



5

Other Provisions

Chapter

Chapter 5 Other Provisions

Section 1 Sanitary and Phytosanitary Measures

SPS is a guarantee for the life and health of humans, animals and plants within a country's territory, which can regulate the processing and quarantine procedures of domestic and imported products to a certain extent. The SPS in RCEP basically follows the Agreement on the "Application of Sanitary and Phytosanitary Measures" under the WTO, with binding regulations for the contracting Parties to formulate and implement measures related to animal health, plant health, food safety and others. It is designed to facilitate bilateral trade and ensure transparency and cooperation in sanitary and phytosanitary measures between the contracting Parties.

I. Content, Scope and Purpose of SPS

The SPS of RCEP is in Chapter 5 of the RCEP and contains 17 clauses, which makes binding regulations for contracting Parties to formulate and implement SPS measures related to animal health, phytosanitary, food safety and others. The main content includes all laws, decrees, regulations, requirements and procedures related to animal and plant quarantine. It also specifically includes: final product standards; procedures and production methods; examination, inspection, certification and approval procedures; quarantine treatment, including requirements related to the transportation of animals and plants or the substances needed to maintain the survival of animals and plants during the transportation; related statistical methods, sampling procedures and risk assessment methods; and packaging and labeling requirements directly related to food security.

The SPS measures apply to all quarantine measures related to animals and plants, animal and plant products and food between all contracting Parties. They are designed to:

- (1) Protect human, animal or plant life or health in the Parties, while facilitating trade by minimizing the negative effects on trade among the Parties;
- (2) Guarantee the transparency and understanding of the development and application of SPS measures of the Parties;
- (3) Strengthen cooperation, communication, and consultation among the Parties in the field of SPS measures;
- (4) Encourage the Parties' participation in the development and adoption of international standards, guidelines, and recommendations.

II. Core Regulations

Compared with the SPS Agreement under the WTO, the SPS measures in RCEP further include Article 8 Audit, Article 9 Certification and Article 11 Emergency Measures. Article 5 Equivalence, Article 7 Risk Analysis, Article 10 Import Checks, and Article 12 Transparency are further refined.

(A) Equivalence

The equivalence rule clarifies that each contracting Party should accept the equivalence of the rules. An importing Party shall recognize the equivalence of an SPS measure if an exporting Party objectively demonstrates to the importing Party that the exporting Party's measure achieves the same level of protection as the importing Party's measure. Even if the implementation of these measures is different from the measures of the importing Party or other RCEP Parties, the importing country can carry out the necessary testing, inspection and other relevant procedures before accepting the exporting Party's measures. In addition, the contracting Parties are particularly encouraged to consult on the

equivalence of SPS measures and to reach bilateral mutual recognition arrangements for equivalence. Equivalence recognition can be the recognition of a single measure, a specific product measure, or the export Party's measure system. RCEP also made more supplements to the consultation for equivalence recognition. For example, on request of the exporting Party, the importing Party shall explain and provide the rationale and objective of its measures and the specific risks its measures are intended to address. The exporting Party shall provide the necessary information in order for the importing Party to commence an equivalence assessment.

The expansion and refinement of the principle of equivalence also provide a reasonable way for negotiation and coordination between the contracting Parties, which makes it easier for export enterprises to thoroughly understand the phytosanitary measures of the importing country. Specifically, when an enterprise exports goods to other RCEP contracting Parties, the importer may be requested to provide specific information related to the new or modified SPS measures and understand, so that the exporter can better understand the specific procedures for determining equivalence. The formulation of this principle will help exporting companies to make detailed response strategies based on the health and quarantine measures of the importing country, and also help importing countries to formulate reasonable and compliant import quarantine measures.

(B) Risk Analysis

RCEP extends the "Risk Assessment" under WTO's SPS Agreement to "Risk Analysis", requiring that the measures taken by each contracting Party must be based on the risk analysis of the life and health of humans, animals and plants. Risk analysis is an important means to ensure that SPS measures are science-based.

It includes:

(1) Risk assessment refers to the evaluation of the possibility of the introduction, settlement, or spread of pests or diseases in the territory of an importing Party in accordance with the SPS measures that may be applicable, and the evaluation of the related potential biological and economic consequences; or the evaluation of the potential adverse effects of additives, contaminants, toxins, or pathogenic organisms in food, beverages or feed on the health of humans or animals.

(2) Risk management refers to weighing policy options based on the results of risk assessment and, when necessary, opting to implement control measures including compulsory measures.

(3) Risk communication refers to the exchange of information and opinions involving risks and risk-related factors among risk assessors, risk managers, consumers and other stakeholders.

When conducting a risk analysis, an importing Party shall:

(1) Ensure that the risk analysis is documented and that it provides the relevant exporting Party or Parties with an opportunity to comment;

(2) Consider risk management options that are not more trade-restrictive than required to achieve its appropriate level of sanitary or phytosanitary protection;

(3) Select a risk management option that is not more trade-restrictive than required to achieve its appropriate level of sanitary or phytosanitary protection, taking into account technical and economic feasibility.

In addition, on request of an exporting Party, an importing Party shall inform the exporting Party of the progress of a specific risk analysis request, and of any delay that may occur during the process. Without prejudice to emergency measures, no Party shall stop the importation of a good of another Party solely for the reason

that the importing Party is undertaking a review of a sanitary or phytosanitary measure, if the importing Party permitted the importation of the good of the other Party at the time of the initiation of the review. RCEP introduces new rules of "Risk Analysis" to provide an information window for the risk assessment work of importing countries, making it easier for exporting countries to obtain and participate in the risk assessment process information and to have greater initiative, so as to timely avoid the risk that may occur when an importing country arbitrarily hinders the import of products with the excuse of risk assessment.

(C) Audit

Compared with the SPS Agreement under WTO, the auditing rules are new additions in the RCEP. In principle, it is required: Prior to the commencement of an audit, the importing Party and exporting Party involved shall exchange information on the objectives and scope of the audit and other matters related specifically to the commencement of an audit. The importing Party shall provide the exporting Party with an opportunity to comment on the finding of an audit and take any such comments into account before making its conclusions and taking any action.

Two special provisions are embodied in the two footnotes of Article 8 Audit. First, considering the religious customs and consumption habits of the contracting Parties, it is allowed to adopt or maintain the halal requirements for food and related products in Islamic law's. Second, an importing Party may perform an inspection of a facility for the purposes of determining if the facility conforms with the importing Party's sanitary or phytosanitary requirements or conforms with sanitary or phytosanitary requirements that the importing Party has determined to be equivalent to its sanitary or phytosanitary requirements. This content clearly authorizes the authority of the competent authorities

of each Party to inspect the facilities of an exporting country.

(D) Certification

The certification rules are additions in the RCEP, emphasizing the mutual recognition of the equivalence of SPS measures between contracting Parties. It is stipulated: an exporting Party shall ensure that the documents, including certificates, that are required by an importing Party and provided by the competent authorities of the exporting Party, to demonstrate the fulfillment of the sanitary and phytosanitary requirements of the importing Party, unless the importing Party and exporting Party agree otherwise. It is also stipulated that without prejudice to each Party's right to import controls, the importing Party shall accept certificates issued by the competent authorities of the exporting Party that are in compliance with the regulatory requirements of the importing Party. As the Parties to RCEP differ greatly in terms of economic scale and technical management capabilities, the equivalent recognition rules are of great significance to ensure the smooth circulation of agricultural products between contracting Parties.

(E) Import Checks

Import checks rules emphasize that contracting Parties should conduct import checks based on the results of risk assessments. In the event of non-compliance, appropriate remedial actions should be taken to reduce such non-compliance, so as to prevent importing countries from unilaterally expanding the scope of prohibitions based on the results of non-compliance and hindering trade development. This rule gives contracting Parties the rights to deal with non-compliance during import inspections, and the rights are as follows:

(1) In applying import checks, each Party shall take into account the relevant decisions of the WTO SPS Committee and international standards, guidelines, and recommendations.

(2) Import checks, conducted in accordance with the importing Party's laws, regulations, and sanitary and phytosanitary requirements, shall be based on the sanitary and phytosanitary risk associated with importations. In the event that import checks reveal non-compliance, the final decision or action taken by the importing Party shall be appropriate to the sanitary and phytosanitary risk associated with the importation of the non-compliant product.

(3) If an importing Party prohibits or restricts the importation of a good of an exporting Party on the basis of non-compliance of that good found during an import check, the importing Party shall notify the importer or its representatives and, if the importing Party considers necessary, the exporting Party of such non-compliance.

(4) When significant or recurring sanitary or phytosanitary non-compliance associated with exported consignments is identified by the importing Party, the Parties concerned shall, on request of either Party, discuss the non-compliance to ensure that appropriate remedial actions are taken to reduce such non-compliance.

(F) Emergency Measures

Article 11 Emergency Measures under the SPS Measures extends the exceptions for SPS measures in "Emergency Situations" under WTO's SPS Agreement to "Emergency Measures". The specific content is as follows:

(1) If a Party adopts an emergency measure that is necessary for the protection of human, animal or plant life or health and that may have an effect on trade, that Party shall immediately notify the relevant exporting Parties in writing through the designated contact point(s).

(2) The relevant exporting Parties may request discussions with the Party adopting an emergency measure. Each Party participating in the discussions shall endeavor to provide relevant

information, and shall take due account of any information provided through the discussions.

(3) If a Party adopts an emergency measure, it shall review that measure within a reasonable period of time or on request of the exporting Party. The importing Party may, if necessary, request relevant information and the exporting Party shall endeavor to provide the relevant information to assist the importing Party in its review of the adopted emergency measure. The importing Party shall provide the result of the review to the exporting Party upon request. If the emergency measure is maintained after the review, the importing Party should review the measure periodically based on the most recent available information, and upon request, shall explain the reason for the continuation of the emergency measure.

For such emergency measures, each Party shall regulate them through information notification, measure evaluation and review, and explanation of reasons for implementation. The details are as follows:

(1) The importer issues emergency measures and conducts self-review or the exporter requests the importer to review the measures;

(2) The exporter provides relevant information to assist the importer in assessing emergency measures;

(3) The importer provides the review results of the emergency measures;

(4) Ending emergency measures or continuing to implement emergency measures and providing reasons for implementation again.

(G) Transparency

Article 12 Transparency of the SPS measures is much more detailed than the SPS principles and regulations under the WTO. It stipulates the obligations of the Parties to communicate and

exchange information during the formulation of relevant regulations and decision-making processes. This article emphasizes the importance of transparency and proposes that the exchange of information on SPS measures formulated, adopted and implemented may have a significant impact on trade between importers and exporters.

(1) Each Party shall notify proposed measures or changes to sanitary or phytosanitary measures that may have a significant effect on the trade of other Parties through the online WTO Sanitary and Phytosanitary Measures Notification Submission System, the contact points designated under Article 5.15 (Contact Points and Competent Authorities), or already established communication channels of the Parties.

(2) Unless urgent problems of health protection arise or threaten to arise, or the measure is of a trade facilitating nature, a Party shall normally allow a period of at least 60 days for other Parties to provide written comments after it makes a notification pursuant to paragraph 4. A Party shall consider reasonable requests from another Party to extend the comment period.

(3) As part of the comment period referred to in paragraph 5, on request of another Party and if appropriate and feasible, the notifying Party shall consider any scientific or trade concerns and the availability of alternatives that the other Party may raise regarding the proposed measure.

(4) Upon request, a Party shall, within 30 days of the request, provide the requesting Party with the documents or a summary of the documents describing the requirements of draft sanitary or phytosanitary measures notified to the WTO pursuant to paragraph 4, in the English language.

(5) Following the notification of sanitary or phytosanitary measures to the WTO, upon request, a Party shall provide the

requesting Party with the documents or a summary of the documents describing the requirements of the adopted sanitary or phytosanitary measures, within a reasonable period of time as agreed by the relevant Parties, in the English language.

As RCEP has made more detailed regulations on the transparency of animal and plant quarantine measures, exporters can timely learn about information about early warning and notification, and adjust export plans in a timely manner. For unreasonable animal and plant quarantine measures, objections may also be raised to the relevant departments within the time limit to prevent unreasonable measures from affecting the product export process and causing unnecessary losses.

III. Consultation point

The SPS management institutions for contracting Parties of RCEP are shown below in Table 5.1.1.

Table 5.1.1 The SPS management institutions and consultation points for contracting Parties of RCEP

	Information
China	Name: SPS Notification and Enquiry Division Research Center for International Inspection and Quarantine Standards and Technical Regulations; General Administration of Customs of the People's Republic of China Telephone: +(86 10) 5795 4690/5795 4642 E-mail: sps@customs.gov.cn
Brunei Darussalam	Name: Department for Trade Development Ministry of Foreign Affairs and Trade; International Convention Centre Telephone: +(673) 238 3374 E-mail: dtd@mfa.gov.bn Website: www.mfa.gov.bn
Cambodia	Name: Cambodia Import-Export and Fraud Repression Department (CAMCONTROL) , Ministry of Commerce, H.E Phan Oun, Deputy Director General Telephone: + (855) 1256 8356 E-mail: oun.phan@yahoo.com; ccdg@camcontrol.gov.kh
	Name: Cambodia Import-Export and Fraud Repression Department (CAMCONTROL), Ministry of Commerce, Mr. Hoy Vantha, Deputy Director od, Department of Technical Affairs and Public Relations Telephone: + (855) 1251 0181 E-mail: vanthahoy@yahoo.com
Indonesia	Name: Secretary General of Fish Quarantine and Inspection Agency Ministry of Fisheries and Marine Affairs Telephone: +(62 21) 351 9070 E-mail: kerjasama.bkipm@kkp.go.id Website: http://www.bkipim.kkp.go.id

	<p>Name: Indonesian Agricultural Quarantine Agency, Ministry of Agriculture Telephone: +(62 21) 782 1367 / 781 6480 mail: sps.indonesia@pertanian.go.id Website: http://karantina.pertanian.go.id</p> <p>Name: Director of Standardization for Processed Food, Food and Drugs Agency Telephone: +(62 21) 424 4691 E-mail: kerjasamaln_bpom@yahoo.co.id; subditspo2@yahoo.com</p>
Lao People's Dem. Rep.	<p>Name: Department of Planning, Division of Agriculture and Forestry, Ministry of Agriculture and Forestry Telephone: +(856) 21 415 363 E-mail: spsenquiries@laotradeportal.gov.la</p>
Malaysia	<p>Name: Secretary General Ministry of Agriculture and Agro-Based Industry, Strategic Planning and International Division Telephone: +(603) 8870 1000 Website: http://agrolink.moa.my/</p>
	<p>Name: Animals and animal products: Director General, Department of Malaysian Quarantine and Inspection Services (MAQIS) Telephone: +(603) 8870 1618 E-mail: feedback.maqis@moa.gov.my Website: http://agrolink.moa.my/jph/</p>
	<p>Name: Food: Senior Director, Food Safety and Quality Division Ministry of Health Malaysia Telephone: +(603) 8885 0797 E-mail: sps.fsqd@moh.gov.my Website: http://fsq.moh.gov.my</p>
Myanmar	<p>Name: Agriculture Sector: Mr Aung Kyaw Oo, Director, Plant Protection Division Department of Agriculture, Ministry of Agriculture, Livestock and Irrigation Telephone: +(95 1) 64 42 14 E-mail: directordoa.ppa@gmail.com; directorppddoa@gmail.com</p>
	<p>Name: Fishery Sector: U Thet Naing, Deputy Director, Development and Research Division, Department of Fisheries Ministry of Agriculture, Livestock and Irrigation Telephone: +(95 1) 64 77 09; +(95 9) 73 01 55 85; +(95 1) 64 77 09 E-mail: thetningkatar@gmail.com</p>
	<p>Name: Livestock Sector: Dr Min Thein Maw, Director, Research and Disease Control Division Livestock Breeding and Veterinary Department Ministry of Agriculture, Livestock and Irrigation Telephone: +(95 9) 49 58 57 14 E-mail: mtmgifu@gmail.com</p>
	<p>Name: Sanitary Measures: Dr Sabai Htet Htoo, Deputy Director, Food Division Department of Food and Drug Administration Ministry of Health and Sports Telephone: +(95 9) 201 90 71; +(95 67) 40 32 50 E-mail: sabaihtet.htoo@gmail.com</p>
	<p>Name: Consumer Protection: Mr Ye Lin Htet, Assistant Director, Consumers Affairs Division Department of Consumers Affairs, Office 52, Ministry of Commerce Telephone: +(95 67) 43 04 57; +(95 67) 43 02 03 E-mail: yrelin2007@gmail.com</p>
Philippines	<p>Name: Office of the Director, Policy Research Service, Department of Agriculture Telephone: +(632) 926 7439 E-mail: spspilipinas@da.gov.ph</p>
Singapore	<p>Name: For food safety matters: Food Regulatory Management, Singapore Food Agency Telephone: +(65) 6805 2900 E-mail: WTO_contact@sfa.gov.sg Website: https://www.sfa.gov.sg</p>
	<p>Name: For animal health matters: Professional and Scientific Services, National Parks Board Telephone: +(65) 6805 2980</p>

	E-mail: AVS_Animal_Health@nparks.gov.sg Website: https://nparks.gov.sg
	Name: For plant health matter: Plant Science & Health, National Parks Board Telephone: +(65) 6316 5142 E-mail: yap_mei_lai@nparks.gov.sg Website: https://nparks.gov.sg
Thailand	Name: National Bureau of Agricultural Commodity and Food Standards (ACFS) Telephone: +(662) 561 2277 ext:1317 E-mail: sps@acfs.go.th; spsthailand@gmail.com Website: www.acfs.go.th
Viet Nam	Name: Mr Le Thanh Hoa - Director, Viet Nam SPS Office Telephone: +(84 24) 3734 4764 E-mail: spsvietnam@mard.gov.vn Website: http://www.spsvietnam.gov.vn
Japan	Name: Standards Information Service, International Trade Division, Economic Affairs Bureau, Ministry of Foreign Affairs Telephone: +(81 3) 5501 8344 E-mail: enquiry@mofa.go.jp
Rep. of Korea	Name: Animal and plant health including import quarantine measures for animal, livestock products and plants: Quarantine Policy Division, Ministry of Agriculture, Food and Rural Affairs (MAFRA) Telephone: +(8244) 201 2080/2081 E-mail: wtoagri@korea.kr Website: http://www.mafra.go.kr
	Name: Food (excluding feed) Safety including foods of plant, animal and aquatic origin: International Cooperation Office, Ministry of Food and Drug Safety Telephone: +(8243) 719 1554/1559 E-mail: intmfds@korea.kr Website: http://www.mfds.go.kr
	Name: Aquatic health including import quarantine measures for fishery products and safety for exporting fishery products: Division of International Commerce and Trade, Ministry of Oceans and Fisheries Telephone: +(8244) 200 5380/5386 E-mail: wtomof@korea.kr Website: http://www.mof.go.kr
Australia	Name: Australian Department of Agriculture and Water Resources Telephone: +(612) 6272 4287 E-mail: sps.contact@agriculture.gov.au Website: http://www.agriculture.gov.au
New Zealand	Name: New Zealand SPS, Sally Griffin, SPS Contact Point Manager/Senior Policy Analyst Telephone: +(64 4) 894 0431 E-mail: newzealand.sps@mpi.govt.nz Website: www.biosecurity.govt.nz/strategy-and-consultation/strategy/international-agreement/s/sanitary-and-phytosanitary-sps-agreement

Source: <http://www.tbt-sps.gov.cn/page/cwto/wenkushow/showswf.jsp?id=2d1da433c89fe424>.

Section 2 Technical Barriers to Trade

Technical Barriers to Trade (TBT) measures apply to technical regulations and standards, product quality certification and conformity assessment, commodity packaging and labeling

regulations, sanitary and phytosanitary quarantine rules, green barriers and information technology barriers. Due to its extensiveness, systematicity, concealment, flexibility and other characteristics, TBT measures have become a non-tariff barrier and frequently appear in international trade.

The "Standards, Technical Regulations, and Conformity Assessment Procedures" chapter in RCEP is based on the WTO's TBT Agreement and restricts the contracting Parties' technical regulations, standards, conformity assessment procedures, transparency, technical assistance, technical cooperation and other rules. It aims to provide a guarantee of consistency, effectiveness and transparency for the trade of goods between Parties.

I. The content, scope and purpose of "Standards, Technical Regulations, and Conformity Assessment Procedures"

The chapter of RCEP Standards, Technical Regulations, and Conformity Assessment Procedures only involves technical regulations, standards and conformity assessment procedures related to products or processes and production methods. Its main goal is to ensure that technical regulations and standards (including packaging, marking and labeling requirements) and conformity assessment procedures will not create obstacles to international trade between RCEP Parties. By strengthening the implementation of the TBT Agreement, it promotes mutual understanding, information exchange and cooperation between Parties in standards, technical regulations and conformity assessment procedures, improves the production efficiency of the Parties' enterprises, and facilitates international trade between the Parties.

The agreement applies to standards, technical regulations and conformity assessment procedures implemented by all Parties that directly or indirectly affect bilateral trade, but does not apply to:

- (1) SPS;

(2) The procurement specifications established by government agencies for their production or consumption requirements.

II. Core Regulations

(A) Standard

Standard is a voluntary document. The TBT Agreement defines it as a document approved by a recognized organization that stipulates rules, guidelines or characteristics of non-mandatory, general-purpose or reusable products or related processes and production methods. It also includes specific terminology, symbols, packaging, marking, or labeling requirements that are specifically applicable to products, processes, or production methods.

RCEP requires Parties to ensure that their respective standardization bodies accept and abide by the "Code of Good Practice for the Preparation, Adoption and Application of Standards" in Annex 3 of the WTO TBT Agreement, and fulfill the corresponding obligations, which mainly include the following:

(1) A standardization body's treatment of imported products from contracting Parties shall not be lower than that of similar domestic products;

(2) If an international standard already exists or is about to be drafted, a standardization body should use the international standard or related parts of it as the basis for formulating any standard;

(3) Standardization bodies shall actively participate in international standardization bodies in an appropriate manner. If possible, their delegations should participate in specific international standardization activities to review and modify standards adopted or expected to be adopted by the country they are in;

(4) Standardization bodies should use product performance as the basis for formulating standards, rather than product design

or description;

(5) Standardization body shall publish a work plan at least every 6 months, including its name, address, standards being developed and standards adopted in the previous period.

It can be seen that the "Code of Good Practice" is a rule that binds the behavior of contracting Parties and their standardizing bodies. When formulating, adopting and implementing standards, contracting Parties and their standardizing bodies must abide by such a rule. At the same time, TBT Agreement also emphasizes the cooperation of standardization bodies between Parties, including but not limited to:

- (1) exchange of information on standards;
- (2) exchange of information relating to standard-setting procedures;
- (3) international standardizing activities in areas of mutual interest.

(B) Technical Regulations

Technical regulations are a kind of mandatory document. The TBT Agreement defines them as relevant documents that stipulate mandatory product characteristics or related processes and production methods, including applicable management regulations. They also include specific terminology, symbols, packaging, marking, or labeling requirements that are specifically applicable to products, processes, or production methods. It is the most restrictive, and the technical regulations involved in products or processes and production methods must meet the requirements of the contracting Parties.

In terms of the formulation of technical regulations, each contracting Party should take part or all of the relevant international standards as the basic content of formulating national technical regulations based on the available scientific and technological

information, processing technology, product performance, etc. In terms of implementation, if the implemented technical regulations are essentially the same as international standards, guidelines or recommendations, but have a significant impact on the trade of a contracting Party, the contracting Party should notify other RCEP contracting Parties in advance. Except where urgent problems of safety, health, environmental protection, or national security arise or threaten to arise, Parties shall allow a reasonable interval between the publication of technical regulations and their entry into force of not less than six months. In addition, if the objectives of the counter Party's technical regulations are consistent with those of the contracting Parties, even if there are differences in implementation, the contracting Parties should accept them as equivalent regulations, and treat products imported from other RCEP contracting Parties equally as those from similar domestic products.

(C) Conformity Assessment Procedures

A conformity assessment procedure is a procedural document, which refers to any procedure used directly or indirectly to determine whether technical regulations or standards are met. It also includes sampling, inspection and testing, evaluation, verification and conformity assurance registration, accreditation and approval, and others, in order to ensure that the technical regulations and standards used in products or processes and production methods meet the requirements of the contracting Parties.

With regard to the formulation of conformity assessment procedures, each contracting Party shall use all or part of the international standards, guidelines or recommendations as the basis of its national conformity assessment procedures. A due explanation should be made if a country's conformity assessment

procedures are not applicable to other RCEP contracting Parties due to the following reasons: national security requirements; the prevention of deceptive practices; protection of human health or safety, animal or plant life or health, or the environment; climatic, geographical or technical factors. In terms of implementation, if the implemented conformity assessment procedures are essentially the same as international standards, guidelines or recommendations, but have a significant impact on the trade of the contracting Parties, a contracting Party needs to notify other RCEP contracting Parties in advance.

In addition, RCEP also particularly emphasizes the mutual recognition and cooperation of the Parties with regard to the conformity assessment procedures and results. All Parties are required to adopt many mechanisms to accept the results of conformity assessment procedures carried out in other RCEP Parties, encourage information exchange and experience sharing, improve the efficiency of conformity assessment, and ensure the cost-effectiveness of conformity assessment through many mechanisms. The forms of expanding the mutual recognition of conformity assessment results include:

(1) mutual recognition agreements for the results of conformity assessment procedures conducted by bodies in the Parties concerned;

(2) cooperative (voluntary) arrangements between accreditation bodies or those between conformity assessment bodies in the Parties concerned;

(3) the use of accreditation to qualify conformity assessment bodies, including through relevant multilateral agreements or arrangements, to recognize the accreditation granted by other Parties;

(4) the designation of conformity assessment bodies in another

Party;

(5) unilateral recognition by a Party of results of conformity assessment procedures conducted in another Party;

(6) manufacturer's or supplier's declaration of conformity.

(D) "Non-specialization" of international standards

RCEP requires all Parties to recognize the importance of international standards, guidelines and recommendations in coordinating technical regulations, conformity assessment procedures and national standards, and use the "Committee's Decision on Formulating Principles of International Standards, Guidelines and Recommendations Related to Article II, Article V and Annex III" and the relevant principles issued afterward to strengthen coordination and communication.

RCEP stipulates: each Party shall ensure that its standardizing body or bodies ensure that the modifications of the contents and structure of international standards are not prepared, adopted, or applied with a view to, or with the effect of, creating unnecessary obstacles to international trade. It no longer mentions exceptions in WTO's TBT Agreement: "... unless such international standards or related parts are invalid or inappropriate, such as due to insufficient protection, or basic climatic or geographical factors or basic technical problems." Therefore, the exceptions for other RCEP contracting Parties to adopt international standards have been reduced, and the standards of the contracting Parties have been further unified to international standards to ensure that they will not cause unnecessary obstacles to trade.

(E) Technical discussion and technical cooperation

If a Party believes that the standards, technical regulations or conformity assessment procedures adopted by other RCEP Parties have caused unnecessary obstacles to its exports or international trade, it has the right to conduct technical discussions, and the

requested Party shall enter into technical discussions with the requesting Party within 60 days. Technical discussions may be conducted via any means agreed by the Parties concerned, or through the establishment of a technical expert group by the Standards, Technical Regulations and Conformity Assessment Procedures Sub-committee of the WTO Committee on Technical Barriers to Trade.

The agreement also emphasizes strengthening cooperation in the field of standards, technical regulations, and conformity assessment procedures. It mainly includes:

(1) advice, technical assistance or capacity building relating to the development and application of standards, technical regulations, and conformity assessment procedures;

(2) cooperation between conformity assessment bodies, both governmental and non-governmental, in the Parties, on matters of mutual interest;

(3) cooperation in areas of mutual interest in the work of relevant regional and international bodies relating to the development and application of standards and conformity assessment procedures, such as enhancing participation in the frameworks for mutual recognition developed by relevant regional and international bodies;

(4) enhancing cooperation in the development and improvement of standards, technical regulations, and conformity assessment procedures;

(5) strengthening communication and coordination in the WTO TBT Committee and other relevant international or regional fora.

(F) Transparency

A Party shall provide to the requesting Party, if already available, the full text or summary of its notified technical

regulations and conformity assessment procedures in the English language. If temporarily unavailable, the Party shall provide to the requesting Party a summary stating the requirements of the notified technical regulations and conformity assessment procedures in the English language within 30 days after receiving the written request. In implementing the preceding sentence, the contents of the summary shall be determined by the requested Party. Each Party shall normally allow 60 days from the date of notification to the WTO for the other Parties to provide comments in writing, except where urgent problems of safety, health, environmental protection, or national security arise or threaten to arise.

In compliance with laws and regulations, each contracting Party shall grant the participating contracting Parties national treatment and provide an opportunity to comment on technical regulations and conformity assessment procedures. If a Party detains imported goods at the point of entry due to technical regulations or conformity assessment procedures that do not meet the requirements, it shall notify the importer or its representative of the reasons for the detention as soon as possible.

III. Contact point

Each Party shall designate one or more contact points that facilitate the exchange of information between the Parties on standards, technical regulations, and conformity assessment procedures, in response to all reasonable requests for such information from another Party. The following Table 5.2.1 lists the detailed information of the TBT contact points of RCEP contracting Parties.

Table 5.2.1 List of TBT Contact Points of RCEP Contracting Parties

	Information
China	Name: TBT Notification and Enquiry Division, Research Center for International Inspection and Quarantine Standards and Technical Regulations, General Administration of Customs of the People's Republic of China Telephone: +(8610)57 95 46 88; +(8610) 57 95 46 27

	Information
	E-mail: tbt@customs.gov.cn
Brunei Darussalam	Name: National Standards Centre Telephone: +6732333964 E-mail: nationalstandard@mofe.gov.bn Website: https://www.mofe.gov.bn
Cambodia	Name: Ministry of Industry and Handicraft (MIH), Institute of Standards of Cambodia (ISC) Telephone: +(855) 12 859 921; +(855)77 685 618; +(855) 93 729 913 E-mail: camtbt-info@isc.gov.kh Website: http://www.isc.gov.kh
Indonesia	Name: Agency of the Republic of Indonesia (BSN) Telephone: +(62) 21 3927422; ext 127 E-mail: tbt.indonesia@bsn.go.id ; tbt.indonesia@gmail.com Website: http://tbt.bsn.go.id
Lao People's Dem. Rep.	Name: Standards Division Department of Standardization and Metrology Ministry of Science and Technology Telephone: +(856) 21 732093 E-mail: tbtenquiries@laotradeportal.gov.la
Malaysia	Name: WTO/TBT, Technical Information and Consultancy Section Standards Department SIRIM STS Telephone: +(603) 5544 6909; +(603) 5544 6314; +(603) 5544 6339 E-mail: tbt@sirim.my Website: http://www.sirimsts.my/
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Source: <http://tbtime.wto.org/en/NationalEnquiryPoints/Search>.

Section 3 Intellectual Property

Based on the WTO's Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS), the RCEP's chapter on intellectual property is divided into 14 subsections, 83 clauses, and 2 annexes for transitional arrangements and technical assistance, covering all intellectual property objects in the provisions of the Civil Code, such as copyrights, trademarks, geographical indications, patents, designs, etc., involving intellectual property enforcement, cooperation, transparency, technical assistance and other fields. It includes the main topics of traditional intellectual property rights, and also reflects the new trends of the development of intellectual property protection. It has effectively strengthened the binding and execution power of various commitments.

I. The content, scope and purpose of "Intellectual Property"

"Intellectual property" means copyright and related rights, trademarks, geographical indications, industrial designs, patents,

layout designs (topographies) of integrated circuits, protection of plant varieties, and protection of undisclosed information, as referred to in Sections 1 through 7 of Part II of the TRIPS Agreement.

RCEP intellectual property rules deepen economic integration and cooperation through the effective use, protection and enforcement of intellectual property rights, and reduce obstacles to trade and investment. The protection and enforcement of intellectual property rights contribute to the promotion of technological innovation and to the transfer and dissemination of technology, to the mutual advantage of producers and users of technological knowledge and in a manner conducive to social and economic welfare. When carrying out intellectual property protection, each contracting Party should consider:

- (1) the Parties' different levels of economic development and capacity, and differences in national legal systems;
- (2) the need to promote innovation and creativity;
- (3) the need to maintain an appropriate balance between the rights of intellectual property right holders and the legitimate interests of users and the public interest;
- (4) the importance of facilitating the diffusion of information, knowledge, content, culture, and the arts;
- (5) that establishing and maintaining a transparent intellectual property system and promoting and maintaining adequate and effective protection and enforcement of intellectual property rights provide confidence to right holders and users.

II. Core Regulations

(A) General rules and basic principles

RCEP encourages innovation and communication to enhance social well-being. According to Article 1 Objective, the protection and enforcement of intellectual property rights should contribute to

the promotion of technological innovation and to the transfer and dissemination of technology, to the mutual advantage of producers and users of technological knowledge and in a manner conducive to social and economic welfare, and to a balance of rights and obligations. The scope of "intellectual property" covers copyright and related rights, trademarks, geographical indications, industrial designs, patents, layout designs (topographies) of integrated circuits, protection of plant varieties, and protection of undisclosed information.

In terms of basic principles, RCEP involves six basic principles including the TRIPS Agreement, protection of the country's public health and public interest, implementation of RCEP obligations, exhaustion of rights, national treatment, and accession to multilateral agreements. RCEP requires Parties to join or ratify the Paris Convention for the Protection of Industrial Property, the Berne Convention for the Protection of Literary and Artistic Works, the Patent Cooperation Treaty, the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks, the WIPO Copyright Treaty, the WIPO Performances and Phonograms Treaty, the Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired, or Otherwise Print Disabled, the Budapest Treaty on the International Recognition of the Deposit of Micro-organisms for the Purposes of Patent Procedure, the 1991 Act of International Convention for the Protection of New Varieties of Plants, the Geneva Act of the Hague Agreement Concerning the International Registration of Industrial Designs, the International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations, and Singapore Treaty on the Law of Trademarks. Table 4.3.1 summarizes the status of RCEP contracting Parties' accession to major intellectual property treaties. Indonesia, the

Philippines, Singapore, South Korea, Japan, Australia, and New Zealand have all joined major intellectual property treaties. China, Malaysia, and Brunei have not acceded to the *Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired, or Otherwise Print Disabled*, and have acceded to all other treaties. Laos and Myanmar have not acceded to any major intellectual property treaties.

Table 5.3.1 Status of RCEP Contracting Parties' Accession to Major Intellectual Property Treaties

	<i>The Berne Convention for the Protection of Literary and Artistic Works</i>	<i>The WIPO Copyright Treaty</i>	<i>The WIPO Performances and Phonograms Treaty</i>	<i>The Marrakesh Treaty</i>	<i>The Paris Convention for the Protection of Industrial Property</i>	<i>The Patent Cooperation Treaty</i>	<i>The Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks</i>
Indonesia	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Malaysia	Yes	Yes	Yes	No	Yes	Yes	Yes
Philippines	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Thailand	Yes	No	No	Yes	Yes	Yes	Yes
Singapore	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Brunei Darussalam	Yes	Yes	Yes	No	Yes	Yes	Yes
Cambodia	No	No	No	No	Yes	Yes	Yes
Lao People's Dem. Rep.	No	No	No	No	No	No	No
Myanmar	No	No	No	No	No	No	No
Viet Nam	Yes	No	No	No	Yes	Yes	Yes
China	Yes	Yes	Yes	No	Yes	Yes	Yes
Rep. of Korea	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Japan	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Australia	Yes	Yes	Yes	Yes	Yes	Yes	Yes
New Zealand	Yes	Yes	Yes	Yes	Yes	Yes	Yes

(B) Copyright and related rights

There are four types of copyright property rights stipulated in

the RCEP Intellectual Property Chapter. First, exclusive rights. Authors, performers, producers of phonograms and broadcasting organizations have the right to authorize or prohibit any form of reproduction of their works, performances, phonograms, and broadcast recordings in any form, including electronic form. But a prerequisite must be met, that is, the performance or phonogram has been fixed in some material form. In other words, a contracting Party can stipulate in its domestic law that if a piece of performance or phonogram is not fixed in a certain material form, it cannot be protected by the contracting Party in terms of copyright or related rights. Second, the right to communication. Authors have exclusive rights to their works. Performers and producers of phonograms also have exclusive rights to authorize or prohibit their works from being distributed to the public through wired or wireless means. These regulations give owners the right to communicate to the public, so that they can control others from communicating their works, performances and phonograms to the public in a wired or wireless manner. It also enables the public to obtain works, performances and phonograms at a time and place selected by the public. Third, the right to distribution. Authors, performers and producers of phonograms have the right to authorize or prohibit the public from obtaining originals and copies of their works, performances and phonograms through sales or other means of ownership transfer. Fourth, the right to remuneration. Performers and producers of phonograms shall have the right to receive a one-time reasonable payment or charge a license fee for the direct or indirect use of sound recordings issued for commercial purposes for broadcasting. The four copyright property rights effectively protect the legitimate rights and interests of the holders.

The rights management information includes information identifying the work, performance or phonogram, the author of the

work, performer of the performance, or the producer of the phonogram; or information about the owner of any rights in the work, performance or phonogram; information about the terms and conditions related to the use of the work, performance or phonogram; or any number or code that represents such information. The above information is attached to the copy of the work or appears when the work is disseminated to the public. Intellectual property rules provide comprehensive protection of owners' copyright management information and further strengthen the protection of the interests of copyright owners.

When the legal rights of the author are infringed, the RCEP Intellectual Property Chapter stipulates that the infringer shall bear responsibility, criminal responsibility and financial punishment. Specific prohibited infringements include: First, deliberately removing or changing any rights management information; second, knowingly disseminating or importing rights management information for the purpose of dissemination while aware that the disseminated rights management information has been changed without authorization; third, deliberately importing, broadcasting, disseminating or providing copies of works, performances or phonograms to the public for distribution while aware that the disseminated rights management information has been removed or changed without authorization. The above actions will induce, cause, facilitate or hide copyright or related rights infringement of authors, performers or producers of phonograms.

(C) Trademark

RCEP's terms of the scope of trademark protection go beyond the TRIPS Agreement and set up clearer and more specific procedural obligations such as trademark registration, trademark cancellation, and trademark opposition. Specifically, first, the contracting Parties are required to ratify and accede to the "Madrid

Protocol" and "Singapore Treaty on the Law of Trademarks" to unify trademark registration procedures; second, the contracting Parties are required to establish appropriate and transparent administrative procedures to facilitate trademark applications, and the applicants should be provided with written or electronic reasons for trademark denial. Decisions on opposition or cancellation procedures should also be based on written explanation; third, establish an electronic registration mechanism, increase the degree of automation of the registration system, and realize the electronic application process; fourth, use broad standards to classify goods and services.

The RCEP Intellectual Property Chapter provides extensive provisions on the protectable subject matter of trademarks. Any signs or any combination of signs capable of distinguishing the goods and services of one undertaking from those of other undertakings shall be capable of constituting a trademark. Such signs, in particular words including personal names, letters, numerals, figurative elements, three-dimensional shapes, and combinations of colors, as well as any combination of such signs, shall be eligible for registration as trademarks. Where signs are not inherently capable of distinguishing the relevant goods or services, a Party may make registrability depend on distinctiveness acquired through use. No Party shall require, as a condition of registration of a trademark, that signs be visually perceptible, nor deny registration of a trademark solely on the grounds that the sign of which it is composed is a sound. It can be seen from this article that RCEP requires contracting Parties not to use "signs be visually perceptible" as a condition for allowing registration. In addition, RCEP also allows the registration of sound trademarks. Multinational companies are the biggest beneficiaries of the expansion of the scope of RCEP trademarks. They have a large number of resources including non-visual elements, and there is an

urgent need for the necessary protection of non-visible marks. Allowing the registration of sound trademarks helps multinational companies use trademarks to realize the right to enjoy goods and services, further expands the scope of registered trademarks, helps reduce the reasons for rejection of trademark applications, increases the success rate of trademark applications to a certain extent, enriches the types of trademarks, and provides diversified options for applicants to apply for trademark registration.

RCEP requires contracting Parties to protect collective marks and certification marks. However, in terms of the form of protection, it does not compulsorily require contracting Parties to protect certification marks as a separate category. At the same time, contracting Parties are required to legally protect marks that can be used as geographical indications.

After RCEP regulates the scope of trademark protection, it also regulates procedural issues, namely the trademark examination and registration system. Under the background that registration is a universal system for obtaining trademark rights, trademark rights are mainly a right confirmed through administrative and judicial procedures. RCEP requires contracting Parties to provide to the applicant a communication in writing, which may be provided electronically, of the reasons for a refusal to register a trademark. Notifying applicants electronically can strengthen informatization and shorten the review period. In addition, RCEP also provides for trademark opposition procedures, requiring contracting Parties not only to provide applicants with opportunities for opposition and cancellation, but also to require administrative agencies to notify the results of the opposition in writing. Providing opposing opportunities is conducive to increasing the transparency of trademark examination work and enhancing public supervision.

For well-known trademarks, RCEP stipulates: No Party shall

require, as a condition for determining that a trademark is a well-known trademark, that the trademark has been registered in that Party or in another jurisdiction, included on a list of well-known trademarks, or given prior recognition as a well-known trademark. It solves the problem that well-known trademarks are known in the country but may not be protected by other countries. For acts such as bad-faith registration of a trademark, each Party shall provide that its competent authority has the authority to refuse an application or cancel a registration where the application to register the trademark was made in bad faith in accordance with its laws and regulations.

(D) Geographical Indications

Geographical indications are a new and important intellectual property right under the WTO framework. They play a positive role in ensuring product quality and reputation, preventing unfair competition and protecting consumer interests. As an intangible asset and cultural heritage, geographical indications represent a special quality and reputation of products, such as Shaoxing wine, Lu'an melon slices, Anxi Tieguanyin, Helan Mountain East Foot wine, Thai jasmine rice, Indian Darjeeling tea, etc. In international trade, geographical indications can bring competitive advantages to countries and enterprises, increase market share, and increase economic returns.

The first part of Article 30 of the RCEP Intellectual Property Chapter was formulated to coordinate the relevant systems of the contracting Parties on the protection mode of geographical indications. It stipulates that geographical indications can be protected through trademark systems and special systems. At present, the "Paris Convention", TRIPS and other international conventions provide for the protection of geographical indications. However, due to the disputes over the economic interests between

the contracting Parties, these international conventions have not yet and cannot unify the protection methods and protection standards of geographical indications. RCEP only reaffirms the two modes of protection of geographical indications. It is difficult to judge which of the two protection modes is superior. The selection of the protection mode of geographical indications by each contracting Party is based on a comprehensive measurement of the advantages of each contracting Party's geographical indication interests and other aspects.

Article 30 of the RCEP Intellectual Property Chapter stipulates the administrative procedures for the protection or recognition of geographical indications, and imposes the following requirements on each contracting Party: relax the constraints on application or request for geographical indications, and not impose cumbersome procedures; ensure that the procedures are easy for the public to obtain, that information is published, and opposition procedures be provided; provide for a cancellation system. This clause lowers the threshold for geographical indication applications, requires simplification of procedures, and requires the disclosure of information. That said, specific requirements of the administrative procedures are not explained, and it is up to each contracting Party to make provisions on its own in accordance with its domestic reality and actual legislation.

In addition, Article 31 of the RCEP Intellectual Property Chapter provides detailed provisions on opposition and cancellation. Each contracting Party shall allow interested Parties to file an opposition to the protection of geographical indications. It also puts forward specific requirements for the reasons, procedures and scope of application for opposition and cancellation.

(E) Patents

RCEP requires each contracting Party to fully protect patents,

and clarifies the patentable subject matter, rights conferred, exceptions to rights conferred, and acquisition of patent rights.

Any inventions, whether products or processes, in all fields of technology, provided that they are new, involve an inventive step, and are capable of industrial application. It is compulsorily stipulated that patents shall be available and patent rights enjoyable without discrimination as to the place of invention, the field of technology, and whether products are imported or locally produced. A Party may exclude from patentability inventions when it is necessary to protect public order or morality, protect human, animal or plant life or health, or to avoid serious prejudice to the environment.

Rights conferred. Where the subject matter of a patent is a product, the owner has the right to prevent third parties not having the owner's consent from the acts of making, using, offering for sale, selling, or importing for these purposes of that product. Where the subject matter of a patent is a process, the owner has the right to prevent third parties not having the owner's consent from the act of using the process, and from the acts of using, offering for sale, selling, or importing for these purposes at least the product obtained directly by that process.

Exceptions to rights conferred. A Party may provide limited exceptions to the exclusive rights conferred by a patent, provided that such exceptions do not unreasonably conflict with a normal exploitation of the patent and do not unreasonably prejudice the legitimate interests of the patent owner, taking account of the legitimate interests of third parties.

Acquisition of patent rights. RCEP requires contracting Parties to establish corresponding systems to protect the entire process of patent applications. The time limit for publishing patent applications is 18 months from the earliest priority filing date. At the same time,

contracting Parties are required to provide written notice of the reasons for rejection of granting a patent, and provide an opportunity to amend their patent applications and state their opinions; before the patent is granted, an opportunity should be provided to submit an opposition and amend its patent application and state opinions; after the patent is granted, the following things should be allowed: opposition to the authorization, seeking revocation, seeking cancellation, or seeking to invalidate the patent, as well as the administrative decision of opposition, cancellation, revocation or invalidation procedures.

RCEP encourages contracting Parties to adopt an electronic patent application system to adapt to the development trend of the digital economy. For example, foreign applicants generally use the Patent Prosecution Highway (PPH) procedure to quickly pass China's examination. The acceleration effect is mainly reflected in two aspects. One is to obtain the right to "cut in line" examination, and the likelihood that these patent applications are pointed out with defects in novelty/creativity is low. Second, the examination time spent on solving novelty and creative defects has been significantly shortened.

(F) Industrial designs

RCEP stipulates that each Party shall provide for the protection of independently created industrial designs that are new or original. A Party may provide that designs are not new or original if they do not significantly differ from known designs or combinations of known design features. RCEP industrial design can protect the object and can be summarized as a new or original, independently created industrial design. This clause protects part of the layout (part of the product). This regulation clarifies the constituent elements of a protected industrial design, namely novelty and originality. However, this article does not provide any

further explanation on the limits of "novelty". RCEP also stipulates that information made available to the public on the internet may form part of the prior art for designs.

Securing protection for textile designs. RCEP stipulates that each Party shall ensure that requirements for securing protection for textile designs, in particular in regard to any cost, examination, or publication, do not unreasonably impair the opportunity to seek and obtain such protection. Each Party shall be free to meet this obligation through industrial design law or through copyright law. This provision gives each contracting Party the flexibility that can be taken into consideration for the protection of industrial designs.

In addition, each Party shall provide for the protection of independently created industrial designs that are new or original. Novelty and originality are the constituent elements of a protected industrial design. A Party may provide that designs are not new or original if they do not significantly differ from known designs or combinations of known design features. The owner of a protected industrial design has the right to prevent third parties not having the owner's consent from making, selling, or importing articles bearing or embodying a design which is a copy, or substantially a copy, of the protected design, when such acts are undertaken for commercial purposes. For example, in terms of textile protection, each contracting Party has the right to choose an industrial design law or a copyright law to ensure that textile designs are protected, in particular in regard to any cost, examination, or publication.

(G) Genetic resources, traditional knowledge, and folklore

RCEP pioneeringly stipulates: subject to its international obligations, each Party may establish appropriate measures to protect genetic resources, traditional knowledge, and folklore. Where a Party has disclosure requirements relating to the source or origin of genetic resources, that Party shall endeavor to make

available its laws, regulations, and procedures with respect to such requirements, including on the internet where feasible, in such a manner as to enable interested persons and other Parties to become acquainted with them. This means that the contracting Parties will invest more human, material and financial resources in the development, protection, dissemination, preservation and inheritance of folklore, traditional knowledge and genetic resources, reflecting the emerging economies' (represented by ASEAN and China) appeals in the reconstruction of international intellectual property rules. This article recognizes the relevance between genetic resources, traditional knowledge, folklore and the intellectual property system, and recommends that contracting Parties strengthen the examination and training of patent applications related to them.

(H) Undisclosed information

Undisclosed information (trade secrets) generally includes information such as design, procedures, product formulas, production processes, production methods, management know-how, customer lists, supply information, production and sales strategies, etc. Compared with the scope of patents, trade secrets exceed the scope of technical knowledge and extend to business data such as customer and supplier lists, business plans or market research and information strategies. RCEP requires all Parties to fulfill their obligations to protect undisclosed information in an anti-unfair competition manner, expand the scope of protection of undisclosed information, and strengthen law enforcement.

Acts of unfair competition, such as all acts that unscrupulously cause chaos to competitors' business offices, commodities, or industrial and commercial activities; false claims that damage the reputation of competitors' business offices, commodities, or industrial and commercial activities in business operations; use of

expression or explanation in business operations that will cause the public to misunderstand the nature, manufacturing method, characteristics, use, or quantity of the goods.

(I) Country names

Article 57 of RCEP stipulates: each Party shall provide the legal means for interested persons to prevent commercial use of the country name of a Party in relation to a good in a manner that misleads consumers as to the origin of that good. This rule strengthens the protection of country names from two aspects. 1. The laws of some contracting Parties stipulate that words with country names cannot be registered as trademarks; some contracting Parties do not provide legal protection for country names, but refuse trademark registration with country names on the grounds of insignificance. RCEP extends the scope of the exclusion of the use of country names to commercial use behavior that misleads consumers due to the place of origin. 2. Considering that the commercial use of country names may harm other interested Parties, RCEP gives the interested Parties the right as an object, the right to remedy of rights. The purpose of this clause is to prevent consumers from misunderstanding the origin of the goods. Moreover, the provisions of this clause restrict the protection of country names to the country names of contracting Parties. This clause implies that if the country names of non-contracting Parties are registered as trademarks, they will not be restricted by this clause.

(J) Implementation of intellectual property rights

Intellectual property has a regional characteristic, and the signing of RCEP is to a large extent a breakthrough in this characteristic. In this section on the implementation of intellectual property rights, the provisions are divided into four subsections: general obligations, civil remedies, border measures, and criminal

remedies.

In Article 58 General Obligations, each Party shall ensure that enforcement procedures as specified in this Section are available under its laws and regulations so as to permit effective action against any act of infringement of intellectual property rights covered by this Chapter, including expeditious remedies to prevent infringements and remedies which constitute a deterrent to further infringements. Each Party shall take into account the need for proportionality between the seriousness of the infringement of the intellectual property right and the applicable remedies and penalties, as well as, if applicable, the interests of third parties.

Civil remedies emphasize fair and reasonable procedures. Each Party shall make available to right holders civil judicial procedures concerning the enforcement of any intellectual property right covered by this Chapter. Defendants shall have the right to written notice which is timely and contains sufficient detail, including the basis of the claims. All Parties to the procedures shall be allowed to be represented by independent legal counsel, and procedures shall not impose overly burdensome requirements concerning mandatory personal appearances. Each Party may permit the use of alternative dispute resolution procedures to resolve civil disputes concerning intellectual property rights.

Compensation for damages is mainly based on filling, and no punitive damages are provided. A Party's judicial authorities shall have the authority to consider, among other things, any legitimate measure of value the right holder submits. In cases of infringement of copyright or related rights and trademark counterfeiting, the judicial authorities shall have the authority to order the infringer who knowingly, or with reasonable grounds to know, engaged in the infringing activity to pay the right holder the infringer's profits that are attributable to the infringement as well as reasonable expenses

paid for rights protection.

Border enforcement agencies may adopt measures such as suspension of the release of suspected pirated copyright goods or counterfeit trademark goods by the right holder's application. Each Party shall adopt or maintain procedures with respect to import shipments under which a right holder, so that the Party's competent authorities can suspend the release of the suspected pirated copyright goods or counterfeit trademark goods. Each Party shall provide that where its competent authorities act upon their own initiative, the importer and the right holder shall be promptly notified of the suspension.

Criminal procedures and penalties should be applied in cases of willful copyright or related rights piracy or trademark counterfeiting on a commercial scale. In case of unauthorized copying of a cinematographic work on a commercial scale from a performance in a movie theatre which causes significant harm to a right holder in the market for that work, each Party shall adopt or maintain measures, which shall at a minimum include appropriate criminal procedures and penalties. Penalties include sentences of imprisonment as well as monetary fines sufficient to provide a deterrent consistent with the level of penalties applied for crimes of a corresponding gravity. The two may not necessarily be applied at the same time.

(K) Cooperation and consultation

RCEP encourages all Parties to cooperate in the field of intellectual property rights and conduct dialogue and information exchange on intellectual property issues, so as to promote the effective use and protection of intellectual property rights and the implementation of intellectual property rights. The scope of cooperation involves:

- (1) Border measures that facilitate international trade;

(2) Patent offices, to facilitate the sharing of search and examination work, and exchanges of information on quality assurance systems which may facilitate better understanding in the Parties' patent systems;

(3) Sharing information on steps each Party is taking to help prevent online copyright infringement;

(4) The protection system of new varieties of plants, including exceptions to the breeder's rights;

(5) Issues relating to patent grace periods;

(6) Issues relating to the procedures and processes of patent offices;

(7) Information on the protection of their respective geographical indications, including information on systems, procedures, and goods covered;

(8) Training of patent examiners in the examination of patent applications related to traditional knowledge associated with genetic resources.

(L) Transition periods

The transition period refers to the period before the Parties fully implement the provisions of the "Intellectual Property" section. Noting each Party's different stage of development, the RCEP Intellectual Property Chapter allows Parties to delay the implementation of certain provisions. The transition period for specific contracting Parties is shown in Table 5.3.2.

Table 5.3.2. The transition period for specific contracting Parties

	Provisions	Transition Periods
Cambodia	Subparagraph 1(e) of Article 11.9 (Multilateral Agreements) (with respect to the WCT)	10 years, which may be extended once for five years
	Subparagraph 1(f) of Article 11.9 (Multilateral Agreements) (with respect to the WPPT)	
	Article 11.14 (Circumvention of Effective Technological Measures)	
	Article 11.15 (Protection for Electronic Rights Management Information)	
	Article 11.19 (Trademarks Protection) (with respect to sound marks)	

	Subparagraphs 2(a) and (b) of Article 11.22 (Registration and Applications of Trademarks)	
	Article 11.48 (Protection of New Varieties of Plants)	
	Paragraph 2 of Article 11.62 (Destroying Infringing Goods and Materials and Implements)	
	Subparagraph 1(a) of Article 11.64 (Provisional Measures)	
	Subparagraphs 3(b) and (c) of Article 11.74 (Criminal Procedures and Penalties)	
	Article 11.75 (Effective Action against Infringement in the Digital Environment)	
Lao People's Dem. Rep.	Subparagraph 1(e) of Article 11.9 (Multilateral Agreements) (with respect to the WCT)	10 years
	Subparagraph 1(f) of Article 11.9 (Multilateral Agreements) (with respect to the WPPT)	
	Subparagraph 1(g) of Article 11.9 (Multilateral Agreements) (with respect to the Marrakesh Treaty)	15 years
	Article 11.19 (Trademarks Protection) (with respect to non-traditional marks)	15 years
	Subparagraph 2(a) of Article 11.22 (Registration and Applications of Trademarks)	10 years
Malaysia	Subparagraph 1(g) of Article 11.9 (Multilateral Agreements) (with respect to the Marrakesh Treaty)	Five years
Myanmar	Subparagraphs 1(a) through (g) of Article 11.9 (Multilateral Agreements) (with respect to the Paris Convention, the Berne Convention, the PCT, the Madrid Protocol, the WCT, the WPPT, and the Marrakesh Treaty)	10 years
	Article 11.19 (Trademarks Protection) (with respect to sound marks)	
	Subparagraphs 2(a) and (b) of Article 11.22 (Registration and Applications of Trademarks)	Five years
	Article 11.30 (Domestic Administrative Procedures for the Protection of Geographical Indications)	10 years
	Article 11.48 (Protection of New Varieties of Plants)	Five years
	Article 11.70 (Information Provided by Right Holders to Competent Authorities in Case of Ex Officio Action)	Three years
	Article 11.75 (Effective Action against Infringement in the Digital Environment)	10 years
Philippines	Article 11.19 (Trademarks Protection) (with respect to sound marks)	Five years
Thailand	Subparagraph 1(e) of Article 11.9 (Multilateral Agreements) (with respect to the WCT)	Three years
	Subparagraph 1(f) of Article 11.9 (Multilateral Agreements) (with respect to the WPPT)	
	Article 11.10 (Exclusive Rights of Authors, Performers, and Producers of Phonograms) (with respect to performers)	
	Article 11.11 (Right to Remuneration for Broadcasting) (with respect to performers)	Five years
	Article 11.44 (18-Month Publication)	
	Article 11.62 (Destroying Infringing Goods and Materials and Implements)	
Viet Nam	Subparagraph 1(e) of Article 11.9 (Multilateral Agreements) (with respect to the WCT)	
	Subparagraph 1(f) of Article 11.9 (Multilateral Agreements) (with respect to WPPT)	Three years

	Subparagraph 1(g) of Article 11.9 (Multilateral Agreements) (with respect to the Marrakesh Treaty)	Five years
	Article 11.19 (Trademarks Protection) (with respect to sound marks)	Three years
	Subparagraph 2(a) of Article 11.22 (Registration and Applications of Trademarks) (with respect to establishment of the system for electronic application for processing of trademarks)	Five years

Source: Annex I of "Intellectual Property". The transition period of the Philippines states that the contracting Parties will consider the Philippines' reasonable request for an extension of the period after the five-year period expires.

III. Contact point

Table 5.3.3 lists the information of RCEP contracting Parties' intellectual property authorities.

Table 5.3.3 List of the information of RCEP contracting Parties' intellectual property authorities.

	Information
China	Name: China National Intellectual Property Administration Website: https://www.cnipa.gov.cn/
Australia	Name: IP Australia Website: https://www.ipaustralia.gov.au/
New Zealand	Name: Intellectual Property Office of New Zealand Website: http://www.iponz.govt.nz/cms
Japan	Name: Japan Patent Office Website: https://www.jpo.go.jp/
Rep. of Korea	Name: Korean Intellectual Property Office Website: http://www.kipo.go.kr/
Thailand	Name: Department of Intellectual Property Website: http://www.ipthailand.org/ipthailand/
Myanmar	Name: Ministry of National Planning and Economic Development Telephone: +(951) 82 207/72 052/75 229
Malaysia	Name: The Official Portal of Intellectual Property Corporation of Malaysia (MyIPO) Website: www.myipo.gov.my
Singapore	Name: Intellectual Property Office of Singapore Website: https://www.ipos.gov.sg/topNav/hom/
Indonesia	Name: Directorate General of Intellectual Property Rights, Ministry of Law and Human Rights Website: http://www.dgip.go.id/ebscript/publicportal.cgi
Philippines	Name: Intellectual Property Office of Philippines Website: http://www.ipophil.gov.ph/
Lao People's Dem. Rep.	Name: Department of Intellectual Property, Ministry of Science and Technology Website: https://dip.gov.la
Viet Nam	Name: Intellectual Property Office of Viet Nam Website: http://www.noip.gov.vn/
Brunei Darussalam	Name: Intellectual Property Office of Brunei Darussalam Website: http://www.bruipo.gov.bn/SitePages/Home.aspx
Cambodia	Name: Ministry of Culture and Fine Arts Website: http://www.mcfa.gov.kh/#

Section 4 Government Procurement

Government procurement, also known as public procurement, refers to the behavior of a country's governmental departments to purchase goods, projects, and services using national fiscal funds and government loans to satisfy public and government services needs. From a macro point of view, government procurement is a regulation and control of a country's macro economy, plays a role in protecting and supporting national industries, and occupies a place in the total economic volume. However, with the development of the world economy, government procurement has gradually become a non-tariff barrier in international trade and restricts the market opening of the social public sector.

Chapter 16 Government Procurement in RCEP contains provisions on information exchange and cooperation, technical assistance, capacity building, and review. Chapter 16 Government Procurement will be further improved after the RCEP takes effect, which will promote all Parties to strengthen information exchange and cooperation in the field of government procurement at a higher level and in a wider scope, as well as expand the opening of the government procurement market in the region.

I. The content, scope and purpose of "Government Procurement"

The RCEP Government Procurement Chapter applies to the laws, regulations and procedures related to government procurement implemented by the central government entities of the contracting Parties. In addition, a least developed country Party will not be required to undertake any obligation regarding transparency and cooperation, but it may benefit from cooperation among the Parties. The purpose of government procurement is to strengthen cooperation between contracting Parties, enhance the transparency of relevant laws, regulations and procedures, and promote regional integration. Moreover, where government procurement is expressly open to international competition, each

Party, to the extent possible and as appropriate, shall conduct its government procurement in accordance with generally accepted government procurement principles as applied by that Party.

II. Introduction to core rules

(A) Transparency

In order to fulfill the obligation of information disclosure, each Party shall make publicly available its laws, regulations and procedures related to government procurement, including procurement opportunities, addresses and other information. Such information should be made available in the English language, to the extent possible. At the same time, Annex I of the RCEP Government Procurement Chapter provides the paper or electronic methods used by Parties to disclose transparency information, as shown in Table 5.4.1 below.

Table 5.4.1 Government procurement laws, regulations, procedures and bidding announcement information

	Contents	Websites
Australia	Publication of general laws and regulations	www.legislation.gov.au
	Publication of government procurement procedures	www.finance.gov.au
	Publication of tender notices	www.tenders.gov.au
New Zealand	Publication of general laws and regulations	www.legislation.govt.nz
	Publication of government procurement procedures	www.procurement.govt.nz
	Publication of tender notices	www.gets.govt.nz
China	Publication of government procurement laws, regulations, procedures, and tender notices	www.ccgp.gov.cn
Rep. of Korea	Publication of general laws, regulations, and procedures regarding government procurement	www.pps.go.kr
	Publication of tender notices	www.g2b.go.kr
Japan	Publication of general laws and regulations regarding government procurement by central government entities	Media
	Publication of the notice of intended procurement for certain procuremen	kanpou.npb.go.jp
Brunei Darussalam	Publication of procurement rules and regulations	<ol style="list-style-type: none"> 1. www.mofe.gov.bn/divisions/state-tenders-board-general-information.aspx 2. www.mofe.gov.bn/divisions/financial-regulation-1983.aspx 3. www.mofe.gov.bn/divisions/ministry-of-finance-circulars-22009.aspx

		<p>4. www.mofe.gov.bn/divisions/ministry-of-finance-circulars-32004.aspx</p> <p>5. www.mofe.gov.bn/divisions/ministry-of-finance-circulars-12014.aspx</p> <p>6. www.mofe.gov.bn/divisions/ministry-of-finance-circulars-12015.aspx</p> <p>7. www.mofe.gov.bn/divisions/debarm-ent-policy.aspx</p>
	Publication of tender advertisement	www.pelitabrunei.gov.bn/lists/iklaniklan/iklan%20tawaran.aspx
Indonesia	Publication of general laws, regulations, procedures, and tender notices	www.inaproc.id
Malaysia	Publication of general laws, regulations, and procedures regarding government procurement	www.treasury.gov.my
Philippines	Publication of general laws, regulations and procedures regarding government procurement	<p>1. www.officialgazette.gov.ph/</p> <p>2. www.gppb.gov.ph/</p>
	Publication of tender notices	www.philgeps.gov.ph/
Singapore	Publication of general laws and regulations	sso.agc.gov.sg/
	Publication of procedures and tender notices	www.gebiz.gov.sg
Thailand	Publication of general laws, regulations, procedures, and tender notices	www.gprocurement.go.th
Viet Nam	Publication of general laws, regulations, procedures, and tender notices	www.muasamcong.mpi.gov.vn

Note: Annex I of Government Procurement does not list the information discloser information of Myanmar and Cambodia.

(B) Cooperation

The RCEP Government Procurement Chapter encourages Parties to cooperate on matters related to government procurement, exchange information on Parties' laws, regulations, and procedures, and any modifications thereof, provide corresponding training and technical assistance, and share best practice information related to small and medium-sized enterprises including micro-enterprises, as well as information related to electronic procurement systems, with a view to achieving a better understanding of each Party's respective government procurement systems.

(C) Other rules

The RCEP Government Procurement Chapter also requires the Parties to establish a review mechanism, which can, as agreed by the Parties, conduct a general review of the government procurement chapter every five years after the agreement enters into force, with a view to improving this Chapter in the future to facilitate government procurement and further strengthening the

transparency and cooperation of the government procurement system among the contracting Parties. At the same time, each Party shall, within 30 days of the date of entry into force of this Agreement for that Party, designate one or more contact points to facilitate information sharing on government procurement cooperation and details of information and contact points.

III. Comparison of contents between RCEP Government Procurement and WTO Government Procurement Agreement

Table 4.4.2 compares the text content of the RCEP Government Procurement Chapter and the WTO Government Procurement Agreement. It can be observed that the RCEP Government Procurement Chapter provides a framework for contracting Parties, and the objectives, scope and principles of the chapter revolve around transparency and cooperation. Although the content and requirements of the RCEP Government Procurement Chapter are lower than those of the WTO Government Procurement Agreement, it specifies that relevant regulations will be improved and enriched regularly after the agreement takes effect. As the first opening attempt by developed and developing economies in the field of government procurement, the transparency and cooperation required by the RCEP Government Procurement Chapter are in line with the regional development positioning, can meet the needs of contracting Parties to a certain extent, and better open the regional government procurement market.

Table 5.4.2 RCEP's and WTO's regulations on government procurement

	RCEP	World Trade Organization
Efficacy	A chapter of RCEP will enter into force on January 1, 2022.	A plurilateral agreement in World Trade Agreement has strong binding force and grants each party the right of market access, which is concluded by 41 countries and regions.
Join	Accession shall be agreed by RCEP members, and accord to specific procedures of RCEP Joint Commission.	There are three steps, including application, negotiation and formal accession. The negotiation is divided into two aspects. One

	Also, countries who need accessions shall obey any terms and conditions among members.	is price negotiation to clarify the central government, sub-central government and other entities. The other is legal negotiation to clarify how to harmonize the provisions between government procurement and agreement.
Perform	Some RCEP members open their own electronic or paper information of government procurement when signing RCEP. After RCEP entry into force, the disclosure of relevant laws and regulations on government procurement, as well as the establishment of contract mechanism are mandatory obligations. While the efforts to open procurement procedures, electronic disclosure and presentation in English are encouraged. It also recommends members to exchange information, provide training and technical assistance and share information results. This chapter will be refined through a review mechanism in the future.	Each party shall ensure that domestic legislation complies with the obligations of agreement, and obey all provisions. The preamble explains the main purpose but does not specify the mode of implementation by members.
Entities	Central government	Central government, Sub-central government and other entities in annexes.
Purpose, principle and content	Transparency and cooperation	Transparency; Elimination discrimination; Special and differential treatment for developing countries; Ethical conduct (integrity and avoidance of conflicts of interest); Appeals, consultations and dispute settlement; Exception

Source: Dacheng Law Firm.

Section 5 Economic and Technical Cooperation

As a giant free trade agreement, the RCEP contracting Parties have different levels of economic development. Singapore and Australia rank the top in the world in terms of per capita GDP, while Myanmar and Cambodia are the least developed countries. Noting the optimal allocation of regional resources and the needs of balanced development in various regions, RCEP has set up a separate chapter for economic and technical cooperation, including scope, resources, and work plans, and provided programmatic and framework content for the implementation of technical assistance and capacity building by Parties. This points out the direction of future economic and technological cooperation, with a view to ensure that the Parties fully benefit from the agreement and narrow

the economic gap.

I. The content, scope and objectives of Economic and Technical Cooperation

The economic and technical cooperation carried out by the Parties includes: trade in goods, trade in services, investment, intellectual property, electronic commerce, competition, small and medium enterprises and other matters, as agreed upon among the Parties. Economic and technical cooperation should be clearly stated in the work plan to support the inclusive, effective and efficient implementation and use of the agreement. Table 5.5.1 summarizes the economic and technical cooperation projects in the main chapters.

Table 5.5.1 Economic and technical cooperation projects in main chapters

Activities	Articles	Contents
Intellectual Property	Article 11.76	<p>5. The Parties shall cooperate on border measures with a view to eliminating international trade in goods that infringe intellectual property rights.</p> <p>6. The Parties shall endeavour to, where appropriate, cooperate among their respective patent offices to facilitate the sharing of search and examination work, and exchanges of information on quality assurance systems which may facilitate better understanding in the Parties' patent systems.</p> <p>7. The Parties shall endeavour to cooperate by sharing information on steps each Party is taking to help prevent online copyright infringement.</p> <p>8. The Parties may cooperate on the administration of systems for the protection of new varieties of plants, including exceptions to the breeder's rights, in relation to paragraph 3 of Article 11.9 (Multilateral Agreements) or Article 11.48 (Protection of New Varieties of Plants).</p> <p>9. The Parties shall endeavour to cooperate on issues relating to patent grace periods in order to support innovation.</p> <p>10. The Parties may cooperate on issues relating to the procedures and processes of their respective patent offices, with a view to reducing the cost of obtaining the grant of a patent.</p> <p>11. The Parties may exchange information on the protection of their respective geographical indications, including information on systems, procedures, and goods covered.</p> <p>12. The Parties may cooperate on the training of patent examiners in the examination of patent applications related to traditional knowledge associated with genetic resources.</p>
Electronic Commerce	Article 12.4	<p>1. Each Party shall, where appropriate, cooperate to:</p> <p>(a) work together to assist small and medium enterprises to overcome obstacles in the use of electronic commerce;</p> <p>(b) identify areas for targeted cooperation between the Parties which will help Parties implement or enhance their electronic commerce</p>

		<p>legal framework, such as research and training activities, capacity building, and the provision of technical assistance;</p> <p>(c) share information, experiences, and best practices in addressing challenges related to the development and use of electronic commerce;</p> <p>(d) encourage business sectors to develop methods or practices that enhance accountability and consumer confidence to foster the use of electronic commerce; and</p> <p>(e) actively participate in regional and multilateral fora to promote the development of electronic commerce.</p>
Competition	Article 13.4	<p>notification by a Party to another Party of its competition law enforcement activities that it considers may substantially affect the important interests of the other Party, as promptly as reasonably possible;</p> <p>(b) upon request, discussion between or among Parties to address any matter relating to competition law enforcement that substantially affects the important interest of the requesting Party;</p> <p>(c) upon request, exchange of information between or among Parties to foster understanding or to facilitate effective competition law enforcement; and</p> <p>(d) upon request, coordination in enforcement actions between or among Parties in relation to the same or related anti-competitive activities.</p>
Small and Medium Enterprises	Article 14.3	<p>The Parties shall strengthen their cooperation under this Chapter, which may include:</p> <p>(a) encouraging efficient and effective implementation of facilitative and transparent trade rules and regulations;</p> <p>(b) improving small and medium enterprises' access to markets and participation in global value chains, including by promoting and facilitating partnerships among businesses;</p> <p>(c) promoting the use of electronic commerce by small and medium enterprises;</p> <p>(d) exploring opportunities for exchanges of experiences among Parties' entrepreneurial programmes;</p> <p>(e) encouraging innovation and use of technology;</p> <p>(f) promoting awareness, understanding, and effective use of the intellectual property system among small and medium enterprises;</p> <p>(g) promoting good regulatory practices and building capacity in formulating regulations, policies, and programmes that contribute to small and medium enterprise development; and</p> <p>(h) sharing best practices on enhancing the capability and competitiveness of small and medium enterprises.</p>

The objectives of the RCEP Economic and Technical Cooperation Chapter are:

(1) Importance. Other RCEP Parties are advocated to carry out economic and technical cooperation in areas where the Parties have mutual benefits and interests and complement their existing economic partnership;

(2) Feasibility. The Parties shall seek to prioritize economic and technical cooperation initiatives and, where possible, minimize

duplication of ongoing efforts and utilization of resources and improve efficiency;

(3) Necessity. The development gaps among the Parties will be fully considered, and mutual benefits from the implementation and utilization of this Agreement will be sought to maximize.

II. Core Regulations

(A) Resources

The economic and technical cooperation provisions on resources are in Chapter 15, Article 4, which requires that resources for economic and technical cooperation shall be provided voluntarily and in a manner that is agreed upon among the relevant Parties. It allows that the Parties, on the basis of mutual benefit, may consider the contribution of technical assistance and capacity building from non-Parties or sub-regional, regional, or international organizations or institutions.

(B) Work program

The RCEP Economic and Technical Cooperation Chapter defines the work program as a list of economic and technical cooperation activities jointly determined by the contracting Parties. Parties shall develop the work program taking into consideration the economic and technical cooperation provisions in this Agreement and the needs identified by the sustainable development committees in charge of economic and technical cooperation, and give priority to activities that provide capacity building and technical assistance to developing country Parties and least developed country Parties, that increase public awareness, that enhance access to information for businesses, and other activities as may be agreed upon among the Parties. The Parties may, when necessary and as may be agreed, modify the work program.

(C) Least developed country Parties which are member states of

ASEAN

Taking into consideration that RCEP contracting Parties include least developed countries with poor economic development, i.e. Cambodia, Laos, and Myanmar, the agreement stipulates that other RCEP contracting Parties shall provide capacity building and technical assistance to the least developed contracting Parties. According to the objectives of economic and technical cooperation, Table 5.5.2 lists the technical assistance stipulated in the chapter on intellectual property.

Table 5.5.2 List of technical assistance to Cambodia, Laos and Myanmar

	Technical Assistance
Cambodia	Support in capacity building for: with a view to supporting the operational needs of Cambodia, support in setting up a system for the electronic application for processing, registering, and maintenance of trademarks. staff members and experts involved in law amendment processes to cover sound mark protection; trademark examiners, with respect to the protection of sound marks; information technology experts, with a view to maintaining and developing an electronic application system for trademarks, patent, and new varieties of plants; and staff members and experts involved in RMI, technological measures, and enforcement. providing expertise on accession to the WCT and the WPPT.
Lao People's Dem. Rep.	With a view to supporting the operational needs of Lao People's Dem. Rep., support in setting up a system for the electronic application for processing, registering, and maintenance of trademarks.
Myanmar	Support with respect to the operation of collective management organisations and establishment and provision of services to members of collective management organisations. Support in the necessary training for the trademark examiners to have competency for all types of trademarks, being not limited to traditional trademarks, which are visually perceptible marks. With a view to supporting the operational needs of Myanmar, support in setting up an electronic application system for processing, registration, and maintenance of trademarks. With a view to supporting the operational needs of Myanmar, support in setting up a publicly accessible online electronic database of trademark applications and registrations. Support in the implementation and development of a system with respect to the protection of geographical indications. Support in developing capacity of customs authorities of Myanmar to effectively check pirated copyright goods and counterfeit trademark goods for enforcement by ex officio action. Support for the operational needs of Myanmar to take effective action against infringement in the digital environment.

(D) Dispute settlement and competent authorities

Matters related to economic and technical cooperation are under the jurisdiction of the sustainable development committees

affiliated with the RCEP Joint Committee. The main functions include:

- (1) Develop and coordinate work programs and their implementation mechanism;
- (2) Coordinate with one or more contracting Parties to provide reports, including the final completion report of each activity;
- (3) Supervise and evaluate the implementation of work programs to evaluate its overall effectiveness and contribution to the implementation of this agreement;
- (4) Establish and maintain effective communication and coordination with other subsidiary bodies, including other committees, on economic and technical cooperation activities and related issues.