mannitol sorbitol - See Appendix to Annex I-A
3824 60 19 ⁹	--- Other	9,6 + 37,8 EUR/ 100 kg/net	TRQ Mannitol sorbitol - See Appendix to Annex I-A
	-- Other		
3824 60 91	--- Containing 2 % or less by weight of D-mannitol, calculated on the D-glucitol content	7,7 + 23 EUR/ 100 kg/net	TRQ Mannitol sorbitol - See Appendix to Annex I-A
3824 60 99	--- Other	9,6 + 53,7 EUR/ 100 kg/net	TRQ Mannitol sorbitol - See Appendix to Annex I-A
	- Mixtures containing halogenated derivatives of methane, ethane or propane		
XIII	SECTION XIII - ARTICLES OF STONE, PLASTER, CEMENT, ASBESTOS, MICA OR SIMILAR MATERIALS; CERAMIC PRODUCTS; GLASS AND GLASSWARE		
70	CHAPTER 70 - GLASS AND GLASSWARE		
7013	Glassware of a kind used for table, kitchen, toilet, office, indoor decoration or similar purposes (other than that of heading 7010 or 7018)		
7013 10 00	- Of glass ceramic	11	7
	- Stemware drinking glasses, other than of glass ceramics		
7013 22	-- Of lead crystal		
7013 22 10	--- Gathered by hand	11	7
7013 22 90	--- Gathered mechanically	11	7
7013 28	-- Other		

CN 2008	Description	Base rate	Staging category
7013 28 10	--- Gathered by hand	11	7
7013 28 90	--- Gathered mechanically	11	7
	- Other drinking glasses, other than of glass ceramics		
7013 33	-- Of lead crystal		
	--- Gathered by hand		
7013 33 11	==== Cut or otherwise decorated	11	7
7013 33 19	---- Other	11	7
	--- Gathered mechanically		
7013 33 91	---- Cut or otherwise decorated	11	7
7013 33 99	==== Other	11	7
7013 37	-- Other		
7013 37 10	--- Of toughened glass	11	7
	--- Other		
	---- Gathered by hand		
7013 37 51	----- Cut or otherwise decorated	11	7
7013 37 59	----- Other	11	7
	==== Gathered mechanically		
7013 37 91	----- Cut or otherwise decorated	11	7
7013 37 99	----- Other	11	7
	= Glassware of a kind used for table (other than drinking glasses) or kitchen purposes other than of glass ceramics		
7013 41	-- Of lead crystal		
7013 41 10	--- Gathered by hand	11	7
7013 41 90	--- Gathered mechanically	11	7
7013 42 00	-- Of glass having a linear coefficient of expansion not exceeding 5×10^{-6} per Kelvin within a temperature range of 0 °C to 300 °C	11	7
7013 49	= Other		
7013 49 10	--- Of toughened glass	11	7
	--- Other		

CN 2008	Description	Base rate	Staging category
7013 49 91	----- Gathered by hand	11	7
7013 49 99	===== Gathered mechanically	11	7
	- Other glassware		
7013 91	-- Of lead crystal		
7013 91 10	--- Gathered by hand	11	7
7013 91 90	--- Gathered mechanically	11	7
7013 99 00	-- Other	11	7
XV	SECTION XV - BASE METALS AND ARTICLES OF BASE METAL		
76	CHAPTER 76 - ALUMINIUM AND ARTICLES THEREOF		
7604	Aluminium bars, rods and profiles		
7604 10	- Of aluminium, not alloyed		
7604 10 10	-- Bars and rods	7,5	7
7604 10 90	== Profiles	7,5	7
	- Of aluminium alloys		
7604 21 00	-- Hollow profiles	7,5	7
7604 29	-- Other		
7604 29 10	--- Bars and rods	7,5	7
7604 29 90	--- Profiles	7,5	7
7605	Aluminium wire		
	- Of aluminium, not alloyed		
7605 11 00	-- Of which the maximum cross-sectional dimension exceeds 7 mm	7,5	7
7605 19 00	-- Other	7,5	7
	= Of aluminium alloys		
7605 21 00	-- Of which the maximum cross-sectional dimension exceeds 7 mm	7,5	7
7605 29 00	-- Other	7,5	7
7606	Aluminium plates, sheets and strip, of a thickness exceeding 0,2 mm		
	- Rectangular (including square)		
7606 11	== Of aluminium, not alloyed		

CN 2008	Description	Base rate	Staging category
7606 11 10	=== Painted, varnished or coated with plastics	7,5	7
	--- Other, of a thickness of		
	---- Of a thickness of not less than 0,021 mm but not more than 0,2 mm		
7606 11 91	---- Less than 3 mm	7,5	7
7606 11 93	---- Not less than 3 mm but less than 6 mm	7,5	7
7606 11 99	---- Not less than 6 mm	7,5	7
7606 12	-- Of aluminium alloys		
7606 12 10	--- Strip for venetian blinds	7,5	7
	--- Other		
7606 12 50	---- Painted, varnished or coated with plastics	7,5	7
	---- Other, of a thickness of		
7606 12 91	----- Less than 3 mm	7,5	7
7606 12 93	----- Not less than 3 mm but less than 6 mm	7,5	7
7606 12 99	----- Not less than 6 mm	7,5	7
	- Other		
7606 91 00	-- Of aluminium, not alloyed	7,5	7
7606 92 00	-- Of aluminium alloys	7,5	7
7607	Aluminium foil (whether or not printed or backed with paper, paperboard, plastics or similar backing materials) of a thickness (excluding any backing) not exceeding 0,2 mm		
	- Not backed		
7607 11	-- Rolled but not further worked		
7607 11 10	--- Of a thickness of less than 0,021 mm	7,5	7
7607 11 90	---- Of a thickness of not less than 0,021 mm but not more than 0,2 mm	7,5	7
7607 19	== Other		
7607 19 10	--- Of a thickness of less than 0,021 mm	7,5	7
7607 19 91	---- Self-adhesive	7,5	7
7607 19 99	---- Other	7,5	7
7607 20	- Backed		

CN 2008	Description	Base rate	Staging category
7607 20 10	-- Of a thickness (excluding any backing) of less than 0,021 mm	10	7
	-- Of a thickness (excluding any backing) of not less than 0,021 mm but not more than 0,2 mm		
7607 20 91	--- Self-adhesive	7,5	7
7607 20 99	--- Other	7,5	7
7608	Aluminium tubes and pipes		
7608 10 00	- Of aluminium, not alloyed	7,5	7
7608 20	- Of aluminium alloys		
7608 20 20	-- Welded	7,5	7
	-- Other		
7608 20 81	--- Not further worked than extruded	7,5	7
7608 20 89	--- Other	7,5	7
XVI	SECTION XVI - MACHINERY AND MECHANICAL APPLIANCES; ELECTRICAL EQUIPMENT; PARTS THEREOF, SOUND RECORDERS AND REPRODUCERS, TELEVISION IMAGE AND SOUND RECORDERS AND REPRODUCERS, AND PARTS AND ACCESSORIES OF SUCH ARTICLES		
85	CHAPTER 85 - ELECTRICAL MACHINERY AND EQUIPMENT AND PARTS THEREOF; SOUND RECORDERS AND REPRODUCERS, TELEVISION IMAGE AND SOUND RECORDERS AND REPRODUCERS, AND PARTS AND ACCESSORIES OF SUCH ARTICLES		
8521	Video recording or reproducing apparatus, whether or not incorporating a video tuner		
8521 10	- Magnetic tape-type		
8521 10 20	-- Using tape of a width not exceeding 1,3 cm and allowing recording or reproduction at a tape speed not exceeding 50 mm per second	14	7
8521 90 00	= Other	13,9	7
8527	Reception apparatus for radio-broadcasting, whether or not combined, in the same housing, with sound recording or reproducing apparatus or a clock		
	= Radio-broadcast receivers capable of operating without an external source of power		
8527 12	-- Pocket-size radio cassette players		
8527 12 10	--- With an analogue and digital reading system	14	7

CN 2008	Description	Base rate	Staging category
8527 13	-- Other apparatus combined with sound recording or reproducing apparatus		
8527 13 10	=== With laser reading system	12	7
	--- Other		
8527 13 91	----- Of the cassette-type with an analogue and digital reading system	14	7
8527 21	== Combined with sound recording or reproducing apparatus		
	--- Capable of receiving and decoding digital radio data system signals		
8527 21 20	----- With laser reading system	14	7
	---- Other		
8527 21 52	----- Of the cassette-type with an analogue and digital reading system	14	7
	--- Other		
8527 21 70	---- With laser reading system	14	7
	---- Other		
8527 21 92	----- Of the cassette-type with an analogue and digital reading system	14	7
8527 29 00	-- Other	12	7
	- Other		
8527 91	-- Combined with sound recording or reproducing apparatus		
	--- Within the same housing one or more loudspeakers		
8527 91 11	----- Of the cassette-type with an analogue and digital reading system	14	7
	--- Other		
8527 91 35	---- With laser reading system	12	7
	---- Other		
8527 91 91	----- Of the cassette-type with an analogue and digital reading system	14	7
8528	Monitors and projectors, not incorporating television reception apparatus; reception apparatus for television, whether or not incorporating radio-broadcast receivers or sound or video recording or reproducing apparatus		
	- Cathode-ray tube monitors		
8528 49	-- Other		
8528 49 10	--- Black and white or other monochrome	14	7
	=== Colour		

CN 2008	Description	Base rate	Staging category
8528 49 35	----- With a screen width/height ratio less than 1,5	14	7
	----- Other		
8528 49 91	----- With scanning parameters not exceeding 625 lines	14	7
8528 49 99	----- With scanning parameters exceeding 625 lines	14	7
	= Other monitors		
8528 59	-- Other		
8528 59 10	--- Black and white or other monochrome	14	7
8528 59 90	--- Colour	14	7
	- Projectors		
8528 69	-- Other		
8528 69 99	----- Colour	14	7
	= Reception apparatus for television, whether or not incorporating radio-broadcast receivers or sound or video recording or reproducing apparatus		
8528 71	-- Not designed to incorporate a video display or screen		
	--- Video tuners		
8528 71 19	----- Other	14	7
8528 71 90	--- Other	14	7
8528 72	-- Other, colour		
8528 72 10	--- Television projection equipment	14	7
8528 72 20	---- Apparatus incorporating a video recorder or reproducer	14	7
	---- Other		
	----- With integral tube		
	----- With a screen width/height ratio less than 1,5, with a diagonal measurement of the screen		
8528 72 31	----- Not exceeding 42 cm	14	7
8528 72 33	----- Exceeding 42 cm but not exceeding 52 cm	14	7
8528 72 35	----- Exceeding 52 cm but not exceeding 72 cm	14	7
8528 72 39	----- Exceeding 72 cm	14	7
	----- Other		
	----- With scanning parameters not exceeding 625 lines, with a diagonal measurement of		

CN 2008	Description	Base rate	Staging category
	the screen		
8528 72 51	----- Not exceeding 75 cm	14	7
8528 72 59	----- Exceeding 72 cm	14	7
8528 72 75	----- With scanning parameters exceeding 625 lines	14	7
	----- Other		
8528 72 91	----- With a screen width/height ratio less than 1,5	14	7
8528 72 99	----- Other	14	7
8540	Thermionic, cold cathode or photo-cathode valves and tubes (for example, vacuum or vapour or gas filled valves and tubes, mercury arc rectifying valves and tubes, cathode ray tubes, television camera tubes)		
	- Cathode ray television picture tubes, including video monitor cathode ray tubes		
8540 11	-- Colour		
	--- With a screen width/height ratio less than 1,5, with a diagonal measurement of the screen		
8540 11 11	---- Not exceeding 42 cm	14	7
8540 11 13	---- Exceeding 42 cm but not exceeding 52 cm	14	7
8540 11 15	---- Exceeding 52 cm but not exceeding 72 cm	14	7
8540 11 19	---- Exceeding 72 cm	14	7
	--- Other, with a diagonal measurement of the screen		
8540 11 91	---- Not exceeding 75 cm	14	7
8540 11 99	---- Exceeding 75 cm	14	7
XVII	SECTION XVII - VEHICLES, AIRCRAFT, VESSELS AND ASSOCIATED TRANSPORT EQUIPMENT		
87	CHAPTER 87 - VEHICLES OTHER THAN RAILWAY OR TRAMWAY ROLLING STOCK, AND PARTS AND ACCESSORIES THEREOF		
8702	Motor vehicles for the transport of ten or more persons, including the driver		
8702 10	- With compression-ignition internal combustion piston engine (diesel or semi-diesel)		
	-- Of a cylinder capacity exceeding 2 500 cm ³		
8702 10 11	--- New	16	7
8702 10 19	--- Used	16	7
	-- Of a cylinder capacity not exceeding 2 500 cm ³		
8702 10 91	--- New	10	7

CN 2008	Description	Base rate	Staging category
8702 10 99	--- Used	10	7
8702 90	= Other		
	-- With spark-ignition internal combustion piston engine		
	--- Of a cylinder capacity exceeding 2 800 cm ³		
8702 90 11	---- New	16	7
8702 90 19	---- Used	16	7
	--- Of a cylinder capacity not exceeding 2 800 cm ³		
8702 90 31	---- New	10	7
8702 90 39	---- Used	10	7
8702 90 90	-- With other engines	10	7
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		
8703 10	- Vehicles specially designed for travelling on snow; golf cars and similar vehicles		
8703 10 18	= Other	10	7
	- Other vehicles, with spark-ignition internal combustion reciprocating piston engine		
8703 21	-- Of a cylinder capacity not exceeding 1 000 cm ³		
8703 21 10	---- New	10	7
8703 21 90	--- Used	10	7
8703 22	-- Of a cylinder capacity exceeding 1 000 cm ³ but not exceeding 1 500 cm ³		
8703 22 10	--- New	10	7
8703 22 90	--- Used	10	7
8703 23	-- Of a cylinder capacity exceeding 1 500 cm ³ but not exceeding 3 000 cm ³		
	--- New		
8703 23 11	---- Motor caravans	10	7
8703 23 19	---- Other	10	7
8703 23 90	--- Used	10	7
8703 24	-- Of a cylinder capacity exceeding 3 000 cm ³		
8703 24 10	--- New	10	7
8703 24 90	--- Used	10	7
	- Other vehicles, with compression-ignition internal combustion piston engine (diesel or semi-diesel)		

CN 2008	Description	Base rate	Staging category
8703 31	-- Of a cylinder capacity not exceeding 1 500 cm ³		
8703 31 10	--- New	10	7
8703 31 90	--- Used	10	7
8703 32	-- Of a cylinder capacity exceeding 1 500 cm ³ but not exceeding 2 500 cm ³		
	--- New		
8703 32 11	---- Motor caravans	10	7
8703 32 19	---- Other	10	7
8703 32 90	--- Used	10	7
8703 33	-- Of a cylinder capacity exceeding 2 500 cm ³		
	--- New		
8703 33 11	---- Motor caravans	10	7
8703 33 19	---- Other	10	7
8703 33 90	--- Used	10	7
8703 90	- Other		
8703 90 10	-- With electric motors	10	7
8703 90 90	-- Other	10	7
8704	Motor vehicles for the transport of goods		
8704 10	- Dumpers designed for off-highway use		
8704 21	-- Of a gross vehicle weight not exceeding 5 tonnes		
8704 21 31	----- New	22	7
8704 21 39	----- Used	22	7
	----- With engines of a cylinder capacity not exceeding 2 500 cm ³		
8704 21 91	----- New	10	7
8704 22	-- Of a gross vehicle weight exceeding 5 tonnes but not exceeding 20 tonnes		
8704 22 91	----- New	22	7
8704 22 99	----- Used	22	7
8704 23 91	----- New	22	7
8704 23 99	----- Used	22	7
	- Other, with spark-ignition internal combustion piston engine		
8704 31	-- Of a gross vehicle weight not exceeding 5 tonnes		
8704 31 31	----- New	22	7

CN 2008	Description	Base rate	Staging category
8704 31 39	----- Used	22	7
	----- With engines of a cylinder capacity not exceeding 2 800 cm ³		
8704 31 91	----- New	10	7
8704 31 99	----- Used	10	7
8704 32	-- Of a gross vehicle weight exceeding 5 tonnes		
8704 32 91	----- New	22	7
8704 32 99	----- Used	22	7
8704 90 00	- Other	10	7
8706 00	Chassis fitted with engines, for the motor vehicles of headings 8701 to 8705		
	- Chassis for tractors of heading 8701; chassis for motor vehicles of heading 8702, 8703 or 8704 with either a compression-ignition internal combustion piston engine (diesel or semi-diesel) of a cylinder capacity exceeding 2 500 cm ³ or with a spark-ignition internal combustion piston engine of a cylinder capacity exceeding 2 800 cm ³		
8706 00 11	-- For vehicles of heading 8702 or 8704	19	7
8706 00 99	-- Other	10	7
8712 00	Bicycles and other cycles (including delivery tricycles), not motorised		
8712 00 10	= Without ball bearings	15	7
	- Other		
8712 00 30	-- Bicycles	14	7
8712 00 80	-- Other	15	7

ANNEX I-B

ANNEX I-B to Chapter 1 ADDITIONAL CONDITIONS OF TRADE FOR WORN CLOTHING

ARTICLE 1

The Parties agreed on the following special conditions of trade for worn clothing in preferential trade between the Parties:

1. For the worn clothing (Ukraine customs code 6309 00 00), Ukraine will introduce the entry price determined in euro per kilogram of net weight.
2. Ukraine will publish on 1 January of every year the annual average price of two years before (Y-2) of the products falling under the custom codes mentioned in paragraph 3 of this Article. This average will be the basis for the calculation of the entry price of products falling under the customs code mentioned in paragraph 1 of this Article. The established entry price will be applicable in the entire customs territory of Ukraine for the entire year.
3. The rate of the entry price will be defined as 30 % of the average for the preceding year customs value of the clothes falling within the following Ukrainian customs codes: 6101, 6102, 6103, 6104, 6105, 6106, 6109, 6110, 6111, 6112, 6114, 6116, 6117, 6201, 6202, 6203, 6204, 6205, 6206, 6209, 6210, 6211, 6214, 6217.
4. Every year, Ukraine will publish annual trade statistics on the quantities of products imported under the customs code mentioned in paragraph 1 of this Article.

ANNEX-I-C

SCHEDULES OF EXPORT DUTY ELIMINATION

Duties expressed in % unless otherwise specified.

Livestock and hide raw materials									
HS code	Description	2020	2021	2022	2023	2024	2025	2026	Safeguard measures
	Live bovine animals of domestic species, except pure-bred breeding animals:								
0102 90 05 00	Domestic species of a weight not exceeding 80 kg	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 21 00	Domestic species of a weight exceeding 80 kg but not exceeding 160 kg for slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 29 00	Domestic species of a weight exceeding 80 kg but not exceeding 160 kg not slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 41 00	Domestic species of a weight exceeding 160 kg but not exceeding 300 kg for slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 49 00	Domestic species of a weight exceeding 160 kg but not exceeding 300 kg not slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 51 00	Heifers (female bovines that have never calved) of a weight exceeding 300 kg for slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 59 00	Heifers (female bovines that have never calved) of a weight exceeding 300 kg not slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 61 00	Cows of a weight exceeding 300 kg for slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 69 00	Cows of a weight exceeding 300 kg not slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 71 00	Domestic species except heifers and cows of a weight exceeding 300 kg for slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 79 00	Domestic species except heifers and cows of a weight exceeding 300 kg not slaughter	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0102 90 90 00	Not domestic bovines	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
	Live sheep:								
0104 10 10 00	pure-bred breeding animals	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0104 10 30 00	Lambs (up to a year old)	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
0104 10 80 00	other live sheep except pure-bred breeding animals and Lambs (up to a year old)	4,8	4,0	3,2	2,4	1,6	0,8	0,0	
4101	Raw hides and skins of bovine (including buffalo) or equine animals (fresh, or salted, dried, limed, pickled or otherwise preserved, but not tanned, parchment- dressed or further prepared), whether or not dehaired or split	7,14	6,25	5,0	3,75	2,5	1,25	0,0	see Annex I-D

HS code	Description	2020	2021	2022	2023	2024	2025	2026	Safeguard measures
4102	Raw skins of sheep or lambs (fresh, or salted, dried, limed, pickled or otherwise preserved, but not tanned, parchment-dressed or further prepared), whether or not with wool on or split, other than those excluded by note 1(c) to this chapter	7,14	6,25	5,0	3,75	2,5	1,25	0,0	see Annex I-D
4103 90	Other raw hides and skins (fresh, or salted, dried, limed, pickled or otherwise preserved, but not tanned, parchment-dressed or further prepared), whether or not dehaired or split, other than those excluded by note 1(b) or 1(c) to this chapter except of reptiles and swine	7,14	6,25	5,0	3,75	2,5	1,25	0,0	see Annex I-D

Seeds of some types of oil-yielding crops

HS code	Description	2020	2021	2022	2023	2024	2025	2026	Safeguard measures
1204 00	Linseed, whether or not broken	5,5	4,5	3,6	2,7	1,8	0,9	0,0	
1206 00	Sunflower seeds, whether or not broken	5,5	4,5	3,6	2,7	1,8	0,9	0,0	see Annex I-D
1207 99 97 00	False flax seeds (Camelina spp.)	5,5	4,5	3,6	2,7	1,8	0,9	0,0	

Alloyed ferrous metal scrap, nonferrous metal scrap and semi-manufactured goods of them

HS code	Description	2020	2021	2022	2023	2024	2025	2026	Safeguard measures
7202 99 80 00	ferrochrome nickel and other ferroalloys	7,0	6,0	5,0	4,0	3,0	2,0	0,0	
7204 21	waste and scrap of stainless steel	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7204 29 00 00	waste and scrap of alloyed steel, other	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7204 50 00 00	waste in ingots (charge ingots) for remelt, of alloyed steel	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7218 10 00 00	stainless steel in form of ingots and in other primary forms	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7401 00 00 00	copper mattes; cement copper (precipitated copper)	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7402 00 00 00	unrefined copper; copper anodes for electrolytic refining	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7403 12 00 00	cast bars for manufacture of wire (wire bars) of refined copper	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7403 13 00 00	refined copper billets	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7403 19 00 00	refined copper, other	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7403 21 00 00	copper-zinc base alloys (brass)	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7403 22 00 00	copper-tin base alloys (bronze)	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7403 29 00 00	Other copper alloys (other than master alloys of heading 7405); copper and nickel alloys (cupronickels), or copper, nickel and zinc alloys (nickel silver)	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7404 00	copper waste and scrap	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D

HS code	Description	2020	2021	2022	2023	2024	2025	2026	Safeguard measures
7405 00 00 00	master alloys of copper	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7406	copper powders and flakes	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7419 99 10 00	copper wire grates and meshes	7,0	6,0	5,0	4,0	3,0	2,0	0,0	
7415 29 00 00	other copper goods without threads, except for washers (including spring washers)	7,0	6,0	5,0	4,0	3,0	2,0	0,0	
7415 39 00 00	other copper goods with threads (except for screws, for wood, other screws, bolts and nuts)	7,0	6,0	5,0	4,0	3,0	2,0	0,0	
7418 19 90 00	table, kitchen or other household articles and parts thereof, of copper (except for pot scourers and scouring or polishing pads, gloves and the like and cooking or heating apparatus of a kind used for domestic purposes, non-electric, and parts thereof)	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7419	other articles of copper	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7503 00	nickel waste and scrap	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7602 00	aluminum waste and scrap	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7802 00 00 00	lead waste and scrap	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
7902 00 00 00	zinc waste and scrap	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
8002 00 00 00	tin waste and scrap	7,0	6,0	5,0	4,0	3,0	2,0	0,0	
8101 97 00 00	tungsten waste and scrap	7,0	6,0	5,0	4,0	3,0	2,0	0,0	
8105 30 00 00	waste and scrap of cobalt and of articles thereof	7,0	6,0	5,0	4,0	3,0	2,0	0,0	
8108 30 00 00	waste and scrap of titanium and of articles thereof	6,0	5,0	4,0	3,0	2,0	1,0	0,0	see Annex I-D
8113 00 40 00	waste and scrap of cermets and of articles thereof	7,0	6,0	5,0	4,0	3,0	2,0	0,0	

Waste products and scrap of ferrous metals

HS code	Description	2020	2021	2022	2023	2024
7204 10 00 00	waste and scrap of cast iron	5 euro per tonne	5 euro per tonne	3 euro per tonne	3 euro per tonne	0,0
7204 30 00 00	waste and scrap of tinned iron or steel	5 euro per tonne	5 euro per tonne	3 euro per tonne	3 euro per tonne	0,0
7204 41 10 00	turnings, shavings, chips, milling waste, sawdust and filings	5 euro per tonne	5 euro per tonne	3 euro per tonne	3 euro per tonne	0,0
7204 41 91 00	trimmings and stampings in bundles	5 euro per tonne	5 euro per tonne	3 euro per tonne	3 euro per tonne	0,0
7204 41 99 00	trimmings and stampings in not bundles	5 euro per tonne	5 euro per tonne	3 euro per tonne	3 euro per tonne	0,0
7204 49 10 00	waste and scrap ferrous metals, fragmented (shredded)	5 euro per tonne	5 euro per tonne	3 euro per tonne	3 euro per tonne	0,0
7204 49 30 00	waste and scrap ferrous metals in bundles	5 euro per tonne	5 euro per tonne	3 euro per tonne	3 euro per tonne	0,0
7204 49 90 00	waste and scrap ferrous metals sorted and non-sorted	5 euro per tonne	5 euro per tonne	3 euro per tonne	3 euro per tonne	0,0
7204 50 00 00	waste in bars (charge bars) for melting ferrous metals except alloyed steel	5 euro per tonne	5 euro per tonne	3 euro per tonne	3 euro per tonne	0,0

ANNEX I-D

SAFEGUARD MEASURES FOR EXPORT DUTIES

1. From the entry into force (EIF) of the Agreement, Ukraine may apply a safeguard measure in the form of a surcharge to the export duty on the goods only as provided for under the schedules listed in paragraphs 8 through 10 of this Annex, consistent with paragraphs 2 through 7, if during any 1-year period following the EIF the cumulative volume of exports from Ukraine to UK under each listed Ukrainian customs code exceeds a trigger level, as set out in Schedules included in paragraphs 8 through 10 of this Annex.
2. Ukraine shall apply any safeguard measure in a transparent manner. For this purpose, Ukraine shall as soon as possible provide written notification to the UK of its intention to apply such a measure and provide all the pertinent information including the volume (in tons) of domestic production or collection of materials, and the volume of exports to the United Kingdom and to the world. Ukraine shall invite the United Kingdom for consultations as far in advance of taking such measure as practicable in order to discuss this information. No measure shall be taken within 30 working days after the invitation for consultations.
3. Ukraine shall ensure that the statistics that are used as evidence for such measures are reliable, adequate and publicly accessible in a timely manner. Ukraine shall provide without delay quarterly statistics on volumes (in tons) of exports to the United Kingdom and to the world.
4. The implementation and operation of Article 31 of this Agreement and related Annexes may be the subject of discussion and review in the Trade Committee referred to in Article 405 of this Agreement.
5. Any supplies of the goods in question which were en route on the basis of a contract made before the surcharge is imposed under paragraphs 1 through 2, shall be exempted from any such surcharge.
6. This Annex sets out: those originating goods that may be subject to safeguard measures under Article [31] of this Agreement, the trigger levels for applying such measures defined for each of the Ukrainian customs code quoted, and the maximum surcharge to export duty that may be applied each 1-year period for each such good in addition to export duty. All duties are expressed in % unless otherwise specified.
7. Ukraine shall not apply any safeguard measure under this Annex if the application of such safeguard measure would result in Ukraine applying higher export duties on exports to the United Kingdom than Ukraine applies on exports to the European Union, provided that Ukraine applies such safeguard measure to the EU.
8. For the hide raw materials as covered below:
Coverage: the hide raw materials falling within the following Ukrainian customs codes: 4101, 4102, 4103 90.

Year (Agreement)	2020	2021	2022	2023	2024	2025
Ukraine WTO commitment	20,0	20,0	20,0	20,0	20,0	20,0
Ukraine export duty to UK	7,14	6,25	5,0	3,75	2,50	1,25
Trigger Level (tonne)	54,0	56,0	58,5	61,0	61,0	63,0
Maximum surcharge	2,86	3,75	5,0	6,25	7,5	8,75

Year (Agreement)	2026	2027	2028	2029	2030	2031
Ukraine WTO commitment	20,0	20,0	20,0	20,0	20,0	20,0
Ukraine export duty to UK	0,0	0,0	0,0	0,0	0,0	0,0
Trigger Level (tonne)	67,5	67,5	67,5	67,5	67,5	67,5
Maximum surcharge	10,0	8,0	6,0	4,0	2,0	0,0

9. For the sunflower seeds, whether or not broken as covered below:

Coverage: the sunflower seeds, whether or not broken falling within the following Ukrainian customs codes: 1206 00.

Year (Agreement)	2020	2021	2022	2023	2024	2025
Ukraine WTO commitment	10,0	10,0	10,0	10,0	10,0	10,0
Ukraine export duty to UK	5,5	4,5	3,6	2,7	1,8	0,9
Trigger Level (tonne)	15 0 00,0	15 0 00,0	15 0 00,0	15 0 00,0	15 0 00,0	15 000,0
Maximum surcharge	4,5	5,5	6,4	7,3	8,2	9,1

Year (Agreement)	2026	2027	2028	2029	2030	2031
Ukraine WTO commitment	10,0	10,0	10,0	10,0	10,0	10,0
Ukraine export duty to UK	0,0	0,0	0,0	0,0	0,0	0,0
Trigger Level (tonne)	15 0 00,0	15 0 00,0	15 0 00,0	15 0 00,0	15 0 00,0	15 000,0
Maximum surcharge	10,0	8,0	6,0	4,0	2,0	0,0

10. For the alloyed ferrous metal scrap, nonferrous metal scrap and semi-manufactured goods of them as covered below:

Coverage: the waste and scrap of alloyed steel falling within the following Ukrainian customs codes: 7204 21, 7204 29 00 00, 7204 50 00 00.

Year (Agreement)	2020	2021	2022	2023	2024	2025
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	6,0	5,0	4,0	3,0	2,0	1,0
Trigger Level (tonne)	720,0	750,0	780,0	810,0	840,0	870,0
Maximum surcharge	4,0	5,0	6,0	7,0	8,0	9,0

Year (Agreement)	2026	2027	2028	2029	2030	2031
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	0,0	0,0	0,0	0,0	0,0	0,0
Trigger Level (tonne)	900,0	900,0	900,0	900,0	900,0	900,0
Maximum surcharge	10,0	8,0	6,0	4,0	2,0	0,0

Coverage: the stainless steel in form of ingots and in other primary forms falling within the following Ukrainian customs codes: 7218 10 00 00.

Year (Agreement)	2020	2021	2022	2023	2024	2025
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	6,0	5,0	4,0	3,0	2,0	1,0
Trigger Level (tonne)	360,0	375,0	390,0	405,0	420,0	435,0
Maximum surcharge	4,0	5,0	6,0	7,0	8,0	9,0

Year (Agreement)	2026	2027	2028	2029	2030	2031
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	0,0	0,0	0,0	0,0	0,0	0,0
Trigger Level (tonne)	450,0	450,0	450,0	450,0	450,0	450,0
Maximum surcharge	10,0	8,0	6,0	4,0	2,0	0,0

Coverage: the copper falling within the following Ukrainian customs codes: 7401 00 00 00, 7402 00 00 00, 7403 12 00 00, 7403 13 00 00, 7403 19 00 00.

Year (Agreement)	2020	2021	2022	2023	2024	2025
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	6,0	5,0	4,0	3,0	2,0	1,0
Trigger Level (tonne)	36,0	37,5	39,0	40,5	42,0	43,5
Maximum surcharge	4,0	5,0	6,0	7,0	8,0	9,0

Year (Agreement)	2026	2027	2028	2029	2030	2031
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	0,0	0,0	0,0	0,0	0,0	0,0
Trigger Level (tonne)	45,0	45,0	45,0	45,0	45,0	45,0
Maximum surcharge	10,0	8,0	6,0	4,0	2,0	0,0

Coverage: the copper falling within the following Ukrainian customs codes: 7403 21 00 00, 7403 22 00 00, 7403 29 00 00.

Year (Agreement)	2020	2021	2022	2023	2024	2025
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	6,0	5,0	4,0	3,0	2,0	1,0
Trigger Level (tonne)	720,0	750,0	780,0	810,0	840,0	870,0
Maximum surcharge	4,0	5,0	6,0	7,0	8,0	9,0

Year (Agreement)	2026	2027	2028	2029	2030	2031
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	0,0	0,0	0,0	0,0	0,0	0,0
Trigger Level (tonne)	900,0	900,0	900,0	900,0	900,0	900,0
Maximum surcharge	10,0	8,0	6,0	4,0	2,0	0,0

Coverage: the alloyed ferrous metal scrap, nonferrous metal scrap and semi-manufactured goods of them falling within the following Ukrainian customs codes: 7404 00, 7405 00 00 00, 7406, 7418 19 90 00, 7419, 7503 00, 7602 00, 7802 00 00 00, 7902 00 00 00, 8108 30 00 00.

Year (Agreement)	2020	2021	2022	2023	2024	2025
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	6,0	5,0	4,0	3,0	2,0	1,0
Trigger Level (tonne)	36,0	37,5	39,0	40,5	42,0	43,5
Maximum surcharge	4,0	5,0	6,0	7,0	8,0	9,0

Year (Agreement)	2026	2027	2028	2029	2030	2031
Ukraine WTO commitment	15,0	15,0	15,0	15,0	15,0	15,0
Ukraine export duty to UK	0,0	0,0	0,0	0,0	0,0	0,0
Trigger Level (tonne)	45,0	45,0	45,0	45,0	45,0	45,0
Maximum surcharge	10,0	8,0	6,0	4,0	2,0	0,0

ANNEX II TO CHAPTER 4 - COVERAGE
ANNEX II-A

ANNEX II-A to Chapter 4
SPS MEASURES

PART 1

Measures applicable to main live animal categories

- I. Equidae (including zebras) or asinine species or the offspring of crossing of those species
- II. Bovine animals (including *Bubalus bubalis* and *Bison*)
- III. Ovine and caprine animals
- IV. Porcine animals
- V. Poultry (including fowl, turkeys, guinea fowl, ducks, geese)
- VI. Live fish
- VII. Crustaceans
- VIII. Molluscs
- IX. Eggs and gametes of live fish
- X. Hatching eggs
- XI. Semen-ova-embryos
- XII. Other mammals
- XIII. Other birds
- XIV. Reptiles
- XV. Amphibians
- XVI. Other vertebrates
- XVII. Bees

PART 2

Measures applicable to animal products

- I. Main product categories of animal products for human consumption
 1. Fresh meat of domestic ungulates, poultry and lagomorphs, farm and wild game, including offal
 2. Minced meat, meat preparations, mechanically separated meat (MSM), meat products
 3. Live bivalve molluscs
 4. Fishery products
 5. Raw milk, colostrum, dairy products and colostrum-based products
 6. Eggs and eggs products
 7. Frogs' legs and snails
 8. Rendered animal fats and greaves
 9. Treated stomachs, bladders and intestines
 10. Gelatine, raw material for the production of gelatine for human consumption
 11. Collagen, raw material for the production of collagen for human consumption
 12. Honey and apicultural products
- II. Main products' categories of animal by-products:

In slaughterhouses	Animal by-products to be fed to fur animals
	Animal by-products for the manufacture of petfood
	Blood and blood products from equidae to be used outside the feed chain
	Fresh or chilled hides and skins of ungulates
	Animal by-products for the manufacture of derived products for uses outside the feed chain
In dairy plants	Milk, milk-based products and milk-derived products
	Colostrum and colostrum products
In other facilities for the collection or handling of animal by-products (i.e. unprocessed/ untreated materials)	Blood and blood products from equidae to be used outside the feed chain
	Untreated blood products, excluding of equidae, for derived products for purposes outside the feed chain for farmed animals
	Treated blood products, excluding of equidae, for the manufacture of derived products for purposes outside the feed chain for farmed animals
	Fresh or chilled hides and skins of ungulates
	Pig bristles from third countries or regions thereof that are free from African swine fever
	Bones and bone products (excluding bone meal), horns and horn

	products (excluding horn meal) and hooves and hoof products (excluding hoof meal) for uses other than as feed material, organic fertilizer or soil improvers
	Horns and horn products, excluding horn meal, and hooves and hoof products, excluding hoof meal, for the production of organic fertilizers or soil improvers
	Gelatin not intended for human consumption to be used by the photographic industry
	Wool and hair
	Treated feathers, parts of feathers and down
In processing plants	Processed animal protein, including mixtures and products other than petfood containing such protein
	Blood products that could be used as feed material
	Treated hides and skins of ungulates
	Treated hides and skins of ruminants and of equidae (21 days)
	Pig bristles from third countries or regions thereof that are not free of African swine fever
	Fish oil to be used as feed material or for purposes outside the feed chain
	Rendered fats to be used as feed materials
	Rendered fats for certain purposes outside the feed chain for farmed animals
	Gelatine or Collagen to be used as feed material or for purposes outside the feed chain
	Hydrolysed protein, Dicalcium phosphate or Tricalcium phosphate to be used as feed material or for purposes outside the feed chain
	Apiculture by-products intended exclusively for use in apiculture
	Fat derivatives to be used outside the feed chain
	Fat derivatives to be used as feed or outside the feed chain
	Egg products that could be used as feed material
In petfood plants (including plants manufacturing dogchews and flavouring innards)	Canned petfood
	Processed petfood other than canned petfood
	Dogchews
	Raw petfood for direct sale
	Flavouring innards for use in the manufacture of petfood
In game trophies plants	Treated game trophies and other preparations of birds and ungulates, being solely bones, horns, hooves, claws, antlers, teeth, hides or skins
	Game trophies or other preparations of birds and ungulates consisting of entire parts not having been treated
In plants or establishments manufacturing intermediate products	Intermediate products
Fertiliser and soil improvers	Processed animal protein including mixtures and products other than petfood containing such protein
	Processed manure, derived products from processed manure and guano from bats
In storage of derived products	All derived products

III. Pathogenic agents

PART 3

Plants, plant products and other objects

Plants, plant products and other objects¹ which are potential carriers of pests that, by their nature or that of their processing, may create a risk for the introduction and spread of pests

PART 4

Measures applicable to food and feed additives

Food:

1. Food additives (all food additives and colors);
2. Processing aids;
3. Food flavors;
4. Food enzymes.

Feed²

1. Feed additives;
2. Feed materials;
3. Compound feed and pet food except if covered by Part 2 (II);
4. Undesirable substances in feed.

¹ Packaging, conveyances, containers, soil and growing mediums and any other organisms, object or material capable of harbouring or spreading pests.

² Only animal by-products originated from animals or parts of animals, declared as fit for human consumption may enter into the feed chain of farmed animals.

ANNEX II-B

ANNEX II-B to Chapter 4 ANIMAL WELFARE STANDARDS

Animal welfare standards concerning:

1. Stunming and slaughter of animals;
 2. Transport of animals and related operations;
 3. Farming animals.
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ANNEX II-C

ANNEX II-C to Chapter 4 OTHER MEASURES COVERED BY THIS CHAPTER

1. Chemicals originating from the migration of substances from packaging materials;
 2. Composite products;
 3. Genetically Modified Organisms (GMO's)³.
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³ Regulation (EC) No 641/2004 of 6 April 2004 on detailed rules for the implementation of Regulation (EC) No 1829/2003 of the European Parliament and of the Council as regards the application for the authorization of new genetically modified food and feed, the notification of existing products and adventitious or technically unavoidable presence of genetically modified material which has benefited from a favorable risk evaluation. Regulation (EC) No 1829/2003 of the European Parliament and of the Council on genetically modified food and feed. Regulation (EC) No 1830/2003 of the European Parliament and of the Council of 22 September 2003 concerning the traceability and labeling of genetically modified organisms and the traceability of food and feed products produced from genetically modified organisms and amending Directive 2001/18/EC

ANNEX III

ANNEX III to Chapter 4 LIST OF NOTIFIABLE ANIMAL AND AQUACULTURE DISEASES AND REGULATED PESTS FOR WHICH REGIONAL FREEDOM CAN BE RECOGNISED

ANNEX III-A

ANNEX III-A to Chapter 4 ANIMAL AND FISH DISEASES SUBJECT TO NOTIFICATION, FOR WHICH THE STATUS OF THE PARTIES IS RECOGNISED AND FOR WHICH REGIONALISATION DECISIONS MAY BE TAKEN

1. Foot-and-mouth disease
2. Swine vesicular disease
3. Vesicular stomatitis
4. African horse sickness
5. African swine fever
6. Bluetongue
7. Avian influenza
8. Newcastle disease (NCD)
9. Rinderpest
10. Classical swine fever
11. Contagious bovine pleuro-pneumonia
12. Peste des petits ruminants
13. Sheep and goat pox
14. Rift Valley fever
15. Lumpy skin disease
16. Venezuelan equine encephalomyelitis
17. Glanders

18. Dourine
 19. Enterovirus encephalomyelitis
 20. Infectious haematopoietic necrosis (IHN)
 21. Viral haemorrhagic septicaemia (VHS)
 22. Infectious Salmon Anaemia (ISA)
 23. Bonamia ostreae
 24. Marteilia refringens
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ANNEX III-B

ANNEX III-B to Chapter 4 RECOGNITION OF THE PEST STATUS OR PEST-FREE AREAS

A. Recognition of pest status

Each Party shall establish and communicate a list of regulated pests based on the following principles:

1. Pests not known to occur within any part of its own territory;
2. Pests known to occur within any part of its own territory and under official control;
3. Pests known to occur within any part of its own territory, under official control and for which pest-free areas are established.

Any change to the list of pest status will be immediately notified to the other Party unless otherwise notified to the relevant international organization.

B. Recognition of Pest-Free Areas (PFAs)

The Parties recognise the concept of PFAs, and their application in respect of relevant ISPMs, as amended from time to time.

ANNEX IV

ANNEX IV to Chapter 4 REGIONALISATION / ZONING AND PEST-FREE AREAS

A. Animal and aquaculture diseases

1. Animal diseases

The basis for recognition of the animal disease status of a Party or a region thereof shall be the Terrestrial Animal Health Code of the OIE. The basis for regionalisation decisions for an animal disease shall be the Terrestrial Animal Health Code of the OIE.

2. Aquaculture diseases

The basis for regionalisation decisions for aquaculture diseases shall be the Aquatic Animal Health Code of the OIE.

B. Pests

The criteria for the establishment of pest-free areas for certain pests shall comply with the provisions of the FAO International Standard for Phytosanitary Measures No 4 on Requirements for the establishment of pest-free areas and the definitions of the relevant ISPMs.

C. Criteria for the recognition of the special status for animal diseases of the territory or a region of a Party

1. Where the importing Party considers that its territory or part of its territory is free from an animal disease other than those listed in Annex III-A, it shall present to the exporting Party appropriate supporting documentation, setting out in particular the following criteria:

- the nature of the disease and the history of its occurrence in its territory;
- the results of surveillance testing based on serological, microbiological, pathological or epidemiological investigation and on the fact that the disease must by law be notified to the competent authorities;
- the period over which the surveillance was carried out;
- where applicable, the period during which vaccination against the disease has been prohibited and the geographical area concerned by the prohibition;
- the arrangements for verifying the absence of the disease.

2. The additional guarantees, general or specific, which may be required by the importing Party must not exceed those, which the importing Party implements nationally.

3. The Parties shall notify each other of any change in the criteria specified in paragraph 1 which relate to the disease. The additional guarantees defined in accordance with paragraph 2 may, in the light of such notification, be amended or withdrawn by the SPS Sub-Committee referred to in Article 71 of this Agreement.

ANNEX V

ANNEX V to Chapter 4 PROVISIONAL APPROVAL OF ESTABLISHMENTS

Conditions and provisions for provisional approval of establishments

1. Provisional approval of establishments means that the importing Party, for the purpose of import, approves provisionally the establishments in the exporting Party on the basis of the appropriate guarantees provided by that Party without prior inspection by the importing Party of the individual establishments in accordance with the provisions of paragraph 4. With the same procedure and under the same conditions, the Parties shall modify or complete the lists provided for in paragraph 2 to take account of new applications and guarantees received. Only as regards the initial list of establishments verification may be part of the procedure in accordance with the provisions of paragraph 4(d).

2.1. The provisional approval shall initially be applied to the following categories of establishments

2.1.1. Establishments for products of animal origin for human consumption:

- Slaughterhouses for fresh meat of domestic ungulates, poultry, lagomorphs and farm game (Annex II-A, Part 1)
- Game handling establishments
- Cutting plants
- Establishments for minced meat, meat preparation, mechanically separated meat and meat products
- Purification centres and dispatching centres for live bivalve molluscs

Establishments for:

- eggs products
- dairy products
- fishery products
- treated stomachs, bladders and intestines
- gelatin and collagen
- fish oil

- factory vessels
- freezer vessels

2.1.2 Approved or registered establishments producing animal by products and main categories of animal by-products not for human consumption

Type of approved or registered establishments and plants	Product
Slaughterhouses	Animal by-products to be fed to fur animals
	Animal by-products for the manufacture of petfood
	Blood and blood products from equidae to be used outside the feed chain
	Fresh or chilled hides and skins of ungulates
	Animal by-products for the manufacture of derived products for uses outside the feed chain
Dairy plants	Milk, milk-based products and milk-derived products
	Colostrum and colostrum products
Other facilities for the collection or handling of animal by-products (i.e. unprocessed/ untreated materials)	Blood and blood products from equidae to be used outside the feed chain
	Untreated blood products, excluding of equidae, for derived products for purposes outside the feed chain for farmed animals
	Treated blood products, excluding of equidae, for the manufacture of derived products for purposes outside the feed chain for farmed animals
	Fresh or chilled hides and skins of ungulates
	Pig bristles from third countries or regions thereof that are free from African swine fever
	Bones and bone products (excluding bone meal), horns and horn products (excluding horn meal) and hooves and hoof products (excluding hoof meal) for uses other than as feed material, organic fertiliser or soil improvers
	Horns and horn products, excluding horn meal, and hooves and hoof products, excluding hoof meal, for the production of organic fertilisers or soil improvers
	Gelatine not intended for human consumption to be used by the photographic industry
	Wool and hair
Processing plants	Processed animal protein, including mixtures and products other than petfood containing such protein
	Blood products that could be used as feed material
	Treated hides and skins of ungulates
	Treated hides and skins of ruminants and of equidae (21 days)
	Pig bristles from third countries or regions thereof that are not free of African swine fever
	Fish oil to be used as feed material or for purposes outside the feed chain
	Rendered fats to be used as feed materials
	Rendered fats for certain purposes outside the feed chain for farmed animals

	Gelatine or Collagen to be used as feed material or for purposes outside the feed chain
	Hydrolysed protein, Dicalcium phosphate or Tricalcium phosphate to be used as feed material or for purposes outside the feed chain
	Apiculture by-products intended exclusively for use in apiculture
	Fat derivatives to be used outside the feed chain
	Fat derivatives to be used as feed or outside the feed chain
	Egg products that could be used as feed material
Petfood plants (including plants manufacturing dogchews and flavouring innards)	Canned petfood
	Processed petfood other than canned petfood
	Dogchews
	Raw petfood for direct sale
	Flavoring innards for use in the manufacture of petfood
Game trophies plants	Treated game trophies and other preparations of birds and ungulates, being solely bones, horns, hooves, claws, antlers, teeth, hides or skins
	Game trophies or other preparations of birds and ungulates consisting of entire parts not having been treated
Plants or establishments manufacturing intermediate products	Intermediate products
Fertiliser and soil improvers	Processed animal protein including mixtures and products other than petfood containing such protein
	Processed manure, derived products from processed manure and guano from bats
Storage of derived products	All derived products

3. The importing Party shall draw up lists of provisionally approved establishments as referred in 2.1.1 and shall make these lists publicly available.

4. Conditions and procedures for provisional approval:

- (a) If import of the animal product concerned from the exporting Party has been authorised by the importing Party and the relevant import conditions and certification requirements for the products concerned have been established;
- (b) If the competent authority of the exporting Party has provided the importing Party with satisfactory guarantees that the establishments appearing on its list or lists meet the relevant health requirements of the importing Party and has officially approved the establishments appearing on the lists for exportation to the importing Party;
- (c) The competent authority of the exporting Party must have a real power to suspend the activities for exportation to the importing Party from an establishment for which that authority has provided guarantees, in the event of non-compliance with the said guarantees
- (d) Verification in accordance with the provisions of Article 68 of the Agreement by the importing Party may be part of the provisional approval procedure. This verification

concerns the structure and organization of the competent authority responsible for the approval of the establishment as well as the powers available to that competent authority and the guarantees that it can provide in regard to the implementation of importing Party's rules. These checks may include on the spot inspection of a certain representative number of establishments appearing on the list or lists provided by the exporting Party.

- (e) Based on the results of the verification provided for in subparagraph (d), the importing Party may amend the existing list of establishments.
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ANNEX VI

ANNEX VI to Chapter 4 PROCESS OF DETERMINATION OF EQUIVALENCE

1. Principles

- (a) Equivalence can be determined for an individual measure or groups of measures or systems related to a certain commodity or categories of commodities or all of them;
- (b) The consideration of equivalence by the importing Party of a request by the exporting Party for recognition of its measures with regards to a specific commodity shall not be a reason to disrupt trade or suspend on-going imports from the exporting Party of the commodity in question;
- (c) Determination of equivalence of measures is an interactive process between the exporting Party and the importing Party. The process consists of an objective demonstration of equivalence of individual measures by the exporting Party and the objective assessment of this demonstration with a view to the possible recognition of equivalence by the importing Party;
- (d) The final recognition of equivalence of the relevant measures of the exporting Party rests solely with the importing Party.

2. Preconditions

- (a) The process depends on the health or pest status, the legislation and the effectiveness of the inspection and control system related to the commodity in the exporting Party. To this end the legislation in the sector concerned shall be taken into account, as well as the structure of the competent authority of the exporting Party, the command chain, authority, operational procedures and resources, and the performance of the competent authorities as regards inspection and control systems, including the level of enforcement related to the commodity and the regularity and rapidity of information to the importing Party in case of identified hazards. This recognition may be supported by documentation, verification and earlier documented experience;
- (b) The Parties shall initiate the process of determination of equivalence based upon the priorities established by mutual agreement.
- (c) The exporting Party shall only initiate the process when no safeguard measures imposed by the importing Party apply to the exporting Party as regards the commodity.

3. The process

- (a) The exporting Party initiates the process by submitting to the importing Party a request for recognition of equivalence of an individual measure or groups of measures or systems for a commodity or a category of commodities in a sector or sub-sector or all of them;

- (b) When appropriate, this request includes also the request and required documentation for approval by the importing Party on the basis of equivalence of any program or plan of the exporting Party required by the importing Party as a condition for allowing import of that commodity or categories of commodities;
- (c) With this request, the exporting Party:
 - (i) explains the importance for trade of that commodity or categories of commodities;
 - (ii) identifies the individual measure(s) with which it can comply with out of the total of the measures expressed in the import conditions of the importing Party applicable to that commodity or categories of commodities;
 - (iii) identifies the individual measure(s) for which it seeks equivalence out of the total of the measures expressed in the import conditions of the importing Party, applicable to that commodity or categories of commodities;
- (d) In reply to this request, the importing Party explains the overall and individual objective and the rationale behind its measure(s), including the identification of the risk;
- (e) With this explanation, the importing Party informs the exporting Party on the relationship of the domestic measures and the import conditions for that commodity or categories of commodities;
- (f) The exporting Party objectively demonstrates to the importing Party that the measures that it has identified are equivalent to the import conditions for that commodity or categories of commodities;
- (g) The importing Party objectively assesses the demonstration of equivalence by the exporting Party;
- (h) The importing Party concludes whether equivalence is achieved or not;
- (i) The importing Party provides to the exporting Party full explanation and supporting data for its determination and decision if so required by the exporting Party;

4. Demonstration of equivalence of measures by the exporting Party and assessment of this demonstration by the importing Party

- (a) The exporting Party shall objectively demonstrate equivalence for each of the identified measures of the importing Party expressed in its import conditions. When appropriate, equivalence shall objectively be demonstrated for any plan or program required by the importing Party as a condition to allow import (e.g. residue plan, etc);
- (b) Objective demonstration and assessment in this context should be based, as far as possible, on:

- = internationally recognised standards; and/or standards based on proper scientific evidence; and/or
- risk assessment; and/or
- objective earlier documented experience; and
- legal status or level of administrative status of the measures; and
- level of implementation and enforcement on the basis of in particular:
 - corresponding results of surveillance and monitoring programmes;
 - inspection results by the exporting Party;
 - results of analysis with recognised analysis methods;
 - verification and import check results by the importing Party;
 - the performance of the competent authorities of the exporting Party; and
 - earlier experiences.

5. Judgment by the importing Party

In case the importing Party arrives at a negative conclusion, it shall provide the exporting Party with a detailed and reasoned explanation.

6. For plants and plant products, equivalence concerning phytosanitary measures, shall be based on relevant ISPMs.

ANNEX VII

ANNEX VII to Chapter 4 GUIDELINES FOR CONDUCTING VERIFICATIONS

Verifications may be carried out on the basis of or audits and/or on the spot checks.

For the purposes of this Annex:

- (a) the "auditee" is the Party subject to the verification;
- (b) the "auditor" is the Party that carries out the verification

1. General principles of verification

1.1. Verifications should be carried out in cooperation between the auditor and the auditee in accordance with the provisions set out in this Annex.

1.2. Verifications should be designed to check the effectiveness of the controls of the auditee rather than to reject individual animals, groups of animals, consignments of food establishments or individual lots of plants or plant products. Where verification reveals a serious risk to animal, plant or human health, the auditee shall take immediate corrective action. The process may include study of the relevant regulations, method of implementation, assessment of the end result, level of compliance and subsequent corrective actions.

1.3. The frequency of verifications should be based on performance. A low level of performance should result in an increased frequency of verifications; unsatisfactory performance must be corrected by the auditee to the auditor's satisfaction.

1.4. Verifications, and the decisions based on them, shall be made in a transparent and consistent manner without undue delay and in no less favorable manner for imported products than for like domestic products.

2. Principles relating to the auditor

The auditors should prepare a plan, in accordance with recognized international standards where applicable, that covers the following points:

- 2.1. the subject, depth and scope of the verification;
- 2.2. the date and place of the verification, along with a timetable up to and including the issue of the final report;
- 2.3. the language or languages in which the verification will be conducted and the report written;
- 2.4. the identity of the auditors including, if a team approach is used, the leader thereof. Specialized professional skills may be required to carry out verification of specialized systems

and programmes;

2.5. a schedule of meetings with officials and visits to establishments or facilities, as appropriate. The identity of establishments or facilities to be visited need not be stated in advance;

2.6. subject to provisions on freedom of information, respect of commercial confidentiality shall be observed by the auditor. Conflicts of interest must be avoided;

2.7. respect of the rules governing occupational health and safety, and the rights of the operator. This plan should be reviewed in advance with representatives of the auditee.

3. Principles relating to the auditee

The following principles apply to actions taken by the auditee, in order to facilitate verification:

3.1. The auditee must cooperate fully with the auditor and should nominate personnel responsible for this task.

Cooperation may include, for example:

- access to all relevant regulations and standards;
- access to compliance programmes and appropriate records and documents;
- access to audit and inspection reports;
- documentation concerning corrective actions and sanctions;
- facilitating entry to establishments.

3.2. The auditee must operate a documented programme to demonstrate to the auditor that standards are being met on a consistent and uniform basis.

4. Procedures

4.1. Opening meeting

An opening meeting should be held between representatives of the Parties. At this meeting the auditor shall be responsible for reviewing the verification plan and confirming that adequate resources, documentation, and any other necessary facilities are available for conducting the verification.

4.2. Document review

The document review may consist of a review of the documents and records referred to in paragraph 3.1, the structures and powers of the auditee, and any relevant changes to inspection

and certification systems since the entry into force of this Agreement or since the previous verification, with emphasis on the implementation of elements of the system of inspection and certification for animals, animal products, plants or plant products of interest. This may include an examination of relevant inspection and certification records and documents.

4.3. On the spot checks

4.3.1. The decision to include this step should be based on a risk assessment, taking into account factors such as the animals, animal products, plants or plant products concerned, the history of conformity with requirements by the industry sector or exporting Party, the volume of product produced and imported or exported, changes in infrastructure and the national inspection and certification systems.

4.3.2. On the spot checks may involve visits to production and manufacturing facilities, food-handling or storage areas and control laboratories to check on compliance with the information contained in the documentary material referred to in paragraph 4.2.

4.4. Follow-up verification

Where a follow-up verification is being conducted in order to verify the correction of deficiencies, it may be sufficient to examine only those points which have been found to require correction.

5. Working documents

Forms for reporting audit findings and conclusions should be standardized as much as possible in order to make the approach to verification more uniform, transparent and efficient. The working documents may include any checklists of elements to evaluate. Such checklists may cover:

- legislation;
- structure and operations of inspection and certification services;
- establishment details and working procedures, health statistics, sampling plans and results;
- compliance action and procedures;
- reporting and complaint procedures; and
- training programmes.

6. Closing meeting

A closing meeting shall be held between representatives of the Parties, including, where appropriate, officials responsible for the national inspection and certification programs. At this

meeting the auditor shall present the findings of the verification. The information shall be presented in a clear, concise manner so that the conclusions of the audit are clearly understood. An action plan for correction of any deficiencies noted shall be drawn up by the auditee, preferably with target dates for completion.

7. Report

The draft report of verification shall be forwarded to the auditee within 25 working days. The auditee shall have 25 working days to comment on the draft report. Comments made by the auditee shall be attached to and, where appropriate included in the final report. However, where a significant public, animal or plant health risk has been identified during the verification, the auditee shall be informed as quickly as possible and in any case within 10 working days following the end of the verification.

ANNEX VIII

ANNEX VIII to Chapter 4 IMPORT CHECKS AND INSPECTION FEES

A. Principles of import checks

Import checks consist of documentary checks, identity checks and physical checks

As regards animals and animal products, the physical checks and its frequency applied shall be based on the risk associated with such imports.

In carrying out the checks for plant health purposes, the importing Party shall ensure that the plants, plant products and other objects shall be meticulously inspected on an official basis, either in their entirety or by representative sample, in order to make sure, that they are not contaminated by pests.

In the event that the checks reveal non-conformity with the relevant standards and/or requirements, the importing Party shall take measures proportionate to the risk involved. Wherever possible, the importer or his representative shall be given access to the consignment and the opportunity to contribute any relevant information to assist the importing Party in taking a final decision concerning the consignment. Such decision shall be proportional to the risk.

B. Frequencies of physical checks

B.1. Import of animals and animal products into the United Kingdom and Ukraine

Type of frontier check	Frequency rate
1. Documentary checks	100 %
2. Identity checks	100 %
3. Physical checks	
Live animals	100 %
Category I products Fresh meat including offal, and products of the bovine, ovine, caprine, porcine and equine species defined in Council Directive 92/5/EEC of 10 February 1992 amending and updating Directive 77/99/EEC on health problems affecting intra-Community trade in meat products and amending Directive 64/433/EEC Fish products in hermetically sealed containers intended to render them stable at ambient temperatures, fresh and frozen fish and dry and/or salted fisheries products Whole eggs Lard and rendered fats Animal casings Hatching eggs	20 %
Category II products Poultry meat and poultry meat products Rabbit meat, game meat (wild/farmed) and products thereof Milk and milk products for human consumption Egg products	50 %

Type of frontier check	Frequency rate
<p>Processed animal protein for human consumption (100 % for the first six bulked consignments) Council Directive 92/118/EEC of 17 December 1992 laying down animal health and public health requirements governing trade in and imports into the Community of products not subject to the said requirements laid down in specific Community rules referred to in Annex A (I) to Directive 89/662/EEC and, as regards pathogens, to Directive 90/425/EEC)</p> <p>Other fisheries products than those mentioned under Commission Decision 2006/766/EEC establishing the lists of third countries and territories from which imports of bivalve molluscs, echinoderms, tunicates, marine gastropods and fishery products are permitted</p> <p>Bivalve molluscs</p> <p>Honey</p>	
<p>Category III products</p> <p>Semen</p> <p>Embryos</p> <p>Manure</p> <p>Milk and milk products (not for human consumption)</p> <p>Gelatin</p> <p>Frog's legs and snails</p> <p>Bones and bone products</p> <p>Hides and skins</p> <p>Bristles, wool, hair and feathers</p> <p>Horns, horn products, hooves and hoof products</p> <p>Apiculture products</p> <p>Game trophies</p> <p>Processed petfood</p> <p>Raw material for the manufacture of petfood</p> <p>Raw material, blood, blood products, glands and organs for pharmaceutical or technical use</p> <p>Hay and straw</p> <p>Pathogens</p> <p>Processed animal protein (packaged)</p>	<p>Minimum of 1 %</p> <p>Maximum of 10 %</p>
<p>Processed animal protein not for human consumption (bulk)</p>	<p>100 % for the first six consignments (points 10 and 11 of Chapter II of Annex VII to Regulation (EC) No 1774/2002 of the European Parliament and of the Council of 3 October 2002 laying down health rules concerning animal by-products not intended for human consumption)</p>

B.2. Import of non-animal food into the United Kingdom and Ukraine

<p>— Chilli (<i>Capsicum annum</i>), crushed or ground — ex 0904 20 90</p> <p>— Chilli products (curry) — 0910 91 05</p> <p>— <i>Curcuma longa</i> (turmeric) — 0910 30 00</p> <p>(Food — dried spices)</p> <p>— Red palm oil — ex 1511 10 90</p>	<p>100% for Sudan dyes from Ghana and 10 % for Sudan dyes from all other third countries</p>
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B.3. Import into the United Kingdom and Ukraine of plants, plant products and other objects

For plants, plant products and other objects listed in Annex V, Part B to Directive 2000/29/EC.

The importing Party may carry out checks in order to verify the phytosanitary status of the consignment(s).

A reduced frequency of plant health import checks could be set up for regulated commodities with the exception of plants intended for planting.

ANNEX IX

ANNEX IX to Chapter 4 CERTIFICATION

A. Principles of certification

Plants and plant products and other objects:

In respect of certification of plants and plant products and other objects, the competent authorities shall apply the principles laid down in the relevant ISPMs

Animals and animal products:

1. The competent authorities of the Parties shall ensure that certifying officers have a satisfactory knowledge of the veterinary legislation of the importing Party as regards the animals or animal products to be certified and, in general, are informed as to the rules to be followed for drawing up and issuing the certificates and - if necessary - as to the nature and extent of the enquiries, tests or examinations which should be carried out before certification.

2. Certifying officers must not certify data of which they have no personal knowledge or which cannot be ascertained by them.

3. Certifying officers must not sign blank or incomplete certificates, or certificates relating to animals or animal products, which they have not inspected or which have passed out of their control. Where a certificate is signed on the basis of another certificate or attestation, the certifying officer shall be in possession of that document before signing.

4. A certifying officer may certify data which have been:

(a) ascertained on the basis of paragraphs 1 to 3 by another person so authorized by the competent authority and acting under the control of that authority, provided that certifying authority can verify the accuracy of the data; or

(b) obtained, within the context of monitoring programmes, by reference to officially recognized quality assurance schemes or by means of an epidemiological surveillance system where this is authorized under veterinary legislation.

5. The competent authorities of the Parties shall take all necessary steps to ensure the integrity of certification. In particular they shall ensure that certifying officers designated by them:

(a) have a status which ensures their impartiality and have no direct commercial interest in the animals or products being certified or in the holdings or establishments in which they originate; and

(b) are fully aware of the significance of the contents of each certificate which they sign.

6. Certificates shall be drawn up as to ensure a link between the certificate and the consignment, at least in a language understood by the certifying officer and as set out in part C of this Annex.

7. Each competent authority shall be in a position to link certificates with the relevant certifying officer and ensure that a copy of all certificates issued is available for a period to be determined by it.

8. Each Party shall introduce such checks and have such control measures taken as are necessary to prevent the issuing of false or misleading certification and the fraudulent production or use of certificates purported to be issued for the purposes of veterinary legislation.

9. Without prejudice to any legal proceedings or penalties, the competent authorities shall carry out investigations or checks and take appropriate measures to penalize any instances of false or misleading certification, which are brought to their attention. Such measures may include the temporary suspension of the certifying officers from their duties until the investigation is over. In particular:

(a) if it is found in the course of the checks that a certifying officer has knowingly issued a fraudulent certificate, the competent authority shall take all necessary steps to ensure, as far as is possible, that the person concerned cannot repeat the offence;

(b) if it is found in the course of the checks that an individual or an undertaking has made fraudulent use of or has altered an official certificate, the competent authority shall take all necessary measures to ensure, as far as possible, that the individual or undertaking cannot repeat the offence. Such measures may include a refusal subsequently to issue an official certificate to the person or undertaking concerned.

B. Certificate referred to in Article 66(2)(a) of this Agreement.

The health attestation in the certificate reflects the status of equivalence of the commodity concerned. The health attestation states compliance with the production standards of the exporting Party recognized equivalent by the importing Party.

C. Official languages for certification

1. Import into the United Kingdom

For plants, plant products and other objects phytosanitary certificates must be issued in accordance with ISPM No. 12 and drawn up in English.

For animals and animal products:

The health certificate must be drawn up in Ukrainian and English.

2. Import into Ukraine

For plants, plant products and other objects phytosanitary certificates must be issued in accordance with ISPM No. 12 and drawn up in English.

For animals and animal products:

The health certificate must be drawn up in Ukrainian and in English.

ANNEX X

ANNEX X to Chapter 4 OUTSTANDING ISSUES

The Parties shall consider any outstanding issues in the framework of the SPS Sub-Committee referred to in Article 71 of this Agreement.

ANNEX XI

ANNEX XI to Chapter 4 COMPARTMENTALISATION

The Parties commit to engage in further discussions with a view to implementing the principle of compartmentalization.

ANNEX XII

ANNEX XII to Chapter 6 LIST OF RESERVATIONS ON ESTABLISHMENT; LIST OF COMMITMENTS ON CROSS-BORDER SUPPLY OF SERVICES; LIST OF RESERVATIONS ON CONTRACTUAL SERVICES SUPPLIERS AND INDEPENDENT PROFESSIONALS

United Kingdom

1. Reservations in conformity with Article 84(2) (Establishment): Annex XII-A
2. List of commitments in conformity with Article 91(1) (Cross-Border Supply): Annex XII-B
3. Reservations in conformity with Articles 97 (Contractual services suppliers) and 98 (Independent Professionals): Annex XII-C

Ukraine

4. Reservations in conformity with Article 84(1) (Establishment) Annex XII-D;
5. List of commitments in conformity with Article 91(1) (Cross-Border Supply): Annex XII-E
6. Reservations in conformity with Articles 97 (Contractual services suppliers) and 98 (Independent Professionals): Annex XII-F
7. The following abbreviations are used for the purpose of Annexes XII-A, XII-B, XII-C:

UK United Kingdom

8. The following abbreviation is used for the purpose of Annexes XII-D, XII-E, XII-F:

UA Ukraine

ANNEX XII-A

ANNEX XII-A to Chapter 6 UNITED KINGDOM RESERVATIONS ON ESTABLISHMENT (Referred to in Article 84(2))

1. The list below indicates the economic activities where reservations to national treatment or most favourable treatment by the United Kingdom pursuant to Article 84(2) apply to establishments and investors of Ukraine.

The list is composed of the following elements:

- (a) A list of horizontal reservations applying to all sectors or sub-sectors.
- (b) A list of sector or sub-sector-specific reservations indicating the sector or sub-sector concerned alongside the applicable reservation(s).

A reservation corresponding to an activity which is not liberalised (Unbound) is expressed as follows: "No national treatment and most favoured nation treatment obligations".

2. In accordance with Article 81(3) of the Agreement, the list below does not include measures concerning subsidies granted by the Parties.

3. The rights and obligations arising from the list below shall have no self-executing effect and thus confer no rights directly on natural or legal persons.

Horizontal reservations

Most-Favoured Nation

The United Kingdom reserves the right to adopt or maintain any measure which accords differential treatment to a country pursuant to any existing or future bilateral or multilateral agreement which:

- a) creates an internal market in services and investment;
- b) grants the right of establishment; or
- c) requires the approximation of legislation in one or more economic sectors.

An internal market on services and establishment means an area without internal frontiers in which the free movement of services, capital and persons is ensured.

The right of establishment means an obligation to abolish in substance all barriers to establishment among the parties to the regional economic integration agreement by the entry into force of that agreement. The right of establishment shall include the right of nationals of the parties to the regional economic integration agreement to set up and operate enterprises under the same conditions provided for nationals under the law of the country where such establishment takes place.

The approximation of legislation means:

- (a) the alignment of the legislation of one or more of the parties to the regional economic

integration agreement with the legislation of the other party or parties to that agreement; or
(b) the incorporation of common legislation into the law of the parties to the regional economic integration agreement.

Such alignment or incorporation shall take place, and shall be deemed to have taken place, only at such time that it has been enacted in the law of the party or parties to the regional economic integration agreement.

Public utilities

Economic activities considered as public utilities at a national or local level may be subject to public monopolies or to exclusive rights granted to private operators.

Investment and types of establishment

Treatment accorded to subsidiaries (of Ukraine companies) formed in accordance with the law of the United Kingdom and having their registered office, central administration or principal place of business within the United Kingdom is not extended to branches or agencies established in the United Kingdom by a Ukraine company.

Incorporation in the United Kingdom is required for establishment in some services sectors.¹

Sectoral reservations

Fishing and Aquaculture

Access to and use of the biological resources and fishing grounds situated in the maritime waters coming under the sovereignty or within the jurisdiction of the United Kingdom may be restricted to fishing vessels flying the flag of the United Kingdom unless otherwise provided for.

Mining and quarrying

No national treatment and most favourable treatment obligations with respect to juridical persons of Ukraine controlled² by natural or juridical persons of a country which accounts for more than 5% of the United Kingdom's oil or natural gas imports, unless the United Kingdom provides comprehensive access to this sector to natural or juridical persons of this country, in the context of an economic integration agreement concluded with that country.

Manufacturing

¹ For the sake of clarity, incorporation is to be understood as the establishment of a juridical person.

² A juridical person is controlled by other natural or juridical person(s) if the latter has/have the power to name a majority of its directors or otherwise legally direct its actions. In particular, ownership of more than 50% of the equity interest in a juridical person shall be deemed to constitute control.

Manufacture of refined petroleum products³

No national treatment and most favourable treatment obligations with respect to juridical persons of Ukraine controlled⁴ by natural or juridical persons of a country which accounts for more than 5% of the United Kingdom's oil or natural gas imports, unless the United Kingdom provides comprehensive access to this sector to natural or juridical persons of this country, in the context of an economic integration agreement concluded with that country.

Production, Transmission and distribution on own account of electricity, gas, steam and hot water⁵ (excluding nuclear based electricity generation)

Production of electricity; transmission and distribution of electricity on own account

Manufacture of gas; distribution of gaseous fuels through mains on own account

No national treatment and most favoured nation obligations for production of electricity, transmission and distribution of electricity on own account and manufacture of gas, distribution of gaseous fuels.

For production, transmission and distribution of steam and hot water

No national treatment and most favoured national obligations for juridical persons controlled⁶ by natural or juridical persons of a country which accounts for more than 5% of the United Kingdom's oil, electricity or natural gas imports. Unbound for direct branching (incorporation is required).

Business services

Professional services

No national treatment and most favourable treatment obligations with respect to the supply of legal advisory and legal authorisation, documentation, and certification services provided by legal professionals entrusted with public functions, such as notaries, and with respect to services provided by bailiffs. .⁷

³ The horizontal limitation on public utilities applies.

⁴ A juridical person is controlled by other natural or juridical person(s) if the latter has/have the power to name a majority of its directors or otherwise legally direct its actions. In particular, ownership of more than 50% of the equity interest in a juridical person shall be deemed to constitute control.

⁵ The horizontal limitation on public utilities applies.

⁶ A juridical person is controlled by other natural or juridical person(s) if the latter has/have the power to name a majority of its directors or otherwise legally direct its actions. In particular, ownership of more than 50% of the equity interest in a juridical person shall be deemed to constitute control.

⁷ Provision of legal services is only authorised in respect of public international law, and the law of any jurisdiction where the investor or its personnel is qualified to practise as a lawyer, and, like the provision of other services, is subject to licensing requirements and procedures applicable in the relevant jurisdiction of the United Kingdom. For lawyers providing legal services in respect of public international law and foreign law, these licensing requirements and procedures may take, *inter alia*, the form of compliance with local codes of ethics, use of home title (unless recognition with a United Kingdom title has been obtained) insurance requirements, simple registration with the United Kingdom regulator or a simplified admission to practise in the United Kingdom through an aptitude test and a legal or professional domicile in the United Kingdom. Legal services in respect of the law of the United Kingdom or the relevant jurisdiction shall in principle be carried out by or through a fully qualified lawyer admitted to practise in that jurisdiction and acting

Research and Development services

For publicly funded Research and Development services, exclusive rights and/or authorisations can only be granted to the United Kingdom nationals and to the United Kingdom juridical persons having their headquarters in the United Kingdom.

Rental/Leasing without Operators

With respect to rental and leasing relating to aircraft, although waivers can be granted for short-term lease contracts, aircraft must be owned either by natural persons meeting specific nationality criteria or by juridical persons meeting specific criteria regarding ownership of capital and control (including nationality of directors).

Other business services

No national treatment and most favoured nation treatment obligations with respect to the supply of placement services of domestic help personnel, other commercial or industrial workers, nursing, and other personnel.

Communication services

Telecommunication services

No national treatment and most favoured nation treatment with respect to broadcast transmission services. Broadcasting is defined as the uninterrupted chain of transmission required for the distribution of TV and radio programme signals to the general public, but does not cover contribution links between operators.

Distribution services

No national treatment and most favourable nation treatment obligations with respect to distribution of arms, munitions and explosives.

Environmental services

Collection, purification and distribution of water

No national treatment and most favoured nation treatment obligations with respect to activities, including services relating to the collection, purification and distribution of water to household, industrial, commercial or other users, including the supply of drinking water, and water management.

Financial services⁸

personally. Full admission to practise in the relevant jurisdiction of the United Kingdom might therefore be necessary for representation before courts and other competent authorities in the United Kingdom since it involves practise of national procedural law.

⁸ The horizontal limitation on the difference in treatment between branches and subsidiaries applies. Foreign branches

Only firms having their registered office in the United Kingdom can act as depositories of the assets of investment funds. The establishment of a specialised management company, having its head office and registered office in the United Kingdom, is required to perform the activities of management of unit trusts and investment companies.

Health, Social and Education services

No national treatment and most favourable nation treatment obligations with respect to publicly-funded health, social and education services.

With respect to privately-funded education services, nationality conditions may apply for majority of members of the Board.

No national treatment and most favoured nation treatment obligations with respect to the provision of privately-funded other education services, which means other than those classified as being primary, secondary, higher and adult education services.

No national treatment and most favoured nation treatment obligations with respect to all privately-funded health services, other than privately funded hospital, ambulance, and residential health facilities services other than hospital services

No national treatment and most favoured nation treatment obligations with respect to the provision of privately-funded ambulance services or privately-funded residential health services other than hospital services.

No national treatment and most favoured nation treatment obligations with respect to the provision of privately-funded social services other than services relating to Convalescent and Rest Houses and Old People's Homes.

Recreational, cultural and sporting services

Libraries, archives, museum and other cultural services

No national treatment and most favoured nation treatment with respect to libraries, archives, museum and other cultural services.

Sporting and other recreational services

No national treatment and most favourable nation treatment obligations with respect to gambling and betting services. For legal certainty, it is clarified that no market access is granted.

Transport services

may only receive an authorisation to operate in the territory of the United Kingdom under the conditions provided for in the relevant legislation of the United Kingdom and may therefore be required to satisfy a number of specific prudential requirements.

Maritime transport

No national treatment and most favourable nation treatment obligations with respect to national maritime cabotage transport.

No national treatment and most favourable treatment obligations for the establishment of a registered company for the purpose of operating a fleet under the national flag of the United Kingdom.

Internal Waterways Transport⁹

No national treatment and most favourable nation treatment obligations with respect to national cabotage transport. Measures based upon existing or future agreements on access to inland waterways reserve some traffic rights for operators based in the countries concerned and meeting nationality criteria regarding ownership.

Air transport services

No national treatment and most favourable nation treatment obligations for domestic and international air transport services, whether scheduled or non-scheduled, and services directly related to the exercise of traffic rights, other than aircraft repair and maintenance services, the selling and marketing of air transport services, CRS services and other services auxiliary to air transport services, such as ground handling services, rental services of aircraft with crew and airport operations services. The conditions of mutual market access in air transport shall be dealt with by the Agreement between the Government of Ukraine and the Government of the United Kingdom of Great Britain and Northern Ireland concerning Air Services as amended from time to time.

No national treatment and most favoured nation treatment obligations with respect to the following auxiliary air transport services:

- (a) the selling and marketing of air transport services;
 - (b) CRS services; and
 - (c) other services auxiliary to air transport, such as ground-handling services and airport operation services,
- where treatment is pursuant to existing or future bilateral agreements relating to such services.

No national treatment and most favoured nation treatment obligations for maintenance and repair of aircrafts and parts, where treatment is pursuant to existing or future trade agreements pursuant to Article V of GATS.

Rental of aircraft with crew

Aircraft used by an air carrier of the United Kingdom have to be registered in the United Kingdom. With respect to rental of aircraft with crew, aircraft must be owned either by natural

⁹ Including Services auxiliary to internal waterways transport.

persons meeting specific nationality criteria or by juridical persons meeting specific criteria regarding ownership of capital and control. Aircraft must be operated by air carriers owned either by natural persons meeting specific nationality criteria or by juridical persons meeting specific criteria regarding ownership of capital and control.

Computer Reservations System'

With respect to computer reservation services, where air carriers of the United Kingdom are not accorded equivalent treatment¹⁰ to that provided in the United Kingdom by CRS services suppliers outside the United Kingdom, or where CRS services suppliers of the United Kingdom are not accorded equivalent treatment to that provided in the United Kingdom by non-UK air carriers, measures may be taken to accord equivalent treatment, respectively, to the non-UK air carriers by the CRS services suppliers in the United Kingdom, or to the non-UK CRS services suppliers by the air carriers in the United Kingdom.

Road transport

With respect to passenger transportation (CPC 7121 and CPC 7122), foreign investors cannot provide transport services within the United Kingdom (cabotage) except for rental of non-scheduled services of buses with operators.

Space transport and rental of space craft

No national treatment and most favoured nation' treatment with respect to the transportation services via space and the rental of space craft.

Energy sector

No national treatment and most favourable treatment obligations with respect to juridical persons of Ukraine controlled¹¹ by natural or juridical persons of a country which accounts for more than 5% of the United Kingdom's oil or natural gas imports, unless the United Kingdom provides comprehensive access to this sector to natural or juridical persons of this country, in the context of an economic integration agreement concluded with that country.

Certification of a transmission system operator which is controlled by a natural or legal person or persons from a third country or third countries may be refused where the operator has not demonstrated that granting certification will not put at risk the security of energy supply in the United Kingdom, in accordance with Article 11 of Directive 2009/72/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity, and with Article 11 of Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas.

¹⁰ Equivalent treatment implies non-discriminatory treatment of the United Kingdom air carriers and the United Kingdom CRS services suppliers.

¹¹ A juridical person is controlled by other natural or juridical person(s) if the latter has/have the power to name a majority of its directors or otherwise legally direct its actions. In particular, ownership of more than 50% of the equity interest in a juridical person shall be deemed to constitute control.

ANNEX XII-B

ANNEX XII-B to Chapter 6 LIST OF COMMITMENTS ON CROSS-BORDER SERVICES (Referred to in Article 91)

United Kingdom

1. The list of commitments below indicates the services sectors liberalised by the United Kingdom pursuant to Article 91 and, by means of reservations, the market access and national treatment limitations that apply to services and service suppliers of Ukraine in those sectors. The lists are composed of the following elements:

- (a) A first column indicating the sector or sub-sector in which the commitment is assumed by the Party, and the scope of liberalisation to which the reservations apply.
- (b) A second column describing the applicable reservations.

Sectors or sub-sectors not mentioned in the list below are not committed.

2. In identifying individual sectors and sub-sectors:

- (a) CPC means the Central Products Classification as set out in Statistical Office of the United Nations, Statistical Papers, Series M, N° 77, CPC prov, 1991.
- (b) CPC ver. 1.0 means the Central Products Classification as set out in Statistical Office of the United Nations, Statistical Papers, Series M, N° 77, CPC ver 1.0, 1998.

3. The list below does not include measures relating to qualification requirements and procedures, technical standards and licensing requirements and procedures when they do not constitute a market access or a national treatment limitation within the meaning of Articles 89 and 90 of the Agreement. Those measures (e.g. need to obtain a license, universal service obligations, need to obtain recognition of qualifications in regulated sectors, need to pass specific examinations, including language examinations, non-discriminatory requirement that certain activities may not be carried out in environmental protected zones or areas of particular historic and artistic interest), even if not listed, apply in any case to investors of the other Party.

4. The list below is without prejudice to the feasibility of Mode 1 in certain services sectors and sub-sectors and without prejudice to the existence of public monopolies and exclusive rights as described in the list of commitments on establishment.

5. In accordance with Article 81(3) of the Agreement, the list below does not include measures concerning subsidies granted by the Parties.

6. The rights and obligations arising from this list of commitments shall have no self-executing effect and thus confer no rights directly to individual natural persons or juridical persons.

Sector or sub-sector	Description of reservations
1. BUSINESS SERVICES	
A. Professional Services	
a) Legal Services (CPC 861) ¹² excluding legal advisory and legal authorisation, documentation, and certification services provided by legal professionals entrusted with public functions, such as notaries	For Modes 1 and 2: None
b) 1. Accounting and Bookkeeping Services (CPC 86212 other than "auditing services", CPC 86213, CPC 86219 and CPC 86220)	For Modes 1 and 2: None
b) 2. Auditing services (CPC 86211 and 86212 other than accounting services)	For Mode 1: Unbound For Mode 2: None
c) Taxation Advisory Services (CPC 863) ¹³	For Modes 1 and 2: None
d) Architectural services and e) Urban planning and landscape architectural services (CPC 8671 and CPC 8674)	For Modes 1 and 2: None
f) Engineering services; and g) Integrated engineering services (CPC 8672 and CPC 8673)	For Modes 1 and 2: None
h) Medical (including Psychologists), and Dental services (CPC 9312 and part of CPC 85201)	For Mode 1: Unbound For Mode 2: None
i) Veterinary services (CPC 932)	For Mode 1: Unbound except for veterinary laboratory and technical services supplied to veterinary surgeons, general advice, guidance and information e.g.: nutritional, behaviour and pet care. For Mode 2: None
j) 1. Midwives services (part of CPC 93191)	For Mode 1: Unbound

¹² Includes legal advisory, legal representational, legal arbitration and conciliation/mediation, and legal documentation and certification services. Provision of legal services is only authorised in respect of public international law, and the law of any jurisdiction where the investor or its personnel is qualified to practise as a lawyer, and, like the provision of other services, is subject to licensing requirements and procedures applicable in the relevant jurisdiction of the United Kingdom. For lawyers providing legal services in respect of public international law and foreign law, these may take *inter alia* the form of compliance with local codes of ethics, use of home title (unless recognition with a United Kingdom title has been obtained) insurance requirements, simple registration with the United Kingdom regulator or a simplified admission to practise in the United Kingdom through an aptitude test and a legal or professional domicile in the United Kingdom. Legal services in respect of the law of the United Kingdom or the relevant jurisdiction shall in principle be carried out by or through a fully qualified lawyer admitted to practise in that jurisdiction and acting personally. Full admission to practise in the relevant jurisdiction of the United Kingdom might therefore be necessary for representation before courts and other competent authorities in the United Kingdom since it involves practise of national procedural law.

¹³ Does not include legal advisory and legal representational services on tax matters, which are to be found under 1.A.a). Legal services.

Sector or sub-sector	Description of reservations
j) 2. Services provided by Nurses, Physiotherapists and Paramedical Personnel (part of CPC 93191)	For Mode 2: None
k) Retail sales of pharmaceuticals and retail sales of medical and orthopaedical goods (CPC 63211) and other services supplied by pharmacists ¹⁴	For Mode 1: Unbound For Mode 2: None
B. Computer and Related Services (CPC 84)	For Modes 1 and 2: None
C. Research and Development Services	
a) R&D services on Social Sciences and Humanities (CPC 852 excluding psychologists services) ¹⁵ b) R&D services on natural sciences (CPC 851) and c) Interdisciplinary R&D services (CPC 853)	For Modes 1 and 2: For publicly funded R&D services, exclusive rights and/or authorisations can only be granted to nationals of the United Kingdom and to juridical persons of the United Kingdom having their headquarters in the United Kingdom.
D. Real Estate Services ¹⁶	
a) Involving Own or Leased Property (CPC 821)	For Modes 1 and 2: None
b) On a Fee or Contract Basis (CPC 822)	For Modes 1 and 2: None
E. Rental/Leasing Services without Operators	
a) Relating to Ships (CPC 83103)	For Modes 1 and 2: None
b) Relating to Aircraft (CPC 83104)	For Mode 1: None For Mode 2: Aircraft used by an air carrier of the United Kingdom have to be registered in the United Kingdom. Waivers can be granted for short-term lease contracts or under exceptional circumstances.
c) Relating to Other Transport Equipment (CPC 83101, CPC 83102 and CPC 83105)	For Modes 1 and 2: None
d) Relating to Other Machinery and Equipment (CPC 83106, CPC 83107, CPC 83108 and CPC 83109)	For Modes 1 and 2: None
e) Telecommunications equipment rental (CPC 7541)	For Modes 1 and 2: None
F. Other Business Services	
a) Advertising (CPC 871)	For Modes 1 and 2: None
b) Market Research and Opinion Polling (CPC 864)	For Modes 1 and 2: None
c) Management Consulting Services (CPC 865)	For Modes 1 and 2: None
d) Services Related to Management Consulting (CPC 866)	For Modes 1 and 2: None
e) Technical Testing and Analysis Services	For Modes 1 and 2:

¹⁴ The supply of pharmaceuticals to the general public, like the provision of other services, is subject to licensing and qualification requirements and procedures applicable in the United Kingdom.

¹⁵ Part of CPC 85201, which is to be found under 1.A.h. Medical and dental services.

¹⁶ The service involved relates to the profession of real estate agent and does not affect any rights and/or restrictions on natural and juridical persons purchasing real estate.

Sector or sub-sector	Description of reservations
(CPC 8676)	None
f) Advisory and Consulting services incidental to Agriculture, Hunting and Forestry (part of CPC 881)	For Modes 1 and 2: None
g) Advisory and Consulting Services Relating to Fishing (part of CPC 882)	For Modes 1 and 2: None
h) Advisory and Consulting Services incidental to Manufacturing (part of CPC 884 and part of CPC 885)	For Modes 1 and 2: None
i) Placement and Supply Services of Personnel	
i) 1. Executive search (CPC 87201)	For Modes 1 and 2: None
i) 2. Placement Services (CPC 87202)	For Mode 1: Unbound For Mode 2: None
i) 3. Supply Services of office support personnel (CPC 87203)	For Modes 1 and 2: None
j) 2. Security Services (CPC 87302, CPC 87303, CPC 87304 and CPC 87305)	For Modes 1 and 2: None
k) Related Scientific and Technical Consulting Services (CPC 8675)	For Mode 1: Unbound for exploration services For Mode 2: None
l) 1. Maintenance and repair of vessels (part of CPC 8868)	For Mode 1: For maritime and internal waterways transport vessels: Unbound For Mode 2: None
l) 2. Maintenance and Repair of Rail Transport Equipment (part of CPC 8868)	For Mode 1: Unbound For Mode 2: None
l) 3. Maintenance and Repair of motor vehicles, motorcycles, snowmobiles and road transport Equipment (CPC 6112, CPC 6122, part of CPC 8867 and part of CPC 8868)	For Modes 1 and 2: None
l) 4. Maintenance and Repair of Aircraft and parts thereof (part of CPC 8868)	For Mode 1: Unbound For Mode 2: None
l) 5. Maintenance and Repair services of metal products, of (non-office) machinery, of (non-transport and non-office) equipment and of personal and household goods ¹⁷	For Modes 1 and 2: None

¹⁷ Maintenance and repair services of transport equipment (CPC 6112, 6122, 8867 and CPC 8868) are to be found under

Sector or sub-sector	Description of reservations
(CPC 633, CPC 7545, CPC 8861, CPC 8862, CPC 8864, CPC 8865 and CPC 8866)	
m) Building-Cleaning Services (CPC 874)	For Mode 1: Unbound For Mode 2: None
n) Photographic Services (CPC 875)	For Modes 1 and 2: None
o) Packaging Services (CPC 876)	For Modes 1 and 2: None
p) Printing and Publishing (CPC 88442)	For Modes 1 and 2: None
q) Convention Services (part of CPC 87909)	For Modes 1 and 2: None
r) Other	
r) 1. Translation and Interpretation Services (CPC 87905)	For Modes 1 and 2: None
r) 2. Interior design and other specialty design services (CPC 87907)	For Modes 1 and 2: None
r) 5. Duplicating services (CPC 87904) ¹⁸	For Mode 1: Unbound For Mode 2: None
r) 6. Telecommunications consulting services (CPC 7544)	For Modes 1 and 2: None
r) 7. Telephone answering services (CPC 87903)	For Modes 1 and 2: None
2. COMMUNICATION SERVICES	
A. Postal and Courier Services (Services relating to the handling ¹⁹ of postal items ²⁰ according to the following list of sub-sectors, whether for domestic or foreign destinations:	
(i) Handling of addressed written communications on any kind of physical medium ²¹ , including Hybrid mail service and Direct mail, (ii) Handling of addressed parcels and packages ²² , iii) Handling of addressed press products ²³ ,	For Modes 1 and 2: None ²⁹

1.F.1) 1 to 1.F.1) 4.

¹⁸ Does not include printing services, which fall under CPC 88442 and are to be found under 1.F.p).

¹⁹ The term "handling" should be taken to include clearance, sorting, transport and delivery.

²⁰ "Postal item" refers to items handled by any type of commercial operator, whether public or private.

²¹ E.g. letter, postcards.

²² Books, catalogues are included hereunder.

²³ Journals, newspapers, periodicals.

²⁹ For subsectors i) to iv), individual licences imposing particular universal services obligations and/or financial contribution to a compensation fund may be required.

Sector or sub-sector	Description of reservations
<p>(iv) Handling of items referred to in (i) to (iii) above as registered or insured mail,</p> <p>(v) Express delivery services²⁴ for items referred to in (i) to (iii) above,</p> <p>(vi) Handling of non-addressed items,</p> <p>(vii) Document exchange²⁵</p> <p>Sub-sectors (i), (iv) and (v) are however excluded when they fall into the scope of the services which may be reserved, which is: for items of correspondence the price of which is less than 2.5 times the public basic tariff, provided that they weigh less than 50 grams²⁶, plus the registered mail service used in the course of judicial or administrative procedures.)</p> <p>(part of CPC 751, part of CPC 71235²⁷ and part of CPC 73210²⁸)</p>	
<p>B. Telecommunications Services</p> <p>(These services do not cover the economic activity consisting of the provision of content which requires telecommunications services for its transport)</p>	
<p>a) All services consisting of the transmission and reception of signals by any electromagnetic means³⁰, excluding broadcasting³¹</p>	<p>For Modes 1 and 2: None</p>
<p>b) Satellite broadcast transmission services³²</p>	<p>For Modes 1 and 2: None except that service providers in this sector may be subject to obligations to safeguard general interest objectives related to the conveyance of content through their network in line with the United Kingdom regulatory framework for electronic communications</p>
<p>3. CONSTRUCTION AND RELATED ENGINEERING SERVICES</p>	
<p>Construction and related engineering services</p>	<p>For Modes 1 and 2:</p>

²⁴ Express delivery services may include, in addition to greater speed and reliability, value added elements such as collection from point of origin, personal delivery to addressee, tracing and tracking, possibility of changing the destination and addressee in transit, confirmation of receipt.

²⁵ Provision of means, including the supply of *ad hoc* premises as well as transportation by a third party, allowing self-delivery by mutual exchange of postal items between users subscribing to this service. Postal item refers to items handled by any type of commercial operator, whether public or private.

²⁶ "Items of correspondence": a communication in written form on any kind of physical medium to be conveyed and delivered at the address indicated by the sender on the item itself or on its wrapping. Books, catalogues, newspapers and periodicals are not regarded as items of correspondence.

²⁷ Transportation of mail on own account by any land Mode.

²⁸ Transportation of mail on own account by air.

³⁰ These services do not include on-line information and/or data processing (including transaction processing) (part of CPC 843) which is to be found under I.B. Computer and Related Services.

³¹ Broadcasting is defined as the uninterrupted chain of transmission required for the distribution of TV and radio programme signals to the general public, but does not cover contribution links between operators.

³² These services cover the telecommunications service consisting of the transmission and reception of radio and television broadcast by satellite (the uninterrupted chain of transmission via satellite required for the distribution of TV and radio programme signals to the general public). This covers selling use of satellite services, but does not include the selling of television programme packages to households.

Sector or sub-sector	Description of reservations
(CPC 511, CPC 512, CPC 513, CPC 514, CPC 515, CPC 516, CPC 517 and CPC 518)	None
4. DISTRIBUTION SERVICES (excluding distribution of arms, munitions, explosives and other war material)	
<p>A. Commission Agents' Services</p> <p>a) Commission Agents' Services of motor vehicles, motorcycles and snowmobiles and parts and accessories thereof (part of CPC 61111, part of CPC 6113 and part of CPC 6121)</p> <p>b) Other Commission Agents' Services (CPC 621)</p> <p>B. Wholesale Trade Services</p> <p>a) Wholesale Trade Services of motor vehicles, motorcycles and snowmobiles and parts and accessories thereof (part of CPC 61111, part of CPC 6113 and part of CPC 6121)</p> <p>b) Wholesale Trade Services of telecommunication terminal equipment (part of CPC 7542)</p> <p>c) Other wholesale trade services (CPC 622 excluding wholesale trade services of energy products³³)</p> <p>C. Retailing Services³⁴</p> <p>Retailing Services of motor vehicles, motorcycles and snowmobiles and parts and accessories thereof (CPC 61112, part of CPC 6113 and part of CPC 6121)</p> <p>Retailing Services of telecommunication terminal equipment (part of CPC 7542)</p> <p>Food retailing services (CPC 631)</p> <p>Retailing services of other (non-energy) goods, except retail sales of pharmaceutical, medical</p>	<p>For Modes 1 and 2:</p> <p>Unbound for distribution of chemical products, and of precious metals (and stones)</p> <p>For Mode 1:</p> <p>For retailing services, unbound except for mail order</p>

³³ These services, which include CPC 62271, are to be found in ENERGY SERVICES under 14.D.

³⁴ Does not include maintenance and repair services, which are to be found in BUSINESS SERVICES under 1.B. and 1.F.i).

Sector or sub-sector	Description of reservations
and orthopaedic goods ³⁵ (CPC 632 excluding CPC 63211 and 63297) D. Franchising (CPC 8929)	
5. EDUCATIONAL SERVICES (only privately-funded services)	
A. Primary Education Services (CPC 921)	For Modes 1 and 2: None
B. Secondary Education Services (CPC 922)	For Modes 1 and 2: None
C. Higher Education Services (CPC 923)	For Modes 1 and 2: None
D. Adult Education Services (CPC 924)	For Modes 1 and 2: None
6. ENVIRONMENTAL SERVICES	
A. Waste Water Services (CPC 9401) ³⁶ B. Solid/hazardous waste management, excluding cross-border transport of hazardous waste a) Refuse Disposal Services (CPC 9402) b) Sanitation and Similar Services (CPC 9403) C. Protection of ambient air and climate (CPC 9404) ³⁷ D. Remediation and clean-up of soil and waters a) Treatment, remediation of contaminated/polluted soil and water (part of CPC 94060) ³⁸ E. Noise and vibration abatement (CPC 9405) F. Protection of biodiversity and landscape a) Nature and landscape protection services (part of CPC 9406) G. Other environmental and ancillary services (CPC 94090)	For Mode 1: Unbound except for consulting services For Mode 2: None
7. FINANCIAL SERVICES	
A. Insurance and insurance-related services	For Modes 1 and 2: Unbound for direct insurance services except for insurance of risks relating to: i) Maritime shipping and commercial aviation and space launching and freight (including satellites), with such

³⁵ Retail sales of pharmaceutical, medical and orthopaedic goods are to be found under PROFESSIONAL SERVICES in 1.A.k).

³⁶ Corresponds to sewage services.

³⁷ Corresponds to Cleaning Services of Exhaust Gases.

³⁸ Corresponds to parts of Nature and Landscape Protection Services.

Sector or sub-sector	Description of reservations
	<p>insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods and any liability arising therefrom; and</p> <p>ii) goods in international transit</p> <p>For Mode 1:</p> <p>Unbound for direct insurance intermediation services except for insurance of risks relating to:</p> <p>i) Maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods and any liability arising therefrom; and</p> <p>ii) goods in international transit</p> <p>For Mode 2:</p> <p>Unbound for intermediation</p>
<p>B. Banking and other financial services (excluding insurance)</p>	<p>For Mode 1:</p> <p>Unbound except for provision of financial information and financial data processing and for advisory and other auxiliary services excluding intermediation</p> <p>For Mode 2:</p> <p>None</p>
<p>8. HEALTH SERVICES AND SOCIAL SERVICES (only privately-funded services)</p>	
<p>A. Hospital Services (CPC 9311)</p> <p>C. Residential health facilities other than hospital services (CPC 93193)</p>	<p>For Mode 1:</p> <p>Unbound</p> <p>For Mode 2:</p> <p>None</p>
<p>D. Social Services (CPC 933)</p>	<p>For Mode 1:</p> <p>Unbound</p> <p>For Mode 2:</p> <p>None</p>
<p>9. TOURISM AND TRAVEL RELATED SERVICES</p>	
<p>A. Hotel, Restaurants and Catering (CPC 641, CPC 642 and CPC 643) Excluding catering in air transport services³⁹</p>	<p>For Mode 1:</p> <p>Unbound except for catering</p> <p>For Mode 2:</p> <p>None</p>

³⁹ Catering in air transport services is to be found in SERVICES AUXILIARY TO TRANSPORT SERVICES under 12.E.a) Groundhandling services.

Sector or sub-sector	Description of reservations
B. Travel Agencies and Tour Operators Services (including tour managers) (CPC 7471)	For Modes 1 and 2: None
C. Tourist Guides Services (CPC 7472)	For Modes 1 and 2: None
10. RECREATIONAL, CULTURAL AND SPORTING SERVICES (other than audio-visual services)	
A. Entertainment Services (including Theatre, Live Bands, Circus and Discotheque Services) (CPC 9619)	For Mode 1: Unbound For Mode 2: None
B. News and Press Agencies Services (CPC 962)	For Modes 1 and 2: None
D. Sporting services (CPC 9641)	For Modes 1 and 2: None
E. Recreation park and beach Services (CPC 96491)	For Modes 1 and 2: None
11. TRANSPORT SERVICES	
A. Maritime transport a) International passenger transportation (CPC 7211 less national cabotage transport ⁴⁰) b) International freight transportation (CPC 7212 less national cabotage transport ⁴¹ 30)	For Modes 1 and 2: None
B. Internal Waterways Transport a) Passenger transportation (CPC 7221 less national cabotage transport ³⁶) b) Freight transportation (CPC 7222 less national cabotage transport ³⁷)	For Modes 1 and 2: Measures based upon existing or future agreements on access to inland waterways reserve some traffic rights for operators based in the countries concerned and meeting nationality criteria regarding ownership
C. Rail Transport a) Passenger transportation (CPC 7111) b) Freight transportation (CPC 7112)	For Mode 1: Unbound For Mode 2: None
D. Road Transport a) Passenger Transportation (CPC 7121 and CPC 7122) b) Freight Transportation (CPC 7123, excluding transportation of mail on own account ⁴²).	For Mode 1: Unbound For Mode 2: None
12. SERVICES AUXILIARY TO TRANSPORT⁴³	
A. Services auxiliary to Maritime Transport	For Mode 1

⁴⁰ Without prejudice to the scope of activities which may be considered as cabotage under the relevant national legislation, this schedule does not include national cabotage transport, which is assumed to cover transportation of passengers or goods between ports or points located in the United Kingdom and another ports or points located in the United Kingdom, including on its continental shelf as provided in the UN Convention on the Law of the Sea, and traffic originating and terminating in the same ports or points located in the United Kingdom.

⁴¹ Includes feedering services and movement of empty equipment by international maritime transport suppliers between ports located in the United Kingdom.

⁴² Part of CPC 71235, which is to be found in COMMUNICATION SERVICES under 2.A. Postal and courier services.

⁴³ Does not include maintenance and repair services of transport equipment, which are to be found in BUSINESS SERVICES under I.F.I) 1 to I.F.I) 4.

Sector or sub-sector	Description of reservations
a) Maritime Cargo Handling Services b) Storage and warehousing Services (part of CPC 742) c) Customs Clearance Services d) Container Station and Depot Services e) Maritime Agency Services f) Maritime freight forwarding Services g) Rental of Vessels with Crew (CPC 7213) h) Pushing and towing services (CPC 7214) i) Supporting services for maritime transport (part of CPC 745) j) Other supporting and auxiliary services (part of CPC 749)	Unbound for maritime cargo handling services, pushing and towing services, customs clearance services and for container station and depot services Unbound for storage and warehousing services For Mode 2: None
B. Services auxiliary to internal waterways transport a) Cargo-handling services (part of CPC 741) b) Storage and warehouse services (part of CPC 742) c) Freight transport agency services (part of CPC 748) d) Rental of Vessels with Crew (CPC 7223) e) Pushing and towing services (CPC 7224) f) Supporting services for internal waterway transport (part of CPC 745) g) Other supporting and auxiliary services (part of CPC 749)	For Modes 1 and 2: Measures based upon existing or future agreements on access to inland waterways reserving some traffic rights for operators based in the countries concerned and meeting nationality criteria regarding ownership Unbound for pushing and towing services
C. Services auxiliary to rail transport a) Cargo-handling services (part of CPC 741) b) Storage and warehouse services (part of CPC 742) c) Freight transport agency services (part of CPC 748) d) Pushing and towing services (CPC 7113) e) Supporting services for rail transport services (CPC 743) f) Other supporting and auxiliary services (part of CPC 749)	For Mode 1: Unbound for pushing and towing services For Mode 2: None
D. Services auxiliary to road transport a) Cargo-handling services (part of CPC 741) b) Storage and warehouse services (part of CPC 742) c) Freight transport agency services (part of CPC 748) d) Rental of Commercial Road Vehicles with Operators (CPC 7124)	For Modes 1 and 2: None

Sector or sub-sector	Description of reservations
e) Supporting services for road transport (CPC 744) f) Other supporting and auxiliary services (part of CPC 749)	
E. Services auxiliary to air transport services	
a) Ground-handling services (including catering services)	For Mode 1: Unbound except for catering For Mode 2: None
b) Storage and warehouse services (part of CPC 742)	For Modes 1 and 2: None
c) Freight transport agency services (part of CPC 748)	For Modes 1 and 2: None
d) Rental of aircraft with crew (CPC 734)	For Modes 1 and 2: Aircraft used by the United Kingdom air carriers have to be registered in the United Kingdom To be registered, aircraft may be required to be owned either by natural persons meeting specific nationality criteria or by juridical persons meeting specific criteria regarding ownership of capital and control By exception, aircraft registered outside the United Kingdom may be leased by a foreign air carrier to an air carrier of the United Kingdom in specific circumstances for the air carrier of the United Kingdom's exceptional needs, seasonal capacity needs, or needs to overcome operational difficulties, which cannot reasonably be satisfied through leasing aircraft registered within the United Kingdom, and subject to obtaining the approval of a limited duration from the United Kingdom
e) Sales and Marketing f) Computer Reservations System	For Modes 1 and 2: Where air carriers of the United Kingdom are not accorded equivalent treatment ⁴⁴ to that provided in the United Kingdom by CRS services suppliers outside the United Kingdom, or where CRS services suppliers of the United Kingdom are not accorded equivalent treatment to that provided in the United Kingdom by air carriers of third countries, measures may be taken to accord equivalent treatment, respectively, to the air carriers of third countries by the CRS services suppliers in the United Kingdom, or to the third countries CRS services suppliers by the air carriers in the United Kingdom
g) Airport management	For Mode 1: Unbound For Mode 2: None
F. Services auxiliary to pipeline transport of goods other than fuel ⁴⁵	For Mode 1: Unbound

⁴⁴ "Equivalent treatment" implies non-discriminatory treatment of air carriers of the United Kingdom and CRS services suppliers of the United Kingdom.

⁴⁵ Services auxiliary to pipeline transportation of fuels are to be found in ENERGY SERVICES under 14.C

Sector or sub-sector	Description of reservations
a) Storage and warehouse services of goods other than fuel transported by pipelines, (part of CPC 742)	For Mode 2: None
13. OTHER TRANSPORT SERVICES	
Provision of Combined Transport Service	None, without prejudice to the limitations inscribed in this List of Commitments affecting any given mode of transport
14. ENERGY SERVICES	
A. Services Incidental to Mining (CPC 883) ⁴⁶	For Modes 1 and 2: None
C. Storage and warehouse services of fuels transported through pipelines (part of CPC 742)	For Mode 1: Unbound For Mode 2: None
D. Wholesale trade services of solid, liquid and gaseous fuels and related products (CPC 62271) and wholesale trade services of electricity, steam and hot water	For Mode 1: Unbound for wholesale trade services of electricity, steam and hot water For Mode 2: None
E. Retailing Services of motor fuel (CPC 613)	For Mode 1: Unbound For Mode 2: None
F. Retail sales of fuel oil, bottled gas, coal and wood (CPC 63297) and retailing services of electricity, (non bottled) gas, steam and hot water	For Mode 1: Unbound for retailing services of electricity, (non-bottled) gas, steam and hot water For Retail sales of fuel oil, bottled gas, coal and wood, unbound except for mail order where: none For Mode 2: None
G. Services incidental to energy distribution (CPC 887)	For Mode 1: Unbound except for consultancy services where: none For Mode 2: None
15. OTHER SERVICES NOT INCLUDED ELSEWHERE	
a) Washing, Cleaning and Dyeing services (CPC 9701)	For Mode 1: Unbound For Mode 2: None
b) Hairdressing services (CPC 97021)	For Mode 1: Unbound

⁴⁶ Includes the following service rendered on a fee or contract basis: advisory and consulting services relating to mining, on land site preparation, on land rig installation, drilling, drilling bits services, casing and tubular services, mud engineering and supply, solids control, fishing and down-hole special operations, wellsite geology and drilling control, core taking, well testing, wireline services, supply and operation of completion fluids (brines), supply and installation of completion devices, cementing (pressure pumping), stimulation services (fracturing, acidising and pressure pumping), workover and well repair services, plugging and abandoning of wells.

Sector or sub-sector	Description of reservations
	For Mode 2: None
c) Cosmetic treatment, manicuring and pedicure services (CPC 97022)	For Mode 1: Unbound For Mode 2: None
d) Other beauty treatment services n.e.c (CPC 97029)	For Mode 1: Unbound For Mode 2: None
e) Spa services and non therapeutical massages, to the extent that they are provided as relaxation physical well-being services and not for medical or rehabilitation purposes ⁴⁷ (CPC ver. 1.097230)	For Mode 1: Unbound For Mode 2: None
g) Telecommunications connection services (CPC 7543)	For Modes 1 and 2: None

⁴⁷ Therapeutical massages and thermal cure services are to be found under 1.A.h) Medical (including Psychologists), and Dental services. 1.A.j) 2 Services provided by nurses, physiotherapists and para-medical personnel and health services (8.A and 8.C).

ANNEX XII-C

ANNEX XII-C to Chapter 6 UNITED KINGDOM RESERVATIONS ON CONTRACTUAL SERVICES SUPPLIERS AND INDEPENDENT PROFESSIONALS

1. The list of reservations below indicates the services sectors liberalised pursuant to Articles 97(2) and 98(2) (CSS and IP) for which limitations on contractual service suppliers and independent professionals (CSS and IP) apply and specifies such limitations.

2. The list is composed of the following elements:

- (a) the first column indicating the sector or sub-sector in which limitations apply; and
- (b) the second column describing the applicable limitations.

The United Kingdom does not undertake any commitment for contractual service suppliers and independent professionals for any services sector other than those which are explicitly listed below.

3. In identifying individual sectors and sub-sectors:

- (a) CPC means the Central Products Classification as set out in Statistical Office of the United Nations, Statistical Papers, Series M, N° 77, CPC prov, 1991; and
- (b) CPC ver. 1.0 means the Central Products Classification as set out in Statistical Office of the United Nations, Statistical Papers, Series M, N° 77, CPC ver 1.0, 1998.

4. Commitments for contractual service suppliers and independent professionals do not apply in cases where the intent or effect of their temporary presence is to interfere with, or otherwise affect the outcome of, any labour/management dispute or negotiation.

5. The list below does not include measures relating to qualification requirements and procedures, technical standards and licensing requirements and procedures when they do not constitute a limitation within the meaning of Articles 97(2) and 98(2) (CSS and IP). Those measures (e.g. need to obtain a license, need to obtain recognition of qualifications in regulated sectors, need to pass specific examinations, including language examinations, and need to have a legal domicile in the territory where the economic activity is performed), even if not listed below, apply in any case to contractual service suppliers and independent professionals of Ukraine.

6. The list below does not include measures concerning subsidies granted by a Party.

7. The list below is without prejudice to the existence of public monopolies or exclusive rights in the relevant sectors, as set out by the United Kingdom in its Schedule (Annex XII-A or Annex XII-B to Chapter 6 (Establishment, Trade in Services and Electronic Commerce) of Title IV of this Agreement.

8. In the sectors where economic needs tests are applied, their main criteria will be the assessment of the relevant market situation in the United Kingdom or the region where the service is to be provided, including with respect to the number of, and the impact on, existing services suppliers.

9. The rights and obligations arising from the list below shall have no self-executing effect and thus confer no rights directly on natural or juridical persons.

Sector or sub-sector	Description of reservations
Legal Advisory Services in respect of public international law and foreign law (i.e. non-UK law) (part of CPC 861) ⁴⁸	None
Accounting and Bookkeeping Services (CPC 86212 other than "auditing services", CPC 86213, CPC 86219 and CPC 86220)	None
Taxation Advisory Services (CPC 863) ⁴⁹	None
Architectural services and Urban planning and landscape architectural services (CPC 8671 and CPC 8674)	None
Engineering services And Integrated engineering services (CPC 8672 and CPC 8673)	None
Computer and Related Services (CPC 84)	Economic needs test
Research and Development Services (CPC 851, 852 excluding psychologists services ⁵⁰ , 853)	Unbound
Advertising (CPC 871)	None
Management Consulting Services (CPC 865)	None
Services Related to Management Consulting (CPC 866)	None
Technical Testing and Analysis Services (CPC 8676)	None
Related Scientific and Technical Consulting Services (CPC 8675)	None
Maintenance and repair of vessels (part of CPC 8868)	Unbound
Maintenance and repair of rail transport equipment (part of CPC 8868)	Unbound
Maintenance and repair of motor vehicles, motorcycles, snowmobiles and road transport equipment (CPC 6112, CPC 6122, part of CPC 8867 and	Unbound

⁴⁸ Like the provision of other services, Legal Services are subject to licensing requirements and procedures applicable in the relevant jurisdiction of the United Kingdom. For lawyers providing legal services in respect of public international law and foreign law, these may take *inter alia* the form of compliance with local codes of ethics, use of home title (unless recognition with a United Kingdom title has been obtained) insurance requirements, simple registration with the United Kingdom regulator or a simplified admission to practise in the United Kingdom through an aptitude test and a legal or professional domicile in the United Kingdom.

⁴⁹ Does not include legal advisory and legal representational services on tax matters, which are to be found under Legal Advisory Services in respect of public international law and foreign law.

⁵⁰ Part of CPC 85201, which is to be found under Medical and dental services.

Sector or sub-sector	Description of reservations
part of CPC 8868)	
Maintenance and repair of aircraft and parts thereof (part of CPC 8868)	Unbound
Maintenance and repair of metal products, of (non-office) machinery, of (non-transport and non-office) equipment and of personal and household goods ⁵¹ (CPC 633, CPC 7545, CPC 8861, CPC 8862, CPC 8864, CPC 8865 and CPC 8866)	None
Translation (CPC 87905, excluding official or certified activities)	None
Site investigation work (CPC 5111)	None
Environmental services (CPC 9401 ⁵² , CPC 9402, CPC 9403, CPC 9404 ⁵³ , part of CPC 94060 ⁵⁴ , CPC 9405, part of CPC 9406, CPC 9409)	None
Travel Agencies and Tour Operators Services (including tour managers ⁵⁵) (CPC 7471)	Unbound
Entertainment Services other than audiovisual services (including Theatre, Live Bands, Circus and Discotheque Services) (CPC 9619)	Unbound

⁵¹ Maintenance and repair services of office machinery and equipment including computers (CPC 845) are to be found under Computer services.

⁵² Corresponds to sewage services.

⁵³ Corresponds to Cleaning Services of Exhaust Gases.

⁵⁴ Corresponds to parts of Nature and Landscape Protection Services.

⁵⁵ Services suppliers whose function is to accompany a tour group of a minimum of 10 persons, without acting as guides in specific locations.

ANNEX XII-D

ANNEX XII-D to Chapter 6 UKRAINE RESERVATIONS TO ESTABLISHMENT (Referred to in Article 84(1))

Land ownership

Foreign citizens and persons without citizenship have no right to acquisition of property of agricultural lands. Foreign citizens and persons without citizenship do not have a right to acquire free of charge the land plots, which belong to the State and Municipal property, or to privatize the land plots, previously given to them into use.

Foreign legal persons may acquire property rights only for land plots of non-agricultural destination on the territory of populated localities in case of acquisition of the real estate objects related with business activity carried out in Ukraine, and outside the inhabited localities - in case of acquisition of real estate objects.

There are no restrictions on the rent of land by foreigners and foreign legal entities.

The acquisition, purchase as well as rent or lease of real estate by foreign natural persons and juridical persons may require an authorization.

Forestry

Forests can be owned only by Ukrainian citizens and legal entities.

The acquisition of state-owned properties

Enterprises and governmental agencies in which state ownership exceeds 25% are not authorized to participate in the privatization of Ukrainian enterprises.

Prospecting, exploring for and producing hydrocarbons

Establishment shall be in line with Article 265 (Access to and exercise of the activities of prospecting, exploring for and producing hydrocarbons) in Chapter 11 (Trade-related Energy) of Title IV of this Agreement.

Professional services

Legal advisory and legal documentations and certification services provided by legal professionals entrusted with public functions such as notaries, private executors, state registrars, and arbitration managers.

Notary services

Only citizens of Ukraine are permitted to supply notary services.

Medical and dental services

Professional qualification requirements according with Ukrainian legislation. Foreign service suppliers must speak Ukrainian.

Private Services provided by Midwives, Nurses, Physiotherapists and Paramedical Personnel

Professional qualification requirements according with Ukrainian legislation. Foreigner service suppliers must speak Ukrainian.

Postal and Courier Services (including express delivery services)⁵⁶

No national treatment for ordinary letters⁵⁷ weighing less than 50 grams and postcards.

Licensing may be required for:

- (i) Handling of addressed written communication on any kind of physical medium⁵⁸, including:
 - Hybrid mail service
 - Direct mail
- (ii) Handling of addressed parcels and packages⁵⁹
- (iii) Handling of addressed press products⁶⁰
- (iv) Handling of items referred to in (i) to (iii) above as registered or insured mail,
 - for which a general Universal Service Obligations exists.

These licenses may be subject to particular universal service obligations and/or financial contribution to a compensation fund.

Educational Services

Primary education services, Secondary education services, Higher education services

In line with Ukrainian legislation, only a citizen of Ukraine may be the head of an educational institution, notwithstanding the type of ownership.

Financial services

Participation in issues of all kinds of securities, including underwriting and placement as agent

⁵⁶ The commitment on postal and courier services and express delivery services applies to commercial operators of all forms of ownership, both private and state.

⁵⁷ Ordinary delivery sent via postal box or post office and delivered to postal box at mentioned address without receipts.

⁵⁸ E.g. letter, postcards.

⁵⁹ Books and catalogues are included in this subsector.

⁶⁰ Magazines, newspapers and periodicals.

(whether publicly or privately) and provision of services related to such issues may be conducted only by legal persons engaged exclusively in issuance of securities, and banks.

Health Related And Social Services

Professional qualification requirements according with Ukrainian legislation for hospital services, including Hospital Management Services and other human health services.

Recreational, Cultural And Sporting Services

No national treatment and most favourable nation treatment obligations for access to subsidies to cinema theatre operation services.

Foreign investment for news agency services providers is limited to 35%.

Internal Waterways Transport⁶¹

No national treatment and most favourable nation treatment obligations with respect to national cabotage transport. Measures based upon existing or future agreements on access to inland waterways reserve some traffic rights for operators based in the countries concerned and meeting nationality criteria regarding ownership.

Air Transport Services

No national treatment and most favourable nation treatment obligations for domestic and international air transport services and services, whether scheduled or non-scheduled, and services directly related to the exercise of traffic rights, other than aircraft repair and maintenance services, the selling and marketing of air transport services, CRS services and other services auxiliary to air transport services, such as ground handling services, rental services of aircraft with crew and airport operations services. The conditions of mutual market access in air transport shall be dealt with by the Agreement between the Government Ukraine and the Government of the United Kingdom of Great Britain and Northern Ireland concerning Air Services as amended from time to time.

Rail Transport Services

No national treatment and most favourable nation treatment obligations for passenger and freight transportation, other than treatment established under Article 129 of Chapter 6 (Establishment, Trade in Services and Electronic Commerce) of Title IV on of this Agreement.

Road Transport Services

Passenger transportation and freight transportation entities shall be registered as a legal entity.

⁶¹ Including Services auxiliary to internal waterways transport.

ANNEX XII-E

ANNEX XII-E to Chapter 6 UKRAINE LIST OF COMMITMENTS ON CROSS-BORDER SERVICES (Referred to in Article 91)

I. BUSINESS SERVICES	
1. Professional Services	
(a) Legal Services	
- Legal advisory and representation services concerning criminal law (CPC 86111)	(1) None (2) None
- Legal advisory and representation services in judicial procedure concerning fields of law, other than criminal law (CPC 86119)	(1) None (2) None
- Legal advisory and representation services in statutory procedures (CPC 8612) (CPC 86120)	(1) None (2) None
- Legal documentation and certification services (CPC 8613) (CPC 86130)	(1) None (2) None
- Other legal advisory and information services, other than notary services (CPC 8619) (CPC 86190)	(1) None (2) None
- Consultancy on home country law and international law and third country law (part of CPC 861)	(1) None (2) None
- Notary services	(1) Only citizens of Ukraine are permitted to supply notary services (2) None
(b) Accounting and bookkeeping services (CPC 862 (except CPC 86211))	(1) None (2) None
- Auditing services (CPC 86211)	(1) None, except official audit reports must be confirmed by an auditor or auditing firm of Ukraine (2) None
(c) Taxation services (CPC 863)	(1) None (2) None
(d) Architectural services (CPC 8671)	(1) None (2) None
(e) Engineering services (CPC 8672)	(1) None (2) None
(f) Integrated engineering services (CPC 8673)	(1) None (2) None
(g) Urban planning and landscape architecture services (CPC 8674)	(1) None (2) None
(h) Medical and dental services (CPC 9312)	(1) None (2) None
(i) Veterinary services (CPC 932)	(1) None (2) None
(j) Private Services provided by Midwives, Nurses, Physiotherapists and Paramedical Personnel (part of CPC 93191)	(1) Unbound (2) None

2. Computer and Related Services	
(a) Consultancy services related to the installation of computer hardware (CPC 841)	(1) None (2) None
(b) Software implementation services (CPC 842)	(1) None (2) None
(c) Data processing services (CPC 843)	(1) None (2) None
(d) Data base services (CPC 844)	(1) None (2) None
(f) Other computer services: - Maintenance and repair services of office machinery and equipment including computers (CPC 845)	(1) None (2) None
- Data preparation services (CPC 849)	(1) None (2) None
3. Research and Development Services	
(a) R&D services on natural science (CPC 851)	(1) None (2) None
(b) R&D services on social science and humanities (CPC 852)	(1) None (2) None
(c) Interdisciplinary R&D services (CPC 853)	(1) None (2) None
4. Real Estate Services	
- Real estate services (CPC 821-822)	(1) None (2) None
5. Rental/Leasing Services without Operators	
(e) Other - Rental or leasing (other than financial) services (CPC 831-832) - Including Rental or leasing of studio recording equipment (CPC 83109**)	(1) None (2) None
6. Other Business Services	
(a) Advertising services (CPC 871)	(1) None (2) None
(b) Market research and public opinion polling services (CPC 864)	(1) None (2) None
(c) Management consulting service (CPC 865)	(1) None (2) None
(d) Services related to management consulting (CPC 866)	(1) None (2) None
(e) Technical testing and analysis services, including ships survey services (CPC 8676)	(1) None (2) None
(f) Services incidental to agriculture, hunting and forestry (except fire fighting, timber evaluation, forest management including forest damage assessment services) (part of CPC 881)	(1) None (2) None
- Consultancy services on fire fighting, timber evaluation, forest management including forest damage assessment services (part of CPC 881)	(1) None. (2) None.
(g) Services incidental to fishing (CPC 882)	(1) None (2) None

(h) Services incidental to mining (CPC 883+5115)	(1) None (2) None
(i) Services incidental to manufacturing (part of CPC 884 + part of CPC 885)	(1) None (2) None
(j) Services incidental to energy distribution (CPC 887)	(1) None (2) None
(k) Placement and supply services of Personnel (CPC 872)	(1) None (2) None
(m) Related scientific and technical consulting services (CPC 8675)	(1) None (2) None
(n) Maintenance and repair of equipment (not including maritime vessels, aircraft or other transportation equipment) (CPC 6112, 6122, 633+8861-8866) Including Automotive Maintenance and Repair Services (CPC 8867)	(1) None (2) None
(o) Building-cleaning services (CPC 874)	(1) None (2) None
(p) Photographic services (except for aerial photography) (CPC 875)	(1) Unbound (2) None
(q) Packaging services (CPC 876)	(1) None (2) None
(r) Printing, publishing (CPC 88442)	(1) None (2) None
(s) Convention services (CPC 87909*)	(1) None (2) None
(t) Other - Translation and interpretation services (CPC 87905)	(1) None (2) None
- Specialty design services (CPC 87907)	(1) None (2) None
II. COMMUNICATION SERVICES	
1. and 2. Postal and Courier Services (including express delivery services)⁶²	
Services relating to the handling ⁶³ of items in accordance with the following list of sub-sectors, whether for domestic or foreign destinations. For the purpose of the following commitments, written communication excludes ordinary letters ⁶⁴ weighing less than 50 grams and postcards. (i) Handling of addressed written communication on any kind of physical medium ⁶⁵ , including: - Hybrid mail service - Direct mail (ii) Handling of addressed parcels and packages ⁶⁶ (iii) Handling of addressed press products ⁶⁷ (iv) Handling of items referred to in (i) to (iii) above as registered or insured mail	(1) (2) Licensing systems may be established for sub- sectors (i) to (iv), for which a general Universal Service Obligations exists. These licenses may be subject to particular universal service obligations and/or financial contribution to a compensation fund. None for sub-sectors (v) to (viii).

⁶² The commitment on postal and courier services and express delivery services applies to commercial operators of all forms of ownership, both private and state.

⁶³ "Handling" should be taken to include clearance, sorting, transport and delivery.

⁶⁴ Ordinary delivery sent via postal box or post office and delivered to postal box at mentioned address without receipts.

⁶⁵ E.g. letter, postcards.

⁶⁶ Books and catalogues are included in this subsector.

⁶⁷ Magazines, newspapers and periodicals.

(v) Express delivery services ⁶⁸ for items referred to in (i) to (iii) above	
(vi) Handling of non-addressed items	
(vii) Document exchange ⁶⁹	
(viii) Other services not elsewhere specified	
3. Telecommunication services	
Basic Telecommunications Services:	
(a) Voice telephone services (CPC7521)	(1) None (2) None
(b) Packet-switched data transmission services (CPC7523**)	(1) None (2) None
(c) Circuit-switched data transmission services (CPC7523**)	(1) None (2) None
(d) Telex services (CPC7523**)	(1) None (2) None
(e) Telegraph services (CPC7522)	(1) None (2) None
(f) Facsimile services (CPC 7521**+7529**)	(1) None (2) None
(g) Private leased circuit services (CPC 7522**+7523**)	(1) None (2) None
(o) Other - Mobile voice and data services (CPC 75213) - Paging services (CPC 75291) - Teleconferencing services (CPC 75292) - Integrated telecommunication services, excluding broadcasting ⁷⁰ (CPC 7526)	(1) None (2) None
Value-added Telecommunications Services	
(h) Electronic mail (CPC 7523**)	(1) None (2) None
(i) Voice mail (CPC 7523**)	(1) None (2) None
(j) On-line information and database retrieval (CPC 7523**)	(1) None (2) None
(k) Electronic data interchange (EDI) (CPC 7523**)	(1) None (2) None
(l) Value-added facsimile services, including store and forward, store and retrieve (CPC 7523**)	(1) None (2) None
(m) Code and protocol conversion	(1) None (2) None
(n) On-line information services and/or data processing (including transaction processing) (CPC 843**)	(1) None. (2) None.

⁶⁸ Express delivery services are defined as the collection, transport, and delivery of documents, printed matter, parcels, goods or other items on an expedited basis, while tracking and maintaining control of these items throughout the supply of the service.

⁶⁹ Provision of means, including the supply of *ad hoc* premises as well as transportation by a third party, allowing self-delivery by mutual exchange of postal items between users subscribing to this service. Postal item refers to items handled by any type of commercial operator, whether public or private.

⁷⁰ Broadcasting is defined as the uninterrupted chain of transmission required for the distribution of TV and radio programme signals to the general public, but does not cover contribution links between operators.

III. CONSTRUCTION AND RELATED ENGINEERING SERVICES	
- Pre-erection work at construction sites (CPC 511)	(1) None (2) None
(a) General construction work for buildings (CPC 512)	(1) None (2) None
(b) Construction work for civil engineering, including dredging services (CPC 513)	(1) None (2) None
(c) Assembly, erection of prefabricated constructions and installation work (CPC 514+516)	(1) None (2) None
(d) Building completion and finishing work (CPC 517)	(1) None (2) None
(e) Other	(1) None (2) None
- Special construction work (CPC515)	(1) None (2) None
- Renting services related to equipment for construction or demolition of buildings or civil engineering works, with operator (CPC 518)	(1) None (2) None
IV. DISTRIBUTION SERVICES	
(a) Commission agents' services (CPC 621, 6111, 6113, 6121)	(1) None (2) None
(b) Wholesale trade services (CPC 6121, 61111, 6113, 622 (except CPC 62262))	(1) None (2) None
- Wholesale trade services of books, newspapers, magazines (except stationary) (CPC 62262)	(1) None (2) None
(c) Retailing services (CPC 631+632+6111+6113 + 6121+613, including audio and video records and tapes CPC 63234)	(1) None (2) None
(d) Franchising (CPC 8929)	(1) None (2) None
V. EDUCATIONAL SERVICES	
(a) Primary education services (CPC 921)	(1) None (2) None
(b) Secondary education services (CPC 922)	(1) None (2) None
(c) Higher education services (CPC 923)	(1) None (2) None
(d) Adult education services (CPC 924)	(1) None (2) None
(e) Other education services (CPC 929)	(1) None (2) None
VI. ENVIRONMENTAL SERVICES	
(a) Sewage services (CPC 9401)	(1) None (2) None
(b) Refuse disposal services (CPC 9402)	(1) None (2) None
(c) Sanitation and similar services (CPC 9403)	(1) None (2) None

(d) Other	(1) None
- Cleaning services of exhaust gases (CPC 9404)	(2) None
- Noise abatement services (CPC 9405)	(1) None (2) None
- Nature and landscape protection services (CPC 9406)	(1) None (2) None
- Other environmental protection services (CPC 9409)	(1) None (2) None
VII. FINANCIAL SERVICES	
1. All insurance services and insurance-related services	
(i) Direct insurance (including co-insurance): (A) Life insurance services (B) Non-life insurance services (including marine and aviation insurance)	(1) Unbound, except none for: - insurance of risks relating to maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods and any liability arising therefrom; - reinsurance; - services auxiliary to insurance.
(ii) Reinsurance and retrocession services	(2) None.
(iii) Services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claims settlement services	
(iv) Insurance intermediation, such as brokerage and agency	(1) None (2) None
2. Banking and other financial services (excluding insurance)	
(v) Acceptance of deposits and other repayable funds from the public	(1) None (2) None
(vi) Lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transactions	(1) None (2) None
(vii) Financial leasing	(1) None (2) None
(viii) All payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts	(1) None (2) None
(ix) Guarantees and commitments	(1) None (2) None
(x) Trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:	
- (A) money market instruments (including cheques, bills, certificates of deposits)	(1) None (2) None
- (B) foreign exchange	(1) None (2) None
- (C) derivative products, including, but not limited to, futures and options	(1) Unbound (2) None
- (D) exchange rate and interest rate instruments, including products such as swaps, forward rate agreements	(1) Unbound (2) None
- (E) transferable securities	(1) None (2) None
- (F) other negotiable instruments, including bullion	(1) None (2) None
(xi) Participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues	(1) None (2) None

(xii) Money broking	(1) None (2) None
(xiii) Asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial depository and trust services	(1) None (2) None
(xiv) Settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments	(1) None (2) None
(xv) Provision and transfer of financial information, financial data processing and related software by suppliers of other financial services	(1) None (2) None
(xvi) Advisory, intermediation and other auxiliary financial services on all the activities, listed in paragraphs (v)-(xv), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy	(1) None (2) None
VIII. HEALTH RELATED AND SOCIAL SERVICES	
(a) Hospital services, including Hospital Management Services, (CPC 9311)	(1) Unbound (2) None
(b) Other human health services (CPC 9319 (except 93191))	(1) Unbound (2) None
(c) Social services (CPC 933**)	(1) None (2) None
IX. TOURISM AND TRAVEL RELATED SERVICES	
(a) Hotels and restaurants (including catering), including Hotel Management Services (CPC 641-643)	(1) None (2) None
(b) Travel agencies and tour operators services (CPC 7471)	(1) None (2) None
(c) Tourist guides services (CPC 7472)	(1) None (2) None
X. RECREATIONAL, CULTURAL AND SPORTING SERVICES	
(a) Entertainment services (including theatre, live bands and circus services) (CPC 9619) excluding cinema theatre operation services and dance instructor services other than dance sport	(1) Unbound (2) None
- Cinema theatre operation services (CPC 96199**)	(1) Unbound (2) None
- Dance instructor services, except dance sport (CPC 96195**)	(1) Unbound (2) None
(b) News agency services (CPC 962)	(1) None (2) None
(c) Libraries, archives, museums and other cultural services (CPC 963)	(1) Unbound (2) None
(d) Sporting services (CPC 9641) and other recreational services (CPC 9649) excluding gambling and betting services	(1) None (2) None
XI. TRANSPORT SERVICES	
1. Maritime transport services	

- International Transport (freight and passengers) (CPC 7211 and 7212 less cabotage transport)	(1) (a) Liner Shipping: none (b) Bulk, tramp, and other international shipping, including passenger transportation: none (2) None
- Maritime Cargo Handling Services (CPC 741) - Storage and warehousing Services (CPC 742) - Customs Clearance Services for Maritime Transport Services - Container Station and Depot Services - Maritime Agency Services - (Maritime) Freight Forwarding Services	(1) Unbound (2) None
2. Internal waterways transport	
(a) Passenger transportation and freight transportation (excluding cabotage) (CPC 7221 + CPC 7222)	(1) Measures based upon existing or future agreements on access to inland waterways reserve some traffic rights for operators based in the countries concerned and meeting nationality criteria regarding ownership (2) None
(b) Rental services of vessels with crew (CPC 7213)	(1) None (2) None
(d) Maintenance and repair of vessels (CPC 8868**)	(1) None (2) None
(e) Pushing and towing services (CPC 7224)	(1) None (2) None
(f) Supporting services for internal water transport (CPC 745)	(1) None (2) None
3. Air Transport Services	
(a) Aircraft repair and maintenance services	(1) None (2) None
(b) Sales and marketing of air transport services	(1) None (2) None
(c) Computer Reservation System (CRS)	(1) None (2) None
4. Rail Transport Services	
(a), (b) Passenger and freight transportation (CPC 7111+7112)	(1) Unbound (2) None
Off line: (d) Maintenance and repair of railway transportation equipment (CPC 8868**)	(1) None (2) None
(e) Supporting services for railway transportation services (CPC 743)	(1) None (2) None
5. Road Transport Services	
(a) Passenger transportation (CPC 7121+7122)	(1) Unbound (2) None
(b) Freight transportation (CPC 7123)	(1) Unbound (2) None
(c) Rental of commercial vehicles with operator (CPC 7124)	(1) None (2) None
(d) Maintenance and repair of road transport equipment (CPC 6112+8867)	(1) None (2) None

(e) Supporting services for road transport services (CPC 744)	(1) None (2) None
6. Pipeline Transport	
(a) Transportation of fuels (CPC 7131)	(1) None (2) None
(b) Transportation of other goods (CPC 7139)	(1) None (2) None
7. Services auxiliary to all modes of transport except maritime transport	
(a) Cargo handling services (CPC741)	(1) Unbound for air transport ground-handling services (2) None
(b) Storage and warehouse services (CPC 742)	(1) Unbound for air transport ground-handling services (2) None
(c) Freight transport agency services (CPC 748)	(1) None (2) None
(d) Other - Freight Inspection (Part of CPC 749)	(1) Unbound (2) None
XII. OTHER SERVICES NOT ELSEWHERE SPECIFIED	
- Beauty and Physical Well-Being Services - Massage Services excluding Therapeutic Massage (part of CPC Ver. 1.0: 97230) ⁷¹	(1) Unbound (2) None
- Spa Services (part of CPC Ver. 1.0: 97230) ¹ , including Spa Management Services	(1) Unbound (2) None
- Hairdressing and other beauty services (CPC 9702)	(1) Unbound (2) None

ANNEX XII-F

ANNEX XII-F to Chapter 6 UKRAINE RESERVATIONS ON CONTRACTUAL SERVICES SUPPLIERS AND INDEPENDENT PROFESSIONALS

1. The list of reservations below indicates the services sectors liberalised pursuant to Articles 97(2) and 98(2) (CSS and IP) for which limitations on contractual service suppliers and independent professionals (CSS and IP) apply and specifies such limitations.
2. The list is composed of the following elements:
 - (a) the first column indicating the sector or sub-sector in which limitations apply; and
 - (b) the second column describing the applicable limitations.

Ukraine does not undertake any commitment for contractual service suppliers and independent professionals for any services sector other than those which are explicitly listed below.

3. In identifying individual sectors and sub-sectors:
 - (a) CPC means the Central Products Classification as set out in Statistical Office of the United Nations, Statistical Papers, Series M, N° 77, CPC prov, 1991; and
 - (b) CPC ver. 1.0 means the Central Products Classification as set out in Statistical Office of the United Nations, Statistical Papers, Series M, N° 77, CPC ver 1.0, 1998.
4. Commitments for contractual service suppliers and independent professionals do not apply in cases where the intent or effect of their temporary presence is to interfere with, or otherwise affect the outcome of, any labour/management dispute or negotiation.
5. The list below does not include measures relating to qualification requirements and procedures, technical standards and licensing requirements and procedures when they do not constitute a limitation within the meaning of Articles 97(2) and 98(2) (CSS and IP). Those measures (e.g. need to obtain a license, need to obtain recognition of qualifications in regulated sectors, need to pass specific examinations, including language examinations, and need to have a legal domicile in the territory where the economic activity is performed), even if not listed below, apply in any case to contractual service suppliers and independent professionals of the United Kingdom.
6. The list below does not include measures concerning subsidies granted by a Party.
7. The list below is without prejudice to the existence of public monopolies or exclusive rights in the relevant sectors, as set out by Ukraine in its Schedule (Annex XII-D or Annex XII-E) to Chapter 6 (Establishment, Trade in Services and Electronic Commerce) of Title IV of this Agreement.
8. The rights and obligations arising from the list below shall have no self-executing effect and thus confer no rights directly on natural or juridical persons.

Sector or sub-sector	Description of reservations
Legal Advisory Services in respect of public international law and foreign law (part of CPC 861)	None
Accounting and Bookkeeping Services (CPC 86212 other than "auditing services", CPC 86213, CPC 86219 and CPC 86220)	None
Taxation Advisory Services (CPC 863) ⁷²	None
Architectural services and Urban planning and landscape architectural services (CPC 8671 and CPC 8674)	None
Engineering services and Integrated engineering services (CPC 8672 and CPC 8673)	None
Computer and Related Services (CPC 84)	None
Research and Development Services (CPC 851, 852 excluding psychologists services ⁷³ , 853)	A hosting agreement with an approved research organisation is required
Advertising (CPC 871)	None
Management Consulting Services (CPC 865)	None
Services Related to Management Consulting (CPC 866)	None
Technical Testing and Analysis Services (CPC 8676)	None
Related Scientific and Technical Consulting Services (CPC 8675)	None
Maintenance and repair of vessels (part of CPC 8868)	None
Maintenance and repair of rail transport equipment (part of CPC 8868)	None
Maintenance and repair of motor vehicles, motorcycles, snowmobiles and road transport equipment (CPC 6112, CPC 6122, part of CPC 8867 and part of CPC 8868)	None
Maintenance and repair of aircraft and parts thereof (part of CPC 8868)	None
Maintenance and repair of metal products, of (non-office) machinery, of (non-transport and non-office) equipment and of personal and household goods ⁷⁴ (CPC 633, CPC 7545, CPC 8861, CPC 8862, CPC 8864, CPC 8865 and CPC 8866)	None
Translation (CPC 87905, excluding official or certified activities)	None
Site investigation work (CPC 5111)	None

⁷² Does not include legal advisory and legal representational services on tax matters, which are to be found under Legal Advisory Services in respect of public international law and foreign law.

⁷³ Part of CPC 85201, which is to be found under Medical and Dental services.

⁷⁴ Maintenance and repair services of office machinery and equipment including computers (CPC 845) are to be found under Computer services.

Sector or sub-sector	Description of reservations
Environmental services (CPC 9401 ⁷⁵ , CPC 9402, CPC 9403, CPC 9404 ⁷⁶ , part of CPC 94060 ⁷⁷ , CPC 9405, part of CPC 9406, CPC 9409)	None
Travel Agencies and Tour Operators Services (including tour managers ⁷⁸) (CPC 7471)	None
Entertainment Services other than audiovisual services (including Theatre, Live Bands, Circus and Discotheque Services) (CPC 9619)	Advanced qualification ⁷⁹ may be required

⁷⁵ Corresponds to sewage services.

⁷⁶ Corresponds to Cleaning Services of Exhaust Gases.

⁷⁷ Corresponds to parts of Nature and Landscape Protection Services.

⁷⁸ Services suppliers whose function is to accompany a tour group of a minimum of 10 persons, without acting as guides in specific locations.

⁷⁹ Where the qualification has not been obtained in Ukraine, Ukraine may evaluate whether this is equivalent to the qualification required in its territory.

ANNEX XIII

**ANNEX XIII to Chapter 6
ENQUIRY POINTS**

To be included within 3 months after entry into force of this Agreement, see Article 103(1) of this Agreement.

ANNEX XIV

ANNEX XIV to Chapter 6 UK INDICATIVE LIST OF RELEVANT PRODUCT AND SERVICES MARKETS TO BE ANALYSED ACCORDING TO ARTICLE 111 OF THIS AGREEMENT

Retail level

Access to the public telephone network at a fixed location for residential and non-residential customers.

Wholesale level

1. Call origination on the public telephone network provided at a fixed location.

For the purposes of this list, call origination is taken to include call conveyance, delineated in such a way as to be consistent, in a national context, with the delineated boundaries for the market for call transit and for call termination on the public telephone network provided at a fixed location.

2. Call termination on individual public telephone networks provided at a fixed location.

For the purposes of this list, call termination is taken to include call conveyance, delineated in such a way as to be consistent, in a national context, with the delineated boundaries for the market for call origination and the market for call transit on the public telephone network provided at a fixed location.

3. Wholesale (physical) network infrastructure access (including shared or fully unbundled access) at a fixed location.

4. Wholesale broadband access.

This market comprises non-physical or virtual network access including 'bit-stream' access at a fixed location. This market is situated downstream from the physical access covered by market 3 listed above, in that wholesale broadband access can be constructed using this input combined with other elements.

5. Wholesale terminating segments of leased lines, irrespective of the technology used to provide leased or dedicated capacity.

6. Voice call termination on individual mobile networks.
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ANNEX XV

ANNEX XV to Chapter 6 UKRAINE INDICATIVE LIST OF RELEVANT MARKETS TO BE ANALYSED ACCORDING TO ARTICLE 111 OF THIS AGREEMENT

Retail level

1. Access to the public telephone network at a fixed location for residential customers.
2. Access to the public telephone network at a fixed location for non-residential customers.
3. Publicly available local and/or national telephone services provided at a fixed location for residential customers.
4. Publicly available international telephone services provided at a fixed location for residential customers.
5. Publicly available local and/or national telephone services provided at a fixed location for non-residential customers.
6. Publicly available international telephone services provided at a fixed location for non-residential customers.
7. The minimum set of leased lines (which comprises the specified types of leased lines up to and including 2Mb/sec).

Wholesale level

8. Call origination on the public telephone network provided at a fixed location.
9. Call termination on individual public telephone networks provided at a fixed location.
10. Transit services in the fixed public telephone network.
11. Wholesale unbundled access (including shared access) to metallic loops and sub-loops for the purpose of providing broadband and voice services.
12. Wholesale broadband access.
13. Wholesale terminating segments of leased lines.
14. Wholesale trunk segments of leased lines.
15. Access and call origination on public mobile telephone networks.
16. Voice call termination on individual mobile networks.

17. The wholesale national market for international roaming on public mobile network.

ANNEX XVI to Chapter 8

PUBLIC PROCUREMENT

ANNEX XVI-A

ANNEX XVI-A to Chapter 8 INDICATIVE TIME SCHEDULE FOR MARKET ACCESS

Phase	Indicative time schedule	Market access granted to UK by Ukraine	Market access granted to Ukraine by UK
1	Entry into force of the Agreement	Supplies for central government authorities	Supplies for central government authorities
2	Entry into force of the Agreement	Supplies for state, regional and local authorities and bodies governed by public law	Supplies for state, regional and local authorities and bodies governed by public law
3	Entry into force of the Agreement	Supplies for all contracting entities in the utilities sector	Supplies for all contracting entities
4	31 December 2021	Service and works contracts and concessions for all contracting authorities	Service and works contracts and concessions for all contracting authorities
5	31 December 2023	Service and works contracts for all contracting entities in the utilities sector	Service and works contracts for all contracting entities in the utilities sector

ANNEX XVI-B

ANNEX XVI-B to Chapter 8 INDICATIVE LIST OF ISSUES FOR CO-OPERATION

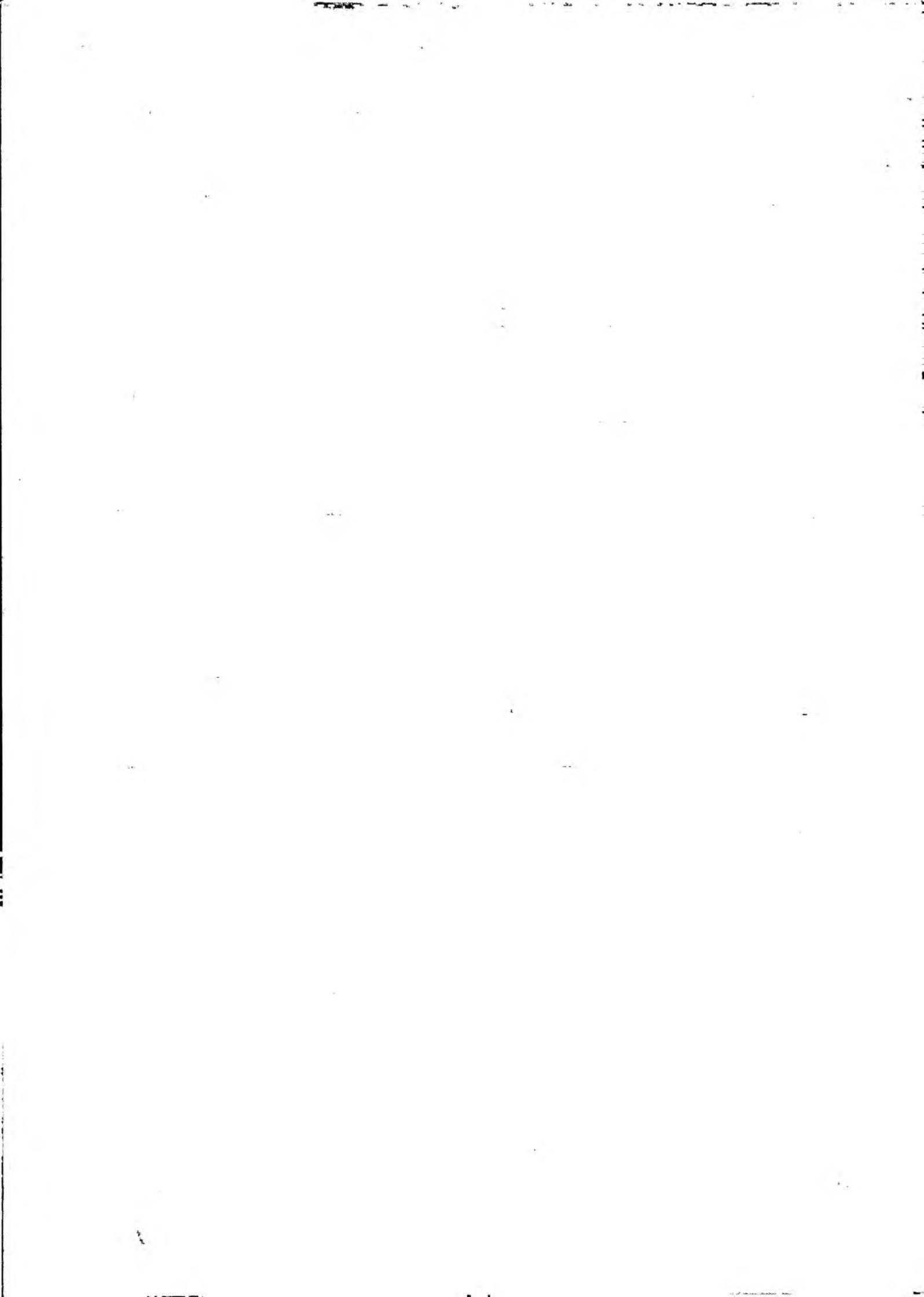
- training, in Ukraine and the United Kingdom, of Ukrainian officials from government bodies engaged in public procurement;
 - training of suppliers interested participating in public procurement;
 - exchange of information and experience on best practice and regulatory rules in the sphere of public procurement;
 - enhancement of the functionality of the Public Procurement Web Site and establishment of a system of public procurement monitoring;
 - consultations and methodological assistance from the United Kingdom in application of modern electronic technologies in the sphere of public procurement;
 - strengthening the bodies charged with guaranteeing a coherent policy in all areas related to public procurement and the independent and impartial consideration (review) of contracting authorities' decisions. (Cf. Article 142(2) of this Agreement)
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ANNEX XVI-C

ANNEX XVI-C to Chapter 8 THRESHOLDS (Article 141(3))

The value thresholds mentioned in Article 141(3) shall be for both parties:

- (a) EUR 135 000 for public supply and service contracts awarded by central government authorities and design contests awarded by such authorities;
 - (b) EUR 209 000 in the case of public supply and public service contracts not covered by point a);
 - (c) EUR 5 225 000 in the case of public works contracts;
 - (d) EUR 5 225 000 in the case of works contracts in the utilities sector;
 - (e) EUR 5 225 000 in the case of concessions;
 - (f) EUR 418 000 in the case of supply and service contracts in the utilities sector;
 - (g) EUR 750 000 for public service contracts for social and other specific services;
 - (h) EUR 1 000 000 for service contracts for social and other specific services in the utilities sector.
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ANNEX XVII-A

ANNEX XVII-A to Chapter 9 GEOGRAPHICAL INDICATIONS – LEGISLATION OF THE PARTIES AND ELEMENTS FOR REGISTRATION AND CONTROL

PART A

Legislation of the Parties

Ukraine legislation

Law of Ukraine on the Protection of Rights to Indications of Origin of Goods of 16 June 1999 and its implementing rules.

Law of Ukraine on Grapes and Grape Wine of 5 February 2006 and its implementing rules.

UK legislation

Council Regulation (EC) No 510/2006 of 20 March 2006 on the protection of geographical indications and designations of origin for agricultural products and foodstuffs, and its implementing rules.

Council Regulation (EC) No 1234/2007² of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation), and its implementing rules.

Regulation (EC) No 110/2008 of the European Parliament and of the Council of 15 January 2008 on the definition, description, presentation, labelling and the protection of geographical indications of spirit drinks and repealing Council Regulation (EEC) No 1576/89, and its implementing rules.

Council Regulation (EEC) No 1601/91 of 10 June 1991 laying down general rules on the definition, description and presentation of aromatized wines, aromatized wine-based drinks and aromatized wine-product cocktails, and its implementing rules.

PART B

Elements for registration and control of geographical indications as referred to in Article 192(1) and 192(2) of this Agreement

1. A register listing geographical indications protected in the territory.
 2. An administrative process verifying that geographical indications identify a product as originating in a territory, region or locality of one or more states, where a given quality, reputation or other characteristic of the products is essentially attributable to its geographical origin.
 3. A requirement that a registered name shall correspond to a specific product or products for which a product specification is laid down, which can only be amended by due administrative process.
 4. Control provisions applying to production.
 5. A right for any producer established in the area who submits to the system of controls to produce and market the product labelled with the protected name provided that producer complies with the product specification.
 6. An objection procedure that allows the legitimate interests of prior users of names, whether those names are protected as a form of intellectual property or not, to be taken into account.
 7. Provisions concerning the registration, which may include refusal of registration, of terms homonymous or partly homonymous with registered terms, terms customary in common language as the common name for goods, terms comprising or including the names of plant varieties and animal breeds. Such provisions shall take into account the legitimate interests of all parties concerned.
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ANNEX XVII-B

ANNEX XVII-B to Chapter 9 GEOGRAPHICAL INDICATIONS - CRITERIA TO BE INCLUDED IN THE OBJECTION PROCEDURE FOR PRODUCTS REFERRED TO IN ARTICLE 193(1) OF THIS AGREEMENT

- (a) List of name(s) with, where applicable, the corresponding transcription into Latin or Ukraine characters.
 - (b) Information about the product type.
 - (c) Invitation to the United Kingdom, Ukraine or any third country or any natural or legal persons having a legitimate interest, established or resident in the United Kingdom, in Ukraine or in a third country to submit objections to such protection by lodging a duly substantiated statement.
 - (d) Statements of objection must reach the Government of the United Kingdom or the Ukrainian Government within 2 months from the date of the publication of the information notice.
 - (e) Statements of objection shall be admissible only if they are received within the time-limit set out in point (d) and if they show that the protection of the name proposed would:
 - conflict with the name of a plant variety, including a wine grape variety or an animal breed and as a result is likely to mislead the consumer as to the true origin of the product;
 - conflict with a homonymous name and which would mislead the consumer into believing that products come from another territory;
 - in the light of a trade mark's reputation and renown and the length of time it has been used, be liable to mislead the consumer as to the true identity of the product;
 - jeopardise the existence of an entirely or partly identical name or of a trade mark or the existence of products which have been legally on the market for at least five years preceding the date of the publication of this notice;
 - conflict with a name that is considered generic.
 - (f) The criteria referred to in point (e) shall be evaluated in relation to the territory of the United Kingdom, which in the case of intellectual property rights refers only to the territory or territories where the rights are protected, or the territory of Ukraine.
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ANNEX XVII-C

ANNEX XVII-C to Chapter 9 GEOGRAPHICAL INDICATIONS OF THE AGRICULTURAL PRODUCTS AND FOODSTUFFS AS REFERRED TO IN ARTICLE 192(3) OF THIS AGREEMENT

Agricultural products and foodstuffs others than wines, spirits and aromatised wines of the
United Kingdom to be protected in Ukraine

Isle of Man Manx Loaghtan Lamb	<i>Айл оф Мен Менке Локтон лем</i>	Fresh meat (and offal) - lamb
Orkney beef	<i>Оркні біф</i>	Fresh meat (and offal) - bovine
Orkney lamb	<i>Оркні лем</i>	Fresh meat (and offal) - lamb
Scotch Beef	<i>Скотч біф</i>	Fresh meat (and offal) - bovine
Scotch Lamb	<i>Скотч лем</i>	Fresh meat (and offal) - lamb
Shetland Lamb	<i>Шетланд лем</i>	Fresh meat (and offal) - lamb
Welsh Beef	<i>Уели біф</i>	Fresh meat (and offal) - bovine
Welsh lamb	<i>Уели лем</i>	Fresh meat (and offal) - lamb
Beacon Fell traditional Lancashire cheese	<i>Бікон Фелл традиціонал Ланкешер чіз</i>	Cheeses
Bonchester cheese	<i>Бончестер чіз</i>	Cheeses
Buxton blue	<i>Бокстон блю</i>	Cheeses
Dorset Blue Cheese	<i>Дорсет блю чіз</i>	Cheeses
Dovedale cheese	<i>Довдейл чіз</i>	Cheeses
Exmoor Blue Cheese	<i>Ексмур блю чіз</i>	Cheeses
Single Gloucester	<i>Сінгл Глостер</i>	Cheeses
Staffordshire Cheese	<i>Стаффордшир чіз</i>	Cheeses
Swaledale cheese/Swalédale ewes' cheese	<i>Свалдейл чіз/Свалдейл юз чіз</i>	Cheeses
Teviotdale Cheese	<i>Тівіотдейл чіз</i>	Cheeses
West Country farmhouse Cheddar cheese	<i>Уест каунтрі фармгауз Чеддар чіз</i>	Cheeses
White Stilton cheese/Blue Stilton cheese	<i>Уайт Стілтон чіз/Блю Стілтон чіз</i>	Cheeses
Melton Mowbray Pork Pie	<i>Мелтон Мобрей порк пай</i>	Meat products (cooked, salted, smoked, etc.) - pork pie
Cornish Clotted Cream	<i>Корніш клоттед крім</i>	Dairy products (cream)
Jersey Royal potatoes	<i>Джерсі Роял потейтос</i>	Vegetables - potatoes
Arbroath Smokies	<i>Арброт Смокіс</i>	Fish
Scottish Farmed Salmon	<i>Скоттіш фармд самон</i>	Fish
Whitstable oysters	<i>Уйтстебл ойстерс</i>	Molluscs (oyster)
Gloucestershire cider/perry	<i>Глостершиер сайдер/пєррі</i>	Cider/perry
Herefordshire cider/perry	<i>Гертфордшиер сайдер/ пєррі</i>	Cider/perry
Worcestershire cider/perry	<i>Вустершир сайдер/ пєррі</i>	Cider/perry
Kentish ale and Kentish strong ale	<i>Кентіш ейл енд Кентіш стронг ейл</i>	Beers
Rutland Bitter	<i>Ратленд Біттер</i>	Beers

ANNEX XVII-D

ANNEX XVII-D to Chapter 9 GEOGRAPHICAL INDICATIONS OF WINES, AROMATISED WINES AND SPIRIT DRINKS AS REFERRED TO IN ARTICLES 192(3) AND 192(4) OF THIS AGREEMENT

PART A

Geographical indications for wines and aromatised wines of the United Kingdom
to be protected in Ukraine

Name to be protected	Transcription into Ukrainian characters
English Vineyards	Інґліш вінґярдс
Welsh Vineyards	Уелш вінґярдс
England whether or not substituted by Berkshire	Інґланд whether or not substituted by Баркшир
England whether or not substituted by Buckinghamshire	Інґланд whether or not substituted by Бакінґґамшир
England whether or not substituted by Cheshire	Інґланд whether or not substituted by Чешир
England whether or not substituted by Cornwall	Інґланд whether or not substituted by Корнуол
England whether or not substituted by Derbyshire	Інґланд whether or not substituted by Дарбішир
England whether or not substituted by Devon	Інґланд whether or not substituted by Девон
England whether or not substituted by Dorset	Інґланд whether or not substituted by Дорсет
England whether or not substituted by East Anglia	Інґланд whether or not substituted by Іст Англія
England whether or not substituted by Gloucestershire	Інґланд whether or not substituted by Ґлостершир
England whether or not substituted by Hampshire	Інґланд whether or not substituted by Гемпшир
England whether or not substituted by Herefordshire	Інґланд whether or not substituted by Герефордшир
England whether or not substituted by Isle of Wight	Інґланд whether or not substituted by Айл оф Уайт
England whether or not substituted by Isles of Scilly	Інґланд whether or not substituted by Айлс оф Сіллі
England whether or not substituted by Kent	Інґланд whether or not substituted by Кент
England whether or not substituted by Lancashire	Інґланд whether or not substituted by Ланкашир
England whether or not substituted by Leicestershire	Інґланд whether or not substituted by Лестершир
England whether or not substituted by Lincolnshire	Інґланд whether or not substituted by Лінкольншир
England whether or not substituted by Northamptonshire	Інґланд whether or not substituted by Нортґемптоншир
England whether or not substituted by Nottinghamshire	Інґланд whether or not substituted by Ноттінґемшир
England whether or not substituted by Oxfordshire	Інґланд whether or not substituted by Оксфордшир
England whether or not substituted by Rutland	Інґланд whether or not substituted by Ратланд
England whether or not substituted by Shropshire	Інґланд whether or not substituted by Шропшир
England whether or not substituted by Somerset	Інґланд whether or not substituted by Сомерсет
England whether or not substituted by Staffordshire	Інґланд whether or not substituted by Стаффордшир

Name to be protected	Transcription into Ukrainian characters
England whether or not substituted by Surrey	Інґланд whether or not substituted by Сарреј
England whether or not substituted by Sussex	Інґланд whether or not substituted by Сассекс
England whether or not substituted by Warwickshire	Інґланд whether or not substituted by Ворікшир
England whether or not substituted by West Midlands	Інґланд whether or not substituted by Уест Мідлендс
England whether or not substituted by Wiltshire	Інґланд whether or not substituted by Уїлтшир
England whether or not substituted by Worcestershire	Інґланд whether or not substituted by Вустершир
England whether or not substituted by Yorkshire	Інґланд whether or not substituted by Йоркшир
Wales whether or not substituted by Cardiff	Уелс whether or not substituted by Кардіфф
Wales whether or not substituted by Cardiganshire	Уелс whether or not substituted by Кардіганшир
Wales whether or not substituted by Carmarthenshire	Уелс whether or not substituted by Кармартеншир
Wales whether or not substituted by Denbighshire	Уелс whether or not substituted by Денбіґшир
Wales whether or not substituted by Gwynedd	Уелс whether or not substituted by Ѓвінет
Wales whether or not substituted by Monmouthshire	Уелс whether or not substituted by Монмутшир
Wales whether or not substituted by Newport	Уелс whether or not substituted by Ньюпорт
Wales whether or not substituted by Pembrokeshire	Уелс whether or not substituted by Пембрукшир
Wales whether or not substituted by Rhondda Cynon Taf	Уелс whether or not substituted by Ронда Кайнон Таф
Wales whether or not substituted by Swansea	Уелс whether or not substituted by Свонзі
Wales whether or not substituted by The Vale of Glamorgan	Уелс whether or not substituted by Вейл оф Ґламорган
Wales whether or not substituted by Wrexham	Уелс whether or not substituted by Рексем

Geographical indications for wines of Ukraine to be protected in the United Kingdom

Name to be protected	Transcription into Latin characters
Сонячна Долина	Soniachna Dolyna (Soniachna Dolina)
Новий Світ	Novyj Svit (Novy Svet)

PART B

Geographical indications for spirit drinks of the United Kingdom to be protected in Ukraine

Name to be protected	Transcription into Ukrainian characters
Scotch Whisky	Скотч уіскі
Irish Whiskey / Uisce Beatha Eireannach / Irish Whisky ¹	Айріш Уіскі / Ішке Баха Ееренок / Айріш Уіскі
Irish Cream ²	Айріш Крім
Irish Poteen / Irish Póitín ³	Айріш Потін / Айріш Почін

Common Declaration on the right to use certain names

Ukraine reserves the right to use, in the course of trade, certain names that are either name of geographical areas on its territory, such as:

- Шарин,
- Добрушине,
- Тарнава,
- Карпатські (карпатський),
- Троян,
- Бистриця,
- Марамуреш,
- Боровичі,
- Оріховець,
- Самбір
- Брестів
- Переяславське
- Віднів
- Вербиця
- Драгово
- Карлівка
- Лозниця
- Люблинець
- Мельники
- Загора
- Нове село
- Русів
- Слов'янськ
- Сливине
- Чорноморський район

¹ The geographical indication Irish Whiskey/ Uisce Beatha Eireannach/Irish Whisky covers whisky/whiskey produced in Ireland and Northern Ireland.

² The geographical indication Irish Cream covers the corresponding liqueur produced in Ireland and Northern Ireland.

³ The geographical indication "Irish Poteen/Irish Póitín" covers the corresponding spirit drink produced in Ireland and Northern Ireland.

- Болярка
- Чехи
- Мельнич
- Мельниця
- Коса
- Коси
- Македони
- Кропи
- Аркадія
- Іонине
- Коропи
- Маркопіль
- Мартини
- Шампанія,
- Пила
- Бурдей
- Кодак
- Мелені
- Корна
- Брем
- Лядова
- Романів
- Вільне
- Шарин
- Ірпінь
- Рені
- Славута
- Красногірка
- Їжаківка
- Тиха
- Земляне
- Таврія
- Созань
- Баба-Даг
- Біла Криниця
- Долинська
- Приморськ
- Приморське
- Приморський
- Дунайсько
- Стреків (стреківський)
- Карпати
- Карпати Вербовець (вербовецький)
- Карпати Тарнавка (тарнавський)
- Карпати Долинне, Долинка
- Карпати Ступаківка (ступаківський)
- Карпати Загора (загорський)

- Житані (житанський)
- Врубівський
- Теково (теківський)
- Радошинка
- Філянівка (філянівський)
- Гонтівка (гонтівський)
- Вінниця (вінницький)
- Велика Тур'я
- Мала Тур'я
- Нове Місто
- Черняхів
- Михайлівка (михайлівський)
- Молдовка (молдовський)
- Галичина (Галичина)

or common names in the Ukrainian language:

Med; eng. honey (diminutive: Medok)

Kawa ; eng. Coffee

in accordance with the provisions of Sub-section 3 (Geographical Indications) of the Chapter 9 (Intellectual Property) of Title IV of this Agreement, and in particular in accordance with Article 194 (Scope of protection of geographical indications) thereof.

Common declaration on "Karop"

Ukraine may continue to use the name "Karop" on its own territory for a Ukrainian fortified wine, produced according to the main specifications here below:

- produced from local grapes and must,
- fermentation stopped by addition of ethyl alcohol,
- alcohol content of the final product 15 - 17 % vol.alc.,
- sugar content of the final product 140 - 200 g/l.

ANNEX XVIII

ANNEX XVIII to Chapter 10 GLOSSARY OF TERMS

The following glossary is intended to illustrate the meaning of certain terms used in Chapter 10 (Competition) of Title IV of this Agreement. This glossary is not legally binding and remains without prejudice to the provisions included in this Chapter.

- (a) Service of general economic interest ("SGEI"): This means economic activities that public authorities identify as being of particular importance to citizens and that would not be supplied (or would be supplied under different conditions) if there was no public intervention. The activity must exhibit special characteristics as compared with the general economic interest of other economic activities.
 - (b) Public undertakings: Any undertaking over which the public authorities may exercise directly or indirectly a dominant influence by virtue of their ownership of it, their financial participation therein, or the rules which govern it.
 - (c) Exclusive rights: These are rights that are granted by the United Kingdom or Ukraine to one undertaking through any legislative, regulatory or administrative instrument, reserving it the right to provide a service or undertake an activity within a given geographical area.
 - (d) Special rights: These are rights that are granted by the United Kingdom or Ukraine to a limited number of undertakings which, within a given geographical area, and otherwise than according to objective, proportional and non-discriminatory criteria,
 - limit to two or more the number of such undertakings authorised to provide a service or undertake an activity, or
 - designate several competing undertakings as being authorised to provide a service or undertake an activity, or
 - confer on any undertaking or undertakings any legal or regulatory advantages which substantially affect the ability of any other undertaking to provide the same service or to operate the same activity in the same geographical area under substantially equivalent conditions.
 - (e) State monopoly of commercial character: State monopolies of a commercial character are monopolies through which the national, regional or local authorities or other public bodies of any kind of a Party are in a position, in law or in fact, to supervise, determine or appreciably influence, either directly or indirectly, imports or exports between the Parties. The provisions in this Agreement regarding State monopolies of a commercial character apply likewise to monopolies delegated by the Parties.
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ANNEX XIX

ANNEX XIX to Chapter 14 RULES OF PROCEDURE FOR DISPUTE SETTLEMENT

GENERAL PROVISIONS

1. In Chapter 14 (Dispute Settlement) of Title IV of this Agreement and under these rules:

"adviser" means a person retained by a Party to advise or assist that Party in connection with the arbitration panel proceeding;

"arbitration panel" means a panel established under Article 293 of this Agreement;

"arbitrator" means a member of an arbitration panel established under Article 293 of this Agreement;

"assistant" means a person who, under the terms of appointment of an arbitrator conducts research or provides assistance to the arbitrator;

"complaining Party" means any Party that requests the establishment of an arbitration panel under Article 292 of this Agreement;

"expert" means an individual who provides specialist information, opinion or advice;

"staff", in respect of an arbitrator or mediator, means persons under the direction and control of the arbitrator or mediator, other than assistants;

"Party complained against" means the Party that is alleged to have acted inconsistently with this Agreement;

"representative of a Party" means an employee or any person appointed by a government department or agency or any other public entity of a Party, who represents the Party for the purposes of a dispute under this Agreement;

"day" means a calendar day.

2. The Party complained against shall be in charge of the logistical administration of dispute settlement proceedings, in particular the organisation of hearings, unless otherwise agreed. However, both Parties shall share the expenses derived from organisational matters, including the remuneration and expenses of the arbitrators and any general expenses customarily incurred by the routine functioning of the arbitration panel.

NOTIFICATIONS

3. The Parties and the arbitration panel shall transmit any request, notice, written

submission or other document by delivery against receipt, registered post, courier, facsimile transmission, telex, telegram or any other means of telecommunication that provides a record of the sending thereof.

4. A Party shall provide a copy of each of its written submissions to the other Party and to each of the arbitrators. A copy of the document shall also be provided in electronic format.

5. All notifications, including requests for consultations, shall be addressed to the Ministry of Economic Development and Trade of Ukraine, Ministry of Foreign Affairs of Ukraine, the Department for International Trade of United Kingdom and the successors of the aforementioned departments, respectively.

6. Minor errors of a clerical nature in any request, notice, written submission or other document related to the arbitration panel proceeding may be corrected by delivery of a new document clearly indicating the changes.

7. If the last day for delivery of a document falls on a legal holiday of Ukraine or of the institutions of the United Kingdom, the document may be delivered on the next business day.

COMMENCING THE ARBITRATION

8. Unless the Parties agree otherwise, they shall meet the arbitration panel within seven days of its establishment in order to determine such matters that the Parties or the arbitration panel deem appropriate, including the remuneration and expenses to be paid to the arbitrators, which will be in accordance with WTO standards.

INITIAL SUBMISSIONS

9. The complaining Party shall deliver its initial written submission no later than 20 days after the date of establishment of the arbitration panel. The Party complained against shall deliver its written counter-submission no later than 20 days after the date of delivery of the initial written submission.

WORKING OF ARBITRATION PANELS

10. The chairperson of the arbitration panel shall preside at all its meetings. An arbitration panel may delegate to the chairperson authority to make administrative and procedural decisions.

11. Unless otherwise provided in this Agreement and without prejudice to paragraph 24, the arbitration panel may conduct its activities by any means, including telephone, facsimile transmissions or computer links.

12. Only arbitrators may take part in the panel deliberations of the arbitration panel, but the arbitration panel may permit its assistants, administrative staff, interpreters, translators and court reporters to be present at its deliberations.

13. The drafting of any ruling shall remain the exclusive responsibility of the arbitration panel and shall not be delegated.

14. Where a procedural question arises which is not covered by the provisions of this Agreement and its annexes, an arbitration panel may adopt any appropriate procedure provided that the procedure ensures equal treatment between the Parties and is compatible with the provisions of this Agreement and its annexes.

15. When the arbitration panel considers that there is a need to modify any time limit applicable in the proceedings or to make any other procedural or administrative adjustment, it shall inform the Parties in writing of the reasons for the change or adjustment and of the period or adjustment needed. The time limits of Article 296(2) of this Agreement shall not be modified without the agreement of the Parties.

REPLACEMENT

16. If an arbitrator is unable to participate in the proceeding, withdraws, or must be replaced, a replacement shall be selected in accordance with Article 293(3) and (4) of this Agreement.

17. Where a Party considers that an arbitrator does not comply with the requirements of the Code of Conduct and for this reason should be replaced, this Party should notify the other Party within 15 days from the time at which it came to know of the circumstances underlying the arbitrator's violation of the Code of Conduct.

18. a) Where a Party considers that an arbitrator other than the chairperson does not comply with the requirements of the Code of Conduct, the Parties shall consult and, if they so agree, replace the arbitrator by selecting a replacement following the procedure set out in Article 293(3) and (4) of this Agreement.

b) If the Parties fail to agree on the need to replace an arbitrator, any Party may request that such matter be referred to the chairperson of the arbitration panel, whose decision shall be final.

c) If, pursuant to such a request, the chairperson finds that an arbitrator does not comply with the requirements of the Code of Conduct, she or he shall select a new arbitrator by lot among the pool of individuals referred to under Article 308(1) of this Agreement of which the original arbitrator was a Member. If the original arbitrator was chosen by the Parties pursuant to Article 293(2) of this Agreement, the replacement shall be selected by lot among the pools of individuals that have been proposed by the complaining Party and by the Party complained against under Article 308(1) of this Agreement. The selection of the new arbitrator shall be done in the presence of the Parties and within five days of the date of the submission of the request to the chairperson of the arbitration panel.

19. a) Where a Party considers that the chairperson of the arbitration panel does not comply with the requirements of the Code of Conduct, the Parties shall consult and, if they so agree, replace the chairperson by selecting a replacement following the

procedure set out in Article 293(3) and (4) of this Agreement.

- b) If the Parties fail to agree on the need to replace the chairperson, any Party may request that such matter be referred to one of the remaining members of the pool of individuals selected to act as chairpersons under Article 308(1) of this Agreement. Her or his name shall be drawn by lot, in the presence of the Parties, by the chair of the Trade Committee, or the chair's delegate. The decision by this person on the need to replace the chairperson shall be final.
- c) If this person decides that the original chairperson does not comply with the requirements of the Code of Conduct, she or he shall select a new chairperson by lot among the remaining pool of individuals referred to under Article 308(1) of this Agreement who may act as chairpersons. This selection of the new chairperson shall be done in the presence of the Parties and within five days of the date of the submission of the request referred to in this paragraph.

20. The arbitration panel proceedings shall be suspended for the period taken to carry out the procedures provided for in paragraphs 16, 17, 18 and 19.

HEARINGS

21. The chairperson shall fix the date and time of the hearing in consultation with the Parties and the other members of the arbitration panel, and confirm this in writing to the Parties. This information shall also be made publicly available by the Party in charge of the logistical administration of the proceedings unless the hearing is closed to the public. Unless the Parties disagree, the arbitration panel may decide not to convene a hearing.

22. Unless the Parties agree otherwise, the hearing shall be held in London if the complaining Party is Ukraine and in Kyiv if the complaining Party is the United Kingdom.

23. The arbitration panel may convene additional hearings if the Parties so agree.

24. All arbitrators shall be present during the entirety of any hearing.

25. The following persons may attend the hearing, irrespective of whether the hearing is closed to the public or not:

- (a) representatives of the Parties;
- (b) advisers to the Parties;
- (c) administrative staff, interpreters, translators and court reporters; and
- (d) arbitrators' assistants.

Only the representatives and advisers of the Parties may address the arbitration panel.

26. No later than five days before the date of a hearing, each Party shall deliver to the arbitration panel a list of the names of persons who will make oral arguments at the hearing on behalf of that Party and of other representatives or advisers who will be attending the hearing.

27. The hearings of the arbitration panels shall be open to the public, unless the Parties decide that the hearings shall be partially or completely closed to the public. However, the arbitration panel shall meet in closed session when the submission and arguments of a Party contain confidential information.

28. The arbitration panel shall conduct the hearing in the following manner, ensuring that the complaining Party and the Party complained against are afforded equal time:

Argument

- (a) argument of the complaining Party
- (b) argument of the Party complained against

Rebuttal Argument

- (a) argument of the complaining Party
- (b) counter-reply of the Party complained against

29. The arbitration panel may direct questions to either Party at any time during the hearing.

30. The arbitration panel shall arrange for a transcript of each hearing to be prepared and delivered as soon as possible to the Parties. The costs of making the record and the cost of transcription and copying shall be borne equally by the Parties.

31. Each Party may deliver a supplementary written submission concerning any matter that arose during the hearing within 10 days of the date of the hearing.

QUESTIONS IN WRITING

32. The arbitration panel may at any time during the proceedings address questions in writing to one or both Parties. Each of the Parties shall receive a copy of any questions put by the arbitration panel.

33. A Party shall provide a copy of its written response to the arbitration panel's questions to the other Party. Each Party shall be given the opportunity to provide written comments on the other Party's reply within five days of the date of delivery.

CONFIDENTIALITY

34. The Parties and their advisers shall maintain the confidentiality of the arbitration panel hearings where the hearings are held in closed session, in accordance with paragraph 27. Each

Party and its advisers shall treat as confidential any information submitted by a Party ("the submitting party") to the arbitration panel or to the other Party which the submitting Party has designated as confidential. Where a Party submits a confidential version of its written submissions to the arbitration panel, it shall also, upon request of the other Party, provide a non-confidential summary of the information contained in its submissions that could be disclosed to the public no later than 15 days after the date of either the request or the submission, whichever is later. Nothing in these rules shall preclude a Party from disclosing statements of its own positions to the public to the extent that they do not contain confidential information.

EX PARTE CONTACTS

35. The arbitration panel shall not meet or contact a Party in the absence of the other Party.

36. No member of the arbitration panel may discuss any aspect of the subject matter of the proceedings with one Party or both Parties in the absence of the other arbitrators.

AMICUS CURIAE SUBMISSIONS

37. Unless the Parties agree otherwise within three days of the date of the establishment of the arbitration panel, the arbitration panel may receive unsolicited written submissions from interested natural or legal persons established in the territories of the Parties, provided that they are made within 30 days of the date of the establishment of the arbitration panel, that they are concise, including any annexes, and that they are directly relevant to the factual and legal issues under consideration by the arbitration panel. The arbitration panel may decide to impose a page limit on such submissions.

38. The submission shall contain a description of the person making the submission, whether natural or legal, including its place of establishment, the nature of its activities and the source of its financing, and specify the nature of the interest that the person has in the arbitration proceeding.

39. The arbitration panel shall list in its ruling all the submissions it has received that conform to the above rules. The arbitration panel shall not be obliged to address in its ruling the factual or legal arguments made in such submissions. Any submission obtained by the arbitration panel under this rule shall be submitted to the Parties for their comments.

URGENT CASES

40. In cases of urgency referred to in Article 296(2) of this Agreement, the arbitration panel shall adjust the time limits referred to in these rules as appropriate.

TRANSLATION AND INTERPRETATION

41. During the consultations referred to in Article 291 of this Agreement, and no later than the meeting referred to in paragraph 8 of these Rules of Procedure, the Parties shall endeavour to agree on a common working language for the proceedings before the arbitration panel.

42. If the Parties are unable to agree on a common working language, each Party shall expeditiously arrange for and bear the costs of the translation of its written submissions into the language chosen by the other Party and the Party complained against shall arrange for the interpretation of oral submissions into the languages chosen by the Parties.

43. Arbitration panel rulings shall be notified in the language or languages chosen by the Parties.

44. The costs incurred for translation of an arbitration ruling shall be borne equally by the Parties.

45. Any Party may provide comments on any translated version of a document drawn up in accordance with these rules.

CALCULATION OF TIME-LIMITS

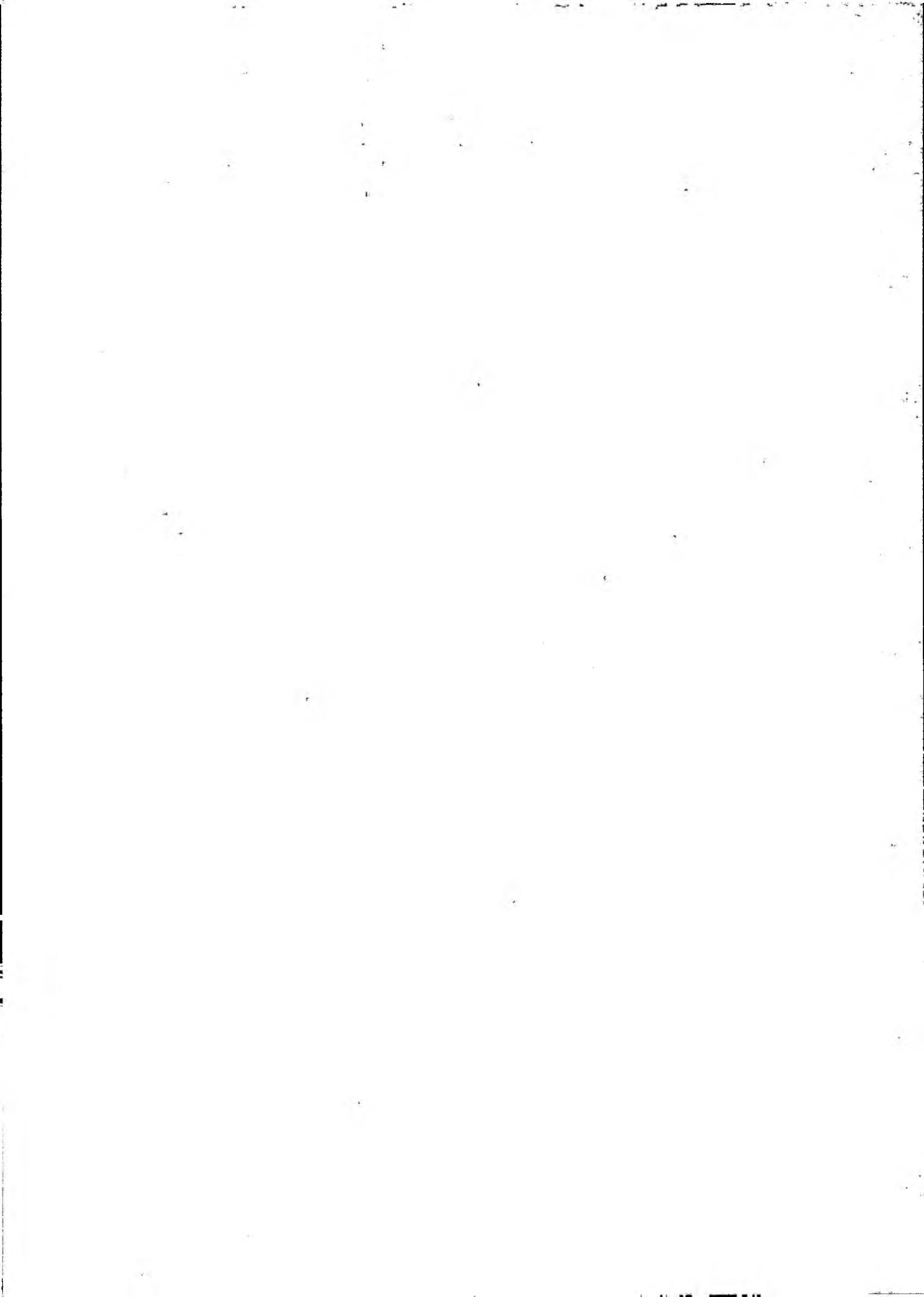
46. Where, by reason of the application of paragraph 7 of these Rules of Procedure, a Party receives a document on a date other than the date on which this document is received by the other Party, any period of time that is calculated on the basis of the date of receipt of that document shall be calculated from the latter date of receipt of that document.

OTHER PROCEDURES

47. These Rules of Procedure are also applicable to procedures established under Article 298(2), Article 299(2), Article 301(3) and Article 302(2) of this Agreement. However, the time-limits laid down in these Rules of Procedure shall be adjusted in line with the special time-limits provided for the adoption of a ruling by the arbitration panel in those other procedures.

EXPENSES

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



ANNEX XX

ANNEX XX to Chapter 15 CODE OF CONDUCT FOR MEMBERS OF ARBITRATION PANELS AND MEDIATORS

Definitions

1. In this Code of Conduct:

- (a) "arbitrator" means a member of an arbitration panel established under Article 293 of this Agreement;
- (b) "mediator" means a person who conducts a mediation procedure in accordance with Chapter 15 (Mediation Mechanism) of Title IV;
- (c) "candidate" means an individual whose name is on the list of arbitrators referred to in Article 308 of this Agreement and who is under consideration for selection as a member of an arbitration panel under Article 293 of this Agreement;
- (d) "assistant" means a person who, under the terms of appointment of an arbitrator or mediator, conducts research or provides assistance to the arbitrator or mediator;
- (e) "proceeding", unless otherwise specified, means an arbitration panel or mediation proceeding under this Agreement;
- (f) "staff", in respect of an arbitrator or mediator, means persons under the direction and control of the arbitrator or mediator, other than assistants.

Responsibilities to the process

2. Every candidate and arbitrator or mediator shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement mechanism is preserved. Former candidates, arbitrators or mediators must comply with the obligations established in paragraphs 15, 16, 17 and 18 of this Code of Conduct.

Disclosure obligations

3. Prior to confirmation of her or his selection as an arbitrator or as a mediator under this Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of

impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

4. A candidate, arbitrator or mediator shall communicate matters concerning actual or potential violations of this Code of Conduct only to the Trade Committee for consideration by the Parties.

5. Once selected, an arbitrator or mediator shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in paragraph 3 of this Code of Conduct and shall disclose them. The disclosure obligation is a continuing duty which requires an arbitrator or mediator to disclose any such interests, relationships or matters that may arise during any stage of the proceeding. The member shall disclose such interests, relationships or matters by informing the Trade Committee, in writing, for consideration by the Parties.

Duties of arbitrators or mediators

6. Upon selection an arbitrator or mediator shall perform her or his duties thoroughly and expeditiously throughout the course of the proceeding, and with fairness and diligence.

7. An arbitrator or mediator shall consider only those issues raised in the proceeding and necessary for a ruling and shall not delegate this duty to any other person.

8. An arbitrator or mediator shall take all appropriate steps to ensure that his or her assistants and staff are aware of, and comply with, paragraphs 2, 3, 4, 5, 16, 17 and 18 of this Code of Conduct.

9. Without prejudice to Article 315 of this Agreement, an arbitrator or mediator shall not engage in ex parte contacts concerning the proceeding.

Independence and impartiality of arbitrators or mediators

10. An arbitrator or mediator must be independent and impartial and avoid creating an appearance of impropriety or bias and shall not be influenced by self-interest, outside pressure, political considerations, public clamour, and loyalty to a Party or fear of criticism.

11. An arbitrator or mediator shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of her or his duties.

12. An arbitrator or mediator may not use her or his position on the arbitration panel to advance any personal or private interests and shall avoid actions that may create the impression that others are in a special position to influence her or him.

13. An arbitrator or mediator may not allow financial, business, professional, family or social relationships or responsibilities to influence her or his conduct or judgement.

14. An arbitrator or mediator must avoid entering into any relationship or acquiring any financial interest that is likely to affect her or his impartiality or that might reasonably create an appearance of impropriety or bias.

Obligations of former arbitrators or mediators

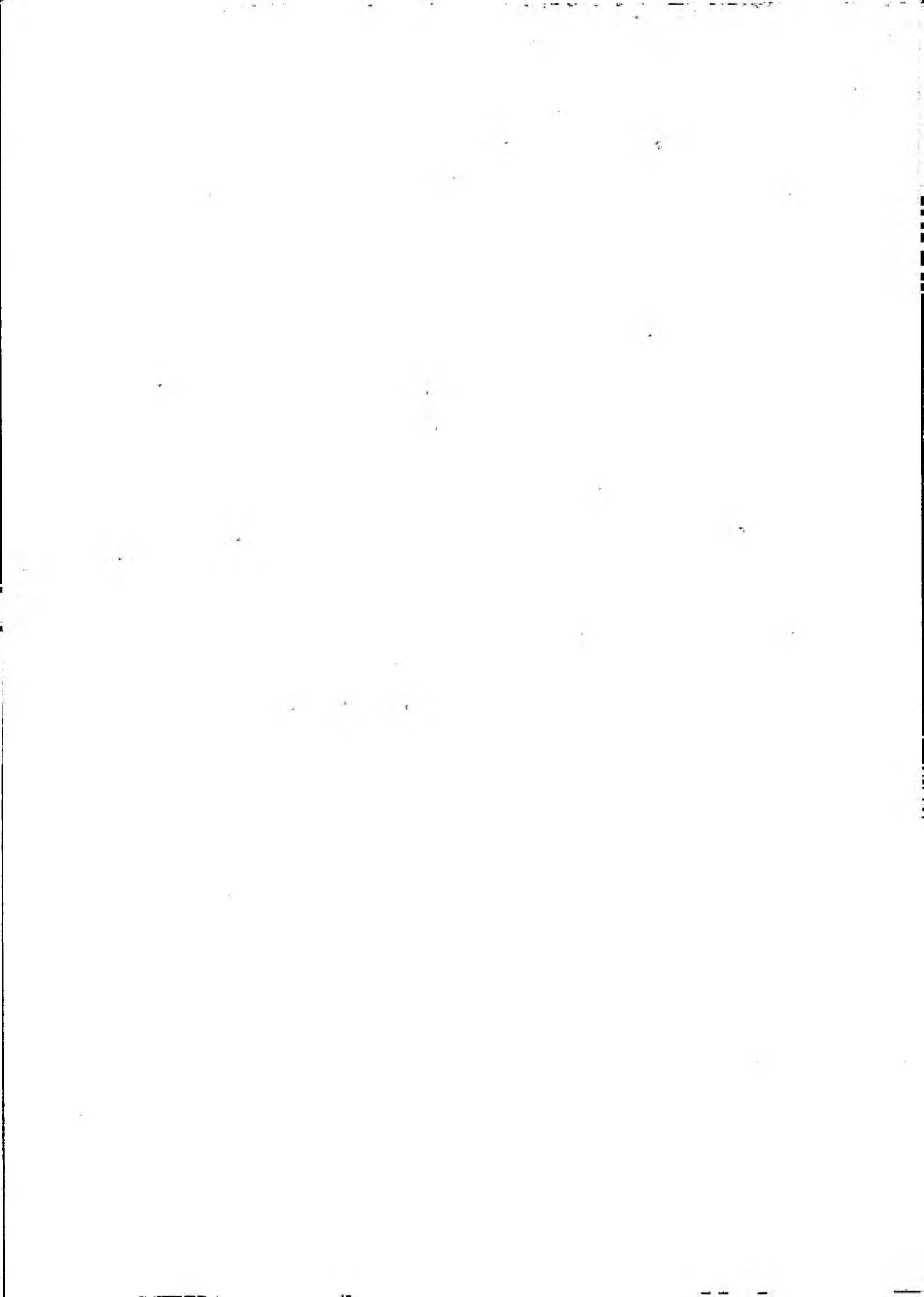
15. All former arbitrators or mediators must avoid actions that may create the appearance that they were biased in carrying out their duties or derived advantage from any decision or ruling of the arbitration panel or from an advisory opinion.

Confidentiality

16. No arbitrator or mediator or former arbitrator or mediator shall at any time disclose or use any non-public information concerning a proceeding or acquired during a proceeding except for the purposes of that proceeding and shall not, in any case, disclose or use any such information to gain personal advantage or advantage for others or to adversely affect the interest of others.

17. An arbitrator shall not disclose an arbitration panel ruling or parts thereof prior to its publication in accordance with this Agreement.

18. An arbitrator or former arbitrator shall not at any time disclose the deliberations of an arbitration panel, or any arbitrator's views.



PROTOCOL I
CONCERNING THE DEFINITION OF THE CONCEPT OF
"ORIGINATING PRODUCTS" AND
METHODS OF ADMINISTRATIVE CO-OPERATION

TITLE I
GENERAL PROVISIONS

ARTICLE 1
Definitions

For the purposes of this Protocol:

- (a) 'manufacture' means any kind of working or processing including assembly or specific operations;
- (b) 'material' means any ingredient, raw material, component or part, etc., used in the manufacture of a product;
- (c) 'product' means a product being manufactured, even if it is intended for later use in another manufacturing operation;
- (d) 'goods' means both materials and products;
- (e) 'customs value' means the value as determined in accordance with the Agreement on implementation of Article VII of the General Agreement on Tariffs and Trade 1994;
- (f) 'ex-works price' means the price paid for the product ex works to the manufacturer in the United Kingdom or Ukraine in whose undertaking the last working or processing is carried out, provided the price includes the value of all the materials used, minus any internal taxes which are, or may be, repaid when the product obtained is exported;
- (g) 'value of materials' means the customs value at the time of importation of the non-originating materials used, or, if this is not known and cannot be ascertained, the first ascertainable price paid for the materials in the United Kingdom or in Ukraine;
- (h) 'value of originating materials' means the value of such materials as defined in (g) applied *mutatis mutandis*;
- (i) 'value added' means the ex-works price minus the customs value of each of the materials incorporated which originate in the other countries referred to in Articles 3 and 4 with which cumulation is applicable or, where the customs value is not known or cannot be ascertained, the first ascertainable price paid for the materials in the United Kingdom or in Ukraine;
- (j) 'chapters' and 'headings' mean the chapters and the headings (four-digit codes) used in the nomenclature which makes up the Harmonised Commodity Description and Coding System, referred to in this Protocol as 'the Harmonised System' or 'HS';

- (k) 'classified' refers to the classification of a product or material under a particular heading;
- (l) 'consignment' means products which are either sent simultaneously from one exporter to one consignee or covered by a single transport document covering their shipment from the exporter to the consignee or, in the absence of such a document, by a single invoice;
- (m) 'territories' includes territorial waters;
- (n) 'Incorporated Annexes I to IV b' mean Annexes I to IV b of Appendix I to the Regional Convention on pan-Euro-Mediterranean preferential rules of origin¹, as those Annexes are incorporated by Article 39 of this Protocol.

TITLE II

DEFINITION OF THE CONCEPT OF 'ORIGINATING PRODUCTS'

ARTICLE 2

General requirements

1. For the purpose of implementing this Agreement, the following products shall be considered as originating in the United Kingdom:
 - (a) products wholly obtained in the United Kingdom within the meaning of Article 5 of this Protocol;
 - (b) products obtained in the United Kingdom incorporating materials which have not been wholly obtained there, provided that such materials have undergone sufficient working or processing in the United Kingdom within the meaning of Article 6 of this Protocol.

2. For the purpose of implementing this Agreement, the following products shall be considered as originating in Ukraine:
 - (a) products wholly obtained in Ukraine within the meaning of Article 5 of this Protocol;
 - (b) products obtained in Ukraine incorporating materials which have not been wholly obtained there, provided that such materials have undergone sufficient working or processing in Ukraine within the meaning of Article 6 of this Protocol.

ARTICLE 3

¹ References to the text of Regional Convention on pan-Euro-Mediterranean preferential rules of origin shall be taken to mean the Regional Convention on Pan-Euro-Mediterranean preferential rules of origin as at the date this Agreement is signed.

Cumulation in the United Kingdom

1. Without prejudice to the provisions of Article 2(1), products shall be considered as originating in the United Kingdom, if they are obtained there, incorporating materials originating in Switzerland (including Liechtenstein)², Iceland, Norway, Turkey or the European Union, provided that the working or processing carried out in the United Kingdom goes beyond the operations referred to in Article 7. It shall not be necessary for such materials to have undergone sufficient working or processing.

2. Without prejudice to the provisions of Article 2(1), products shall be considered as originating in the United Kingdom if they are obtained there, incorporating materials originating in Ukraine or any of the 'Contracting Parties'³ (other than those referred to in paragraph 1 of this Article) to the Regional Convention on Pan-Euro-Mediterranean preferential rules of origin, provided that the working or processing carried out in the United Kingdom goes beyond the operations referred to in Article 7. It shall not be necessary for such materials to have undergone sufficient working or processing.

3. Without prejudice to the provisions of Article 2(1), working or processing carried out in Iceland, Norway, or the European Union, shall be considered as having been carried out in the United Kingdom when the products obtained undergo subsequent working or processing in the United Kingdom that goes beyond the operations referred to in Article 7.

4. For cumulation provided in paragraphs 1 and 2, where the working or processing carried out in the United Kingdom does not go beyond the operations referred to in Article 7, the product obtained shall be considered as originating in the United Kingdom only where the value added there is greater than the value of the materials used that are originating in any of the other countries. If this is not so, the product obtained shall be considered as originating in the country which accounts for the highest value of originating materials used in the manufacture in the United Kingdom.

5. For cumulation provided in paragraph 3, where the working or processing carried out in the United Kingdom does not go beyond the operation referred to in Article 7, the product obtained shall be considered as originating in the United Kingdom only where the value added there is greater than the value added in any of the other countries.

6. Products originating in the countries referred to in paragraphs 1 and 2, which do not undergo any working or processing in the United Kingdom retain their origin if exported into one of these countries.

² Due to the Customs Treaty between Liechtenstein and Switzerland, products originating in Liechtenstein are considered as originating in Switzerland.

³ As defined in the Regional Convention on Pan-Euro-Mediterranean preferential rules of origin as at the date this Agreement is signed.

7. (a) The cumulation provided for in this Article in respect of the European Union may be applied provided that:

- i. the United Kingdom, Ukraine and the European Union have arrangements on administrative cooperation which ensure a correct implementation of this Article;
- ii. materials and products have acquired originating status by the application of rules of origin identical to those in this Protocol; and

notices indicating the fulfilment of the necessary requirements to apply cumulation have been published by the Parties.

(b) Except as provided for in paragraph 7(a), the cumulation provided for in this Article may be applied provided that:

- i. a preferential trade agreement in accordance with Article XXIV of the General Agreement on Tariffs and Trade 1994 ("GATT 1994") is applicable between the countries involved in the acquisition of the originating status and the country of destination;
- ii. materials and products have acquired originating status by the application of rules of origin identical to those in this Protocol; and
- iii. notices indicating the fulfilment of the necessary requirements to apply cumulation have been published by the Parties.

8. The United Kingdom shall provide Ukraine with details of the agreements or arrangements including their dates of entry into force, and their corresponding rules of origin, which are applied with the other countries referred to in paragraphs 1 and 2.

ARTICLE 4

Cumulation in Ukraine

1. Without prejudice to the provisions of Article 2(2), products shall be considered as originating in Ukraine, if they are obtained there, incorporating materials originating in the United Kingdom, Switzerland (including Liechtenstein), Iceland, Norway, Turkey or the European Union, provided that the working or processing carried out in Ukraine goes beyond the operations referred to in Article 7. It shall not be necessary for such materials to have undergone sufficient working or processing.

2. Without prejudice to the provisions of Article 2(2), products shall be considered as originating in Ukraine if they are obtained there, incorporating materials originating in any of the 'Contracting Parties'⁴ (other than those referred to in paragraph 1 of this Article) to the Regional Convention on Pan-Euro-Mediterranean preferential rules of origin, provided that the working or processing carried out in Ukraine goes beyond the

⁴ As defined in the Regional Convention on Pan-Euro-Mediterranean preferential rules of origin as at the date this Agreement is signed.

operations referred to in Article 7. It shall not be necessary for such materials to have undergone sufficient working or processing.

3. Where the working or processing carried out in Ukraine does not go beyond the operations referred to in Article 7, the product obtained shall be considered as originating in Ukraine only where the value added there is greater than the value of the materials used that are originating in any of the other countries referred to in paragraphs 1 and 2. If this is not so, the product obtained shall be considered as originating in the country which accounts for the highest value of originating materials used in the manufacture in Ukraine.

4. Products originating in the countries referred to in paragraphs 1 and 2, which do not undergo any working or processing in Ukraine, retain their origin if exported into one of these countries.

5. (a) The cumulation provided for in this Article in respect of the European Union may be applied provided that:

- i. the United Kingdom, Ukraine and the European Union have arrangements on administrative cooperation which ensure a correct implementation of this Article;
- ii. materials and products have acquired originating status by the application of rules of origin identical to those in this Protocol; and
- iii. notices indicating the fulfilment of the necessary requirements to apply cumulation have been published by the Parties.

(b) Except as provided for in paragraph 5(a), the cumulation provided for in this Article may be applied provided that:

- i. a preferential trade agreement in accordance with Article XXIV of the GATT 1994 is applicable between the countries involved in the acquisition of the originating status and the country of destination;
- ii. materials and products have acquired originating status by the application of rules of origin identical to those in this Protocol; and
- iii. notices indicating the fulfilment of the necessary requirements to apply cumulation have been published by the Parties.

6. Ukraine shall provide the United Kingdom with details of the agreements or arrangements including their dates of entry into force, and their corresponding rules of origin, which are applied with the other countries referred to in paragraphs 1 and 2.

ARTICLE 5

Wholly obtained products

1. The following shall be considered as wholly obtained in the United Kingdom or Ukraine:
 - (a) mineral products extracted from its soil or from its seabed;
 - (b) vegetable products harvested there;
 - (c) live animals born and raised there;
 - (d) products from live animals raised there;
 - (e) products obtained by hunting or fishing conducted there;
 - (f) products of sea fishing and other products taken from the sea outside the territorial waters of the Party by its vessels;
 - (g) products made aboard its factory ships exclusively from products referred to in (f);
 - (h) used articles collected there fit only for the recovery of raw materials, including used tyres fit only for retreading or for use as waste;
 - (i) waste and scrap resulting from manufacturing operations conducted there;
 - (j) products extracted from marine soil or subsoil outside its territorial waters provided that it has sole rights to work that soil or subsoil;
 - (k) goods produced there exclusively from the products specified in (a) to (j).

2. The terms 'its vessels' and 'its factory ships' in paragraphs 1(f) and (g) shall apply only to vessels and factory ships:
 - (a) which are registered or recorded in the United Kingdom or Ukraine;
 - (b) which sail under the flag of the United Kingdom or Ukraine;
 - (c) which are owned to an extent of at least 50% by nationals of the United Kingdom, a Member State of the European Union or Ukraine, or by a company with its head office in one of these States, of which the manager or managers, Chairman of the Board of Directors or the Supervisory Board, and the majority of the members of such boards are nationals of the United Kingdom, a Member State of the European Union or Ukraine and of which, in addition, in the case of partnerships or limited companies, at least half the capital belongs to those States or to public bodies or nationals of the said States;
 - (d) of which the master and officers are nationals of the United Kingdom, a Member State of the European Union or Ukraine; and
 - (e) of which at least 75% of the crew are nationals of the United Kingdom, a Member State of the European Union or Ukraine.

ARTICLE 6

Sufficiently worked or processed products

1. For the purposes of Article 2, products which are not wholly obtained shall be considered to be sufficiently worked or processed when the conditions set out in the list in Incorporated Annex II are fulfilled.

The conditions referred to above indicate the working or processing which must be carried out on non-originating materials used in manufacturing and apply only in relation to such materials. It follows that if a product which has acquired originating status by fulfilling the conditions set out in the list is used in the manufacture of another product, the conditions applicable to the product in which it is incorporated do not apply to it, and no account shall be taken of the non-originating materials which may have been used in its manufacture.

2. Notwithstanding paragraph 1, non-originating materials which, according to the conditions set out in the list in Incorporated Annex II, should not be used in the manufacture of a product may nevertheless be used, provided that:

- (a) their total value does not exceed 10% of the ex-works price of the product;
- (b) any of the percentages given in the list for the maximum value of non-originating materials are not exceeded by virtue of this paragraph.

This paragraph shall not apply to products falling within Chapters 50 to 63 of the Harmonised System.

3. Paragraphs 1 and 2 shall apply subject to the provisions of Article 7.

ARTICLE 7

Insufficient working or processing

1. Without prejudice to paragraph 2, the following operations shall be considered as insufficient working or processing to confer the status of originating products, whether or not the requirements of Article 6 are satisfied:

- (a) preserving operations to ensure that the products remain in good condition during transport and storage;
- (b) breaking-up and assembly of packages;
- (c) washing, cleaning; removal of dust, oxide, oil, paint or other coverings;
- (d) ironing or pressing of textiles;
- (e) simple painting and polishing operations;
- (f) husking, partial or total bleaching, polishing, and glazing of cereals and rice;

- (g) operations to colour sugar or form sugar lumps;
- (h) peeling, stoning and shelling, of fruits, nuts and vegetables;
- (i) sharpening, simple grinding or simple cutting;
- (j) sifting, screening, sorting, classifying, grading, matching (including the making-up of sets of articles);
- (k) simple placing in bottles, cans, flasks, bags, cases, boxes, fixing on cards or boards and all other simple packaging operations;
- (l) affixing or printing marks, labels, logos and other like distinguishing signs on products or their packaging;
- (m) simple mixing of products, whether or not of different kinds;
- (n) mixing of sugar with any material;
- (o) simple assembly of parts of articles to constitute a complete article or disassembly of products into parts;
- (p) a combination of two or more operations specified in (a) to (n);
- (q) slaughter of animals.

2. All operations carried out in the United Kingdom or in Ukraine on a given product shall be considered together when determining whether the working or processing undergone by that product is to be regarded as insufficient within the meaning of paragraph 1.

ARTICLE 8

Unit of qualification

1. The unit of qualification for the application of the provisions of this Protocol shall be the particular product which is considered as the basic unit when determining classification using the nomenclature of the Harmonised System.

It follows that:

- (a) when a product composed of a group or assembly of articles is classified under the terms of the Harmonised System in a single heading, the whole constitutes the unit of qualification;
- (b) when a consignment consists of a number of identical products classified under the same heading of the Harmonised System, each product must be taken individually when applying the provisions of this Protocol.

2. Where, under General Rule 5 of the Harmonised System, packaging is included with the product for classification purposes, it shall be included for the purposes of determining origin.

ARTICLE 9

Accessories, spare parts and tools

Accessories, spare parts and tools dispatched with a piece of equipment, machine, apparatus or vehicle, which are part of the normal equipment and included in the price thereof or which are not separately invoiced, shall be regarded as one with the piece of equipment, machine, apparatus or vehicle in question.

ARTICLE 10

Sets

Sets, as defined in General Rule 3 of the Harmonised System, shall be regarded as originating when all component products are originating. Nevertheless, when a set is composed of originating and non-originating products, the set as a whole shall be regarded as originating, provided that the value of the non-originating products does not exceed 15% of the ex-works price of the set.

ARTICLE 11

Neutral elements

In order to determine whether a product is an originating product, it shall not be necessary to determine the origin of the following which might be used in its manufacture:

- (a) energy and fuel;
- (b) plant and equipment;
- (c) machines and tools;
- (d) goods which neither enter into the final composition of the product nor are intended to do so.

TITLE III

TERRITORIAL REQUIREMENTS

ARTICLE 12

Principle of territoriality

1. Except as provided for in Articles 3, 4 and paragraph 3 of this Article, the conditions for acquiring originating status set out in Title II shall be fulfilled without interruption in the United Kingdom, or in Ukraine.

2. Except as provided for in Articles 3 and 4, where originating goods exported from the United Kingdom or from Ukraine to another country return, they shall be considered as non-originating, unless it can be demonstrated to the satisfaction of the customs authorities that:

- (a) the returning goods are the same as those exported; and
- (b) they have not undergone any operation beyond that necessary to preserve them in good condition while in that country or while being exported.

3. The acquisition of originating status in accordance with the conditions set out in Title II shall not be affected by working or processing done outside the United Kingdom or Ukraine on materials exported from the United Kingdom or Ukraine and subsequently re-imported there, provided:

- (a) the said materials are wholly obtained in the United Kingdom or Ukraine or have undergone working or processing beyond the operations referred to in Article 7 prior to being exported; and
- (b) it can be demonstrated to the satisfaction of the customs authorities that:
 - (i) the re-imported goods have been obtained by working or processing the exported materials; and
 - (ii) the total added value acquired outside the United Kingdom or Ukraine by applying the provisions of this Article does not exceed 10% of the ex-works price of the end product for which originating status is claimed.

4. For the purposes of paragraph 3, the conditions for acquiring originating status set out in Title II shall not apply to working or processing done outside the United Kingdom or Ukraine. However, where, in the list in Incorporated Annex II a rule setting a maximum value for all the non-originating materials incorporated is applied in determining the originating status of the end product, the total value of the non-originating materials incorporated in the territory of the Party concerned, taken together with the total added value acquired outside the United Kingdom or Ukraine by applying the provisions of this Article, shall not exceed the stated percentage.

5. For the purposes of applying the provisions of paragraphs 3 and 4, 'total added value' means all costs arising outside the United Kingdom or Ukraine, including the value of the materials incorporated there.

6. The provisions of paragraphs 3 and 4 shall not apply to products which do not fulfil the conditions set out in the list in Incorporated Annex II or which can be

considered sufficiently worked or processed only if the general tolerance fixed in Article 6(2) is applied.

7. The provisions of paragraphs 3 and 4 shall not apply to products of Chapters 50 to 63 of the Harmonised System.

8. Any working or processing of the kind covered by the provisions of this Article and done outside the United Kingdom or Ukraine shall be done under the outward processing arrangements, or similar arrangements.

ARTICLE 13 Direct transport

1. The preferential treatment provided for under this Agreement shall apply only to products satisfying the requirements of this Protocol, which are transported directly between the Parties or through the territories of the other countries referred to in Articles 3 and 4 with which cumulation is applicable. However, products constituting one single consignment may be transported through other territories with, should the occasion arise, trans-shipment or temporary warehousing in such territories, provided that they remain under the surveillance of the customs authorities in the country of transit or warehousing and do not undergo operations other than unloading, reloading or any operation designed to preserve them in good condition.

Originating products may be transported by pipeline across a territory other than that of the Parties.

2. Evidence that the conditions set out in paragraph 1 have been fulfilled shall be supplied to the customs authorities of the importing Party by the production of:

- (a) a single transport document covering the passage from the exporting Party through the country of transit; or
- (b) a certificate issued by the customs authorities of the country of transit:
 - (i) giving an exact description of the products;
 - (ii) stating the dates of unloading and reloading of the products and, where applicable, the names of the ships, or the other means of transport used; and
 - (iii) certifying the conditions under which the products remained in the transit country; or
- (c) failing these, any substantiating documents.

ARTICLE 14

Exhibitions

1. Originating products sent for exhibition in a country other than those referred to in Articles 3 and 4 with which cumulation is applicable, and sold after the exhibition for importation in the United Kingdom or Ukraine, shall benefit on importation from the provisions of this Agreement, provided it is shown to the satisfaction of the customs authorities that:

- (a) an exporter has consigned these products from the United Kingdom or Ukraine to the country in which the exhibition is held and has exhibited them there;
- (b) the products have been sold or otherwise disposed of by that exporter to a person in the United Kingdom or Ukraine;
- (c) the products have been consigned during the exhibition or immediately thereafter in the state in which they were sent for exhibition; and
- (d) the products have not, since they were consigned for exhibition, been used for any purpose other than demonstration at the exhibition.

2. A proof of origin shall be issued or made out in accordance with the provisions of Title V and submitted to the customs authorities of the United Kingdom or Ukraine in the normal manner. The name and address of the exhibition shall be indicated thereon. Where necessary, additional documentary evidence of the conditions under which they have been exhibited may be required.

3. Paragraph 1 shall apply to any trade, industrial, agricultural or crafts exhibition, fair or similar public show or display which is not organised for private purposes in shops or business premises with a view to the sale of foreign products, and during which the products remain under customs control.

TITLE IV DRAWBACK OR EXEMPTION

ARTICLE 15

Prohibition of drawback of, or exemption from, customs duties

1. Non-originating materials used in the manufacture of products originating in the United Kingdom or in Ukraine for which a proof of origin is issued or made out in accordance with the provisions of Title V shall not be subject in the United Kingdom or Ukraine to drawback of, or exemption from, customs duties of whatever kind.

2. The prohibition in paragraph 1 shall apply to any arrangement for refund, remission or non-payment, partial or complete, of customs duties or charges having an

equivalent effect, applicable in the United Kingdom or Ukraine to materials used in the manufacture, where such refund, remission or non-payment applies, expressly or in effect, when products obtained from the said materials are exported and not when they are retained for home use there.

3. The exporter of products covered by a proof of origin shall be prepared to submit at any time, upon request from the customs authorities, all appropriate documents proving that no drawback has been obtained in respect of the non-originating materials used in the manufacture of the products concerned and that all customs duties or charges having equivalent effect applicable to such materials have actually been paid.

4. The provisions of paragraphs 1, 2 and 3 of this Article shall also apply in respect of packaging within the meaning of Article 8(2), accessories, spare parts and tools within the meaning of Article 9 and products in a set within the meaning of Article 10 when such items are non-originating.

5. The provisions of paragraphs 1 to 4 shall apply only in respect of materials which are of the kind to which this Agreement applies.

6. The prohibition in paragraph 1 of this Article shall not apply in bilateral trade between one of the Parties referred to in Article 3(1) and 4(1) with one of the Parties referred to in Articles 3(2) and 4(2), excluding Israel, the Faroe Islands and the participants in the European Union's Stabilisation and Association Process, if the products are considered as originating in the exporting or importing Party without application of cumulation with materials originating in Switzerland (including Liechtenstein), Turkey or one of the other countries referred to in Articles 3(2) and 4(2).

TITLE V PROOF OF ORIGIN

ARTICLE 16 General requirements

1. Products originating in one of the Parties shall, on importation into the other Party, benefit from the provisions of this Agreement upon submission of one of the following proofs of origin:

- (a) a movement certificate EUR.1, a specimen of which appears in Incorporated Annex III a;
- (b) a movement certificate EUR-MED a specimen of which appears in Incorporated Annex III b; or
- (c) in the cases specified in Article 22(1), a declaration (hereinafter referred to as the 'origin declaration' or the 'origin declaration EUR-MED') given

by the exporter on an invoice, a delivery note or any other commercial document which describes the products concerned in sufficient detail to enable them to be identified. The texts of the origin declarations appear in Incorporated Annexes IV a and b.

2. Notwithstanding paragraph 1, originating products within the meaning of this Protocol shall, in the cases specified in Article 27, benefit from this Agreement without it being necessary to submit any of the proofs of origin referred to in paragraph 1 of this Article.

3. Notwithstanding paragraph 5 of Article 17 and paragraph 3 of Article 22 below, where cumulation involves only the United Kingdom and the 'Contracting Parties'⁵ to the Regional Convention on Pan-Euro Mediterranean preferential rules of origin (other than the participants in the Barcelona Process⁶, with the exception of Turkey) the proof of origin may be a movement certificate EUR.1 or an origin declaration.

ARTICLE 17

Procedure for the issue of a movement certificate EUR.1 or EUR-MED

1. A movement certificate EUR.1 or EUR-MED shall be issued by the customs authorities of the exporting Party on application having been made in writing by the exporter or, under the exporter's responsibility, by his authorised representative.

2. For this purpose, the exporter or his authorised representative shall fill in both the movement certificate EUR.1 or EUR-MED and the application form, specimens of which appear in the Incorporated Annexes III a and b. These forms shall be completed in one of the languages in which this Agreement is drawn up and in accordance with the provisions of the national law of the exporting country. If the completion of the forms is done in handwriting, they shall be completed in ink in printed characters. The description of the products shall be given in the box reserved for this purpose without leaving any blank lines. Where the box is not completely filled, a horizontal line shall be drawn below the last line of the description, the empty space being crossed through.

3. The exporter applying for the issue of a movement certificate EUR.1 or EUR-MED shall be prepared to submit at any time, at the request of the customs authorities of the United Kingdom or Ukraine where the movement certificate EUR.1 or EUR-MED is issued, all appropriate documents proving the originating status of the products concerned as well as the fulfilment of the other requirements of this Protocol.

⁵ As defined in the Regional Convention on Pan-Euro Mediterranean preferential rules of origin as at the date this Agreement is signed.

⁶ As defined in the Regional Convention on Pan-Euro Mediterranean preferential rules of origin as at the date this Agreement is signed.

4. Without prejudice to paragraph 5, a movement certificate EUR.1 shall be issued by the customs authorities of the United Kingdom or of Ukraine in the following cases:

- (a) if the products concerned can be considered as products originating in the United Kingdom or in Ukraine, without application of cumulation with materials originating in Switzerland (including Liechtenstein), Turkey or one of the countries referred to in Articles 3(2) and 4(2) and fulfil the other requirements of this Protocol; or
- (b) if the products concerned can be considered as products originating in one of the other countries referred to in Articles 3 and 4 with which cumulation is applicable, without application of cumulation with materials originating in one of the countries referred to in Articles 3 and 4, and fulfil the other requirements of this Protocol, provided a certificate EUR-MED or an invoice declaration EUR-MED has been issued in the country of origin.

5. A movement certificate EUR-MED shall be issued by the customs authorities of the United Kingdom or of Ukraine if the products concerned can be considered as products originating in the United Kingdom, in Ukraine or in one of the other countries referred to in Articles 3 and 4 with which cumulation is applicable, fulfil the requirements of this Protocol and:

- (a) cumulation was applied with materials originating in Switzerland (including Liechtenstein), Turkey or one of the countries referred to in Articles 3(2) and 4(2); or
- (b) the products may be used as materials in the context of cumulation for the manufacture of products for export to one of the countries referred to in Articles 3 and 4; or
- (c) the products may be re-exported from the country of destination to one of the countries referred to in Articles 3 and 4.

6. A movement certificate EUR-MED shall contain one of the following statements in English in box 7:

- (a) if origin has been obtained by application of cumulation with materials originating in one or more of the countries referred to in Articles 3 and 4:

'CUMULATION APPLIED WITH ... (*name of the country/countries*)'

- (b) if origin has been obtained without the application of cumulation with materials originating in one or more of the countries referred to in Articles 3 and 4:

'NO CUMULATION APPLIED'

7. The customs authorities issuing movement certificates EUR.1 or EUR-MED shall take any steps necessary to verify the originating status of the products and the fulfilment of the other requirements of this Protocol. For this purpose, they shall have the right to call for any evidence and to carry out any inspection of the exporter's accounts or any other check considered appropriate. They shall also ensure that the forms referred to in paragraph 2 are duly completed. In particular, they shall check whether the space reserved for the description of the products has been completed in such a manner as to exclude all possibility of fraudulent additions.

8. The date of issue of the movement certificate EUR.1 or EUR-MED shall be indicated in Box 11 of the certificate.

9. A movement certificate EUR.1 or EUR-MED shall be issued by the customs authorities and made available to the exporter as soon as actual exportation has been effected or ensured.

ARTICLE 18

Movement certificates EUR.1 or EUR-MED issued retrospectively

1. Notwithstanding Article 17(9), a movement certificate EUR.1 or EUR-MED may exceptionally be issued after exportation of the products to which it relates if:

- (a) it was not issued at the time of exportation because of errors, involuntary omissions or special circumstances; or
- (b) it is demonstrated to the satisfaction of the customs authorities that a movement certificate EUR.1 or EUR-MED was issued but was not accepted at importation for technical reasons.

2. Notwithstanding Article 17(9), a movement certificate EUR-MED may be issued after exportation of the products to which it relates and for which a movement certificate EUR.1 was issued at the time of exportation, provided that it is demonstrated to the satisfaction of the customs authorities that the conditions referred to in Article 17(5) are satisfied.

3. For the implementation of paragraphs 1 and 2, the exporter shall indicate in his application the place and date of exportation of the products to which the movement certificate EUR.1 or EUR-MED relates, and state the reasons for his request.

4. The customs authorities may issue a movement certificate EUR.1 or EUR-MED retrospectively only after verifying that the information supplied in the exporter's application complies with that in the corresponding file.

5. Movement certificates EUR.1 or EUR-MED issued retrospectively by application of paragraph 1 shall be endorsed with the following phrase in English:

'ISSUED RETROSPECTIVELY'

Movement certificates EUR-MED issued retrospectively by application of paragraph 2 shall be endorsed with the following phrase in English:

'ISSUED RETROSPECTIVELY (Original EUR.1 No ... [date and place of issue]'

6. The endorsement referred to in paragraph 5 shall be inserted in Box 7 of the movement certificate EUR.1 or EUR-MED.

ARTICLE 19

Issue of a duplicate movement certificate EUR.1 or EUR-MED

1. In the event of theft, loss or destruction of a movement certificate EUR.1 or EUR-MED, the exporter may apply to the customs authorities which issued it for a duplicate made out on the basis of the export documents in their possession.

2. The duplicate issued in this way shall be endorsed with the following word in English:

'DUPLICATE'

3. The endorsement referred to in paragraph 2 shall be inserted in Box 7 of the duplicate movement certificate EUR.1 or EUR-MED.

4. The duplicate, which shall bear the date of issue of the original movement certificate EUR.1 or EUR-MED, shall take effect as from that date.

ARTICLE 20

Issue of movement certificates EUR.1 or EUR-MED on the basis of a proof of origin issued or made out previously

When originating products are placed under the control of a customs office in the United Kingdom or Ukraine, it shall be possible to replace the original proof of origin by one or more movement certificates EUR.1 or EUR-MED for the purpose of sending all or some of these products elsewhere within the United Kingdom or Ukraine. The replacement movement certificate(s) EUR.1 or EUR-MED shall be issued by the customs office under whose control the products are placed.

ARTICLE 21

Accounting segregation

1. Where considerable cost or material difficulties arise in keeping separate stocks of originating and non-originating materials which are identical and interchangeable, the customs authorities may, at the written request of those concerned, authorise the so-called 'accounting segregation' method (hereinafter referred to as the 'method') to be used for managing such stocks.
2. The method shall ensure that, for a specific reference-period, the number of products obtained which could be considered as 'originating' is the same as that which would have been obtained had there been physical segregation of the stocks.
3. The customs authorities may make the grant of authorisation, referred to in paragraph 1 subject to any conditions deemed appropriate.
4. The method shall be applied and the application thereof shall be recorded on the basis of the general accounting principles applicable in the country where the product was manufactured.
5. The beneficiary of the method may make out or apply for proofs of origin, as the case may be, for the quantity of products which may be considered as originating. At the request of the customs authorities, the beneficiary shall provide a statement of how the quantities have been managed.
6. The customs authorities shall monitor the use made of the authorisation and may withdraw it whenever the beneficiary makes improper use of the authorisation in any manner whatsoever or fails to fulfil any of the other conditions laid down in this Protocol.

ARTICLE 22

Conditions for making out an origin declaration or an origin declaration EUR-MED

1. An origin declaration or an origin declaration EUR-MED as referred to in Article 16(1)(c) may be made out:
 - (a) by an approved exporter within the meaning of Article 23; or
 - (b) by any exporter for any consignment consisting of one or more packages containing originating products the total value of which does not exceed EUR 6 000.

2. Without prejudice to paragraph 3, an origin declaration may be made out in the following cases:

- (a) if the products concerned may be considered as products originating in the United Kingdom, in Ukraine without application of cumulation with materials originating in Switzerland (including Liechtenstein), Turkey or one of the other countries referred to in Articles 3(2) and 4(2), and fulfil the other requirements of this Protocol; or
- (b) if the products concerned may be considered as products originating in one of the other countries referred to in Articles 3 and 4 with which cumulation is applicable, without application of cumulation with materials originating in one of the countries referred to in Articles 3 and 4, and fulfil the other requirements of this Protocol, provided a certificate EUR-MED or an invoice declaration EUR-MED has been issued in the country of origin.

3. An origin declaration EUR-MED may be made out if the products concerned can be considered as products originating in the United Kingdom, in Ukraine or in one of the other countries referred to in Articles 3 and 4 with which cumulation is applicable, and fulfil the requirements of this Protocol, in the following cases:

- (a) cumulation was applied with materials originating in Switzerland (including Liechtenstein), Turkey or one of the other countries referred to in Articles 3(2) and 4(2); or
- (b) the products may be used as materials in the context of cumulation for the manufacture of products for export to one of the other countries referred to in Articles 3 and 4; or
- (c) the products may be re-exported from the country of destination to one of the other countries referred to in Articles 3 and 4.

4. An origin declaration EUR-MED shall contain one of the following statements in English:

- (a) if origin has been obtained by application of cumulation with materials originating in one or more of the countries referred to in Articles 3 and 4:

‘CUMULATION APPLIED WITH ... *(name of the country/countries)*’

- (b) if origin has been obtained without the application of cumulation with materials originating in one or more of the countries referred to in Articles 3 and 4:

‘NO CUMULATION APPLIED’

5. The exporter making out an origin declaration or an origin declaration EUR-MED shall be prepared to submit at any time, at the request of the customs authorities of the exporting Party, all appropriate documents proving the originating status of the products concerned as well as the fulfilment of the other requirements of this Protocol.

6. An origin declaration or an origin declaration EUR-MED shall be made out by the exporter by typing, stamping or printing on the invoice, the delivery note or another commercial document, the declaration, the texts of which appear in Incorporated Annexes IV a and b, using one of the linguistic versions set out in those Annexes and in accordance with the provisions of the national law of the exporting country. If the declaration is handwritten, it shall be written in ink in printed characters.

7. Origin declarations and origin declarations EUR-MED shall bear the original signature of the exporter in manuscript. However, an approved exporter within the meaning of Article 23 shall not be required to sign such declarations provided that he gives the customs authorities of the exporting Party a written undertaking that he accepts full responsibility for any origin declaration which identifies him as if it had been signed in manuscript by him.

8. An origin declaration or an origin declaration EUR-MED may be made out by the exporter when the products to which it relates are exported, or after exportation on condition that it is presented in the importing country at the latest two years after the importation of the products to which it relates.

ARTICLE 23

Approved exporter

1. The customs authorities of the exporting Party may authorise any exporter (hereinafter referred to as 'approved exporter'), who makes frequent shipments of products in accordance to the provisions of this Agreement to make out origin declarations or origin declarations EUR-MED irrespective of the value of the products concerned. An exporter seeking such authorisation shall offer to the satisfaction of the customs authorities all guarantees necessary to verify the originating status of the products as well as the fulfilment of the other requirements of this Protocol.

2. The customs authorities may grant the status of approved exporter subject to any conditions which they consider appropriate.

3. The customs authorities shall grant to the approved exporter a customs authorisation number which shall appear on the origin declaration or on the origin declaration EUR-MED.

4. The customs authorities shall monitor the use of the authorisation by the approved exporter.

5. The customs authorities may withdraw the authorisation at any time. They shall do so where the approved exporter no longer offers the guarantees referred to in paragraph 1, no longer fulfils the conditions referred to in paragraph 2 or otherwise makes an incorrect use of the authorisation.

ARTICLE 24

Validity of proof of origin

1. A proof of origin shall be valid for four months from the date of issue in the exporting Party, and shall be submitted within that period to the customs authorities of the importing Party.

2. Proofs of origin which are submitted to the customs authorities of the importing Party after the final date for presentation specified in paragraph 1 may be accepted for the purpose of applying preferential treatment, where the failure to submit these documents by the final date set is due to exceptional circumstances.

3. In other cases of belated presentation, the customs authorities of the importing Party may accept the proofs of origin where the products have been submitted before the said final date.

ARTICLE 25

Submission of proof of origin

Proofs of origin shall be submitted to the customs authorities of the importing Party in accordance with the procedures applicable in that country. The said authorities may require a translation of a proof of origin and may also require the import declaration to be accompanied by a statement from the importer to the effect that the products meet the conditions required for the implementation of this Agreement.

ARTICLE 26

Importation by instalments

Where, at the request of the importer and subject to the conditions laid down by the customs authorities of the importing Party, dismantled or non-assembled products within the meaning of General Rule 2(a) of the Harmonised System falling within Sections XVI and XVII or headings 7308 and 9406 of the Harmonised System are imported by instalments, a single proof of origin for such products shall be submitted to the customs authorities upon importation of the first instalment.

ARTICLE 27

Exemptions from proof of origin

1. Products sent as small packages from private persons to private persons or forming part of travellers' personal luggage shall be admitted as originating products without requiring the submission of a proof of origin, provided that such products are not imported by way of trade and have been declared as meeting the requirements of this Protocol and where there is no doubt as to the veracity of such a declaration. In the case of products sent by post, that declaration may be made on the customs declaration CN22 / CN23 or on a sheet of paper annexed to that document.
2. Imports which are occasional and consist solely of products for the personal use of the recipients or travellers or their families shall not be considered as imports by way of trade if it is evident from the nature and quantity of the products that no commercial purpose is in view.
3. Furthermore, the total value of these products shall not exceed EUR 500 in the case of small packages or EUR 1 200 in the case of products forming part of travellers' personal luggage.

ARTICLE 28

Supporting documents

The documents referred to in Articles 17(3) and 22(5) used for the purpose of proving that products covered by a movement certificate EUR.1 or EUR-MED, or an origin declaration or origin declaration EUR-MED may be considered as products originating in the United Kingdom, in Ukraine or in one of the other countries referred to in Articles 3 and 4 and fulfil the other requirements of this Protocol may consist, *inter alia*, of the following:

- (a) direct evidence of the processes carried out by the exporter or supplier to obtain the goods concerned, contained for example in his accounts or internal bookkeeping;
- (b) documents proving the originating status of materials used, issued or made out in the United Kingdom or in Ukraine where these documents are used in accordance with national law;
- (c) documents proving the working or processing of materials in the United Kingdom or in Ukraine, issued or made out in the United Kingdom or in Ukraine, where these documents are used in accordance with national law;
- (d) movement certificates EUR.1 or EUR-MED or origin declarations or origin declarations EUR-MED proving the originating status of materials

used, issued or made out in the United Kingdom or Ukraine in accordance with this Protocol, or in one of the other countries referred to in Articles 3 and 4, in accordance with rules of origin which are identical to the rules in this Protocol;

- (e) appropriate evidence concerning working or processing undergone outside the United Kingdom, Ukraine or the other countries referred to in Articles 3 and 4 by application of Article 12, proving that the requirements of that Article have been satisfied.

ARTICLE 29

Preservation of proof of origin and supporting documents

1. The exporter applying for the issue of a movement certificate EUR.1 or EUR-MED shall keep for at least three years the documents referred to in Article 17(3).
2. The exporter making out an origin declaration or origin declaration EUR-MED shall keep for at least three years a copy of this origin declaration as well as the documents referred to in Article 22(5).
3. The customs authorities of the exporting Party issuing a movement certificate EUR.1 or EUR-MED shall keep for at least three years the application form referred to in Article 17(2).
4. The customs authorities of the importing Party shall keep for at least three years the movement certificates EUR.1 and EUR-MED and the origin declarations and origin declarations EUR-MED submitted to them.

ARTICLE 30

Discrepancies and formal errors

1. The discovery of slight discrepancies between the statements made in the proof of origin and those made in the documents submitted to the customs office for the purpose of carrying out the formalities for importing the products shall not *ipso facto* render the proof of origin null and void if it is duly established that this document does correspond to the products submitted.
2. Obvious formal errors, such as typing errors, on a proof of origin shall not cause this document to be rejected if these errors are not such as to create doubts concerning the correctness of the statements made in this document.

ARTICLE 31

Amounts expressed in euro

1. For the application of the provisions of Article 22(1)(b) and Article 27(3) in cases where products are invoiced in a currency other than euro, amounts in the national currencies of the countries referred to in Articles 3 and 4 equivalent to the amounts expressed in euro shall be fixed annually by each of the countries concerned.
2. A consignment shall benefit from the provisions of Article 22(1)(b) or Article 27(3) by reference to the currency in which the invoice is drawn up, according to the amount fixed by the Party concerned.
3. The amounts to be used in any given national currency shall be the equivalent in that currency of the amounts expressed in euro as at the first working day of October and shall apply from 1 January the following year. The Parties shall notify each other of the relevant amounts.
4. A Party may round up or down the amount resulting from the conversion into its national currency of an amount expressed in euro. The rounded-off amount may not differ from the amount resulting from the conversion by more than 5%. A country may retain unchanged its national currency equivalent of an amount expressed in euro if, at the time of the annual adjustment provided for in paragraph 3, the conversion of that amount, prior to any rounding-off, results in an increase of less than 15% in the national currency equivalent. The national currency equivalent may be retained unchanged if the conversion were to result in a decrease in that equivalent value.
5. The amounts expressed in euro shall be reviewed by the Customs Sub-Committee at the request of any of the Parties. When carrying out this review, the Customs Sub-Committee shall consider the desirability of preserving the effects of the limits concerned in real terms. For this purpose, it may decide to modify the amounts expressed in euro.

TITLE VI

ARRANGEMENTS FOR ADMINISTRATIVE COOPERATION

ARTICLE 32

Mutual assistance

1. The customs authorities of the United Kingdom and Ukraine shall provide each other with specimen impressions of stamps used in their customs offices for the issue of movement certificates EUR.1 and EUR-MED and with the addresses of the customs authorities responsible for verifying those certificates, origin declarations and origin declarations EUR-MED.

2. In order to ensure the proper application of this Protocol, the United Kingdom and Ukraine shall assist each other, through the competent customs administrations, in checking the authenticity of the movement certificates EUR.1 and EUR-MED, the origin declarations and the origin declarations EUR-MED, and the correctness of the information given in these documents.

ARTICLE 33

Verification of proofs of origin

1. Subsequent verifications of proofs of origin shall be carried out at random or whenever the customs authorities of the importing Party have reasonable doubts as to the authenticity of such documents, the originating status of the products concerned or the fulfilment of the other requirements of this Protocol.

2. For the purposes of implementing the provisions of paragraph 1, the customs authorities of the importing Party shall return the movement certificate EUR.1 or EUR-MED and the invoice, if it has been submitted, the origin declaration or the origin declaration EUR-MED, or a copy of these documents, to the customs authorities of the exporting Party giving, where appropriate, the reasons for the request for verification. Any documents and information obtained suggesting that the information given on the proof of origin is incorrect shall be forwarded in support of the request for verification.

3. The verification shall be carried out by the customs authorities of the exporting Party. For this purpose, they shall have the right to call for any evidence and to carry out any inspection of the exporter's accounts or any other check considered appropriate.

4. If the customs authorities of the importing Party decide to suspend the granting of preferential treatment to the products concerned while awaiting the results of the verification, release of the products shall be offered to the importer subject to any precautionary measures judged necessary.

5. The customs authorities requesting the verification shall be informed of the results of this verification as soon as possible. These results shall indicate clearly whether the documents are authentic and whether the products concerned may be considered as products originating in the United Kingdom, in Ukraine or in one of the other countries referred to in Articles 3 and 4 and fulfil the other requirements of this Protocol.

6. If, in cases of reasonable doubt, there is no reply within ten months of the date of the verification request or if the reply does not contain sufficient information to determine the authenticity of the document in question or the real origin of the products,

the requesting customs authorities shall, except in exceptional circumstances, refuse entitlement to the preferences.

ARTICLE 34
Dispute settlement

Where disputes arise in relation to the verification procedures of Article 33 which cannot be settled between the customs authorities requesting a verification and the customs authorities responsible for carrying out this verification, they shall be submitted to the Trade Committee.

In all cases, the settlement of disputes between the importer and the customs authorities of the importing Party shall take place under the legislation of that Party.

ARTICLE 35
Penalties

Penalties shall be imposed on any person who draws up, or causes to be drawn up, a document which contains incorrect information for the purpose of obtaining a preferential treatment for products.

ARTICLE 36
Free zones

1. The United Kingdom and Ukraine shall take all necessary steps to ensure that products traded under cover of a proof of origin which in the course of transport use a free zone situated in their territory, are not substituted by other goods and do not undergo handling other than normal operations designed to prevent their deterioration.

2. By way of derogation from paragraph 1, when products originating in the United Kingdom or in Ukraine are imported into a free zone under cover of a proof of origin and undergo treatment or processing, the authorities concerned shall issue a new movement certificate EUR.1 or EUR-MED at the exporter's request, if the treatment or processing undergone complies with this Protocol.

**TITLE VII
CEUTA AND MELILLA**

ARTICLE 37
Application of the Protocol

The term 'European Union' used in this Protocol does not cover Ceuta and Melilla. Products originating in Ceuta and Melilla are not considered to be products originating in the European Union for the purposes of this Protocol.

TITLE VIII FINAL PROVISIONS

ARTICLE 38

Transitional Provision for Goods in Transit or Storage

The provisions of this Agreement may be applied to goods which comply with the provisions of this Protocol and which, on the date of entry into force of this Agreement, are either in transit or are in the United Kingdom or in Ukraine in temporary storage, in customs warehouses or in free zones, subject to the submission to the customs authorities of the importing country, within twelve months of the said date, of a movement certificate EUR.1 or EUR-MED issued retrospectively by the customs authorities of the exporting country together with the documents showing that the goods have been transported directly in accordance with the provisions of Article 13.

ARTICLE 39

Annexes

1. Annexes I to IV b to Appendix I to the Regional Convention on pan-Euro-Mediterranean preferential rules of origin are incorporated into and made part of this Protocol as Incorporated Annexes I to IV b to this Protocol and shall apply, *mutatis mutandis*, subject to the following modifications:

- (a) In Annex I:
 - (i) all references to "Article 5 of this Appendix" shall be understood as references to "Article 6 of this Protocol"; and
 - (ii) in paragraph 3.1 of Note 3, "a Contracting Party" shall be replaced by "any of the other countries referred to in Articles 3 and 4 of this Protocol with which cumulation is applicable".
- (b) In each of Annexes III a and III b, references to "the Contracting Parties" shall be understood as references to "the Parties".
- (c) In each of Annexes IV a and IV b:
 - (i) *The following is inserted at Annex IV a:*
"Ukrainian version"

ТЕКСТ ДЕКЛАРАЦІЇ ПОХОДЖЕННЯ

Декларація походження, текст якої наведено нижче, складається

відповідно до посилань. Однак текст посилання відтворювати не потрібно.

Експортер товару, на яку поширюється цей документ (митний дозвіл №¹), заявляє, що за винятком випадків, де це явно зазначено, ці товари є товарами² преференційного походження.

3

_____ 3
(Місце та дата)

4

_____ 4
(Підпис експортера; крім того, ім'я особи, що підписує декларацію, повинно бути зазначене розбірливо)

Примітки:

1. Коли декларація походження складається затвердженим експортером у розумінні статті 23 Протоколу про визначення поняття "походження товарів" і методів адміністративного співробітництва, номер дозволу затвердженого експортера має міститись у зазначеній графі. Якщо декларація походження складається незатвердженим експортером, то можна не зазначати слів у дужках або залишити вільне місце.

2. Зазначити походження товарів (допускається код ISO-Альфа-2). Може бути зазначено посилання на відповідну колонку інвойсу, де зазначено походження кожного товару.

3. Ці дані можна не зазначати, якщо ця інформація є в самому документі.

4 Відповідно до пункту 7 статті 22 Протоколу про визначення поняття "походження товарів" і методів адміністративного співробітництва коли підпис експортера не є необхідним, звільнення від зобов'язання підпису також поширюється на ім'я особи, що підписує;”

(ii) *The following is inserted at Annex IV b:*

“Ukrainian version

ТЕКСТ ДЕКЛАРАЦІЇ ПОХОДЖЕННЯ EUR-MED

Декларація походження EUR-MED, текст якої наведено нижче, складається відповідно до посилань. Однак текст посилання відтворювати не потрібно.

Редакція українською мовою

Експортер товару, на яку поширюється цей документ (митний дозвіл №¹), заявляє, що за винятком випадків, де це явно зазначено, ці товари є товарами² преференційного походження.

кумуляція застосовується з _____ (назва країни/країн)

кумуляція не застосовується³

4

(Місце та дата)

5

(Підпис експортера; крім того, ім'я особи, що підписує декларацію, повинно бути зазначене розбірливо)

Примітки:

1. Коли декларація походження складається затвердженим експортером у розумінні статті 23 Протоколу про визначення поняття "походження товарів" і методів адміністративного співробітництва, номер дозволу затвердженого експортера має міститись у зазначеній графі. Якщо декларація походження складається незатвердженим експортером, то можна не зазначати слів у дужках або залишити вільне місце.

2. Зазначити походження товарів (допускається код ISO-Альфа-2). Може бути зазначено посилання на відповідну колонку інвойсу, де зазначено походження кожного товару.

3. Заповнити або підкреслити за необхідністю.

4. Ці дані можна не зазначати, якщо ця інформація є в самому документі.

5. Відповідно до пункту 7 статті 22 Протоколу про визначення поняття "походження товарів" і методів адміністративного співробітництва коли підпис експортера не є необхідним, звільнення від зобов'язання підпису також поширюється на ім'я особи, що підписує.;"

(iii) only the English and Ukrainian versions of the origin declaration shall be incorporated into this Protocol; and

(iv) the second sentence of footnote 2 of the English version shall not be incorporated.

2. The Annexes to this Protocol shall form an integral part thereof.

ARTICLE 40

Amendments to the Protocol

The Customs Sub-Committee may decide to amend the provisions of this Protocol.

ANNEX A

JOINT DECLARATION concerning the Principality of Andorra

1. Products originating in the Principality of Andorra meeting the conditions of Articles 3(7)(b)(ii) and 4(5)(b)(ii) of Protocol I of this Agreement, and falling within Chapters 25 to 97 of the Harmonised System shall be accepted by the Parties as originating in the European Union within the meaning of this Agreement.

Protocol I shall apply *mutatis mutandis* for the purpose of defining the originating status of the abovementioned products.

ANNEX B

JOINT DECLARATION concerning the Republic of San Marino

1. Products originating in the Republic of San Marino, meeting the conditions of Articles 3(7)(b)(ii) and 4(5)(b)(ii) of Protocol I of this Agreement, shall be accepted by the Parties as originating in the European Union within the meaning of this Agreement.

Protocol I shall apply *mutatis mutandis* for the purpose of defining the originating status of the abovementioned products.

PROTOCOL II
ON MUTUAL ADMINISTRATIVE ASSISTANCE IN CUSTOMS MATTERS

ARTICLE 1
Definitions

For the purposes of this Protocol:

- (a) "customs legislation" shall mean any legal or regulatory provisions applicable in the territories of the Parties, governing the import, export and transit of goods and their placing under any other customs regime or procedure, including measures of prohibition, restriction and control;
- (b) "applicant authority" shall mean a competent administrative authority which has been designated by a Party for this purpose and which makes a request for assistance on the basis of this Protocol;
- (c) "requested authority" shall mean a competent administrative authority which has been designated by a Party for this purpose and which receives a request for assistance on the basis of this Protocol;
- (d) "personal data" shall mean all information relating to an identified or identifiable individual;
- (e) "breach of customs legislation" shall mean any violation or attempted violation of customs legislation.

ARTICLE 2
Scope

1. The Parties shall assist each other, in the areas within their competence, in the manner and under the conditions laid down in this Protocol, to ensure the correct application of the customs legislation, in particular by preventing, investigating and combating breaches of that legislation.

2. Assistance in customs matters, as provided for in this Protocol, shall apply to any administrative authorities of the Parties which is competent for the application of this Protocol. It shall not prejudice the rules governing mutual assistance in criminal matters. Nor shall it cover information obtained under powers exercised at the request of a judicial authority, except where communication of such information is authorised by that authority.

3. Assistance to recover duties, taxes or fines is not covered by this Protocol.

ARTICLE 3
Assistance on request

1. At the request of the applicant authority, the requested authority shall provide it with all relevant information which may enable it to ensure that customs legislation is correctly applied, including information regarding activities noted or planned which are or could be breaches of customs legislation.

2. At the request of the applicant authority, the requested authority shall inform it:

- (a) whether goods exported from the territory of one of the Parties have been properly imported into the territory of the other Party, specifying, where appropriate, the customs procedure applied to the goods;
- (b) whether goods imported into the territory of one of the Parties have been properly exported from the territory of the other Party, specifying, where appropriate, the customs procedure applied to the goods.

3. At the request of the applicant authority, the requested authority shall, within the framework of its legal provisions, take the necessary steps to ensure special surveillance of:

- (a) natural or legal persons in respect of whom there are reasonable grounds for believing that they are or have been involved in operations in breach of customs legislation;
- (b) places where stocks of goods have been or may be assembled in such a way that there are reasonable grounds for believing that these goods are intended to be used in breach of customs legislation;
- (c) goods that are or may be transported in such a way that there are reasonable grounds for believing that they are intended to be used in breach of customs legislation;
- (d) means of transport that are or may be used in such a way that there are reasonable grounds for believing that they are intended to be used in breach of customs legislation.

ARTICLE 4

Spontaneous assistance

The Parties shall assist each other, at their own initiative and in accordance with their legal provisions, if they consider that to be necessary for the correct application of customs legislation, particularly by providing information obtained pertaining to:

- activities which are or appear to be operations in breach of customs legislation and which may be of interest to the other Party;
- new means or methods employed in committing breaches of customs legislation;
- goods known to be subject to breaches of customs legislation;
- natural or legal persons in respect of whom there are reasonable grounds for believing that they are or have been involved in operations in breach of customs legislation;
- means of transport in respect of which there are reasonable grounds for believing that they have been, are, or may be used in operations in breach of customs legislation.

ARTICLE 5

Delivery, Notification

At the request of the applicant authority, the requested authority shall, in accordance with legal provisions applicable to the latter, take all necessary measures in order:

- to deliver any documents; or
- to notify any decisions,

emanating from the applicant authority and falling within the scope of this Protocol, to an addressee residing or established in the territory of the requested authority.

Requests for delivery of documents or notification of decisions shall be made in writing in an official language of the requested authority or in a language acceptable to that authority.

ARTICLE 6

Form and substance of requests for assistance

1. Requests pursuant to this Protocol shall be made in writing. They shall be accompanied by the documents necessary to enable compliance with the request. When required because of the urgency of the situation, oral requests may be accepted, but must be confirmed in writing immediately.

2. Requests pursuant to paragraph 1 of this Article shall include the following information:

- (a) the applicant authority;
- (b) the measure requested;
- (c) the object of and the reason for the request;
- (d) the legal or regulatory provisions and other legal elements involved;
- (e) indications as exact and comprehensive as possible on the natural or legal persons who are the target of the investigations;
- (f) a summary of the relevant facts and of the enquiries already carried out.

3. Requests shall be submitted in an official language of the requested authority or in a language acceptable to that authority. This requirement shall not apply to any documents that accompany the request under paragraph 1 of this Article.

4. If a request does not meet the formal requirements set out above, its correction or completion may be requested; in the meantime precautionary measures may be ordered.

ARTICLE 7
Execution of requests

1. In order to comply with a request for assistance, the requested authority shall at the request of the applicant authority proceed, within the limits of its competence and available resources, by supplying information already possessed, by carrying out appropriate administrative enquiries concerning operations which constitute, or appear to the applicant authority to constitute, breaches of customs legislation or by arranging such enquiries to be carried out.

The requested authority or the other competent authority to which it has recourse shall conduct administrative enquiries as though acting on its own account or at the request of another authority of that same Party.

The requested authority shall communicate the results of such administrative enquiries to the applicant authority.

2. If the requested authority is not the appropriate authority to comply with a request for assistance, it shall transmit the request to the competent authority, and seek the cooperation of that authority. In such case, provisions of this Protocol will be applicable to that authority *mutatis mutandis*. The applicant authority shall be so advised.

3. Requests for assistance shall be executed in accordance with the relevant legislation of the requested Party.

4. By agreement between the applicant authority and the requested authority and subject to the conditions laid down by the latter, officials appointed by the applicant authority may be present at the administrative enquiries referred to in paragraph 1 and have access to the same premises and the same documents as the requested authority to obtain information relating to activities that are or may be operations in breach of customs legislation which the applicant authority needs for the purposes of this Protocol.

ARTICLE 8
Form in which information is to be communicated

1. The requested authority shall communicate results of enquiries to the applicant authority in writing together with relevant documents, certified copies or other items.

2. This information may be in computerised form, unless requested otherwise by the applicant authority.

3. Original documents shall be transmitted only upon request in cases where certified copies would be insufficient. These originals shall be returned at the earliest opportunity.

ARTICLE 9

Exceptions to the obligation to provide assistance

1. Assistance may be refused or may be subject to the satisfaction of certain conditions or requirements, in cases where a Party is of the opinion that assistance under this Protocol would:
 - (a) be likely to prejudice the sovereignty of Ukraine or that of United Kingdom which has been requested to provide assistance under this Protocol; or
 - (b) be likely to prejudice public policy, security or other essential interests, in particular in the cases referred to under Article 10(2) of this Protocol; or
 - (c) violate industrial, commercial or professional secrets protected by law.
2. Assistance may be postponed by the requested authority on the ground that it will interfere with an on-going investigation, prosecution or proceeding. In such a case, the requested authority shall consult with the applicant authority to determine if assistance can be given subject to such terms or conditions as the requested authority may require.
3. Where the applicant authority seeks assistance which it would itself be unable to provide if so requested, it shall draw attention to that fact in its request. It shall then be for the requested authority to decide how to respond to such a request.
4. For the cases referred to in paragraphs 1 and 2 of this Article, the decision of the requested authority and the reasons therefore must be communicated to the applicant authority without delay.

ARTICLE 10

Information exchange and confidentiality

1. Any information communicated in whatsoever form pursuant to this Protocol shall be of a confidential or restricted nature, depending on the rules applicable in each of the Parties. It shall be covered by the obligation of official secrecy and shall enjoy the protection extended to similar information under the relevant laws of the Party that received it.
2. Personal data may be exchanged only where the Party which may receive them undertakes to afford such data an adequate level of protection in accordance with the standards and legal instruments referred to in Article 14 of Title III Justice, Freedom and Security of this Agreement.
3. The use, in judicial or administrative proceedings instituted in respect of breaches of customs legislation, of information obtained under this Protocol, is considered to be for the purposes of this Protocol. Therefore, the Parties may, in their records of evidence, reports and testimonies and in proceedings and charges brought before the courts, use as evidence

information obtained and documents consulted in accordance with the provisions of this Protocol. The competent authority which supplied that information or gave access to those documents shall be notified of such use.

4. Information obtained shall be used solely for the purposes of this Protocol. Where one of the Parties wishes to use such information for other purposes, it shall obtain the prior written consent of the authority which provided the information. Such use shall then be subject to any restrictions laid down by that authority.

ARTICLE 11

Experts and witnesses

An official of a requested authority may be authorised to appear, within the limitations of the authorisation granted, as an expert or witness in judicial or administrative proceedings regarding the matters covered by this Protocol, and produce such objects, documents or certified copies thereof, as may be needed for the proceedings. The request for appearance must indicate specifically before which judicial or administrative authority the official will have to appear, on what matters and by virtue of what title or qualification the official will be questioned.

ARTICLE 12

Assistance expenses

The Parties shall waive all claims on each other for the reimbursement of expenses incurred pursuant to this Protocol, except, as appropriate, for expenses to experts and witnesses, and those to interpreters and translators who are not public service employees.

ARTICLE 13

Implementation

1. The implementation of this Protocol shall be entrusted on the one hand to the central customs authority of Ukraine and on the other hand to the competent services of customs authority of the United Kingdom as appropriate. They shall decide on all practical measures and arrangements necessary for its application, taking into consideration the rules in force in particular in the field of data protection. They may recommend to the competent bodies amendments which they consider should be made to this Protocol.

2. The Parties shall exchange and keep up to date the lists of their respective authorities duly authorized by them for the implementation of this Protocol.

3. The Parties shall consult each other and subsequently keep each other informed of the

detailed rules of implementation which are adopted in accordance with the provisions of this Protocol.

ARTICLE 14
Other agreements

1. Without prejudice to the provisions of paragraph 2 of this Article, the provisions of this Protocol shall:

- not affect the obligations of the Parties under any other international agreement or convention, including bilateral Agreements on mutual assistance which have been or may be concluded between the United Kingdom and Ukraine;
- be deemed complementary to Agreements on mutual assistance which have been or may be concluded between the United Kingdom and Ukraine;
- not preclude more extensive mutual assistance which may be granted under such Agreements.

2. Notwithstanding the provisions of paragraph 1, the provisions of this Protocol shall take precedence over the provisions of any bilateral Agreement on mutual assistance which has been concluded between the United Kingdom and Ukraine prior to the date this Agreement is signed insofar as the provisions of the latter are incompatible with those of this Protocol.

ARTICLE 15
Consultations

In respect of questions relating to the applicability of this Protocol, the Parties shall consult each other to resolve the matter in the framework of the Customs Sub-Committee set up under Article 80 of Chapter 5 (Customs and Trade Facilitation) of Title IV of this Agreement.