

**ECONOMIC AND TRADE AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND  
THE PEOPLE'S REPUBLIC OF CHINA**



**PHASE ONE**

# **ECONOMIC AND TRADE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE PEOPLE'S REPUBLIC OF CHINA**



**OFFICE OF THE UNITED STATES  
TRADE REPRESENTATIVE**

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**UNITED STATES DEPARTMENT  
OF THE TREASURY**

**SECRETARY STEVEN T. MNUCHIN**

**PHASE ONE  
JANUARY 15, 2020**



**ECONOMIC AND TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND  
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF CHINA**

**PREAMBLE**

The Government of the United States of America and the Government of the People’s Republic of China (collectively the “Parties”),

RECOGNIZING the importance of their bilateral economic and trade relationship;

REALIZING that it is in the interests of both countries that trade grow and that there is adherence to international norms so as to promote market-based outcomes;

CONVINCED of the benefits of contributing to the harmonious development and expansion of world trade and providing a catalyst to broader international cooperation;

ACKNOWLEDGING the existing trade and investment concerns that have been identified by the Parties; and

RECOGNIZING the desirability of resolving existing and any future trade and investment concerns as constructively and expeditiously as possible,

HAVE AGREED as follows:



## CHAPTER 1

### INTELLECTUAL PROPERTY

#### Section A: General Obligations

The United States recognizes the importance of intellectual property protection. China recognizes the importance of establishing and implementing a comprehensive legal system of intellectual property protection and enforcement as it transforms from a major intellectual property consumer to a major intellectual property producer. China believes that enhancing intellectual property protection and enforcement is in the interest of building an innovative country, growing innovation-driven enterprises, and promoting high quality economic growth.

#### Article 1.1:

China and the United States hereby affirm that they undertake provisions with respect to intellectual property, as set forth in Sections A through K.

#### Article 1.2:

The Parties shall ensure fair, adequate, and effective protection and enforcement of intellectual property rights. Each Party shall ensure fair and equitable market access to persons of the other Party that rely upon intellectual property protection.

#### Section B: Trade Secrets and Confidential Business Information

The United States emphasizes trade secret protection. China regards trade secret protection as a core element of optimizing the business environment. The Parties agree to ensure effective protection for trade secrets and confidential business information and effective enforcement against the misappropriation of such information.<sup>1</sup>

#### Article 1.3: Scope of Actors Liable for Trade Secret Misappropriation

1. The Parties shall ensure that all natural or legal persons can be subject to liability for trade secret misappropriation.

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<sup>1</sup> The Parties agree that the term “confidential business information” concerns or relates to the trade secrets, processes, operations, style of works, or apparatus, or to the production, business transactions, or logistics, customer information, inventories, or amount or source of any income, profits, losses, or expenditures of any person, natural or legal, or other information of commercial value, the disclosure of which is likely to have the effect of causing substantial harm to the competitive position of such person from which the information was obtained.

2. China shall define “operators” in trade secret misappropriation to include all natural persons, groups of persons, and legal persons.
3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Article 1.4: Scope of Prohibited Acts Constituting Trade Secret Misappropriation**

1. The Parties shall ensure that the scope of prohibited acts subject to liability for trade secret misappropriation provides full coverage for methods of trade secret theft.
2. China shall enumerate additional acts constituting trade secret misappropriation, especially:
  - (a) electronic intrusions;
  - (b) breach or inducement of a breach of duty not to disclose information that is secret or intended to be kept secret; and
  - (c) unauthorized disclosure or use that occurs after the acquisition of a trade secret under circumstances giving rise to a duty to protect the trade secret from disclosure or to limit the use of the trade secret.
3. China and the United States agree to strengthen cooperation on trade secret protection.
4. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Article 1.5: Burden-Shifting in a Civil Proceeding**

1. The Parties shall provide that the burden of production of evidence or burden of proof, as appropriate, shifts to the accused party in a civil judicial proceeding for trade secret misappropriation where the holder of a trade secret has produced prima facie evidence, including circumstantial evidence, of a reasonable indication of trade secret misappropriation by the accused party.
2. China shall provide that:
  - (a) the burden of proof or burden of production of evidence, as appropriate, shifts to the accused party to show that it did not misappropriate a trade secret once a holder of a trade secret produces:

- (i) evidence that the accused party had access or opportunity to obtain a trade secret and the information used by the accused party is materially the same as that trade secret;
  - (ii) evidence that a trade secret has been or risks being disclosed or used by the accused party; or
  - (iii) other evidence that its trade secret(s) were misappropriated by the accused party; and
- (b) under the circumstance that the right holder provides preliminary evidence that measures were taken to keep the claimed trade secret confidential, the burden of proof or burden of production of evidence, as appropriate, shifts to the accused party to show that a trade secret identified by a holder is generally known among persons within the circles that normally deal with the kind of information in question or is readily accessible, and therefore is not a trade secret.

3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Article 1.6: Provisional Measures to Prevent the Use of Trade Secrets**

1. The Parties shall provide for prompt and effective provisional measures to prevent the use of misappropriated trade secrets.

2. China shall identify the use or attempted use of claimed trade secret information as an “urgent situation” that provides its judicial authorities the authority to order the grant of a preliminary injunction based on the specific facts and circumstances of a case.

3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Article 1.7: Threshold for Initiating Criminal Enforcement**

1. The Parties shall eliminate any requirement that the holder of a trade secret establish actual losses as a prerequisite to initiation of a criminal investigation for misappropriation of a trade secret.

2. China shall:

- (a) as an interim step, clarify that “great loss” as a threshold for criminal enforcement under the trade secret provision in the relevant law can be fully shown by remedial costs, such as those incurred to mitigate damage to business operations or planning



or to re-secure computer or other systems, and substantially lower all the thresholds for initiating criminal enforcement; and

- (b) as a subsequent step, eliminate in all applicable measures any requirement that the holder of a trade secret establish actual losses as a prerequisite to initiation of a criminal investigation for misappropriation of a trade secret.

#### **Article 1.8: Criminal Procedures and Penalties**

1. The Parties shall provide for the application of criminal procedures and penalties to address willful trade secret misappropriation.
2. China's criminal procedures and penalties shall at least encompass cases of trade secret misappropriation through theft, fraud, physical or electronic intrusion for an unlawful purpose, and the unauthorized or improper use of a computer system in the scope of prohibited acts.
3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Article 1.9: Protecting Trade Secrets and Confidential Business Information from Unauthorized Disclosure by Government Authorities**

1. To further strengthen the protection of trade secrets, as well as better encourage various enterprises to innovate, China shall prohibit the unauthorized disclosure of undisclosed information, trade secrets, or confidential business information by government personnel or third party experts or advisors in any criminal, civil, administrative, or regulatory proceedings conducted at either the central or sub-central levels of government in which such information is submitted.
2. China shall require administrative agencies and other authorities at all levels to:
  - (a) limit requests for information to no more than necessary for the legitimate exercise of investigative or regulatory authority;
  - (b) limit access to submitted information to only government personnel necessary for the exercise of legitimate investigative or regulatory functions;
  - (c) ensure the security and protection of submitted information;
  - (d) ensure that no third party experts or advisors who compete with the submitter of the information or have any actual or likely financial interest in the result of the investigative or regulatory process have access to such information;

- (e) establish a process for persons seeking an exemption from disclosure and a mechanism for challenging disclosures to third parties; and
  - (f) provide criminal, civil, and administrative penalties, including monetary fines, the suspension or termination of employment, and, as part of the final measures amending the relevant laws, imprisonment, for the unauthorized disclosure of a trade secret or confidential business information that shall deter such unauthorized disclosure.
3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

### **Section C: Pharmaceutical-Related Intellectual Property**

Pharmaceuticals are a matter concerning people's life and health, and there continues to be a need for finding new treatments and cures, such as for cancer, diabetes, hypertension, and stroke, among others. To promote innovation and cooperation in the pharmaceutical sector and to better meet the needs of patients, the Parties shall provide for effective protection and enforcement of pharmaceutical-related intellectual property rights, including patents and undisclosed test or other data submitted as a condition of marketing approval.

#### **Article 1.10: Consideration of Supplemental Data**

1. China shall permit pharmaceutical patent applicants to rely on supplemental data to satisfy relevant requirements for patentability, including sufficiency of disclosure and inventive step, during patent examination proceedings, patent review proceedings, and judicial proceedings.
2. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Article 1.11: Effective Mechanism for Early Resolution of Patent Disputes**

1. If China permits, as a condition of approving the marketing of a pharmaceutical product, including a biologic, persons, other than the person originally submitting the safety and efficacy information, to rely on evidence or information concerning the safety and efficacy of a product that was previously approved, such as evidence of prior marketing approval by China or in another territory, China shall provide:
- (a) a system to provide notice to a patent holder, licensee, or holder of marketing approval, that such other person is seeking to market that product during the term of an applicable patent claiming the approved product or its approved method of use;

- (b) adequate time and opportunity for such a patent holder to seek, prior to the marketing of an allegedly infringing product, available remedies in subparagraph (c); and
- (c) procedures for judicial or administrative proceedings and expeditious remedies, such as preliminary injunctions or equivalent effective provisional measures, for the timely resolution of disputes concerning the validity or infringement of an applicable patent claiming an approved pharmaceutical product or its approved method of use.

2. China shall establish a nationwide system for pharmaceutical products consistent with paragraph 1, including by providing a cause of action to allow the patent holder, licensee, or holder of marketing approval to seek, prior to the marketing approval of an allegedly infringing product, civil judicial proceedings and expeditious remedies for the resolution of disputes concerning the validity or infringement of an applicable patent. China may also provide for administrative proceedings for the resolution of such disputes.

3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

## **Section D: Patents**

### **Article 1.12: Effective Patent Term Extension**

1. The Parties shall provide patent term extensions to compensate for unreasonable delays that occur in granting the patent or during pharmaceutical product marketing approvals.

2. China shall provide that:

- (a) China, at the request of the patent owner, shall extend the term of a patent to compensate for unreasonable delays, not attributable to the applicant, that occur in granting the patent. For purposes of this provision, an unreasonable delay shall at least include a delay in the issuance of the patent of more than four years from the date of filing of the application in China, or three years after a request for examination of the application, whichever is later.
- (b) With respect to patents covering a new pharmaceutical product that is approved for marketing in China and methods of making or using a new pharmaceutical product that is approved for marketing in China, China, at the request of the patent owner, shall make available an adjustment of the patent term or the term of the patent rights of a patent covering a new product, its approved method of use, or a method of making the product to compensate the patent owner for unreasonable curtailment of the effective patent term as a result of the marketing approval process related to the first commercial use of that product in China. Any such

adjustment shall confer all of the exclusive rights, subject to the same limitations and exceptions, of the patent claims of the product, its method of use, or its method of manufacture in the originally issued patent as applicable to the approved product and the approved method of use of the product. China may limit such adjustments to no more than five years and may limit the resulting effective patent term to no more than 14 years from the date of marketing approval in China.

3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

### **Section E: Piracy and Counterfeiting on E-Commerce Platforms**

In order to promote the development of e-commerce, China and the United States shall strengthen cooperation and jointly and individually combat infringement and counterfeiting in the e-commerce market. The Parties shall reduce piracy and counterfeiting, including by reducing barriers, if any, to making legitimate content available in a timely manner to consumers and eligible for copyright protection, and providing effective enforcement against e-commerce platforms.

#### **Article 1.13: Combating Online Infringement**

1. China shall provide enforcement procedures that permit effective and expeditious action by right holders against infringement that occurs in the online environment, including an effective notice and takedown system to address infringement.
2. China shall:
  - (a) require expeditious takedowns;
  - (b) eliminate liability for erroneous takedown notices submitted in good faith;
  - (c) extend to 20 working days the deadline for right holders to file a judicial or administrative complaint after receipt of a counter-notification; and
  - (d) ensure validity of takedown notices and counter-notifications, by requiring relevant information for notices and counter-notifications and penalizing notices and counter-notifications submitted in bad faith.
3. The United States affirms that existing U.S. enforcement procedures permit action by right holders for infringement that occurs in the online environment.
4. The Parties agree to further cooperate, as appropriate, to combat infringement.

#### **Article 1.14: Infringement on Major E-Commerce Platforms**

1. The Parties shall combat the prevalence of counterfeit or pirated goods on e-commerce platforms by taking effective action with respect to major e-commerce platforms that fail to take necessary measures against the infringement of intellectual property rights.
2. China shall provide that e-commerce platforms may have their operating licenses revoked for repeated failures to curb the sale of counterfeit or pirated goods.
3. The United States affirms that it is studying additional means to combat the sale of counterfeit or pirated goods.

#### **Section F: Geographical Indications**

The Parties shall ensure full transparency and procedural fairness with respect to the protection of geographical indications, including safeguards for generic<sup>2</sup> terms (also known as common names), respect for prior trademark rights, and clear procedures to allow for opposition and cancellation, as well as fair market access for exports of a Party relying on trademarks or the use of generic terms.

#### **Article 1.15: Geographical Indications and International Agreements**

1. China shall ensure that any measures taken in connection with pending or future requests from any other trading partner for recognition or protection of a geographical indication pursuant to an international agreement do not undermine market access for U.S. exports to China of goods and services using trademarks and generic terms.
2. China shall give its trading partners, including the United States, necessary opportunities to raise disagreement about enumerated geographical indications in lists, annexes, appendices, or side letters, in any such agreement with another trading partner.
3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Article 1.16: General Market Access-related GI Concerns**

1. China shall ensure that:
  - (a) competent authorities, when determining whether a term is generic in China, take into account how consumers understand the term in China, including as indicated by the following:

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<sup>2</sup> The term “generic” may be deemed by a Party to be synonymous with “a term customary in the common language as the common name for the associated good.”

- (i) competent sources such as dictionaries, newspapers, and relevant websites;
  - (ii) how the good referenced by the term is marketed and used in trade in China;
  - (iii) whether the term is used, as appropriate, in relevant standards to refer to a type or class of goods in China, such as pursuant to a standard promulgated by the Codex Alimentarius; and
  - (iv) whether the good in question is imported into China, in significant quantities, from a place other than the territory identified in the application or petition, and in a way that will not mislead the public about its place of origin, and whether those imported goods are named by the term, and
- (b) any geographical indication, whether granted or recognized pursuant to an international agreement or otherwise, may become generic over time, and may be subject to cancellation on that basis.

2. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Article 1.17: Multi-Component Terms**

1. Each Party shall ensure that an individual component of a multi-component term that is protected as a geographical indication in the territory of a Party shall not be protected in that Party if that individual component is generic.

2. When China provides geographical indication protection to a multi-component term, it shall publicly identify which individual components, if any, are not protected.

3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Section G: Manufacture and Export of Pirated and Counterfeit Goods**

Pirated and counterfeit goods severely undermine the interests of the general public and harm right holders in both China and the United States. The Parties shall take sustained and effective action to stop the manufacture and to block the distribution of pirated and counterfeit products, including those with a significant impact on public health or personal safety.

### **Article 1.18: Counterfeit Medicines**

1. The Parties shall take effective and expeditious enforcement action against counterfeit pharmaceutical and related products containing active pharmaceutical ingredients, bulk chemicals, or biological substances.
2. Measures China shall take include:
  - (a) taking effective and expeditious enforcement action against the related products of counterfeit medicines and biologics, including active pharmaceutical ingredients, bulk chemicals, and biological substances;
  - (b) sharing with the United States the registration information of pharmaceutical raw material sites that have been inspected by Chinese regulatory authorities and that comply with the requirements of Chinese laws and regulations, as well as any necessary information of relevant enforcement inspections; and
  - (c) publishing online annually, beginning within six months after the date of entry into force of this Agreement, the data on enforcement measures, including seizures, revocations of business licenses, fines, and other actions taken by the National Medical Products Administration, Ministry of Industry and Information Technology, or any successor entity.
3. The United States affirms that existing U.S. measures afford effective and expeditious action against counterfeit pharmaceutical and related products.

### **Article 1.19: Counterfeit Goods with Health and Safety Risks**

1. The Parties shall ensure sustained and effective action to stop the manufacture and distribution of counterfeit products with a significant impact on public health or personal safety.
2. Measures China shall take include significantly increasing the number of enforcement actions within three months after the date of entry into force of this Agreement, and publishing data online on the measurable impact of these actions each quarter, beginning within four months after the date of entry into force of this Agreement.
3. The Parties shall endeavor, as appropriate, to strengthen cooperation to combat counterfeit goods that pose health and safety risks.

## **Article 1.20: Destruction of Counterfeit Goods**

1. With respect to border measures, the Parties shall provide that:
  - (a) goods that have been suspended from release by its customs authorities on grounds that they are counterfeit or pirated, and that have been seized and forfeited as pirated or counterfeit, shall be destroyed, except in exceptional circumstances;
  - (b) the simple removal of a counterfeit trademark unlawfully affixed shall not be sufficient to permit the release of the goods into the channels of commerce; and
  - (c) in no event shall the competent authorities have discretion, except in exceptional circumstances, to permit the exportation of counterfeit or pirated goods or to subject such goods to other customs procedures.
  
2. With respect to civil judicial procedures, the Parties shall provide that:
  - (a) at the right holder's request, goods that have been found to be pirated or counterfeit shall be destroyed, except in exceptional circumstances;
  - (b) at the right holder's request, its judicial authorities shall order that materials and implements that have been predominantly used in the manufacture or creation of such pirated or counterfeit goods be, without compensation of any sort, promptly destroyed or, in exceptional circumstances and without compensation of any sort, disposed of outside the channels of commerce in such a manner as to minimize the risks of further infringements;
  - (c) the simple removal of a counterfeit trademark unlawfully affixed shall not be sufficient to permit the release of goods into the channels of commerce; and
  - (d) at the right holder's request, its judicial authorities shall order a counterfeiter to pay right holders the profits from infringement or damages adequate to compensate for the injury from the infringement.
  
3. With respect to criminal procedures, the Parties shall provide that:
  - (a) its judicial authorities, except in exceptional cases, shall order the forfeiture and destruction of all counterfeit or pirated goods and any articles consisting of a counterfeit mark to be affixed to goods;
  - (b) its judicial authorities, except in exceptional cases, shall order the forfeiture and destruction of materials and implements that have been predominantly used in the creation of pirated or counterfeit goods;
  - (c) forfeiture and destruction shall occur without compensation of any kind to the defendant; and



- (d) its judicial or other competent authorities shall keep an inventory of goods and other material proposed to be destroyed, and these authorities shall have the discretion to temporarily exempt these materials from the destruction order to facilitate the preservation of evidence on notice by the right holder that it wishes to bring a civil or administrative case against the defendant or any third-party infringer.

4. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

#### **Article 1.21: Border Enforcement Actions**

1. The Parties shall endeavor to strengthen enforcement cooperation with a view to reducing the amount of counterfeit and pirated goods, including those that are exported or in transit.
2. China shall provide a sustained increase in the number of trained personnel to inspect, detain, seize, effect administrative forfeiture, and otherwise execute customs' enforcement authority against counterfeit and pirated goods, with an emphasis on counterfeit and pirated goods that are exported or in transit. Measures China shall take include significantly increasing training of relevant customs enforcement personnel within nine months after the date of entry into force of this Agreement. China also shall significantly increase the number of enforcement actions beginning within three months after the date of entry into force of this Agreement, and publishing online quarterly updates of enforcement actions.
3. The Parties agree to carry out cooperation with respect to border enforcement as appropriate.

#### **Article 1.22: Enforcement at Physical Markets**

1. The Parties shall take sustained and effective action against copyright and trademark infringement at physical markets.
2. Measures China shall take include significantly increasing the number of enforcement actions beginning within four months after the date of entry into force of this Agreement, and publishing online quarterly updates of enforcement actions at physical markets.
3. The United States affirms that existing U.S. measures afford effective enforcement against copyright and trademark infringement at physical markets.

### **Article 1.23: Unlicensed Software**

1. The Parties shall ensure that all government agencies and all entities that the government owns or controls install and use only licensed software.
2. Measures China shall take include requiring annual audits by qualified third parties of China with no government ownership or affiliation and the publication online of the audit results, beginning within seven months after the date of entry into force of this Agreement.
3. The United States affirms that existing U.S. measures require government agencies and contractors to install and use only licensed software.

## **Section H: Bad-Faith Trademarks**

### **Article 1.24:**

With a view to strengthening trademark protection, the Parties shall ensure adequate and effective protection and enforcement of trademark rights, particularly against bad faith trademark registrations.

### **Article 1.25:**

The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Section.

## **Section I: Judicial Enforcement and Procedure in Intellectual Property Cases**

### **Article 1.26: Transfer from Administrative Enforcement to Criminal Enforcement**

1. China shall require the administrative authorities to transfer a case for criminal enforcement, if, under an objective standard, there is “reasonable suspicion” based on articulable facts that a criminal violation of an intellectual property right has occurred.
2. The United States affirms that U.S. authorities have the authority to refer appropriate cases for criminal enforcement.

### **Article 1.27: Deterrent-Level Penalties**

1. The Parties shall provide civil remedies and criminal penalties sufficient to deter future intellectual property theft or infringements.

2. China shall:
  - (a) as an interim step, deter future intellectual property theft or infringements and strengthen the application of existing remedies and penalties by imposing a heavier punishment at or near the statutory maximum permitted under its laws related to intellectual property to deter intellectual property theft or infringements; and
  - (b) as a subsequent step, increase the range of minimum and maximum pre-established damages, sentences of imprisonment, and monetary fines to deter future intellectual property theft or infringements.
3. The United States shall endeavor, as appropriate, to strengthen communication and cooperation with China under the bilateral Intellectual Property Criminal Enforcement Working Group and to consider opportunities for more experience-sharing and pragmatic cooperation regarding criminal enforcement of intellectual property rights.

#### **Article 1.28: Enforcement of Judgments**

1. The Parties shall ensure expeditious enforcement of any fine, penalty, payment of monetary damages, injunction, or other remedy for a violation of an intellectual property right ordered in a final judgment by its own court.
2. Measures China shall take include executing work guidelines and implementation plans to ensure expeditious enforcement of judgments, publishing its work guidelines and implementation plans within one month after the date of entry into force of this Agreement, as well as publishing online quarterly reports of implementation results.
3. The United States affirms that existing U.S. measures afford expeditious enforcement of judgments, including those pertaining to violations of intellectual property rights.

#### **Article 1.29: Enforcement of Copyright and Related Rights**

1. In civil, administrative, and criminal proceedings involving copyright or related rights, the Parties shall:
  - (a) provide for a legal presumption that, in the absence of proof to the contrary, the person whose name is indicated as the author, producer, performer, or publisher of the work, performance, or phonogram in the usual manner is the designated right holder in such work, performance, or phonogram and that the copyright or related right subsists in such subject matter;
  - (b) when the presumption in subparagraph (a) holds, waive requirements to present copyright or related rights transfer agreements or other documentation in order to

establish ownership, licensing, or infringement of copyright or related rights, in the absence of rebuttal evidence presented by the accused infringer; and

- (c) provide that the accused infringer has the burden of production of evidence or burden of proof, as appropriate, to demonstrate that its use of a work protected by copyright or related rights is authorized, including in a case where the accused infringer claims to have obtained permission to use the work, such as through a license, from the right holder.

2. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

### **Article 1.30: Document Authentication (“Consularization”)**

1. In civil judicial procedures, the Parties shall not require formalities to authenticate evidence, including requiring a consular official’s seal or chop, that can be introduced or authenticated through stipulation, or witness testimony under penalty of perjury.

2. For evidence that cannot be introduced or authenticated through stipulation, or witness testimony under penalty of perjury, China shall streamline notarization and authentication procedures.

3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

### **Article 1.31: Witness Testimony**

1. In civil judicial proceedings, China shall afford a party a reasonable opportunity to present witnesses or experts in its case and cross-examine any witness testifying in the proceeding.

2. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.

## **Section J: Bilateral Cooperation on Intellectual Property Protection**

### **Article 1.32:**

Cooperation activities and initiatives undertaken in connection with the intellectual property chapter of this Agreement shall be subject to the availability of resources, and on request, and on terms and conditions mutually agreed upon between the Parties.

**Article 1.33:**

The Parties agree to strengthen bilateral cooperation on the protection of intellectual property rights and promote pragmatic cooperation in this area. China National Intellectual Property Administration and the United States Patent and Trademark Office will discuss biennial cooperation work plans in the area of intellectual property, including joint programs, industry outreach, information and expert exchanges, regular interaction through meetings and other communications, and public awareness.

**Section K: Implementation**

**Article 1.34:**

Each Party shall determine the appropriate method of implementing the provisions of this Agreement within its own system and practice. If necessary, each Party shall provide suggestions for the amendment of laws to its legislative body according to its domestic legislation procedure. Consistent with the Bilateral Evaluation and Dispute Resolution Chapter, each Party shall ensure that its obligations under this Agreement are fully implemented.

**Article 1.35:**

Within 30 working days after the date of entry into force of this Agreement, China will promulgate an Action Plan to strengthen intellectual property protection aimed at promoting its high-quality growth. This Action Plan shall include, but not be limited to, measures that China will take to implement its obligations under this Chapter and the date by which each measure will go into effect.

**Article 1.36:**

The United States affirms that its existing measures are consistent with its obligations in this Chapter.

## CHAPTER 2

### TECHNOLOGY TRANSFER

The Parties affirm the importance of ensuring that the transfer of technology occurs on voluntary, market-based terms and recognize that forced technology transfer is a significant concern. The Parties further recognize the importance of undertaking steps to address these issues, in light of the profound impact of technology and technological change on the world economy.

To enhance mutual trust and cooperation between the Parties with respect to technology issues, protect intellectual property, promote trade and investment, and establish a foundation for addressing long-standing structural concerns, the Parties have agreed as follows:

#### **Article 2.1: General Obligations**

1. Natural or legal persons (“persons”) of a Party shall have effective access to and be able to operate openly and freely in the jurisdiction of the other Party without any force or pressure from the other Party to transfer their technology to persons of the other Party.
2. Any transfer or licensing of technology between persons of a Party and those of the other Party must be based on market terms that are voluntary and reflect mutual agreement.
3. A Party shall not support or direct the outbound foreign direct investment activities of its persons aimed at acquiring foreign technology with respect to sectors and industries targeted by its industrial plans that create distortion.

#### **Article 2.2: Market Access**

Neither Party shall require or pressure persons of the other Party to transfer technology to its persons in relation to acquisitions, joint ventures, or other investment transactions.

#### **Article 2.3: Administrative and Licensing Requirements and Processes**

1. Neither Party shall adopt or maintain administrative and licensing requirements and processes that require or pressure technology transfer from persons of the other Party to its persons.
2. Neither Party shall require or pressure, formally or informally, persons of the other Party to transfer technology to its persons as a condition for, *inter alia*:

- (a) approving any administrative or licensing requirements;
- (b) operating in the jurisdiction of the Party or otherwise having access to the Party's market; or
- (c) receiving or continuing to receive any advantages conferred by the Party.

3. Neither Party shall require or pressure, formally or informally, persons of the other Party to use or favor technology that is owned by or licensed to its persons as a condition for, *inter alia*:

- (a) approving any administrative or licensing requirements;
- (b) operating in the jurisdiction of the Party, or otherwise having access to the Party's market; or
- (c) receiving or continuing to receive any advantages conferred by the Party.

4. The Parties shall make their administrative and licensing requirements and processes transparent.

5. The Parties shall not require or pressure foreign persons to disclose sensitive technical information not necessary to show conformity with the relevant administrative or regulatory requirements.

6. The Parties shall protect the confidentiality of any sensitive technical information disclosed by foreign persons during any administrative, regulatory, or other review processes.

#### **Article 2.4: Due Process and Transparency**

1. The Parties shall ensure that any enforcement of laws and regulations with respect to persons of the other Party is impartial, fair, transparent, and non-discriminatory.

2. The Parties shall ensure that rules of procedure for administrative proceedings related to the subject matter of this Agreement are published and provide meaningful notice regarding, at a minimum, the subject matter of the proceeding, applicable laws and regulations, rules of evidence, and relevant remedies and sanctions.

3. The Parties shall provide that persons of the other Party have the right to:

- (a) review evidence and have a meaningful opportunity to respond in any administrative proceedings against them; and
- (b) be represented by legal counsel in administrative proceedings.

## **Article 2.5: Scientific and Technological Cooperation**

The Parties agree to carry out scientific and technological cooperation where appropriate.





## CHAPTER 3

### TRADE IN FOOD AND AGRICULTURAL PRODUCTS<sup>1</sup>

#### Article 3.1: General

1. To enhance mutual trust and friendly cooperation between China and the United States on issues affecting agricultural trade, to establish a foundation for addressing long-standing concerns, and to make agriculture a strong pillar of the bilateral relationship, the Parties:
  - (a) recognizing the importance of their agriculture sectors, of ensuring safe and reliable supplies of food and agricultural products, and of helping to meet the demand of the two countries' peoples for food and agricultural products, intend to intensify cooperation in agriculture, to expand each Party's market for food and agricultural products, and to promote the growth of trade in food and agricultural products between the Parties;
  - (b) considering that science- and risk- based sanitary and phytosanitary (SPS) measures play a crucial role in the protection of human, animal, and plant life and health, while the use of SPS measures for purposes of protectionism negatively impacts the welfare of consumers and producers, and recognizing the importance of ensuring that SPS measures are science-based, non-discriminatory, and account for regional differences in sanitary and phytosanitary characteristics, agree that neither Party shall apply sanitary or phytosanitary measures in a manner which would constitute a disguised restriction on international trade;
  - (c) considering that the benefits of an agricultural trading system are reduced when importers and exporters are unfairly impeded from taking full advantage of agricultural market access opportunities, recognize that tariff-rate quota (TRQ) administration should not be employed as a means of preventing the full utilization of agricultural TRQs;
  - (d) noting the ability of agricultural biotechnology to improve lives by helping to feed growing populations, by reducing the environmental impact of agriculture, and by promoting more sustainable production, intend to maintain, for products of agricultural biotechnology, science- and risk-based regulatory frameworks and efficient authorization processes, in order to facilitate increased trade in such products; and

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<sup>1</sup> Article 8.5 (Final Provisions) shall not apply with respect to any proposed or final measure, including an amendment to an existing measure, intended to implement this Chapter, including its Annexes and Appendices.

- (e) acknowledge the importance of each Party adhering to its World Trade Organization (WTO) commitments with respect to the provision of domestic support.
2. Annexes 1-17 set out further commitments.

### **Annex 1. Agricultural Cooperation**

1. The Parties intend to strengthen and promote cooperative activities, to be mutually agreed upon by the Parties, in agricultural science and agricultural technology. Such activities may include mutually agreed information exchanges and cooperation. The Parties intend their cooperative activities to be based on, among other things, the principles of integrity, reciprocity, openness, transparency, science, and rule of law.
2. The Parties intend to conduct technical consultations with each other on areas of potential cooperation related to pesticides for agricultural use. These consultations may include discussions of the Parties' pesticide registration data and pesticide trial data, and discussions on the setting of maximum residue levels.
3. The Parties intend to continue implementing and improving the China-United States Scientific Cooperation and Exchange Program to promote further exchanges on agriculture-related issues between U.S. and Chinese scientific and technical experts. Each Party intends to ensure the participation, as appropriate, of relevant agencies or ministries of its government in activities of the program.
4. The Parties intend to encourage exchanges and dialogues on agricultural topics between, as appropriate, U.S. and Chinese national and sub-national government authorities, farmers, academics, businesses in the agriculture sector, and others. The Parties intend to continue implementation and improvement of existing mechanisms for bilateral communication on agricultural policy, such as the Joint Committee on Cooperation in Agriculture, and to facilitate communication on agricultural policy through participation of officials from both the U.S. and Chinese governments in relevant conferences on this topic, including the China Food Security and Food Safety Strategy Summit and the United States' and China's respective Agricultural Outlook conferences.
5. The Parties intend to promote communication between U.S. and Chinese technical experts on agricultural subjects of mutual interest, including, as appropriate, on production agriculture, crop insurance, trade in agricultural products, sanitary and phytosanitary matters, and rural development.
6. The Parties intend to cooperate in technical discussions, as appropriate, related to sustainable agricultural development.
7. The Parties intend to enhance, as appropriate, their information sharing on animal and plant pests and diseases, including through technical exchange visits. The Parties intend to

communicate, as appropriate, their experiences with enhancing capacity to control animal and plant pests and diseases, and through such communication to promote disease detection and the research and development of technologies for the detection and control of such diseases and pests.

8. The Parties intend to engage each other cooperatively on agriculture-related technical, and sanitary and phytosanitary, measures, including on the subject of risk communication. The Parties intend to engage each other cooperatively on these subjects including by increasing cooperation on them in international organizations, such as the WTO, Asia-Pacific Economic Cooperation, the United Nations Food and Agriculture Organization (FAO), and the Codex Alimentarius Commission (Codex).

9. The Parties intend to establish cooperation mechanisms, under the framework of the 2019 *Osaka Declaration on Digital Economy*, for the discussion of ways in which digital technologies can benefit the agriculture sector.

10. The Parties intend to include all relevant agencies of their governments in the governmental activities discussed in this Annex.

11. For greater certainty, nothing in this Annex shall obligate either Party to expend, obligate, or transfer any funds, or to dedicate personnel or other resources to any cooperative activity.

## **Annex 2. Dairy and Infant Formula**

1. As soon as practicable following the date of entry into force of this Agreement, the General Administration of Customs of the People's Republic of China (GACC) and the U.S. Food and Drug Administration (FDA) shall initiate bilateral technical discussions to review Import Alert 99-30 "Detention Without Physical Examination of All Milk Products, Milk Derived Ingredients and Finished Food Products Containing Milk from China due to the Presence of Melamine and/or Melamine Analogs" in order to clarify the steps necessary for the removal of Import Alert 99-30.

### ***Dairy Products***

2. Aiming to better meet Chinese consumers' ever-growing needs for dairy products, China shall:

- (a) upon entry into force of this Agreement, allow imports of U.S. dairy products that are:
  - (i) manufactured at a facility on a list compiled by the FDA; and
  - (ii) accompanied by an Agricultural Marketing Service (AMS) dairy sanitary certificate;

- (b) within 10 days of the date of entry into force of this Agreement, recognize the U.S. dairy-safety system as providing at least the same level of protection as China's dairy-safety system;
- (c) each time the United States provides China with an updated and complete list of dairy facilities and products under the jurisdiction of the FDA, within 20 working days of receipt of the list:
  - (i) register the facilities and publish the list of facilities and products on the GACC website; and
  - (ii) allow U.S. dairy imports into China from those facilities;
- (d) allow imports of U.S. dairy products of bovine, ovine, and caprine origins when accompanied by an AMS dairy sanitary certificate;
- (e) with respect to extended shelf life (ESL) milk:
  - (i) allow ESL milk produced in the United States to be imported and sold as pasteurized milk in China;
  - (ii) notify the draft standard to the WTO should China undertake development of a new standard for ESL milk;
  - (iii) ensure that the new standard and all implementing actions are consistent with China's WTO obligations; and
  - (iv) allow imports of U.S. ESL milk consistent with Paragraph 2(a), (c), and (d);
- (f) with respect to fortified milk:
  - (i) allow fortified milk produced in the United States to be imported into China subject to China's National Food Safety Standard - Modified Milk (GB25191), consistent with Paragraph 2(a), (c), and (d);
  - (ii) allow such product to be labeled and sold to consumers as "pasteurized-modified milk" provided the product is pasteurized;
  - (iii) notify the draft standard to the WTO should China undertake development of a new standard for fortified milk; and
  - (iv) ensure that the new standard and all implementing actions are consistent with China's WTO obligations;
- (g) with respect to U.S. ultrafiltered fluid milk:

- (i) allow U.S. ultrafiltered fluid milk to be imported into China referring to China’s National Food Safety Standard - Modified Milk (GB25191), consistent with Paragraph 2(a), (c), and (d) and such products should be labeled with “ultrafiltration technology”;
  - (ii) allow such products to be labeled as “pasteurized-modified milk” provided the product is pasteurized;
  - (iii) notify the draft standard to the WTO once China develops a draft of a new standard for ultrafiltered milk; and
  - (iv) ensure that the new standard and all implementing actions are consistent with China’s WTO obligations; and
- (h) with respect to U.S. dairy permeate powder:
- (i) within 60 working days of the date of entry into force of this Agreement:
    - a. complete the approval process for U.S. dairy permeate powder for human consumption consistent with the requirements of the *Notice of the General Office of the National Health and Family Planning Commission for Regulating the Review of Imported Foods for Which There Is No Chinese National Food Safety Standards (GuoWeiBanShiPinFa [2017] No.14)*; and
    - b. allow the importation of U.S. dairy permeate powder;
  - (ii) notify the draft standard to the WTO should China undertake development of a new standard for dairy permeate powder; and
  - (iii) ensure that the new standard and all implementing actions are consistent with China’s WTO obligations.

***Infant Formula***

3. Aiming to better meet Chinese consumers’ ever-growing needs for infant formula products, China shall:

- (a) take into full consideration section 412 of the U.S. Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 350a) and its implementing regulations when China reviews applications for, and decides on, the registration of U.S. infant formula products;

- (b) accept, complete review of, and issue a decision on product registration applications regardless of whether the submitting entity is associated with an already-registered facility;
- (c) complete technical reviews of infant formula product registration applications and do so ordinarily within 45 working days from receipt of the application;
- (d) normally complete within 40 working days of completing the technical review, provided the U.S. manufacturer provides timely access if needed, any audit, inspection, sampling, or testing that is required in order to register an infant formula product;
- (e) taking into consideration the FDA's previous product reviews, inspections, and determinations of the regulatory standing of the facility or facilities where the product is manufactured, complete the product registration within 20 working days following completion of the technical review or of any required audit, inspection, sampling, or testing;
- (f) ensure non-disclosure of all trade secrets provided in the infant formula product registration process;
- (g) each time the United States provides China with an updated and complete list of infant formula facilities under the jurisdiction of the FDA, within 20 working days of receipt of the list, register the facilities, publish the list on the GACC website, and allow U.S. infant formula imports into China from those facilities, provided the infant formula product is registered with the State Administration of Market Regulation;
- (h) not require renewal of registration of:
  - (i) infant formula facilities more frequently than once every four years; and
  - (ii) infant formula products more frequently than once every five years;
- (i) take into account previous Chinese audit reports, U.S. regulatory information, and any other relevant information, including information provided by the manufacturer, when determining whether a facility inspection is required for product registration or re-registration; and
- (j) within one week of the date of entry into force of this Agreement, register those U.S. infant formula facilities whose products have been approved in China and that have facility registration applications pending review by the GACC by publishing the complete list of facilities on the GACC website.

### ***Audits and Inspections for Dairy Products and Infant Formula***

4. China shall:
  - (a) at least 20 working days in advance of any inspection or audit at a U.S. dairy or infant formula facility, notify the FDA, the U.S. Department of Agriculture (USDA), and the facility;
  - (b) to streamline procedures, improve efficiency, and advance trade facilitation, not require an on-site audit or inspection as a pre-requisite to registering a dairy or infant formula facility; and
  - (c) ensure that any audit or inspection it conducts for an infant formula product registration or for the registration of a dairy or infant formula facility is for verification of either the U.S. system of oversight or of the ability of the facility to meet the applicable requirements.
  
5. China continues to have the right to audit the U.S. dairy and infant formula food safety regulatory system, including a representative sample of U.S. dairy and infant formula facilities, in coordination with the FDA. Such auditing shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. dairy and infant formula products at the port of entry. If China determines, based on scientific inspection, that a particular shipment of U.S. dairy or infant formula products is in violation of applicable food safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant, sustained or recurring pattern of non-conformity with an applicable food safety measure by a particular facility, China may refuse to accept shipments from that facility until the problem is resolved. China shall notify the FDA of such non-conformity. The Parties shall exchange information on their dairy and infant formula food safety regulatory systems and other public-health matters.

### **Annex 3. Poultry**

1. The Parties shall sign and implement the *Protocol on Cooperation on Notification and Control Procedures for Certain Significant Poultry Diseases* within 30 days of the date of entry into force of this Agreement.
  
2. For those U.S. poultry and poultry products imported into China prior to January 1, 2015, China shall, within 30 days of the date of entry into force of this Agreement, issue, based on its previously-conducted assessment of the U.S. regulatory system, a final decision on whether to permit the importation of the product. China shall permit their importation consistently with existing bilaterally-agreed import protocols.
  
3. China shall maintain measures consistent with the 2018 World Organization for Animal Health (OIE) Terrestrial Animal Health Code Chapter 10.4, or any successor provisions.



4. Within 30 days following receipt from China of a formal request for an evaluation of a region of China for avian disease free recognition and a completed information package to support such a request that addresses the eight factors outlined in 9 CFR Part 92, or any successor provisions, the USDA's Animal and Plant Health Inspection Service (APHIS) shall initiate such an evaluation.

#### **Annex 4. Beef**

1. The Parties shall continue implementing the 2017 Protocol for the importation of U.S. beef and beef products into China; however, this Agreement shall prevail over any requirements in the Protocol that are inconsistent with this Agreement. The two Parties may revise the Protocol according to this Agreement if appropriate.

2. China acknowledges that the United States has submitted all relevant and necessary information as requested by China to enable completion of a risk assessment related to the importation of all U.S. beef, beef products, and pet food containing ruminant ingredients. China shall, within one month of the date of entry into force of this Agreement, eliminate the cattle age requirements for the importation of U.S. beef and beef products.

3. China recognizes the U.S. beef and beef products traceability system. The U.S. Government, in accordance with U.S. regulations, continuously maintains measures, including for traceability, that meet or exceed OIE guidelines for maintaining negligible risk status for the bovine disease addressed in Chapter 11.4 of the 2018 OIE Terrestrial Animal Health Code. Provided the United States maintains its OIE negligible risk classification for that disease, China shall not impose new import restrictions or requirements related to that disease on imports of U.S. beef. Should the United States' negligible risk status change, China shall administer the regulations for imports of U.S. beef in accordance with the 2018 OIE Terrestrial Animal Health Code, Chapter 11.4, Article 11.4.11 or any successor provisions.

4. Aiming to better meet Chinese consumers' ever-growing needs for meat, within one month of the date of entry into force of this Agreement, China shall permit the importation into China of those beef and beef products, except for those listed in Appendix I (Beef, Pork, and Poultry Products Considered Not Eligible for Import into China), inspected by the USDA's Food Safety and Inspection Service (FSIS) in an FSIS-approved facility.

5. Within one month of the date of entry into force of this Agreement, China shall adopt maximum residue limits (MRLs) for zeranol, trenbolone acetate, and melangesterol acetate for imported beef. For beef tissues for which Codex has established MRLs for these hormones, China shall adopt the Codex MRLs. For beef tissues for which Codex has not established MRLs for these hormones, China shall adopt its MRLs by following Codex standards and guidelines and referring to MRLs established by other countries that have performed science-based risk assessments.

## **Annex 5. Live Breeding Cattle**

1. Based on the request and information provided by the United States on February 13, 2019, and on March 6, 2019, the Parties shall, within one month of the date of entry into force of this Agreement, commence technical discussions on the preparation of a U.S. export health certificate and a protocol for the importation into China of U.S. breeding cattle, with a view to realizing trade as soon as possible.

## **Annex 6. Pork**

1. The Parties intend to promote cooperative activities within the Global African Swine Fever Research Alliance (GARA) to share publicly-available scientific knowledge and information to contribute to the progressive control and eradication of African swine fever (ASF).

2. Aiming to better meet Chinese consumers' ever growing needs for meat, within 10 working days of the date of entry into force of this Agreement China shall permit the importation into China of those pork and pork products inspected by the FSIS in an FSIS-approved facility.

## **Annex 7. Meat, Poultry and Processed Meat**

1. Upon entry into force of this Agreement, China shall recognize FSIS oversight of U.S. meat, poultry meat, and processed meat and poultry meat facilities for purposes of allowing imports of U.S. meat, poultry meat, and processed meat and poultry meat.

2. Upon entry into force of this Agreement, China shall accept meat, poultry meat, and processed meat and poultry meat, except for those products listed in Appendix I (Beef, Pork, and Poultry Products Considered Not Eligible for Import into China), inspected by the FSIS in an FSIS-approved facility and accompanied by a FSIS Export Certificate of Wholesomeness (FSIS 9060-5/FSIS 9295-1).

3. Each time the United States provides China with an updated and complete list of FSIS-approved facilities, China shall, within 20 working days of receipt, publish the list on the GACC website and allow the importation into China of products from all facilities on the list.

4. China continues to have the right to audit the U.S. meat and poultry food safety regulatory system, including a representative sample of U.S. meat and poultry facilities, in coordination with the FSIS. Such auditing shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. meat and poultry products at the port of entry. If China determines, based on scientific inspection, that a particular shipment of U.S. meat or poultry products is in violation of applicable food safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant, sustained or recurring pattern of non-conformity with an applicable food safety measure by a particular facility, China may refuse to accept shipments from that facility until the

problem is resolved. China shall notify the FSIS of such non-conformity. The Parties shall exchange information on their meat and poultry food safety regulatory systems and other public-health matters.

5. In consultation with U.S. experts, China shall conduct a risk assessment for ractopamine in cattle and swine as soon as possible without undue delay, and in a manner consistent both with Codex and FAO/World Health Organization (WHO) Joint Expert Committee on Food Additives (JECFA) risk assessment guidance and with the risk assessment for ractopamine previously conducted by the FAO/WHO JECFA. The risk assessment shall be based on verifiable data and the approved conditions of ractopamine use in the United States. China and the United States shall establish a joint working group to discuss the steps to be taken based on the results of the risk assessment.

## **Annex 8. Electronic Meat and Poultry Information System**

1. Aiming to streamline trade and deepen cooperation between the United States and China with respect to certification, the GACC shall work with the USDA to finalize the technical requirements for, and to implement, an electronic and automated system for China to access FSIS export certificates accompanying U.S. exports to China of meat, poultry, and meat and poultry products.

2. Provided the United States has implemented the system, and demonstrates the reliability and safety of the system, China shall also implement the system by February 2020. China shall accept via the system all information, including FSIS certificates, necessary to allow shipments of U.S. meat, poultry, and meat and poultry products into China and shall provide relevant certificate information in a timely manner to the Chinese port customs officials.

3. The USDA has a directive permitting replacement certificates in certain instances when appropriate. The GACC shall accept replacement certificates, provided that the FSIS ensures that replacement certificates are clearly identifiable. China shall accept replacement certificates issued by the USDA for situations that include the following:

- (a) the original certificate did not contain required information;
- (b) the original certificate contained typographical errors;
- (c) the importer, exporter, consignee, or consignor changed, but is within the same country that appears on the original certificate;
- (d) the certificate is lost or damaged; or
- (e) the port of entry changed.

## **Annex 9. Aquatic Products**

1. As soon as practicable following the entry into force of this Agreement, the GACC and the FDA shall resume bilateral meetings of the U.S.-China Technical Working Group on Seafood. The Technical Working Group shall identify steps China can take to provide evidence for FDA to assess whether China has controls that would ensure that Chinese aquatic products exported to the United States meet U.S. requirements. The United States confirms that if a Chinese aquatic product producer or exporter submits sufficient evidence to the FDA and the FDA determines that the firm and product should be excluded from Import Alert 16-131, the Chinese aquatic product producer or exporter shall be added to the Green List for Import Alert 16-131.

2. Aiming to better meet Chinese consumers' ever-growing needs for aquatic products, as soon as practicable following the entry into force of this Agreement, the GACC and the U.S. National Oceanic and Atmospheric Administration (NOAA) shall meet to discuss the process for approving the importation into China of the aquatic species that are sold in U.S. interstate commerce but that are not authorized for sale in China. If the NOAA submits sufficient evidence to the GACC concerning one of these aquatic species, the GACC shall determine whether the species is safe to consume and will be allowed to be imported into China.

3. Within 20 working days of the date of entry into force of this Agreement, China shall allow imports into China from those:

- (a) aquatic products facilities considered to be in good regulatory standing by the FDA and also registered by the GACC, when the shipment is accompanied by the bilaterally-agreed certificate issued by the NOAA; and
- (b) fish meal processing facilities considered to be in good regulatory standing by the NOAA and also registered by the GACC, when the shipment is accompanied by the bilaterally-agreed certificate issued by the NOAA.

4. China shall:

- (a) each time the United States provides China with an updated and complete list of aquatic products facilities under the jurisdiction of the FDA, within 20 working days of receipt of the list, register the facilities, publish the list of the facilities on the GACC website, and allow U.S. aquatic product imports into China from those facilities; and
- (b) each time the United States provides China with an updated and complete list of fish meal processing facilities under the jurisdiction of the NOAA, within 20 working days of receipt of the list, register the facilities, publish the list of the facilities on the GACC website, and allow U.S. fish meal imports into China from those facilities.

5. China continues to have the right to audit the U.S. aquatic products food safety regulatory system, including a representative sample of U.S. aquatic product facilities, in coordination with the FDA. Such auditing shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. aquatic products at the port of entry. If China determines that a particular shipment of U.S. aquatic products is in violation of applicable food safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant, sustained or recurring pattern of non-conformity with an applicable food safety measure by a particular facility, China may refuse to accept shipments from that facility until the problem is resolved. China shall notify the FDA of such non-conformity. The Parties shall exchange information on their aquatic products food safety regulatory systems and other public-health matters concerning aquatic products.

#### **Annex 10. Rice**

1. Each time the United States provides China with a list of rice facilities approved by the APHIS as compliant with the *Phytosanitary Protocol on the Import of Rice from the United States to China*, within 20 working days of receipt of the list, China shall register the facilities, publish the list of facilities, and allow the importation of U.S. rice from each of the APHIS-approved rice facilities. China continues to have the right to conduct on-site phytosanitary audits of registered rice facilities.

#### **Annex 11. Plant Health**

1. Within one month of the date of entry into force of this Agreement, the Parties shall start technical consultations in order to sign, as soon as possible, a phytosanitary protocol on Chinese Bonsai in growing mediums for export to the United States excluding orchids, with a view to realizing trade as soon as possible.

2. Within 45 days of the date of entry into force of this Agreement, USDA/APHIS shall complete its regulatory notice process for imports of Chinese fragrant pear.

3. Within two months of the date of entry into force of this Agreement, USDA/APHIS shall complete its regulatory notice process for imports of Chinese citrus.

4. Within one month of the date of entry into force of this Agreement, USDA/APHIS shall complete its regulatory notice process for imports of Chinese Jujube.

5. Within seven working days of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of U.S. fresh potatoes for processing into China.

6. Within one month of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of California nectarines into China.

7. Within three months of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of U.S. blueberries into China.
8. Within three months of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of California Hass avocados into China.
9. Within three months of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of U.S. barley into China. The GACC, in coordination with USDA/APHIS, may conduct an on-site visit of U.S. barley production.
10. Within one month of the date of entry into force of this Agreement, the GACC shall meet with USDA/APHIS and conduct an on-site visit of U.S. production of U.S. alfalfa hay pellets and cubes, U.S. almond meal pellets and cubes, and U.S. timothy hay. Within three months of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow importation into China of these products.
11. The Parties confirm they shall not require a phytosanitary certificate for the importation from the other Party of frozen fruits and vegetables.
12. The Parties shall continue technical consultations concerning facilitation of trade in grain and oilseed products.

**Annex 12. Feed Additives, Premixes, Compound Feed, Distillers' Dried Grains, and Distillers' Dried Grains with Solubles**

1. To streamline procedures, improve efficiencies, and advance trade facilitation, and to better meet demand for feed to promote the development of animal husbandry, China shall:
  - (a) not require an on-site audit or inspection as a condition for registering facilities or for approving the importation into China of feed additives, premixes, compound feed products, Distillers' Dried Grains (DDG), and Distillers' Dried Grains with Solubles (DDGS);
  - (b) not require an export protocol as a condition for permitting the importation into China of feed additives, premixes, compound feed products, DDG, and DDGS; and
  - (c) ensure that its requirements for imports of feed additives, premixes, compound feed products, DDG, and DDGS from the United States are consistent with international standards and guidelines.

2. Each time that the United States provides China with an updated and complete list of U.S. feed additive, premix, compound feed product, DDG, and DDGS facilities, China shall, within 20 working days of receiving the information, register the facilities, publish the list on the GACC website, and allow imports of feed additives, premixes, compound feed products, DDG, and DDGS from U.S. facilities appearing on the list on the GACC website.

3. China shall:

- (a) (i) within three months of receiving an application from a U.S. DDG or DDGS manufacturer for the approval of the importation into China of one of its products, complete the review of that application; and
- (ii) within 20 working days of completing the review of that application, issue a license allowing importation of the product into China; and
- (b) within 20 working days of receiving an application from a U.S. DDG or DDGS manufacturer that holds or has held a license permitting importation into China of one of its products, but whose license:
  - (i) expired on or after January 1, 2017, or
  - (ii) is scheduled to expire after that date,issue a license to that manufacturer allowing imports of the product into China.

4. China shall:

- (a) within nine months of receiving an application for the approval of the importation into China of a new feed additive, premix, or compound feed product, complete its review of that application and add the product onto China's List of Feed and Feed Additives;
- (b) within three months of receiving a new application for the approval of the importation into China of a feed additive, premix, or compound feed product, complete its review of that application and issue a license allowing importation of the product; and
- (c) within 20 working days of receiving an application for renewal for a feed additive, premix, or compound feed product license, issue a renewed license allowing importation of the product.

5. China continues to have the right to audit the U.S. feed additive, premix, compound feed, DDG, and DDGS feed safety regulatory system, including a representative sample of U.S. feed additive, premix, compound feed, DDG, and DDGS feed facilities, in coordination with the relevant U.S. competent authority. Such auditing shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. feed additive,

premix, compound feed, DDG, and DDGS feed products at the port of entry. If China determines, based on scientific inspection, that a particular shipment of U.S. feed additives, premix, compound feed, DDG, and DDGS feed is in violation of applicable feed safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant, sustained or recurring pattern of non-conformity with an applicable feed safety measure by a particular facility, China may refuse to accept shipments from that facility until the problem is resolved. China shall notify the relevant U.S. competent authority of such non-conformity. The Parties shall exchange information on their feed additive, premix, compound feed, DDG, and DDGS feed safety regulatory systems.

### **Annex 13. Pet Food and Non-ruminant Derived Animal Feed**

1. China shall:

- (a) within one month of the date of entry into force of this Agreement:
  - (i) lift its ban on U.S. pet food containing ruminant ingredients in accordance with Annex 4.2 (Beef); and
  - (ii) eliminate the use of Polymerase Chain Reaction (PCR) testing on all U.S. pet food products containing ruminant ingredients, and limit PCR testing of U.S. pet food products not containing ruminant ingredients to a risk-based selection of shipments;
- (b) upon entry into force of this Agreement, allow the importation of U.S. pet foods containing poultry products;
- (c) not require completion or submission of any facility questionnaire for registration purposes, except that China may request completion of a facility questionnaire with respect to a facility that China is auditing; and
- (d) allow the importation of pet foods with animal-origin ingredients from a 3<sup>rd</sup> country as long as the ingredients are legally imported into the United States, meet U.S. domestic requirements for inclusion in pet food, and are traceable to the country of origin.

2. Upon entry into force of this Agreement, the Parties shall engage in technical discussions to discuss the importation of U.S. pet food into China. Within two months of the date of entry into force of this Agreement, the Parties shall sign a protocol on U.S. pet food imports into China. Before a new protocol is signed, China shall continue to allow imports of U.S. pet food as detailed in the *Protocol on the Veterinary Health Requirements for Non-Ruminant Derived Animal Feed and Tallow to be Imported from the United States of America to the People's Republic of China*, dated November 18, 2004.



3. China has completed its review of 24 new U.S. pet food and animal feed facilities and shall, within five working days of the date of entry into force of this Agreement, include those facilities on the list of facilities allowed to export to China pet food or non-ruminant derived animal feed.

4. The United States shall, on a monthly basis, provide to China any updates to the list of U.S. pet food and non-ruminant derived animal feed facilities that the United States has determined to be eligible to export pet food or non-ruminant derived animal feed to China. Upon receipt of each update to the list, China shall, within 20 working days, register the facilities, publish the updates to the list of facilities on the GACC website, and allow imports of pet food and non-ruminant derived animal feed from U.S. facilities on the list on the GACC website.

5. China continues to have the right to audit the U.S. pet food and non-ruminant derived animal feed safety regulatory system, including a representative sample of U.S. pet food and non-ruminant derived animal feed facilities, in coordination with the relevant U.S. competent authority. Such auditing shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. pet food and non-ruminant derived animal feed at the port of entry. If China determines, based on scientific inspection, that a particular shipment of U.S. pet food and non-ruminant derived animal feed is in violation of applicable pet food and non-ruminant derived animal feed safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant, sustained or recurring pattern of non-conformity with an applicable feed safety measure by a particular facility, China may refuse to accept shipments from that facility until the problem is resolved. China shall notify the relevant U.S. competent authority of such non-conformity. The Parties shall exchange information on their pet food and non-ruminant derived animal feed safety regulatory systems.

#### **Annex 14. Tariff Rate Quotas**

1. China shall ensure that, from December 31, 2019, its TRQ measures for wheat, rice, and corn are in conformity with the Panel Report in *China-Tariff Rate Quotas for Certain Agricultural Products* and the WTO agreements, including China's commitments under the *Protocol on the Accession of the People's Republic of China to the WTO* and China's Schedule CLII, Part I, Section 1(B).

2. The entirety of China's TRQs for wheat, rice, and corn (WRC TRQs) for each year shall be allocated by January 1 of that year to end-users. China shall ensure that it does not inhibit the filling of its WRC TRQs.

3. China's requirements for WRC TRQ eligibility, allocation, return, reallocation, and penalties shall not discriminate between State Trading Enterprises (STEs) and non-STEs and shall apply equally to the STE share of the WRC TRQ and the non-STE share of the WRC TRQ. For the purposes of China's WRC TRQ administration measures, "end-users" and "enterprises" include STEs when allocated a WRC TRQ.

4. China shall reallocate all unused and returned WRC TRQ amounts, including all unused and returned amounts allocated to STEs or designated as part of the “STE share,” by October 1 of each year. Only new applicants and entities other than those returning unused quotas shall be eligible to receive reallocated WRC TRQ amounts.

5. China shall make all WRC TRQ allocations in commercially viable shipping amounts.

6. China shall clearly specify and publish all eligibility criteria for its WRC TRQs and all allocation principles for its WRC TRQ administration, and the allocation principles shall be relevant to the importation, processing, or sale of the commodity subject to the WRC TRQ. China shall ensure that a sufficient number of STE and non-STE entities, including new quota applicants, are eligible to receive WRC TRQ allocations, and that the full utilization of its WRC TRQs is not inhibited.

7. Consistent with China’s WTO obligations, at the request of the United States, China shall provide the relevant WRC TRQ allocation and reallocation information requested.

8. Each Party shall make available on a public website existing laws, regulations, and announcements on its administration of WRC TRQs, if any, and publish any change to them in a timely manner. Upon request of a Party, the Parties shall hold consultations on TRQ administration pursuant to the Bilateral Evaluation and Dispute Resolution Chapter.

#### **Annex 15. Domestic Support**

1. China shall respect its WTO obligations to publish in an official journal its laws, regulations, and other measures pertaining to its domestic support programs and policies.

2. For greater certainty, nothing in this Agreement limits the rights of the United States under the WTO Dispute Settlement Understanding against China with respect to China’s domestic support measures.

#### **Annex 16. Agricultural Biotechnology**

1. To help realize the benefits of agricultural biotechnology for sustainable agriculture, the Parties agree to carry out exchanges on agricultural biotechnology, and intend to take steps to enhance engagement with the public concerning agricultural biotechnology and public awareness of scientific information relevant to agricultural biotechnology, with the aim of building public confidence in, and acceptance of, the use of safe biotechnology in agriculture and the food system.

2. China shall implement a transparent, predictable, efficient, science- and risk-based regulatory process for safety evaluation and authorization of products of agricultural biotechnology. For agricultural biotechnology products for feed or further processing, China shall significantly reduce, to no more than 24 months, the average amount of time between:

- (a) the submission of a formal application for authorization of such a product; and
- (b) the final decision on approval or disapproval of the product.

China shall base its safety evaluation procedures on the relevant international standards and recommendations of Codex and the International Plant Protection Convention. China shall base any safety evaluation that it conducts on scientific data and information obtained using appropriate methods and analyzed using appropriate statistical techniques.

3. The Parties shall strengthen communication on biotechnology regulation, in order to increase mutual understanding and to facilitate trade in products of agricultural biotechnology.

4. China shall:

- (a) within five working days of receipt of the product dossier submitted in support of a formal application for approval of a product of agricultural biotechnology, pre-screen for completeness, by means of comparison against the requirements on the application form, the dossier and inform the applicant of any deficiencies in the sufficiency of information in the dossier;
- (b) accept complaints from applicants concerning the operation of the approval procedure for agricultural biotechnology products to be used for purposes of food, feed, and processing, and take corrective action upon receipt of a justified complaint;
- (c) when additional information from an applicant is necessary for the National Biosafety Committee (NBC) to finalize a safety evaluation, within 20 working days of the NBC meeting at which the NBC ascertained its need for the additional information, request all such information in writing and provide a written explanation to the applicant of how the requested information would be relevant to the safety of the product's intended use;
- (d) when additional information has been submitted to the NBC by an applicant, ensure that the NBC meets as soon as possible and as often as necessary thereafter in order to finalize the NBC's review of the application; and
- (e) convene at least two NBC meetings per year and increase, depending on the number of applications, the frequency of NBC meetings as much as necessary.

5. China shall establish an authorization period of at least five years for any agricultural biotechnology product.

6. China shall, within 12 months of the date of entry into force of this Agreement, establish and make public a simplified, predictable, science- and risk-based, and efficient safety-

assessment procedure for approval of food ingredients derived from genetically modified microorganisms.

7. China shall:
  - (a) accept applications for agricultural biotechnology product approvals on an on-going, year-round basis;
  - (b) if prior to receipt by China of a formal application for approval of an agricultural biotechnology product but following the submission of the dossier for the product to U.S. authorities, the dossier for the product is submitted to China, pre-screen the dossier within five working days of receipt for completeness against the Chinese requirements that will apply following the submission of a formal application for approval of the product in China;
  - (c) upon receipt of a formal application, begin review of any application for approval of an agricultural biotechnology product;
  - (d) not request information unnecessary for assessing the safety of a product for its intended use; and
  - (e) for any product that passes China's safety evaluation, make the administrative decision of approval and issue a biosafety certificate within 20 working days of conclusion of the NBC meeting.
8. In the event of an occurrence of low-level presence (LLP) affecting a U.S. shipment exported to China, China shall:
  - (a) without undue delay, inform the importer or the importer's agent of the LLP occurrence and of any additional pertinent information that will be required to be submitted to assist China to make a decision on the management of the LLP occurrence;
  - (b) provide to the United States a summary of any risk or safety assessment that China has conducted in connection with the LLP occurrence;
  - (c) ensure that the LLP occurrence is managed without unnecessary delay; and
  - (d) take into account any relevant risk or safety assessment provided, and authorization granted, by the United States or any foreign country when deciding how to manage the LLP occurrence.
9. China shall evaluate inadvertent or technically unavoidable LLP occurrences on a case-by-case basis to minimize trade disruptions.

10. The Parties agree to organize experts to conduct further studies on the issue of LLP and to collaborate internationally on practical approaches to addressing LLP.

**Annex 17. Food Safety**

1. The Parties shall not implement food safety regulations, or require actions of the other Party's regulatory authorities, that are not science- or risk-based and shall only apply such regulations and require such actions to the extent necessary to protect human life or health.

## **Appendix I: Beef, Pork, and Poultry Products Considered Not Eligible for Import into China**

U.S. statutes and regulations require the condemnation of meat and poultry carcasses, parts thereof, and products, found to be diseased, adulterated or otherwise unfit at the time of slaughter, or during any subsequent inspection. The FSIS does not allow meat or poultry products that are determined to be unqualified, or that are contaminated—for example, with feces, foreign material, or cerebral fluid from cattle—to enter commerce. Animals that display systemic signs of disease or pathologies are condemned. FSIS Public Health Veterinarians certify on the FSIS certificate that the meat or poultry products are from animals that received both antemortem and postmortem inspection and were found sound and healthy. In addition, the product has been inspected and passed as provided by law and regulations of the USDA, and is wholesome, and suitable for human consumption

The following is a list of products that are not eligible for importation into China, including when incorporated into further-processed products:

- (a) beef and pork: thyroid glands, adrenal glands, uropygial glands, tonsils, major lymph nodes exposed during slaughter and cutting, laryngeal muscle tissue, lungs, pancreas, spleen, gallbladder, uterus, hair, hoofs, and lactating mammary glands;
- (b) horns from cattle;
- (c) mechanically separated beef and distal ileum from cattle of any age;
- (d) brain, skull, eyes, trigeminal ganglia, spinal cord, dorsal root ganglia, and vertebral column (excluding the vertebrae of the tail, the transverse processes of the thoracic and lumbar vertebrae, and the wings of the sacrum), from cattle 30 months of age and older; and
- (e) feathers, heads, intestines, and tails of poultry.



## CHAPTER 4

### FINANCIAL SERVICES

#### Article 4.1: Objectives

The Parties believe that they have a significant opportunity for cooperation and mutual benefit in bilateral services trade. Each Party requests that the other Party ensure fair, effective, and non-discriminatory participation in its market for services and services suppliers of the other Party. The Parties shall work constructively to provide fair, effective, and non-discriminatory market access for each other's services and services suppliers. To that end, the Parties shall take specific actions beginning with the actions set forth in this Chapter with respect to the financial services sector.

#### Article 4.2: Banking Services

1. The Parties acknowledge the importance of mutually beneficial cooperation to enhance market access and strengthen the Parties' respective banking services sectors.
2. China commits that when a qualified subsidiary of a U.S. financial institution provides or seeks to provide securities investment fund custody services, its parent company's overseas assets shall be taken into consideration in order to fulfill applicable asset requirements. Within five months after the date of entry into force of this Agreement, China shall allow branches of U.S. financial institutions to provide securities investment fund custody services, and the parent company's overseas assets shall be taken into consideration in order to fulfill applicable asset requirements. China shall review and approve qualified applications by U.S. financial institutions for securities investment fund custody licenses on an expeditious basis.
3. China affirms that U.S. financial institutions applying to serve as Type-A lead underwriters for all types of non-financial debt instruments shall be evaluated and granted licenses based on the revised formula for granting lead underwriting licenses for non-financial enterprise debt instruments, which takes into account U.S. financial institutions' international qualifications in order to fulfill applicable requirements for the entity seeking the license in China.
4. The United States acknowledges current pending requests by Chinese institutions, including by CITIC Group, and affirms that such requests will be considered expeditiously.



#### **Article 4.3: Credit Rating Services**

1. China affirms that a wholly U.S.-owned credit rating services supplier has been allowed to rate domestic bonds sold to domestic and international investors, including for the interbank market. China commits that it shall continue to allow U.S. service suppliers, including wholly U.S.-owned credit rating services suppliers, to rate all types of domestic bonds sold to domestic and international investors. Within three months after the date of entry into force of this Agreement, China shall review and approve any pending license applications of U.S. service suppliers to provide credit rating services.
2. Each Party shall allow a supplier of credit rating services of the other Party to acquire a majority ownership stake in the supplier's existing joint venture.
3. The United States affirms that it accords non-discriminatory treatment to Chinese credit rating services suppliers.

#### **Article 4.4: Electronic Payment Services**

1. China shall accept any applications from a U.S. electronic payment services supplier, including an application of a supplier seeking to operate as a wholly foreign-owned entity, to begin preparatory work to become a bank card clearing institution within five working days of submission, and may make a one-time request within those five working days for any corrections or supplementary information. If such a request is made, China shall accept the application within five working days after the applicant has responded to that request. China shall make a determination with respect to the application, including an explanation of any adverse determination, within 90 working days of its acceptance.
2. No later than one month after a U.S. service supplier notifies China that it has completed its preparatory work, China shall accept the license application of such U.S. supplier, including any license application of Mastercard, Visa, or American Express, and shall make a determination with respect to the application, including an explanation of any adverse determination.
3. The United States affirms it accords non-discriminatory treatment to Chinese electronic payment service suppliers, including UnionPay.

#### **Article 4.5: Financial Asset Management (Distressed Debt) Services**

1. The Parties acknowledge the mutual beneficial opportunities in the distressed debt services sector and will work together to promote further opportunities in this sector.
2. China shall allow U.S. financial services suppliers to apply for asset management company licenses that would permit them to acquire non-performing loans directly from Chinese banks, beginning with provincial licenses. When additional national licenses are granted, China shall treat U.S. financial services suppliers on a non-discriminatory basis with Chinese suppliers, including with respect to the granting of such licenses.
3. The United States will continue to allow Chinese financial services suppliers to engage in acquisition and resolution of non-performing loans in the United States.

#### **Article 4.6: Insurance Services**

1. No later than April 1, 2020, China shall remove the foreign equity cap in the life, pension, and health insurance sectors and allow wholly U.S.-owned insurance companies to participate in these sectors. China affirms that there are no restrictions on the ability of U.S.-owned insurance companies established in China to wholly own insurance asset management companies in China.
2. No later than April 1, 2020, China shall remove any business scope limitations, discriminatory regulatory processes and requirements, and overly burdensome licensing and operating requirements for all insurance sectors (including insurance intermediation), and shall thereafter review and approve expeditiously any application by U.S. financial services suppliers for licenses to supply insurance services. In accordance with this commitment, China affirms that it has eliminated the requirement of thirty-years of insurance business operations for establishment of new foreign insurance companies.
3. The United States acknowledges current pending requests by Chinese institutions, including by China Reinsurance Group, and affirms that such requests will be considered expeditiously.

#### **Article 4.7: Securities, Fund Management, Futures Services**

1. Each Party shall, on a non-discriminatory basis, review and approve a qualified application of a financial institution of the other Party for a securities, fund management, or futures license. The Parties affirm that licensed financial institutions of the other Party are entitled to supply the same full scope of services in these sectors as licensed financial institutions of the Party.

2. No later than April 1, 2020, China shall eliminate foreign equity limits and allow wholly U.S.-owned services suppliers to participate in the securities, fund management, and futures sectors.
3. China affirms that it substantially reduced the high net asset value requirement on majority shareholders of securities services suppliers on July 5, 2019.
4. China affirms that existing U.S.-invested securities joint ventures are allowed to retain their existing licenses when they become U.S.-controlled, U.S. majority-owned, or wholly U.S.-owned securities companies.
5. The Parties shall ensure there are no discriminatory restrictions for private fund managers of the other Party. China shall ensure that there is no prohibition on U.S.-owned private fund managers investing in H shares (*i.e.*, shares of mainland Chinese companies listed on the Hong Kong stock exchange) and that qualified U.S.-owned private fund managers may be approved to provide investment advisory services on a case-by-case basis.
6. The Parties affirm that there are no discriminatory restrictions for institutions of the other Party in futures products, including by allowing the institutions of the other Party to invest in the full scope of futures products in which domestic institutions can invest (including financial, interest-rate, and exchange-rate futures).
7. The United States acknowledges current pending requests by Chinese institutions, including by China International Capital Corporation, and affirms that such requests will be considered expeditiously.

## CHAPTER 5

### MACROECONOMIC POLICIES AND EXCHANGE RATE MATTERS AND TRANSPARENCY

#### Article 5.1: General Provisions

1. Each Party shall respect the other Party's autonomy in monetary policy, in accordance with its domestic law.
2. The Parties recognize that strong fundamentals, sound policies, and a resilient international monetary system are essential to the stability of exchange rates, contributing to strong and sustainable growth and investment. Flexible exchange rates, where feasible, can serve as a shock absorber.
3. The Parties share the objective of pursuing policies that strengthen underlying economic fundamentals, foster growth and transparency, and avoid unsustainable external imbalances.
4. The Parties shall honor currency-related commitments each has undertaken in G20 communiqués, including to refrain from competitive devaluations and the targeting of exchange rates for competitive purposes.

#### Article 5.2: Exchange Rate Practices

1. Each Party confirms that it is bound under the International Monetary Fund (IMF) Articles of Agreement to avoid manipulating exchange rates or the international monetary system in order to prevent effective balance of payments adjustment or to gain an unfair competitive advantage.
2. Each Party should:
  - (a) achieve and maintain a market-determined exchange rate regime; and
  - (b) strengthen underlying economic fundamentals, which reinforces the conditions for macroeconomic and exchange rate stability.
3. The Parties shall refrain from competitive devaluations and not target exchange rates for competitive purposes, including through large-scale, persistent, one-sided intervention in exchange markets.
4. The Parties will communicate regularly and consult on foreign exchange markets, activities, and policies. The Parties will consult with each other regarding the IMF's assessment of the exchange rate of each Party.

### **Article 5.3: Transparency**

1. The Parties affirm that they shall continue to disclose publicly within the prescribed timeframes below:
  - (a) monthly foreign exchange reserves data and forward positions according to the IMF's Data Template on International Reserves and Foreign Currency Liquidity, no later than 30 days after the end of each month;
  - (b) quarterly balance of payments for the sub-components of the financial account, including direct investment, portfolio investment, and other investment (loans and receivables), no later than 90 days after the end of each quarter; and
  - (c) quarterly exports and imports of goods and services, no later than 90 days after the end of each quarter.
2. The Parties reaffirm and shall continue to consent to the public disclosure by the IMF of:
  - (a) each IMF Article IV Staff Report on the country of the Party, including the exchange rate assessment, within four weeks of the IMF Executive Board discussion; and
  - (b) confirmation of the Party's participation in the IMF COFER database.
3. If the IMF does not disclose publicly any items listed in paragraph 2 with respect to a Party, that Party shall request that the IMF disclose publicly those items.

### **Article 5.4: Enforcement Mechanism**

1. Issues related to exchange rate policy or transparency shall be referred by either the U.S. Secretary of the Treasury or the Governor of the People's Bank of China to the Bilateral Evaluation and Dispute Resolution Arrangement established in Chapter 7 (Bilateral Evaluation and Dispute Resolution).
2. If there is failure to arrive at a mutually satisfactory resolution under the Bilateral Evaluation and Dispute Resolution Arrangement, the U.S. Secretary of the Treasury or the Governor of the People's Bank of China may also request that the IMF, consistent with its mandate:
  - (a) undertake rigorous surveillance of the macroeconomic and exchange rate policies and data transparency and reporting policies of the requested Party; or
  - (b) initiate formal consultations and provide input, as appropriate.

## CHAPTER 6

### EXPANDING TRADE

#### Article 6.1: Objectives

1. The Parties acknowledge that trade and economic structural changes resulting from this Agreement and from other actions being taken by China to open up its economy and improve its trade regime should lead to improved trade flows, including significant increases in exports of goods and services to China by the United States and other countries.
2. The Parties believe that expanding trade is conducive to the improvement of their bilateral trade relationship, the optimal allocation of resources, economic restructuring, and sustainable economic development, given the high degree of complementarity in trade between them.
3. The Parties recognize that the United States produces and can supply high-quality, competitively priced goods and services, while China needs to increase the importation of quality and affordable goods and services to satisfy the increasing demand from Chinese consumers.
4. The Parties accordingly seek to work constructively and cooperatively toward an improved bilateral trade relationship and to explore appropriate steps to facilitate increased trade.

#### Article 6.2: Trade Opportunities

1. During the two-year period from January 1, 2020 through December 31, 2021, China shall ensure that purchases and imports into China from the United States of the manufactured goods, agricultural goods, energy products, and services identified in Annex 6.1 exceed the corresponding 2017 baseline amount by no less than \$200 billion. Specifically, China shall ensure that:
  - (a) For the category of manufactured goods identified in Annex 6.1, no less than \$32.9 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2020, and no less than \$44.8 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2021;
  - (b) For the category of agricultural goods identified in Annex 6.1, no less than \$12.5 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2020, and no less than \$19.5 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2021;
  - (c) For the category of energy products identified in Annex 6.1, no less than \$18.5 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2020, and no less than \$33.9

billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2021; and

- (d) For the category of services identified in Annex 6.1, no less than \$12.8 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2020, and no less than \$25.1 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2021.

2. The Parties shall specify the increases in purchases and imports for the subcategories listed in Annex 6.1 as appropriate.

3. The Parties project that the trajectory of increases in the amounts of manufactured goods, agricultural goods, energy products, and services purchased and imported into China from the United States will continue in calendar years 2022 through 2025.

4. The United States shall ensure to take appropriate steps to facilitate the availability of U.S. goods and services to be purchased and imported into China.

5. The Parties acknowledge that purchases will be made at market prices based on commercial considerations and that market conditions, particularly in the case of agricultural goods, may dictate the timing of purchases within any given year.

6. Official Chinese trade data and official U.S. trade data shall be used to determine whether this Chapter has been implemented. If an analysis of the respective trade data gives rise to conflicting assessments of whether this Chapter has been implemented, the Parties shall engage in consultations.

7. If China believes that its ability to fulfill its obligations under this Chapter is being affected by an action or inaction by the United States or by other circumstances arising in the United States, China is entitled to request consultations with the United States.

**ANNEX 6.1  
INCREASES IN U.S. EXPORTS TO CHINA OVER 2 YEARS**

Unit: USD Billion

Product Category		Additional U.S. Exports to China on Top of 2017 Baseline		
		Year 1	Year 2	2-Year Total
<b>1. Manufactured Goods</b>		<b>32.9</b>	<b>44.8</b>	<b>77.7</b>
1	Industrial machinery			
2	Electrical equipment and machinery			
3	Pharmaceutical products			
4	Aircraft (orders and deliveries)			
5	Vehicles			
6	Optical and medical instruments			
7	Iron and steel			
8	Other manufactured goods <sup>a</sup>			
<b>2. Agriculture<sup>b</sup></b>		<b>12.5</b>	<b>19.5</b>	<b>32.0</b>
9	Oilseeds			
10	Meat			
11	Cereals			
12	Cotton			
13	Other agricultural commodities <sup>c</sup>			
14	Seafood <sup>d</sup>			
<b>3. Energy</b>		<b>18.5</b>	<b>33.9</b>	<b>52.4</b>
15	Liquefied natural gas			
16	Crude oil			
17	Refined products			
18	Coal <sup>e</sup>			
<b>4. Services<sup>f</sup></b>		<b>12.8</b>	<b>25.1</b>	<b>37.9</b>
19	Charges for use of IP			
20	Business travel and tourism			
21	Financial services and insurance			
22	Other services			
23	Cloud and related services			
<b>TOTAL</b>		<b>76.7</b>	<b>123.3</b>	<b>200.0</b>

<sup>a</sup> Includes solar-grade polysilicon and other organic and inorganic chemicals, hardwood lumber, integrated circuits (manufactured in U.S.), and chemical products.

<sup>b</sup> At the request of the United States, China will strive to purchase and import \$5 billion per year of the U.S. agricultural products covered by this Chapter, in addition to the minimum amounts set forth herein.

<sup>c</sup> Includes all other agricultural products, including alfalfa, citrus, dairy, dietary supplements, distilled spirits, dried distiller grains, essential oils, ethanol, fresh baby carrots, fruits and vegetables, ginseng, pet food, processed foods, tree nuts, and wine.

<sup>d</sup> Includes lobster.

<sup>e</sup> Includes metallurgical coal.

<sup>f</sup> All services numbers represent the cross-border supply of services (Mode 1), with the exception of the numbers for financial services and insurance and cloud services, which include both the cross-border supply of services and the supply of services through commercial presence (Mode 3).



**ATTACHMENT TO ANNEX 6.1  
INCREASES IN U.S. EXPORTS TO CHINA OVER 2 YEARS**

(This attachment is only authentic in English; when the Parties conclude and verify an agreed Chinese translation of this attachment, both the English and Chinese versions shall be equally authentic)

**1. Manufactured Goods**

1	Industrial machinery	
HS Code	Product Description	
8401	Nuclear reactors; fuel elements (cartridges), non-irradiated, for nuclear reactors; machinery and apparatus for isotopic separation; parts thereof	
8402	Steam or other vapor generating boilers (other than central heating hot water boilers capable also of producing low pressure steam); super-heated water boilers;	
8403	Central heating boilers (other than those of heading 8402) and parts thereof	
8404	Auxiliary plant for use with boilers of heading 8402 or 8403 (for example, economizers, super-heaters, soot removers, gas recoverers); condensers for steam or other vapor power units; parts thereof	
8405	Producer gas or water gas generators, with or without their purifiers; acetylene gas generators and similar water process gas generators, with or without their purifiers; parts thereof	
8406	Steam turbines and other vapor turbines, and parts thereof	
8407	Spark-ignition reciprocating or rotary internal combustion piston engines	
8408	Compression-ignition internal combustion piston engines (diesel or semi-diesel engines)	
8409	Parts suitable for use solely or principally with the engines of heading 8407 or 8408	
8410	Hydraulic turbines, water wheels and regulators thereof; parts thereof	
8411	Turbojets, turbopropellers and other gas turbines, and parts thereof	
8412	Other engines and motors, and parts thereof	
8413	Pumps for liquids, whether or not fitted with a measuring device; liquid elevators; part thereof	
8414	Air or vacuum pumps, air or other gas compressors and fans; ventilating or recycling hoods incorporating a fan, whether or not fitted with filters; parts thereof	
8415	Air conditioning machines, comprising a motor-driven fan and elements for changing the temperature and humidity, including those machines in which the humidity cannot be separately regulated; parts thereof	
8416	Furnace burners for liquid fuel, for pulverized solid fuel or for gas; mechanical stokers, including their mechanical grates, mechanical ash dischargers and similar appliances; parts thereof	
8417	Industrial or laboratory furnaces and ovens, including incinerators, nonelectric, and parts thereof	
8418	Refrigerators, freezers and other refrigerating or freezing equipment, electric or other; heat pumps, other than the air conditioning machines of heading 8415; parts thereof	
8419	Machinery, plant or laboratory equipment, whether or not electrically heated (excluding furnaces, ovens and other equipment of heading 8514), for the treatment of materials by a process involving a change of temperature such as heating, cooking, roasting, distilling, rectifying, sterilizing, pasteurizing, steaming, drying, evaporating, vaporizing, condensing or cooling, other than machinery or plant of a kind used for domestic purposes; instantaneous or storage water heaters, nonelectric; parts thereof	
8420	Calendering or other rolling machines, other than for metals or glass, and cylinders thereof; parts thereof	
8421	Centrifuges, including centrifugal dryers; filtering or purifying machinery and apparatus, for liquids or gases; parts thereof	
8422	Dishwashing machines; machinery for cleaning or drying bottles or other containers; machinery for filling, closing, sealing or labeling bottles, cans, boxes, bags or other containers; machinery for capsuling bottles, jars, tubes and similar containers; other packing or wrapping machinery (including heat-shrink wrapping machinery); machinery for aerating beverages; parts thereof	
8423	Weighing machinery (excluding balances of a sensitivity of 5 cg or better), including weight-operated counting or checking machines; weighing machine weights of all kinds; parts of weighing machinery	
8424	Mechanical appliances (whether or not hand operated) for projecting, dispersing or spraying liquids or powders; fire extinguishers, whether or not charged; spray guns and similar appliances; steam or sand blasting machines and similar jet projecting machines; parts thereof	
8425	Pulley tackle and hoists other than skip hoists; winches and capstans; jacks	
8426	Ships' derricks; cranes, including cable cranes; mobile lifting frames, straddle carriers and works trucks fitted with a crane	

8427	Fork-lift trucks; other works trucks fitted with lifting or handling equipment
8428	Other lifting, handling, loading or unloading machinery (for example, elevators, escalators, conveyors, teleferics)
8429	Self-propelled bulldozers, angledozers, graders, levelers, scrapers, mechanical shovels, excavators, shovel loaders, tamping machines and road rollers
8430	Other moving, grading, leveling, scraping, excavating, tamping, compacting, extracting or boring machinery, for earth, minerals or ores; pile-drivers and pile-extractors; snowplows and snowblowers
8431	Parts suitable for use solely or principally with the machinery of headings 8425 to 8430
8432	Agricultural, horticultural or forestry machinery for soil preparation or cultivation; lawn or sports ground rollers; parts thereof
8433	Harvesting or threshing machinery, including straw or fodder balers; grass or hay mowers; machines for cleaning, sorting or grading eggs, fruit or other agricultural produce, other than machinery of heading 8437; parts thereof
8434	Milking machines and dairy machinery, and parts thereof
8435	Presses, crushers and similar machinery, used in the manufacture of wine, cider, fruit juices or similar beverages; parts thereof
8436	Other agricultural, horticultural, forestry, poultry-keeping or bee-keeping machinery, including germination plant fitted with mechanical or thermal equipment; poultry incubators and brooders; parts thereof
8437	Machines for cleaning, sorting or grading seed, grain or dried leguminous vegetables, and parts thereof; machinery used in the milling industry or for the working of cereals or dried leguminous vegetables, other than farm type machinery; parts thereof
8438	Machinery, not specified or included elsewhere in this chapter, for the industrial preparation or manufacture of food or drink, other than machinery for the extraction or preparation of animal or fixed vegetable fats or oils; parts thereof
8439	Cellulose pulp, paper and board manufacturing or finishing machines
8440	Bookbinding machinery, including book-sewing machines, and parts thereof
8441	Other machinery for making up paper pulp, paper or paperboard, including cutting machines of all kinds, and parts thereof
8442	Machinery, apparatus and equipment (other than the machines of headings 8456 to 8465), for preparing or making plates, cylinders or other printing components; plates, cylinders and other printing components; plates, cylinders and lithographic stones, prepared for printing purposes (for example, planed, grained or polished); parts thereof
8443	Printing machinery used for printing by means of plates, cylinders and other printing components of heading 8442; other printers, copying machines and facsimile machines, whether or not combined; parts and accessories thereof
8444	Machines for extruding, drawing, texturing or cutting man-made textile materials
8445	Machines for preparing textile fibers; spinning, doubling or twisting machines and other machinery for producing textile yarns; textile reeling or winding (including weft winding) machines and machines for preparing textile yarns for use on the machines of heading 8446 or 8447
8446	Weaving machines (looms)
8447	Knitting machines, stitch-bonding machines and machines for making gimped yarn, tulle, lace, embroidery, trimmings, braid or net and machines for tufting
8448	Auxiliary machinery for use with machines of heading 8444, 8445, 8446 or 8447 (for example, dobbies, Jacquards, automatic stop motions and shuttle changing mechanisms); parts and accessories suitable for use solely or principally with the machines of this heading or of heading 8444, 8445, 8446 or 8447 (for example, spindles and spindle flyers, card clothing, combs, extruding nipples, shuttles, healds and heald-frames, hosiery needles)
8449	Machinery for the manufacture or finishing of felt or nonwovens in the piece or in shapes, including machinery for making felt hats; blocks for making hats; parts thereof
8450	Household- or laundry-type washing machines, including machines which both wash and dry; parts thereof
8451	Machinery (other than machines of heading 8450) for washing, cleaning, wringing, drying, ironing, pressing (including fusing presses), bleaching, dyeing, dressing, finishing, coating or impregnating textile yarns, fabrics or made up textile articles and machines for applying the paste to the base fabric or other support used in the manufacture of floor coverings such as linoleum; machines for reeling, unreeling, folding, cutting or pinking textile fabrics; parts thereof
8452	Sewing machines, other than book-sewing machines of heading 8440; furniture, bases and covers specially designed for sewing machines; sewing machine needles; parts thereof
8453	Machinery for preparing, tanning or working hides, skins or leather or for making or repairing footwear or other articles of hides, skins or leather, other than sewing machines; parts thereof

8454	Converters, ladles, ingot molds and casting machines, of a kind used in metallurgy or in metal foundries, and parts thereof
8455	Metal-rolling mills and rolls therefor; parts thereof
8456	Machine tools for working any material by removal of material, by laser or other light or photon beam, ultrasonic, electro-discharge, electro-chemical, electron-beam, ionic-beam or plasma arc processes; water-jet cutting machines
8457	Machining centers, unit construction machines (single station) and multistation transfer machines, for working metal
8458	Lathes (including turning centers) for removing metal
8459	Machine tools (including way-type unit head machines) for drilling, boring, milling, threading or tapping by removing metal, other than lathes (including turning centers) of heading 8458
8460	Machine tools for deburring, sharpening, grinding, honing, lapping, polishing or otherwise finishing metal or cermets by means of grinding stones, abrasives or polishing products, other than gear cutting, gear grinding or gear finishing machines of heading 8461
8461	Machine tools for planing, shaping, slotting, broaching, gear cutting, gear grinding or gear finishing, sawing, cutting-off and other machine tools working by removing metal or cermets, not elsewhere specified or included
8462	Machine tools (including presses) for working metal by forging, hammering or die-stamping; machine tools (including presses) for working metal by bending, folding, straightening, flattening, shearing, punching or notching; presses for working metal or metal carbides, not specified above
8463	Other machine tools for working metal or cermets, without removing material
8464	Machine tools for working stone, ceramics, concrete, asbestos-cement or like mineral materials or for cold working glass
8465	Machine tools (including machines for nailing, stapling, glueing or otherwise assembling) for working wood, cork, bone, hard rubber, hard plastics or similar hard materials
8466	Parts and accessories suitable for use solely or principally with the machines of headings 8456 to 8465, including work or tool holders, self-opening dieheads, dividing heads and other special attachments for the machines; tool holders for any type of tool for working in the hand
8467	Tools for working in the hand, pneumatic, hydraulic or with self-contained electric or nonelectric motor, and parts thereof
8468	Machinery and apparatus for soldering, brazing or welding, whether or not capable of cutting, other than those of heading 8515; gas-operated surface tempering machines and appliances; parts thereof
8469	Typewriters other than printers of heading 8443; word processors
8470	Calculating machines and pocket-size data recording, reproducing and displaying machines with calculating functions; accounting machines, postage-franking machines, ticket-issuing machines and similar machines, incorporating a calculating device; cash registers
8471	Automatic data processing machines and units thereof; magnetic or optical readers, machines for transcribing data onto data media in coded form and machines for processing such data, not elsewhere specified or included
8472	Other office machines (for example, hectograph or stencil duplicating machines, addressing machines, automatic banknote dispensers, coin-sorting machines, coin-counting or wrapping machines, pencil-sharpening machines, perforating or stapling machines)
8473	Parts and accessories (other than covers, carrying cases and the like) suitable for use solely or principally with machines of headings 8470 to 8472
8474	Machinery for sorting, screening, separating, washing, crushing, grinding, mixing or kneading earth, stone, ores or other mineral substances, in solid (including powder or paste) form; machinery for agglomerating, shaping or molding solid mineral fuels, ceramic paste, unhardened cements, plastering materials or other mineral products in powder or paste form; machines for forming foundry molds of sand; parts thereof
8475	Machines for assembling electric or electronic lamps, tubes or flashbulbs, in glass envelopes; machines for manufacturing or hot working glass or glassware; parts thereof
8476	Automatic goods-vending machines (for example, postage stamp, cigarette, food or beverage machines), including money-changing machines; parts thereof
8477	Machinery for working rubber or plastics or for the manufacture of products from these materials, not specified or included elsewhere in this chapter; parts thereof
8478	Machinery for preparing or making up tobacco, not specified or included elsewhere in this chapter; parts thereof
8479	Machines and mechanical appliances having individual functions, not specified or included elsewhere in this chapter; parts thereof

8480	Molding boxes for metal foundry; mold bases; molding patterns; molds for metal (other than ingot molds), metal carbides, glass, mineral materials, rubber or plastics
8481	Taps, cocks, valves and similar appliances, for pipes, boiler shells, tanks, vats or the like, including pressure-reducing valves and thermostatically controlled valves; parts thereof
8482	Ball or roller bearings, and parts thereof
8483	Transmission shafts (including camshafts and crankshafts) and cranks; bearing housings, housed bearings and plain shaft bearings; gears and gearing; ball or roller screws; gear boxes and other speed changers, including torque converters; flywheels and pulleys, including pulley blocks; clutches and shaft couplings (including universal joints); parts thereof
8484	Gaskets and similar joints of metal sheeting combined with other material or of two or more layers of metal; sets or assortments of gaskets and similar joints, dissimilar in composition, put up in pouches, envelopes or similar packings; mechanical seals
8486	Machines and apparatus of a kind used solely or principally for the manufacture of semiconductor boules or wafers, semiconductor devices, electronic integrated circuits or flat panel displays; machines and apparatus specified in Note 9 (C) to this chapter; parts and accessories
8487	Machinery parts, not containing electrical connectors, insulators, coils, contacts or other electrical features, and not specified or included elsewhere in this chapter
<b>2</b>	<b>Electrical equipment and machinery</b>
<b>HS Code</b>	<b>Product Description</b>
8501	Electric motors and generators (excluding generating sets)
8502	Electric generating sets and rotary converters
8503	Parts suitable for use solely or principally with the machines of heading 8501 or 8502
8504	Electrical transformers, static converters (for example, rectifiers) and inductors; parts thereof
8505	Electromagnets; permanent magnets and articles intended to become permanent magnets after magnetization; electromagnetic or permanent magnet chucks, clamps and similar holding devices; electromagnetic couplings, clutches and brakes; electromagnetic lifting heads; parts thereof
8506	Primary cells and primary batteries; parts thereof
8507	Electric storage batteries, including separators therefor, whether or not rectangular (including square); parts thereof
8508	Vacuum cleaners; parts thereof
8509	Electromechanical domestic appliances, with self-contained electric motor, other than vacuum cleaners of heading 8508; parts thereof
8510	Shavers, hair clippers and hair-removing appliances, with self-contained electric motor; parts thereof
8511	Electrical ignition or starting equipment of a kind used for spark-ignition or compression-ignition internal combustion engines (for example, ignition magnetos, magneto-dynamos, ignition coils, spark plugs and glow plugs, starter motors); generators (for example, dynamos, alternators) and cut-outs of a kind used in conjunction with such engines; parts thereof
8512	Electrical lighting or signaling equipment (excluding articles of heading 8539), windshield wipers, defrosters and demisters, of a kind used for cycles or motor vehicles; parts thereof
8513	Portable electric lamps designed to function by their own source of energy (for example, dry batteries, storage batteries, magnetos), other than lighting equipment of heading 8512; parts thereof
8514	Industrial or laboratory electric furnaces and ovens (including those functioning by induction or dielectric loss); other industrial or laboratory equipment for the heat treatment of materials by induction or dielectric loss; parts thereof

<b>8515</b>	Electric (including electrically heated gas), laser or other light or photon beam, ultrasonic, electron beam, magnetic pulse or plasma arc soldering, brazing or welding machines and apparatus, whether or not capable of cutting; electric machines and apparatus for hot spraying of metals or cermets; parts thereof
<b>8516</b>	Electric instantaneous or storage water heaters and immersion heaters; electric space heating apparatus and soil heating apparatus; electrothermic hairdressing apparatus (for example, hair dryers, hair curlers, curling tong heaters) and hand dryers; electric flatirons; other electrothermic appliances of a kind used for domestic purposes; electric heating resistors, other than those of heading 8545; parts thereof
<b>8517</b>	Telephone sets, including telephones for cellular networks or for other wireless networks; other apparatus for the transmission or reception of voice, images or other data, including apparatus for communication in a wired or wireless network (such as a local or wide area network), other than transmission or reception apparatus of heading 8443, 8525, 8527 or 8528; parts thereof
<b>8518</b>	Microphones and stands therefor; loudspeakers, whether or not mounted in their enclosures; headphones and earphones, whether or not combined with a microphone, and sets consisting of a microphone and one or more loudspeakers; audio-frequency electric amplifiers; electric sound amplifier sets; parts thereof
<b>8519</b>	Sound recording or reproducing apparatus
<b>8521</b>	Video recording or reproducing apparatus, whether or not incorporating a video tuner
<b>8522</b>	Parts and accessories suitable for use solely or principally with the apparatus of heading 8519 or 8521
<b>8523</b>	Discs, tapes, solid-state non-volatile storage devices, "smart cards" and other media for the recording of sound or of other phenomena, whether or not recorded, including matrices and masters for the production of discs, but excluding products of Chapter 37
<b>8525</b>	Transmission apparatus for radio-broadcasting or television, whether or not incorporating reception apparatus or sound recording or reproducing apparatus; television cameras, digital cameras and video camera recorders
<b>8526</b>	Radar apparatus, radio navigational aid apparatus and radio remote control apparatus
<b>8527</b>	Reception apparatus for radiobroadcasting, whether or not combined, in the same housing, with sound recording or reproducing apparatus or a clock
<b>8528</b>	Monitors and projectors, not incorporating television reception apparatus; reception apparatus for television, whether or not incorporating radio-broadcast receivers or sound or video recording or reproducing apparatus
<b>8529</b>	Parts suitable for use solely or principally with the apparatus of headings 8525 to 8528
<b>8530</b>	Electrical signaling, safety or traffic control equipment for railways, streetcar lines, subways, roads, inland waterways, parking facilities, port installations or airfields (other than those of heading 8608); parts thereof
<b>8531</b>	Electric sound or visual signaling apparatus (for example, bells, sirens, indicator panels, burglar or fire alarms), other than those of heading 8512 or 8530; parts thereof
<b>8532</b>	Electrical capacitors, fixed, variable or adjustable (pre-set); parts thereof
<b>8533</b>	Electrical resistors (including rheostats and potentiometers), other than heating resistors; parts thereof
<b>8534</b>	Printed circuits
<b>8535</b>	Electrical apparatus for switching or protecting electrical circuits, or for making connections to or in electrical circuits (for example, switches, fuses, lightning arresters, voltage limiters, surge suppressors, plugs and other connectors, junction boxes), for a voltage exceeding 1,000 V
<b>8536</b>	Electrical apparatus for switching or protecting electrical circuits, or for making connections to or in electrical circuits (for example, switches, relays, fuses, surge suppressors, plugs, sockets, lamp-holders and other connectors, junction boxes), for a voltage not exceeding 1,000 V; connectors for optical fibers, optical fiber bundles or cables
<b>8537</b>	Boards, panels, consoles, desks, cabinets and other bases, equipped with two or more apparatus of heading 8535 or 8536, for electric control or the distribution of electricity, including those incorporating instruments or apparatus of chapter 90, and numerical control apparatus, other than switching apparatus of heading 8517
<b>8538</b>	Parts suitable for use solely or principally with the apparatus of heading 8535, 8536 or 8537
<b>8539</b>	Electrical filament or discharge lamps, including sealed beam lamp units and ultraviolet or infrared lamps; arc lamps; light-emitting diode (LED) lamps; parts thereof
<b>8540</b>	Thermionic, cold cathode or photocathode tubes (for example, vacuum or vapor or gas filled tubes, mercury arc rectifying tubes, cathode-ray tubes, television camera tubes); parts thereof
<b>8541</b>	Diodes, transistors and similar semiconductor devices; photosensitive semiconductor devices, including photovoltaic cells whether or not assembled in modules or made up into panels; light-emitting diodes (LED); mounted piezoelectric crystals; parts thereof

	<b>8543</b>	Electrical machines and apparatus, having individual functions, not specified or included elsewhere in this chapter; parts thereof
	<b>8544</b>	Insulated (including enameled or anodized) wire, cable (including coaxial cable) and other insulated electric conductors, whether or not fitted with connectors; optical fiber cables, made up of individually sheathed fibers, whether or not assembled with electric conductors or fitted with connectors
	<b>8545</b>	Carbon electrodes, carbon brushes, lamp carbons, battery carbons and other articles of graphite or other carbon, with or without metal, of a kind used for electrical purposes
	<b>8546</b>	Electrical insulators of any material
	<b>8547</b>	Insulating fittings for electrical machines, appliances or equipment, being fittings wholly of insulating material apart from any minor components of metal (for example, threaded sockets) incorporated during molding solely for the purposes of assembly, other than insulators of heading 8546; electrical conduit tubing and joints therefor, of base metal lined with insulating material
	<b>8548</b>	Waste and scrap of primary cells, primary batteries and electric storage batteries; spent primary cells, spent primary batteries and spent electric storage batteries; electrical parts of machinery or apparatus, not specified or included elsewhere in this chapter
<b>3</b>	<b>Pharmaceutical products</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>3001</b>	Glands and other organs for organotherapeutic uses, dried, whether or not powdered; extracts of glands or other organs or of their secretions for organotherapeutic uses; heparin and its salts; other human or animal substances prepared for therapeutic or prophylactic uses, not elsewhere specified or included
	<b>3002</b>	Human blood; animal blood prepared for therapeutic, prophylactic or diagnostic uses; antisera, other blood fractions and immunological products, whether or not modified or obtained by means of biotechnological processes; vaccines, toxins, cultures of micro-organisms (excluding yeasts) and similar products
	<b>3003</b>	Medicaments (excluding goods of heading 3002, 3005 or 3006) consisting of two or more constituents which have been mixed together for therapeutic or prophylactic uses, not put up in measured doses or in forms or packings for retail sale
	<b>3004</b>	Medicaments (excluding goods of heading 3002, 3005 or 3006) consisting of mixed or unmixed products for therapeutic or prophylactic uses, put up in measured doses (including those in the form of transdermal administration systems) or in forms or packings for retail sale
	<b>3005</b>	Wadding, gauze, bandages and similar articles (for example, dressings, adhesive plasters, poultices), impregnated or coated with pharmaceutical substances or put up in forms or packings for retail sale for medical, surgical, dental or veterinary purposes
	<b>3006</b>	Pharmaceutical goods specified in note 4 to this chapter
<b>4</b>	<b>Aircraft (orders and deliveries)</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>8802</b>	Other aircraft (for example, helicopters, airplanes); spacecraft (including satellites) and suborbital and spacecraft launch vehicles
<b>5</b>	<b>Vehicles</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>8703</b>	Motor cars and other motor vehicles principally designed for the transport of persons (other than those of heading 8702), including station wagons and racing cars
	<b>8704</b>	Motor vehicles for the transport of goods
<b>6</b>	<b>Optical and medical instruments</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>9002</b>	Lenses, prisms, mirrors and other optical elements, of any material, mounted, being parts of or fittings for instruments or apparatus, other than such elements of glass not optically worked; parts and accessories thereof
	<b>9003</b>	Frames and mountings for spectacles, goggles or the like, and parts thereof
	<b>9011</b>	Compound optical microscopes, including those for photomicrography, cinemicrography or microprojection; parts and accessories thereof
	<b>9012</b>	Microscopes other than optical microscopes; diffraction apparatus; parts and accessories thereof
	<b>9018</b>	Instruments and appliances used in medical, surgical, dental or veterinary sciences, including scintigraphic apparatus, other electro-medical apparatus and sight-testing instruments; parts and accessories thereof
	<b>9019</b>	Mechano-therapy appliances; massage apparatus; psychological aptitude-testing apparatus; ozone therapy, oxygen therapy, aerosol therapy, artificial respiration or other therapeutic respiration apparatus; parts and accessories thereof
	<b>9020</b>	Other breathing appliances and gas masks, excluding protective masks having neither mechanical parts nor replaceable filters; parts and accessories thereof

9021	Orthopedic appliances, including crutches, surgical belts and trusses; splints and other fracture appliances; artificial parts of the body; hearing aids and other appliances which are worn or carried, or implanted in the body, to compensate for a defect or disability; parts and accessories thereof
9022	Apparatus based on the use of X-rays or of alpha, beta or gamma radiations, whether or not for medical, surgical, dental or veterinary uses, including radiography or radiotherapy apparatus, X-ray tubes and other X-ray generators, high tension generators, control panels and desks, screens, examination or treatment tables, chairs and the like; parts and accessories thereof
<b>7</b>	<b>Iron and steel</b>
<b>HS Code</b>	<b>Product Description</b>
7201	Pig iron and spiegeleisen in pigs, blocks or other primary forms
7202	Ferroalloys
7203	Ferrous products obtained by direct reduction of iron ore and other spongy ferrous products, in lumps, pellets or similar forms; iron having a minimum purity by weight of 99.94 percent, in lumps, pellets or similar forms
7204	Ferrous waste and scrap; remelting scrap ingots of iron or steel
7205	Granules and powders, of pig iron, spiegeleisen, iron or steel
7206	Iron and nonalloy steel in ingots or other primary forms (excluding iron of heading 7203)
7207	Semifinished products of iron or nonalloy steel
7208	Flat-rolled products of iron or nonalloy steel, of a width of 600 mm or more, hot-rolled, not clad, plated or coated
7209	Flat-rolled products of iron or nonalloy steel, of a width of 600 mm or more, cold-rolled (cold-reduced), not clad, plated or coated
7210	Flat-rolled products of iron or nonalloy steel, of a width of 600 mm or more, clad, plated or coated
7211	Flat-rolled products of iron or nonalloy steel, of a width of less than 600 mm, not clad, plated or coated
7212	Flat-rolled products of iron or nonalloy steel, of a width of less than 600 mm, clad, plated or coated
7213	Bars and rods, hot-rolled, in irregularly wound coils, of iron or nonalloy steel
7214	Other bars and rods of iron or nonalloy steel, not further worked than forged, hot-rolled, hot-drawn or hot-extruded, but including those twisted after rolling
7215	Other bars and rods of iron or nonalloy steel
7216	Angles, shapes and sections of iron or nonalloy steel
7217	Wire of iron or nonalloy steel
7218	Stainless steel in ingots or other primary forms; semi-finished products of stainless steel
7219	Flat-rolled products of stainless steel, of a width of 600 mm or more
7220	Flat-rolled products of stainless steel, of a width of less than 600 mm
7221	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel
7222	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel
7223	Wire of stainless steel
7224	Other alloy steel in ingots or other primary forms; semi-finished products of other alloy steel
7225	Flat-rolled products of other alloy steel, of a width of 600 mm or more
7226	Flat-rolled products of other alloy steel, of a width of less than 600 mm
7227	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel
7228	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or non-alloy steel
7229	Wire of other alloy steel
7301	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel
7302	Railway or tramway track construction material of iron or steel, the following rails, check-rails and rack rails, switch blades, crossing frogs, point rods and other crossing pieces, sleepers (cross-ties), fish-plates, chairs, chair wedges, sole plates (base plates), rail clips, bedplates, ties and other material specialized for jointing or fixing rails

	7303	Tubes, pipes and hollow profiles, of cast iron
	7304	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel
	7305	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross sections, the external diameter of which exceeds 406.4 mm, of iron or steel
	7307	Tube or pipe fittings (for example, couplings, elbows, sleeves), of iron or steel
<b>8</b>	<b>Other manufactured goods</b>	
	<b>HS Code</b>	<b>Product Description</b>
	2201	Waters, including natural or artificial mineral waters and aerated waters, not containing added sugar or other sweetening matter nor flavored; ice and snow
	2202	Waters, including mineral waters and aerated waters, containing added sugar or other sweetening matter or flavored, and other nonalcoholic beverages, not including fruit or vegetable juices of heading 2009
	2801	Fluorine, chlorine, bromine and iodine
	2802	Sulfur, sublimed or precipitated; colloidal sulfur
	2803	Carbon (carbon blacks and other forms of carbon not elsewhere specified or included)
	2804	Hydrogen, rare gases and other nonmetals (including solar-grade polysilicon)
	2805	Alkali or alkaline-earth metals; rare-earth metals, scandium and yttrium, whether or not intermixed or interalloyed; mercury
	2806	Hydrogen chloride (Hydrochloric acid); chlorosulfuric acid
	2807	Sulfuric acid; oleum
	2808	Nitric acid; sulfonitric acids
	2809	Diphosphorus pentoxide; phosphoric acid; polyphosphoric acids, whether or not chemically defined
	2810	Oxides of boron; boric acids
	2811	Other inorganic acids and other inorganic oxygen compounds of nonmetals
	2812	Halides and halide oxides of nonmetals
	2813	Sulfides of nonmetals; commercial phosphorus trisulfide
	2814	Ammonia, anhydrous or in aqueous solution
	2815	Sodium hydroxide (Caustic soda); potassium hydroxide (Caustic potash); peroxides of sodium or potassium
	2816	Hydroxide and peroxide of magnesium; oxides, hydroxides and peroxides, of strontium or barium
	2817	Zinc oxide; zinc peroxide
	2818	Artificial corundum, whether or not chemically defined; aluminum oxide; aluminum hydroxide
	2819	Chromium oxides and hydroxides
	2820	Manganese oxides
	2821	Iron oxides and hydroxides; earth colors containing 70 percent or more by weight of combined iron evaluated as Fe <sub>2</sub> O <sub>3</sub>
	2822	Cobalt oxides and hydroxides; commercial cobalt oxides
	2823	Titanium oxides
	2824	Lead oxides; red lead and orange lead
	2825	Hydrazine and hydroxylamine and their inorganic salts; other inorganic bases; other metal oxides, hydroxides and peroxides
	2826	Fluorides; fluorosilicates, fluoroaluminates and other complex fluorine salts
	2827	Chlorides, chloride oxides and chloride hydroxides; bromides and bromide oxides; iodides and iodide oxides
	2828	Hypochlorites; commercial calcium hypochlorite; chlorites; hypobromites
	2829	Chlorates and perchlorates; bromates and perbromates; iodates and periodates



2830	Sulfides; polysulfides, whether or not chemically defined
2831	Dithionites and sulfoxylates
2832	Sulfites; thiosulfates
2833	Sulfates; alums; peroxosulfates (persulfates)
2834	Nitrites; nitrates
2835	Phosphinates (hypophosphites), phosphonates (phosphites) and phosphates; polyphosphates, whether or not chemically defined
2836	Carbonates; peroxocarbonates (percarbonates); commercial ammonium carbonate containing ammonium carbamate
2837	Cyanides, cyanide oxides and complex cyanides
2839	Silicates; commercial alkali metal silicates
2840	Borates; peroxoborates (perborates)
2841	Salts of oxometallic or peroxometallic acids
2842	Other salts of inorganic acids or peroxyacids (including aluminosilicates whether or not chemically defined), other than azides
2843	Colloidal precious metals; inorganic or organic compounds of precious metals, whether or not chemically defined; amalgams of precious metals
2844	Radioactive chemical elements and radioactive isotopes (including the fissile or fertile chemical elements and isotopes) and their compounds; mixtures and residues containing these products
2845	Isotopes other than those of heading 2844; compounds, inorganic or organic, of such isotopes, whether or not chemically defined
2846	Compounds, inorganic or organic, of rare-earth metals, of yttrium or of scandium, or of mixtures of these metals
2847	Hydrogen peroxide, whether or not solidified with urea
2848	Phosphides, whether or not chemically defined, does not include ferrophosphorus
2849	Carbides, whether or not chemically defined
2850	Hydrides, nitrides, azides, silicides and borides, whether or not chemically defined, other than compounds which are also carbides of heading 2849
2852	Inorganic or organic compounds of mercury, whether or not chemically defined, excluding amalgams
2853	Other inorganic compounds (including distilled or conductivity water and water of similar purity); liquid air (whether or not rare gases have been removed); compressed air; amalgams, other than amalgams of precious metals
2901	Acyclic hydrocarbons
2902	Cyclic hydrocarbons
2903	Halogenated derivatives of hydrocarbons
2904	Sulfonated, nitrated or nitrosated derivatives of hydrocarbons, whether or not halogenated
2905	Acyclic alcohols and their halogenated, sulfonated, nitrated or nitrosated derivatives (excluding methanol, mannitol, and sorbitol)
2906	Cyclic alcohols and their halogenated, sulfonated, nitrated or nitrosated derivatives
2907	Phenols; phenol-alcohols
2908	Halogenated, sulfonated, nitrated or nitrosated derivatives of phenols or phenol-alcohols
2909	Ethers, ether-alcohols, ether-phenols, ether-alcohol-phenols, alcohol peroxides, ether peroxides, ketone peroxides (whether or not chemically defined), and their halogenated, sulfonated, nitrated or nitrosated derivatives
2910	Epoxydes, epoxyalcohols, epoxyphenols and epoxyethers, with a three-membered ring, and their halogenated, sulfonated, nitrated or nitrosated derivatives
2911	Acetals and hemiacetals, whether or not with other oxygen function, and their halogenated, sulfonated, nitrated or nitrosated derivatives
2912	Aldehydes, whether or not with other oxygen function; cyclic polymers of aldehydes; paraformaldehyde
2913	Halogenated, sulfonated, nitrated or nitrosated derivatives of products of heading 2912
2914	Ketones and quinones, whether or not with other oxygen function, and their halogenated, sulfonated, nitrated, or nitrosated derivatives
2915	Saturated acyclic monocarboxylic acids and their anhydrides, halides, peroxides and peroxyacids; their halogenated, sulfonated, nitrated or nitrosated derivatives

2916	Unsaturated acyclic monocarboxylic acids, cyclic monocarboxylic acids, their anhydrides, halides, peroxides and peroxyacids; their halogenated, sulfonated, nitrated or nitrosated derivatives
2917	Polycarboxylic acids, their anhydrides, halides, peroxides and peroxyacids; their halogenated, sulfonated, nitrated or nitrosated derivatives
2918	Carboxylic acids with additional oxygen function and their anhydrides, halides, peroxides and peroxyacids; their halogenated, sulfonated, nitrated or nitrosated derivatives
2919	Phosphoric esters and their salts, including lactophosphates; their halogenated, sulfonated, nitrated or nitrosated derivatives
2920	Esters of other inorganic acids of nonmetals (excluding esters of hydrogen halides) and their salts; their halogenated, sulfonated, nitrated or nitrosated derivatives
2921	Amine-function compounds
2922	Oxygen-function amino-compounds
2923	Quaternary ammonium salts and hydroxides; lecithins and other phosphoaminolipids, whether or not chemically defined
2924	Carboxamide-function compounds; amide-function compounds of carbonic acid
2925	Carboxyimide-function compounds (including saccharin and its salts) and imine-function compounds
2926	Nitrile-function compounds
2927	Diazo-, azo- or azoxy-compounds
2928	Organic derivatives of hydrazine or of hydroxylamine
2929	Compounds with other nitrogen function
2930	Organo-sulfur compounds
2931	Other organo-inorganic compounds
2932	Heterocyclic compounds with oxygen hetero-atom(s) only
2933	Heterocyclic compounds with nitrogen hetero-atom(s) only
2934	Nucleic acids and their salts, whether or not chemically defined; other heterocyclic compounds
2935	Sulfonamides
2936	Provitamins and vitamins, natural or reproduced by synthesis (including natural concentrates), derivatives thereof used primarily as vitamins, and intermixtures of the foregoing, whether or not in any solvent
2937	Hormones, prostaglandins, thromboxanes and leukotrienes, natural or reproduced by synthesis; derivatives and structural analogues thereof, including chain modified polypeptides, used primarily as hormones
2938	Glycosides, natural or reproduced by synthesis, and their salts, ethers, esters and other derivatives
2939	Alkaloids, natural or reproduced by synthesis, and their salts, ethers, esters and other derivatives
2940	Sugars, chemically pure, other than sucrose, lactose, maltose, glucose and fructose; sugar ethers, sugar acetals and sugar esters, and their salts, other than products of heading 2937, 2938 or 2939
2941	Antibiotics
2942	Other organic compounds
2933	Heterocyclic compounds with nitrogen hetero-atom(s) only
2934	Nucleic acids and their salts, whether or not chemically defined; other heterocyclic compounds
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2941	Antibiotics
2942	Other organic compounds
3303	Perfumes and toilet waters
3304	Beauty or make-up preparations and preparations for the care of the skin (other than medicaments), including sunscreen or sun tan preparations; manicure or pedicure preparations
3305	Preparations for use on the hair
3306	Preparations for oral or dental hygiene, including denture fixative pastes and powders; yarn used to clean between the teeth (dental floss), in individual retail packages
3307	Pre-shave, shaving or after-shave preparations, personal deodorants, bath preparations, depilatories and other perfumery, cosmetic or toilet preparations, not elsewhere specified or included; prepared room deodorizers, whether or not perfumed or having disinfectant properties
4401	Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms; wood in chips or particles; sawdust and wood waste and scrap, whether or not agglomerated in logs, briquettes, pellets or similar forms
4402	Wood charcoal (including shell or nut charcoal), whether or not agglomerated
4403	Wood in the rough, whether or not stripped of bark or sap- wood, or roughly squared
4404	Hoopwood; split poles; piles, pickets and stakes of wood, pointed but not sawn lengthwise; wooden sticks, roughly trimmed but not turned, bent or otherwise worked, suitable for the manufacture of walking-sticks, umbrellas, tool handles or the like; chipwood and the like
4405	Wood wool (excelsior); wood flour
4406	Railway or tramway sleepers (cross-ties) of wood
4407	Wood sawn or chipped lengthwise, sliced or peeled, whether or not planed, sanded or end-jointed, of a thickness exceeding 6 mm
4408	Sheets for veneering (including those obtained by slicing laminated wood), for plywood or for similar laminated wood and other wood, sawn lengthwise, sliced or peeled, whether or not planed, sanded, spliced or end-jointed, of a thickness not exceeding 6 mm
4409	Wood (including strips and friezes for parquet flooring, not assembled) continuously shaped (tongued, grooved, rebated, chamfered, V-jointed, beaded, molded, rounded or the like) along any of its edges, ends or faces, whether or not planed, sanded or end-jointed
4410	Particle board, oriented strand board (OSB) and similar board (for example, waferboard) of wood or other ligneous materials, whether or not agglomerated with resins or other organic binding substances
4411	Fiberboard of wood or other ligneous materials, whether or not bonded with resins or other organic substances
4412	Plywood, veneered panels and similar laminated wood
4413	Densified wood, in blocks, plates, strips or profile shapes
4414	Wooden frames for paintings, photographs, mirrors or similar objects
4415	Packing cases, boxes, crates, drums and similar packings, of wood; cable-drums, of wood; pallets, box-pallets and other load boards, of wood; pallet collars of wood
4416	Casks, barrels, vats, tubs and other coopers' products and parts thereof, of wood, including staves
4417	Tools, tool bodies, tool handles, broom or brush bodies and handles, of wood; boot or shoe lasts and trees, of wood
4418	Builders' joinery and carpentry of wood, including cellular wood panels and assembled flooring panels; shingles and shakes
4419	Tableware and kitchenware, of wood
4420	Wood marquetry and inlaid wood; caskets and cases for jewelry or cutlery and similar articles, of wood; statuettes and other ornaments, of wood; wooden articles of furniture not falling within chapter 94
4421	Other articles of wood
4501	Natural cork, raw or simply prepared; waste cork; crushed, granulated or ground cork
4503	Articles of natural cork
4504	Agglomerated cork (with or without a binding substance) and articles of agglomerated cork

4601	Plaits and similar products of plaiting materials, whether or not assembled into strips; plaiting materials, plaits and similar products of plaiting materials, bound together in parallel strands or woven, in sheet form, whether or not being finished articles (for example, mats, matting, screens)
4602	Basketwork, wickerwork and other articles, made directly to shape from plaiting materials or made up from articles of heading 4601; articles of loofah
8542	Electronic integrated circuits; parts thereof

2. Agriculture																											
9	Oilseeds																										
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	<b>1105</b>	Flour, meal flakes, granules and pellets of potatoes
	<b>1106</b>	Flour and meal of dried leguminous vegetables (hd. 0713), of sago or roots etc. (hd. 0714); flour, meal and powder of fruit and nuts etc. (ch. 8)
	<b>1107</b>	Malt, whether or not roasted
	<b>1108</b>	Starches; inulin
	<b>1109</b>	Wheat gluten, whether or not dried
<b>12</b>	<b>Cotton</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>5201</b>	Cotton, not carded or combed
	<b>5202</b>	Cotton waste (including yarn waste and garnetted stock)
	<b>5203</b>	Cotton, carded or combed
<b>13</b>	<b>Other agricultural commodities</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>0101</b>	Horses, asses, mules and hinnies, live
	<b>0102</b>	Bovine animals, live
	<b>0103</b>	Swine, live
	<b>0104</b>	Sheep and goats, live
	<b>0105</b>	Poultry, live; chickens, ducks, geese, turkeys and guineas
	<b>0106</b>	Animals, live, nesoi
	<b>0205</b>	Meat of horses, asses, mules or hinnies, fresh, chilled or frozen
	<b>0401</b>	Milk and cream, not concentrated nor containing added sweetening
	<b>0402</b>	Milk and cream, concentrated or containing added sweetening
	<b>0403</b>	Buttermilk, curdled milk and cream, yogurt, kephir etc., whether or not flavored etc. or containing added fruit or cocoa
	<b>0404</b>	Whey and other products consisting of natural milk constituents, whether or not concentrated or sweetened, nesoi
	<b>0405</b>	Butter and other fats and oils derived from milk
	<b>0406</b>	Cheese and curd
	<b>0407</b>	Birds' eggs, in shell, fresh, preserved or cooked
	<b>0408</b>	Birds' eggs, not in shell and egg yolks, fresh, dried, cooked by steam etc., molded, frozen or otherwise preserved, sweetened or not
	<b>0409</b>	Honey, natural
	<b>0410</b>	Edible products of animal origin, nesoi
	<b>0501</b>	Human hair, unworked, whether or not washed or scoured; waste of human hair
	<b>0502</b>	Pigs', hogs' or boars' bristles and hair; badger and other brushmaking hair; waste of such bristles or hair
	<b>0504</b>	Animal guts, bladders and stomachs (other than fish), whole and pieces thereof, fresh, chilled, frozen, salted, in brine, dried or smoked

<b>0505</b>	Bird skins and other feathered parts of birds, feathers and parts of feathers and down, not further worked than cleaned etc.
<b>0506</b>	Bones and horn-cores, unworked, defatted, simply prepared (not cut to shape), treated with acid etc.; powder and waste of these products
<b>0507</b>	Ivory, tortoise-shell, whalebone and whalebone hair, horns, hooves, claws etc., unworked or simply prepared, not cut to shape
<b>0510</b>	Ambergris, castoreum, civet and musk; cantharides; bile; glands and other animal products for use in pharmaceutical products, fresh, frozen, etc.
<b>0601</b>	Bulbs, tubers, tuberous roots, corms etc., dormant, in growth or in flower; chicory plants and roots for planting
<b>0602</b>	Live plants nesoi (including their roots), cuttings and slips; mushroom spawn
<b>0603</b>	Cut flowers and buds suitable for bouquets or ornamental purposes, fresh, dried, dyed, bleached, impregnated or otherwise prepared
<b>0604</b>	Foliage, branches, grasses, mosses etc. (no flowers or buds), for bouquets or ornamental purposes, fresh, dried, dyed, bleached etc.
<b>0701</b>	Potatoes (other than sweet potatoes), fresh or chilled
<b>0702</b>	Tomatoes, fresh or chilled
<b>0703</b>	Onions, shallots, garlic, leeks and other alliaceous vegetables, fresh or chilled
<b>0704</b>	Cabbages, cauliflower, kohlrabi, kale and similar edible brassicas, fresh or chilled
<b>0705</b>	Lettuce ( <i>lactuca sativa</i> ) and chicory ( <i>cichorium</i> spp.), fresh or chilled
<b>0706</b>	Carrots, turnips, salad beets, salsify, radishes and similar edible roots, fresh or chilled
<b>0707</b>	Cucumbers and gherkins, fresh or chilled
<b>0708</b>	Leguminous vegetables, shelled or unshelled, fresh or chilled
<b>0709</b>	Vegetables nesoi, fresh or chilled
<b>0710</b>	Vegetables (uncooked or cooked by steam or boiling water), frozen
<b>0711</b>	Vegetables provisionally preserved (by sulfur dioxide gas, in brine etc.), but unsuitable in that state for immediate consumption
<b>0712</b>	Vegetables, dried, whole, cut, sliced, broken or in powder, but not further prepared
<b>0713</b>	Leguminous vegetables, dried shelled
<b>0714</b>	Cassava ( <i>manioc</i> ), arrowroot, salep, jerusalem artichokes, sweet potatoes and similar roots etc. (high starch etc. content), fresh or dried; sago pith
<b>0801</b>	Coconuts, brazil nuts and cashew nuts, fresh or dried
<b>0802</b>	Nuts nesoi, fresh or dried
<b>0803</b>	Bananas, including plantains, fresh or dried
<b>0804</b>	Dates, figs, pineapples, avocados, guavas, mangoes and mangosteens, fresh or dried
<b>0805</b>	Citrus fruit, fresh or dried
<b>0806</b>	Grapes, fresh or dried
<b>0807</b>	Melons (including watermelons) and papayas ( <i>papaws</i> ), fresh
<b>0808</b>	Apples, pears and quinces, fresh
<b>0809</b>	Apricots, cherries, peaches (including nectarines), plums (including prune plums) and sloes, fresh

<b>0810</b>	Fruit nesoi, fresh
<b>0811</b>	Fruit and nuts (uncooked or cooked by steam or boiling water), whether not sweetened, frozen
<b>0812</b>	Fruit and nuts provisionally preserved (by sulfur dioxide gas, in brine etc.), but unsuitable in that state for immediate consumption
<b>0813</b>	Fruit, dried, nesoi (other than those of headings 0801 to 0806); mixtures of nuts or dried fruits of this chapter
<b>0814</b>	Peel of citrus fruit or melons (including watermelons), fresh, frozen, dried or provisionally preserved
<b>0901</b>	Coffee, whether or not roasted or decaffeinated; coffee husks and skins; coffee substitutes containing coffee
<b>0902</b>	Tea, whether or not flavored
<b>0903</b>	Mate
<b>0904</b>	Pepper of the genus piper; fruits of the genus capsicum (peppers) or of the genus pimenta, dried, crushed or ground
<b>0905</b>	Vanilla
<b>0906</b>	Cinnamon and cinnamon-tree flowers
<b>0907</b>	Cloves (whole fruit, cloves and stems)
<b>0908</b>	Nutmeg, mace and cardamons
<b>0909</b>	Seeds of anise, badian, fennel, coriander, cumin or caraway; juniper berries
<b>0910</b>	Ginger, saffron, tumeric (curcuma), thyme, bay leaves, curry and other spices
<b>1002</b>	Rye
<b>1202</b>	Peanuts (ground-nuts), not roasted or otherwise cooked, whether or not shelled or broken
<b>1203</b>	Copra
<b>1204</b>	Flaxseed (linseed), whether or not broken
<b>1205</b>	Rape or colza seeds, whether or not broken
<b>1206</b>	Sunflower seeds, whether or not broken
<b>1207</b>	Oil seeds and oleaginous fruits nesoi, whether or not broken
<b>1208</b>	Flours and meals of oil seeds or oleaginous fruits, other than those of mustard
<b>1209</b>	Seeds, fruit and spores, of a kind used for sowing
<b>1210</b>	Hop cones, fresh or dried, whether or not ground, powdered or in the form of pellets; lupulin
<b>1211</b>	Plants and parts of plants (including seeds and fruits), used in perfumery, pharmacy, or for insecticidal or similar purposes, fresh or dried
<b>1212</b>	Locust beans, seaweeds etc., sugar beet and sugar cane; fruit stones and kernels and other vegetable products used for human consumption, nesoi
<b>1213</b>	Cereal straw and husks, unprepared, whether or not chopped, ground, pressed or in the form of pellets
<b>1214</b>	Rutabagas (swedes), mangolds, hay, alfalfa (lucerne), clover, forage kale, lupines and similar forage products, whether or not in the form of pellets
<b>1301</b>	Lac; natural gums, resins, gum-resins and balsams
<b>1302</b>	Vegetable saps and extracts; pectic substances, pectinates and pectates; agar-agar and other mucilages and thickeners, derived from vegetable products

1401	Vegetable materials used primarily for plaiting, including bamboos, rattans, reeds, rushes, osier, raffia, processed cereal straw and lime bark
1404	Vegetable products, nesoi
1501	Pig fat (including lard) and poultry fat, other than of heading 0209 or 1503
1502	Fats of bovine animals, sheep or goats, other than those of heading 1503
1503	Lard stearin, lard oil, oleostearin, oleo-oil and tallow oil, not emulsified or mixed or otherwise prepared
1505	Wool grease and fatty substances derived therefrom, including lanolin
1506	Animal fats and oils and their fractions, nesoi, whether or not refined, but not chemically modified
1507	Soybean oil and its fractions, whether or not refined, but not chemically modified
1508	Peanut (ground-nut) oil and its fractions, whether or not refined, but not chemically modified
1509	Olive oil and its fractions, whether or not refined, but not chemically modified
1510	Olive-residue oil and blends of olive oil and oil-residue oil, not chemically modified
1511	Palm oil and its fractions, whether or not refined, but not chemically modified
1512	Sunflower-seed, safflower or cottonseed oil, and their fractions, whether or not refined, but not chemically modified
1513	Coconut (copra), palm kernel or babassu oil and their fractions, whether or not refined, but not chemically modified
1514	Rapeseed, colza or mustard oil and their fractions, whether or not refined, but not chemically modified
1515	Fixed vegetable fats and oils (including jojoba oil) and their fractions, whether or not refined, but not chemically modified
1516	Animal or vegetable fats and oils and their fractions, partly or wholly hydrogenated etc., whether or not refined, but not further prepared
1517	Margarine; edible mixtures or preparations of animal or vegetable fats or oils or of fractions of different specified fats and oils
1518	Animal or vegetable fats, oils and their fractions, boiled, oxidized, etc.; inedible mixes or preparations of animal or vegetable fats and oils, nesoi
1520	Glycerol (glycerine), whether or not pure; glycerol waters and glycerol lyes
1521	Vegetable waxes (other than triglycerides), beeswax, other insect waxes and spermaceti, whether or not refined or colored
1522	Degras; residues resulting from the treatment of fatty substances or animal or vegetable waxes
1701	Cane or beet sugar and chemically pure sucrose, in solid form
1702	Sugars nesoi, including chemically pure lactose, maltose, glucose and fructose in solid form; sugar syrups (plain); artificial honey; caramel
1703	Molasses resulting from the extraction or refining of sugar
1704	Sugar confectionary (including white chocolate), not containing cocoa
1801	Cocoa beans, whole or broken, raw or roasted
1802	Cocoa shells, husks, skins and other cocoa waste
1803	Cocoa paste, whether or not defatted
1804	Cocoa butter, fat and oil



1805	Cocoa powder, not containing added sugar or other sweetening matter
1806	Chocolate and other food preparations containing cocoa
1901	Malt extract; food preparations of flour, meal etc. containing under 40% cocoa nesoi; food preparations of milk etc. containing under 50% cocoa nesoi
1902	Pasta, whether or not cooked or stuffed or otherwise prepared, including spaghetti, lasagna, noodles etc.; couscous, whether or not prepared
1903	Tapioca and substitutes therefor prepared from starch, in the form of flakes, grains, pearls, siftings or similar forms
1904	Prepared foods from swelling or roasting cereals or products; cereals (excluding corn), in grain form flakes or worked grain prepared nesoi
1905	Bread, pastry, cakes, biscuits and other bakers' wares; communion wafers, empty capsules for medicine etc., sealing wafers, rice paper etc.
2001	Vegetables, fruit, nuts and other edible parts of plants, prepared or preserved by vinegar or acetic acid
2002	Tomatoes prepared or preserved otherwise than by vinegar or acetic acid
2003	Mushrooms and truffles, prepared or preserved otherwise than by vinegar or acetic acid
2004	Vegetables, other than tomatoes, mushrooms and truffles, prepared or preserved otherwise than by vinegar or acetic acid, frozen, excluding products of 2006
2005	Vegetables, other than tomatoes, mushrooms and truffles, prepared or preserved otherwise than by vinegar or acetic acid, not frozen excluding products of 2006
2006	Vegetables, fruit, nuts, fruit-peel and other parts of plants preserved by sugar (drained, glaze or crystallized)
2007	Jams, fruit jellies, marmalades, fruit or nut puree and fruit or nut pastes, being cooked preparations, whether or not containing added sweetening
2008	Fruit, nuts and other edible parts of plants, otherwise prepared or preserved, whether or not containing added sweetening or spirit, nesoi
2009	Fruit juices not fortified with vitamins or minerals (including grape must) & vegetable juices, unfermented & not containing added spirit, whether or not containing added sweetening
2101	Extracts, essences and concentrates of coffee, tea or mate and preparations thereof; roasted chicory etc. and its extracts, essences and concentrates
2102	Yeasts; other single-cell micro-organisms, dead (other than medicinal vaccines of heading 3002); prepared baking powders
2103	Sauces and preparations therefor; mixed condiments and mixed seasonings; mustard flour and meal and prepared mustard
2104	Soups and broths and preparations therefor; homogenized composite food preparations
2105	Ice cream and other edible ice, whether or not containing cocoa
2106	Food preparations not elsewhere specified or included
2203	Beer made from malt
2204	Wine of fresh grapes, including fortified wines; grape must other than that of heading 2009
2205	Vermouth and other wine of fresh grapes flavored with plants or aromatic substances
2206	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
2207	Undenatured ethyl alcohol of an alcoholic strength by volume of 80 percent vol. or higher; ethyl alcohol and other spirits, denatured, of any strength
2208	Undenatured ethyl alcohol of an alcoholic strength by volume of less than 80 percent vol.; spirits, liqueurs and other spirituous beverages
2209	Vinegar and substitutes for vinegar obtained from acetic acid
2301	Flours, meals and pellets, of meat or meat offal, of fish or of crustaceans, mollusks or other aquatic invertebrates, unfit for human consumption; greaves (cracklings)

2302	Bran, sharps and other residues (in pellets or not), derived from the sifting, milling or other working of cereals or leguminous plants
2303	Residues of starch manufacture and other residues and waste of sugar manufacture, brewing or distilling dregs and waste, whether or not in pellets
2304	Soybean oilcake and other solid residues resulting from the extraction of soy bean oil, whether or not ground or in the form of pellets
2305	Peanut (ground-nut) oilcake and other solid residues resulting from the extraction of peanut (ground-nut) oil, whether or not ground or in pellets
2306	Oilcake and other solid residues (in pellets or not), resulting from the extraction of vegetable fats or oils (except from soybeans or peanuts), nesoi
2307	Wine lees; argol
2308	Vegetable materials and waste, vegetable residues and by-products (in pellets or not), used in animal feeding, nesoi
2309	Preparations of a kind used in animal feeding
2401	Tobacco, unmanufactured (whether or not threshed or similarly processed); tobacco refuse
2402	Cigars, cheroots, cigarillos and cigarettes, of tobacco or of tobacco substitutes
2403	Tobacco and tobacco substitute manufactures, nesoi; homogenized or reconstituted tobacco; tobacco extracts and essences
290543/ 290544	Acyclic alcohols and their halogenated, sulfonated, nitrated or nitrosated derivatives
3301	Essential oils, concentrates and absolutes; resinoid; extracted oleoresins; concentrations of essential oils and terpenic byproducts; aqueous solutions etc. of essential oil
3302	Mixtures of odoriferous substances and mixtures (including alcoholic solutions) with a basis of one or more of these substances, of a kind used as raw materials in industry; other preparations based on odoriferous substances, of a kind used for the manufacture of beverages
3501	Casein, caseinates and other casein derivatives; casein glues
3502	Albumins (including concentrates with two or more whey proteins, containing by weight more than 80% whey proteins calculated on dry matter), albuminates & other albumin derivatives
3503	Gelatin (including gelatin in rectangular or square sheets) and gelatin derivatives; isinglass; other glue of animal origin (except casein glue) nesoi
3504	Peptones and derivatives; other proteins and derivatives, nesoi; hide powder, chromed or not
3505	Dextrins and other modified starches; glues based on starches, or on dextrins or other modified starches
380910	Finishing agents, dye carriers and other preparations (dressings, mordants etc.) used in the textile, paper, leather or like industries, nesoi
4101	Raw hides and skins of bovine or equine animals (fresh or preserved, but not tanned or further prepared), whether or not dehaired or split
4102	Raw skins of sheep or lambs, other than astrakhan, broadtail, caracul or similar skins (fresh or preserved, but not tanned or further prepared)
4103	Raw hides and skins nesoi (fresh or preserved, but not tanned or further prepared), whether or not dehaired or split
4301	Raw furskins nesoi (other than raw hides and skins usually used for leather), including heads, tails and pieces or cuttings suitable for furriers' use
5001	Silkworm cocoons suitable for reeling
5002	Raw silk (not thrown)
5003	Silk waste (including cocoons unsuitable for reeling, yarn waste and garnetted stock)
5101	Wool, not carded or combed
5102	Fine or coarse animal hair, not carded or combed
5103	Waste of wool or of fine or coarse animal hair, including yarn waste but excluding garnetted stock
5301	Flax, raw or processed but not spun; flax tow and waste (including yarn waste and garnetted stock)

	<b>5302</b>	True hemp (cannabis sativa L.), raw or processed but not spun; tow and waste of true hemp (including yarn waste and garnetted stock)
<b>14</b>	<b>Seafood</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>0301</b>	Live fish
	<b>0302</b>	Fish, fresh or chilled, excluding fish fillets and other fish meat of heading 0304
	<b>0303</b>	Fish, frozen, excluding fish fillets and other fish meat of heading 0304
	<b>0304</b>	Fish fillets and other fish meat (whether or not minced), fresh, chilled or frozen
	<b>0305</b>	Fish, dried, salted or in brine; smoked fish, whether or not cooked before or during the smoking process; flours, meals and pellets of fish, fit for human consumption
	<b>0306</b>	Crustaceans, whether in shell or not, live, fresh, chilled, frozen, dried, salted or in brine; smoked crustaceans, whether in shell or not, whether or not cooked before or during the smoking process; crustaceans, in shell, cooked by steaming or by boiling in water, whether or not chilled, frozen, dried, salted or in brine; flours, meals and pellets of crustaceans, fit for human consumption
	<b>0307</b>	Molluscs, whether in shell or not, live, fresh, chilled, frozen, dried, salted or in brine; smoked molluscs, whether in shell or not, whether or not cooked before or during the smoking process; flours, meals and pellets of molluscs, fit for human consumption
	<b>0308</b>	Aquatic invertebrates other than crustaceans and molluscs, live, fresh, chilled, frozen, dried, salted or in brine; smoked aquatic invertebrates other than crustaceans and molluscs, whether or not cooked before or during the smoking process; flours, meals and pellets of aquatic invertebrates other than crustaceans and molluscs, fit for human consumption
	<b>1604</b>	Prepared or preserved fish; caviar and caviar substitutes prepared from fish eggs
	<b>1605</b>	Crustaceans, molluscs and other aquatic invertebrates, prepared or preserved

<b>3. Energy</b>		
<b>15</b>	<b>Liquefied natural gas</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>271111</b>	Liquefied natural gas
<b>16</b>	<b>Crude oil</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>2709</b>	Petroleum oils and oils obtained from bituminous minerals, crude
<b>17</b>	<b>Refined products</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>271112</b>	Liquefied propane
	<b>271113</b>	Liquefied butane
	<b>27111990</b>	Other unlisted liquefied petroleum gases and gaseous hydrocarbons
	<b>271311</b>	Uncalcined petroleum coke
	<b>271312</b>	Calcined petroleum coke
	<b>271012250</b>	Naphtha (Excluding Motor Fuel), blend Stock not containing biodiesel
	<b>290511</b>	Methanol
<b>18</b>	<b>Coal</b>	
	<b>HS Code</b>	<b>Product Description</b>
	<b>2701</b>	Coal; briquettes, ovoids and similar solid fuels manufactured from coal

4. Services			
<b>19</b>	<b>Charges for use of IP</b>		
	<b>BMP6 Category <sup>a</sup></b>	<b>BEA Line Number <sup>b</sup></b>	<b>BEA Category</b>
	Charges for use of IP	29	Industrial processes
		30	Computer software
		31	Trademarks
		32	Franchise fees
		33	Audio-visual and related products
		37	Other
<b>20</b>	<b>Business travel and tourism</b>		
	<b>BMP6 Category</b>	<b>BEA Line Number</b>	<b>BEA Category</b>
	Travel (for all purposes including education)	13	Education-related travel
		14	Other business travel and other personal travel
<b>21</b>	<b>Financial services and insurance</b>		
	<b>BMP6 Category</b>	<b>BEA Line Number</b>	<b>BEA Category</b>
	Financial services	21	Financial services
	Insurance services	16	Direct insurance and auxiliary insurance services
		17	Reinsurance
<b>22</b>	<b>Other services</b>		
	<b>BMP6 Category</b>	<b>BEA Line Number</b>	<b>BEA Category</b>
	Maintenance and repair	2	Maintenance and repair
	Transport	3	Transport
	Other business services	47	Research and development
		48	Professional and management consulting
		53	Technical, trade-related, and other business services
<b>23</b>	<b>Cloud and related services</b>		
	<b>BMP6 Category</b>	<b>BEA Line Number</b>	<b>BEA Category</b>
	Information services	66	Data hosting, processing, and related services
	Telecommunication, computer, and information services	43	Telecommunications services
		44	Computer services
		45	Information services

<sup>a</sup> “BMP6 Category” refers to the services listed in the IMF’s Balance of Payments Manual 6, Table 10.1 (“Overview of the Goods and Services Account”).

<sup>b</sup> “BEA Line Number” refers to the line number in U.S. Bureau of Economic Analysis Table 2.3 (“U.S. Trade in Services, by Country of Affiliation and by Type of Service”), with one exception: line number 66, which corresponds to the BEA Category for “Data hosting, processing, and related services,” is found in U.S. Bureau of Economic Analysis Table 4.1 (“U.S. Services Supplied to Foreign Persons by U.S. Multinational Enterprises through their Majority-Owned Foreign Affiliates, by Industry of Affiliate and by Country of Affiliate”).



## CHAPTER 7

### BILATERAL EVALUATION AND DISPUTE RESOLUTION

#### Article 7.1: Bilateral Evaluation and Dispute Resolution Arrangement

1. To ensure prompt and effective implementation of this Agreement, the Parties establish the following Bilateral Evaluation and Dispute Resolution Arrangement (the “Arrangement”).

2. The purpose and mandate of the Arrangement are to effectively implement this Agreement, to resolve issues in the economic and trade relationship of the Parties in a fair, expeditious, and respectful manner, and to avoid the escalation of economic and trade disputes and their impact on other areas of the Parties’ relationship. The Parties recognize the importance of strengthened bilateral communications in this effort.

#### Article 7.2: Arrangement Structure

1. **High-level Engagement.** The Parties shall create the Trade Framework Group to discuss the implementation of this Agreement, which shall be led by the United States Trade Representative and a designated Vice Premier of the People’s Republic of China. The Trade Framework Group shall discuss (a) the overall situation regarding implementation of this Agreement, (b) major problems with respect to implementation, and (c) arrangements for future work between the Parties. The Parties shall resume macroeconomic meetings to discuss overall economic issues, which shall be led by the United States Secretary of the Treasury and the designated Vice Premier of the People’s Republic of China. Both Parties shall make every effort to ensure that meetings of the Trade Framework Group and the macroeconomic meetings are efficient and oriented toward solving problems.

2. **Daily Work.** The Arrangement shall include a Bilateral Evaluation and Dispute Resolution Office for each Party.

- (a) For the United States, the Bilateral Evaluation and Dispute Resolution Office shall be headed by a designated Deputy United States Trade Representative. For China, the Bilateral Evaluation and Dispute Resolution Office shall be headed by a designated Vice Minister under the designated Vice Premier.
- (b) Each Party shall designate an official (the “designated official”) to assist in the work of the Arrangement. By the date of entry into force of this Agreement, each Party shall provide the contact information of its respective designated official. Each Party shall update such information as necessary.
- (c) The Bilateral Evaluation and Dispute Resolution Offices shall (a) assess specific issues relating to implementation of this Agreement, (b) receive complaints regarding implementation submitted by either Party, and (c) attempt to resolve disputes through consultations. In carrying out its work, each Bilateral Evaluation

and Dispute Resolution Office may consult with government agencies with relevant expertise.

### **Article 7.3: Requests for Information**

A Party may request at any meeting, or prior to a meeting, information from the other Party regarding a matter relating to the implementation of this Agreement. The other Party shall provide a written response containing the requested information. In the event that a Party is not able to provide the requested information, the response shall contain a specific explanation of why the information cannot be provided within the time limit and the specific date when the information will be provided. Nothing in this provision shall obligate a Party to provide confidential information to the other Party.

### **Article 7.4: Dispute Resolution**

1. **Appeal.** Where one Party (the “Complaining Party”) believes that the other Party (the “Party Complained Against”) is not acting in accordance with this Agreement, the Complaining Party may submit an appeal (“Appeal”) to the Bilateral Evaluation and Dispute Resolution Office of the Party Complained Against. An Appeal shall be in writing and shall contain sufficient information to allow the Party Complained Against to make a proper assessment of the matter. The Appeal may, but need not, include information that could identify any company at issue or business confidential information. The Appeal and any information and matters related to it are confidential and shall not be shared beyond the Bilateral Evaluation and Dispute Resolution Office, absent the agreement of the Parties.

#### **2. Scope of Appeal.**

- (a) The dispute resolution process covers all matters that occur after the date of entry into force of this Agreement.
- (b) Any measure, including an action, of a Party taken prior to the date of entry into force of this Agreement, which is maintained or continues to have effect after that date, is also subject to the dispute resolution process. For an Appeal of such a measure, the Complaining Party shall provide to the Party Complained Against an explanation of the continuing effect of the measure.

3. **Assessment.** The Party Complained Against shall carry out and complete an assessment of the Appeal. The Party Complained Against shall consider the facts, nature, and seriousness of the issues presented by the Appeal. After the assessment is completed, the designated officials shall begin consultations.

4. **Dispute Procedures.** Both Parties will attempt to resolve the Appeal in the most efficient manner using the following procedures:

- (a) If the Appeal cannot be resolved by the designated officials, the concerns may be raised to the designated Deputy United States Trade Representative and the

designated Vice Minister. If the Appeal is not resolved at the deputy or vice-ministerial level, the Complaining Party may present the issue to the United States Trade Representative and the designated Vice Premier of the People's Republic of China.

- (b) If the concerns of the Complaining Party are not resolved at a meeting between the United States Trade Representative and the designated Vice Premier of the People's Republic of China, the Parties shall engage in expedited consultations on the response to the damages or losses incurred by the Complaining Party. If the Parties reach consensus on a response, the response shall be implemented. If the Parties do not reach consensus on a response, the Complaining Party may resort to taking action based on facts provided during the consultations, including by suspending an obligation under this Agreement or by adopting a remedial measure in a proportionate way that it considers appropriate with the purpose of preventing the escalation of the situation and maintaining the normal bilateral trade relationship. The Party Complained Against can initiate an urgent meeting between the United States Trade Representative and the designated Vice Premier of the People's Republic of China before the effective date of the action to be taken by the Complaining Party. If the Party Complained Against considers that the action by the Complaining Party pursuant to this subparagraph was taken in good faith, the Party Complained Against may not adopt a counter-response, or otherwise challenge such action. If the Party Complained Against considers that the action of the Complaining Party was taken in bad faith, the remedy is to withdraw from this Agreement by providing written notice of withdrawal to the Complaining Party.

5. Notwithstanding the provisions of subparagraph 4(a), if either the United States Trade Representative or the designated Vice Premier of the People's Republic of China considers that an implementation issue is a matter of urgency, either one may raise the matter directly at a meeting between them without prior discussions at lower level meetings. If such a meeting cannot be timely scheduled for this purpose, the Complaining Party may resort to taking action as provided in subparagraph 4(b).

#### **Article 7.5: Implementation Period**

The Arrangement shall be in effect at the same time as this Agreement and shall remain in place as long as this Agreement is in effect. The Parties may assess the Arrangement and discuss any necessary adjustments to it at Trade Framework Group meetings.

#### **Article 7.6: Miscellaneous**

1. The Parties affirm their existing rights and obligations with respect to each other under the WTO Agreement and other agreements to which the Parties are party.



2. In the event that a natural disaster or other unforeseeable event outside the control of the Parties delays a Party from timely complying with its obligations under this Agreement, the Parties shall consult with each other.

## **Annex 7-A**

### **WORKING PROCEDURES OF THE BILATERAL EVALUATION AND DISPUTE RESOLUTION ARRANGEMENT**

#### **Schedule of Meetings**

1. Meetings of the Trade Framework Group shall be held every six months.
2. The macroeconomic meetings shall be held regularly.
3. The heads of each Party's Bilateral Evaluation and Dispute Resolution Office shall meet on a quarterly basis.
4. The designated officials of each Party shall meet at least once a month.
5. During the first two years after this Agreement enters into force, the frequency of meetings may be increased as appropriate. Meetings may be held in person or through any means available to the Parties.

#### **Responses to Requests for Information**

Pursuant to Article 7.3, a Party shall respond within 15 working days to any requests for information from the other Party.

#### **Dispute Resolution Timeline**

1. Pursuant to Article 7.4.3, the Party Complained Against shall have 10 working days from the date of the receipt of the Appeal to carry out and complete an assessment of the Appeal.
2. Pursuant to Article 7.4.4(a):
  - a. The designated officials shall have 21 calendar days from the date of the receipt of the Appeal to reach a resolution.
  - b. If the Appeal is not resolved by the designated officials, the designated Deputy United States Trade Representative and the designated Vice Minister shall have 45 calendar days from the date of the receipt of the Appeal to reach a resolution.
  - c. If the Appeal is not resolved at the deputy or vice-ministerial level and the Complaining Party presents the issue to the United States Trade Representative and the designated Vice Premier of the People's Republic of China, these officials shall hold a meeting within 30 calendar days from the date the Complaining Party requests such a meeting.

3. Pursuant to Article 7.4.5, if either the United States Trade Representative or the designated Vice Premier of the People's Republic of China requests to meet on a matter of urgency, a meeting shall be scheduled within 30 calendar days from the date of receipt of that request.

4. The Parties may agree, in writing, to extend the time periods set forth in this Annex.

5. The calculation of working days in this Annex is based on the official calendar of the government of the Party Complained Against.

## **CHAPTER 8**

### **FINAL PROVISIONS**

#### **Article 8.1: Annexes, Appendices, and Footnotes**

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

#### **Article 8.2: Amendments**

1. The Parties may agree, in writing, to amend this Agreement.
2. An amendment shall enter into force 60 days after the date on which the Parties exchange written notifications of the approval of the amendment in accordance with their respective applicable domestic procedures, or such other date as the Parties may decide.

#### **Article 8.3: Entry into Force and Termination**

1. This Agreement shall enter into force within 30 days of signature by both Parties or as of the date on which the Parties have notified each other in writing of the completion of their respective applicable domestic procedures, whichever is sooner.
2. Either Party may terminate this Agreement by providing written notice of termination to the other Party. The termination shall take effect 60 days after the date on which a Party has provided that written notice to the other Party, or on such other date as the Parties may decide.

#### **Article 8.4: Further Negotiations**

The Parties will agree upon the timing of further negotiations.

#### **Article 8.5: Notice and Comment on Implementing Measures**

Except as otherwise provided in this Agreement, each Party shall provide no less than 45 days for public comment on all proposed measures implementing this Agreement. Each Party

shall consider concerns raised by the other Party in any final measure or amendment intended to implement this Agreement.

**Article 8.6: Authentic Texts**

The English and Chinese versions of this Agreement are equally authentic.

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

**DONE** in duplicate at

Washington, District of Columbia, on January 15, 2020.

**FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:**

**FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF CHINA:**

January 15, 2020

Ambassador Gregg Doud  
Chief Agricultural Negotiator  
Office of the U.S. Trade Representative  
600 17<sup>th</sup> Street, N.W.  
Washington, D.C. 20250

Dear Ambassador Doud,

I have the honor to confirm the following agreement reached between representatives of the Government of the People's Republic of China ("China") and representatives of the Government of the United States of America ("United States"):

China shall not require certification for low risk food products from the United States, including all U.S. products considered by the United States to be highly processed, shelf-stable food products.

Additionally, China shall participate in the electronic working group established by the Codex Alimentarius Commission Committee on Food Import and Export Inspection and Certification Systems on food fraud and food integrity.

I have the honor to propose that this letter and your letter in reply confirming that your Government shares this agreement shall constitute an agreement between our two governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Economic and Trade Agreement Between the Government of the People's Republic of China and the Government of the United States of America, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.

Sincerely,

Vice Minister Han Jun

January 15, 2020

Vice Minister Han Jun  
Ministry of Agriculture and Rural Affairs  
11 Nongzhanguan Nanli  
Beijing 100125  
People's Republic of China

Dear Vice Minister Han,

I am pleased to acknowledge your letter of January 15, 2020, which reads as follows:

I have the honor to confirm the following agreement reached between representatives of the Government of the People's Republic of China ("China") and representatives of the Government of the United States of America ("United States"):

China shall not require certification for low risk food products from the United States, including all U.S. products considered by the United States to be highly processed, shelf-stable food products.

Additionally, China shall participate in the electronic working group established by the Codex Alimentarius Commission Committee on Food Import and Export Inspection and Certification Systems on food fraud and food integrity.

I have the honor to propose that this letter and your letter in reply confirming that your Government shares this agreement shall constitute an agreement between our two governments which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Economic and Trade Agreement Between the Government of the People's Republic of China and the Government of the United States of America, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.

I have the further honor to confirm that my Government shares this agreement and that your letter and this letter in reply shall constitute an agreement between our governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Economic and Trade Agreement Between the Government of the United States of America and the Government of the People's Republic of China, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.

Sincerely,

Ambassador Gregg Doud  
Chief Agricultural Negotiator



January 15, 2020

Ambassador Gregg Doud  
Chief Agricultural Negotiator  
Office of the U.S. Trade Representative  
600 17<sup>th</sup> Street, N.W.  
Washington, D.C. 20250

Dear Ambassador Doud,

I have the honor to confirm the following agreement reached between representatives of the Government of the People's Republic of China ("China") and representatives of the Government of the United States of America ("United States"):

Based on its previously-concluded assessment of the U.S. aquatic-product regulatory system, China shall, upon entry into force of the Economic and Trade Agreement Between the Government of the People's Republic of China and the Government of the United States of America, dated January 15, 2020 (the "Trade Agreement"), approve the importation into China from the United States of the aquatic species listed in Attachment 1 of this letter.

China shall, within 5 working days of the date of entry into force of the Trade Agreement, include the 23 U.S. feed additives, premixes, and compound feed products listed in Attachment 2 of this letter on China's list of Traditionally Traded Products and allow imports into China from the United States of those feed additives, premixes, and compound feed products.

I have the honor to propose that this letter and your letter in reply confirming that your Government shares this agreement shall constitute an agreement between our two governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Trade Agreement, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.

Sincerely,

Vice Minister Han Jun

January 15, 2020

Vice Minister Han Jun  
Ministry of Agriculture and Rural Affairs  
11 Nongzhanguan Nanli  
Beijing 100125  
People's Republic of China

Dear Vice Minister Han,

I am pleased to acknowledge your letter of January 15, 2020, which reads as follows:

I have the honor to confirm the following agreement reached between representatives of the Government of the People's Republic of China ("China") and representatives of the Government of the United States of America ("United States"):

Based on its previously-concluded assessment of the U.S. aquatic-product regulatory system, China shall, upon entry into force of the Economic and Trade Agreement Between the Government of the People's Republic of China and the Government of the United States of America, dated January 15, 2020 (the "Trade Agreement"), approve the importation into China from the United States of the aquatic species listed in Attachment 1 of this letter.

China shall, within 5 working days of the date of entry into force of the Trade Agreement, include the 23 U.S. feed additives, premixes, and compound feed products listed in Attachment 2 of this letter on China's list of Traditionally Traded Products and allow imports into China from the United States of those feed additives, premixes, and compound feed products.

I have the honor to propose that this letter and your letter in reply confirming that your Government shares this agreement shall constitute an agreement between our two governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Trade Agreement, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.

I have the further honor to confirm that my Government shares this agreement and that your letter and this letter in reply shall constitute an agreement between our governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Economic and Trade Agreement Between the Government of the United States of America and the Government of the People's Republic of China, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.

Sincerely,

Ambassador Gregg Doud  
Chief Agricultural Negotiator

Attachment 1: U.S. Aquatic Species List

<u>Aquatic Species</u>	<u>Scientific Name</u>	<u>Product Name</u>
Antarctic Krill	<i>Euphausia superba</i>	Antarctic Krill Oil
Chinook/King Salmon	<i>Oncorhynchus tshawytscha</i>	Fish Oil
Chum Salmon	<i>Oncorhynchus keta</i>	Fish Oil
Coho Salmon	<i>Oncorhynchus kisutch</i>	Fish Oil
Pink Salmon	<i>Oncorhynchus gorbuscha</i>	Fish Oil
Sockeye Salmon	<i>Oncorhynchus nerka</i>	Fish Oil
Freshwater Drum	<i>Aplodinotus grunniens</i>	Frozen Freshwater Drum Fish
Bowfin Roe	<i>Amia calva</i>	Frozen Bowfin Roe
White Shrimp	<i>Litopenaeus setiferus</i>	Frozen Shrimp
Western White Shrimp	<i>Litopenaeus occidentalis</i>	Frozen Shrimp
Southern White Shrimp	<i>Litopenaeus schmitti</i>	Frozen Shrimp
Alaska Skate, Skate wings	<i>Bathyraja pramifera</i>	Alaska Skate, Skate wings
Conch Meats	<i>Busycon canaliculatum</i>	Conch Meats
Conch Meats	<i>Busycoptus canaliculatus</i>	Conch Meats
Conch Meats	<i>Busycon carica</i>	Conch Meats
Harlequin Rockfish	<i>Sebastes variegatus</i>	Frozen fillet
Yellow Tail Rockfish	<i>Sebastes flavidus</i>	Frozen fillet
Widow Rockfish	<i>Sebastes entomelas</i>	Frozen fillet
Shortraker Rockfish	<i>Sebastes borealis</i>	Frozen fillet
Rougheye Rockfish	<i>Sebastes aleutianus</i>	Frozen fillet
Black Rockfish	<i>Sebastes melanops</i>	Frozen fillet
Redbanded Rockfish	<i>Sebastes babcocki</i>	Frozen fillet
Redstripe Rockfish	<i>Sebastes proriger</i>	Frozen fillet
American Shad	<i>Alosa sapidissima</i>	Frozen/chilled
Pollock (oil)	<i>Gadus chalcogrammus</i>	Fish Oil
Pollock (oil)	<i>Theragra chalcogramma</i>	Fish Oil
Pacific whiting (oil)	<i>Merluccius productus</i>	Fish Oil

Attachment 2: Traditionally Traded Products

序号 No.	批准号 Register Number	生产加工企业名称 Establishment Name	产品名称 Product Name	产品用途 Usage of Product	原料 Raw Material
1		美国 ACG 产品有限公司 ACG Products Ltd., USA	饲料宝 Feed Bond	饲料抗结块剂 Anti-caking Agent 所有动物 All animal	水合硅铝酸钠钙 Hydrated Sodium Calcium Aluminosilicate
2		美国奥特奇公司 Alltech Inc., USA	奥迈乐 Optimase	饲料添加剂尿素 Feed Additive Urea	尿素 Urea
3		美国奥特奇公司 Alltech Inc., USA	优知乐 Sow Advantage	母猪微量元素预混 合饲料 Trace Mineral Premix for Sow	矿物质饲料添加剂 Natural Minerals
4		美国生物系统有限公司 American Biosystems, Inc., USA	超益 Super Dairy, Combo	饲料添加剂 Feed Additive	酵母硒 Yeast
5		美国白尔康公司 Balchem Corporation, USA	妞舒 NitroShure	饲料添加剂尿素 Feed Additive Urea (Dairy cows)	尿素 Urea
6		美国 Biozyme 公司 BioZyme Incorporated	艾美福 AMAFERM	Enzyme Feed grade 养殖动物 (All species or categories of animals)	α-淀粉酶 (产自 米曲霉) α-Amylase (by Aspergillus Oryzae)
7		美国 Desert King 国际有限 公司 Desert King International Inc., USA	惠康宝-30 DK sarsaponin-30	饲料添加剂 Feed Additive 家禽和猪 (Poultry and Swine)	天然类固醇萨酒皂 角苷 (源自丝兰) Yucca (Yucca Schidigera) Extract
8		美国福蓝迪他生物集团有 限公司 Fron dita Biogroup, Inc., USA	益加 Super DFM Plus	混合型饲料添加剂 Mixed Feed Additive	微生物 Feed Additives Mixture Live Microorganisms
9		美国国际原料公司 International Ingredient Corporation	金乳 Gold Star Milk	蛋白饲料 Protein feed (Piglet and Calf)	奶粉与奶酪 Dried Milk and Dried Cheese
10		美国国际原料公司 International Ingredient Corporation	五星宝 Five Star Booster	能量饲料 Energy Feed (Piglets)	糖类食品副产品 Sugar Foods By- Product (Carbohydrates)
11		美国国际原料公司 International Ingredient Corporation	营养金奶粉 Nutri-Gold	蛋白质饲料 Protein Feed (Livestock, aquaculture and pet)	干奶粉 Dried Milk Powder
12		美国国际原料公司 International Ingredient Corporation	奇饲料 Cheese Plus Cheese	能量饲料 Energy Feed (Swine and calf)	干奶酪产品 Dried Cheese Product

13		美国国际原料公司 International Ingredient Corporation	巧饲粉 Milk Chocolate Product	能量饲料 Energy Feed (Swine and calf)	巧克力糖和巧克力牛奶巧饲粉 Chocolate Candy & Dried Chocolate Milk
14		美国国际原料公司 International Ingredient Corporation	乳清宝 CW-11	蛋白质饲料 Protein Feed (Piglet, pet and Aquaculture)	奶酪乳清 Whey and by-product, Lactose and Whey Protein
15		美国国际原料公司 International Ingredient Corporation	奇饲粉 AF-35	奇能佳 Protein Feed (Piglet, pet and Aquaculture)	奶酪粉和大豆粉 Dried Cheese and Soy Flour
16		美国国际原料公司 International Ingredient Corporation	宝宝派 Carbo-Pal	饲料添加剂 Feed Additive	谷物和糖类食品副产品 cereal food and sugar foods by-products
17		美国国际原料公司 International Ingredient Corporation	营养派 Nutri-Pal	蛋白饲料 Protein feed (Swine)	奶粉与酵母硒 Milk Product and Brewers Dried Yeast
18		美国国际原料公司 International Ingredient Corporation	百泰 A GroBiotic A	饲料添加剂 Feed Additive	酵母硒 Yeast
19		美国建明工业有限公司 Kemin Industries, Inc., USA	微生康锌 27 粉剂 KemTRACE Zinc 27 Dry	混合型饲料添加剂 丙酸锌 Feed Additives Mixture Zinc Propionate (Swine, Ruminant, Poultry)	丙酸锌 Zinc Propionate
20		拉曼特种益生菌公司 Lallemand Specialties, Inc., USA	倍特赛 Bactocel	饲料添加剂 Feed Additive (Swine, Poultry, Aquaculture)	乳酸片球菌 Pediococcus acidilactici
21		美国乐斯福酵母公司乐斯福饲料添加剂 Lesaffre Feed Additives, a division of Lesaffre Yeast Corporation, USA	赛福硒 3000 Selyeast 3000	饲料添加剂 Feed Additive	酵母硒 Selenium Yeast
22		美盛作物营养有限公司 美盛饲料添加剂部 Mosaic Global Sales, LLC Mosaic Feed Ingredients, a Division of Mosaic Corp Nutrition, LLC	富磷（磷酸二氢钙） Biofos	矿物质饲料添加剂 Natural Mineral	磷酸氢钙 Monocalcium Phosphate
23		美国金宝动物营养国际有限公司 Zinpro Animal Nutrition International Inc, USA	氨基乐一锌 100 Availa-Zn 100	矿物饲料添加剂 Mineral Feed Additive	氨基酸锌络合物 Zinc Amino Acid Complex

