

COMPREHENSIVE AND PROGRESSIVE AGREEMENT

FOR

TRANS-PACIFIC PARTNERSHIP

PREAMBLE

The Parties to this Agreement, resolving to :

REAFFIRM the matters embodied in the preamble to the Trans-Pacific Partnership Agreement, done at Auckland on 4 February 2016 (hereinafter referred to as “the TPP”);

REALISE expeditiously the benefits of the TPP through this Agreement and their strategic and economic significance;

CONTRIBUTE to maintaining open markets, increasing world trade, and creating new economic opportunities for people of all incomes and economic backgrounds;

PROMOTE further regional economic integration and cooperation between them;

ENHANCE opportunities for the acceleration of regional trade liberalisation and investment;

REAFFIRM the importance of promoting corporate social responsibility, cultural identity and diversity, environmental protection and conservation, gender equality, indigenous rights, labour rights, inclusive trade, sustainable development and traditional knowledge, as well as the importance of preserving their right to regulate in the public interest; and

全面与进步 跨太平洋伙伴关系协定

序言

本协定缔约方，决心：

重申 2016 年 2 月 4 日订于奥克兰的《跨太平洋伙伴关系协定》(下称“TPP”)序言中所含事项；

通过本协定快速**实现 TPP** 的收益及其战略和经济意义；

致力于维护开放市场，增加世界贸易，为不同收入水平和经济背景的人民创造新的经济机会；

促进缔约方之间进一步区域经济一体化与合作；

为加快区域贸易自由化和投资**增加**机会；

重申促进企业社会责任、文化认同和多样性、环境保护和保育、性别平等、土著权利、劳工权利、包容性贸易、可持续发展和传统知识的重要性，及保留其出于公共利益进行监管的权利的重要性；同时

WELCOME the accession of other States or separate customs territories to this Agreement,

HAVE AGREED as follows :

Article 1 : Incorporation of the Trans-Pacific Partnership Agreement

1. The Parties hereby agree that, under the terms of this Agreement, the provisions of the Trans-Pacific Partnership Agreement, done at Auckland on 4 February 2016 (“the TPP”) are incorporated, by reference, into and made part of this Agreement *mutatis mutandis*, except for Article 30.4 (Accession), Article 30.5 (Entry into Force), Article 30.6 (Withdrawal) and Article 30.8 (Authentic Texts).¹

2. For the purposes of this Agreement, references to the date of signature in the TPP shall mean the date of signature of this Agreement.

3. In the event of any inconsistency between this Agreement and the TPP, when the latter is in force, this Agreement shall prevail to the extent of the inconsistency.

Article 2 : Suspension of the Application of Certain Provisions

Upon the date of entry into force of this Agreement, the Parties shall suspend the application of the provisions set out in the Annex to this Agreement, until the Parties agree to end suspension of one or more of these provisions.²

¹ For greater certainty, nothing in this Agreement shall provide any rights to any non-Party to this Agreement.

² For greater certainty, any agreement by the Parties to end a suspension shall only apply to a Party upon the completion of that Party’s applicable legal procedures.

欢迎其他国家或单独关税区加入本协定，

达成协议如下：

第 1 条 《跨太平洋伙伴关系协定》的纳入

1. 缔约方特此同意，根据本协定条款，2016 年 2 月 4 日订于奥克兰的《跨太平洋伙伴关系协定》（“TPP”）条款经必要修改后以引用方式纳入本协定，并成为本协定一部分，但第 30.4 条(加入)、第 30.5 条(生效)、第 30.6 条(退出)和第 30.8 条(作准文本)除外。¹
2. 就本协定而言，TPP 中提及的签署日期应指本协定签署日期。
3. 如本协定与 TPP 之间出现任何不一致，当后者有效时，在不一致的范围内应以本协定为准。

第 2 条 特定条款暂停适用

自本协定生效之日起，缔约方应暂停适用本协定附件中所列条款，直至缔约方同意终止暂停适用这些条款中的一项或多项为止。²

¹为进一步明确，本协定中任何条款不得为本协定任何非缔约方赋予任何权利。

²为进一步明确，仅当一缔约方完成其适用法律程序后，缔约方关于终止暂停适用的协议方可对该缔约方适用。

Article 3 : Entry into Force

1. This Agreement shall enter into force 60 days after the date on which at least six or at least 50 per cent of the number of signatories to this Agreement, whichever is smaller, have notified the Depository in writing of the completion of their applicable legal procedures.

2. For any signatory to this Agreement for which this Agreement has not entered into force under paragraph 1, this Agreement shall enter into force 60 days after the date on which that signatory has notified the Depository in writing of the completion of its applicable legal procedures.

Article 4 : Withdrawal

1. Any Party may withdraw from this Agreement by providing written notice of withdrawal to the Depository. A withdrawing Party shall simultaneously notify the other Parties of its withdrawal through the overall contact points designated under Article 27.5 (Contact Points) of the TPP.

2. A withdrawal shall take effect six months after a Party provides written notice to the Depository under paragraph 1, unless the Parties agree on a different period. If a Party withdraws, this Agreement shall remain in force for the remaining Parties.

Article 5 : Accession

After the date of entry into force of this Agreement, any State or separate customs territory may accede to this Agreement, subject to such terms and conditions as may be agreed between the Parties and that State or separate customs territory.

第 3 条 生效

1. 本协定在至少 6 个或至少 50% 本协定签署方，以数量少者为准，已书面通知交存方其已完成其适用法律程序之日后 60 天生效。
2. 对于未根据第 1 款对其生效的任何本协定签署方，本协定应于该签署方已书面通知交存方其已完成适用法律程序之日后 60 天生效。

第 4 条 退出

1. 任何缔约方可通过向交存方提交书面退出通知而退出本协定。拟退出的缔约方应同时通过 TPP 第 27.5 条(联络点)指定的总联络点将其退出事通知其他缔约方。
2. 退出应在一缔约方根据第 1 款向交存方提交书面通知后 6 个月生效，除非缔约方就另一不同期限达成一致。如一缔约方退出，则本协定应对其他缔约方依然有效。

第 5 条 加入

本协定生效之日后，任何国家或单独关税区可加入本协定，但须遵守缔约方与该国家或单独关税区可能议定的条款和条件。

Article 6 : Review of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership

Further to Article 27.2 (Functions of the Commission) of the TPP, if the entry into force of the TPP is imminent or if the TPP is unlikely to enter into force, the Parties shall, on request of a Party, review the operation of this Agreement so as to consider any amendment to this Agreement and any related matters.

Article 7 : Authentic Texts

The English, Spanish and French texts of this Agreement are equally authentic. In the event of any divergence between those texts, the English text shall prevail.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE at Santiago the eighth day of March, two thousand and eighteen, in the English, French and Spanish languages.

第 6 条 对《全面与进步跨太平洋伙伴关系协定》的审议

根据 TPP 第 27.2 条(自贸协定委员会的职能), 如 TPP 即将生效或如 TPP 不太可能生效, 则应一缔约方要求, 缔约方应审议本协定运用情况, 以考虑对本协定的任何修正及任何相关事宜。

第 7 条 作准文本

本协定的英文、西班牙文和法文文本同等作准。如文本间出现分歧, 则应以英文文本为准。

下列代表经各自政府授权签署本协定, 以昭信守。

本协定于 2018 年 3 月 8 日订于圣地亚哥, 用英文、法文和西班牙文写成。

ANNEX³

1. Chapter 5 (Customs Administration and Trade Facilitation)

Article 5.7 (Express Shipments) – paragraph 1 – subparagraph (f): second sentence

2. Chapter 9 (Investment)

(a) Article 9.1 (Definitions):

(i) definition of **investment agreement** including footnotes 5 through 9;

(ii) definition of **investment authorisation** including footnotes 10 and 11;

(b) Article 9.19 (Submission of a Claim to Arbitration)

(i) paragraph 1:

(A) subparagraph (a)(i)(B) including footnote 31;

(B) subparagraph (a)(i)(C);

(C) subparagraph (b)(i)(B);

(D) subparagraph (b)(i)(C);

³ To assist with the understanding of this Annex, the Parties have used a colon to indicate the specific portion(s) of a provision that has been suspended.

附件³

1. 第 5 章(海关管理和贸易便利化)

第 5.7 条(快运货物)-第 1 款-(f)项: 第 2 句

2. 第 9 章(投资)
 - (a) 第 9.1 条(定义):
 - (i) 投资协议的定义, 包括脚注 5 至 9;
 - (ii) 投资授权的定义, 包括脚注 10 和 11;

 - (b) 第 9.19 条(提交仲裁请求)
 - (i) 第 1 款:
 - (A) (a)项(i)目(B)子目, 包括脚注 31;
 - (B) (a)项(i)目(C)子目;
 - (C) (b)项(i)目(B)子目;
 - (D) (b)项(i)目(C)子目;

³ 为使本附件便于理解, 缔约方用冒号表明一条款中暂停适用的具体内容。

(E) the chaussette “provided that a claimant may submit pursuant to subparagraph (a)(i)(C) or (b)(i)(C) a claim for breach of an investment agreement only if the subject matter of the claim and the claimed damages directly relate to the covered investment that was established or acquired, or sought to be established or acquired, in reliance on the relevant investment agreement.”;

(ii) paragraph 2: all of this paragraph including footnote 32;

(iii) paragraph 3 – subparagraph (b): the phrase “investment authorisation or investment agreement”;

(c) Article 9.22 (Selection of Arbitrators): paragraph 5;

(d) Article 9.25 (Governing Law): paragraph 2 including footnote 35;

(e) Annex 9-L (Investment Agreements): all of this Annex

3. Chapter 10 (Cross-Border Trade in Services)

Annex 10-B (Express Delivery Services):

(a) paragraph 5 including footnote 13;

(b) paragraph 6 including footnote 14

4. Chapter 11 (Financial Services)

(a) Article 11.2 (Scope) – paragraph 2 – subparagraph (b): the phrase “Article 9.6 (Minimum Standard of Treatment)” including footnote 3;

(b) Annex 11-E: all of this Annex

(E) “只有请求的标的和所要求的损害赔偿与依赖相关投资协议已设立或获得或寻求设立或获得的涵盖投资直接相关时，该申请人方可根据(a)项(i)目(C)子目或(b)项(i)目(C)子目提交违反该投资协议的请求。”一句；

(ii) 第 2 款：该款全文，包括脚注 32；

(iii) 第 3 款-(b)项：“投资授权或投资协议”的措辞；

(c) 第 9.22 条(仲裁员的选择)：第 5 款；

(d) 第 9.25 条(准据法)：第 2 款，包括脚注 35；

(e) 附件 9-L(投资协议)：该附件全文

3. 第 10 章(跨境服务贸易)

附件 10-B(快递服务)：

(a) 第 5 款，包括脚注 13；

(b) 第 6 款，包括脚注 14

4. 第 11 章(金融服务)

(a) 第 11.2 条(范围)-第 2 款-(b)项：“第 9.6 条(最低标准待遇)”的措辞，包括脚注 3；

(b) 附件 11-E：该附件全文

5. Chapter 13 (Telecommunications)

Article 13.21 (Resolution of Telecommunications Disputes) – paragraph 1: subparagraph (d) including the heading “*Reconsideration*” and footnote 22

6. Chapter 15 (Government Procurement)

(a) Article 15.8 (Conditions for Participation): paragraph 5 including footnote 1;

(b) Article 15.24 (Further Negotiations) – paragraph 2: the phrase “No later than three years after the date of entry into force of this Agreement”⁴

7. Chapter 18 (Intellectual Property)

(a) Article 18.8 (National Treatment): the last two sentences of footnote 4;

(b) Article 18.37 (Patentable Subject Matter)

(i) paragraph 2: all of this paragraph;

(ii) paragraph 4: the last sentence;

(c) Article 18.46 (Patent Term Adjustment for Unreasonable Granting Authority Delays): all of this Article including footnotes 36 through 39;

(d) Article 18.48 (Patent Term Adjustment for Unreasonable Curtailment): all of this Article including footnotes 45 through 48;

⁴ The Parties agree that negotiations referred to in paragraph 2 of Article 15.24 (Further Negotiations) shall commence no earlier than five years after entry into force of this Agreement, unless the Parties agree otherwise. Such negotiations shall commence at the request of a Party.

5. 第 13 章(电信)

第 13.21 条(电信争端的解决)-第 1 款: (d)项, 包括标题“复议”及脚注 22

6. 第 15 章(政府采购)

(a) 第 15.8 条(参加条件): 第 5 款, 包括脚注 1;

(b) 第 15.24 条(进一步谈判)-第 2 款: “不迟于本协定生效之日后 3 年”⁴的措辞

7. 第 18 章(知识产权)

(a) 第 18.8 条(国民待遇): 脚注 4 最后 2 句;

(b) 第 18.37 条(可授予专利的客体)

(i) 第 2 款: 该款全文;

(ii) 第 4 款: 最后一句;

(c) 第 18.46 条(因授予机关不合理迟延而调整专利期): 该条全文, 包括脚注 36 至 39;

(d) 第 18.48 条(因不合理缩短而调整专利期): 该条全文, 包括脚注 45 至 48;

⁴ 缔约方同意, 第 15.24 条(进一步谈判)第 2 款中所指的谈判应不早于本协定生效 5 年开始, 除非缔约方另有议定。此类谈判应一缔约方请求而开始。

- (e) Article 18.50 (Protection of Undisclosed Test or Other Data): all of this Article including footnotes 50 through 57;
 - (f) Article 18.51 (Biologics): all of this Article including footnotes 58 through 60;
 - (g) Article 18.63 (Term of Protection for Copyright and Related Rights): all of this Article including footnotes 74 through 77;
 - (h) Article 18.68 (Technological Protection Measures (TPMs)): all of this Article including footnotes 82 through 95;
 - (i) Article 18.69 (Rights Management Information (RMI)): all of this Article including footnotes 96 through 99;
 - (j) Article 18.79 (Protection of Encrypted Program-Carrying Satellite and Cable Signals): all of this Article including footnotes 139 through 146;
 - (k) Article 18.82 (Legal Remedies and Safe Harbours): all of this Article including footnotes 149 through 159;
 - (l) Annex 18-E (Annex to Section J): all of this Annex;
 - (m) Annex 18-F (Annex to Section J): all of this Annex
8. Chapter 20 (Environment)
- Article 20.17 (Conservation and Trade) – paragraph 5: the phrase “or another applicable law” including footnote 26
9. Chapter 26 (Transparency and Anti-Corruption)

- (e) 第 18.50 条(保护未披露试验数据或其他数据): 该条全文, 包括脚注 50 至 57;
- (f) 第 18.51 条(生物制剂): 该条全文, 包括脚注 58 至 60;
- (g) 第 18.63 条(版权和相关权的保护期限): 该条全文, 包括脚注 74 至 77;
- (h) 第 18.68 条(技术保护措施(TPMs)): 该条全文, 包括脚注 82 至 95;
- (i) 第 18.69 条(权利管理信息(RMI)): 该条全文, 包括脚注 96 至 99;
- (j) 第 18.79 条(对载有加密节目的卫星和有线信号的保护): 该条全文, 包括脚注 139 至 146;
- (k) 第 18.82 条(法律救济和安全港): 该条全文, 包括脚注 149 至 159;
- (l) 附件 18-E(J 节的附件): 该附件全文;
- (m) 附件 18-F(J 节的附件): 该附件全文

8. 第 20 章(环境)

第 20.17 条(保护和贸易)-第 5 款: “或另一适用法律”的措辞, 包括脚注 26

9. 第 26 章(透明度和反腐败)

Annex 26-A (Transparency and Procedural Fairness for Pharmaceutical Products and Medical Devices): Article 3 (Procedural Fairness) including footnotes 11 through 16

10. Annex II

Schedule of Brunei Darussalam – 14 – paragraph 3: the phrase “after the signature of this Agreement”⁵

11. Annex IV

Schedule of Malaysia – 3 and 4 – Scope of Non-Conforming Activities (hereinafter referred to as the “Scope”): all references to the phrase “after signature of this Agreement”⁶

⁵ As a result of the suspension, the Parties agree that the phrase “after the signature of this Agreement” shall refer to after the entry into force of this Agreement for Brunei Darussalam. Therefore, the Parties understand that the reference to “Any non-conforming measure adopted or maintained” in this paragraph shall mean any non-conforming measure adopted or maintained after the date of entry into force of this Agreement for Brunei Darussalam.

⁶ As a result of the suspension, the Parties agree that the phrase “after signature of this Agreement” shall refer to after the entry into force of this Agreement for Malaysia. Therefore, the Parties understand that the references in the Scope to:

- (a) “the first year” shall be the first one year period;
- (b) “the second and third years” shall be the second and third one year periods;
- (c) “the fourth year” shall be the fourth one year period;
- (d) “the fifth year” shall be the fifth one year period; and
- (e) “the sixth year” shall be the sixth one year period,

counted from the date of entry into force of this Agreement for Malaysia.

附件 26-A(药品和医疗设备的透明度和程序公正): 第 3 条(程序公正),
包括脚注 11 至 16

10. 附件 II(服务投资负面清单)

文莱达鲁萨兰国减让表-14-第 3 款: “在本协定签署后”⁵的措辞

11. 附件 IV(国有企业负面清单)

马来西亚减让表-3 和 4-不符活动的范围(下称“范围”): 所有提及的
“在本协定签署后”⁶的措辞

⁵ 由于此项暂停适用, 缔约方同意“在本协定签署后”的措辞应指在本协定对文莱达鲁萨兰国生效后。因此, 缔约方理解, 本款中“采取或维持的任何不符措施”应指在本协定对文莱达鲁萨兰国生效之日后采取或维持的任何不符措施。

⁶ 由于此项暂停适用, 缔约方同意“本协定签署后”应指本协定对马来西亚生效后。因此, 缔约方理解, 在“范围”中:

- (a) “第 1 年”应指第 1 个一年期限;
- (b) “第 2 年和第 3 年”应指第 2 个和第 3 个一年期限;
- (c) “第 4 年”应指第 4 个一年期限;
- (d) “第 5 年”应指第 5 个一年期限; 以及
- (e) “第 6 年”应指第 6 个一年期限,

上述期限自本协定对马来西亚生效之日起计算。