

CHAPTER 17
INSTITUTIONAL, GENERAL AND FINAL PROVISIONS

Article 17.1
Joint Committee

1. The Parties hereby establish a Joint Committee comprising representatives of Singapore and Sri Lanka.
2. The first meeting of the Joint Committee shall be held within one (1) year after the entry into force of this Agreement. Thereafter, the Joint Committee shall meet every two (2) years in Singapore or Sri Lanka alternately, unless the Parties agree otherwise. The Joint Committee shall be co-chaired by the representatives appointed by Singapore and Sri Lanka. The Joint Committee shall agree on its meeting schedule and set its agenda.
3. The Joint Committee shall:
 - (a) ensure that this Agreement operates properly;
 - (b) supervise and facilitate the implementation and application of this Agreement, and further its general aims;
 - (c) supervise the work of all sub-committees, working groups and other bodies established under this Agreement;
 - (d) consider ways to further enhance trade relations between the Parties;
 - (e) without prejudice to Chapter 16 (Dispute Settlement), seek to solve problems which might arise in areas covered by this Agreement; and
 - (f) 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 sub-committees, or allocate responsibilities to them;
 - (b) communicate with all interested parties including private sector and civil society organisations;
 - (c) take decisions in the matters related to this Agreement where the Joint Committee is specifically empowered to do so;
 - (d) consider and recommend amendments to this Agreement;
 - (e) 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 referred to under Chapter 10 (Investment) and Chapter 16 (Dispute Settlement);

- (f) adopt decisions or make recommendations as envisaged by this Agreement;
- (g) adopt its own rules of procedure; and
- (h) take any other action in the exercise of its functions as the Parties may agree.

Article 17.2

Committees and Working Groups

1. The Joint Committee may set up sub-committees, working groups or any other bodies it deems appropriate.
2. The composition, frequency of meetings, and functions of the sub-committees, working groups or any other bodies may be established either by relevant provisions of this Agreement or by the Joint Committee acting consistently with this Agreement.
3. The sub-committees, working groups or any other bodies shall inform the Joint Committee of their schedule and agenda sufficiently in advance of their meetings. They shall report to the Joint Committee on their activities at each regular meeting of the Joint Committee. The creation or existence of a sub-committee, a working group or any other body shall not prevent either Party from bringing any matter directly to the Joint Committee.
4. The Joint Committee may decide to change or undertake the task assigned to a sub-committee, a working group or any other body; or may dissolve a sub-committee, a working group or any other body.

Article 17.3

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.

Article 17.4

Decision Making

1. The Joint Committee shall, for the purpose of attaining the objectives of this Agreement, have the power to take decisions in respect of all matters in the cases provided by this Agreement, without prejudice to the Parties' respective applicable legal requirements and procedures.

2. The decisions taken shall be binding on the Parties, which shall take the necessary measures to implement the decisions taken in accordance with their respective applicable legal requirements and procedures. The Joint Committee may also make appropriate recommendations.
3. The Joint Committee shall draw up its decisions and recommendations by agreement between the Parties.

Article 17.5 **Taxation**

1. Except as provided in this Article, nothing in this Agreement shall apply to taxation measures.
2. Nothing in this Agreement shall affect the rights and obligations of either Party under any tax agreement to which both Parties are parties. In the event of any inconsistency between this Agreement and any such agreement, that agreement shall prevail to the extent of the inconsistency. In the case of a bilateral tax agreement between the Parties, the competent authorities under that agreement shall have sole responsibility for determining whether any inconsistency exists between this Agreement and that agreement.
3. Notwithstanding paragraph 2 of this Article, Article 2.3 (National Treatment) of Chapter 2 (National Treatment and Market Access for Goods) and such other provisions of this Agreement as are necessary to give effect to that Article shall apply to taxation measures to the same extent as does Article III of the 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 his successor or such other public officer as may be designated by Singapore; and
 - (ii) for Sri Lanka, the Commissioner General of Inland Revenue, or his successor or such other public officer as may be designated by Sri Lanka;
 - (b) **“tax agreement”** means an agreement for the avoidance of double taxation or other international taxation agreement or arrangement; and
 - (c) taxation measures do not include:
 - (i) customs duties; or

- (ii) the measures listed in sub-paragraphs 2(b), 2(c) and 2(d) of Article 2.4 (Customs Duty) of Chapter 2 (National Treatment and Market Access for Goods).

Article 17.6 **Restrictions to Safeguard the Balance-of-Payments**

1. Where a Party is in serious balance-of-payments and external financial difficulties, or under threat thereof, it may adopt or maintain restrictive measures with regard to trade in goods, cross border trade in services and investments, and on payments and transfers related to cross border trade in services and investments.
2. The Parties shall endeavour to avoid the application of the restrictive measures referred to in paragraph 1 of this Article. Any restrictive measures adopted or maintained under this Article shall be non-discriminatory, avoid unnecessary damage to the commercial, economic, and financial interests of the other Party, be temporary and be phased out progressively as the situation specified in paragraph 1 of this Article improves, and not go beyond what is necessary to remedy the balance-of-payments and external financial situation. They shall also be in accordance with the conditions established in the WTO Agreement and be consistent with the *Articles of Agreement of the International Monetary Fund*, as applicable.
3. Any Party maintaining or having adopted restrictive measures, or any changes thereto, shall promptly notify the other Party of them.
4. Where the restrictive measures referred to in paragraph 1 of this Article are adopted or maintained, consultations shall be held promptly by the Joint Committee. Such consultations shall assess the balance-of-payments situation of the Party concerned and the restrictive measures adopted or maintained under this Article, taking into account, *inter alia*, factors such as:
 - (a) the nature and extent of the balance-of-payments and external financial difficulties;
 - (b) the external economic and trading environment; or
 - (c) alternative corrective measures which may be available.

The consultations shall address the compliance of any restrictive measures with paragraphs 1 and 2 of this Article. All findings of statistical and other facts presented by the IMF relating to foreign exchange, monetary reserves and balance-of-payments shall be accepted, and conclusions shall be based on the assessment by the IMF of the balance-of-payments and external financial situation of the Party concerned.

Article 17.7
General Exceptions

1. Article XX of the GATT 1994 and its interpretive notes are incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of:
 - (a) Chapter 2 (National Treatment and Market Access for Goods), Protocol 1 (Concerning the Definition of the Concept of “Originating Products” and Methods of Administrative Co-operation), Chapter 3 (Trade Remedies), Chapter 4 (Sanitary and Phytosanitary Measures), Chapter 5 (Technical Barriers to Trade), Chapter 6 (Customs Procedures and Trade Facilitation); and
 - (b) Chapter 9 (Electronic Commerce) and Annex 7-C (Financial Services), except to the extent that a provision of these Chapters applies to services or investment.

The Parties understand that the measures referred to in Article XX(b) of the GATT 1994 include environmental measures necessary to protect human, animal, or plant life or health, and that Article XX(g) of the GATT 1994 applies to measures relating to the conservation of living and non-living exhaustible natural resources.

2. Article XIV of the GATS (including its footnotes) is incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of:
 - (a) Chapter 7 (Trade in Services), Chapter 8 (Telecommunications) and Annex 7-C (Financial Services); and
 - (b) Chapter 9 (Electronic Commerce) to the extent that a provision of this Chapter applies to services.

The Parties understand that the measures referred to in Article XIV(b) of the GATS include environmental measures necessary to protect human, animal, or plant life or health.

Article 17.8
Security Exceptions

Nothing in this Agreement shall be construed:

- (a) to require a Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests; or
- (b) to preclude a Party from applying measures that it considers necessary for the fulfilment of its obligations with respect to the maintenance or restoration of international peace or security, or the protection of its own essential security interests.

Article 17.9
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 be in violation of its domestic law, impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private.
2. Unless otherwise provided in this Agreement, where a Party provides information to the other Party (or to the Joint Committee, sub-committees, working groups or any other bodies) in accordance with this Agreement and designates the information as confidential, the Party (or the Joint Committee, sub-committees, 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 except to the extent that it may be required to be disclosed in the context of judicial proceedings. Where the confidential information is required to be disclosed in the context of judicial proceedings, the Party who had received the information shall inform the Party that had provided the information of any such requirement to disclose as soon as possible and in any event prior to making the disclosure.

Article 17.10
Amendments

1. The Parties may agree, in writing, to amend this Agreement.
2. Amendments to this Agreement shall be approved by the Parties in accordance with their respective legal procedures, and amendments shall enter into force on the first day of the second month following the date on which the Parties exchange written notifications certifying that they have completed their respective applicable legal requirements and procedures, or on a date to be agreed upon by the Parties.

Article 17.11
Entry into Force

1. This Agreement shall be approved by the Parties in accordance with their respective legal procedures.
2. This Agreement shall enter into force on the first day of the second month following the date on which the Parties exchange written notifications certifying that they have completed their respective applicable legal requirements and procedures for the entry into force of this Agreement.

Article 17.12

Duration

1. This Agreement shall be valid indefinitely.
2. Either Party may notify in writing the other Party of its intention to terminate this Agreement.
3. This Agreement shall be terminated one (1) year after the notification under paragraph 2 of this Article. This is without prejudice to specific provisions in this Agreement which qualify the effect of the termination, namely, Article 10.24 (Savings Clause).
4. Within thirty (30) days of delivery of a notification under paragraph 2 of this Article, either 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 of this Article. Such consultations shall commence within thirty (30) days of a Party's delivery of such request.

Article 17.13

Annexes, Appendices, Side Letters and Protocols

The Annexes, Appendices, Side Letters and Protocols to this Agreement shall form an integral part thereof.

Article 17.14

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 both Parties are party, including the WTO Agreement.
2. In the event of any inconsistency between this Agreement and other agreements to which both Parties are party, the Parties shall immediately consult each other with a view to finding a mutually satisfactory solution, taking into consideration general principles of international law.
3. Notwithstanding paragraph 2 of this Article, if this Agreement explicitly contains provisions dealing with such inconsistency as indicated in paragraph 2 of this Article, those provisions shall apply.
4. For the purposes of this Agreement, any reference to articles in the GATT 1994 or the GATS includes the interpretative notes, where applicable.

Article 17.15
Territorial Application

This Agreement shall apply:

- (a) with respect to Sri Lanka, to its territory as defined in Article 1.3 (Definitions of General Application); and
- (b) with respect to Singapore, to its territory as defined in Article 1.3 (Definitions of General Application).

Article 17.16
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. For the purposes of this Article, the contact points of the Parties are:
 - (a) for Sri Lanka, Secretary, Ministry of Development Strategies and International Trade , or its successor; and
 - (b) for Singapore, the Director of Emerging Markets Division, Ministry of Trade and Industry, or its successor.
- 3. Each Party shall notify the other Party of any changes in its contact point in due time.

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

Done at Colombo, Sri Lanka, in duplicate, this twenty-third day of January 2018.

**For the Government of the
Republic of Singapore:**

**For the Government of the Democratic
Socialist Republic of Sri Lanka:**

S Iswaran
Minister for Trade and Industry
(Industry)

Malik Samarawickrama
Minister for Development Strategies and
International Trade

