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First Session Thirteenth Parliament Republic of  
Trinidad and Tobago

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REPUBLIC OF TRINIDAD AND TOBAGO

## **Act No. 9 of 2026**

[L.S.]

AN ACT to give effect to the Partial Scope Trade Agreement between the Republic of Trinidad and Tobago and the Republic of Chile and for related matters

*[Assented to 20th May, 2026]*

WHEREAS the Governments of the Republic of Trinidad and Tobago and the Republic of Chile have entered into a Partial Scope Trade Agreement (hereinafter referred to as "the Agreement") with the aim of strengthening the commercial and economic relations between the two countries:

Preamble

And whereas the purpose of the Agreement is to promote through the expansion of trade in goods the harmonious development of the economic relations between the Republic of Trinidad and Tobago and the Republic of Chile thereby contributing to the economic development of each country; to contribute to the removal of barriers to trade between the countries; to strengthen cooperation activities in all areas relevant to trade; to provide fair conditions of competition for trade; and to establish an efficient, transparent and effective dispute settlement system:

And whereas the Government of the Republic of Trinidad and Tobago is obligated to give effect to the Agreement:

And whereas it is necessary, in order to give effect to the Agreement, to enact national legislation:

Enactment ENACTED by the Parliament of Trinidad and Tobago as follows:

Short title **1.** This Act may be cited as the Republic of Trinidad and Tobago and the Republic of Chile Partial Scope Trade Agreement Act, 2026.

Commencement **2.** This Act shall come into operation on such date as is fixed by the President by Proclamation.

Interpretation **3.** In this Act—  
“Agreement” means the Partial Scope Trade Agreement between the Republic of Trinidad and Tobago and the Republic of Chile executed on 25th April, 2025, which is set out in the Schedule;

“Minister” means the Minister to whom responsibility for trade is assigned.

Provisions of the Agreement to have force of law **4.** The provisions of the Agreement shall have the force of law in the Republic of Trinidad and Tobago.

**5.** (1) The President may, by Order, grant the tariff<sup>President may grant tariff preferences</sup> preferences set out in Annex 2B of the Agreement to goods originating in Chile as listed in Annex 2B of the Agreement.

(2) The preferential treatment under subsection (1) shall apply only to goods which satisfy the requirements of Chapter 3 and its Annexes of the Agreement.

**6.** (1) Where any amendment to the Agreement is<sup>Minister to amend Schedule</sup> accepted by the Government of the Republic of Trinidad and Tobago, the Minister may, by Order, amend the Schedule by including therein the amendment so accepted.

(2) An Order made under this section may contain such consequential, supplemental or ancillary provisions as appear to the Minister to be necessary or expedient for the purpose of giving effect to the accepted amendment and without prejudice to the generality of the foregoing, may contain provisions amending references in this Act to specific provisions of the Agreement.

(3) An Order made under this section shall be subject to negative resolution of Parliament.

(4) Where the Schedule is amended pursuant to this section, any reference in this Act or any other instrument to the Agreement shall, unless the context so requires, be construed as a reference to the Agreement as so amended.

**7.** (1) The Minister may make Regulations for giving<sup>Regulations</sup> effect to the purposes and provisions of the Agreement.

(2) Regulations made under this section shall be subject to negative resolution of Parliament.

## SCHEDULE



**PARTIAL SCOPE TRADE AGREEMENT  
BETWEEN  
THE REPUBLIC OF TRINIDAD AND TOBAGO  
AND  
THE REPUBLIC OF CHILE**

**Preamble**

The Republic of Trinidad and Tobago and the Republic of Chile (hereinafter referred to singularly as the "Party" and collectively as the "Parties"),

**CONSIDERING** that the expansion of their domestic markets, through economic integration, is a vital prerequisite for accelerating their processes of economic development;

**BEARING** in mind the desire to promote mutually beneficial bilateral trade in goods;

**CONVINCED** of the need to establish and promote free trade for strengthening intra-regional economic cooperation and the development of national economies;

**CONSIDERING** their commitment to the principles and rules which govern international trade, in particular those contained in the Agreement establishing the World Trade Organization (WTO);

**RECOGNISING** that the progressive reduction and elimination of barriers to bilateral trade through a Partial Scope Trade Agreement will contribute to the expansion of trade between the Parties, and

**HAVING REGARD TO** the rights and obligations of the Republic of Trinidad and Tobago as a signatory to the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy (CARICOM),

**HAVE AGREED** as follows:

## SCHEDULE—CONTINUED

**CHAPTER 1  
INITIAL PROVISIONS****Article 1.1: Establishment of a Partial Scope Trade Agreement**

The Parties hereby establish a partial scope trade agreement in accordance with the provisions of this Agreement.

**Article 1.2: Relation with Other Agreements**

1. The Parties affirm their rights and obligations with respect to each other under the WTO Agreement and other existing agreements to which both Parties are party.
2. If a Party considers that a provision of this Agreement is inconsistent with a provision of another existing agreement to which both Parties are party, on request, the Parties shall consult with a view to reaching a mutually satisfactory solution. This paragraph is without prejudice to a Party's rights and obligations under Chapter 11 (Dispute Settlement Procedures). For the purposes of the application of this Agreement, the Parties agree that the fact that an agreement provides more favourable treatment of goods than that provided for under this Agreement, does not mean that there is an inconsistency within the meaning of this paragraph.

**Article 1.3: Objectives**

The objectives of this Agreement are to:

- (a) promote the development of the economic relations between the Parties through the expansion of trade in goods;
- (b) contribute to the removal of barriers to trade;
- (c) strengthen cooperation activities in all areas relevant to trade between the Parties, and
- (d) establish an efficient, transparent and effective system to resolve trade disputes arising under this Agreement.

SCHEDULE—CONTINUED



**Article 1.4: Definitions**

For the purposes of this Agreement:

**"Agreement"** means the Partial Scope Trade Agreement between the Republic of Chile and the Republic of Trinidad and Tobago;

**"Commission"** means the Administrative Commission referred to in Article 10.1 (Establishment of the Administrative Commission);

**"customs duty"** includes any import duty or charge of any kind imposed in connection with the importation of a good, but does not include any:

- (a) charges equivalent to internal taxes, including excise duties, sales tax, commitments under paragraph 2 of Article III of GATT 1994;
- (b) antidumping or countervailing duties or safeguards duties applied in accordance with Chapter 5 (Trade Remedies), or
- (c) fees or other charges that are limited in amount to the approximate cost of services rendered.

**"days"** mean calendar days, including weekends and holidays;

**"goods"** mean any merchandise, material, product or article;

**"Harmonized System"** or **"HS"** means the nomenclature comprising the chapters, headings and subheadings and their related numerical codes, the section, chapter and subheading notes and the general rules for the interpretation of the Harmonized System, set out in the Annex to the International Convention on the Harmonized Commodity Description and Coding System;

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

**"originating goods"** mean goods that comply with the conditions under the rules of origin under Chapter 3 (Rules of Origin);

**"territory"** means:

- (a) in the case of Chile, its land, maritime and air space under its sovereignty, and the exclusive economic zone and the continental shelf

## SCHEDULE—CONTINUED



within which it exercises sovereign rights and jurisdiction in accordance with international and its domestic law, and

(b) in the case of Trinidad and Tobago, the Archipelagic State of the Republic of Trinidad and Tobago, comprising the several islands of the Republic of Trinidad and Tobago, its archipelagic waters, territorial sea and airspace thereof, as well as the Exclusive Economic Zone and the continental shelf beyond the territorial sea over which the Republic of Trinidad and Tobago exercises sovereign rights or jurisdiction in accordance with the laws of the Republic of Trinidad and Tobago and with international law, and

**"WTO Agreement"** means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh on 15 April 1994.

**Article 1.5: Scope and Coverage**

Except as otherwise provided therein, this Agreement applies to trade in goods between the Parties.

## SCHEDULE—CONTINUED

**CHAPTER 2  
TRADE IN GOODS****Article 2.1: Definitions**

For the purposes of this Chapter:

**"consular transactions"** means the procedure of obtaining from a consul of the importing Party in the territory of the exporting Party, or in the territory of a third party, a consular invoice or a consular visa for a commercial invoice, certificate of origin, manifest, shipper's export declaration or any other customs documentation in connection with the importation of the good, and

**"duty-free"** means free of customs duty.

**Article 2.2: Elimination and Reduction of Customs Duties**

1. Each Party shall reduce or eliminate customs duties on originating goods of the other Party in accordance with the Schedule of Tariff Commitments in Annex 2A (Schedule of Tariff Commitments of Chile) and Annex 2B (Schedule of Tariff Commitments of Trinidad and Tobago).

2. Except as otherwise provided for in this Agreement, no Party shall increase any existing customs duty or adopt any new customs duty, on originating goods that are covered by this Agreement, pursuant to Annexes 2A and 2B. For greater certainty, a Party may:

(a) raise a customs duty back to the level established in Annexes 2A and 2B following a unilateral reduction, or

(b) raise a customs duty as the result of the application of a safeguard measure.

3. An agreement between the Parties to amend the Schedule for the elimination or reduction of a customs duty on a good, or to include new goods for elimination or reduction of customs duties, shall supersede any import duty or phasing category determined pursuant to the Schedules to Annexes 2A and 2B for such good when approved by each Party in accordance with its applicable legal procedures.

## SCHEDULE—CONTINUED



4. In accordance with Article 10.2 (Functions of the Administrative Commission), upon the request of either Party, the Commission may take a decision to amend the Schedule for the elimination of a customs duty or for including other goods into Annexes 2A and 2B.

5. No later than three (3) years after the entry into force of this Agreement, the Parties shall, through the Commission, consider further steps in the process of liberalisation of the trade between the Parties in respect of this Chapter.

6. In the case of a reduction of customs duties, if a Party modifies its Most Favoured Nation (MFN) customs duty and as a result it is less than the base rate, the reduction shall be applied automatically on the new MFN tariff.

7. If a Party reduces its applied MFN customs duty with respect to any good listed in Annexes 2A and 2B after the entry into force of this Agreement and before the end of the tariff elimination period, the Parties shall consult to consider adjusting the preferential customs duties of such good to be consistent with the MFN customs duty reduction.

8. If the MFN rate of customs duties applied by a Party on a particular good is lower than the rate of customs duty provided for in its Schedule of Tariff Commitments set out in Annexes 2A and 2B, that Party shall apply the lower rate to the originating good of the other Party.

9. A Party may at any time accelerate unilaterally the elimination of customs duties on originating goods of the other Party set out in its Schedule in Annex 2A or 2B. A Party considering doing so shall inform the other Party as early as practicable.

**Article 2.3: 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 Notes and Supplementary Provisions.

**Article 2.4: Import and Export Restrictions**

Except as otherwise provided for in this Agreement, and in accordance with Article XI of GATT 1994 and its Notes and Supplementary Provisions, neither

## SCHEDULE—CONTINUED



Party shall adopt or maintain any prohibition or restriction on the importation of any good of the other Party or on the exportation or sale for export of any good destined for the territory of the other Party.

**Article 2.5: Import Licensing**

1. Neither Party shall adopt or maintain a measure that is inconsistent with the WTO Agreement on Import Licensing Procedures.
2. Each Party shall ensure that all automatic and non-automatic import licensing measures are implemented in a transparent and predictable manner, and applied in accordance with the WTO Agreement on Import Licensing Procedures.
3. A Party shall, promptly and to the extent possible, respond to a request of the other Party for information on import licensing requirements of general application.

**Article 2.6: Administrative Fees and Formalities**

1. Each Party shall ensure, in accordance with Article VIII:1 of GATT 1994 and its Notes and Supplementary Provisions, that all fees and charges of whatever character (other than customs duties, charges equivalent to an internal tax or other internal charge applied consistently with Article III:2 of GATT 1994, and antidumping and countervailing duties) imposed on or in connection with importation or exportation are limited in amount to the approximate cost of services rendered and do not represent an indirect protection to domestic goods or a taxation of imports or exports for fiscal purposes.
2. No Party shall require consular transactions, including related fees and charges, in connection with the importation of any good of the other Party.
3. Each Party shall, to the extent possible, in accordance with its respective laws and regulations, make a list of current fees and charges that it imposes in connection with importation and exportation, and make such information publicly available on the internet or other similar means.

## SCHEDULE—CONTINUED

**Article 2.7: Export Taxes**

No Party shall adopt or maintain any duty, tax or other charge on the export of any good to the territory of the other Party, unless such duty, tax or charge is adopted or maintained on that good when destined for domestic consumption.

## SCHEDULE—CONTINUED

**ANNEX 2A  
Schedule of Tariff Commitments of Chile****General Notes**

1. The provisions of this Annex are expressed in terms of the National Custom Code of the Republic of Chile, set out in Decree N°514 of 1 December 2016 of the Ministry of Finance, amended by Decrees N°334 of 2017, N°175 of 2018 and N°458 of 2019 in force at 1 January 2020 and the interpretation of its provisions, including the coverage of goods, shall be governed by the General Notes, Explanatory Notes, Section Notes, Chapter Notes, Heading Notes, Subheading Notes and the additional Notes of the said National Custom Code. To the extent that the provisions of this Annex are identical to the corresponding provisions of the National Custom Code of the Republic of Chile, the provisions of this Annex shall have the same meaning as the corresponding provisions of the said National Custom Code.

2. The tariff schedule in this Annex contains the following four columns:

(a) HS means the code used in the nomenclature of the Harmonized System 2017;

(b) Description means the description of the good falling under the HS;

(c) Base Rate means the MFN customs duty rate applied on 1 January 2024 from which the tariff reduction or elimination program starts, and

(d) Category means the category under which the good concerned falls for the purposes of tariff reduction or elimination.

3. For the purposes of implementing equal annual instalments, the following shall apply:

(a) the first stage of tariff reduction shall take place on the date of entry into force of this Agreement, and

(b) the subsequent annual reductions shall take place on 1 January of each following year.

4. The categories which are applicable to imports into Chile originating in Trinidad and Tobago are the following:

## SCHEDULE—CONTINUED

(a) "A": customs duties shall be eliminated entirely and such goods shall be duty-free on the date of entry into force of this Agreement. The margin of preference is as follows:

Category	Entry into force
A	100%

(b) "B": customs duties shall be eliminated in three equal annual stages beginning on the date of entry into force of this Agreement, and such goods shall be duty-free, effective from 1 January of Year 2. Each margin of preference is as follows:

Category	Entry into force	Year 1	Year 2
B	33,3%	66,7%	100%

5. The reduced duties calculated for *ad valorem* duties shall be applied rounded to the first decimal place according to the following formula:

(a) in the case where the second decimal place is less than 5, the first decimal place remains unchanged (e.g. 0.04% will be rounded to 0%), and

(b) in the case where the second decimal place is equal to or more than 5, the first decimal place will be increased by one (e.g. 0.05% will be rounded to 0.1%).

SCHEDULE—CONTINUED

SCHEDULE OF TARIFF COMMITMENTS OF CHILE

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
1	0207.4200	-- Not cut in pieces, frozen	6%	B	4.0%	2.0%	0.0%
2	0207.4500	-- Other, frozen	6%	B	4.0%	2.0%	0.0%
3	0304.3900	-- Other	6%	A	0.0%	0.0%	0.0%
4	0304.4500	-- Swordfish ( <i>Xiphias gladius</i> )	6%	A	0.0%	0.0%	0.0%
5	0304.4711	---- Oceanic whitetip shark ( <i>Carcharhinus longimanus</i> )	6%	A	0.0%	0.0%	0.0%
6	0304.4712	---- Blue shark ( <i>Prionace glauca</i> )	6%	A	0.0%	0.0%	0.0%
7	0304.4714	---- Common Hammerhead sharks ( <i>Sphyrna lewini</i> )	6%	A	0.0%	0.0%	0.0%
8	0304.4715	---- Giant hammerhead sharks ( <i>Sphyrna mokarran</i> )	6%	A	0.0%	0.0%	0.0%
9	0304.4716	---- Smooth hammerhead sharks ( <i>Sphyrna zygaena</i> )	6%	A	0.0%	0.0%	0.0%
10	0304.4719	---- Others	6%	A	0.0%	0.0%	0.0%
11	0304.4721	---- Smokers sharks, gray sharks or sea cats ( <i>Hexanchus Griseus</i> )	6%	A	0.0%	0.0%	0.0%
12	0304.4741	---- Thresher shark ( <i>Alopias vulpinus</i> )	6%	A	0.0%	0.0%	0.0%
13	0304.4743	---- Shortfin mako shark ( <i>Isurus oxyrinchus</i> )	6%	A	0.0%	0.0%	0.0%
14	0304.4744	---- Porbeagle sharks ( <i>Lamna nasus</i> )	6%	A	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
15	0304.5100	-- Tilapia ( <i>Oreochromis</i> spp.), catfish ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), carp ( <i>Cyprinus</i> spp., <i>Carassius</i> spp., <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> , <i>Catla catla</i> , <i>Labeo</i> spp., <i>Osteochilus hasselti</i> , <i>Leptobarbus hoeveni</i> , <i>Megalobrama</i> spp.), eels ( <i>Anguilla</i> spp.), Nile perch ( <i>Lates niloticus</i> ) and snakeheads ( <i>Channa</i> spp.)	6%	A	0.0%	0.0%	0.0%
16	0304.5611	---- Oceanic whitetip shark ( <i>Carcharhinus longimanus</i> )	6%	A	0.0%	0.0%	0.0%
17	0304.5612	---- Blue shark ( <i>Prionace glauca</i> )	6%	A	0.0%	0.0%	0.0%
18	0304.5614	---- Common Hammerhead sharks ( <i>Sphyrna lewini</i> )	6%	A	0.0%	0.0%	0.0%
19	0304.5615	---- Giant hammerhead sharks ( <i>Sphyrna mokarran</i> )	6%	A	0.0%	0.0%	0.0%
20	0304.5616	---- Smooth hammerhead sharks ( <i>Sphyrna zygaena</i> )	6%	A	0.0%	0.0%	0.0%
21	0304.5619	---- Others	6%	A	0.0%	0.0%	0.0%
22	0304.5641	---- Thresher shark ( <i>Alopias vulpinus</i> )	6%	A	0.0%	0.0%	0.0%
23	0304.5643	---- Shortfin mako shark ( <i>Isurus paucus</i> )	6%	A	0.0%	0.0%	0.0%
24	0304.5644	---- Porbeagle sharks ( <i>Lamna nasus</i> )	6%	A	0.0%	0.0%	0.0%
25	0304.8700	-- Tunas (of the genus <i>Thunnus</i> ), skipjack or stripe-bellied bonito ( <i>Euthynnus</i> ( <i>Katsuwonus</i> ) <i>pelamis</i> )	6%	A	0.0%	0.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
26	0304.8811	--- Tiburones oceánicos de puntas blancas (Carcharhinus longimanus)	6%	A	0.0%	0.0%	0.0%
27	0304.8812	--- Blue shark (Prionace glauca)	6%	A	0.0%	0.0%	0.0%
28	0304.8814	--- Common Hammerhead sharks (Sphyrna lewini)	6%	A	0.0%	0.0%	0.0%
29	0304.8815	--- Giant hammerhead sharks (Sphyrna mokarran)	6%	A	0.0%	0.0%	0.0%
30	0304.8816	--- Smooth hammerhead sharks (Sphyrna zygaena)	6%	A	0.0%	0.0%	0.0%
31	0304.8819	--- Others	6%	A	0.0%	0.0%	0.0%
32	0304.8841	--- Thresher shark (Alopius vulpinus)	6%	A	0.0%	0.0%	0.0%
33	0304.8843	--- Shortfin mako shark (Isurus oxyrinchus)	6%	A	0.0%	0.0%	0.0%
34	0304.8844	--- Porbeagle sharks (Lamna nasus)	6%	A	0.0%	0.0%	0.0%
35	0304.8960	--- Common dolphinfish (Coryphaena hippurus)	6%	A	0.0%	0.0%	0.0%
36	0304.8979	--- Other	6%	A	0.0%	0.0%	0.0%
37	0304.8990	--- Others	6%	A	0.0%	0.0%	0.0%
38	0304.9100	-- Swordfish (Xiphias gladius)	6%	A	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
39	0304.9300	--- Tilapia ( <i>Oreochromis</i> spp.), catfish ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Catarias</i> spp., <i>Ictalurus</i> spp.), carp ( <i>Cyprinus</i> spp., <i>Carrasius</i> spp., <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> , <i>Catla catla</i> , <i>Labeo</i> spp., <i>Osteochilus hasselti</i> , <i>Leptobarbus hoeveni</i> , <i>Megalobrama</i> spp.), eels ( <i>Anguilla</i> spp.), Nile perch ( <i>Lates niloticus</i> ) and snakeheads ( <i>Channa</i> spp.)	6%	A	0.0%	0.0%	0.0%
40	0304.9611	---- Tiburones oceánicos de puntas blancas ( <i>Carcharhinus longimanus</i> )	6%	A	0.0%	0.0%	0.0%
41	0304.9612	---- Blue shark ( <i>Prionace glauca</i> )	6%	A	0.0%	0.0%	0.0%
42	0304.9614	---- Common Hammerhead sharks ( <i>Sphyrna lewini</i> )	6%	A	0.0%	0.0%	0.0%
43	0304.9615	---- Giant hammerhead sharks ( <i>Sphyrna mokarran</i> )	6%	A	0.0%	0.0%	0.0%
44	0304.9616	---- Smooth hammerhead sharks ( <i>Sphyrna zygaena</i> )	6%	A	0.0%	0.0%	0.0%
45	0304.9619	---- Others	6%	A	0.0%	0.0%	0.0%
46	0304.9641	---- Thresher shark ( <i>Alopias vulpinus</i> )	6%	A	0.0%	0.0%	0.0%
47	0304.9643	---- Shortfin mako shark ( <i>Isurus paucus</i> )	6%	A	0.0%	0.0%	0.0%
48	0304.9644	---- Porbeagle sharks ( <i>Lamna nasus</i> )	6%	A	0.0%	0.0%	0.0%
49	0401.1000	- Of a fat content, by weight, not exceeding 1 %	6%	B	4.0%	2.0%	0.0%
50	0402.9110	---Milk, whether in liquid or semi-solid form	6%	B	4.0%	2.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
51	0709.6010	--Sweet peppers	6%	A	0.0%	0.0%	0.0%
52	0709.6020	--Chile peppers	6%	A	0.0%	0.0%	0.0%
53	0709.6090	--Other	6%	A	0.0%	0.0%	0.0%
54	0709.9310	--- Stored pumpkin (Cucurbita máxima)	6%	A	0.0%	0.0%	0.0%
55	0709.9320	--- Kabocha Pumpkin (Cucurbita moschata x Cucurbita máxima)	6%	A	0.0%	0.0%	0.0%
56	0709.9330	--- Pumpkin Cucurbita mixed	6%	A	0.0%	0.0%	0.0%
57	0709.9390	--- Other	6%	A	0.0%	0.0%	0.0%
58	0709.9910	--- Organic	6%	A	0.0%	0.0%	0.0%
59	0709.9990	--- Other	6%	A	0.0%	0.0%	0.0%
60	0714.1000	- Manioc (cassava)	6%	A	0.0%	0.0%	0.0%
61	0714.2000	- Sweet potatoes	6%	A	0.0%	0.0%	0.0%
62	0807.1100	-- Watermelons	6%	A	0.0%	0.0%	0.0%
63	0807.2000	- Papaws (papayas)	6%	A	0.0%	0.0%	0.0%
64	0904.2211	---- Organic	6%	A	0.0%	0.0%	0.0%
65	0904.2219	---- Other	6%	A	0.0%	0.0%	0.0%
66	0904.2220	--- Chilli (Capsicum frutescens)	6%	A	0.0%	0.0%	0.0%
67	0904.2290	--- Other	6%	A	0.0%	0.0%	0.0%
68	0910.1200	-- Crushed or ground	6%	A	0.0%	0.0%	0.0%
69	0910.9900	-- Other	6%	A	0.0%	0.0%	0.0%
70	1211.9099	--- Other	6%	A	0.0%	0.0%	0.0%
71	1513.1100	-- Crude oil	6%	B	4.0%	2.0%	0.0%
72	1513.1900	-- Other	6%	B	4.0%	2.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
73	1517.1010	--In immediate packings of a net content of 1 KN or less	6%	B	4.0%	2.0%	0.0%
74	1517.1090	--Other	6%	B	4.0%	2.0%	0.0%
75	1604.1911	----Natural	6%	A	0.0%	0.0%	0.0%
76	1604.1912	----In tomato sauce	6%	A	0.0%	0.0%	0.0%
77	1604.1913	----In oil	6%	A	0.0%	0.0%	0.0%
78	1604.1919	----Other	6%	A	0.0%	0.0%	0.0%
79	1604.1920	--- Kingclip	6%	A	0.0%	0.0%	0.0%
80	1604.1930	---Trout	6%	A	0.0%	0.0%	0.0%
81	1604.1940	---Hake	6%	A	0.0%	0.0%	0.0%
82	1604.1990	---Other	6%	A	0.0%	0.0%	0.0%
83	1604.2010	--Of tuna	6%	A	0.0%	0.0%	0.0%
84	1604.2020	--Of bonito	6%	A	0.0%	0.0%	0.0%
85	1604.2030	--Of salmon	6%	A	0.0%	0.0%	0.0%
86	1604.2040	--Of sardine and jack mackarel	6%	A	0.0%	0.0%	0.0%
87	1604.2050	--Of mackarel	6%	A	0.0%	0.0%	0.0%
88	1604.2060	--Of anchovies	6%	A	0.0%	0.0%	0.0%
89	1604.2070	-- Of hake	6%	A	0.0%	0.0%	0.0%
90	1604.2090	--Other	6%	A	0.0%	0.0%	0.0%
91	1704.1010	--Sugar-coated	6%	B	4.0%	2.0%	0.0%
92	1704.1090	--Other	6%	B	4.0%	2.0%	0.0%
93	1704.9030	--Caramels	6%	B	4.0%	2.0%	0.0%
94	1704.9050	--Sweets	6%	B	4.0%	2.0%	0.0%
95	1704.9060	--Sugar gums	6%	B	4.0%	2.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
96	1704.9070	--Nougat	6%	B	4.0%	2.0%	0.0%
97	1704.9080	Confections made in whole or in part from dulce de leche	6%	B	4.0%	2.0%	0.0%
98	1704.9090	--Other	6%	B	4.0%	2.0%	0.0%
99	1806.1010	-- Elaborated with organic cocoa grains	6%	A	0.0%	0.0%	0.0%
100	1806.1090	-- Other	6%	A	0.0%	0.0%	0.0%
101	1806.2010	-- Elaborated with organic cocoa grains	6%	A	0.0%	0.0%	0.0%
102	1806.2090	-- Other	6%	A	0.0%	0.0%	0.0%
103	1806.3100	-- Filled	6%	A	0.0%	0.0%	0.0%
104	1806.3210	--- Elaborated with organic cocoa grains	6%	A	0.0%	0.0%	0.0%
105	1806.3290	---Other	6%	A	0.0%	0.0%	0.0%
106	1806.9000	- Other	6%	A	0.0%	0.0%	0.0%
107	1901.2010	--Containing more than 25% by weight of milk fat, not put up for retail sale	6%	B	4.0%	2.0%	0.0%
108	1901.2090	--Other	6%	B	4.0%	2.0%	0.0%
109	1901.9090	-- Others	6%	B	4.0%	2.0%	0.0%
110	1902.1100	-- Containing eggs	6%	B	4.0%	2.0%	0.0%
111	1902.1910	--- Spaghetti	6%	B	4.0%	2.0%	0.0%
112	1902.1920	--- Pasta for soups	6%	B	4.0%	2.0%	0.0%
113	1902.1990	--- Others	6%	B	4.0%	2.0%	0.0%
114	1904.1000	- Prepared foods obtained by the swelling or roasting of cereals or cereal products	6%	B	4.0%	2.0%	0.0%
115	1904.9000	- Others	6%	B	4.0%	2.0%	0.0%
116	1905.3100	-- Sweet biscuits	6%	B	4.0%	2.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
117	1905.3200	-- Waffles and wafers	6%	B	4.0%	2.0%	0.0%
118	1905.9090	-- Others	6%	B	4.0%	2.0%	0.0%
119	2005.2000	- Potatoes	6%	B	4.0%	2.0%	0.0%
120	2005.4000	- Peas (Pisum sativum)	6%	B	4.0%	2.0%	0.0%
121	2005.5100	-- Beans, shelled	6%	B	4.0%	2.0%	0.0%
122	2007.9991	---- Organic	6%	B	4.0%	2.0%	0.0%
123	2007.9999	---- Other	6%	B	4.0%	2.0%	0.0%
124	2008.1110	---Shelled	6%	B	4.0%	2.0%	0.0%
125	2008.1190	---Other	6%	B	4.0%	2.0%	0.0%
126	2008.1900	-- Other, including mixtures	6%	B	4.0%	2.0%	0.0%
127	2008.9990	---Other	6%	B	4.0%	2.0%	0.0%
128	2009.1900	-- Other	6%	B	4.0%	2.0%	0.0%
129	2009.9000	- Mixtures of juices	6%	B	4.0%	2.0%	0.0%
130	2102.3000	- Prepared baking powders	6%	B	4.0%	2.0%	0.0%
131	2103.1000	- Soya sauce	6%	B	4.0%	2.0%	0.0%
132	2103.2010	-- Tomato ketchup ("catsup" "catchup")	6%	B	4.0%	2.0%	0.0%
133	2103.2090	--Other	6%	B	4.0%	2.0%	0.0%
134	2103.3000	- Mustard flour and meal and prepared mustard	6%	B	4.0%	2.0%	0.0%
135	2103.9010	--Mixed condiments and mixed seasonings	6%	B	4.0%	2.0%	0.0%
136	2103.9020	--Mayonnaise	6%	B	4.0%	2.0%	0.0%
137	2103.9090	--Other	6%	B	4.0%	2.0%	0.0%
138	2105.0010	-With a basis of water	6%	B	4.0%	2.0%	0.0%
139	2105.0020	-With a basis of milk or cream	6%	B	4.0%	2.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
140	2105.0090	-Other	6%	B	4.0%	2.0%	0.0%
141	2106.9090	--Other	6%	B	4.0%	2.0%	0.0%
142	2202.1000	- Waters, including mineral waters and aerated waters, containing added sugar or other sweetening matter or flavoured	6%	B	4.0%	2.0%	0.0%
143	2202.9900	-- Other	6%	B	4.0%	2.0%	0.0%
144	2203.0000	Beer made from malt.	6%	A	0.0%	0.0%	0.0%
145	2204.2199	---- Other	6%	A	0.0%	0.0%	0.0%
146	2206.0000	Other fermented beverages (for example, cider, perry, mead, saké); mixtures of fermented beverages and mixtures of fermented beverages and non-alcoholic beverages, not elsewhere specified or included.	6%	A	0.0%	0.0%	0.0%
147	2207.1000	- Undenatured ethyl alcohol of an alcoholic strength by volume of 80 % vol. or higher	6%	A	0.0%	0.0%	0.0%
148	2208.4010	--Rum	6%	A	0.0%	0.0%	0.0%
149	2208.4090	--Other	6%	A	0.0%	0.0%	0.0%
150	2208.6000	- Vodka	6%	A	0.0%	0.0%	0.0%
151	2208.7000	- Liqueurs and cordials	6%	B	4.0%	2.0%	0.0%
152	2601.1210	-- Pellets	6%	A	0.0%	0.0%	0.0%
153	2601.1290	--- Others	6%	A	0.0%	0.0%	0.0%
154	2601.2000	- Roasted iron pyrites	6%	A	0.0%	0.0%	0.0%
155	2709.0010	- Testing under 25 degrees API	6%	A	0.0%	0.0%	0.0%
156	2709.0020	- Testing 25 degrees API or more	6%	A	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
157	2710.1210	--- Petroleum ether (solvent naphtha, benzine extraction)	6%	A	0.0%	0.0%	0.0%
158	2710.1221	--- For land vehicles, leaded	6%	A	0.0%	0.0%	0.0%
159	2710.1222	--- For land vehicles, unleaded, 93 octanes	6%	A	0.0%	0.0%	0.0%
160	2710.1223	--- For land vehicles, unleaded, 97 octanes	6%	A	0.0%	0.0%	0.0%
161	2710.1224	--- For land vehicles, unleaded, 86 octanes	6%	A	0.0%	0.0%	0.0%
162	2710.1225	--- For land vehicles, unleaded, 87 octanes	6%	A	0.0%	0.0%	0.0%
163	2710.1226	--- For land vehicles, unleaded, 90 octanes	6%	A	0.0%	0.0%	0.0%
164	2710.1227	--- For land vehicles, unleaded, 95 octanes	6%	A	0.0%	0.0%	0.0%
165	2710.1229	--- Other	6%	A	0.0%	0.0%	0.0%
166	2710.1230	--- White spirit	6%	A	0.0%	0.0%	0.0%
167	2710.1290	--- Other	6%	A	0.0%	0.0%	0.0%
168	2710.1910	--- Aviation gasoline	6%	A	0.0%	0.0%	0.0%
169	2710.1921	--- For domestic use	6%	A	0.0%	0.0%	0.0%
170	2710.1922	--- For aircraft engines	6%	A	0.0%	0.0%	0.0%
171	2710.1929	--- Others	6%	A	0.0%	0.0%	0.0%
172	2710.1930	--- Jet fuel	6%	A	0.0%	0.0%	0.0%
173	2710.1940	--- Destillate fuel oils (gasoil, diesel oil)	6%	A	0.0%	0.0%	0.0%
174	2710.1951	--- Fuel oil 6	6%	A	0.0%	0.0%	0.0%
175	2710.1959	--- Other	6%	A	0.0%	0.0%	0.0%
176	2710.1961	--- Base oils	6%	A	0.0%	0.0%	0.0%
177	2710.1964	--- Lubricating greases	6%	A	0.0%	0.0%	0.0%
178	2710.1965	--- Finished lubricating oils, in aerosol with propellant gas	6%	A	0.0%	0.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
179	2710.1966	---- Other finished lubricating oils	6%	A	0.0%	0.0%	0.0%
180	2710.1969	---- Other	6%	A	0.0%	0.0%	0.0%
181	2710.1992	----Solvents obtained from a mixture of aromatic and naphthenic paraffinic hydrocarbons	6%	A	0.0%	0.0%	0.0%
182	2710.1999	----Other	6%	A	0.0%	0.0%	0.0%
183	2710.2000	- Petroleum oils and oils obtained from bituminous minerals (other than crude) and 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, containing biodiesel, other than waste oils	6%	A	0.0%	0.0%	0.0%
184	2710.9100	-- Containing polychlorinated biphenyls (PCBs), polychlorinated terphenyls (PCTs) or polybrominated biphenyls (PBBS)	6%	A	0.0%	0.0%	0.0%
185	2710.9910	---Waste lubricating oils, no longer suitable for their initial intended use	6%	A	0.0%	0.0%	0.0%
186	2710.9990	---Other	6%	A	0.0%	0.0%	0.0%
187	2711.1100	-- Natural gas	6%	A	0.0%	0.0%	0.0%
188	2711.1200	-- Propane	6%	A	0.0%	0.0%	0.0%
189	2711.1300	-- Butanes	6%	A	0.0%	0.0%	0.0%
190	2711.1900	-- Other	6%	A	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
191	2711.2900	-- Other	6%	A	0.0%	0.0%	0.0%
192	2814.1000	- Anhydrous ammonia	6%	A	0.0%	0.0%	0.0%
193	2905.1100	-- Methanol (methyl alcohol)	6%	A	0.0%	0.0%	0.0%
194	2909.1100	-- Diethyl ether	6%	A	0.0%	0.0%	0.0%
195	3004.9092	--- Other for human use	6%	A	0.0%	0.0%	0.0%
196	3102.1000	- Urea, whether or not in aqueous solution	6%	A	0.0%	0.0%	0.0%
197	3214.1000	- Glaziers' putty, grafting putty, resin cements, caulking compounds and other mastics; painters' fillings	6%	A	0.0%	0.0%	0.0%
198	3214.9000	- Other	6%	A	0.0%	0.0%	0.0%
199	3303.0010	- Perfumes	6%	A	0.0%	0.0%	0.0%
200	3303.0020	Toilet waters	6%	A	0.0%	0.0%	0.0%
201	3304.1000	- Lip make-up preparations	6%	A	0.0%	0.0%	0.0%
202	3304.2000	- Eye make-up preparations	6%	A	0.0%	0.0%	0.0%
203	3304.3010	-- Solvents for nail varnishes	6%	A	0.0%	0.0%	0.0%
204	3304.3020	-- Other manieure preparations	6%	A	0.0%	0.0%	0.0%
205	3304.3030	-- Other pedicures preparations	6%	A	0.0%	0.0%	0.0%
206	3304.9100	-- Powders, whether or not compressed	6%	A	0.0%	0.0%	0.0%
207	3304.9920	---Make-up foundations	6%	A	0.0%	0.0%	0.0%
208	3304.9930	---Emulsified oils	6%	A	0.0%	0.0%	0.0%
209	3304.9940	---Sun tan lotions and sun screens	6%	A	0.0%	0.0%	0.0%
210	3304.9999	---- Others	6%	A	0.0%	0.0%	0.0%
211	3307.4910	--- In spray with propellant gas	6%	A	0.0%	0.0%	0.0%
212	3401.1100	-- For toilet use (including medicated products)	6%	A	0.0%	0.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
213	3401.1900	-- Other	6%	A	0.0%	0.0%	0.0%
214	3401.2010	-- For toilet use (including medicated products)	6%	A	0.0%	0.0%	0.0%
215	3401.2090	-- Others	6%	A	0.0%	0.0%	0.0%
216	3808.6190	--- Others	6%	A	0.0%	0.0%	0.0%
217	3808.6200	-- In packings of a net weight content exceeding 500 g but not exceeding 7.5 kg	6%	A	0.0%	0.0%	0.0%
218	3808.6900	-- Other	6%	A	0.0%	0.0%	0.0%
219	3808.9111	----Containing bromomethane (methyl bromide) or bromochloromethane	6%	A	0.0%	0.0%	0.0%
220	3808.9112	---- Containing ethylene dibromide	6%	A	0.0%	0.0%	0.0%
221	3808.9113	---- Containing heptachlor	6%	A	0.0%	0.0%	0.0%
222	3808.9114	---- Containing mevinfos	6%	A	0.0%	0.0%	0.0%
223	3808.9119	----Other	6%	A	0.0%	0.0%	0.0%
224	3808.9191	----Containing bromomethane (methyl bromide) or bromochloromethane	6%	A	0.0%	0.0%	0.0%
225	3808.9192	---- Containing ethylene dibromide	6%	A	0.0%	0.0%	0.0%
226	3808.9193	---- Containing heptachlor	6%	A	0.0%	0.0%	0.0%
227	3808.9194	---- Containing mevinfos	6%	A	0.0%	0.0%	0.0%
228	3808.9199	---- Others	6%	A	0.0%	0.0%	0.0%
229	3808.9411	----Containing bromomethane (methyl bromide) or bromochloromethane	6%	A	0.0%	0.0%	0.0%
230	3808.9412	---- Other, for domestic use, in propellant gas aerosol	6%	A	0.0%	0.0%	0.0%
231	3808.9419	---- Others	6%	A	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

No	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
232	3808.9491	---Containing bromomethane (methyl bromide) or bromochloromethane	6%	A	0.0%	0.0%	0.0%
233	3808.9499	---Other	6%	A	0.0%	0.0%	0.0%
234	3824.4000	- Prepared additives for cements, mortars or concretes	6%	A	0.0%	0.0%	0.0%
235	3824.5000	- Non-refractory mortars and concretes	6%	A	0.0%	0.0%	0.0%
236	3923.2910	---Bags	6%	A	0.0%	0.0%	0.0%
237	3923.2990	---Other	6%	A	0.0%	0.0%	0.0%
238	3923.9090	--Other	6%	A	0.0%	0.0%	0.0%
239	3924.1000	- Tableware and kitchenware	6%	A	0.0%	0.0%	0.0%
240	3924.9000	- Other	6%	A	0.0%	0.0%	0.0%
241	3925.1000	- Reservoirs, tanks, vats and similar containers, of a capacity exceeding 300 l	6%	A	0.0%	0.0%	0.0%
242	3925.2000	- Doors, windows and their frames and thresholds for doors	6%	A	0.0%	0.0%	0.0%
243	3925.9000	- Other	6%	A	0.0%	0.0%	0.0%
244	3926.9090	--Other	6%	A	0.0%	0.0%	0.0%
245	4811.9099	---Other	6%	A	0.0%	0.0%	0.0%
246	4818.1010	--Put up for retail sale	6%	A	0.0%	0.0%	0.0%
247	4818.1090	--Other	6%	A	0.0%	0.0%	0.0%
248	4818.2010	--Handkerchiefs	6%	A	0.0%	0.0%	0.0%
249	4818.2020	--Cleansing or facial tissues	6%	A	0.0%	0.0%	0.0%
250	4818.2030	--Towels	6%	A	0.0%	0.0%	0.0%
251	4818.3020	--Serviettes	6%	A	0.0%	0.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2 and following years
252	4909.0000	Printed or illustrated postcards; printed cards bearing personal greetings, messages or announcements, whether or not illustrated, with or without envelopes or trimmings.	6%	A	0.0%	0.0%	0.0%
253	6204.6311	---Trousers	6%	A	0.0%	0.0%	0.0%
254	6204.6314	---Shorts	6%	A	0.0%	0.0%	0.0%
255	6205.3022	---For boys	6%	A	0.0%	0.0%	0.0%
256	6205.3023	--- For men	6%	A	0.0%	0.0%	0.0%
257	6211.3300	-- Of man-made fibres	6%	A	0.0%	0.0%	0.0%
258	6216.0000	Gloves, mittens and mitls.	6%	A	0.0%	0.0%	0.0%
259	7203.1000	- Ferrous products obtained by direct reduction of iron ore	6%	A	0.0%	0.0%	0.0%
260	7207.1100	-- Of rectangular (including square) cross-section, the width measuring less than twice the thickness	6%	A	0.0%	0.0%	0.0%
261	7213.9900	-- Other	6%	A	0.0%	0.0%	0.0%
262	7326.9000	- Other	6%	A	0.0%	0.0%	0.0%
263	8507.1010	--Working with a liquid electrolyte	6%	A	0.0%	0.0%	0.0%
264	8507.1090	--Other	6%	A	0.0%	0.0%	0.0%
265	8507.2000	- Other lead-acid accumulators	6%	A	0.0%	0.0%	0.0%
266	9403.2020	--Shelves	6%	A	0.0%	0.0%	0.0%
267	9403.2090	--Other	6%	A	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

**ANNEX 2B****Schedule of Tariff Commitments of Trinidad and Tobago****General Notes**

1. The provisions of this Annex are expressed in terms of the First Schedule of the Customs Act, Chapter 78:01 of the Laws of Trinidad and Tobago in force at 1 April 2015 and the interpretation of its provisions, including the coverage of goods, shall be governed by the General Notes, Explanatory Notes, Section Notes, Chapter Notes, Heading Notes, Subheading Notes and the additional CARICOM Notes of the said First Schedule. To the extent that provisions of this Annex are identical to the corresponding provisions of the First Schedule, the provisions of this Annex shall have the same meaning as the corresponding provisions of the said First Schedule. Additional Common External Tariff Notes may be applicable on the implementation of new Harmonized Systems.<sup>1</sup>

2. The tariff schedule in this Annex contains the following four columns:

(a) HS means the code used in the nomenclature of the Harmonized System 2012;

(b) Description means the description of the good falling under the HS;

(c) Base Rate means the MFN customs duty rate applied on 1 January 2024 from which the customs duty reduction or elimination program starts, and

(d) Category means the category under which the good concerned falls for the purposes of customs duty reduction or elimination.

3. For the purposes of implementing equal annual instalments, the following shall apply:

(a) the first stage of tariff reduction shall take place on the date of entry into force of this Agreement, and

<sup>1</sup> The Additional CET Notes referred to in Annex B are required to be consistent with the Harmonized System.

SCHEDULE—CONTINUED

(b) the subsequent annual reductions shall take place on 1 January of each following year.

4. The categories which are applicable to imports into Trinidad and Tobago originating in Chile are the following:

(a) "A": customs duties shall be eliminated entirely and such goods shall be duty-free immediately on the date of entry into force of this Agreement. The margin of preference is as follows:

Category	Entry into force
A	100%

(b) "B": customs duties shall be reduced in accordance with the following timetable:

Category	Entry into force
B	87.5%

(c) "C": customs duties shall be eliminated in five equal annual stages beginning on the date of entry into force of this Agreement, and such goods shall be duty-free, effective from 1 January of Year 4. Each margin of preference is as follows:

Category	Entry into force	Year 1	Year 2	Year 3	Year 4
C	20%	40%	60%	80%	100%

(d) "D": customs duties shall be eliminated in ten equal annual stages beginning on the date of entry into force of this Agreement, and such goods shall be duty-free, effective from 1 January of Year 9. Each margin of preference is as follows:

Category	Entry into force	Year 1	Year 2	Year 3	Year 4
D	10%	20%	30%	40%	50%

Year 5	Year 6	Year 7	Year 8	Year 9
60%	70%	80%	90%	100%

## SCHEDULE—CONTINUED

(e) "E": customs duties shall be bound at the current applied MFN rate of duty.

5. The reduced duties calculated for *ad valorem* duties shall be applied rounded to the first decimal place according to the following formula:

(a) in cases where the second decimal place is less than 5, the first decimal place remains unchanged (e.g. 0.04% will be rounded to 0%), and

(b) in cases where the second decimal place is equal to or more than 5, the first decimal place will be increased by one (e.g. 0.05% will be rounded to 0.1%).

SCHEDULE—CONTINUED

SCHEDULE OF TARIFF COMMITMENTS OF TRINIDAD AND TOBAGO

Nº	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
1.	0302.11.00	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> )	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2.	0302.13.00	Pacific salmon ( <i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbuscha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> and <i>Oncorhynchus rhodurus</i> )	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
3.	0302.14.00	Atlantic salmon (Salmo salar) and Danube salmon (Hueho hueho)	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
4.	0303.11.00	Sockeye salmon (red salmon) (Oncorhynchus nerka)	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
5.	0303.13.00	Atlantic salmon (Salmo salar) and Danube salmon (Hueho hueho)	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
6.	0303.29.00	Seabass (Dicentrarchus spp)	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
7.	0303.84.00	Pacific salmon (Oncorhynchus nerka, Oncorhynchus gorbuscha, Oncorhynchus keta, Oncorhynchus tshawytscha, Oncorhynchus kisutch, Oncorhynchus masou and Oncorhynchus rhodurus), Atlantic salmon (Salmo	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
8.	0304.41.00	Atlantic salmon (Salmo salar)	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
9.	0304.42.00	<i>salar</i> and Danube salmon ( <i>Hucho hucho</i> ) 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 tshawytscha</i> )	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
10.	0304.81.00	Pacific salmon ( <i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbuscha</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</i> )	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
		<i>salar</i> ) and Danube salmon ( <i>Hucho hucho</i> )												
11.	0304.89.90	Other: except for dolphin and sardine	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
12.	0304.82.00	Trout ( <i>Salmo trutt.</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aguabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> and <i>Oncorhynchus tshawytschae</i> )	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
13.	0402.10.00	In powder, granules or other solid forms, of a fat content, by weight not exceeding 1.5%	5%	E	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
14.	0402.21.00	Not containing added sugar or other sweetening matter	5%	E	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
15.	0404.10.00	Whey and modified whey, whether or not concentrated or containing added	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
		sugar or other sweetening matter												
16.	0404.90.00	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
17.	0405.10.10	Non-salted butter	10%	C	8.0%	6.0%	4.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
18.	0405.10.20	Salted butter	10%	C	8.0%	6.0%	4.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
19.	0406.10.00	Fresh (unripened or uncurd) cheese, including whey cheese, and curd	5%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
		Excluding Fresh Cream Cheese												
20.	0406.20.00	Grated or powdered cheese, of all kinds	5%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
21.	0406.30.00	Processed cheese, not grated or powdered	5%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
		Excluding Processed Cheese Spread												
22.	0406.90.00	Other cheese	5%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
23.	0603.15.90	Other lilies	40%	C	32.0%	24.0%	16.0%	8.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
24.	0603.90.00	Other	40%	D	36.0%	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%
25.	0706.90.90	Other (Excluding Beetroot)	40%	D	36.0%	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%
26.	0709.20.00	Asparagus	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
27.	0709.70.00	Spinach, New Zealand spinach and orache spinach (garden spinach)	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
28.	Ex 0710.21.90	Other: Peas (Pisum Sativum) for Consumption	40%	D	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%	0.0%
29.	0710.40.10	For use in industry	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
30.	0710.40.90	Other	40%	D	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%	0.0%
31.	0710.90.90	Other	40%	D	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%	0.0%
32.	0802.11.00	In shell	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
33.	0802.12.00	Shelled	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
34.	0802.22.00	Hazelnuts Shelled	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
35.	0802.32.00	Shelled	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
36.	0804.40.00	Avocados	40%	E	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
37.	0806.10.00	Fresh	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
38.	0806.20.00	Dried	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
39.	0808.10.00	Apples	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
40.	0808.30.00	Pears	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
41.	0808.40.00	Quinces	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
42.	0809.10.00	Apricots	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
43.	0809.29.00	Other	40%	D	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%	0.0%
44.	0809.30.00	Peaches, including nectarines	40%	D	36.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
45.	0809.40.00	Plums and sloes	40%	D	36.0%	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%
46.	0810.20.00	Raspberries, blackberries, mulberries and loganberries	40%	D	36.0%	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%
47.	0810.40.00	Cranberries, bilberries and other fruits of the genus Vaccinium (Ex.Cranberries)	40%	D	36.0%	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%
48.	0810.50.00	Kiwifruit	40%	D	36.0%	32.0%	28.0%	24.0%	20.0%	16.0%	12.0%	8.0%	4.0%	0.0%
49.	0810.70.00	Persimmons	40%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
50.	0811.20.00	Raspberries, blackberries, mulberries, loganberries, black, white or red currants and gooseberries	15%	C	12.0%	9.0%	6.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
51.	Ex 0811.90.90	Other: Frozen blueberries, cranberries, grapes, peaches, apricots, cherries, kiwifruit, apples	15%	C	12.0%	9.0%	6.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
52.	0813.20.00	Prunes	15%	C	12.0%	9.0%	6.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
53.	Ex 0813.40.00	Other fruit:Dried berries (strawberry, blueberry, raspberry,	15%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
		blackberry, dried cranberry), dried peaches, Mosqueta (Rosa rubiginosa), other dried fruit except from headings 0801 to 0806.												
54.	0902.30.00	Black tea (fermented) and partly fermented tea, in immediate packings of a content not exceeding 3 kg.	5%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
55.	0902.40.00	Other black tea (fermented) and other partly fermented tea	5%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
56.	1104.12.00	Of oats	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
57.	1108.20.00	Inulin	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
58.	1209.91.00	Vegetable seeds	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
59.	1302.31.00	Agar-agar	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
60.	1509.10.00	Virgin	40%	B	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
61.	Ex 1604.19.00	Other – Halke, Trout	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
62.	1604.20.00	Other prepared or preserved fish	20%	E	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
63.	1605.52.00	Scallops, including queen scallops	20%	E	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
64.	1605.53.00	Mussels	20%	E	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
65.	1901.10.00	Preparations for infant use, put up for retail sale	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
66.	1901.90.20	Preparations of malt extract	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
67.	2002.90.10	Tomato paste, in packages not less than 50 kg	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
68.	2005.70.90	Other	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
69.	2006.00.20	Glacé cherries	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
70.	2006.00.90	Other	15%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
71.	2007.10.10	For infant use, as defined in Subheading Note 2 to this Chapter	10%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
72.	Ex 2007.91.90	Other – Tangerines, Clementines	20%	E	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
73.	2008.60.90	Other	20%	C	16.0%	8.0%	4.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
74.	2008.70.00	Peaches, including nectarines	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
75.	2008.93.00	Cranberries (Vaccinium macrocarpon, Vaccinium)	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
		oxyococos, <i>Vaccinium vitis-idaea</i> )												
76.	2009.71.10	Concentrated, not in packages put up for retail sale	5%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
77.	2102.20.10	Inactive yeasts	15%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
78.	2106.90.30	Flavouring powders for making beverages	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
79.	2204.10.00	Sparkling wine	\$105.46 per litre	D	\$94.91	\$73.82	\$63.28	\$52.73	\$42.18	\$31.64	\$21.09	\$10.55	\$0.00	\$0.00
80.	2204.21.00	In containers holding 2 litres or less	\$58.31 per litre	D	\$52.48	\$40.82	\$34.99	\$29.16	\$23.32	\$17.49	\$11.66	\$5.83	\$0.00	\$0.00
81.	2204.29.10	Grape must with fermentation prevented or arrested by the addition of alcohol	8.45%	D	7.6%	5.9%	5.1%	4.2%	3.4%	2.5%	1.7%	0.8%	0.0%	0.0%
82.	2204.29.90	Other	\$58.31 per litre	D	\$52.48	\$40.82	\$34.99	\$29.16	\$23.32	\$17.49	\$11.66	\$5.83	\$0.00	\$0.00
83.	2204.30.00	Other grape must	8.45%	D	7.6%	5.9%	5.1%	4.2%	3.4%	2.5%	1.7%	0.8%	0.0%	0.0%
84.	2205.10.00	In containers holding 2 litres or less	\$79.09 per litre	D	\$71.18	\$55.36	\$47.45	\$39.55	\$31.64	\$23.73	\$15.82	\$7.91	\$0.00	\$0.00

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
85.	2309.90.90	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
86.	2501.00.30	Rock salt	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
87.	2905.12.00	Propan-1-ol (propyl alcohol) and propan-2-ol (isopropyl alcohol)	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
88.	3302.10.20	Preparations based on odouriferous substances, of a kind used in the manufacture of beverages	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
89.	4011.10.00	Of a kind used on motor cars (including station wagons and racing cars)	30%	C	18.0%	12.0%	6.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
90.	4409.10.90	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
91.	4410.11.00	Particle board	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
92.	4411.12.00	Of a thickness not exceeding 5 mm	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
93.	4411.13.00	Of a thickness exceeding 5 mm but not exceeding 9 mm	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
94.	4411.14.00	Of a thickness exceeding 9 mm	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
95.	4411.92.00	Of a density exceeding 08 g/cm <sup>3</sup>	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
96.	4411.93.00	Of a density exceeding 0.5 g/cm <sup>3</sup> but not exceeding 0.8 g/cm <sup>3</sup>	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
97.	4411.94.00	Of a density not exceeding 0.5 g/cm <sup>3</sup>	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
98.	4412.99.00	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
99.	4418.72.00	Other, multilayer	15%	C	12.0%	9.0%	6.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
100.	4418.79.10	Parquet panels	15%	C	12.0%	9.0%	6.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
101.	4418.79.90	Other	15%	C	12.0%	9.0%	6.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
102.	4418.90.10	Cellular wood panels, whether or not faced with base metal	15%	C	12.0%	9.0%	6.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
103.	4419.00.00	Tableware and kitchenware, of wood	20%	C	16.0%	12.0%	8.0%	4.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
104.	4421.90.30	Letters, figures, moulding patterns, templates; paving blocks; trellises and fencing panels; venetian and other blinds; labels for horticulture; dowel pins	15%	C	12.0%	9.0%	6.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
105.	4703.21.00	Coniferous	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
106.	4703.29.00	Non-coniferous	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
107	4803.00.20	Toilet or facial tissue stock	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
108	4808.10.90	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
109	4810.13.00	In rolls	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110	4810.19.00	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
111	4810.99.00	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
112	4811.41.00	Self-adhesive	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
113	4811.51.00	Bleached, weighing more than 150 g/m <sup>2</sup>	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
114	4811.90.00	Other paper, paperboard, cellulose wadding and webs or cellulose fibres	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
115	4901.99.10	Brochures and pamphlets	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
116	5502.00.00	Artificial filament tow	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
117	5911.90.00	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
118	6210.10.00	Of fabrics of heading No 5602 or 5603	20%	E	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
119	7007.19.00	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
120	7007.29.00	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
121	7308.30.00	Doors, windows and their frames and thresholds for doors	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
122	7308.90.00	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
123	7318.15.00	Other screws and bolts, whether or not with their nuts or washers	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
124	7318.16.00	Nuts	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
125	7318.23.00	Rivets	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
126	7616.99.90	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
127	8205.51.00	Household tools	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
128	8413.70.00	Other centrifugal pumps	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
129	8413.91.90	Other	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
130	8418.10.10	Frost free, electrical	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
131	8418.10.20	Other, electrical	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
132	8418.10.30	Non-electrical	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
133	8418.21.10	Frost free, electrical	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
134	8418.21.20	Other, electrical	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
135	8418.21.30	Non-electrical	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
136	8418.29.10	Electrical	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
137	8418.29.20	Non-electrical	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
138	8418.30.00	Freezers of the chest type, not exceeding 800 litre capacity	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

SCHEDULE—CONTINUED

N°	HS	Description	Base Rate	Category	Entry into force	1st January Year 1	1st January Year 2	1st January Year 3	1st January Year 4	1st January Year 5	1st January Year 6	1st January Year 7	1st January Year 8	1st January Year 9 and following years
139	8418.40.00	Freezers of the upright type, not exceeding 900 litre capacity	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
140	8418.61.00	Heat pumps other than air conditioning machines of heading 8415	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
141	8418.69.00	Other	20%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
142	8418.91.00	Furniture designed to receive refrigerating or freezing equipment	0%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
143	8418.99.00	Other	2.5%	A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

## SCHEDULE—CONTINUED

**CHAPTER 3  
RULES OF ORIGIN****Section I - General Provisions****Article 3.1: Definitions**

For the purposes of this Chapter:

**"aquaculture"** means the farming of aquatic organisms, including fish, molluscs, crustaceans, other aquatic invertebrates and aquatic plants, from seed stock such as eggs, fry, fingerlings and larvae, by intervention in the rearing or growth processes to enhance production, such as regular stocking, feeding or protection from predators;

**"Certifying Authority"** means in the case of Trinidad and Tobago, exportTT Limited, or its successor;

**"Chapters, headings and subheadings"** mean the chapters, headings and subheadings (two, four and six digit codes respectively) used in the Harmonized System;

**"CIF"** means the value of the good imported that includes cost of the good, freight and insurance up to the port or place of entry in the country of importation;

**"Customs Authority"** means:

(a) in the case of Chile, the National Customs Service of Chile, Ministry of Finance (*Servicio Nacional de Aduanas, Ministerio de Hacienda*), and

(b) in the case of Trinidad and Tobago, the Customs and Excise Division, Ministry of Finance or its successor;

**"customs value"** means the value as determined in accordance with the WTO Agreement on Customs Valuation;

**"FOB"** means free on board regardless of the mode of transportation, at the point of direct shipment by the seller to the buyer;

SCHEDULE—CONTINUED



**“fungible goods or materials”** means goods or materials that are interchangeable for commercial purposes and whose properties are essentially identical;

**“identical goods”** means goods which are the same in all respects, including physical characteristics, quality and reputation. Minor differences in appearance would not preclude goods otherwise conforming to the definition from being regarded as identical;

**“mariculture”** means the cultivation and management and harvesting of marine and brackish water organisms in their natural habitats or within specially constructed areas, for example ponds, cages, corals or tanks;

**“material”** means a good that is used in the production of another good, including a part or an ingredient;

**“non-originating material”** means a material that does not qualify as originating under this Chapter;

**“originating material”** means a material that qualifies as originating under this Chapter;

**“production”** means growing, mining, extracting, raising, harvesting, fishing, trapping, aquaculture, mariculture, gathering, collecting, capturing, hunting, manufacturing and processing of a good, and

**“vessel”** means any ship engaged in commercial fishing or commercial exploitation of marine products registered and recorded with a Party and entitled to fly its flag in accordance with each Party’s laws and regulations.

**Article 3.2: Interpretation and Application**

The Parties shall use, for the interpretation and application of the rules of origin of this Agreement, the most up to date version of the Harmonized System, including the chapters, headings, subheadings, corresponding numerical codes and notes to the sections.

## SCHEDULE—CONTINUED

**Section II - Criteria for Originating Goods****Article 3.3: General Requirements**

For the purpose of applying the preferential tariff treatment by a Party to an originating good of the other Party in accordance with this Agreement, the following goods shall be considered as originating in a Party:

- (a) the good is wholly obtained or produced in the territory of one or both Parties, as defined in Article 3.5;
- (b) the good is produced entirely in the territory of one or both Parties from originating materials;
- (c) each of the non-originating materials used in the production of the good undergoes a change in tariff classification as set out in Annex 3A as a result of production occurring entirely in the territory of one or both Parties, or
- (d) the good otherwise satisfies the requirements of Annex 3A where no change in tariff classification is required, and the good satisfies all other requirements of this Chapter.

**Article 3.4: Accumulation**

1. For the purposes of the origin requirements, where materials or products originating in the territory of a Party are incorporated into particular goods in the territory of the other Party, those goods shall be considered as goods originating in the Party where final production takes place.
2. A good is originating when it is produced in the territory of one or both Parties by one or more producers, provided that the good satisfies the requirements established in this Chapter.
3. The Parties shall consider the establishment of provisions regarding accumulation with non-Parties and its implementation under the Commission.

## SCHEDULE—CONTINUED

**Article 3.5: Wholly Obtained or Produced Products**

The following products shall be considered as wholly obtained or produced:

- (a) minerals and other non-living natural resources extracted in or taken from the territory of the Parties;
- (b) plants and plant products harvested or grown and gathered in the territory of one or both Parties;
- (c) live animals born, and raised in the territory of one or both Parties;
- (d) goods obtained from live animals raised in the territory of one or both Parties;
- (e) goods obtained from slaughtered animals born and raised in the territory of one or both Parties;
- (f) goods obtained from hunting, trapping, fishing or aquaculture including mariculture, in the territory of the Parties;
- (g) fish, shellfish or other marine life taken from the sea, seabed or subsoil outside the territory of the Parties by a vessel as defined in this Agreement;
- (h) goods produced on board a factory ship, or leased vessel, from the goods referred to in subparagraph (f), provided that the factory ship, or leased vessel is registered and recorded with a Party, and entitled to fly its flag;
- (i) waste and scrap resulting from utilisation, consuming or manufacturing operations conducted in the territory of any of the Parties, provided they are fit only for the recovery of raw materials, and
- (j) goods produced by any of the Parties exclusively from the products specified in subparagraphs (a) to (h) above.

## SCHEDULE—CONTINUED

**Article 3.6: Processes or Operations Considered as Insufficient to Confer Originating Status**

1. Except as provided for in Article 3.3, or as specified in a specific rule of origin in Annex 3A, goods shall not be treated as originating, if they are produced by any operation or process which consists only of one or more of the following:

- (a) preserving operations to ensure that the products remain in good condition during transport and storage such as airing, drying, refrigerating as well as immersing in salty or sulphured water or in water added with other substances, extracting damaged parts and other similar operations;
- (b) dilution in water or in any other substance that will not alter the goods' initial characteristics;
- (c) simple operations such as removal of dust, sifting, screening, sorting, classifying, grading, matching, washing, painting, husking, stoning of seeds, slicing and cutting;
- (d) simple formation of sets of goods, except for those provided for in Article 3.10;
- (e) repackaging either by breaking up packages or assembling new packages;
- (f) simple packing in bottles, cans, flasks, bags, cases, boxes, fixing on cards or boards and all other simple packaging operations;
- (g) affixing or printing marks, labels, logos and other like distinguishing signs on goods or their packaging;
- (h) simple cleaning, including removal of oxide, oil, paint or other coverings;
- (i) simple assembly of parts to constitute a complete article or, disassembly of goods into parts, in accordance with General Rule 2a of the Harmonized System;
- (j) slaughter of animals;

SCHEDULE—CONTINUED



(k) simple mixing of materials or products, provided the characteristics of the obtained goods are not essentially different from those of the mixed materials or products;

(l) operations which consist solely of welding, soldering, fastening, riveting, bolting and the like or otherwise putting together of finished parts or components to constitute a finished good;

(m) oil application, and

(n) the combination of two or more of the above operations.

2. For the purposes of paragraph 1, operations shall be considered simple if neither special skills nor machines, apparatus or equipment especially produced or installed are needed for carrying out those operations.

**Article 3.7: Accessories, Spare Parts and Tools**

An accessory, spare part or tool delivered with the good that forms part of the good's standard accessories, spare parts or tools, is an originating good. The accessory, spare part or tool is disregarded in determining whether all the non-originating materials used in the production of the good satisfy the requirements set out in Annex 3A, if:

(a) the accessories, spare parts or tools are not invoiced separately from the good, and

(b) the quantity and value of the accessories, spare parts or tools are customary for the goods.

**Article 3.8: Fungible Materials**

For the purpose of determining whether a good is an originating good, if:

(a) originating and non-originating fungible materials are used in the production of a good, the determination of whether the fungible material is originating may be made by physical segregation of stocks or in accordance with an inventory management method recognised in, or

## SCHEDULE—CONTINUED



otherwise accepted by, the Generally Accepted Accounting Principles of the Party in which the production takes place, and

(b) originating and non-originating fungible goods are physically combined or mixed in inventory in a Party and exported in the same form to the other Party, the determination of whether the good is an originating good may be made in accordance with an inventory management method recognised in, or otherwise accepted by, the Generally Accepted Accounting Principles of the Party from which the good is exported.

**Article 3.9: De Minimis/Tolerance**

Where the value of all non-originating materials used in the production of goods that do not undergo an applicable change in tariff classification as set out in Annex 3A is not more than fifteen percent (15%) of the FOB value basis, these materials shall be considered to be originating.

**Article 3.10: Sets or Assortments of Goods**

Sets, as defined in Rule 3 of the General Rules for the Interpretation of the Harmonized System, shall be regarded as originating when all goods contained in the set qualify as originating goods. However, when a set is composed of originating and non-originating goods, the set as a whole shall be regarded as originating provided that the value of the non-originating goods does not exceed fifteen per cent (15%) of the FOB value of the set.

**Article 3.11: Packages and Packaging Materials for Retail Sale**

Notwithstanding any provision herein to the contrary, packaging materials or containers in which a good is packaged for retail sale are disregarded in determining whether:

(a) the non-originating material satisfies the applicable requirements set forth in Annex 3A, or

(b) the good meets the requirements established in Article 3.3.

## SCHEDULE—CONTINUED

**Article 3.12: Containers and Packaging Materials for Transport**

Packaging materials and containers in which the good is packed for shipment shall be disregarded in determining whether all the non-originating materials used in the production of the good undergo the applicable change in tariff classification of the said material.

**Article 3.13: Neutral Elements or Indirect Materials**

1. "Neutral elements" or "indirect materials" mean materials used in the production, testing or inspection of goods, but not physically incorporated into the goods, or goods used in the maintenance of buildings or the operation of equipment associated with the production of goods, including:

- (a) energy and fuel;
- (b) plant and equipment;
- (c) tools, dies, machines and moulds;
- (d) parts and materials used in the maintenance of plant, equipment and buildings;
- (e) materials or products which do not enter into the final composition of the good;
- (f) gloves, glasses, footwear, clothing, safety equipment and supplies;
- (g) equipment, devices and supplies used for testing or inspecting the goods;
- (h) lubricant grease, compounding material or other material used in the production or operation of equipment or buildings;
- (i) catalysts or solvents, or
- (j) any other material that are not incorporated in the good, but the use of which can reasonably be demonstrated to be a part of the production of the good.

## SCHEDULE—CONTINUED



2. Each Party shall provide that an indirect material shall be considered to be an originating material without regard to where it is produced, and its value shall be the cost registered in the accounting records of the producer of the export good.

**Article 3.14: Direct Transport, Transit and Transshipment**

1. For originating goods to benefit from the preferential tariff treatment provided under this Agreement, the originating goods declared for home use in a Party shall be the same goods as exported from the other Party in which they are considered originating.

2. Direct consignment ensures the non-alteration or non-manipulation of the originating goods. The goods shall not have been altered or manipulated in any way or subjected to operations other than loading, unloading and reloading or operations to preserve them in good condition.

3. For the purposes of paragraphs 1 and 2, the following shall be considered as direct consignment:

(a) goods transported without going through non-Parties, or

(b) goods transported through a non-Party, with or without transshipment or temporary storage, under the control of the customs authorities of such countries, provided that:

(i) the transit is justified by considerations related to international transport requirements, and

(ii) they are not intended for domestic trade or consumption in the non-Party.

4. The splitting of consignments may take place in the territory of a non-Party, provided they remain under customs control in the non-Party.

5. In order to prove compliance with the conditions provided for in paragraphs 1 to 4, in addition to the obligations relating to importation under Article 3.17, the importer, at the request of the Customs Authority of the importing Party, shall provide evidence of compliance, in the form of all contractual transport documents, factual or concrete evidence based on markings or numbering of

SCHEDULE—CONTINUED



packages, or any evidence related to the goods themselves to the Customs Authority of the importing Party.

**Section III - Origin Certification**

**Article 3.15: Certification of Origin**

1. For the goods to benefit from the preferential treatment under this Agreement, the Parties have established a single Certificate of Origin for the certification of origin as set out in Annex 3B. The Parties may develop, from the entry into force of this Agreement, an electronic certificate of origin, with the objective of implementing it in the medium term.

2. The Certificate of Origin, referred to in paragraph 1, is the document that certifies that the goods to be traded have met the origin requirements set out in this Agreement. This Certificate shall be valid for a period of one year from the date of issue.

3. In the case of Chile, when an exporter certifies the origin of a good, the origin declaration is completed on the basis of the exporter having information that the good is originating and complies with the rules of origin as laid down in this Chapter.

4. In the case of Chile, when an exporter is not the producer of the good, a Certificate of Origin may be completed by the exporter of the good on the basis of:

- (a) the exporter having information that the good is originating, or
- (b) reasonable reliance on the producer's information that the good is originating.

5. The Certificate of Origin shall include:

- (a) a declaration by the exporter, that the origin requirement prescribed in this Chapter has been met. Such declaration may also be signed by the exporter using an electronic signature or identification code, and
- (b) in the case of Trinidad and Tobago, a certification by the Certifying Authority stating that the declaration by the exporter is accurate.

## SCHEDULE—CONTINUED



6. In the case of Trinidad and Tobago, the exporter shall present the declaration of origin to the Certifying Authority. The Certificate of Origin shall have affixed the signature of an official notified by the Certifying Authority pursuant to Article 3.16. Such signature may also be affixed electronically.

7. In every case, the Certificate of Origin shall be prepared by an exporter in the country of final production.

8. Such controls as are necessary to permit the certification, as provided for in this Section, shall be carried out and shall confirm all the data set out in the Certificate of Origin.

9. The date of the Certificate of Origin shall not precede that of the relevant commercial invoice.

**Article 3.16: Functions and Obligations of the Certifying Authority to carry out Certification**

1. The Certifying Authority of Trinidad and Tobago shall:

(a) verify the accuracy of the declaration of origin presented by the exporter, by way of systems or procedures which ensure the accuracy of the data, and

(b) provide to the other Party the administrative cooperation required for the control of documentary proof of origin.

2. The Certifying Authority of Trinidad and Tobago, through its Ministry with responsibility for trade, will no later than thirty (30) days after the entry into force of this Agreement, notify the competent authority of Chile of the approved list of authorised signatories, the authorised signatures and the stamps of the authorised bodies.

3. Any changes to such listings shall take effect thirty (30) days after receipt of the notification.

## SCHEDULE—CONTINUED

**Article 3.17: Obligations Relating to Importation**

1. Each Party shall require an importer in its territory that claims tariff treatment according to Annexes 2A and 2B for a good imported into its territory from the territory of the other Party, to:

(a) make a written declaration in the importation document established according to their laws and regulations, based on a Certificate of Origin, that the good qualifies as an originating good;

(b) present the Certificate of Origin at the time of the declaration referred to in paragraph (a), and

(c) provide the Certificate of Origin to the Customs Authority of that Party at their request.

2. Each Party shall provide that, if an importer in its territory fails to comply with the requirements established in this Chapter, it will be denied the preferential tariff treatment for goods imported from the territory of the other Party.

3. Each Party shall provide that an importer claiming preferential tariff treatment for a good imported into the Party's territory shall maintain, for a period of five (5) years after the date of importation of the good, the Certificate of Origin and other information demonstrating that the good qualifies as originating, and other documents that the Party may require relating to the importation of the good.

**Article 3.18: Exemptions for the Certificate of Origin:**

The Customs Authorities of the importing Party shall not require a Certificate of Origin from importers when:

(a) the total customs value of the originating goods does not exceed One Thousand United States Dollars (US\$1,000.00) or the equivalent amount in that Party's currency, or

(b) the Customs Authorities of the importing Party has waived the requirement for evidence by its laws or regulations, provided that the importation does not form part of one or more importations that may reasonably be considered to have been undertaken or arranged for the purpose of evading the requirements of this Article.

## SCHEDULE—CONTINUED

**Article 3.19: Refund of Customs Duty**

1. Each Party shall provide that, in those cases in which no preferential tariff treatment is requested for goods imported into the territory of the other Party that qualify as originating, the importer of the good could request the refund of the customs duties paid in excess as not having given preferential tariff treatment to the goods, within one year, from the date of importation, provided that the application be accompanied by:

- (a) a written declaration stating that the goods qualified as originating at the time of importation;
- (b) the Certificate of Origin, and
- (c) any additional documentation relating to the importation of goods, as required by the Customs Authority.

**Article 3.20: Obligations Relating to Exportation**

1. Each Party shall adopt provisions to ensure that their exporter completes and signs a Certificate of Origin and delivers a copy of the Certificate to the Customs Authority upon request.

2. Each Party shall prescribe that an exporter having made a declaration on the Certificate of Origin in accordance with Article 3.15, and who has reason to believe that the Certificate of Origin contains incorrect information, shall promptly notify in writing, any change which may affect the accuracy or validity of the Certificate of Origin or written declaration to:

- (a) all persons who have received the certificate;
- (b) in the case of Trinidad and Tobago, its Certifying Authority, and
- (c) its Customs Authority in conformity with its laws and regulations.

**Article 3.21: Mutual Assistance**

1. To ensure the proper application of this Chapter, the Parties through their Competent Authorities shall assist each other, in checking the authenticity of

## SCHEDULE—CONTINUED



Certificates of Origin and the correctness of the information given in documents from either Party, but shall not stop the importation of the goods.

2. In case a presumption should exist that the origin requirements are not being correctly stated in accordance with this Chapter, the importing Party may request additional information, but shall not stop the importation of the goods.

**Article 3.22: Confidentiality**

1. Each Party shall maintain the confidentiality of the business information collected pursuant to this Chapter, in accordance with its laws and regulations.

2. Notwithstanding paragraph 1, a Party may allow information collected pursuant to this Chapter to be used in any administrative, judicial, or quasi-judicial proceedings initiated for failure to comply with customs-related laws and regulations implementing this Agreement. A Party shall give advance notice to the persons that provided the information concerned of any such use.

**Article 3.23: Requirement to maintain Records and Documents**

1. Each Party shall require the exporter who completes and signs a Certificate of Origin to keep all the records and documents pertaining to the origin of the goods for five (5) years from the date of the issuance of the Certificate of Origin and to produce these records and documents as requested by the Competent Authority in accordance with its laws and regulations.

2. The records related to the origin of the goods for which preferential tariff treatment was claimed in the territory of the other Party include those referring to:

(a) any procurement, cost, value and payment of all goods including materials indirectly used in the production of goods exported from the territory, and

(b) the production of goods in the manner in which such goods are exported from its territory.

## SCHEDULE—CONTINUED

**Section IV - Control and Verification of Origin****Article 3.24: Origin Verification**

1. For purposes of determining whether goods imported into its territory from the territory of the other Party qualify as originating goods, the importing Party through its Customs Authority may conduct an origin verification in the following order as required:

- (a) the submission to the Customs Authority of the exporting Party of requests for information including written questionnaires to be completed by exporters or producers of the territory of the other Party;
- (b) verification visits to the premises of an exporter or producer in the territory of the other Party, through the Customs Authority of the exporting Party, to examine the records and documents and inspect the premises used in the production of goods, and
- (c) other procedures agreed upon by the Parties whenever necessary.

2. The origin verification shall commence from the first written request for information, including questionnaires from the Customs Authority of the importing Party to the Customs Authority of the exporting Party. In order to submit the information pursuant to paragraph 1 (a), the Customs Authority of the exporting Party shall provide the requested information to the Customs Authority of the importing Party within thirty (30) days from the date of receipt of the written request. Within this period, the exporter may, through the Customs Authority of the exporting Party, submit a written request to the Customs Authority of the importing Party for an extension, which the Customs Authority of the importing Party may grant. Such an extension may be granted by the Customs Authority of the importing Party for no longer than thirty (30) days.

3. Prior to conducting a verification visit pursuant to paragraph 1 (b), the Customs Authority of the importing Party shall make a written request to the Customs Authority of the exporting Party for a verification visit to be undertaken. The said verification visit shall be carried out within a maximum of forty-five (45) days after the request is received. This request shall include:

- (a) the identity of the designated entity issuing the request;

## SCHEDULE—CONTINUED



- (b) the name of the exporter or producer whose premises are to be visited;
  - (c) the object and scope of the verification visit, including specific reference to the goods which are the subject of the verification, and
  - (d) the legal basis for the verification visit.
4. Upon receipt of the request pursuant to paragraph 3, the Customs Authority of the exporting Party shall within fifteen (15) days of receipt of this request, notify the exporter or producer of the goods.
5. Where a verification visit is to be conducted pursuant to paragraph 1 (b):
- (a) the exporter or producer whose premises are to be visited, shall give written consent to the Customs Authority of the exporting Party for the verification visit within fifteen (15) days of receipt of the notification, and
  - (b) the Customs Authority of the exporting Party may require the exporter or producer to make available, *inter alia*, relevant documentation and accounting records; and to permit inspection of materials, production facilities and processes.
6. Where a verification visit may be postponed, by either the Customs Authority of the exporting Party, or a request by the exporter, the Customs Authority of the exporting Party shall inform the Customs Authority of the importing Party of the postponement and the reason for the postponement. The postponement shall only be done once and not extend beyond the forty five (45) days allotted for completion of the verification visit.
7. The Parties shall permit an exporter or a producer whose goods are the subject of a verification visit to designate two observers to be present during the visit. The said observers shall not participate in a manner other than as observers. The failure of the exporter or producer to designate observers shall not result in the postponement of the visit.
8. The importing Party may deny preferential tariff treatment to an imported good where:

## SCHEDULE—CONTINUED



(a) the Customs Authority of the exporting Party fails to respond to a written request for information or questionnaire within the period established in this Article;

(b) after receipt of a written notification for a verification visit, the exporter or producer does not provide its written consent within the period established in this Article, or

(c) the Party finds a pattern of conduct indicating that an exporter or producer has provided false or unsupported declarations that a good imported into its territory is an originating good.

9. A Party may not refuse preferential tariff treatment to goods based exclusively on the postponement of the verification visit pursuant to paragraph 6.

10. The origin verification performed by the Customs Authority of the importing Party, as set out in this Article, shall be completed within a maximum term of three hundred and sixty-five (365) days. Notwithstanding the above, in cases duly justified, such term may be extended for one time only for a maximum of ninety (90) days.

**Article 3.25: Findings of the Verification**

1. The Party conducting an origin verification shall, through its Customs Authority, provide the exporter or producer whose goods are the subject of the verification with a written determination of whether or not the goods qualify as originating goods, including findings of fact and the legal basis for the determination, within twenty-one (21) days of the conclusion of the verification exercise.

2. Each Party shall provide that, if the provisions set out in paragraph 1 are not complied with, the good or goods subject to the origin verification shall have the right to preferential tariff treatment.

3. Each Party shall provide that where its Customs Authority, at the conclusion of the verification procedure set out in Article 3.24, determines that a certain good imported into its territory does not qualify as an originating good, the Party's determination shall not become effective until it notifies its determination in writing to both the importer of the good and the Customs Authority of the exporting Party. Upon the dispatch of such notification the importing Party may deny tariff

## SCHEDULE—CONTINUED



treatment in accordance with Annexes 2A and 2B, to goods which would have been the subject of such determination.

4. If a Party denies preferential tariff treatment to a good, pursuant to a determination made under paragraph 3, it shall postpone the effective date of the denial for a period not exceeding ninety (90) days where the importer of the good, or the exporter who made the declaration on the Certificate of Origin for the good, demonstrates it has relied in good faith to the detriment on the tariff classification or value applied to such materials by the Customs Authority of the Party to whose territory the good was exported.

**Article 3.26: Guarantee of Payment of Revenue**

In no case shall the Customs Authorities of the Parties interrupt an import procedure of the goods covered by a Certificate of Origin. However, the Customs Authority of the importing Party, in addition to requesting the appropriate additional information from the Competent Authority of the exporting Party, may adopt any action it deems necessary to protect its fiscal interests in accordance with its laws and regulations.

**Article 3.27: Appeals**

Each Party shall apply its established procedures for the review of decisions by the relevant authorities regarding origin verification procedures.

**Article 3.28: Penalties**

Each Party shall apply penalties for breaches of the provisions of this Chapter which shall be similar to those applied for breaches of its laws and regulations in similar circumstances.

**Article 3.29: Invoicing by a Third-Country Operator**

When the good subject to exchange is invoiced by a third-country operator, the exporter of the country of origin shall indicate on the respective Certificate of Origin, in the section for "Observations", that the good subject to declaration shall be invoiced from that third-country, identifying the name, denomination or trade

SCHEDULE—CONTINUED



name and the address of the operator having the responsibility to invoice the good.

SCHEDULE—CONTINUED

**ANNEX 3A  
Specific Rules of Origin**

**Part I – General Interpretative Notes**

- (a) Change of Chapter - Change from outside of the existing Chapter;
- (b) Change of Tariff Heading - Change at the 4 Digit Level;
- (c) Change of Tariff at the Sub Heading Level - Change of Tariff at the 6 Digit Level, and
- (d) Regional Value Content (RVC) -  $[(\text{Export Price} - \text{Non Originating Material Value(CIF)}) / \text{Export Price}] \times 100 = \text{RVC}\%$ .

**Part II – Specific Rules of Origin**

HS 2012 / HS 2017	Description	FINAL PSRO	HS
0207.42	-- Not cut in pieces, frozen	Wholly Obtained	HS2012
0207.45	-- Other, frozen	Wholly Obtained	HS2012
0302.11	-- Trout ( <i>Salmo trutta</i> , <i>Oncorhynchus mykiss</i> , <i>Oncorhynchus clarki</i> , <i>Oncorhynchus aquabonita</i> , <i>Oncorhynchus gilae</i> , <i>Oncorhynchus apache</i> and <i>Oncorhynchus chrysogaster</i> )	Wholly Obtained	HS2012
0302.13	-- Pacific salmon ( <i>Oncorhynchus nerka</i> , <i>Oncorhynchus gorbuscha</i> , <i>Oncorhynchus keta</i> , <i>Oncorhynchus tshawytscha</i> , <i>Oncorhynchus kisutch</i> , <i>Oncorhynchus masou</i> and <i>Oncorhynchus rhodurus</i> )	Wholly Obtained	HS2012
0302.14	-- Atlantic salmon ( <i>Salmo salar</i> ) and Danube salmon ( <i>Hucho hucho</i> )	Wholly Obtained	HS2012
0303.11	-- Sockeye salmon (red salmon) ( <i>Oncorhynchus nerka</i> )	Wholly Obtained	HS2012

## SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
0303.13	-- Atlantic salmon ( <i>Salmo salar</i> ) and Danube salmon (Hucho hucho)	Wholly Obtained	HS2012
0303.29	-- Other	Wholly Obtained	HS2012
0303.84	-- Seabass ( <i>Dicentrarchus</i> spp.)	Wholly Obtained	HS2012
0304.39	-- Other	Wholly Obtained	HS2012
0304.41	-- 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 (Hucho hucho)	Wholly Obtained	HS2012
0304.42	-- 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> )	Wholly Obtained	HS2012
0304.45	-- Swordfish ( <i>Xiphias gladius</i> )	Wholly Obtained	HS2012
0304.47	-- Dogfish and other sharks	Wholly Obtained	HS2017
0304.51	-- Tilapia ( <i>Oreochromis</i> spp.), catfish ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), carp ( <i>Cyprinus carpio</i> , <i>Carassius carassius</i> , <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> ), eels ( <i>Anguilla</i> spp.), Nile perch ( <i>Lates niloticus</i> ) and snakeheads ( <i>Channa</i> spp.)	Wholly Obtained	HS2012
0304.56	-- Dogfish and other sharks	Wholly Obtained	HS2017
0304.81	-- 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 (Hucho hucho)	Wholly Obtained	HS2012

SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
0304.82	-- 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> )	Wholly Obtained	HS2012
0304.87	-- Tunas (of the genus <i>Thunnus</i> ), skipjack or stripe-bellied bonito ( <i>Euthynnus (Katsuwonus) pelamis</i> )	Wholly Obtained	HS2012
0304.88	-- Dogfish, other sharks, rays and skates ( <i>Rajidae</i> )	Wholly Obtained	HS2017
0304.89	-- Other	Wholly Obtained	HS2012
0304.91	-- Swordfish ( <i>Xiphias gladius</i> )	Wholly Obtained	HS2012
0304.93	-- Tilapias ( <i>Oreochromis</i> spp.), catfish ( <i>Pangasius</i> spp., <i>Silurus</i> spp., <i>Clarias</i> spp., <i>Ictalurus</i> spp.), carp ( <i>Cyprinus carpio</i> , <i>Carassius carassius</i> , <i>Ctenopharyngodon idellus</i> , <i>Hypophthalmichthys</i> spp., <i>Cirrhinus</i> spp., <i>Mylopharyngodon piceus</i> ), eels ( <i>Anguilla</i> spp.), Nile perch ( <i>Lates niloticus</i> ) and snakeheads ( <i>Channa</i> spp.)	Wholly Obtained	HS2012
0304.96	-- Dogfish and other sharks	Wholly Obtained	HS2017
0401.10	- Of a fat content, by weight, not exceeding 1 %	Wholly Obtained	HS2012
0402.10	- In powder, granules or other solid forms, of a fat content, by weight, not exceeding 1.5 %	Wholly Obtained	HS2012
0402.21	-- Not containing added sugar or other sweetening matter	Wholly Obtained	HS2012
0402.91	-- Not containing added sugar or other sweetening matter	Wholly Obtained	HS2012
0404.10	- Whey and modified whey, whether or not concentrated or containing added sugar or other sweetening matter	Wholly Obtained	HS2012
0404.90	- Other	Wholly Obtained	HS2012
0405.10	- Butter	Wholly Obtained	HS2012
0406.10	- Fresh (unripened or uncured) cheese, including whey cheese and curd	Wholly Obtained	HS2012
0406.20	- Grated or powdered cheese, of all kinds	Wholly Obtained	HS2012
0406.30	- Processed cheese, not grated or powdered	Wholly Obtained	HS2012
0406.90	- Other cheese	Wholly Obtained	HS2012

## SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
0603.15	-- Lilies ( <i>Lilium</i> spp.)	Wholly Obtained	HS2012
0603.90	- Other	Wholly Obtained	HS2012
0706.90	- Other	Wholly Obtained	HS2012
0709.20	- Asparagus	Wholly Obtained	HS2012
0709.60	- Fruits of the genus <i>Capsicum</i> or of the genus <i>Pimenta</i>	Wholly Obtained	HS2012
0709.70	- Spinach, New Zealand spinach and orache spinach (garden spinach)	Wholly Obtained	HS2012
0709.93	-- Pumpkins, squash and gourds ( <i>Cucurbita</i> spp.)	Wholly Obtained	HS2012
0709.99	-- Other	Wholly Obtained	HS2012
0710.21	-- Peas ( <i>Pisum sativum</i> )	Wholly Obtained	HS2012
0710.40	- Sweet corn	Wholly Obtained	HS2012
0710.90	- Mixtures of vegetables	Wholly Obtained	HS2012
0714.10	- Manioc (cassava)	Wholly Obtained	HS2012
0714.20	- Sweet potatoes	Wholly Obtained	HS2012
0802.11	-- In shell	Wholly Obtained	HS2012
0802.12	-- Shelled	Wholly Obtained	HS2012
0802.22	-- Shelled	Wholly Obtained	HS2012
0802.32	-- Shelled	Wholly Obtained	HS2012
0804.40	- Avocados	Wholly Obtained	HS2012
0806.10	- Fresh	Wholly Obtained	HS2012
0806.20	- Dried	Wholly Obtained	HS2012
0807.11	-- Watermelons	Wholly Obtained	HS2012
0807.20	- Papaws (papayas)	Wholly Obtained	HS2012
0808.10	- Apples	Wholly Obtained	HS2012
0808.30	- Pears	Wholly Obtained	HS2012
0808.40	- Quinces	Wholly Obtained	HS2012
0809.10	- Apricots	Wholly Obtained	HS2012
0809.29	-- Other	Wholly Obtained	HS2012
0809.30	- Peaches, including nectarines	Wholly Obtained	HS2012
0809.40	- Plums and sloes	Wholly Obtained	HS2012
0810.20	- Raspberries, blackberries, mulberries and loganberries	Wholly Obtained	HS2012
0810.40	- Cranberries, bilberries and other fruits of the genus <i>vaccinium</i>	Wholly Obtained	HS2012
0810.50	- Kiwifruit	Wholly Obtained	HS2012
0810.70	- Persimmons	Wholly Obtained	HS2012
0811.20	- Raspberries, blackberries, mulberries, loganberries, black, white or red currants and gooseberries	Wholly Obtained	HS2012
0811.90	- Other	Wholly Obtained	HS2012
0813.20	- Prunes	Wholly Obtained	HS2012
0813.40	- Other fruit	Wholly Obtained	HS2012

SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
0902.30	- Black tea (fermented) and partly fermented tea, in immediate packings of a content not exceeding 3 kg	Wholly Obtained	HS2012
0902.40	- Other black tea (fermented) and other partly fermented tea	Wholly Obtained	HS2012
0904.22	-- Crushed or ground	Change to HS0904.22 from any other subheading	HS2012
0910.12	-- Crushed or ground	Change to HS0910.12 from any other subheading	HS2012
0910.99	-- Other	Change to HS0910.99 from any other subheading	HS2012
1104.12	-- Of oats	Change of Tariff Heading	HS2012
1108.20	- Inulin	Change of Tariff Heading	HS2012
1209.91	-- Vegetable seeds	Wholly Obtained	HS2012
1211.90	- Other	Wholly Obtained	HS2012
1302.31	-- Agar-agar	Wholly Obtained	HS2012
1509.10	- Virgin	Wholly Obtained	HS2012
1513.11	-- Crude oil	Wholly Obtained	HS2012
1513.19	-- Other	Wholly Obtained	HS2012
1517.10	- Margarine, excluding liquid margarine	Change of Tariff Heading	HS2012
1604.19	-- Other	Change of Tariff Heading	HS2012
1604.20	- Other prepared or preserved fish	Change of Tariff Heading	HS2012
1605.52	-- Scallops, including queen scallops	Change of Tariff Heading	HS2012
1605.53	-- Mussels	Change of Tariff Heading	HS2012
1704.10	- Chewing gum, whether or not sugar-coated	Change of Tariff Heading	HS2012
1704.90	- Other	Change of Tariff Heading	HS2012
1806.10	- Cocoa powder, containing added sugar or other sweetening matter	Change of Tariff Heading	HS2012
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	Change of Tariff Heading	HS2012
1806.31	-- Filled	Change of Tariff Heading	HS2012
1806.32	-- Not filled	Change of Tariff Heading	HS2012
1806.90	- Other	Change of Tariff Heading	HS2012
1901.10	- Preparations for infant use, put up for retail sale	Change of Tariff Heading	HS2012
1901.20	- Mixes and doughs for the preparation of bakers' wares of heading No. 19.05	Change of Tariff Heading	HS2012

## SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
1901.90	- Other	Change of Tariff Heading	HS2012
1902.11	-- Containing eggs	Change of Tariff Heading	HS2012
1902.19	-- Other	Change of Tariff Heading	HS2012
1904.10	- Prepared foods obtained by the swelling or roasting of cereals or cereal products	Change of Tariff Heading	HS2012
1904.90	- Other	Change of Tariff Heading	HS2012
1905.31	-- Sweet biscuits	Change of Tariff Heading	HS2012
1905.32	-- Waffles and wafers	Change of Tariff Heading	HS2012
1905.90	- Other	Change of Tariff Heading	HS2012
2002.90	- Other	Change of Tariff Heading	HS2012
2005.20	- Potatoes	50% RVC	HS2012
2005.40	- Peas ( <i>Pisum sativum</i> )	Change of Tariff Heading	HS2012
2005.51	-- Beans, shelled	Change of Tariff Heading	HS2012
2005.70	- Olives	Change of Tariff Heading	HS2012
2006.00	Vegetables, fruit, nuts, fruit- peel and other parts of plants, preserved by sugar (drained, glace or crystallised)	Change of Tariff Heading	HS2012
2007.10	- Homogenised preparations	Wholly Obtained	HS2012
2007.91	-- Citrus fruit	Wholly Obtained	HS2012
2007.99	-- Other	50% RVC	HS2012
2008.11	-- Ground-nuts	Change of Tariff Heading	HS2012
2008.19	-- Other, including mixtures	Change of Tariff Heading	HS2012
2008.70	- Peaches, including nectarines	Change of Tariff Heading	HS2012
2008.93	-- Cranberries ( <i>Vaccinium macrocarpon</i> , <i>Vaccinium oxycoccos</i> , <i>vaccinium vitis- idaea</i> )	Change of Tariff Heading	HS2012
2008.99	-- Other	Change of Tariff Heading	HS2012
2009.19	-- Other	Change of Tariff Heading	HS2012
2009.71	-- Of a Brix value not exceeding 20	Wholly Obtained	HS2012
2009.90	- Mixtures of juices	50% RVC	HS2012
2102.20	- Inactive yeasts; other single- cell micro-organisms, dead	Wholly Obtained	HS2012
2102.30	- Prepared baking powders	Change of Tariff Heading	HS2012
2103.10	- Soya sauce	Change of Tariff Heading	HS2012
2103.20	- Tomato ketchup and other tomato sauces	Change of Tariff Heading	HS2012
2103.30	- Mustard flour and meal and prepared mustard	50% RVC	HS2012
2103.90	- Other	Change of Tariff Heading	HS2012
2105.00	Ice cream and other edible ice, whether or not containing cocoa	Change of Tariff Heading	HS2012
2106.90	- Other	Change of Tariff Heading	HS2012

SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
		Frozen mousse: Produced from materials of 21.06 the value of which does not exceed 3% of the export price of the finished product	
2202.10	- Waters, including mineral waters and aerated waters, containing added sugar or other sweetening matter or flavoured	Change of Tariff Heading	HS2012
2202.99	-- Other	Change of Tariff Heading	HS2017
2203.00	Beer made from malt	Change of Tariff Heading	HS2012
2204.10	- Sparkling wine	Change of Tariff Heading	HS2012
2204.21	-- In containers holding 2 litres or less	Change of Tariff Heading	HS2012
2204.29	-- Other	50% RVC	HS2012
2204.30	- Other grape must	Change of Tariff Heading	HS2012
2205.10	- In containers holding 2 litres or less	Change of Tariff Heading	HS2012
2206.00	Other fermented beverages (for example, cider, perry, mead); mixtures of fermented beverages and mixtures of fermented beverages and non-alcoholic beverages, not elsewhere specified or included	Change of Tariff Heading	HS2012
2207.10	- Undenatured ethyl alcohol of an alcoholic strength by volume of 80 % vol or higher	Wholly Obtained	HS2012
2208.40	- Rum and other spirits obtained by distilling fermented sugar cane products	Wholly Obtained	HS2012
2208.60	- Vodka	Change of Tariff Heading	HS2012
2208.70	- Liqueurs and cordials	Change of Tariff Heading	HS2012
2309	Preparations of a kind used in animal feeding	Change of Tariff Heading	HS2012
2501.00	Salt (including table salt and denatured salt) and pure sodium chloride, whether or not in aqueous solution or containing added anti-caking or free-flowing agents sea water	Wholly Obtained	HS2012
2601.12	-- Agglomerated	Change of Chapter	HS2012
2601.20	- Roasted iron pyrites	Change of Chapter	HS2012
2709.00	Petroleum oils and oils obtained from bituminous minerals, crude	Wholly Obtained	HS2012
2710.12	-- Light oils and preparations	Change of Tariff Heading	HS2012

## SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
2710.19	-- Other	Change to 27.10 from any other heading, allowing for the use of non-originating oil base of 27.10	HS2012
2710.20	-- Petroleum oils and oils obtained from bituminous minerals (other than crude) and 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, containing biodiesel, other than waste oils	Change of Tariff Heading	HS2012
2710.91	-- Containing polychlorinated biphenyls (PCBs), polychlorinated terphenyls (PCTs) or polybrominated biphenyls (PBBs)	Change of Tariff Heading	HS2012
2710.99	-- Other	Wholly Obtained	HS2012
2711.11	-- Natural gas	Change of Tariff at the sub heading level	HS2012
2711.12	-- Propane per lt.	Change of Tariff at the sub heading level	HS2012
2711.13	-- Butanes per lt.	Change of Tariff at the sub heading level	HS2012
2711.19	-- Other	Change of Tariff at the sub heading level	HS2012
2711.29	-- Other	Change of Tariff at the sub heading level	HS2012
2814.10	- Anhydrous ammonia	Change of Tariff Heading	HS2012
2905.11	-- Methanol (methyl alcohol)	Change of Tariff Heading	HS2012
2905.12	-- Propan-1-ol (propyl alcohol) and propan-2-ol (isopropyl alcohol)	Change of Tariff Heading	HS2012
2909.11	-- Diethyl ether	Change of Tariff Heading	HS2012
3004.90	- Other	Change of Tariff Heading	HS2012
3102.10	- Urea, whether or not in aqueous solution	Change of Tariff Heading	HS2012
3214.10	- Glaziers' putty, grafting putty, resin cements, caulking compounds and other mastics; painters' fillings	Change of Tariff Heading	HS2012
3214.90	- Other	Change of Tariff Heading	HS2012
3302.10	- Of a kind used in the food or drink industries	Change of Tariff Heading	HS2012

SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
3303.00	Perfumes and toilet waters	Change of Tariff Heading	HS2012
3304.10	- Lip make-up preparations	Change of Tariff Heading	HS2012
3304.20	- Eye make-up preparations	Change of Tariff Heading	HS2012
3304.30	- Manicure or pedicure preparations	Change of Tariff Heading	HS2012
3304.91	-- Powders, whether or not compressed	Change of Tariff Heading	HS2012
3304.99	-- Other	Change of Tariff Heading	HS2012
3307.49	-- Other	Change of Tariff Heading	HS2012
3401.11	-- For toilet use (including medicated products)	Change of Tariff at the sub heading level	HS2012
3401.19	-- Other	Change of Tariff at the sub heading level	HS2012
3401.20	- Soap in other forms	Change of Tariff at the sub heading level	HS2012
3808.61	-- In packings of a net weight content not exceeding 300 g	Change of Tariff Heading	HS2017
3808.62	-- In packings of a net weight content exceeding 300 g but not exceeding 7.5 kg	Change of Tariff Heading	HS2017
3808.69	-- Other	Change of Tariff Heading	HS2017
3808.91	-- Insecticides	Change of Tariff Heading	HS2012
3808.94	-- Disinfectants	Change of Tariff Heading	HS2012
3824.40	- Prepared additives for cements, mortars or concretes	Change of Tariff Heading	HS2012
3824.50	- Non-refractory mortars and concretes	Change of Tariff at the sub heading level	HS2012
3923.29	-- Of other plastics	Change of Tariff Heading	HS2012
3923.90	- Other	Change of Tariff Heading	HS2012
3924.10	- Tableware and kitchenware	Change of Tariff Heading	HS2012
3924.90	- Other	Change of Tariff Heading	HS2012
3925.10	- Reservoirs, tanks, vats and similar containers, of a capacity exceeding 300 l	Change of Tariff Heading	HS2012
3925.20	- Doors, windows and their frames and thresholds for doors	Change of Tariff Heading	HS2012
3925.90	- Other	Change of Tariff Heading	HS2012
3926.90	- Other	Change of Tariff Heading	HS2012
4011.10	- Of a kind used on motor cars (including station wagons and racing cars)	Change of Tariff Heading	HS2012
4409.10	- Coniferous	Change of Tariff Heading	HS2012
4410.11	-- Particle board	Change of Tariff Heading	HS2012
4411.12	-- Of a thickness not exceeding 5 mm	Change of Tariff Heading	HS2012
4411.13	-- Of a thickness exceeding 5 mm but not exceeding 9 mm	Change of Tariff Heading	HS2012

## SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
4411.14	-- Of a thickness exceeding 9 mm	Change of Tariff Heading	HS2012
4411.92	-- Of a density exceeding 0.8 g/cm <sup>3</sup>	Change of Tariff Heading	HS2012
4411.93	-- Of a density exceeding 0.5 g/cm <sup>3</sup> but not exceeding 0.8 g/cm <sup>3</sup>	Change of Tariff Heading	HS2012
4411.94	-- Of a density not exceeding 0.5 g/cm <sup>3</sup>	Change of Tariff Heading	HS2012
4412.99	-- Other	Change of Tariff Heading	HS2012
4418.72	-- Other, multilayer	Change of Tariff Heading	HS2012
4418.79	-- Other	Change of Tariff Heading	HS2012
4418.90	- Other	Change of Tariff Heading	HS2012
4419.00	Tableware and kitchenware, of wood	Change of Tariff Heading	HS2012
4421.90	- Other	Change of Tariff Heading	HS2012
4703.21	-- Coniferous	Change of Tariff Heading	HS2012
4703.29	-- Non-coniferous	Change of Tariff Heading	HS2012
4803.00	Toilet or facial tissue stock, towel or napkin stock and similar paper of a kind used for household or sanitary purposes, cellulose wadding and webs of cellulose fibres, whether or not creped, crinkled, embossed, perforated, surface-coloured, surface-decorated or printed, in rolls or sheets	Change of Tariff Heading	HS2012
4808.10	- Corrugated paper and paperboard, whether or not perforated	Change of Tariff Heading	HS2012
4810.13	-- In rolls	Change of Tariff Heading	HS2012
4810.19	-- Other	Change of Tariff Heading	HS2012
4810.99	-- Other	Change of Tariff Heading	HS2012
4811.41	-- Self-adhesive	Change of Tariff Heading	HS2012
4811.51	-- Bleached, weighing more than 150 g/m <sup>2</sup>	Change of Tariff Heading	HS2012
4811.90	- Other paper, paperboard, cellulose wadding and webs of cellulose fibres	Change of Tariff Heading	HS2012
4818.10	- Toilet paper	Change of Tariff Heading	HS2012
4818.20	- Handkerchiefs, cleansing or facial tissues and towels	Change of Tariff Heading	HS2012
4818.30	- Tablecloths and serviettes	Change of Tariff Heading	HS2012
4901.99	-- Other	Change of Tariff Heading	HS2012
4909.00	Printed or illustrated postcards; printed cards bearing personal greetings,	Change of Tariff Heading	HS2012

SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
	messages or announcements, whether or not illustrated, with or without envelopes or trimmings		
5502.00	Artificial filament tow	Change of Tariff Heading	HS2012
5911.90	- Other	Change of Tariff Heading	HS2012
6204.63	-- Of synthetic fibres	Change of Tariff Heading	HS2012
6205.30	- Of man-made fibres	Change of Tariff Heading	HS2012
6210.10	- Of fabrics of heading No. 56.02 or 56.03	Change of Tariff Heading	HS2012
6211.33	-- Of man-made fibres	Change of Tariff Heading	HS2012
6216.00	Gloves, mittens and mitts	Change of Tariff Heading	HS2012
7007.19	-- Other	Change of Tariff Heading	HS2012
7007.29	-- Other	Change of Tariff Heading	HS2012
7203.10	- Ferrous products obtained by direct reduction of iron ore	Change of Tariff Heading	HS2012
7207.11	-- Of rectangular (including square) cross-section, the width measuring less than twice the thickness	Change of Tariff Heading	HS2012
7213.99	-- Other	Change of Tariff Heading	HS2012
7308.30	- Doors, windows and their frames and thresholds for doors	Change of Tariff Heading	HS2012
7308.90	- Other	Change of Tariff Heading	HS2012
7318.15	-- Other screws and bolts, whether or not with their nuts or washers	Change of Tariff Heading	HS2012
7318.16	-- Nuts	Change of Tariff Heading	HS2012
7318.23	-- Rivets	Change of Tariff Heading	HS2012
7326.90	- Other	Change of Tariff Heading	HS2012
7616.99	-- Other	Change of Tariff Heading	HS2012
8205.51	-- Household tools	Change of Tariff Heading	HS2012
8413.70	- Other centrifugal pumps	50% RVC	HS2012
8413.91	-- Of pumps	50% RVC	HS2012
8418.10	- Combined refrigerator-freezers, fitted with separate external doors	50% RVC	HS2012
8418.21	-- Compression-type	50% RVC	HS2012
8418.29	-- Other	50% RVC	HS2012
8418.30	- Freezers of the chest type, not exceeding 800 l capacity	50% RVC	HS2012
8418.40	- Freezers of the upright type, not exceeding 900 l capacity	50% RVC	HS2012
8418.61	-- Heat pumps other than air conditioning machines of heading 84.15	50% RVC	HS2012
8418.69	-- Other	50% RVC	HS2012

## SCHEDULE—CONTINUED

HS 2012 / HS 2017	Description	FINAL PSRO	HS
8418.91	-- Furniture designed to receive refrigerating or freezing equipment	50% RVC	HS2012
8418.99	-- Other	50% RVC	HS2012
8507.10	- Lead-acid, of a kind used for starting piston engines	50% RVC	HS2012
8507.20	- Other lead-acid accumulators	50% RVC	HS2012
9403.20	- Other metal furniture	Change of Tariff Heading	HS2012

SCHEDULE—CONTINUED

**ANNEX 3B  
Certificate of Origin**

**Certificate No.** \_\_\_\_\_

**CERTIFICATE OF ORIGIN**

**PARTIAL SCOPE TRADE AGREEMENT BETWEEN THE  
REPUBLIC OF TRINIDAD AND TOBAGO AND THE REPUBLIC OF CHILE**

1. Exporter: Address: Telephone Number: E-mail Address:			2. Importer/Consignee: Address: Telephone Number: E-mail Address:		
3. Producer: Address: Telephone Number: E-mail Address:			4. <i>For official Use only</i>		
5. Mode of Transport and Route:			6. Port of Shipment:		7. Number and Date of Invoice:
8. Marks & Numbers	9. HS Tariff Classification	10. Description of Goods	11. Quantity of Goods	12. Preference Criterion	13. FOB Value
14. Observations:					

SCHEDULE—CONTINUED

<p>15. Type of Certification (<i>kindly indicate</i>)</p> <p><input type="checkbox"/> Certification by Authority in the Republic of Trinidad and Tobago</p> <p><input type="checkbox"/> Self-certification by the Exporter in the Republic of Chile</p>	
<p>16. Declaration by the Exporter</p> <p>I/We declare that the goods covered by this declaration corresponding to the above-mentioned commercial invoice comply with the Rules of Origin under the Partial Scope Trade Agreement between the Republic of Trinidad and Tobago and the Republic of Chile</p> <p>Name and Signature of the Exporter/Producer:</p> <p>.....</p> <p>Place and date of Issue:.....</p>	<p>17. Certification by the Certifying Authority in the Republic Trinidad and Tobago</p> <p>I certify the accuracy of the current declaration. I now sign and affix the stamp of the Authorized Body in:</p> <p>(Country):.....</p> <p>.....</p> <p>Certificate No:.....</p> <p>....</p> <p>Authorized Signature:</p> <p>.....</p> <p>....</p> <p>Place and date of Issue:.....</p> <p>....</p>
<p><b>Note: This form will not be considered valid if it has erasures, corrections or amendments. Persons who furnish or cause to be furnished untrue declarations render themselves liable to penalties.</b></p>	
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## SCHEDULE—CONTINUED

**INSTRUCTIONS FOR FILLING OUT THE CERTIFICATE OF ORIGIN**

In order to receive preferential tariff treatment, this Certificate must be completely filled out in a legible manner by the Exporter of the goods. This Certificate must be tendered by the Importer at the time of importation. Please print or type.

Box No. 1: Fill in the full Name, Address, Telephone Number, and E-Mail Address of the Exporter.

Box No. 2: Fill in the full Name, Address, Telephone Number, and E-Mail Address of the Importer/Consignee.

Box No. 3: Fill in the full Name, Address, Telephone Number, and E-Mail Address of the Producer.

Where the Exporter and the Producer are the same, the word "SAME" may be printed in Box 4.

Box No. 4: DO NOT COMPLETE. For the use by the Customs Authority in the importing or exporting country.

Box No. 5: Enter Mode of Transportation and Route.

Box No. 6: Indicate Port of Shipment.

Box No. 7: Enter the Number and Date of the Commercial Invoice.

Box No. 8: Enter the physical markings, including number affixed to the consignment.

Box No. 9: State the Tariff Classification of the Harmonized System (HS) at the Six Digit Level of each good described.

Box No. 10: Give full Description of Goods as it relates to the invoice, including the number of packages.

Box No. 11: Total quantity of the goods to be exported in commercial units, indicating the type of commercial unit of measurement.

Box No. 12: Preference Criterion: Enter the letter A, B, C and D as corresponds:

A - The good is produced/obtained in accordance with Chapter 3, Section II, Article 3.3 (a);

## SCHEDULE—CONTINUED

B - The good is produced in accordance with Chapter 3, Section II, Article 3.3 (b)

C - The good is produced in accordance with Chapter 3, Section II, Article 3.3 (c);

D - The good is produced in accordance with Chapter 3, Section II, Article 3.3 (d).

Box No. 13: State the FOB Value of the item stated.

Box No. 14: State Remarks or Observations by the Exporter.

Box No. 15: Select the type of Certification being used.

Box No. 16: Declaration by the Exporter - This Box must be filled out and signed by the Exporter.

Box No. 17: This Box must be filled out by the Certifying Authority in Trinidad and Tobago which issues this document.

**Note: This form will not be considered valid if it has erasures, corrections or amendments. Persons who furnish or cause to be furnished untrue declarations render themselves liable to penalties.**

## SCHEDULE—CONTINUED

**CHAPTER 4  
TRADE FACILITATION****Section I - General Provisions and Objectives****Article 4.1: General Provisions**

The Parties reaffirm their commitment to implement the WTO Agreement on Trade Facilitation, ensuring that their importation, exportation and transit procedures are applied in a predictable, consistent and transparent manner.

**Article 4.2: General Principles**

The Parties, aiming to allow for the benefits offered by this Agreement to be fulfilled, agree that, among others, the following general principles are the basis for the development and administration of trade facilitation measures:

- (a) transparency, efficiency, simplification, harmonization and consistency of the procedures related to importation, exportation and transit of goods;
- (b) consistent, impartial, and predictable administration of laws, regulations and administrative decisions relevant to trade in goods;
- (c) promotion of relevant international standards;
- (d) consistency with relevant multilateral instruments;
- (e) best use of information technology, and
- (f) cooperation within each Party among customs and other border authorities.

## SCHEDULE—CONTINUED

**Section II - Customs Procedures****Article 4.3: Customs Procedures and Facilitation of Trade**

1. Each Party shall ensure, where possible and to the extent permitted by its respective customs laws, that its customs procedures conform with the trade-related instruments of the World Customs Organization to which the Party is a party.
2. Each Party shall provide for clearance of goods with minimum documentation requirements in accordance with its laws and regulations, make electronic systems accessible to customs users and use information technology that expedites procedures for the release of goods.
3. The customs administrations of each Party shall facilitate the clearance, including the release, of goods in administering their procedures.

**Section III - Digital Trade****Article 4.4: Paperless Trading**

1. Each Party shall endeavour to accept documents required for importation, exportation, or transit of goods submitted electronically as the legal equivalent of the paper version of those documents.
2. No Party shall be required to apply paragraph 1 if:
  - (a) there is a contrary domestic or international legal requirement, or
  - (b) doing so would reduce the effectiveness of the customs or other trade procedures required for import, export, or transit of goods through its territory.

**Article 4.5: Automation**

Each Party shall endeavour to use information technology that expedites import, export and transit procedures. In deciding on the information technology to be used for this purpose, each Party shall endeavour to take into account international standards.

## SCHEDULE—CONTINUED

**Article 4.6: Single Windows for Foreign Trade**

The Parties shall implement and promote their Single Window, enabling traders to submit documentation or data requirements for importation, exportation or transit of goods through a single entry point to the participating authorities or agencies. The Parties shall endeavour to work on the interoperability between their Single Windows.

**Section IV - Cooperation****Article 4.7: Cooperation**

1. The Parties shall, as appropriate, encourage cooperation in joint projects, technical assistance and the exchange of information, including information on best practices, for the purpose of promoting the application of and compliance with the trade facilitation provisions under this Chapter.
2. The Parties may cooperate in the following areas:
  - (a) exchanging information concerning customs and other trade-related laws and regulations, their implementation and customs and other administrative procedures, particularly in the following areas:
    - (i) simplification and modernisation of customs and other administrative procedures;
    - (ii) enforcement of intellectual property rights by the customs authorities;
    - (iii) facilitation of transit movements and transshipment,  
and
    - (iv) supply chain security and risk management;
  - (b) sharing their respective experiences in developing and deploying their Single Window systems, and, where appropriate, developing common sets of data elements for those systems;
  - (c) strengthening their cooperation in the field of electronic systems, including, where feasible, the use of information technology to facilitate

## SCHEDULE—CONTINUED



the cross-border exchange of documents required for importation, exportation, or transit of goods between the Parties, and

(d) maintaining a dialogue between their respective experts to enhance trade facilitation.

3. The Parties shall review relevant multilateral initiatives on trade facilitation, to identify areas where further joint action would facilitate trade between them and to promote shared multilateral objectives.

4. The Parties will develop within twelve (12) months of the entry into force of this Agreement, a Technical Cooperation Work Programme on trade facilitation matters, for the purpose of facilitating compliance with the obligations set forth in this Agreement. The Work Programme will be developed on mutually decided terms relating to issues such as the scope, timing, costs and resources associated with cooperation actions.

## SCHEDULE—CONTINUED

**CHAPTER 5  
TRADE REMEDIES****Section I - Bilateral Safeguard Measures****Article 5.1: Imposition of a Bilateral Safeguard Measure**

1. A Party may apply temporary bilateral safeguard measures if, as a result of the reduction or elimination of a customs duty pursuant to this Agreement, an originating good is being imported into the Party's territory in such increased quantities, in absolute terms or relative to domestic production, and under such conditions as to cause or threaten to cause serious injury to a domestic industry producing a like or directly competitive good.

2. A Party may apply a safeguard measure under paragraph 1 to the minimum extent necessary to prevent or remedy serious injury and facilitate adjustment, and such measure may consist of:

(a) the suspension of the further reduction of any rate of customs duty provided for under this Agreement on the good from the date on which the action to apply the safeguard measure is taken, or

(b) an increase of the rate of customs duty on the good to a level not to exceed the lesser of:

(i) the MFN rate of customs duties applied by a Party and in effect on the date on which the action to apply the safeguard measure is taken, or

(ii) the MFN rate of customs duties applied by a Party and in effect on the day immediately preceding the date of entry into force of this Agreement.

**Article 5.2: Investigation and Determination of Serious Injury**

1. A Party shall apply or extend a safeguard measure only following an investigation by the Party's competent authorities.

## SCHEDULE—CONTINUED



2. The investigation by the Party's competent authority shall examine the effect of increased imports of an originating good of the other Party on the domestic industry, as reflected in changes in such relevant economic variables as production, productivity, levels of sales, capacity utilisation, profits and losses, and employment, none of which is necessarily decisive. When factors other than increased imports of an originating good of the other Party resulting from the reduction or elimination of a customs duty pursuant to this Agreement are simultaneously causing injury to the domestic industry, such injury shall not be attributed to such increased imports.

**Article 5.3: Duration**

Safeguard measures shall be applied for an initial period of no more than one year. This term may be renewed for an additional year if the causes that prompted the imposition of the safeguard measure persist. The total period of a safeguard measure, including any extensions thereof, shall not exceed two (2) years. Regardless of its duration or whether it has been subject to extension, a safeguard measure on a good shall terminate upon the elimination of the customs duty for such good. No new safeguard measure may be applied to the same good after that date.

**Article 5.4: Notification and Consultations**

1. A Party shall promptly notify the other Party, in writing upon:

- (a) initiating an investigation under Article 5.2.1;
- (b) making a finding of serious injury, or threat thereof, caused by increased imports of an originating good of the other Party as a result of the reduction or elimination of a customs duty on the good pursuant to this Agreement;
- (c) taking a decision to apply a provisional measure, a safeguard measure or an extension of a safeguard measure, and
- (d) taking a decision to progressively liberalise a safeguard measure previously applied.

2. The Parties shall consult prior to initiating an investigation.

## SCHEDULE—CONTINUED

**Section II - Global Safeguard Measures****Article 5.5: Global Safeguard Measures**

1. Each Party retains its rights and obligations under Article XIX of GATT 1994, the WTO Agreement on Safeguards and Article 5 of the WTO Agreement on Agriculture.
2. Neither Party shall have recourse to dispute settlement under this Agreement for any matter regarding global safeguard measures.
3. A Party may not adopt or maintain with respect to the same good at the same time, a:
  - (a) bilateral safeguard measure, and
  - (b) global safeguard measure pursuant to Article XIX of GATT 1994, and the WTO Agreement on Safeguards.

**Section III - Anti-dumping and Countervailing Measures****Article 5.6: General Provisions**

1. Each Party retains its rights and obligations arising from the WTO Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 and from the WTO Agreement on Subsidies and Countervailing Measures.
2. Neither Party shall have recourse to dispute settlement under this Agreement for any matter regarding anti-dumping and countervailing measures adopted under this Article.

## SCHEDULE—CONTINUED

**CHAPTER 6  
SANITARY AND PHYTOSANITARY MEASURES****Article 6.1: Definitions**

For the purposes of this Chapter, the Parties shall use the definitions in Annex A of the WTO Agreement on the Application of Sanitary and Phytosanitary Measures (SPS Agreement) and the relevant definitions established by the World Organization for Animal Health (WOAH), the Codex Alimentarius (Codex) and the International Plant Protection Convention (IPPC).

**Article 6.2: General Provisions**

1. The Parties affirm their existing rights and obligations under the SPS Agreement.
2. The Parties shall apply the principles of the SPS Agreement in the development, application or recognition of any sanitary and phytosanitary measures, while protecting human, animal or plant life or health in the territory of each Party.
3. This Chapter shall apply to all sanitary and phytosanitary measures of a Party that may, directly or indirectly, affect trade between the Parties.

**Article 6.3: Objectives**

The objectives of this Chapter are to:

- (a) facilitate trade between the Parties while protecting human, animal or plant life or health in the territory of the Parties;
- (b) uphold and enhance implementation of the SPS Agreement and applicable international standards, guidelines and recommendations developed by the WOAH, Codex and IPPC, and other relevant international organisations;

## SCHEDULE—CONTINUED



(c) provide a means to improve communication, cooperation and resolution of sanitary and phytosanitary issues between the Parties, and

(d) increase mutual understanding of the regulations and procedures of each Party relating to the implementation of sanitary and phytosanitary measures.

**Article 6.4: Equivalence**

1. The Parties recognise that the application of equivalence, as set out in Article 4 of the SPS Agreement, is an important tool for facilitating trade for the mutual benefit of the Parties.

2. Upon request, the Parties may enter into technical consultations in accordance with Article 6.9 with the aim of achieving bilateral recognition of the equivalence of specified sanitary and phytosanitary measures in line with the principle of equivalence in the SPS Agreement, standards, guidelines, and recommendations, developed by the WTO Committee on SPS, and relevant international standard-setting bodies, consistent with Annex A to the SPS Agreement.

**Article 6.5: Risk Analysis**

1. The Parties recognise the principle of risk assessment, as set out in Article 5 of the SPS Agreement. Sanitary and phytosanitary measures adopted by the Parties shall be based on assessment of risk for human, animal health and infectious diseases of animals and pests of plants in accordance with the risk assessment techniques adopted by the relevant international standard-setting bodies.

2. Where a Party initiates a risk assessment process in respect of any good covered by this Agreement, that process should not interrupt the existing bilateral trade in that good, except in the case of a justified emergency situation.

3. When conducting its risk assessment, each Party shall take into account Decisions and Recommendations adopted by the WTO Committee on SPS and international standards, guidelines and recommendations from WOA, Codex and IPPC.

## SCHEDULE—CONTINUED



4. The Parties shall consider risk management options that are not more trade restrictive than required to achieve the objectives of this Chapter, as set out in Article 6.3.

**Article 6.6: Adaptation to Regional Conditions**

The Parties recognise that the principle of adaptation to regional conditions, as set out in Article 6 of the SPS Agreement, is an important principle to facilitate trade. To that end, each Party shall consider the Decisions and Recommendations adopted by the WTO Committee on SPS, and international standards, guidelines and recommendations from the international standard-setting bodies, consistent with Annex A to the SPS Agreement.

**Article 6.7: Transparency**

The Parties shall pursue transparency with regards to sanitary and phytosanitary measures according to their existing rights and obligations under the SPS Agreement.

**Article 6.8: Cooperation and Exchange of Information**

1. To facilitate the implementation of this Chapter, the Parties shall explore opportunities for further cooperation, collaboration and information exchange on sanitary or phytosanitary measures of mutual interest, such as:

(a) the implementation of the SPS Agreement and the international standards, guidelines and recommendations developed by the WOHAI, Codex and IPPC, and

(b) regulations, standards, procedures, models of certification and technologies related to animal health, plant health and food safety, or any other sanitary or phytosanitary related matter agreed by the Parties.

2. The Parties may agree, wherever possible, to coordinate positions in those fora where international sanitary and phytosanitary standards, guidelines or recommendations are developed.

## SCHEDULE—CONTINUED

**Article 6.9: Technical Consultations**

1. Upon request of a Party for technical consultations on any matter arising under this Chapter, the Parties shall enter into technical consultations by notifying the SPS Coordinators established in Article 6.10.

2. Consultations shall be carried out by the Parties, under the Committee on Sanitary and Phytosanitary Measures (SPS Committee) within forty-five (45) days of the receipt of a request, unless agreed otherwise. Such consultations may be conducted via teleconference, video conference, or any other means mutually agreed upon by the Parties.

3. If such consultations failed to resolve the matter between the Parties, then the interested Party could initiate the dispute settlement procedure contained in Chapter 11 (Dispute Settlement Procedures). For greater certainty, consultations under this Article should not replace those referred to in Article 11.6 (Consultations).

**Article 6.10: Competent Authorities and SPS Coordinators**

1. The Competent Authorities responsible for the implementation of the measures referred to in this Chapter are:

(a) in the case of Chile:

(i) the Undersecretariat of Public Health, through its Department of Nutrition and Food, of the Division of Health Public Policies, or the successor;

(ii) the National Fisheries and Aquaculture Service (SERNAPESCA), through its Food Safety and Certification Sub-directorate, or the successor, and

(iii) the Agricultural and Livestock Service (SAG), through its Department of International Affairs, or the successor.

(b) in the case of Trinidad and Tobago

(i) Ministry of Agriculture, Land and Fisheries, Research Division or the successor;

## SCHEDULE—CONTINUED



(ii) Ministry of Agriculture, Land and Fisheries, Animal Production and Health Division or the successor, and

(iii) Ministry of Health, Chemistry, Food and Drugs Division or the successor.

2. The SPS Coordinators responsible for the functioning of the SPS Committee established in Article 6.11 and communications between the Parties are:

(a) In the case of Chile, the Undersecretariat of International Economic Relations (SUBREI), through its Trade Regulatory Aspects Division, or the successor.

(b) In the case of Trinidad and Tobago, the Technical Officer, Animal Health, Animal Production and Health Division, Ministry of Agriculture, Land and Fisheries, or the successor.

3. The Parties shall inform each other of any significant changes in the structure, organisation and division of the competency of its Competent Authorities or SPS Coordinators.

**Article 6.11: SPS Committee**

1. The Parties hereby establish a Committee on Sanitary and Phytosanitary Measures (SPS Committee) with the objective of ensuring the implementation of this Chapter.

2. The functions of the SPS Committee shall include:

(a) enhancing mutual understanding of the sanitary and phytosanitary measures of each Party and the regulatory processes that relate to those measures;

(b) discussing matters related to the development or application of sanitary and phytosanitary measures that may, directly or indirectly, affect trade between the Parties;

(c) addressing any bilateral issues arising from the implementation of sanitary and phytosanitary measures between the Parties;

## SCHEDULE—CONTINUED



(d) coordinating technical cooperation programmes on sanitary and phytosanitary measures;

(e) consulting on issues, relating to the meetings of the WTO Committee on SPS, WOH, Codex and IPPC;

(f) improving bilateral understanding related to specific implementation issues concerning the SPS Agreement;

(g) reporting to the Commission on the implementation of this Chapter, and

(h) conducting any additional activities within the scope of this Chapter deemed as necessary and mutually agreed to by the Parties.

3. Unless agreed otherwise by the Parties, the SPS Committee shall meet annually in person, via teleconference, video conference, or through any other means as mutually determined by the Parties.

4. The SPS Committee shall establish its own rules of procedure during its first meeting to guide its operation. These rules may be revised or further developed at any time.

## SCHEDULE—CONTINUED

**CHAPTER 7  
TECHNICAL BARRIERS TO TRADE****Section I - General Provisions, Definitions and Objectives****Article 7.1: General Provisions**

1. The Parties affirm their existing rights and obligations under the WTO Agreement on Technical Barriers to Trade (TBT Agreement).
2. The provisions of this Chapter apply to the preparation, adoption and application of all technical regulations, standards, conformity assessment procedures and metrological measures, including those related to accreditation systems of the central level of government. These provisions also apply to government bodies directly below the central level as well as non-governmental bodies recognised by the Parties that may, directly or indirectly affect the trade in goods between the Parties.
3. This Chapter does not apply to sanitary and phytosanitary measures as defined in Annex A of the SPS Agreement which are covered in Chapter 6 (Sanitary and Phytosanitary Measures) of this Agreement.
4. This Chapter shall not apply to purchasing specifications prepared by a governmental body for its production and consumption requirements.

**Article 7.2: Definitions**

For the purposes of this Chapter the terms and definitions set out in Annex 1 of the TBT Agreement shall apply.

**Article 7.3: Objectives**

The objectives of this Chapter are to:

- (a) increase and facilitate trade in goods between the Parties through the reduction of unnecessary technical barriers to trade (TBT) and the enhancement of bilateral cooperation in accordance with the rights and obligations of the Parties under the TBT Agreement;

SCHEDULE—CONTINUED



(b) provide a means to improve communication, cooperation and resolution of TBT issues between the Parties, and

(c) increase mutual understanding of each Party relating to the implementation of TBT measures.

**Section II - International Standards, Technical Regulations and Conformity Assessment Procedures**

**Article 7.4: International Standards**

The Parties shall use relevant international standards as a basis for their technical regulations<sup>2</sup>, except when such international standards would be an ineffective or inappropriate means for the fulfilment of the legitimate objectives pursued.

**Article 7.5: Technical Regulations**

1. Each Party shall consider accepting technical regulations of the other Party as equivalent, even if those regulations differ from its own, provided that they adequately fulfil the intended objectives.

2. Where a Party does not accept a technical regulation of the other Party as equivalent to its own, it shall on request of the other Party provide a justification for its decision.

3. If a Party detains a good that is imported from the territory of the other Party on the basis that the good may not comply with a technical regulation, it shall notify the importer, without undue delay, of the reasons for the detention of the good.

**Article 7.6: Conformity Assessment Procedures**

1. The Parties recognise that a broad range of mechanisms exists to facilitate the acceptance of the results of conformity assessment procedures conducted in the other Party's territory.

<sup>2</sup> For greater certainty, for Trinidad and Tobago references to technical regulations mean compulsory standards.

## SCHEDULE—CONTINUED



2. The Parties shall review and where applicable accept information from third-party testing, inspection, verification, product certification or quality management system certification. This should be provided by bodies which have been recognised and approved by each Party or which have achieved accreditation for the conformity assessment activities. The provision of this information does not exempt a Party from conducting any further assessment activities deemed necessary to demonstrate compliance with technical regulations.

3. The Parties agree that conformity assessment bodies located in the territory of each Party may enter into voluntary arrangements to accept the results of each other's assessment procedures.

4. A Party may designate conformity assessment bodies located in the territory of the other Party to perform conformity assessment procedures.

5. A Party may facilitate the consideration of a request by the other Party to recognise the results of conformity assessment procedures conducted by bodies in the other Party's territory, including through negotiation of arrangements in a sector nominated by that other Party.

6. The Parties shall ensure that, where several conformity assessment bodies have been authorised by a Party in accordance with its laws and regulations, the Party will not restrict an operator's freedom to choose where to carry out the relevant conformity assessment procedures.

7. Where a Party does not accept the results of a conformity assessment procedure performed in the territory of the other Party, it shall, on request of the other Party, explain its reasons.

**Section III - Cooperation and Exchange of Information****Article 7.7: Cooperation and Exchange of Information**

1. To facilitate the implementation of this Chapter, the Parties shall explore opportunities for further cooperation, collaboration and information exchange on TBT measures of mutual interest.

2. The Parties shall exchange information as early as possible on the development, adoption and entry into force of standards, technical regulations,

## SCHEDULE—CONTINUED



conformity assessment procedures, metrological measures and accreditation systems. The Parties shall also endeavour to exchange information on:

(a) their accreditation policy;

(b) the means by which the accreditation bodies of the Parties may make the best use of international standards for accreditation and international agreements through the mechanisms of the International Laboratory Accreditation Cooperation and the International Accreditation Forum, and

(c) developments in regional and multilateral fora in the areas related to standards, technical regulations, conformity assessment procedures, metrological measures and accreditation systems.

3. The Parties shall strengthen their cooperation in the field of standards, technical regulations, conformity assessment, metrological measures and accreditation systems, with a view to increasing the mutual understanding of their respective systems, facilitating access to their respective markets, increasing knowledge of the national systems of the other Party and strengthening confidence between the Parties.

4. The bilateral cooperation shall include opportunities to promote technical cooperation between regulatory agencies through information sharing, internships and training programs which will facilitate the acceptance of technical regulations, conformity assessment procedures, metrological measures and accreditation systems and negotiating mechanisms such as equivalence and mutual recognition arrangements.

5. Where a particular problem related to standards, technical regulations, conformity assessment procedures, metrological measures and accreditation systems that may affect trade between the Parties arises, the Parties shall hold discussions with each other as early as possible, with a view to reaching a mutually agreed solution.

6. Any information or explanation that is provided on request of a Party pursuant to this Chapter shall be provided in print or electronically.

## SCHEDULE—CONTINUED

**Article 7.8: Technical Barriers to Trade Coordinators**

1. To facilitate the implementation of this Chapter and cooperation between the Parties, each Party designates a Coordinator (TBT Coordinator).

2. The TBT Coordinators shall be:

(a) in the case of Chile, the Undersecretariat of International Economic Relations, Ministry of Foreign Affairs, or its successor, and

(b) in the case of Trinidad and Tobago, the Office of the Executive Director of the Trinidad and Tobago Bureau of Standards or its designate or successor.

**Article 7.9: Functions of the TBT Coordinator**

1. The TBT Coordinator of each Party shall be responsible for, *inter alia*:

(a) monitoring the implementation of this Chapter;

(b) promptly addressing any issue that a Party raises under this Chapter;

(c) as appropriate, establishing regulatory cooperation initiatives which may include specific sectoral sub-committees with the goal of enhancing mutual understanding and facilitating trade between the Parties;

(d) overseeing enhancement of joint cooperation in the development and improvement of technical regulations, standards, conformity assessment procedures, metrological measures and accreditation systems as outlined in Article 7.7.3;

(e) exchanging information regarding technical regulations, standards, conformity assessment procedures, metrological measures and accreditation systems;

(f) reviewing this Chapter in the light of any developments under the TBT Agreement;

## SCHEDULE—CONTINUED



(g) facilitating the solution of problems arising from the adoption and enforcement of standards, technical regulations, conformity assessment procedures, accreditation and metrology measures, in order to prevent these measures from becoming unnecessary technical barriers to trade;

(h) taking any other actions the Parties consider will assist them in implementing this Chapter and in facilitating trade in goods between them;

(i) coordinating with stakeholders in the territory of the Party and communicating with the TBT Coordinator of the other Party on all matters related to this Chapter, and

(j) reporting to the Commission on the implementation of this Chapter.

2. The TBT Coordinators shall report annually to the Commission on the application of the provisions of this Chapter and shall meet at least once a year or as otherwise agreed upon by the Parties. Meetings shall be conducted in person, via teleconferencing, video conferencing or any other means mutually agreed upon by the Parties.

**Article 7.10: Technical Consultations**

1. If a Party considers that a standard, technical regulation, conformity assessment procedure, metrological measure or accreditation system is interpreted or applied in a manner inconsistent with the provisions of this Chapter, that Party may initiate consultations with the other Party to either identify or demonstrate the inconsistency and propose potential resolutions.

2. Any request for technical consultations shall be made in writing and may be transmitted by any electronic means to the respective TBT Coordinator. Any such request shall be facilitated by the other Party.

## SCHEDULE—CONTINUED

**CHAPTER 8  
COMPETITION POLICY****Article 8.1: Definitions**

For the purposes of this Chapter:

**anti-competitive business conduct** means business conduct or transactions that adversely affect competition in the territory of a Party, such as:

- (a) agreements between enterprises, decisions by associations of enterprises and concerted practices, which have as their object or effect the prevention, restriction or distortion of competition in the territory of either Party as a whole or in a substantial part thereof;
- (b) any abuse by one or more enterprises of a dominant position in the territory of either Party as a whole or in a substantial part thereof, or
- (c) concentrations between enterprises, which significantly impede effective competition, in particular as a result of the creation or strengthening of a dominant position in the territory of either Party as a whole or in a substantial part thereof.

**Article 8.2: Application of Competition Laws**

The Parties recognise that anti-competitive business conduct may frustrate the benefits arising from this Agreement. The Parties undertake to apply their respective competition laws so as to avoid the benefits of the liberalisation process being diminished or cancelled out by anti-competitive business conduct.

**Article 8.3: Competition Authorities**

Each Party shall maintain an authority responsible for the enforcement of its national competition laws and shall treat nationals of the other Party no less favourably than it treats its own nationals in like circumstances.

## SCHEDULE—CONTINUED

**Article 8.4: Cooperation**

The Parties shall cooperate in the area of competition policy. The Parties recognise the importance of cooperation and coordination between their respective authorities to further effective competition law enforcement in the territory of the Parties.

**Article 8.5: Non-Application of Dispute Settlement**

Neither Party shall have recourse to dispute settlement under this Agreement for any matter arising under this Chapter.

## SCHEDULE—CONTINUED

**CHAPTER 9  
TRANSPARENCY****Article 9.1: Definitions**

For the purposes of this Chapter:

**administrative ruling of general application** means an administrative ruling or interpretation that applies to all persons and fact situations that fall generally within the ambit of that administrative ruling or interpretation and that establishes a norm of conduct, but does not include:

- (a) a determination or ruling made in an administrative or quasi-judicial proceeding that applies to a particular person or good of the other Party in a specific case, or
- (b) a ruling that adjudicates with respect to a particular act or practice.

**Article 9.2: Publication**

1. Each Party shall ensure that its laws, regulations, procedures and administrative rulings of general application with respect to any matter covered by this Agreement are promptly published or otherwise made available in a manner that enables interested persons and the other Party to become acquainted with them.

2. To the extent possible, each Party shall:

- (a) publish in advance any laws, regulations, procedures and administrative rulings of general application referred to in paragraph 1 that it proposes to adopt, and
- (b) provide interested persons and the other Party with a reasonable opportunity to comment on them.

## SCHEDULE—CONTINUED

**Article 9.3: Administrative Proceedings**

With a view to administering in a consistent, impartial and reasonable manner all measures of general application with respect to any matter covered by this Agreement, each Party shall ensure in its administrative proceedings applying any laws, regulations, procedures and administrative rulings of general application referred to in Article 9.2.1 to a particular person or good of the other Party in specific cases that:

- (a) whenever possible, a person of the other Party that is directly affected by a proceeding is provided with reasonable notice, in accordance with domestic procedures, of 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 issue in question;
- (b) a person of the other Party that is directly affected by a proceeding is afforded a reasonable opportunity to present facts and arguments in support of that person's position prior to any final administrative action, when time, the nature of the proceeding and the public interest permit, and
- (c) the procedures are in accordance with its laws and regulations.

**Article 9.4: Review and Appeal**

1. Each Party shall establish or maintain judicial, quasi-judicial or administrative tribunals or procedures for the purpose of the prompt review and, if warranted, correction of a final administrative action with respect to any matter covered by this Agreement. Those tribunals shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.

2. Each Party shall ensure that, with respect to the tribunals or procedures referred to in paragraph 1, the parties to a proceeding are provided with the right to:

- (a) a reasonable opportunity to support or defend their respective positions, and

## SCHEDULE—CONTINUED



(b) a decision based on the evidence and submissions of record or, where required by its laws and regulations, the record compiled by the relevant authority.

3. Each Party shall ensure, subject to appeal or further review as provided for in its laws and regulations, that the decision referred to in paragraph 2(b) shall be implemented by, and shall govern the practice of, the office or authority with respect to the administrative action at issue.

**Article 9.5: Provision of Information**

1. If a Party considers that any proposed or actual measure may materially affect the operation of this Agreement or otherwise substantially affect the other Party's interests under this Agreement, it shall, to the extent possible, inform that other Party in writing, of the proposed or actual measure.

2. On request of the other Party, a Party shall promptly provide information and respond to questions pertaining to any proposed or actual measure that the requesting Party considers may affect the operation of this Agreement, whether or not the requesting Party has been previously informed of that measure.

3. Any information provided under this Article shall be without prejudice as to whether the measure in question is consistent with this Agreement.

## SCHEDULE—CONTINUED

**CHAPTER 10  
ADMINISTRATIVE AND INSTITUTIONAL ARRANGEMENTS****Article 10.1: Establishment of the Administrative Commission**

The Parties hereby establish the Administrative Commission (Commission). The Commission shall comprise senior government officials of each Party and be co-chaired by:

- (a) for Chile, the Undersecretary for International Economic Relations, and
- (b) for Trinidad and Tobago, the Permanent Secretary of the Ministry with responsibility for trade,

or their respective representatives.

**Article 10.2: Functions of the Administrative Commission**

1. The Commission shall:

- (a) supervise the implementation of this Agreement;
- (b) supervise the work of all committees and other bodies established under this Agreement, and
- (c) carry out any other function which may be assigned to it by the Parties.

2. The Commission may:<sup>3</sup>

- (a) consider and take decisions to amend:
  - (i) the Schedules to Annexes 2A (Schedule of Tariff Commitments of Chile) and 2B (Schedule of Tariff

<sup>3</sup> For Chile, the actions of the Commission may be implemented through executive agreements (*actos de ejecución*), in accordance with Chilean law. For Trinidad and Tobago, any action at subparagraph 2(a) shall be subject to the completion of its applicable internal procedures.

## SCHEDULE—CONTINUED



Commitments of Trinidad and Tobago) for the elimination of a tariff or to include other goods;

(ii) the rules of origin established in Annex 3A (Specific Rules of Origin), or

(iii) any other provision or Annex the amendment of which is provided for in this Agreement.

(b) establish, merge or dissolve any committee or other bodies established under this Agreement in order to improve the functioning of this Agreement;

(c) refer matters to, or consider matters raised by, any committee or other body, and

(d) take any other action as the Parties may agree.

**Article 10.3: Rules of Procedure of the Administrative Commission**

1. The Commission shall meet within one year of the date of entry into force of this Agreement and thereafter once a year, unless otherwise agreed by the Parties. The meetings shall be held alternately in Trinidad and Tobago or in Chile, or by any technological means available, as agreed by the Parties.

2. The Commission shall establish its rules of procedure at its first meeting.

3. The Commission shall adopt its decisions by consensus.

4. The agenda of a meeting of the Commission shall be established pursuant to Article 10.4.2.

**Article 10.4: Agreement Coordinators**

1. The Parties designate the following Agreement Coordinators:

(a) for Chile, the General Directorate for Bilateral Economic Affairs, and

## SCHEDULE—CONTINUED



(b) for Trinidad and Tobago, the Director of Trade of the Ministry with responsibility for trade,

or their respective representatives.

2. The Agreement Coordinators shall:

(a) jointly coordinate all the necessary preparations for the meetings of the Commission, including the agenda, which shall be established at least fifteen (15) days prior to the date of such meetings unless otherwise agreed by the Parties.

(b) follow up on any decision taken by the Commission, as appropriate;

(c) send and receive all notifications and information provided pursuant to this Agreement, unless otherwise provided in this Agreement, and

(d) as necessary, facilitate communications between the Parties on any matter covered by this Agreement.

3. The Agreement Coordinators shall meet prior to the meetings of the Commission, as required and agreed in person or by any technological means available.

## SCHEDULE—CONTINUED

**CHAPTER 11  
DISPUTE SETTLEMENT PROCEDURES****Section I - Scope and Objective****Article 11.1: Objective**

The objective of this Chapter is to avoid and settle any dispute between the Parties with a view to arriving at a mutually agreed solution.

**Article 11.2: Scope**

Unless otherwise provided for in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of any dispute between the Parties:

- (a) regarding the interpretation or application of this Agreement, and
- (b) when a Party considers that an actual or proposed measure of the other Party is or would be inconsistent with an obligation set out in this Agreement or that the other Party has otherwise failed to carry out an obligation under this Agreement.

**Article 11.3: Choice of Forum**

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

SCHEDULE—CONTINUED



**Article 11.4: Good Offices and Conciliation**

1. The Parties may at any time agree to undertake an alternative method of dispute resolution, such as good offices or conciliation.
2. Proceedings that involve good offices or conciliation shall be confidential and without prejudice to the rights of the Parties in other proceedings.
3. The Parties may suspend or terminate good offices or conciliation at any time.
4. If the Parties agree, good offices or conciliation may continue while the dispute proceeds for resolution before a panel established under Article 11.7.

**Article 11.5: Cases of Urgency**

The Parties may agree that in cases of urgency, the timeframes established in this Chapter shall be halved, except as otherwise provided for in this Chapter.

**Section II - Consultations**

**Article 11.6: Consultations**

1. A Party may request consultations with the other Party in respect of any matter referred to in Article 11.2. The Party making the request for consultations shall do so in writing, and shall set out the reasons for the request, including identification of the actual or proposed measure or other matter at issue and an indication of the legal basis for the request.
2. The Party to which a request for consultations is made shall, unless the Parties agree otherwise, reply in writing to the request no later than ten (10) days after the date of its receipt of the request.
3. The Parties shall enter into consultations in good faith.
4. Unless the Parties agree otherwise, they shall enter into consultations no later than thirty (30) days after the date of receipt of the request.
5. Consultations may be held in person or by any technological means available to the Parties. If the consultations are held in person, they shall be held in the

## SCHEDULE—CONTINUED



capital of the Party to which the request for consultations was made, unless the Parties agree otherwise.

6. The Parties shall make every attempt to reach a mutually satisfactory solution on the matter through consultations under this Article. To this end, each Party shall:

(a) provide sufficient information to enable a full examination of how the actual or proposed measure or other matter at issue might affect the operation or application of this Agreement, and

(b) treat any information exchanged in the course of the consultations that is designated as confidential on the same basis as the Party providing the information.

7. In consultations under this Article, a Party may request that the other Party make available personnel of its government agencies or other regulatory bodies which have expertise in the matter at issue.

8. Consultations shall be confidential and without prejudice to the rights of any Party in any other proceedings.

9. Consultations shall last no more than sixty (60) days after the date of receipt of the request, unless the Parties agree to extend the consultations for a mutually agreed period.

**Section III - Panel Process****Article 11.7: Establishment of a Panel**

1. The complaining Party may make a written request to the responding Party for the establishment of a panel if the Parties have failed to resolve the dispute by recourse to the consultations referred to in Article 11.6 within:

(a) sixty (60) days after the date of receipt of the request for consultations under Article 11.6, or

(b) another period as the Parties may agree.

## SCHEDULE—CONTINUED



2. The complaining Party shall deliver the written request for the establishment of a panel to the responding Party. The complaining Party shall identify in its request the measure or other matter at issue and a brief summary of the legal basis of the complaint.

3. The date of establishment of the panel shall be the date on which the chair of the panel is appointed.

4. Unless the Parties agree otherwise, the panel shall be composed in a manner consistent with this Chapter and the Rules of Procedure referred to in Article 11.12.

5. A panel shall not be established to review a proposed measure.

**Article 11.8: Consolidation of Requests**

If the Parties agree, the panel may examine jointly two (2) or more requests under this Section only when, by their nature, they are related.

**Article 11.9: Terms of Reference**

Unless the Parties agree otherwise no later than fifteen (15) days after the date of receipt of the request for the establishment of a panel, the terms of reference shall be to:

(a) examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of a panel under Article 11.7, and

(b) make findings and determinations, and any jointly requested recommendations, together with its reasons therefor, as provided for in Article 11.15 and Article 11.16.

**Article 11.10: Composition of Panels**

1. A panel shall comprise three panellists.

## SCHEDULE—CONTINUED



2. Each Party shall, within thirty (30) days after the date of receipt of the request for the establishment of a panel, appoint one panellist who may be its national and propose up to three candidates to serve as chair of the panel. The chair of the panel shall not be a national of either Party, nor have his or her usual place of residence in either Party, nor be employed by either Party, nor have dealt with the dispute in any capacity.

3. Within forty-five (45) days after the date of receipt of the request for the establishment of a panel, the Parties shall endeavour to agree on the appointment of the chair of the panel from among the proposed candidates.

4. If a Party does not appoint a panellist within the timeframe stipulated in paragraph 2, or if the Parties have not appointed a chair in the timeframe stipulated in paragraph 3, the panellist or the chair of the panel not yet appointed shall be chosen within seven (7) days by lot from the candidates proposed pursuant to paragraph 2.

5. All panellists shall:

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

(b) be chosen strictly on the basis of objectivity, reliability and sound judgment;

(c) be independent of, and not be affiliated with or receive instructions from, any Party, and

(d) comply with the Code of Conduct contained in Annex 11.

6. An individual shall not serve as a panellist for a dispute in which that person has participated under Article 11.4 or under Section IV.

7. If a panellist appointed under this Article is incapacitated, becomes unable to serve or resigns, a successor shall be appointed within fifteen (15) days in accordance with the appointment procedure provided for in paragraphs 2, 3 and 4, which shall be applied, respectively, *mutatis mutandis*. The successor shall have all the powers and duties of the original panellist. The work of the panel shall be suspended for a period beginning on the date the original panellist is

## SCHEDULE—CONTINUED



incapacitated, becomes unable to serve or resigns. The work of the panel shall resume on the date the successor is appointed.

**Article 11.11: Functions of Panels**

1. A panel's function is to make an objective assessment of the matter before it, which includes an examination of the facts and the applicability of and conformity with this Agreement, and to make the findings, determinations and recommendations as are called for in its terms of reference and necessary for the resolution of the dispute.

2. Unless the Parties agree otherwise, the panel shall perform its functions and conduct its proceedings in a manner consistent with this Chapter and the Rules of Procedure referred to in Article 11.12.

3. The panel shall interpret this Agreement in accordance with the rules of interpretation under international law as reflected in Articles 31 and 32 of the Vienna Convention on the Law of Treaties (1969). For greater certainty, the panel shall also consider relevant interpretations in reports of panels and the WTO Appellate Body adopted by the WTO Dispute Settlement Body. The findings, determinations and recommendations of the panel shall not add to or diminish the rights and obligations of the Parties under this Agreement.

4. A panel shall take its decisions by consensus, except that, if a panel is unable to reach consensus, it may take its decisions by majority vote.

**Article 11.12: Rules of Procedure**

1. The Commission shall adopt the Rules of Procedure of the panels, following the entry into force of this Agreement. Unless the Parties agree otherwise, the panel shall follow the Rules of Procedure and may, after consulting the Parties, adopt additional rules of procedure not inconsistent with the Rules of Procedure adopted by the Commission.

2. The Rules of Procedure referred to in paragraph 1 shall ensure:

- (a) that each Party has an opportunity to provide an initial and a rebuttal written submission;

## SCHEDULE—CONTINUED



(b) that each Party has the right to at least one hearing before the panel;

(c) that each Party has the right to present oral arguments;

(d) that the hearings before the panel shall be confidential, unless otherwise agreed by the Parties;

(e) the protection of the documents and submissions designated as confidential by a Party, and

(f) the protection of the information that a Party designates as confidential.

3. When a Party submits information, documents or papers which it qualifies as confidential, that Party shall also, upon request by the other Party, submit a non-confidential summary of the information, documents or papers that may be made available to the public, no later than thirty (30) days after the date of receipt of the request by the other disputing Party.

4. Without prejudice to paragraph 2, each Party may make public statements as to its views regarding the dispute, but shall treat as confidential the information, documents or submissions delivered by the other Party to the panel, which the other Party has designated as confidential.

5. Unless the Parties agree otherwise, each Party shall bear the cost of the panelist it appoints, as well as the panelist's expenses. The cost of the chair of the panel and other expenses associated with proceedings shall be borne by the Parties in equal parts.

**Article 11.13: Information and Technical Advice**

The panel may, upon the request of a Party or on its own initiative, seek information and technical advice from any person or body that it deems appropriate provided that the Parties so agree and subject to such terms and conditions as the Parties may agree. The panel shall provide the Parties with a copy of any information or technical advice submitted and an opportunity to provide comments.

## SCHEDULE—CONTINUED

**Article 11.14: Suspension and Termination of Proceedings**

1. The Parties may agree that the panel suspend its work at any time for a period not exceeding twelve (12) consecutive months from the date of such agreement. If the work of the panel has been suspended for more than twelve (12) consecutive months, the panel proceedings shall lapse unless the Parties agree otherwise.

2. The Parties may terminate the proceedings before a panel at any time before the notification of the final report by jointly notifying the chair of the panel.

**Article 11.15: Initial Report**

1. The panel shall present an initial report to the Parties no later than ninety (90) days after the date of establishment of the panel. In cases of urgency, the panel shall present an initial report to the Parties no later than sixty (60) days after the establishment of the panel.

2. The initial report shall contain:

- (a) a descriptive section summarizing the arguments of the Parties;
- (b) findings of fact;
- (c) the determination of the panel as to whether:
  - (i) the measure at issue is inconsistent with obligations in this Agreement, or
  - (ii) a Party has otherwise failed to carry out its obligations in this Agreement;
- (d) any other determination requested in the terms of reference;
- (e) recommendations, if the Parties have jointly requested them, for the resolution of the dispute, and
- (f) the reasons for the findings and determinations.

## SCHEDULE—CONTINUED



3. In exceptional cases, if the panel considers that it cannot release its initial report within the time period specified in paragraph 1, it shall inform the Parties in writing of the reasons for the delay together with an estimate of when it will issue its report. A delay shall not exceed an additional period of thirty (30) days unless the Parties agree otherwise.

4. Panellists may present separate opinions on matters not unanimously agreed.

5. A Party may submit written comments to the panel on its initial report no later than fifteen (15) days after the presentation of the initial report or within another period as the Parties may agree.

6. After considering any written comments by the Parties on the initial report, the panel may modify its report and make any further examination it considers appropriate.

**Article 11.16: Final Report**

1. The panel shall present a final report to the Parties, including any separate opinions on matters not unanimously agreed, no later than thirty (30) days after presentation of the initial report, unless the Parties agree otherwise.

2. The final report of the panel shall be final and binding on the Parties. The deliberations of the panel shall be kept confidential, and the panel shall not disclose which panellists are associated with the majority or minority opinions.

3. Unless otherwise agreed and subject to the protection of information designated by either Party as confidential, either Party may publish the final report within fifteen (15) days of its presentation.

**Article 11.17: Implementation of the Final Report**

1. The Parties recognise the importance of prompt compliance with determinations made by panels under Article 11.16 in achieving the aim of the dispute settlement procedures in this Chapter, which is to arrive at a mutually agreed solution.

2. If in its final report the panel determines that:

SCHEDULE—CONTINUED



(a) the measure at issue is inconsistent with a Party's obligations in this Agreement, or

(b) a Party has otherwise failed to carry out its obligations in this Agreement,

the responding Party shall, whenever possible, eliminate the non-conformity.

3. Unless the Parties agree otherwise, the responding Party shall have a reasonable period of time in which to eliminate the non-conformity if it is not practicable to do so immediately.

4. The Parties shall endeavour to agree on the reasonable period of time. If the Parties fail to agree on the reasonable period of time within a period of forty-five (45) days after the presentation of the final report under Article 11.16, a Party may, no later than sixty (60) days after the presentation of the final report under Article 11.16, refer the matter to the chair of the panel to determine the reasonable period of time.

5. The chair shall take into consideration as a guideline that the reasonable period of time should not exceed fifteen (15) months from the presentation of the final report under Article 11.16. However, that time may be shorter or longer, depending upon the particular circumstances.

6. The chair shall determine the reasonable period of time no later than ninety (90) days after the date of referral to the chair under paragraph 4.

7. The Parties may agree to vary the procedures set out in paragraphs 4 through 6 for the determination of the reasonable period of time.

**Article 11.18: Non-Implementation – Compensation and Suspension of Benefits**

1. The responding Party shall, if requested by the complaining Party, enter into negotiations with the complaining Party no later than fifteen (15) days after receipt of that request, with a view to developing mutually acceptable compensation, if:

(a) the responding Party has notified the complaining Party that it does not intend to eliminate the non-conformity, or

## SCHEDULE—CONTINUED



(b) following the expiry of the reasonable period of time established in accordance with Article 11.17, there is disagreement between the Parties as to whether the responding Party has eliminated the non-conformity.

2. The complaining Party may suspend benefits in accordance with Article 11.19 if the Parties have:

(a) been unable to agree on compensation within a period of thirty (30) days after the period for developing compensation has begun, or

(b) agreed on compensation but the complaining Party considers that the responding Party has failed to observe the terms of the agreement.

**Article 11.19: Suspension of Benefits**

1. A complaining Party may, at any time after the conditions set out in Article 11.18 are met in relation to that Party, provide written notice to the responding Party that it intends to suspend benefits of equivalent effect. The notice shall specify the level of benefits that the Party proposes to suspend.<sup>4</sup> The complaining Party may begin suspending benefits thirty (30) days after the later of the date on which it provides notice under this paragraph or the date that the panel issues its determination under Article 11.20, as the case may be.

2. The suspension of benefits shall be proportional to the claimed measure and will take place, initially, within the same sector or sectors affected by the action or omission of the other Party.

3. If the complaining Party considers that is not feasible or efficient to suspend benefits in such sector or sectors, it may suspend benefits in other sectors, with proper justification for the reasons for its decision and immediately notify the other Party.

4. The suspension of benefits shall be in place until:

(a) the other Party complies with the decision made by the panel;

<sup>4</sup> For greater certainty, the phrase "the level of benefits that the Party proposes to suspend" refers to the level of concessions under this Agreement, the suspension of which a complaining Party considers will have an effect equivalent to that of the non-conformity, in the sense of Article 11.2, determined to exist by the panel in its final report issued under Article 11.16.

## SCHEDULE—CONTINUED



(b) the other Party eliminates the measure that is incompatible with this Agreement, or

(c) the Parties otherwise come to a mutually satisfactory resolution of the dispute.

**Article 11.20: Compliance Review**

1. A Party may, by written notice to the other Party, request that a panel established under Article 11.7 be reconvened to make a determination with respect to:

(a) whether the level of benefits suspended by a Party pursuant to paragraph 1 of Article 11.19 is excessive, or

(b) any disagreement as to the existence or consistency with this Agreement, of measures taken to comply with the determinations or recommendations of the previously established panel.

2. In the written notification, a Party shall identify the specific measures or matters at issue and provide a brief summary of the legal basis of the complaint sufficient to present the problem clearly.

3. The panel shall be reconvened upon receipt by the other Party of the written notice of the request. In the event that any original panellist is unable to serve on the panel, the panel shall be reconstituted in accordance with Article 11.10.

4. The panel shall present its determination to the Parties no later than ninety (90) days after it reconvenes to review a request under subparagraph 1(a) or 1(b), or one hundred and twenty (120) days after it reconvenes for a request under both subparagraphs 1(a) and 1(b).

5. Where the request concerns subparagraph 1(a), if the panel determines that the level of benefits the complaining Party proposes to suspend is excessive, it shall determine the level of benefits it considers to be of equivalent effect.

6. Where the request concerns subparagraph 1(b), if the panel determines that the responding Party has eliminated the non-conformity, the complaining Party shall promptly reinstate any benefits suspended.

## SCHEDULE—CONTINUED

**Section IV - Mediation Mechanism****Article 11.21: Request for Information**

1. At any time before the initiation of a mediation procedure, any Party may make a written request to the other Party to provide information with respect to any matter described in Article 11.2.
2. The Party to which such request is made shall, within twenty (20) days of the date of its receipt of the request, provide a written response containing its comments on the requested information.
3. When the Party to which such request is made considers that it will not be able to respond within twenty (20) days of the date of its receipt of the request, it shall promptly notify the requesting Party, stating the reasons for the delay and providing an estimate of the shortest period within which it will be able to provide its response.
4. Each Party is encouraged to avail itself of this provision before the initiation of a mediation procedure.

**Article 11.22: Initiation of the Mediation Procedure**

1. A Party may at any time request to enter into a mediation procedure with the other Party with respect to any matter described in Article 11.2.
2. The Party making the request for mediation shall do so in writing and shall set out the reasons for the request, including identification of the measure or other matter at issue and an indication of the legal basis for the complaint.
3. The Party to which a request for mediation is made shall give sympathetic consideration to the request and, unless the Parties agree otherwise, reply in writing to the request no later than fourteen (14) days after the date of its receipt of the request. For greater certainty, if the Party to which a request for mediation is made does not reply within the time period specified in this paragraph, it shall be deemed to have received the request seven (7) days after the date on which the Party making the request for mediation transmitted that request.
4. Upon receipt of a request for mediation, the Party to which the request is made may decline to participate in the mediation.

## SCHEDULE—CONTINUED



5. A mediation procedure shall not be initiated to review a proposed measure.

**Article 11.23: Selection of the Mediator**

1. The Parties to the mediation shall endeavour to agree on a mediator within ten (10) days of the initiation of the mediation procedure.

2. In the event that the Parties to the mediation are unable to agree on the mediator within the time period laid down in paragraph 1, either Party may request that the appointment be made by the Director-General of the WTO within a further fifteen (15) days.

3. If the Director-General of the WTO notifies the Parties to the mediation that he or she is unavailable or does not appoint a mediator within fifteen (15) days after the date of the request referred to in paragraph 2, either Party may request the Secretary-General of the Permanent Court of Arbitration to make the appointment promptly.

4. Unless the Parties to the mediation agree otherwise, a mediator shall not be a national of, or be employed by, either Party.

5. A mediator shall comply with the Code of Conduct contained in Annex 11, *mutatis mutandis*.

**Article 11.24: Rules of the Mediation Procedure**

1. Within ten (10) days of the appointment of the mediator, the Party which invoked the mediation procedure shall deliver to the mediator and the other Party a detailed written description of its concerns, in particular the operation of the measure at issue and the legal basis for the complaint.

2. Within twenty (20) days of the delivery of this description, the other Party may provide written comments. Either Party may include any information that it deems relevant in its description or comments.

3. The mediator shall assist the Parties to the mediation in an impartial and transparent manner in bringing clarity to the measure or any other matter described in Article 11.2 and in reaching a mutually agreed solution. In particular, the mediator may organise meetings between the Parties to the mediation,

## SCHEDULE—CONTINUED



consult them jointly or individually, seek the assistance of, or consult with, relevant experts and stakeholders and provide any additional support requested by the Parties to the mediation. The mediator shall consult with the Parties to the mediation before seeking the assistance of, or consulting with, relevant experts and stakeholders.

4. The mediator may offer advice and propose a solution for the consideration of the Parties to the mediation. The Parties to the mediation may accept or reject the proposed solution or agree on a different solution. The mediator shall not advise or comment on the consistency of the measure at issue with this Agreement.

5. The mediation procedure shall take place in the capital of the Party to which the request for mediation referred to in Article 11.22 was addressed, or by mutual agreement in any other location or by any other means.

6. The Parties to the mediation shall endeavour to reach a mutually agreed solution within sixty (60) days of the appointment of the mediator. Pending a final agreement, the Parties to the mediation may consider possible interim solutions, particularly in the cases of urgency.

7. Upon request of either Party to the mediation, the mediator shall issue to the Parties a draft factual report, providing:

- (a) a brief summary of the measure at issue in the mediation procedure;
- (b) the procedures followed, and
- (c) any mutually agreed solution reached as the outcome of the mediation procedure, including possible interim solutions.

8. The mediator shall allow the Parties to the mediation fifteen (15) days to comment on the draft factual report. After considering the comments received, the mediator shall, within fifteen (15) days, deliver a final factual report to the Parties to the mediation.

9. Neither the draft nor the final factual report shall include any interpretation of this Agreement.

10. The mediation procedure may be suspended at any time by notice in writing of either Party to the mediation.

## SCHEDULE—CONTINUED

**11. The mediation procedure shall be terminated:**

- (a) by the adoption of a mutually agreed solution by the Parties, on the date of the adoption thereof;
- (b) by mutual agreement of the Parties at any stage of the procedure, on the date of that agreement;
- (c) by a written declaration of the mediator, after consultation with the Parties to the mediation, that further efforts at mediation would be to no avail, on the date of that declaration;
- (d) by a written declaration of a Party to the mediation after exploring mutually agreed solutions under the mediation procedure and after having considered any advice and proposed solutions by the mediator, on the date of that declaration, or
- (e) by notice in writing by either Party to the mediator, on the date of that notice.

**Article 11.25: Implementation of a Mutually Agreed Solution**

1. Where the Parties to the mediation 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 to the mediation in writing of any steps or measures taken to implement the mutually agreed solution.

**Article 11.26: Time Limits**

Any time limit referred to in this Section may be modified by mutual agreement between the Parties.

## SCHEDULE—CONTINUED

**Article 11.27: Confidentiality**

Unless the Parties agree otherwise, all steps of the mediation procedure, including any advice or proposed solution, are confidential. Any Party may disclose to the public the fact that mediation is taking place.

**Article 11.28: 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. The remuneration of the mediator shall be in accordance with that foreseen for a chair of a panel in accordance with the Rules of Procedure.

SCHEDULE—CONTINUED

**ANNEX 11**  
**Code of Conduct**  
**For the Dispute Settlement Proceedings conducted pursuant to Chapter**  
**11**

**Preamble**

The Parties place prime importance on the integrity and impartiality of dispute settlement proceedings.

The Parties hereby establish this Code of Conduct in furtherance of Article 11.10 to ensure that these principles are respected.

**1. Definitions**

For the purposes of this Code of Conduct:

**“amicus curiae”** means a person, whether natural or juridical, making an *amicus curiae* submission;

**“assistant”** means a person who, under the terms of appointment of a panellist, assists them with case-specific tasks, including research, review of documents, drafting and other assignments;

**“candidate”** means an individual who has been proposed or contacted for appointment as a panellist pursuant to Article 11.10 but who has not yet been confirmed in this role;

**“expert”** means a person or body providing information or technical advice as set forth in Article 11.13;

**“family member”** means the spouse of the panellist or candidate; or a parent, child, grandparent, grandchild, sister, brother, aunt, uncle, niece or nephew of the panellist or candidate (including whole and half blood relatives and step relatives); or the spouse of such a person. **Family member** also includes any resident of a panellist’s or candidate’s household whom the panellist or candidate treats as a member of his or her family;

**“panellist”** means a panellist of a panel established under Article 11.7;

**“proceedings”**, unless otherwise specified, mean panel proceedings under Chapter 11;

## SCHEDULE—CONTINUED

“Rules” mean the Rules of Procedure for panels established under 11.12, and

“staff”, in respect of a panellist, means persons under the direction and control of the panellist, other than assistants.

**2. Governing Principles**

(a) Each panellist shall be independent and impartial, and shall avoid direct or indirect conflicts of interest, impropriety, bias and appearance of bias.

(b) Each panellist and former panellist shall respect the confidentiality of proceedings of the panel.

(c) Each candidate or panellist must disclose the existence of any interest, relationship, or matter that is likely to affect the candidate's or panellist's independence or impartiality or that might reasonably create an appearance of impropriety or an apprehension of bias. An appearance of impropriety or an apprehension of bias is created where a reasonable person, with knowledge of all the relevant circumstances that a reasonable inquiry would disclose, would conclude that a candidate's or panellist's ability to carry out the duties with integrity, impartiality, and competence is impaired.

(d) This Code of Conduct does not determine whether or under what circumstances the Parties will jointly disqualify a candidate or panellist from being appointed to, or serving as a panellist of, a panel on the basis of disclosures made.

**3. Responsibilities to the Process**

Each candidate, panellist, and former panellist shall avoid impropriety and the appearance of impropriety and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement process is preserved.

**4. Disclosure Obligations**

(a) As soon as possible after it is known that a candidate is being considered for participation in a panel, the Party that is considering him or her shall provide the candidate with a copy of this Code of Conduct and the Initial Disclosure Statement set out in the Appendix to this Code of Conduct.

(b) A candidate shall make his or her best efforts to submit the Initial Disclosure Statement to both Parties within seven (7) days after receipt. The candidate shall

SCHEDULE—CONTINUED

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 an apprehension of bias in the proceedings. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters. Therefore, candidates shall disclose, at a minimum, the following interests, relationships, and matters:

(i) any financial or personal interest of the candidate in:

(A) the proceedings or in its outcome, and

(B) administrative proceedings, domestic judicial proceedings or another international dispute settlement proceedings that involves issues that may be decided in the proceedings for which the candidate is under consideration;

(ii) any financial interest of the candidate's employer, partner, business associate or family member in:

(A) the proceedings or in its outcome, and

(B) administrative proceedings, domestic court proceedings or another international dispute settlement proceedings that involves issues that may be decided in the proceedings for which the candidate is under consideration;

(iii) any past or existing financial, business, professional, family or social relationship with any interested parties in the proceedings, or their counsel, or any such relationship involving a candidate's employer, partner, business associate or family member, and

(iv) public advocacy or legal or other representation concerning an issue in dispute in the proceedings or involving the same goods.

(c) Once appointed, a panellist shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in subparagraph (b) and shall disclose them. The obligation to disclose is a continuing duty that requires a panellist to disclose any such interests, relationships and matters that may arise during any stage of the proceedings.

(d) In the event of any uncertainty regarding whether an interest, relationship or matter must be disclosed under subparagraph (b) or (c), a candidate or panellist should err in favour of disclosure. Disclosure of an interest, relationship or matter

## SCHEDULE—CONTINUED

is without prejudice as to whether the interest, relationship or matter is covered by subparagraph (b) or (c), or whether it warrants recusal, amelioration, or disqualification.

(e) The disclosure obligations set out in subparagraphs (a) through (d) should not be interpreted so that the burden of detailed disclosure makes it impractical for persons in the legal or business community to serve as panellists, thereby depriving the Parties of the services of those who might be best qualified to serve as panellists. Thus, candidates and panellists should not be called upon to disclose interests, relationships or matters whose bearing on their role in the proceedings would be trivial.

**5. The Performance of Duties by Candidates and Panellists**

(a) Bearing in mind that the prompt settlement of disputes is essential to the effective functioning of this Agreement, a candidate who accepts an appointment as a panellist shall be available to perform, and shall perform, a panellist's duties thoroughly and expeditiously throughout the course of the proceedings.

(b) A panellist shall carry out all duties fairly and diligently.

(c) A panellist shall comply with the provisions of Chapter 11 and the Rules of Procedure referred to in 11.12.

(d) A panellist shall not deny other panellists the opportunity to participate in all aspects of the proceedings.

(e) A panellist shall consider only those issues raised in the proceedings and necessary to make a decision and shall not delegate the duty to decide to any other person.

(f) A panellist shall take all reasonable steps to ensure that the panellist's assistants and staff comply with paragraphs 3, 4, 5(c), 5(g) and 8 of this Code of Conduct.

(g) A panellist shall not engage in *ex parte* contacts concerning the proceedings.

(h) A candidate or panellist shall not communicate matters concerning actual or potential violations of this Code of Conduct unless the communication is sent to both Parties through the Agreement Coordinators, or if necessary to ascertain whether that candidate or panellist has violated or may violate this Code.

## SCHEDULE—CONTINUED

**6. Independence and Impartiality of Panellists**

(a) A panellist shall be independent and impartial. A panellist shall act in a fair manner and shall not create an appearance of impropriety or an apprehension of bias.

(b) A panellist shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism.

(c) A panellist 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 the panellist's duties.

(d) A panellist shall not use the panellist's position on the panel to advance any personal or private interests. A panellist shall avoid actions that may create the impression that others are in a special position to influence the panellist. A panellist shall make every effort to prevent or discourage others from representing themselves as being in such a position.

(e) A panellist shall not allow past or existing financial, business, professional, family or social relationships or responsibilities to influence the panellist's conduct or judgment.

(f) A panellist shall avoid entering into any relationship, or acquiring any financial interest, that is likely to affect the panellist's impartiality or that might reasonably create an appearance of impropriety or an apprehension of bias.

(g) If an interest, relationship or matter of a candidate or panellist is inconsistent with subparagraphs (a) through (f), the candidate may accept appointment to a panel and a panellist may continue to serve on a panel if the Parties waive the violation or if, after the candidate or panellist has taken steps to ameliorate the violation, the Parties determine that the inconsistency has ceased.

**7. Duties of Former Panellists**

A former panellist shall avoid actions that may create the appearance that the panellist was biased in carrying out the panellist's duties or derived a benefit from the decision of the panel.

## SCHEDULE—CONTINUED

**8. Maintenance of Confidentiality**

(a) A panellist or former panellist shall not at any time disclose or use any non-public information concerning proceedings or acquired during proceedings except for the purposes of those proceedings and shall not, in any case, disclose or use any such information to gain personal advantage or advantage for others or to affect adversely the interest of others.

(b) A panellist shall not disclose a panel report issued under Chapter 11 prior to release of the final report by the Parties. A panellist or former panellist shall not at any time disclose which panellists are associated with majority or minority opinions in proceedings under Chapter 11.

(c) A panellist or former panellist shall not at any time disclose the deliberations of a panel or any panellist's view, except as required by law.

(d) A panellist shall not make a public statement regarding the merits of pending proceedings.

**9. Responsibilities of Assistants and Staff**

Paragraphs 3, 4, 5(c), 5(g), 7 and 8 of this Code of Conduct apply also to experts, assistants, *amicus curiae* and staff.

**10. Good Offices and Conciliation**

The disciplines described in this Code of Conduct applying to panellists or former panellists shall apply, *mutatis mutandis*, to the persons that are called upon in accordance with Article 11.4.

## SCHEDULE—CONTINUED

**APPENDIX  
Initial Disclosure Statement**

1. I acknowledge having received a copy of the Code of Conduct for the Dispute Settlement Proceedings conducted pursuant to Chapter 11 of the Partial Scope Trade Agreement between the Republic of Chile and the Republic of Trinidad and Tobago (hereinafter referred to as "the Code of Conduct").

2. I acknowledge having read and understood the Code of Conduct.

3. I understand that I have a continuing obligation to disclose interests, relationships and matters that may bear on the integrity or impartiality of the dispute settlement process. As a part of this continuing obligation, I am making the following initial disclosures:

(a) My financial interest in the proceedings or in its outcome is as follows:

(b) My financial interest in any administrative proceedings, domestic judicial proceedings and other international dispute settlement proceedings that involves issues that may be decided in the proceedings for which I am under consideration is as follows:

(c) The financial interests that any employer, partner, business associate or family member may have in the proceedings or in its outcome are as follows:

(d) The financial interests that any employer, partner, business associate or family member may have in any administrative proceedings, domestic court proceedings and other international dispute settlement proceedings that involve issues that may be decided in the proceedings for which I am under consideration are as follows:

SCHEDULE—CONTINUED

(e) My past or existing financial, business, professional, family and social relationships with any interested parties in the proceedings or their counsel, are as follows:

(f) The past or existing financial, business, professional, family and social relationships with any interested parties in the proceedings or their counsel, involving any employer, partner, business associate or family member are as follows:

(g) My public advocacy or legal or other representation concerning an issue in dispute in the proceedings or involving the same goods is as follows:

(h) My other interests, relationships and matters that may bear on the integrity or impartiality of the dispute settlement process and that are not disclosed in subparagraphs (a) through (g) above are as follows:

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By:

Name \_\_\_\_\_

Signature \_\_\_\_\_

## SCHEDULE—CONTINUED

**CHAPTER 12  
EXCEPTIONS AND GENERAL PROVISIONS****Article 12.1: General Exceptions**

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

- (a) necessary to protect public morals;
- (b) necessary to protect human, animal or plant life or health;
- (c) relating to the importations or exportations of gold or silver;
- (d) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Agreement, including those relating to customs enforcement;
- (e) relating to the products of prison labour;
- (f) imposed for the protection of national treasures of artistic, historic or archaeological value;
- (g) relating to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption;
- (h) undertaken in pursuance of obligations under any intergovernmental commodity agreement which conforms to criteria submitted to the WTO and not disapproved by it or which is itself so submitted and not so disapproved;
- (i) involving restrictions on exports of domestic materials necessary to ensure essential quantities of such materials to a domestic processing industry during periods when the domestic price of such materials is held below the world price as part of a governmental stabilization plan; provided that such restrictions shall not operate to increase the exports

## SCHEDULE—CONTINUED



of or the protection afforded to such domestic industry, and shall not depart from the provisions of this Agreement relating to non-discrimination, or

(j) essential to the acquisition or distribution of products in general or local short supply; provided that any such measures shall be consistent with the principle that all WTO members are entitled to an equitable share of the international supply of such products, and that any such measures, which are inconsistent with the other provisions of this Agreement shall be discontinued as soon as the conditions giving rise to them have ceased to exist.

2. The Parties understand that the measures referred to in paragraph 1(b) include environmental measures necessary for protecting human, animal or plant life or health, and that paragraph 1(g) applies to the measures related to the conservation of living and non-living exhaustible natural resources.

**Article 12.2: Security Exceptions**

Nothing in this Agreement shall be construed:

(a) to require any Party to furnish any information the disclosure of which it considers contrary to its essential security interests;

(b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:

(i) relating to fissionable materials or the materials from which they are derived;

(ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment, or

(iii) taken in time of war or other emergency in international relations, or

## SCHEDULE—CONTINUED



(c) to prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

**Article 12.3: Taxation Measures**

1. Except as provided in this Article, nothing in this Agreement shall apply to taxation measures.

2. Nothing in this Agreement shall affect the rights and obligations of the Parties under any tax convention or other arrangement on taxation in force between the Parties. In the event of any inconsistency relating to a taxation measure between this Agreement and any such convention or other arrangement on taxation, the latter shall prevail to the extent of the inconsistency.

3. If an issue arises between the Parties as to whether any inconsistency related to a taxation measure exists between this Agreement and the tax convention or arrangement on taxation, the issue shall be referred to the designated authorities of the Parties. The designated authorities shall have six (6) months from the date of referral of the issue to make a determination as to the existence and extent of any inconsistency. If those designated authorities agree, the period may be extended up to twelve (12) months from the date of referral of the issue. No procedures concerning the measure giving rise to the issue may be initiated under Chapter 11 (Dispute Settlement Procedures) until the expiry of the six (6) month period, or any other period as may have been agreed by the designated authorities. A panel established to consider a dispute related to a taxation measure shall accept as binding a determination of the designated authorities of the Parties made under this paragraph.

4. Article 2.3 (National Treatment) shall apply to taxation measures to the same extent as Article III of GATT 1994.

5. For the purposes of this Article, taxation measure means any measure relating to direct or indirect taxes, but does not include:

(a) a customs duty, or

(b) the measures listed in subparagraphs (b) and (c) of the definition of customs duty in Article 1.4 (Definitions).

## SCHEDULE—CONTINUED



6. For the purposes of paragraph 3, designated authority means:

(a) in the case of Chile, the Director of the Internal Revenue Service, Ministry of Finance (*Director del Servicio de Impuestos Internos, Ministerio de Hacienda*), or an authorised representative of the Minister of Finance (*Ministro de Hacienda*), and

(b) in the case of Trinidad and Tobago, the Minister with responsibility for Finance or his authorised representative.

**Article 12.4: Measures to Safeguard the Balance-of-Payments**

1. The Parties shall endeavour to avoid the application of restrictive measures for balance-of-payments purposes.

2. Any measure taken for balance-of-payments purposes shall be in accordance with that Party's rights and obligations under *GATT 1994* and the *WTO Understanding on the Balance-of-Payments Provisions of the General Agreement on Tariffs and Trade 1994*.

3. A Party shall publish or notify the other Party of any restrictive measures adopted or maintained, or any changes therein, to the extent that it does not duplicate the process under the WTO and the International Monetary Fund.

4. Nothing in this Chapter shall be regarded as altering the rights enjoyed and obligations undertaken by a Party as a party to the Articles of the Agreement of the International Monetary Fund, as may be amended.

**Article 12.5: Disclosure of Information**

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

## SCHEDULE—CONTINUED

**CHAPTER 13  
FINAL PROVISIONS****Article 13.1: Private Rights**

Neither Party shall provide for a right of action under its laws against the other Party on the ground that a measure of the other Party is inconsistent with this Agreement or that the other Party has otherwise failed to carry out its obligations under this Agreement.

**Article 13.2: Amendments**

1. Any amendment of this Agreement shall be agreed upon by both Parties in writing.
2. When so agreed and approved in accordance with the necessary domestic legal procedures of each Party, an amendment shall constitute an integral part of this Agreement. Such amendment shall enter into force ninety (90) days after the date of the later notification through diplomatic channels by which the Parties inform each other that the necessary domestic legal procedures have been completed, or after such other period as the Parties may agree.

**Article 13.3: Amendment of the WTO Agreement**

In the event of an amendment of the WTO Agreement and if appropriate, the Parties shall, unless otherwise provided for in this Agreement, consult on whether to amend this Agreement.

**Article 13.4: Annexes, Appendices and Footnotes**

The annexes, appendices and footnotes hereto shall constitute an integral part of this Agreement.

## SCHEDULE—CONTINUED

**Article 13.5: Entry into Force**

1. The entry into force of this Agreement is subject to the completion of the necessary domestic legal procedures by each Party.
2. This Agreement shall enter into force ninety (90) days after the date of the later notification through diplomatic channels by which the Parties inform each other that the necessary domestic legal procedures have been completed, or after such other period as the Parties may agree.

**Article 13.6: Duration and Termination**

1. This Agreement shall be in force for an indefinite period.
2. This Agreement may be terminated by either Party by giving notice in writing to the other Party. The termination shall take effect six (6) months after the date of receipt of that notice, unless the Parties agree on a different period.

**Article 13.7: Accession**

1. This Agreement is open to accession by any country or group of countries subject to such terms and conditions as may be agreed between the Parties to this Agreement and that country or group of countries, and following approval in accordance with the applicable legal procedures of the Parties and the acceding country or group of countries.
2. The instrument of accession shall enter into force ninety (90) days after the date of the later notification through diplomatic channels by which the Parties and the acceding country or group of countries inform each other that the necessary

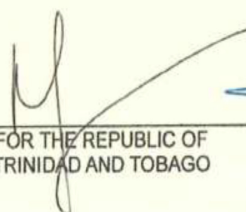
## SCHEDULE—CONTINUED




domestic legal procedures have been completed, or after such other period as the Parties and acceding country or group of countries may agree.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE at Santiago, Chile, and Port of Spain, Trinidad and Tobago, on 25 April 2025, in duplicate, in the English language. The Spanish version of this Agreement, which shall be equally authoritative to the English language text, shall be exchanged through diplomatic channels within 90 days after the signature of this Agreement.



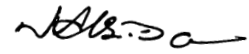
FOR THE REPUBLIC OF  
TRINIDAD AND TOBAGO



FOR THE REPUBLIC OF  
CHILE

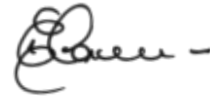
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Passed in the Senate this 21st day of April, 2026.



*Clerk of the Senate*

Passed in the House of Representatives this 2nd day  
of May, 2026.



*Clerk of the House*