

CHAPTER 19

INSTITUTIONAL, GENERAL AND FINAL PROVISIONS

ARTICLE 19.1

Joint Committee

1. The Parties hereby establish a Joint Committee comprising delegates of Singapore and MERCOSUR, represented by the National Coordinators of the Common Market Group of each Signatory MERCOSUR State or their representatives.
2. The first meeting of the Joint Committee shall be held within one year after the entry into force of this Agreement. Thereafter, the Joint Committee shall meet every two years, unless the Parties agree otherwise. The Joint Committee shall be co-chaired by a representative of Singapore and a representative of MERCOSUR. The Joint Committee shall agree on its meeting schedule and set its agenda. The Joint Committee may meet in person or by any other means, as mutually agreed by the Parties.
3. The Joint Committee shall:
 - (a) oversee and ensure the general functioning of this Agreement;
 - (b) supervise and facilitate the implementation and application of this Agreement, and further its general aims;
 - (c) supervise the work of all subcommittees, working groups and other bodies established under this Agreement;
 - (d) consider ways to further enhance trade relations between the Parties;
 - (e) seek to prevent or solve any issues that may arise in relation to the interpretation and

application of the Agreement without prejudice to Chapter 18 (Dispute Settlement);

- (f) examine any effects of an accession of a third country to MERCOSUR pursuant to Article.19.16 (Accessions to MERCOSUR) and, where appropriate, put in place any necessary adjustments or transition arrangements; and
- (g) consider any other matter of interest relating to an area covered by this Agreement.

4. The Joint Committee may:

- (a) decide to establish or dissolve any subcommittee, working group or other body, or allocate responsibilities or functions to it;
- (b) communicate with all interested parties including private sector and civil society organisations;
- (c) consider or adopt decisions to modify, in fulfilment of the objectives of this Agreement:
 - (i) Annex 2-A of Chapter 2 (National Treatment and Market Access for Goods), including its Appendices;
 - (ii) Chapter 3 (Rules of Origin) and its Annexes;
 - (iii) Annex 13-A of Chapter 13 (Government Procurement), including its Appendices;
 - (iv) Annex I (Schedules of Specific Commitments for Investment), Annex II (Schedules of Specific Commitments for Services), and Annex III (Schedules of Reservations and Non-conforming Measures for Services and Investment);
 - (v) Annex 15-A1, Annex 15-A2 and Annex 15-A3 of Chapter 15 (Intellectual Property Rights); or
 - (vi) any other areas that the Joint Committee may agree upon;

- (d) adopt interpretations of the provisions of this Agreement, which shall be binding on the Parties and all bodies set up under this Agreement including arbitration panels or arbitral tribunals referred to under Chapter 9 (Investment) and Chapter 18 (Dispute Settlement);
- (e) adopt decisions or make recommendations as envisaged by this Agreement;
- (f) adopt its own rules of procedure; and
- (g) take any other action in the exercise of its functions as the Parties may agree.

ARTICLE 19.2

Subcommittees, working groups and other bodies

1. The composition, responsibilities and functions of subcommittees, working groups or any other bodies may be set out either by relevant provisions of this Agreement or by the Joint Committee acting consistently with this Agreement.
2. The subcommittees, working groups or any other bodies shall inform the Joint Committee of their schedule and agenda sufficiently in advance of their meetings. They may meet in person or by any other means, as mutually agreed by the Parties. They shall report to the Joint Committee on their activities at each regular meeting of the Joint Committee.
3. The Joint Committee may decide to change or undertake for itself any responsibility or function assigned to a subcommittee, a working group or any other body.
4. The creation or existence of a subcommittee, a working group or any other body shall not prevent a Party from bringing any matter directly to the Joint Committee.
5. With respect to matters related to their area of competence, the subcommittees shall have the power to:
 - (a) monitor the implementation and ensure the proper functioning of this Agreement, and collaborate with the Joint Committee and other subcommittees for this purpose;

- (b) adopt by agreement of the Parties recommendations and draft decisions proposed to be taken by the Joint Committee in accordance with Article 19.3 (Decision-making), related to all matters where this Agreement so provides;
 - (c) discuss issues arising from the implementation of this Agreement or of any supplementing agreement with a view to resolving them, without prejudice to Chapter 18 (Dispute Settlement); and
 - (d) provide a forum for the Parties to exchange information, discuss best practices and share implementation experience.
6. The tasks of the subcommittees are further defined as appropriate in the relevant chapters of this Agreement and can be modified, if necessary, by decision of the Joint Committee.

ARTICLE 19.3

Decision-making

1. Where provided for in this Agreement, the Joint Committee may adopt decisions which shall be binding on the Parties. The Parties shall take the necessary measures to implement such decisions.
2. The Joint Committee and other subcommittees may make appropriate recommendations, where provided for in this Agreement.
3. Decisions and recommendations under this Agreement shall be adopted by consensus among the Parties.
4. If a decision adopted by the Joint Committee requires the fulfilment of internal procedures by any of the Parties, the decision shall enter into force on the date that the last Party notifies that its internal requirements have been fulfilled, unless otherwise agreed. The Joint Committee may decide that such decisions may be applicable for those Parties that have fulfilled their internal

requirements, provided that at least one Signatory MERCOSUR State, of the one part, and Singapore, of the other part, are among those Parties.

5. In case the Joint Committee considers or adopts decisions to modify parts of the Agreement, as per subparagraph (c) of Article 19.1 (4) (Joint Committee), the Parties may indicate, in accordance with their laws and regulations, whether they need to submit such modification to further internal processes, including ratification, acceptance or approval.

ARTICLE 19.4

Contact points

1. For the purposes of this Agreement, all communications or notifications to or by a Party shall be made through its contact point.
2. The contact points of the Parties are:
 - (a) for MERCOSUR, National Coordinators of the Common Market Group of the Signatory MERCOSUR States, or its successors; and
 - (b) for Singapore, the Director of Americas Division, Ministry of Trade and Industry, or its successor.
3. Each Party shall notify the other Parties of any changes in its contact point in due time.

ARTICLE 19.5

Relations with other agreements

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

2. If a Party considers that a provision of this Agreement is inconsistent with a provision of another agreement to which that Party and at least one other Party are party, the relevant Parties which are party to the other agreement shall immediately consult each other with a view to finding a mutually satisfactory solution. This paragraph shall be without prejudice to a Party's rights and obligations under Chapter 18 (Dispute Settlement).¹

3. Notwithstanding paragraph 2, if this Agreement explicitly contains provisions dealing with such inconsistency as indicated in paragraph 2, those provisions shall apply.

4. For the purposes of this Agreement, any reference to articles in GATT 1994 or GATS includes the interpretative notes, where applicable.

ARTICLE 19.6

Evolving WTO Law

If any provision of the WTO Agreement that the Parties have incorporated into this Agreement is amended, the Parties shall consult with each other, via the Joint Committee, with a view to finding a mutually satisfactory solution, where necessary. As a result of such a review, the Parties may, by decision of the Joint Committee, amend or modify this Agreement accordingly.

ARTICLE 19.7

General Exceptions

1. Article XX (General Exceptions) of GATT 1994 and its interpretive notes are incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of:

¹ For greater certainty, the Parties agree that the fact that an agreement provides more favourable treatment of goods, services, investment, or persons than that provided for under this Agreement does not mean that there is an inconsistency within the meaning of paragraph 2.

(a) Chapter 2 (National Treatment and Market Access for Goods), Chapter 3 (Rules of Origin), Chapter 5 (Trade Remedies), Chapter 7 (Sanitary and Phytosanitary Measures), Chapter 8 (Technical Barriers to Trade), Chapter 4 (Customs and Trade Facilitation); and

(b) Chapter 12 (Electronic Commerce), except to the extent that a provision of these Chapters applies to services or investment.

2. Article XIV (a), (b) and (c) (General Exceptions) of GATS (including its footnotes) is incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of:

(a) Chapter 10 (Trade in Services) and Chapter 11 (Movement of Natural Persons); and

(b) Chapter 12 (Electronic Commerce), to the extent that a provision of these Chapters applies to services.

3. Article XIV (a), (b) and (c) (General Exceptions) of GATS (including its footnotes) and Article XX(g) (General Exceptions) of GATT are incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of Chapter 9 (Investment Chapter).

ARTICLE 19.8

Security exceptions

Nothing in this Agreement shall be construed:

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

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

(i) relating to the supply of services as carried out directly or indirectly for the purposes of provisioning a military establishment;

- (ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purposes of supplying a military establishment;
 - (iii) relating to fissionable and fusionable materials or the materials from which they are derived;
 - (iv) taken in time of war or other emergency in international relations; or
- (c) to prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

ARTICLE 19.9

Taxation

1. Except as provided for in this Article, nothing in this Agreement shall apply to taxation measures.
2. Nothing in this Agreement shall affect the rights and obligations of a State Party under any tax agreement. In the event of any inconsistency between this Agreement and any such agreement, that agreement shall prevail to the extent of the inconsistency. The competent authorities of the States Parties shall have sole responsibility for determining whether any inconsistency exists between this Agreement and that agreement.
3. Notwithstanding paragraph 2, Article 2.3 (National Treatment) of Chapter 2 (National Treatment and Market Access for Goods) and other provisions of this Agreement necessary to give effect to that Article shall apply to taxation measures to the same extent as does Article III (National Treatment on Internal Taxation and Regulation) of GATT 1994.
4. For the purposes of this Article:
 - (a) "competent authorities" means:

- (i) For Singapore, the Chief Tax Policy Officer, Ministry of Finance, or the competent authority designated under any tax agreement between the State Parties, as the case may be, or their successor or such other public officer as may be designated by Singapore; and

- (ii) For each Signatory MERCOSUR State, as indicated below:
 - (A) Argentina, the Minister of Economy or a designated representative;

 - (B) Brazil, the Minister of Finance and the Special Secretary of the Federal Revenue of Brazil or their designated representatives;

 - (C) Paraguay, the Minister of Economy and Finance or a designated representative;

 - (D) Uruguay, the Minister of Economy and Finance or a designated representative;or their respective successors;

- (b) "tax agreement" means an agreement for the avoidance of double taxation or other international taxation agreement, arrangement or convention; and

- (c) "taxation measures" do not include:
 - (i) customs duties as defined in Article 2.1 (Definitions) of Chapter 2 (National Treatment and Market Access for Goods); or

 - (ii) the measures listed in subparagraphs (b), (c), (d), (e) and (f) of customs duties definition in Article 2.1 (Definitions) of Chapter 2 (National Treatment and Market Access for Goods).

ARTICLE 19.10

Temporary safeguard measures

1. Nothing in this Agreement shall be construed as preventing a Party from adopting or maintaining measures that restrict the transfers or payments from the current account in the event of serious balance of payment and external financial difficulties or a threat thereof.
2. Nothing in this Agreement shall be construed as preventing a Party from adopting or maintaining measures that restrict the transfers or payments related to capital movements:
 - (a) in the event of serious balance of payment and external financial difficulties or a threat thereof, or
 - (b) when, in extraordinary circumstances, payments or transfers relating to capital movements cause or threaten to cause serious difficulties in macroeconomic management, in particular in monetary or foreign exchange policy.
3. Any measure that is adopted or maintained in accordance with paragraphs 1 and 2 must:
 - (a) be applied in a non-discriminatory manner so that no Party receives a less favourable treatment than any other Party or non-party;
 - (b) be consistent with the Articles of Agreement of the IMF;
 - (c) prevent unnecessary damage to commercial, economic and financial interests of another Party;
 - (d) not go beyond that which is necessary to overcome the circumstances set out in paragraphs 1 or 2; and
 - (e) be temporary and progressively withdrawn as soon as the circumstances set out in paragraphs 1 and 2 improve.
4. With regard to trade of goods, no provision of this Agreement shall be construed as preventing a Party from adopting measures to restrict importations in order to safeguard its external financial position or balance of payments. These measures which restrict importations must be consistent with GATT 1994 and the Understanding of the Balance of Payments Provisions of GATT 1994.

5. With regard to trade in services, no provision in this Agreement shall be construed as preventing a Party from taking restrictive trade measures in order to safeguard its external financial position or balance of payments. These restrictive measures must be consistent with GATS.
6. A Party that adopts or maintains measures in accordance with paragraphs 1, 2, 4 or 5 shall:
 - (a) provide, with no undue delay, notice of the measures adopted or maintained to the other Parties, including any modification thereof; and
 - (b) with no undue delay commence consultations with the other Parties to make their best efforts to review, whenever possible, the measures that it has previously maintained or adopted²:
 - (i) in the case of capital movements, respond to any other Party that makes an enquiry on the measures adopted by the former Party, provided that said enquiry is not made outside the framework of this Agreement.
 - (ii) in the case of current account transactions, provided that consultations related to the measures adopted are not carried out before the WTO, a Party shall, if required to, promptly commence consultations with any interested Party.

ARTICLE 19.11

Disclosure of information

1. Nothing in this Agreement shall be construed to require a Party to make available confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of a particular juridical person, public or private.

² For the avoidance of doubt, the term "consultations" in this Article does not refer to the consultations under Article 18.6 (Consultations) of Chapter 18 (Dispute Settlement), and the term "review" in this Article does not require a Party to obtain the agreement from any other Party referred to under paragraph 6(b)(i) or any interested Party referred to under paragraph 6(b)(ii) in order to adopt or maintain safeguard measures in accordance with this provision.

2. Unless otherwise provided for in this Agreement, where a Party provides information to another Party (or to the Joint Committee, subcommittees, working groups or any other bodies) in accordance with this Agreement and designates the information as confidential, the Party (or the Joint Committee, subcommittees, working groups or any other bodies) receiving the information shall maintain the confidentiality of the information, use it only for the purposes specified by the Party providing the information, and not disclose it without specific written permission of the Party providing the information.

ARTICLE 19.12

Amendments

1. The State Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force on the first day of the second month following the date on which the State Parties have exchanged written notifications certifying that they have completed their respective applicable legal requirements, or in any manner otherwise agreed upon by the Parties.
2. Notwithstanding paragraph 1, the Joint Committee may adopt any modification to this Agreement, where provided for in subparagraph (c) of Article 19.1 (4) (Joint Committee).
3. In case the Parties consider or adopt decisions to amend this Agreement pursuant to paragraph 1, the State Parties may indicate, in accordance with their laws and regulations, whether they need to submit such amendment to further internal processes, including ratification, acceptance or approval.

ARTICLE 19.13

Entry into force

1. This Agreement shall be ratified by each Signatory MERCOSUR State and Singapore in accordance with their respective legal requirements. The instruments of ratification shall be deposited with the Depository. The Depository shall promptly notify each Signatory MERCOSUR

State and Singapore, and provide them with the date and a copy of the deposit of an instrument of ratification.

2. This Agreement shall enter into force for the Signatory MERCOSUR States that have deposited their instruments of ratification and Singapore, on the first day of the second month following the date on which at least Singapore and one Signatory MERCOSUR State have deposited their instruments of ratification with the Depositary.

3. After the entry into force of this Agreement pursuant to paragraph 2, for any Signatory MERCOSUR State for which this Agreement has not entered into force, this Agreement shall enter into force on the first day of the second month following the date on which said Signatory MERCOSUR State has deposited its instrument of ratification with the Depositary. This Agreement shall enter into force for MERCOSUR on the first day of the second month following the date on which all Signatory MERCOSUR States have deposited their instruments of ratification with the Depositary.

ARTICLE 19.14

Transitional provisions

1. Until this Agreement enters into force for all Signatory MERCOSUR States, the rights and obligations under this Agreement shall only apply to the Signatory MERCOSUR States for which this Agreement is in force and Singapore, according to the following provisions.

2. Any reference to:

(a) "MERCOSUR" shall be understood to refer to such Signatory MERCOSUR States for which this Agreement is in force; and

(b) "Parties" and "State Parties" shall be understood to refer to such Signatory MERCOSUR State or States for which this Agreement is in force and Singapore.

ARTICLE 19.15

Duration

1. This Agreement shall be valid indefinitely.
2. MERCOSUR and the Signatory MERCOSUR States may collectively terminate this Agreement by means of a written notification to the Depositary. Singapore may terminate this Agreement by means of a written notification to the Depositary.
3. This Agreement shall be terminated 6 (six) months after the notification pursuant to paragraph 2. This is without prejudice to specific provisions in this Agreement which qualify the effect of the termination, namely, Article 9.17 (Savings Clause) of Chapter 9 (Investment).
4. Within 30 (thirty) days of delivery of a notification under paragraph 2, a Party may request consultations regarding whether the termination of any provision of this Agreement should take effect at a later date than provided under paragraph 2. Such consultations shall commence within 30 days of a Party's delivery of such request.
5. The Agreement shall terminate for any Signatory MERCOSUR State which withdraws from the Treaty of Asunción, on the same date the withdrawal from the Treaty of Asunción takes place. MERCOSUR shall promptly notify Singapore of any intent formally expressed by a Signatory MERCOSUR State of such withdrawal.
6. If a Signatory MERCOSUR State withdraws from the Treaty of Asunción, this Agreement shall remain in force for MERCOSUR, the remaining Signatory MERCOSUR States and for Singapore.

ARTICLE 19.16

Annexes and Appendices

The Annexes and Appendices to this Agreement shall form an integral part thereof.

ARTICLE 19.17

Accessions to MERCOSUR

1. The accession to this Agreement of any Member State of MERCOSUR which is not an original Signatory MERCOSUR State shall be on terms and conditions mutually agreed among the original State Parties to this Agreement and the acceding party through negotiations. Such accession shall be done through an additional protocol to this Agreement.
2. MERCOSUR shall promptly notify Singapore of the outcome of accession negotiations with a candidate country for accession to MERCOSUR and of the entry into force of any accession to MERCOSUR.
3. Nothing in this Article prejudices the Parties' rights under Article 19.15 (Duration).

ARTICLE 19.18

Territorial application

This Agreement shall apply:

- (a) with respect to MERCOSUR and the Signatory MERCOSUR States, to the territory of the Signatory MERCOSUR States as defined in Article 1.3 (Definitions of General Application) of Chapter 1 (Initial Provisions and General Definitions); and
- (b) with respect to Singapore, to its territory as defined in Article 1.3 (Definitions of General Application) of Chapter 1 (Initial Provisions and General Definitions).

ARTICLE 19.19

Depositary

The Government of the Republic of Paraguay shall act as Depositary of this Agreement and shall notify all Parties that have signed or acceded to this Agreement of the deposit of any instrument of ratification or provisional application, the entry into force of this Agreement, of its termination or of any withdrawal therefrom.

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

Done at Rio de Janeiro, on the 7th of December 2023, in two originals in the English language. The texts translated into the Spanish and Portuguese languages shall be adopted by an exchange of diplomatic notes within 180 (one hundred and eighty) days, all texts being equally authentic. In case of divergence of interpretation, the English language text shall prevail.

For the Republic of Singapore

Vivian Balakrishnan
Minister for Foreign Affairs

For the Argentine Republic

Cecilia Todesca Bocco
Secretary for International Economic
Relations of the
Ministry of Foreign Affairs, International
Trade and Worship

For the Federative Republic of Brazil

Mauro Vieira
Minister of Foreign Affairs

For the Republic of Paraguay

Rubén Ramírez Lezcano
Minister of Foreign Affairs

For the Oriental Republic of Uruguay

Omar Paganini
Minister of Foreign Affairs

