

## **Chapter 1 General Provisions**

### **Article 1 Objectives**

The objectives of this Agreement are to:

- (a) liberalise and facilitate trade in goods and services between the Parties;
- (b) realise and promote paperless trading between the Parties;
- (c) facilitate the mutual recognition of the results of conformity assessment procedures for products or processes;
- (d) encourage and promote investment and ensure protection for investments and investment activities in the Parties;
- (e) facilitate the movement of natural persons;
- (f) ensure and enhance adequate, effective and non-discriminatory protection of intellectual property to promote trade and investment between the Parties;
- (g) enhance cooperation for mutual benefit of the Parties in the field of government procurement;
- (h) promote fair and free competition by proscribing anti-competitive activities and cooperate in the field thereof;
- (i) establish a framework for further bilateral cooperation; and
- (j) promote transparency in the implementation of laws and regulations respecting matters covered by this Agreement.

### **Article 2 General Definitions**

For the purposes of this Agreement, unless otherwise specified:

- (a) the term “GATS” means the General Agreement on Trade in Services in Annex 1B to the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, 15 April 1994, as may be amended;
- (b) the term “GATT 1994” means the General Agreement on Tariffs and Trade 1994 in Annex 1A to the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, 15 April 1994, as may be amended and references to articles in GATT 1994 include the interpretative notes;
- (c) the term “Harmonized System (HS)” means the Harmonized Commodity Description and Coding System set out in the Annex to the International Convention on the Harmonized Commodity Description and Coding System, as may be amended, and

adopted and implemented by the Parties in their respective domestic laws; and

- (d) the term “WTO Agreement” means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, 15 April 1994, as may be amended.

### **Article 3 Transparency**

1. Each Party shall promptly publish, or otherwise make publicly available, its laws, regulations, administrative procedures and administrative rulings and judicial decisions of general application as well as, to the extent possible, international agreements to which the Party is a party, which affect the implementation and operation of this Agreement.
2. Each Party shall make publicly available the names and addresses of competent authorities responsible for laws, regulations, administrative procedures and administrative rulings, referred to in paragraph 1 above.
3. Each Party shall, upon request by the other Party, promptly respond to specific questions from, and provide information to, the other Party with respect to matters referred to in paragraph 1 above.
4. When introducing or changing its laws, regulations or administrative procedures that significantly affect the implementation and operation of this Agreement, each Party shall endeavour to provide, to the extent practicable and except in emergency situations, a reasonable interval between the time when such laws, regulations or administrative procedures are published or made publicly available and the time when they enter into force.

### **Article 4 Public Comment Procedures**

The Government of each Party shall, in accordance with the laws and regulations of the Party, endeavour to provide, except in cases of emergency or of insignificant nature, a reasonable opportunity for comments by the public before the adoption, amendment or repeal of regulations of general application that affect any matter covered by this Agreement.

### **Article 5 Administrative Proceedings**

Where the competent authorities of a Party adopt measures which pertain to or affect the implementation and operation of this Agreement and which impose obligations on or restrict rights of a person, such competent authorities shall, prior to any final decision, when time, the nature of the measures and public interest permit and in accordance with the laws and regulations of the Party, provide that person with:

- (a) a reasonable notice, including a description of the nature of the measure, specific provisions upon which such measure will be based, and the facts which may be a cause of taking such measure; and

- (b) a reasonable opportunity to present facts and arguments in support of the position of such person.

### **Article 6 Review and Appeal**

1. Each Party shall maintain judicial or administrative tribunals or procedures for the purpose of prompt review and, where warranted, correction of administrative actions regarding matters covered by this Agreement. Such tribunals or procedures shall be impartial and independent of the authorities entrusted with the administrative enforcement.
2. Each Party shall ensure that, in any such tribunals or procedures, the parties to the proceeding are provided with the right to:
  - (a) a reasonable opportunity to support or defend their respective positions; and
  - (b) a decision based on the evidence and submissions of record.
3. Each Party shall ensure, subject to appeal or further review as provided in its laws and regulations, that the decisions referred to in subparagraph 2(b) above are implemented by the competent authorities of the Party with respect to the administrative action at issue.

### **Article 7 Measures against Corruption**

Each Party shall ensure that measures and efforts are undertaken to prevent and combat corruption of its public officials regarding matters covered by this Agreement in accordance with its laws and regulations.

### **Article 8 Confidential Information**

1. Unless otherwise provided for in this Agreement, nothing in this Agreement shall be construed to require a 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, public or private.
2. Each Party shall, in accordance with its laws and regulations, maintain the confidentiality of information provided in confidence by the other Party pursuant to this Agreement.

### **Article 9 Taxation**

1. Unless otherwise provided for in this Agreement, the provisions of this Agreement shall not apply to any taxation measures.
2. Nothing in this Agreement shall affect the rights and obligations of either Party under any tax convention. In the event of any inconsistency between this Agreement and any such

convention, that convention shall prevail to the extent of the inconsistency.

3. Articles 3 and 8 shall apply to taxation measures, to the extent that the provisions of this Agreement are applicable to such taxation measures.

### **Article 10** **General and Security Exceptions**

1. For the purposes of Chapters 2, 3, 4 and 8 other than Article 103, Articles XX and XXI of the GATT 1994 shall apply *mutatis mutandis*.

2. For the purposes of Chapters 7, 8 other than Article 103 and 9, Articles XIV and XIV *bis* of the GATS shall apply *mutatis mutandis*.

### **Article 11** **Relation to Other Agreements**

1. The Parties reaffirm their rights and obligations under the WTO Agreement or any other agreements to which both Parties are parties.

2. In the event of any inconsistency between this Agreement and the WTO Agreement, the WTO Agreement shall prevail to the extent of the inconsistency.

### **Article 12** **Implementing Agreement**

The Governments of the Parties shall conclude a separate agreement setting forth the details and procedures for the implementation of this Agreement (hereinafter referred to in this Agreement as “the Implementing Agreement”).

### **Article 13** **Joint Committee**

1. A Joint Committee composed of representatives of the Governments of the Parties shall be established under this Agreement.

2. The functions of the Joint Committee shall be:

- (a) reviewing the implementation and operation of this Agreement and, when necessary, making appropriate recommendations to the Parties;
- (b) considering and recommending to the Parties any amendments to this Agreement;
- (c) supervising and coordinating the work of all Sub-Committees established under this Agreement;
- (d) adopting;
  - (i) the Operational Procedures referred to in Article 24; and

- (ii) any necessary decisions; and
  - (e) carrying out other functions as may be agreed upon.
3. The Joint Committee:
- (a) shall be co-chaired by an official of the Government of Japan, at the level of deputy minister or higher, and an official of the Government of the Kingdom of Thailand, at the level of deputy permanent secretary or higher, unless the Parties agree that the Joint Committee convene at ministerial level.
  - (b) may establish Sub-Committees and delegate its responsibilities thereto; and
  - (c) may take such other action in the exercise of its functions as the Parties may agree.
4. The Joint Committee shall convene alternately in Japan and the Kingdom of Thailand (hereinafter referred to in this Agreement as “Thailand”), unless the Parties agree otherwise.

#### **Article 14 Communications**

Communications between the Parties on any matter relating to this Agreement shall be facilitated through the following contact points:

- (a) in the case of Japan, the Ministry of Foreign Affairs; and
- (b) in the case of Thailand, the Ministry of Foreign Affairs.