



EUROPEAN  
COMMISSION

Brussels, 3.9.2025  
COM(2025) 339 final

ANNEX 9

## **ANNEX**

*to the*

### **Proposal for a Council Decision**

**on the conclusion, on behalf of the European Union, of the Interim Agreement on Trade between the European Union, of the one part, and the Common Market of the South, the Argentine Republic, the Federative Republic of Brazil, the Republic of Paraguay and the Oriental Republic of Uruguay, of the other part**

**LAWS AND REGULATIONS OF THE PARTIES  
RELATED TO GEOGRAPHICAL INDICATIONS**

**SECTION 1**

**Laws and regulations of the European Union**

- Regulation (EU) 2024/1143 of the European Parliament and of the Council of 11 April 2024 on geographical indications for wine, spirit drinks and agricultural products, as well as traditional specialities guaranteed and optional quality terms for agricultural products, amending Regulations (EU) No 1308/2013, (EU) 2019/787 and (EU) 2019/1753 and repealing Regulation (EU) No 1151/2012, with its implementing rules
- Regulation (EU) No 1308/2013 of the European Parliament and of the Council of 17 December 2013 establishing a common organisation of the markets in agricultural products and repealing Council Regulations (EEC) No 922/72, (EEC) No 234/79, (EC) No 1037/2001 and (EC) No 1234/2007, with its implementing rules
- Commission Delegated Regulation (EU) 2019/33 of 17 October 2018 supplementing Regulation (EU) No 1308/2013 of the European Parliament and of the Council as regards applications for protection of designations of origin, geographical indications and traditional terms in the wine sector, the objection procedure, restrictions of use, amendments to product specifications, cancellation of protection, and labelling and presentation

- Regulation (EU) 2019/787 of the European Parliament and of the Council of 17 April 2019 on the definition, description, presentation and labelling of spirit drinks, the use of the names of spirit drinks in the presentation and labelling of other foodstuffs, the protection of geographical indications for spirit drinks, the use of ethyl alcohol and distillates of agricultural origin in alcoholic beverages, and repealing Regulation (EC) No 110/2008

## SECTION 2

### Laws and regulations of Argentina

- Ley 25.163 – Vinos y bebidas espirituosas de origen v nico
- Decreto Reglamentario N  57/2004
- Resoluci n C 11/04 (INV) – Procedimientos: Inscripciones, Registros, Certificados, Infracciones.
- Resoluci n C 35/02 – Publicaci n edictos, conforme ley en vigencia (INV)
- Resoluci n C 8/03 – Registro, protecci n y derecho al uso de una DOC (INV)
- Resoluci n C 19/2012 – Condiciones para la elaboraci n de vinos con IG (INV)
- Resoluci n 57/2024 – Unificaci n listado de variedades

- Ley 25.380 – Indicación Geográfica y Denominación de Origen de productos agrícolas y alimentarios
- Ley 25.966 – Modificatoria de la Ley N° 25.380
- Resolución 546/2011 – Aprobación de signos distintivos
- Decreto reglamentario 556/2009 – Reglamenta la Ley 25.380 y su modificatoria
- Resolución 13/2021 – Registro de Indicaciones Geográficas y Denominaciones de Origen de productos agrícolas y alimentarios.

### SECTION 3

#### Laws and regulations of Brazil

- Portaria INPI/PR n° 04, de 12 de janeiro de 2022
- Decreto n° 4.062, 21 de dezembro de 2001
- Portaria INPI/PR n° 06/2022
- Lei da Propriedade Industrial N° 9279/1996

## SECTION 4

### Laws and regulations of Paraguay

- Ley N° 4.923 – De indicaciones geográficas y denominaciones de origen y su Decreto Reglamentario N° 1286/2019

## SECTION 5

### Laws and regulations of Uruguay

- Ley N° 17.011 – Ley de marcas
- Decreto Reglamentario N° 34/999 – Reglamentación de la ley de marcas

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## GEOGRAPHICAL INDICATIONS AS REFERRED TO IN ARTICLE 13.33

## SECTION 1

Geographical indications of the European Union as referred to in Article 13.33

Member State of the European Union	Designation name	Product class
Belgium	Beurre d'Ardenne	Butter and other dairy products, except cheeses
Belgium	Fromage de Herve	Cheeses
Belgium	Gentse azalea	Flowers and ornamental plants
Belgium	Jambon d'Ardenne	Meat, fish and their preparations
Belgium	Pâté gaumais	Meat, fish and their preparations
Belgium	Plate de Florenville	Vegetables, Fruits, Nuts and their preparations
Belgium	Vin mousseux de qualité de Wallonie	Wines
Belgium	Vin de pays des jardins de Wallonie	Wines
Belgium	Crémant de Wallonie	Wines
Belgium	Côtes de Sambre et Meuse	Wines
Belgium	Peket-Pekêt	Spirit drinks
Belgium	Pèket-Pèkèt de Wallonie	Spirit drinks
Belgium Germany Austria	Korn	Spirit drinks

Member State of the European Union	Designation name	Product class
Belgium Germany Austria	Kornbrand	Spirit drinks
Bulgaria	Българско розово масло (Bulgarsko rozovo maslo)	Essential oils
Bulgaria	Дунавска равнина (Dunavska ravnina)	Wines
Bulgaria	Тракийска низина (Trakiiska nizina)	Wines
Czechia	České pivo	Beers
Czechia	Českobudějovické pivo <sup>1</sup>	Beers
Czechia	Žatecký chmel	Oilseeds and oleaginous fruits
Denmark	Danablu	Cheeses
Germany	Allgäuer Bergkäse	Cheeses
Germany	Allgäuer Emmentaler	Cheeses
Germany	Bayerische Breze / Bayerische Brezn / Bayerische Brez'n / Bayerische Brezel	Pasta, pastrycooks and other preparations of cereals
Germany	Bayerisches Bier	Beers
Germany	Bremer Bier	Beers
Germany	Dresdner Christstollen / Dresdner Stollen / Dresdner Weihnachtsstollen	Pasta, pastrycooks and other preparations of cereals

<sup>1</sup> In the territories of Brazil, Paraguay and Uruguay, protection of the geographical indication "Českobudějovické pivo" is only sought in the Czech language.  
In the territory of Uruguay the geographical indication "Českobudějovické pivo" shall be displayed non-prominently on the back label of the beer containers.  
In the territory of Argentina, protection of the geographical indication "Českobudějovické pivo" is only sought in the Czech language, subject to the rights of trademark holders and provided that the geographical indication "Českobudějovické pivo" is displayed non-prominently on the back label of the beer containers.

Member State of the European Union	Designation name	Product class
Germany	Holsteiner Katenschinken / Holsteiner Schinken / Holsteiner Katenrauchschinken / Holsteiner Knochenschinken	Meat, fish and their preparations
Germany	Hopfen aus der Hallertau	Oilseeds and oleaginous fruits
Germany	Münchener Bier <sup>1</sup>	Beers
Germany	Nürnberger Bratwürste; Nürnberger Rostbratwürste	Meat, fish and their preparations
Germany	Nürnberger Lebkuchen	Pasta, pastrycooks and other preparations of cereals
Germany	Schwäbische Maultaschen / Schwäbische Suppenmaultaschen	Pasta, pastrycooks and other preparations of cereals
Germany	Schwäbische Spätzle / Schwäbische Knöpfle	Pasta, pastrycooks and other preparations of cereals
Germany	Schwarzwälder Schinken	Meat, fish and their preparations
Germany	Tettnanger Hopfen	Oilseeds and oleaginous fruits
Germany	Baden	Wines
Germany	Franken	Wines
Germany	Mittelrhein	Wines
Germany	Mosel	Wines
Germany	Pfalz	Wines
Germany	Rheingau	Wines
Germany	Rheinhessen	Wines

<sup>1</sup> In the territory of Brazil, the protection of the geographical indication "Münchener Bier" shall not prevent the continued and similar use of the term "Münchener Bier" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons have used that term in a continuous manner with regard to the same or similar goods in the territory of Brazil and that the term "Münchener Bier" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.  
The protection of the geographical indication "Münchener" in the territory of Paraguay is only sought in the German language.



Member State of the European Union	Designation name	Product class
Germany	Württemberg	Wines
Germany	Schwarzwälder Kirschwasser	Spirit drinks
Germany	Steinhäger <sup>1</sup>	Spirit drinks
Ireland United Kingdom (Northern Ireland)	Irish Cream	Spirit drinks
Ireland United Kingdom (Northern Ireland)	Irish Whiskey / Uisce Beatha Eireannach / Irish Whisky	Spirit drinks
Greece	Ελιά Καλαμάτας (Elia Kalamatas)	Vegetables, Fruits, Nuts and their preparations
Greece	Καλαμάτα (Kalamata)	Oils, edible oils and animal fats
Greece	Κεφαλογραβιέρα (Kefalograviera)	Cheeses
Greece	Κολυμβάρι Χανίων Κρήτης (Kolymvari Chanion Kritis)	Oils, edible oils and animal fats
Greece	Κονσερβολιά Αμφίσσης (Konservolia Amfissis)	Vegetables, Fruits, Nuts and their preparations
Greece	Κορινθιακή Σταφίδα Βοστίτσα (Korinthiaki Stafida Vostitsa)	Vegetables, Fruits, Nuts and their preparations
Greece	Κρόκος Κοζάνης (Krokos Kozanis)	Coffee, Mate, Spices and their preparations
Greece	Λυγουριό Ασκληπείου (Lygourio Asklipiou)	Oils, edible oils and animal fats
Greece	Μανούρι (Manouri)	Cheeses

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<sup>1</sup> Article 13.35(8) applies.

Member State of the European Union	Designation name	Product class
Greece	Μαστίχα Χίου (Masticha Chiou)	Confectionery, cocoa and chocolates
Greece	Σητεία Λασιθίου Κρήτης (Sitia Lasithiou Kritis)	Oils, edible oils and animal fats
Greece	Φέτα (Feta) <sup>1</sup>	Cheeses
Greece	Αμύνταιο (Amyntaio)	Wines
Greece	Μαντινεία (Mantineia)	Wines
Greece	Νάουσα (Naousa)	Wines
Greece	Νεμέα (Nemea)	Wines
Greece	Ρετσίνα Αττικής (Retsina of Attiki)	Wines
Greece	Σάμος (Samos)	Wines
Greece	Σαντορίνη (Santorini)	Wines
Greece	Τσίπουρο (Tsipouro)	Spirit drinks
Spain	Aceite del Baix Ebre-Montsià; Oli del Baix Ebre-Montsià	Oils, edible oils and animal fats
Spain	Aceite del Bajo Aragón	Oils, edible oils and animal fats
Spain	Antequera	Oils, edible oils and animal fats
Spain	Azafrán de la Mancha	Coffee, Mate, Spices and their preparations
Spain	Baena	Oils, edible oils and animal fats
Spain	Cecina de León	Meat, fish and their preparations
Spain	Cítricos Valencianos / Cítricos Valencians	Vegetables, Fruits, Nuts and their preparations

<sup>1</sup> The protection of the geographical indication "Φέτα (Feta)" shall not prevent the continued and similar use of the term "Feta" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons have used that term in a continuous manner with regard to the same or similar goods in the territories of Argentina, Brazil and Uruguay and that such use of the term "Feta" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
Spain	Dehesa de Extremadura	Meat, fish and their preparations
Spain	Estepa	Oils, edible oils and animal fats
Spain	Guijuelo	Meat, fish and their preparations
Spain	Idiazabal	Cheeses
Spain	Jabugo	Meat, fish and their preparations
Spain	Jamón de Teruel / Paleta de Teruel	Meat, fish and their preparations
Spain	Jijona <sup>1</sup>	Confectionery, cocoa and chocolates
Spain	Les Garrigues	Oils, edible oils and animal fats
Spain	Los Pedroches	Meat, fish and their preparations
Spain	Mahón-Menorca	Cheeses
Spain	Polvorones de Estepa	Pasta, pastrycooks and other preparations of cereals
Spain	Priego de Córdoba	Oils, edible oils and animal fats
Spain	Queso Manchego <sup>2</sup>	Cheeses
Spain	Salchichón de Vic; Llonganissa de Vic	Meat, fish and their preparations
Spain	Sierra de Cádiz	Oils, edible oils and animal fats
Spain	Sierra de Cazorla	Oils, edible oils and animal fats
Spain	Sierra de Segura	Oils, edible oils and animal fats
Spain	Sierra Mágina	Oils, edible oils and animal fats
Spain	Siurana	Oils, edible oils and animal fats

<sup>1</sup> The protection of the geographical indication "Jijona" shall not prevent the continued and similar use of the term "Turrón de Jijona" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons have used that term in a continuous manner with regard to the same or similar goods in the territories of Argentina and Paraguay and that such use of the term "Turrón de Jijona" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

<sup>2</sup> Article 13.35(8) applies.

Member State of the European Union	Designation name	Product class
Spain	Sobrasada de Mallorca	Meat, fish and their preparations
Spain	Turrón de Alicante <sup>1</sup>	Confectionery, cocoa and chocolates
Spain	Alicante	Wines
Spain	Bierzo	Wines
Spain	Calatayud	Wines
Spain	Campo de Borja	Wines
Spain	Cariñena	Wines
Spain	Castilla	Wines
Spain	Castilla y León	Wines
Spain	Cataluña	Wines
Spain	Cava	Wines
Spain	Empordà	Wines
Spain	Jerez-Xérès-Sherry <sup>2</sup>	Wines
Spain	Jumilla	Wines
Spain	La Mancha	Wines
Spain	Manzanilla-Sanlúcar de Barrameda	Wines
Spain	Navarra	Wines

<sup>1</sup> The protection of the geographical indication "Turrón de Alicante" shall not prevent the continued and similar use of the term "Turrón de almendras tipo Alicante" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons have used that term in a continuous manner with regard to the same or similar goods in the territories of Argentina and Paraguay and that such use of the term "Turrón de almendras tipo Alicante" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

<sup>2</sup> The protection of the geographical indication "Jerez-Xérès-Sherry" shall not prevent the continued and similar use of the term "Jerez" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons have used that term in a continuous manner with regard to the same or similar goods in the territory of Argentina and that such use of the term "Jerez" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
Spain	Penedès	Wines
Spain	Priorat	Wines
Spain	Rías Baixas	Wines
Spain	Ribeiro	Wines
Spain	Ribera del Duero <sup>1</sup>	Wines
Spain	Rioja <sup>2</sup>	Wines
Spain	Rueda	Wines
Spain	Somontano	Wines
Spain	Toro <sup>3</sup>	Wines
Spain	Utiel-Requena	Wines
Spain	Valdepeñas	Wines
Spain	Valencia	Wines
Spain	Yecla	Wines
Spain	Brandy de Jerez	Spirit drinks
Spain	Brandy del Penedés	Spirit drinks
Spain	Pacharán Navarro	Spirit drinks
France	Beurre Charentes-Poitou; Beurre des Charentes; Beurre des Deux-Sèvres	Butter and other dairy products, except cheeses
France	Bleu d'Auvergne	Cheeses
France	Bœuf de Charolles	Meat, fish and their preparations
France	Brie de Meaux	Cheeses
France	Brillat-Savarin	Cheeses
France	Camembert de Normandie	Cheeses

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<sup>1</sup> Protection is not sought in the territory of Uruguay.

<sup>2</sup> Protection is not sought in the territory of Argentina.

<sup>3</sup> Protection is not sought in the territory of Argentina.

Member State of the European Union	Designation name	Product class
France	Canard à foie gras du Sud-Ouest (Chalosse, Gascogne, Gers, Landes, Périgord, Quercy)	Meat, fish and their preparations
France	Cantal; fourme de Cantal; cantalet	Cheeses
France	Chaource	Cheeses
France	Comté <sup>1</sup>	Cheeses
France	Emmental de Savoie	Cheeses
France	Époisses	Cheeses
France	Génisse Fleur d'Aubrac	Meat, fish and their preparations
France	Gruyère (France) <sup>2</sup>	Cheeses
France	Huile essentielle de lavande de Haute-Provence / Essence de lavande de Haute-Provence	Essential oils
France	Huîtres Marennes Oléron	Meat, fish and their preparations
France	Jambon de Bayonne	Meat, fish and their preparations
France	Livarot	Cheeses
France	Pont-l'Évêque <sup>3</sup>	Cheeses

<sup>1</sup> The protection of the geographical indication "Comté" shall not prevent the continued and similar use of the term "Comté" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons have used that term in a continuous manner with regard to the same or similar goods in the territories of Brazil and Uruguay and that such use of the term "Comté" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

<sup>2</sup> Article 13.35(8) applies.

<sup>3</sup> The protection of the geographical indication "Pont-l'Évêque" shall not prevent the continued and similar use of the term "Pont-l'Évêque" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Brazil and that such use of the term "Pont-l'Évêque" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
France	Pruneaux d'Agen <sup>1</sup>	Vegetables, Fruits, Nuts and their preparations
France	Reblochon / Reblochon de Savoie <sup>2</sup>	Cheeses
France	Riz de Camargue	Cereals
France	Roquefort <sup>3</sup>	Cheeses
France	Sainte-Maure de Touraine	Cheeses

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- <sup>1</sup> The protection of the geographical indication "Pruneaux d'Agen" shall not prevent the continued and similar use of the term "D'Agen" or "Ciruela D'Agen" by any persons, including their successors and assignees, for a maximum period of 10 (ten) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Argentina and that such use of the term "D'Agen" or "Ciruela D'Agen" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.
- <sup>2</sup> The protection of the geographical indication "Reblochon" / "Reblochon de Savoie" shall not prevent the continued and similar use of the term "Reblochon" or "Rebleusson" by any persons, including their successors and assignees, for a maximum period of 5 (five) years in the territory of Argentina and Brazil, and for a maximum period of 7 (seven) years in the territory of Uruguay, from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods and that such use of the term "Reblochon" or "Rebleusson" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.
- <sup>3</sup> The protection of the geographical indication "Roquefort" shall not prevent the continued and similar use of the term "Roquefort" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Brazil and Uruguay and that such use of the term "Roquefort" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
France	Saint-Marcellin <sup>1</sup>	Cheeses
France	Selles-sur-Cher	Cheeses
France	Soumaintrain	Cheeses
France	Alsace / Vin d'Alsace	Wines
France	Anjou	Wines
France	Beaujolais	Wines
France	Bordeaux <sup>2</sup>	Wines
France	Bourgogne <sup>3</sup>	Wines
France	Cahors	Wines

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- <sup>1</sup> The protection of the geographical indication "Saint-Marcellin" shall not prevent the continued and similar use of the term "Saint-Marcellin" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Brazil and Uruguay and that such use of the term "Saint-Marcellin" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.
- <sup>2</sup> The protection of the geographical indication "Bordeaux" shall not prevent the continued and similar use of the vine variety "Bordô" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Brazil and that such use of vine variety "Bordô" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.
- <sup>3</sup> The protection of the geographical indication "Bourgogne" shall not prevent the continued and similar use of the term "Borgoña" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Argentina and that such use of the term "Borgoña" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.



Member State of the European Union	Designation name	Product class
France	Chablis <sup>1</sup>	Wines
France	Champagne <sup>2</sup>	Wines
France	Châteauneuf-du-Pape	Wines
France	Côtes de Provence	Wines
France	Côtes du Rhône	Wines
France	Côtes du Roussillon	Wines
France	Fronton	Wines
France	Graves	Wines
France	Irouléguy	Wines
France	Languedoc	Wines
France	Madiran	Wines

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<sup>1</sup> The protection of the geographical indication "Chablis" shall not prevent the continued and similar use of the term "Chablis" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Argentina and that such use of the term "Chablis" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

<sup>2</sup> The protection of the geographical indication "Champagne" shall not prevent the continued and similar use of the terms "Champagne", "Champaña" or "Método / Méthode Champenoise" by any persons, including their successors and assignees, for a maximum period of 10 (ten) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Argentina, Brazil, Paraguay and Uruguay and that such use of the terms "Champagne", "Champaña" or "Método / Méthode Champenoise" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
France	Margaux <sup>1</sup>	Wines
France	Médoc	Wines
France	Pauillac	Wines
France	Pays d'Oc	Wines
France	Pessac-Léognan	Wines
France	Pomerol	Wines
France	Pommard	Wines
France	Romanée-Conti	Wines
France	Saint-Emilion	Wines
France	Saint-Estèphe	Wines
France	Saint-Julien	Wines
France	Sauternes	Wines
France	Touraine	Wines
France	Val de Loire	Wines
France	Armagnac	Spirit drinks
France	Calvados	Spirit drinks

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<sup>1</sup> The protection of the geographical indication "Margaux" shall not prevent the continued and similar use of the vine variety "Margot" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons have used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Brazil and that such use of vine variety "Margot" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
France	Cognac <sup>1</sup>	Spirit drinks
France	Rhum de Guadeloupe	Spirit drinks
France	Rhum de la Martinique	Spirit drinks
Croatia	Baranjski kulen	Meat, fish and their preparations
Croatia	Dalmatinski pršut	Meat, fish and their preparations
Croatia	Drniški pršut	Meat, fish and their preparations
Croatia Slovenia	Istarski pršut / Istrski pršut	Meat, fish and their preparations
Croatia	Krčki pršut	Meat, fish and their preparations
Croatia	Dingač	Wines
Italy	Aceto Balsamico di Modena	Vinegar
Italy	Aceto balsamico tradizionale di Modena	Vinegar
Italy	Aprutino Pescarese	Oils, edible oils and animal fats
Italy	Asiago <sup>2</sup>	Cheeses
Italy	Bresaola della Valtellina	Meat, fish and their preparations

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- <sup>1</sup> The protection of the geographical indication "Cognac" shall not prevent the continued and similar use of the term "Cognac" or "Coñac" in the territory of Argentina by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, and of the term "Conhaque" in the territory of Brazil by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods and that such use of the term "Cognac", "Coñac" or "Conhaque" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.
- <sup>2</sup> The protection of the geographical indication "Asiago" shall not prevent the continued and similar use of the term "Asiago" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Brazil and Uruguay and that such use of the term "Asiago" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
Italy	Cantuccini Toscani / Cantucci Toscani	Pasta, pastrycooks and other preparations of cereals
Italy	Culatello di Zibello	Meat, fish and their preparations
Italy	Fontina <sup>1</sup>	Cheeses
Italy	Gorgonzola <sup>2</sup>	Cheeses
Italy	Grana Padano <sup>3</sup>	Cheeses
Italy	Mela Alto Adige; Südtiroler Apfel	Vegetables, Fruits, Nuts and their preparations
Italy	Mortadella Bologna <sup>4</sup>	Meat, fish and their preparations

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<sup>1</sup> Article 13.35(8) applies.

<sup>2</sup> The protection of the geographical indication "Gorgonzola" shall not prevent the continued and similar use of the term "Gorgonzola" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Argentina, Paraguay and Uruguay and that such use of the term "Gorgonzola" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.  
Article 13.35(8) applies.

<sup>3</sup> The protection of the geographical indication "Grana Padano" shall not prevent the continued and similar use of the term "Grana" or "Tipo Grana Padano" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons have used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Argentina and that such use of the term "Grana" or "Tipo Grana Padano" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Article 13.35(8) applies.

<sup>4</sup> The protection of the geographical indication "Mortadella Bologna" shall not prevent the continued and similar use of the term "Mortadella Bologna" or "Mortadella tipo Bologna" by any persons, including their successors and assignees, for a maximum period of 10 (ten) years from the date of entry into force of this Agreement, provided that by that date such persons have used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Brazil and that such use of the terms "Mortadella Bologna" or "Mortadella tipo Bologna" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
Italy	Mozzarella di Bufala Campana	Cheeses
Italy	Pancetta Piacentina	Meat, fish and their preparations
Italy	Parmigiano Reggiano <sup>1</sup>	Cheeses
Italy	Pasta di Gragnano	Pasta, pastrycooks and other preparations of cereals
Italy	Pecorino Romano <sup>2</sup>	Cheeses
Italy	Pomodoro S. Marzano dell'Agro Sarnese-Nocerino	Vegetables, Fruits, Nuts and their preparations
Italy	Prosciutto di Parma <sup>3</sup>	Meat, fish and their preparations
Italy	Prosciutto di San Daniele	Meat, fish and their preparations
Italy	Prosciutto Toscano	Meat, fish and their preparations
Italy	Provolone Valpadana	Cheeses
Italy	Salamini italiani alla cacciatora	Meat, fish and their preparations

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<sup>1</sup> Article 13.35(8) applies.

<sup>2</sup> The protection of the geographical indication "Pecorino Romano" shall not prevent the continued and similar use of the terms "Romano" or "Romanito" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons have used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Argentina and Uruguay and that such use of the terms "Romano" or "Romanito" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

<sup>3</sup> The protection of the geographical indication "Prosciutto di Parma" shall not prevent the continued and similar use of the term "Presunto tipo Parma" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Brazil and that such use of the term "Presunto tipo Parma" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
Italy	Taleggio <sup>1</sup>	Cheeses
Italy	Toscana	Oils, edible oils and animal fats
Italy	Zampone Modena	Meat, fish and their preparations
Italy	Asti <sup>2</sup>	Wines
Italy	Barbaresco	Wines
Italy	Barbera d'Alba	Wines
Italy	Barbera d'Asti	Wines
Italy	Bardolino / Bardolino Superiore	Wines
Italy	Barolo	Wines
Italy	Brachetto d'Acqui / Acqui	Wines
Italy	Brunello di Montalcino	Wines
Italy	Campania	Wines
Italy	Chianti	Wines
Italy	Chianti Classico	Wines
Italy	Conegliano – Prosecco / Conegliano Valdobbiadene – Prosecco / Valdobbiadene – Prosecco	Wines

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<sup>1</sup> The protection of the geographical indication "Taleggio" shall not prevent the continued and similar use of the term "Taleggio" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Argentina and Brazil and that such use of the term "Taleggio" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

<sup>2</sup> The protection of the geographical indication "Asti" shall not prevent the continued and similar use of the term "método Asti" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Brazil and that such use of the "método Asti" as been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
Italy	Dolcetto d'Alba	Wines
Italy	Emilia / dell'Emilia <sup>1</sup>	Wines
Italy	Fiano di Avellino	Wines
Italy	Franciacorta	Wines
Italy	Greco di Tufo	Wines
Italy	Lambrusco di Sorbara	Wines
Italy	Lambrusco Grasparossa di Castelvetro	Wines
Italy	Marca Trevigiana	Wines
Italy	Marsala <sup>2</sup>	Wines
Italy	Montepulciano d'Abruzzo	Wines
Italy	Prosecco <sup>3</sup>	Wines

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- <sup>1</sup> The protection of the geographical indication "Emilia / Dell'Emilia" shall only be effective in the territory of Argentina upon registration of the trademark "Emilia Nieto Senetiner" therein unless the application for such registration of the trademark is withdrawn.
- <sup>2</sup> The protection of the geographical indication "Marsala" shall not prevent the continued and similar use of the term "Marsala" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Argentina and that such use of the term "Marsala" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.
- <sup>3</sup> The protection of the geographical indication "Prosecco" shall not prevent the continued and similar use of the vine variety "Prosecco" or "Proseco" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement in the territory of Argentina and Paraguay and for a maximum period of 10 (ten) years from the date of entry into force of this Agreement in the territory of Brazil, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Argentina, Paraguay and Brazil and that such use of vine variety "Prosecco" or "Proseco" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
Italy	Sicilia	Wines
Italy	Soave	Wines
Italy	Toscana / Toscano	Wines
Italy	Valpolicella	Wines
Italy	Veneto	Wines
Italy	Vernaccia di San Gimignano	Wines
Italy	Vino Nobile di Montepulciano	Wines
Italy	Grappa <sup>1</sup>	Spirit drinks
Cyprus	Λουκούμι Γεροσκήπου (Loukoumi Geroskipou)	Confectionery, cocoa and chocolates
Cyprus	Λεμεσός (Lemesos)	Wines
Cyprus	Κουμανδαρία (Commandaria)	Wines
Cyprus Greece	Ouzo / Ούζο	Spirit drinks
Cyprus	Ζιβανία / Τζιβανία / Ζιβάνα / Zivania	Spirit drinks
Cyprus	Πάφος (Pafos)	Wines
Lithuania	Originali lietuviška degtinė / Original Lithuanian vodka	Spirit drinks
Hungary	Szegedi szalámi; Szegedi téliszalámi	Meat, fish and their preparations

<sup>1</sup> The protection of the geographical indication "Grappa" shall not prevent the continued and similar use of the terms "Grappa" or "Grapa" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Argentina and Brazil and that such use of the terms "Grappa" or "Grapa" has been accompanied by a legible and visible indication of the geographical origin of the product concerned. Article 13.35(8) applies.



Member State of the European Union	Designation name	Product class
Hungary	Tokaj / Tokaji <sup>1</sup>	Wines
Hungary Austria	Pálinka	Spirit drinks
Hungary	Törkölypálinka	Spirit drinks
Netherlands	Edam Holland	Cheeses
Netherlands	Gouda Holland	Cheeses
Netherlands	Hollandse geitenkaas	Cheeses
Netherlands Belgium France Germany	Genièvre / Jenever / Genever <sup>2</sup>	Spirit drinks
Austria	Steirischer Kren	Vegetables, Fruits, Nuts and their preparations
Austria	Steirisches Kürbiskernöl	Oils, edible oils and animal fats
Austria	Tiroler Almkäse	Cheeses
Austria	Tiroler Alpkäse	Cheeses
Austria	Tiroler Bergkäse	Cheeses
Austria	Tiroler Graukäse	Cheeses
Austria	Tiroler Speck	Meat, fish and their preparations
Austria	Vorarlberger Alpkäse	Cheeses
Austria	Vorarlberger Bergkäse	Cheeses

<sup>1</sup> The protection of the geographical indication "Tokaj" / "Tokaji" shall not prevent the continued and similar use of the terms "Tokaj", "Tokaji" or "Tocai" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Argentina and Brazil and that such use of the terms "Tokaj", "Tokaji" or "Tocai" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

<sup>2</sup> Article 13.35(8) applies.

Member State of the European Union	Designation name	Product class
Austria	Inländerrum	Spirit drinks
Austria	Jägertee	Spirit drinks
Austria	Jagertee	Spirit drinks
Austria	Jagatee	Spirit drinks
Poland	Polska Wódka / Polish Vodka	Spirit drinks
Poland	Wódka ziołowa z Niziny Północnopodlaskiej aromatyzowana ekstraktem z trawy żubrowej / Herbal vodka from the North Podlasie Lowland aromatised with an extract of bison grass	Spirit drinks
Portugal	Azeite de Moura	Oils, edible oils and animal fats
Portugal	Azeite do Alentejo Interior	Oils, edible oils and animal fats
Portugal	Azeites da Beira Interior (Azeite da Beira Alta, Azeite da Beira Baixa)	Oils, edible oils and animal fats
Portugal	Azeite de Trás-os-Montes	Oils, edible oils and animal fats
Portugal	Azeites do Norte Alentejano	Oils, edible oils and animal fats
Portugal	Azeites do Ribatejo	Oils, edible oils and animal fats
Portugal	Chouriça de Carne de Vinhais; Linguiça de Vinhais	Meat, fish and their preparations
Portugal	Chouriço de Portalegre	Meat, fish and their preparations
Portugal	Mel dos Açores	Honey and other edible products of animal origin
Portugal	Ovos Moles de Aveiro	Confectionery, cocoa and chocolates
Portugal	Pêra Rocha do Oeste	Vegetables, Fruits, Nuts and their preparations

Member State of the European Union	Designation name	Product class
Portugal	Presunto de Barrancos / Paleta de Barrancos	Meat, fish and their preparations
Portugal	Queijo S. Jorge	Cheeses
Portugal	Queijo Serra da Estrela	Cheeses
Portugal	Queijos da Beira Baixa (Queijo de Castelo Branco, Queijo Amarelo da Beira Baixa, Queijo Picante da Beira Baixa)	Cheeses
Portugal	Açores	Wines
Portugal	Alentejano	Wines
Portugal	Alentejo	Wines
Portugal	Algarve	Wines
Portugal	Bairrada	Wines
Portugal	Beira Interior	Wines
Portugal	Carcavelos	Wines
Portugal	Dão	Wines
Portugal	Douro	Wines
Portugal	Duriense	Wines
Portugal	Lisboa	Wines
Portugal	Vinho da Madeira / Madère / Vin de Madère / Madera / Madeira Wein / Madeira Wine / Vino di Madera / Madeira Wijn / Madeira	Wines
Portugal	Madeirense	Wines

Member State of the European Union	Designation name	Product class
Portugal	Oporto / Port / Port Wine / Porto / Portvin / Portwein / Portwijn / vin du Porto / vinho do Porto <sup>1</sup>	Wines
Portugal	Palmela	Wines
Portugal	Pico	Wines
Portugal	Setúbal	Wines
Portugal	Távora-Varosa	Wines
Portugal	Tejo	Wines
Portugal	Trás-os-Montes	Wines
Portugal	Vinho Verde	Wines
Romania	Magiun de prune Topoloveni	Vegetables, Fruits, Nuts and their preparations
Romania	Salam de Sibiu	Meat, fish and their preparations
Romania	Telemea de Ibănești	Cheeses
Romania	Cotești	Wines
Romania	Cotnari	Wines
Romania	Dealul Mare	Wines
Romania	Murfatlar	Wines
Romania	Odobești	Wines
Romania	Panciu	Wines
Romania	Recaș	Wines
Romania	Târnave	Wines

<sup>1</sup> The protection of the geographical indication "Oporto" / "Port" / "Port Wine" / "Porto" / "Portvin" / "Portwein" / "Portwijn" / "vin du Porto" / "vinho do Porto" shall not prevent the continued and similar use of the term "Oporto" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Argentina and that such use of the term "Oporto" has been accompanied by a legible and visible indication of the geographical origin of the product concerned.

Member State of the European Union	Designation name	Product class
Romania	Pălincă	Spirit drinks
Romania	Țuică Zetea de Medieșu Aurit	Spirit drinks
Romania	Vinars Târnave	Spirit drinks
Romania	Vinars Vrancea	Spirit drinks
Slovenia	Kranjska klobasa	Meat, fish and their preparations
Slovenia	Kraška panceta	Meat, fish and their preparations
Slovenia	Kraški pršut	Meat, fish and their preparations
Slovenia	Kraški zašink	Meat, fish and their preparations
Slovenia	Slovenski med	Honey and other edible products of animal origin
Slovenia	Štajersko prekmursko bučno olje	Oils, edible oils and animal fats
Slovakia	Vinohradnícka oblasť Tokaj	Wines
Finland	Suomalainen Marjalikööri / Suomalainen Hedelmälikööri / Finsk Bärlikör / Finsk Frukttlikör / Finnish berry liqueur / Finnish fruit liqueur	Spirit drinks
Finland	Suomalainen Vodka / Finsk Vodka / Vodka of Finland	Spirit drinks
Sweden	Svensk Aquavit / Svensk Akvavit / Swedish Aquavit	Spirit drinks
Sweden	Svensk Punsch / Swedish Punch	Spirit drinks
Sweden	Svensk Vodka / Swedish Vodka	Spirit drinks

## SECTION 2

### GEOGRAPHICAL INDICATIONS OF MERCOSUR AS REFERRED TO IN ARTICLE 13.33

Country	Designation name	Product class
Argentina	25 de Mayo	Wines
Argentina	9 de Julio	Wines
Argentina	Agrelo	Wines
Argentina	Albardón	Wines
Argentina	Alto valle de Río Negro	Wines
Argentina	Angaco	Wines
Argentina	Añelo	Wines
Argentina	Arauco	Wines
Argentina	Avellaneda	Wines
Argentina	Barrancas	Wines
Argentina	Barreal	Wines
Argentina	Belén	Wines
Argentina	Cachi	Wines
Argentina	Cafayate – Valle de Cafayate	Wines
Argentina	Calingasta	Wines
Argentina	Castro Barros	Wines
Argentina	Catamarca	Wines
Argentina	Caucete	Wines
Argentina	Chapadmalal	Wines
Argentina	Chilecito	Wines
Argentina	Chimbas	Wines
Argentina	Colón	Wines
Argentina	Colonia Caroya	Wines
Argentina	Confluencia	Wines
Argentina	Córdoba Argentina	Wines

Country	Designation name	Product class
Argentina	Cruz del Eje	Wines
Argentina	Cuyo	Wines
Argentina	Distrito Medrano	Wines
Argentina	El Paraíso	Wines
Argentina	Famatina	Wines
Argentina	Felipe Varela	Wines
Argentina	General Alvear	Wines
Argentina	General Conesa	Wines
Argentina	General Lamadrid	Wines
Argentina	General Roca	Wines
Argentina	Godoy Cruz	Wines
Argentina	Guaymallén	Wines
Argentina	Iglesia	Wines
Argentina	Jáchal	Wines
Argentina	Jujuy	Wines
Argentina	Junín	Wines
Argentina	La Consulta	Wines
Argentina	La Paz	Wines
Argentina	Las Compuertas	Wines
Argentina	Las Heras	Wines
Argentina	Lavalle	Wines
Argentina	Luján de Cuyo	Wines
Argentina	Lunlunta	Wines
Argentina	Maipú	Wines
Argentina	Mendoza	Wines
Argentina	Molinos	Wines
Argentina	Neuquén	Wines
Argentina	Paraje Altamira	Wines
Argentina	Patagonia	Wines

Country	Designation name	Product class
Argentina	Pichimahuida	Wines
Argentina	Pocito	Wines
Argentina	Pomán	Wines
Argentina	Pozo de los Algarrobos	Wines
Argentina	Quebrada de Humahuaca	Wines
Argentina	Rawson	Wines
Argentina	Río Negro	Wines
Argentina	Rivadavia de San Juan	Wines
Argentina	Rivadavia de Mendoza	Wines
Argentina	Russel	Wines
Argentina	Salta	Wines
Argentina	San Blas de los Sauces	Wines
Argentina	San Carlos de Mendoza	Wines
Argentina	San Carlos de Salta	Wines
Argentina	San Javier	Wines
Argentina	San Juan	Wines
Argentina	San Martín de Mendoza	Wines
Argentina	San Martín de San Juan	Wines
Argentina	San Rafael	Wines
Argentina	Sanagasta	Wines
Argentina	Santa Lucía	Wines
Argentina	Santa María	Wines
Argentina	Santa Rosa	Wines
Argentina	Sarmiento	Wines
Argentina	Tafí	Wines
Argentina	Tinogasta	Wines
Argentina	Tucumán	Wines
Argentina	Tunuyán	Wines
Argentina	Tupungato – Valle de Tupungato	Wines



Country	Designation name	Product class
Argentina	Ullum	Wines
Argentina	Valle de Chañarmuyo	Wines
Argentina	Valle de Uco	Wines
Argentina	Valle del Pedernal	Wines
Argentina	Valle del Tulum	Wines
Argentina	Valle Fértil	Wines
Argentina	Valle de Zonda	Wines
Argentina	Valles Calchaqués	Wines
Argentina	Valles del Famatina	Wines
Argentina	Vinchina	Wines
Argentina	Villa Ventana	Wines
Argentina	Vista Flores	Wines
Argentina	Zonda	Wines
Argentina	Alcauciles Platenses / Alcachofas Platenses Alcauciles Romanesco, Híbridos Violeta y Blanco	Vegetables, Fruits, Nuts and their preparations
Argentina	Chivito Criollo del Norte Neuquino / Chivito mamón / Chivito de veranada	Meat, Fish and their preparations
Argentina	Cordero Patagónico	Meat, Fish and their preparations
Argentina	Dulce de Membrillo Rubio de San Juan	Vegetables, Fruits, Nuts and their preparations
Argentina	Melón de Media Agua, San Juan	Vegetables, Fruits, Nuts and their preparations
Argentina	Salame de Tandil	Meat, Fish and their preparations
Argentina	Salame Típico de Colonia Caroya	Meat, Fish and their preparations
Argentina	Yerba Mate Argentina / Yerba Mate Elaborada con Palo	Coffee, Mate, Spices and their preparations

Country	Designation name	Product class
Brazil	Alta Mogiana	Coffee, Mate, Spices and their preparations
Brazil	Altos Montes	Wines
Brazil	Cachaça	Spirit drinks
Brazil	Canastra	Cheeses
Brazil	Carlópolis	Fresh and processed fruits and nuts
Brazil	Costa Negra	Crustaceans
Brazil	Cruzeiro do Sul	Products of the milling industry
Brazil	Farroupilha	Wines
Brazil	Linhares	Cocoa and cocoa preparations
Brazil	Litoral Norte Gaúcho	Cereals
Brazil	Manguezais de Alagoas	Other edible products of animal origin
Brazil	Maracaju	Fresh, frozen, and processed meats
Brazil	Marialva	Fresh and processed fruits and nuts
Brazil	Microrregião Abaíra	Spirit drinks
Brazil	Monte Belo	Wines
Brazil	Mossoró	Fresh and processed fruits and nuts
Brazil	Norte Pioneiro do Paraná	Coffee, Mate, Spices and their preparations
Brazil	Oeste do Paraná	Honey
Brazil	Ortigueira	Honey
Brazil	Pampa Gaúcho da Campanha Meridional	Fresh, frozen and processed meats
Brazil	Pantanal	Honey
Brazil	Paraty	Spirit drinks
Brazil	Pelotas	Confectionery and baked products
Brazil	Piauí	Fresh and processed fruits and nuts

Country	Designation name	Product class
Brazil	Pinto Bandeira	Wines
Brazil	Região da Mara Rosa	Spices
Brazil	Região da Própolis Verde de Minas Gerais	Other edible products of animal origin
Brazil	Região da Serra da Mantiqueira de Minas Gerais	Coffee, Mate, Spices and their preparations
Brazil	Região de Pinhal	Coffee, Mate, Spices and their preparations
Brazil	Região de Salinas	Spirit drinks
Brazil	Região do Cerrado Mineiro	Coffee, Mate, Spices and their preparations
Brazil	Região São Bento de Urânia	Fresh and processed vegetable products
Brazil	São Matheus	Coffee, Mate, Spices and their preparations
Brazil	Serro	Cheeses
Brazil	Vale do Submédio São Francisco	Fresh and processed fruits and nuts
Brazil	Vale dos Vinhedos	Wines
Brazil	Vales da Uva Goethe	Wines
Uruguay	Bella Unión	Wines
Uruguay	Atlántida	Wines
Uruguay	Canelón Chico	Wines
Uruguay	Canelones	Wines
Uruguay	Carmelo	Wines
Uruguay	Carpinteria	Wines
Uruguay	Cerro Carmelo	Wines
Uruguay	Cerro Chapeu	Wines
Uruguay	Constancia	Wines

Country	Designation name	Product class
Uruguay	El Carmen	Wines
Uruguay	Garzón	Wines
Uruguay	José Ignacio	Wines
Uruguay	Juanico	Wines
Uruguay	La Caballada	Wines
Uruguay	La Cruz	Wines
Uruguay	La Puebla	Wines
Uruguay	Las Brujas	Wines
Uruguay	Las Violetas	Wines
Uruguay	Lomas De La Paloma	Wines
Uruguay	Los Cerrillos	Wines
Uruguay	Los Cerros De San Juan	Wines
Uruguay	Manga	Wines
Uruguay	Paso Cuello	Wines
Uruguay	Progreso	Wines
Uruguay	Rincón De Olmos	Wines
Uruguay	Rincón del Colorado	Wines
Uruguay	San José	Wines
Uruguay	Santos Lugares	Wines
Uruguay	Sauce	Wines
Uruguay	Sierra de la Ballena	Wines
Uruguay	Sierra de Mahoma	Wines
Uruguay	Suarez	Wines
Uruguay	Villa Del Carmen	Wines
Uruguay	Montevideo	Wines
Uruguay	Sur de Florida	Wines
Uruguay	Maldonado	Wines
Uruguay	Sur de Rocha	Wines
Uruguay	Colonia	Wines

Country	Designation name	Product class
Uruguay	Soriano	Wines
Uruguay	Rio Negro	Wines
Uruguay	Salto	Wines
Uruguay	Paysandú	Wines
Uruguay	Artigas	Wines
Uruguay	Tacuarembó	Wines
Uruguay	Flores	Wines
Uruguay	Norte de Florida	Wines
Uruguay	Cerro Largo	Wines
Uruguay	Norte de Lavalaja	Wines
Uruguay	Norte de Rocha	Wines
Uruguay	Colon	Wines
Uruguay	La Paz	Wines
Uruguay	San Carlos	Wines
Uruguay	Santa Rosa	Wines
Uruguay	Santa Lucía	Wines

### SECTION 3

"Product class" means a product class as referred to in Article 13.35 and listed in this Annex, as follows (\*):

1. "Meat, fish and their preparations" means products falling under Chapters 2, 3 and 16 of the Harmonized System.
2. "Butter and other dairy products, except cheeses", means products falling under headings 04.01 to 04.05.
3. "Cheeses" means products falling under heading 04.06.
4. "Honey and other edible products of animal origin" means products falling under headings 04.09 and 04.10.
5. "Flowers and ornamental plants" mean products falling under Chapter 06.
6. "Vegetables, Fruits, Nuts and their preparations" means products falling under Chapters 7, 8 and 20, and subheading 12.12.99.10.
7. "Coffee, Mate, Spices and their preparations" means products falling under Chapters 9 and heading 21.01
8. "Cereals" means products falling under Chapter 10.
9. "Flours and starches" means products falling under Chapter 11.

10. "Oilseeds and oleaginous fruits" means products falling under Chapter 12.
11. "Oils, edible oils and animal fats" means products falling under Chapter 15.
12. "Confectionery, cocoa and chocolates" means products falling under Chapters 17 and 18.
13. "Pasta, pastrycooks and other preparations of cereals" means products falling under Chapter 19.
14. "Sauces" means products falling under heading 21.03
15. "Beers" means products falling under heading 22.03.
16. "Wines" means products falling under heading 22.04.
17. "Spirit drinks" means products falling under heading 22.08.
18. "Vinegar" means products falling under heading 22.09.
19. "Essential oils" means products falling under Chapter 33.

(\*) List refers only to GIs for agricultural products.

1. As regards the list of geographical indications of the European Union set out in Section 1 of Annex 13-B, the protection provided in accordance with Article 13.35 is not sought in respect of the following individual terms, which are part of a compound geographical indication name:

"aceite", "aceto balsamico", "aceto balsamico tradizionale", "alla cacciatora", "almkäse", "alpkäse", "amarelo", "aprutino", "aquavit", "akvavit", "apfel", "azafrán", "azalea", "azeite", "bärlikör", "beef", "bergkäse", "berry liqueur", "beurre", "bier", "bleu", "blue cheese", "bœuf", "brandy", "bratwürste", "bresaola", "breze", "brezn", "brez'n", "brezel", "brie", "cacciatora", "camembert", "canard à foie gras", "cantucci", "cantuccini", "cecina", "chmel", "chorizo", "chouriça de carne", "chouriço", "christstollen", "cítricos", "cítrics", "cream", "crémant", "culatello", "deginé", "dehesa", "edam", "emmental", "emmentaler", "essence de lavande", "farmed salmon", "fleur", "fromage", "fruit liqueur", "fruktlikör", "geitenkaas", "génisse", "gouda", "graukäse", "hedelmälikööri", "herbal vodka", "hopfen", "huile essentielle de lavande", "huîtres", "jambon", "jamón", "katenschinken", "katenrauchschinken", "knochenschinken", "kirschwasser", "klobasa", "knöpfe", "kren", "kulen", "kürbiskernöl", "lamb", "lebkuchen", "linguiça", "llonganissa", "magiun de prune", "marjalikööri", "maultaschen", "med", "mel", "mela", "mortadella", "mozzarella", "mozzarella di bufala", "oli", "olje", "original", "ovos moles", "pacharán", "paleta", "panceta", "pancetta", "pasta", "pâté", "pecorino", "pêra", "picante", "pivo", "plate", "polvorones", "pomodoro", "prekmursko bučno olje", "presunto", "priego", "prosciutto", "provolone", "pršut", "pruneaux", "pruneaux mi-cuits", "punsch", "punch", "queijo", "queso", "rhum", "riz", "rostbratwürste", "salam", "salamini", "salchichón", "schinken", "sierra", "sobrasada", "spätzle", "speck", "stollen", "suppenmaultaschen", "szalámi", "téliszalámi", "telemea", "țuică zetea", "turrón", "vin de pays", "vin mousseux de qualité", "vinars", "vinho", "vin", "vino", "wein", "wine", "uisce beatha", "vinohradnícka oblast", "vodka", "weihnachtsstollen", "whiskey", "whisky", "white cheese", "wijn", "wódka", "wódka ziołowa", "zampone", "zašink", "κονσερβολιά" (konservolia), "κορινθιακή σταφίδα" (korinthiaki stafida), "λουκούμι" (loukoumi), "μαστίχα" (masticha), "розово масло" (rozovo maslo).



2. As regards the list of geographical indications of MERCOSUR set out in Section 2 of Annex 13-B, the protection provided in accordance with Article 13.35 is not sought in respect of the following individual terms, which are part of a compound geographical indication name:

"alcauciles", "alcachofas", "chivito", "criollo", "mamón", "veranda", "cordero", "dulce de membrillo", "melón", "salame", "salame típico", "mate", "yerba mate", "chorizo", "batiburrillo", "frutilla", "mango", "sandía", "poncho", "licor", "vino", "yerbamate", "stevia", "katuaba", "menta'i", "burrito", "caña", "miel negra de caña", "melón", "aceite de coco", "cecina", "naranja", "palmito".

3. Notwithstanding the protection of the following MERCOSUR designations, these terms may be used in the European Union for a product, provided that no other elements in the labelling or packaging of the said product would potentially create consumer confusion as to the origin or nature of the product and do not infringe the geographical indication as protected in other ways:

"flores", "iglesia", "la cruz", "la paz", "las violetas", "molinos", "salto", "sarmiento".

4. As regards the list of geographical indications of the European Union set out in Section 1 of Annex 13-B, and concerning names of a plant variety or an animal breed existing in the territory of the MERCOSUR as of the date of entry into force of this Agreement, the European Union notes that the following terms related to a plant variety or an animal breed may continue to be used, including in labelling, by MERCOSUR after the date of entry into force of this Agreement:

"Καλαμάτα" (Kalamata), "Valencia Late", "Alicante Buschet", "Cariñán", "Charolais", "Semillón", "Barbera", "Dolcetto", "Fiano", "Greco", "Lambrusco", "Lambrusco Grasparossa", "Montepulciano", "Trebiano Toscano".

5. Notwithstanding the protection of the European Union designation "Cava", this term may be used in MERCOSUR for a product if it undisputedly refers to a synonym of "bodega" or "adega", thus referring to a wine cellar, and provided no other elements in the labelling or packaging of the said product would potentially create any consumer confusion as to the origin or nature of this product and do not infringe the geographical indication as protected in other ways.
6. Notwithstanding the protection of the European Union designation "Φέτα" (Feta), the protection provided in accordance with Article 13.35 is not sought in respect of the Spanish expression "corte en fetas" (cut in slices) where this expression may apply concerning cheese products, except for white cheeses in brine, provided that no other elements in the labelling or packaging of such products would potentially create any consumer confusion as to the origin or nature of those products and do not infringe the geographical indication "Φέτα" (Feta) as protected in other ways.
7. Notwithstanding the protection of the European Union designation "Danablu", the protection provided in accordance with Article 13.35 is not sought in respect of the Spanish expression "queso azul".
8. The protection of the geographical indication "Boeuf de Charolles" shall not prevent users of the term "Charolês" or "Charolez" in the territory of Brazil, indicating a product derived from the animal breed "Charolais", to continue using these terms, provided that these products are not commercialised using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication, and provided that the usage of the name of the animal breed does not mislead the consumers or constitutes unfair competition with regard to the geographical indication.

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GEOGRAPHICAL INDICATIONS  
AS REFERRED TO IN ARTICLE 13.34

Country	Designation name	Product class
Paraguay	Miel Negra de caña paraguaya de Arroyos y Esteros	Sugar cane molasses
Paraguay	Chorizo Sanjuanino	Meat, fish and their preparations
Paraguay	Licor de Yegros	Spirit drinks
Paraguay	Chipa de Coronel Bogado	Confectionery, cocoa and chocolates
Paraguay	Miel de abeja de los Humedales del Ñeembucu	Honey and other edible products of animal origin
Paraguay	Cordero misionero	Meat, fish and their preparations
Paraguay	Batiburrillo de Misiones	Meat, fish and their preparations
Paraguay	Frutilla de Areguá	Vegetables, Fruits, Nuts and their preparations
Paraguay	Mango de Areguá	Vegetables, Fruits, Nuts and their preparations
Paraguay	Sandía de Estanzuela	Vegetables, Fruits, Nuts and their preparations
Paraguay	Vino de Independencia	Wines
Paraguay	Yerbamate Paraguaya	Coffee, Mate, Spices and their preparations
Paraguay	Stevia Paraguaya / Ka'a He'e del Paraguay	Other vegetable products
Paraguay	Katuaba Paraguaya	Other plants and parts of plants
Paraguay	Menta'i Paraguaya	Other plants and parts of plants

Country	Designation name	Product class
Paraguay	Burrito Paraguayo	Other plants and parts of plants
Paraguay	Chipa Barrero	Confectionary and baked products
Paraguay	Caña Paraguaya	Spirit drinks
Paraguay	Carne del Paraguay	Meat, fish and their preparations
Paraguay	Carne del Chaco	Meat, fish and their preparations
Paraguay	Melón de Yaguaron	Vegetables, Fruits, Nuts and their preparations
Paraguay	Aceite de coco Paraguayo / Mbokaja	Oils, edible oils and animal fats
Paraguay	Cecina so`o piru Paraguayo	Meat, fish and their preparations
Paraguay	Naranja de Itapua	Vegetables, Fruits, Nuts and their preparations
Paraguay	Palmito del Bosque del Atlántico del Alto Paraguay	Vegetables, Fruits, Nuts and their preparations
Paraguay	Miel de abeja del pantanal del Chaco paraguayo	Honey and other edible products of animal origin
Paraguay	Azúcar Orgánica Paraguaya	Cane sugar

GEOGRAPHICAL INDICATIONS OF MERCOSUR  
AS REFERRED TO IN ARTICLE 13.33.5

Country	Designation name	Product Class*
Brazil	Franca	Footwear.
Brazil	Região das Lagoas Mundaú-Manguaba	Special woven fabrics, embroidery, lace.
Brazil	Divina Pastora	Special woven fabrics, embroidery, lace.
Brazil	Cachoeiro do Itapemirim	Stone; and Articles of stone.
Brazil	Cariri Paraibano	Special woven fabrics, embroidery, lace.
Brazil	Paraíba	Cotton.
Brazil	São João del Rei	Tin and articles thereof.
Brazil	Vale do Sinos	Raw hides and skins and leather; and Articles of leather.
Brazil	Pedro II	Precious or semi-precious stones
Brazil	Goiabeiras	Ceramic products.
Brazil	Região do Jalapão do Estado do Tocantins	Ornamental Foliage.
Brazil	Região das Lagoas Mundaú-Manguaba	Special woven fabrics, embroidery, lace.

Country	Designation name	Product Class*
Paraguay	Aó Po'í de Yataity	Special woven fabrics, embroidery, lace.
Paraguay	Ñanduti de Itaugua	Special woven fabrics, embroidery, lace.
Paraguay	Poncho de Cordillera	Articles of apparel and clothing accessories, not knitted or crocheted
Paraguay	Piedra de Cerro Koi	Stone; and Articles of stone.
Paraguay	Cerámica de Areguá	Ceramic products.
Paraguay	Hamaca Paraguaya	Wadding, felt and nonwovens; special yarns; twine, cordage, ropes and cables and articles thereof.
Paraguay	Carbón del Chaco Paraguayo	Wood and articles of wood; wood charcoal.
Paraguay	Jabón de coco Paraguayo / Mbokaja	Soap, organic surface-active agents, washing preparations, lubricating preparations, artificial waxes, prepared waxes, polishing or scouring preparations, candles and similar articles, modelling pastes, "dental waxes" and dental preparations with a basis of plaster.

**MERCOSUR STATE PARTIES' LIST OF PRIOR USERS**

1. The prior users referred to in Article 13.35(8) are:

<b>TERRITORY</b>	<b>TERM</b>	<b>PRIOR USERS</b>
<b>ARGENTINA</b>	<b>PARMESANO</b>	<ol style="list-style-type: none"><li>1. Alto Campo S.R.L.</li><li>2. Canut Hnos S.R.L.</li><li>3. Casarias S.A.</li><li>4. Cassini y Cesaratto S.A.</li><li>5. Cooperativa de Trabajo Blaquier Ltda.</li><li>6. Ensemble S.R.L.</li><li>7. Ernesto Rodriguez e Hijos S.A.</li><li>8. Familia Benvenuto S.A.</li><li>9. Ingredients Solutions S.A.</li><li>10. Institucion Salesiana Nuestra Señora de Luján</li><li>11. Kiollo Quesos de Sorrenti Cristian José</li><li>12. Instituto Cultural Ermita Asociación Civil</li><li>13. La Mucca S.A.</li><li>14. Lácteos Don Victorino S.R.L.</li><li>15. Lácteos La Familia S.R.L.</li><li>16. Lácteos Lattaia S.R.L.</li><li>17. Lácteos Tío Pujio S.R.L.</li><li>18. Leig – Lac S.R.L.</li><li>19. LW S.R.L.</li><li>20. Man S.A.</li><li>21. Mastellone Hnos. S.A.</li><li>22. Milkaut S.A.</li><li>23. Molfino Hnos. S.A.</li></ol>

TERRITORY	TERM	PRIOR USERS
		24. Noal S.A. 25. Poland S.A. 26. Quesos Trelau S.A. 27. Remotti S.A. 28. Sancor Cooperativas Unidas Ltda. 29. San Gotardo Lácteos De García Jorge Alberto 30. Tandileofu de Raúl Edgardo Mastrángelo 31. Tresanto S.R.L. 32. Verónica S.A.C.I.A.F.E.I. 33. Vifran S.A.
ARGENTINA	GRUYERE / GRUYÈRE	1. Caffalac S.R.L. 2. Canut Hnos. S.R.L. 3. Cassini y Cesaratto S.A. 4. Cooperativa Agrícola Ganadera de Arroyo Cabral Ltda. 5. Cooperativa Agrícola Tampera de James Craik Ltda. 6. Día Argentina S.A. 7. Doña Emilia S.R.L. 8. Ernesto Rodríguez e Hijos S.A. 9. Granjas Patagónicas S.R.L. 10. Institución Salesiana Nuestra Señora de Luján 11. Lactear S.A. 12. Lácteos 3L S.A. 13. Lácteos Don Victorino S.R.L. 14. Lácteos Tío Pujio S.R.L. 15. LW S.R.L. 16. Magnasco Hnos. S.A. 17. Manfrey coop. de Tamberos de Com. e Ind. Ltda. 18. Mastellone Hnos. S.A. 19. Miguel Peiretti S.R.L.



TERRITORY	TERM	PRIOR USERS
		20. Milkaut S.A. 21. Molfino Hnos. S.A. 22. Quesos Don Atilio S.A. 23. Remotti S.A. 24. Ricolact S.R.L. 25. Steber S.A. 26. Sucesores de Alfredo Williner S.A. 27. Tandileofu de Raúl Edgardo Mastrángelo 28. Tradición Inza S.R.L. 29. Tremblay S.R.L. 30. Verónica S.A.C.I.A.F.E.I.
ARGENTINA	FONTINA	1. Ball-Mor S.R.L. 2. Brescialat S.A. 3. Capilla del Señor S.A. 4. Cayelac S.A. 5. CONAPROLE (Cooperativa Nacional de Productores de Leche) 6. Cooperativa Agrícola Ganadera de Arroyo Cabral Ltda. 7. Cooperativa Agrícola Tampera de James Craik Ltda. 8. Cooperativa de Trabajo Blaquier Ltda. 9. D.V.H. Productos Alimenticios S.A. 10. Establecimiento Don Santiago de Bessone Miguel, Mauro y Mario S.H (Samijor S.A.S.) 11. Don Felipe S.R.L. 12. Ensemble S.R.L. 13. Ernesto Rodríguez e Hijos S.A. 14. Establecimientos Lácteos Silvia S.R.L. 15. García Hermanos Agroindustrial S.R.L. 16. Granjas Patagónicas S.R.L.

TERRITORY	TERM	PRIOR USERS
		17. La Francisca S.R.L. 18. La Varense S.R.L. 19. Lactar S.A. 20. Lactear S.A. 21. Lácteos 3L S.A. 22. Lácteos Barraza S.A. 23. Lácteos Castel de Giordano Rafael Mario 24. Lácteos Don Angel de Laspina Miguel Angel 25. Lácteos Don Victorino S.R.L. 26. Lácteos Esperanza Blanca S.A. 27. Lácteos Her-Bal de Baldo Héctor José y Rodolfo Avelino S.H. 28. Lácteos La Familia S.R.L. 29. Lácteos San Jorge S.R.L. 30. Lácteos Vidal S.A. 31. Leig - Lac S.R.L. 32. Los Pinos S.R.L. 33. LW S.R.L. 34. Magnasco Hnos. S.A. 35. Manfrey Coop. de Tamberos de Com. e Ind. Ltda. 36. Mastellone Hnos. S.A. 37. Milkaut S.A. 38. Modesto Bertolini S.A. 39. Molfino Hnos. S.A. 40. Montechiari y Pognante S.R.L. 41. Noal S.A. 42. Pgb S.A. 43. Poland S.A. 44. Quesada Comercial e Industrial S.R.L.

TERRITORY	TERM	PRIOR USERS
		45. Quesos Chamen de López Julián A. y Ozcoidi Dario R. S.H. 46. Quesos Don Atilio S.A. 47. Quesos Fermier de Daniel Rigabert 48. Quesos Trelau S.A. 49. Remotti S.A. 50. Sancor Cooperativas Unidas Ltda. 51. San Gotardo Lácteos de García Jorge Alberto 52. Sobrero y Cagnolo S.A. 53. Steber S.A. 54. Tandileofu de Raúl Edgardo Mastrángelo 55. Tradición Inza S.R.L. 56. Usina Láctea El Puente S.A. 57. Verónica S.A.C.I.A.F.E.I. 58. Vila S.A.C.I.
ARGENTINA	REGGIANITO	1. Algarrobitos de Folmer Raúl Gaspar 2. Alto Campo S.R.L. 3. Asociación Cooperadora de la Escuela de Producción e Industrialización de Leche Dr. Ramón Santamarina de Tandil 4. Brescialat S.A. 5. Canagro S.A. 6. Canut Hnos. S.R.L. 7. Capilla del Señor S.A. 8. Casarias S.A. 9. Cassini y Cesaratto S.A. 10. Cayelac S.A. 11. Cencosud S.A. 12. CONAPROLE (Cooperativa Nacional de Productores de Leche) 13. Compañía de Sabores S.A.

TERRITORY	TERM	PRIOR USERS
		14. Cooperativa Agrícola Ganadera de Arroyo Cabral Ltda. 15. Cooperativa Agrícola Tambera De James Craik Ltda. 16. Cooperativa de Tamberos Unidos Ltda. 17. Cooperativa de Trabajo 22 de marzo Ltda. (ex Lugui S.R.L.) 18. Cooperativa de Trabajo Blaquier Ltda. 19. Cooperativa de Trabajo Nuevo Amanecer Ltda. 20. Cremigal S.R.L. 21. Establecimiento Don Santiago de Bessone Miguel, Mauro y Mario S.H (Samijor S.A.S.) 22. D.V.H. Productos Alimenticios S.A. 23. Diazlac S.R.L. 24. Doña Emilia S.R.L. 25. Ensemble S.R.L. 26. Ernesto Mayol S.A. 27. Ernesto Rodriguez e Hijos S.A. 28. Escuela Agrótecnica Salesiana Ambrosio Olmos 29. Establecimientos Lácteos Silvia S.R.L. 30. Establecimientos San Ignacio S.A. 31. Familia Benvenuto S.A. 32. Fanelácteo S.A. 33. Folgoso Bardullas S.A. 34. Funesil 35. García Hermanos Agroindustrial S.R.L. 36. Gotte S.A. 37. Grupo Muu S.R.L. – Lácteos Las 2 S 38. Industrias Alimenticias La Blanquita S.R.L. 39. Institución Salesiana Nuestra Señora de Luján

TERRITORY	TERM	PRIOR USERS
		40. J.A.P. S.R.L. 41. La Lácteo S.A. 42. La Margarita Establecimiento Lácteo De Francescutti Fabiana 43. La Mucca S.A. 44. La Vareense S.R.L. 45. Lácteos Castel de Giordano Rafael Mario 46. Lacrey de Rey Orestes Oscar 47. Lactear S.A. 48. Lácteos Amasuyo S.A. 49. Lácteos Camurri S.A. 50. Lácteos Don Angel de Laspina Miguel Angel 51. Lácteos Don Victorino S.R.L. 52. Lácteos Elortondo S.R.L. 53. Lácteos Esperanza Blanca S.A. 54. Lácteos La Familia S.R.L. 55. Lácteos La Juanita de Miqueo Martin Osvaldo 56. Lácteos Las Tres S.R.L. 57. Lácteos O'Higgins S.R.L. 58. Lácteos Premium S.A. 59. Lácteos Puán de Seitz Alfredo 60. Lácteos Puyehué S.R.L. 61. Lácteos San Francisco S.R.L. 62. Lácteos San Jorge S.R.L. 63. Lácteos San José de José German Tavaut 64. Lácteos Santa Fe S.A. 65. Lácteos Udaondo S.R.L. 66. Lattay de Careri Gustavo d. y Careri Liliana N. SH 67. Leig – Lac S.R.L.

TERRITORY	TERM	PRIOR USERS
		68. Los Alemanes de Hosmann Julio Máximo 69. LW S.R.L. 70. Magnasco Hnos. S.A. 71. Man S.A. 72. Manfrey Coop. de Tamberos de Com. e Ind. Ltda. 73. Marca S.A. 74. Mastellone Hnos. S.A. 75. Maxiconsumo S.A. 76. Milkaut S.A. 77. Modesto Bertolini S.A. 78. Molfino Hnos. S.A. 79. Montechiari y Pognante S.R.L. 80. Noal S.A. 81. Nonna Pia S.R.L. 82. Nuestra Tierra S.R.L. 83. Pgb S.A. 84. Poland S.A. 85. Prinlac S.R.L. 86. Punta del Agua S.A. 87. Quesada Comercial e Industrial S.R.L. 88. Quesos Chamen de López Julián A. y Ozcoidi Darío R. S.H. 89. Quesos Don Atilio S.A. 90. Quesos Trelau S.A. 91. Ramolac de Peiretti Celso, Héctor, Haydee y Raúl 92. Remotti S.A. 93. Ricolact S.R.L. 94. S.A. Importadora y Exportadora de La Patagonia

TERRITORY	TERM	PRIOR USERS
		95. San Gotardo Lácteos De García Jorge Alberto 96. San Isidro Cooperativa Agropecuaria Ltda. 97. San Lucio S.A. 98. Sancor Cooperativas Unidas Ltda. 99. Sobrero y Cagnolo S.A. 100. Soc. Coop.de Tamberos de la Zona de Rosario Ltda. 101. Steber S.A. 102. Sucesores de Alfredo Williner S.A. 103. Supermercados Mayoristas Makro S.A. 104. Tandileofu de Raúl Edgardo Mastrángelo 105. Tradicion Inza S.R.L. 106. Tremblay S.R.L. 107. Ucalac S.A. 108. Usina Láctea El Puente S.A. 109. Verónica S.A.C.I.A.F.E.I. 110. Vifran S.A. 111. Vila S.A.C.I.
ARGENTINA	GINEBRA	1. Campari Argentina S.A. 2. Peters Hnos, C.C.I.S.A.
BRAZIL	FONTINA	1. Laticinios PJ Ltda 2. Cooperativa Santa Clara  Foreign Users 1. Sancor Cooperativas Unidas Ltda – Argentina 2. Verónica SA – Argentina

TERRITORY	TERM	PRIOR USERS
BRAZIL	GORGONZOLA	<ol style="list-style-type: none"> <li>1. Agro-Leite Noroeste Indústria e Comércio Ltda</li> <li>2. ARC Logística e Alimentos Ltda</li> <li>3. Cooperativa Santa Clara</li> <li>4. Dan Vigor Indústria e Comércio de Laticínios Ltda</li> <li>5. Frimesa Cooperativa Central</li> <li>6. Lactalis do Brasil</li> <li>7. Laticínio Minas Gerais Ltda</li> <li>8. Laticínios Latco Ltda</li> <li>9. Laticínios Sabor da Serra Ltda</li> <li>10. Laticínios São João SA</li> <li>11. Laticínios São Vicente de Minas SA</li> <li>12. Laticínios Sibéria Ltda</li> <li>13. Laticínios Tirolez Ltda</li> <li>14. Laticínios Union Ltda</li> <li>15. Laticínios Minas Forte Ltda</li> <li>16. Na morada Indústria e Comércio Ltda</li> <li>17. Nacon Araraquara Comércio e Representações Eireli</li> <li>18. Neolat Comércio de Laticínios Ltda</li> <li>19. Nova Mix Industrial e Comercial de Alimentos Ltda</li> <li>20. Polenghi Indústrias Alimentícias Ltda</li> <li>21. Premiato Indústria e Comércio de Alimentos Ltda</li> <li>22. Queijos Finos Indústria, Comércio, Importação, Exportação e Serviços Eireli</li> <li>23. Scalón &amp; Cerchi Ltda</li> <li>24. Vicente Roberto de Carvalho &amp; CIA Ltda</li> <li>25. Yema Distribuidora de Alimentos Eireli</li> </ol>



TERRITORY	TERM	PRIOR USERS
BRAZIL	GRANA	<ol style="list-style-type: none"> <li>1. RAR Indústria e Comércio de Alimentos Ltda</li> <li>2. Gran Mestri Alimentos SA</li> <li>3. Gran Parma Agroindústria Ltda</li> <li>4. Parmíssimo Alimentos Ltda</li> </ol>
BRAZIL	GRUYÈRE	<ol style="list-style-type: none"> <li>1. Barbosa &amp; Marques SA</li> <li>2. Cooperativa Santa Clara</li> <li>3. Dan Vigor Indústria e Comércio de Laticínios Ltda</li> <li>4. Lactalis do Brasil</li> <li>5. Laticínios Iterere Ltda</li> <li>6. Laticínios PJ Ltda</li> <li>7. Laticínios São João SA</li> <li>8. Laticínios São Vicente de Minas SA</li> <li>9. Laticínios Sibéria Ltda</li> <li>10. Laticínios Tirolez Ltda</li> <li>11. Indústria e Comércio de Laticínios Vale dos Buritis Ltda</li> <li>12. Laticínios União Total Ltda</li> <li>13. Nacon Araraquara Comércio e Representações Eireli</li> <li>14. Nova Mix Industrial e Comercial de Alimentos Ltda</li> <li>15. Polenghi Industrias Alimentícias Ltda</li> <li>16. Usina de Beneficiamento Paiolzinho Ltda</li> <li>17. Vialat Indústria &amp; Comércio Ltda</li> <li>18. Yema Distribuidora de Alimentos Eireli</li> </ol> <p>Foreign Users</p> <ol style="list-style-type: none"> <li>1. Seglar SA – Uruguai</li> <li>2. Verónica SA – Argentina</li> </ol>

TERRITORY	TERM	PRIOR USERS
BRAZIL	PARMESAO	<ol style="list-style-type: none"> <li>1. A. F. Sampaio EPP</li> <li>2. Agroindústria e Comércio Serra Negra Ltda</li> <li>3. Agro-leite Noroeste Indústria e Comércio Ltda</li> <li>4. ARC Logística e Alimentos Ltda</li> <li>5. Atalat Industria e Comércio de Laticínios Ltda</li> <li>6. Barbosa &amp; Marques SA</li> <li>7. BRQ Indústria de Alimentos SA</li> <li>8. Buritama Industria e Comercio de Laticinios Ltda</li> <li>09. Campanella Alimentos Ltda</li> <li>10. Citale Brasil Ltda</li> <li>11. Cooperativa Agropecuária de Boa Esperança Ltda</li> <li>12. Cooperativa Agropecuária do Vale do Paracatu Ltda</li> <li>13. Cooperativa Agropecuária do Vale do Sapucaí Ltda</li> <li>14. Cooperativa de Laticínios Selita</li> <li>15. Cooperativa dos Pequenos Produtores Rurais de Icaraí de Minas Ltda</li> <li>16. Cooperativa Mista Agropecuária de Patos de Minas Ltda</li> <li>17. Cooperativa Mista dos Produtores de Leite de Morrinhos</li> <li>18. Cooperativa Mista dos Produtores Rurais de Conselheiro Pena Ltda</li> <li>19. Cooperativa Regional Agropecuária de Santa Rita do Sapucaí Ltda</li> <li>20. Cooperativa Regional de Produtores de Leite Serrania Ltda</li> <li>21. Cooperativa Santa Clara</li> </ol>

TERRITORY	TERM	PRIOR USERS
		22. Cristaulat Indústria e Comércio de Laticínios Ltda 23. Dan Vigor Indústria e Comércio de Laticínios Ltda 24. Deusdete Soares da Silva ME 25. Eduardo Barbosa Levate 26. Fábrica de Laticínios Jorge Pereira dos Anjos 27. Fábrica de Laticínios Minas Milk Ltda 28. Forno de Minas Alimentos SA 29. Frimesa Cooperativa Central 30. Gran Mestri Alimentos SA 31. Gran Paladare Indústria e Comércio de Lácteos Eireli 32. Gran Parma Agroindústria Ltda 33. Gonçalves Salles S.A. Indústria e Comércio 34. Indústria, Comércio, Importação e Exportação de Alimentos Multlac Eireli 35. Indústria de Alimentos Costa Uruguai Ltda 36. Indústria de Laticínios Kase Haus Ltda ME 37. Indústria de Queijos Nato Bom Ltda 38. Indústria e Comércio de Laticínio Minas Lacto 39. Indústria e Comércio de Laticínios Vale dos Buritis Ltda 40. Indústria e Comércio de Laticínios Vila Nova Ltda 41. Indústria e Comércio de Laticínio Vitória Ltda 42. Indústria e Comércio de Laticínios VLF Eireli 43. Indústria e Comércio de Queijos Lelo Ltda 44. Indústria e Comércio de Queijos Litza Ltda

TERRITORY	TERM	PRIOR USERS
		45. Indústria e Comércio de Queijos Oriente Ltda 46. Indústria & Comércio Irmãos & Irmãos 47. Indústria e Comércio de Laticínios Sabor do Vale 48. Indústria e Comércio de Laticínios Rex Ltda 49. Lactalis do Brasil Comercio Importação Exportação de Laticínios Ltda 50. Laticínio Belo Vale Ltda 51. Laticínios Estrela do Norte Comércio e Indústria LTDA 52. Laticínio Fazenda Bella Vista Ltda 53. Laticínio Flor dos Alpes Ltda 54. Laticínio Lacobom Ltda 55. Laticínio Mais Vida Ltda 56. Laticínio Minas Gerais Ltda 57. Laticínio Nova Vitória Indústria e Comércio Ltda 58. Laticínio Rocha Ltda 59. Laticínio Santa Izabel Eireli 60. Laticínio Santa Rosa LTDA 61. Laticínios Alkmim Ltda 62. Laticínios Bela Vista Ltda 63. Laticínios Bom Pastor Ltda 64. Laticínios Campo Belo Ltda 65. Laticínios Curral de Minas Ltda 66. Laticínios Dona Formosa Ltda 67. Laticínios Dupavão Ltda ME 68. Laticínios Estrela da Mantiqueira Bocaina de Minas Ltda – EPP 69. Laticínios Fartura Eireli

TERRITORY	TERM	PRIOR USERS
		70. Laticínios Heloisa Ltda 71. Laticínios JL Ltda 72. Laticínios Kiformaggio Ltda 73. Laticínios Latco Ltda 74. Laticínios Madre de Deus de Minas Ltda 75. Laticínios Noroeste Ltda 76. Laticínios Norte de Minas Eireli 77. Laticínios Nutrileite Indústria e Comércio Ltda 78. Laticínios Oliveira Industria e Comercio Ltda – ME 79. Laticínios Palmital Ltda 80. Laticínios Paula Freitas Ltda 81. Laticínios Peçanha Ltda 82. Laticínios PJ Ltda 83. Laticínios Porto Alegre Indústria e Comércio SA 84. Laticínios Q'nutry Ltda 85. Laticínios Rosena Ltda 86. Laticínios Sabor da Serra Ltda 87. Laticínios Saldalis SA 88. Laticínios São João SA 89. Laticínios São José do Barreiro Ltda 90. Laticínios Sevilha Ltda 91. Laticínios Sibéria Ltda 92. Laticínios Silva e Oliveira Ltda 93. Laticínios Tirolez Ltda 94. Laticínios Union Ltda 95. Cooperativa de Laticínios Vale do Mucuri Ltda

TERRITORY	TERM	PRIOR USERS
		96. Laticínios União Total Ltda 97. Leitesol Indústria e Comércio SA 98. Leandro Barcelos da Fonseca EPP 99. Leite Fazenda Bela Vista Ltda 100. Leme Indústria e Comércio de Produtos Alimentícios Ltda 101. Luís Henrique Delgado EPP 102. Mania Cristina Neves Matos Eireli 103. Minas Alimentos Ltda 104. Na morada Indústria e Comércio Ltda 105. Nacon Araraquara Comércio e Representações Eireli 106. Natamil Friburgo Industria e Comércio de Laticínios Eireli 107. Neolat Comércio de Laticínios Ltda 108. Nova Mix Industrial e Comercial de Alimentos Ltda 109. Oxente Indústria e Comércio de Laticínios Ltda 110. Pastora Indústria de Laticínios ME 111. Promissão Alimentos e Lácteos Eireli 112. Polenghi Indústrias Alimentícias Ltda 113. P&L Agroindústria de Laticínios 114. Pinheiro & Silva Indústria e Comércio de Laticínios Ltda 115. Premiato Indústria e Comércio de Alimentos Ltda 116. Primor Indústria e Comércio de Laticínios Ltda 117. Parmíssimo Alimentos Ltda 118. RAR Indústria e Comércio de Alimentos Ltda

TERRITORY	TERM	PRIOR USERS
		119. Real Comércio e Laticínios Ltda 120. RPJ Distribuidora de Laticínios e Frios Ltda 121. S Teixeira Produtos Alimentícios Ltda 122. São Leopoldo Alimentos Ltda 123. Scalon & Cerchi Ltda 124. Tapuya Indústria e Comércio Ltda 125. Três Barras Indústria de Lácteos do Brasil Ltda 126. Usina de Beneficiamento Del Rios Ltda 127. Usina de Beneficiamento Paiolzinho Ltda 128. Villam Laticínios Ltda 129. Vicente Roberto de Carvalho & CIA Ltda 130. Yema Distribuidora de Alimentos Eireli  Foreign Users 1. CALCAR (Cooperativa Agraria de Responsabilidad Limitada Carmelo) – Uruguai 2. CONAPROLE – Cooperativa Nacional de Produtores de Leche – Uruguai 3. Industria Láctea Salteña SA –Uruguai 4. Mastellone Hnos SA – Argentina 5. Milkaut SA – Argentina 6. Molfino Hnos SA – Argentina 7. Noal SA – Argentina 8. Remotti SA – Argentina 9. SanCor Cooperativas Unidas Ltda – Argentina 10. Seglar SA – Uruguai

TERRITORY	TERM	PRIOR USERS
BRAZIL	GENEBRA	<ol style="list-style-type: none"> <li>1. Bebidas Guichard Ltda</li> <li>2. Dubar Indústria e Comércio de Bebidas Ltda</li> <li>3. Multidrink do Brasil Ltda</li> </ol>
BRAZIL	STEINHAEGER	<ol style="list-style-type: none"> <li>1. Distilaria Doble W Exportação e Importação Ltda</li> <li>2. Distillerie Stock do Brasil Ltda</li> <li>3. Dubar Indústria e Comércio de Bebidas Ltda</li> <li>4. Multidrink do Brasil Ltda</li> <li>5. Natique Indústria e Comércio Ltda</li> </ol>
PARAGUAY	PARMESANO	<ol style="list-style-type: none"> <li>1. Lácteos Norte S.R.L.</li> <li>2. Lácteos San Cristóbal de Delci López Correa / Lácteos Katuete S.A.</li> </ol> <p>Foreign Users</p> <ol style="list-style-type: none"> <li>1. CONAPROLE (Cooperativa Nacional de Productores de Leche)</li> <li>2. Sancor Cooperativas Unidas Ltda.</li> </ol>
PARAGUAY	GRUYERE	<ol style="list-style-type: none"> <li>1. Dominique Gaston Frossard / Cremo Euro Gourmet S.A.</li> </ol> <p>Foreign Users</p> <ol style="list-style-type: none"> <li>1. García Hermanos Agroindustrial S.R.L</li> </ol>
PARAGUAY	FONTINA	<p>Foreign Users</p> <ol style="list-style-type: none"> <li>1. CONAPROLE (Cooperativa Nacional de Productores de Leche)</li> <li>2. Sucesores de Alfredo Williner S.A.</li> <li>3. Sancor Cooperativas Unidas Ltda.</li> <li>4. García Hermanos Agroindustrial S.R.L</li> </ol>



TERRITORY	TERM	PRIOR USERS
PARAGUAY	REGGIANITO	<p>Foreign Users</p> <ol style="list-style-type: none"> <li>1. CONAPROLE (Cooperativa Nacional de Productores de Leche)</li> <li>2. Sucesores de Alfredo Williner S.A.</li> <li>3. Mastellone Hnos. S.A.</li> <li>4. Sancor Cooperativas Unidas Ltda.</li> <li>5. García Hermanos Agroindustrial S.R.L</li> <li>6. Milkaut S.A.</li> <li>7. Manfrey Coop. de Tamberos de Com. E Ind. Ltda.</li> </ol>
URUGUAY	PARMESANO	<ol style="list-style-type: none"> <li>1. ALKLA SRL</li> <li>2. CALCAR (Cooperativa Agraria de Responsabilidad Limitada Carmelo)</li> <li>3. CATENI S.A.</li> <li>4. CONAPROLE (Cooperativa Nacional de Productores de Leche)</li> <li>5. Conarey S.A.</li> <li>6. ECOMEL S.A.</li> <li>7. El Nuevo Gaucho SRL</li> <li>8. FARMING S.A.</li> <li>9. Farolur S.A.</li> <li>10. FORMAGGIO LTDA</li> <li>11. Granja Brassetti SRL</li> <li>12. Henderson &amp; CIA S.A</li> <li>13. Horacio Bentacor</li> <li>14. INDULACSA (Industria Lactea Salteña S.A.)</li> <li>15. Juan Manuel Guerequiz Melo</li> <li>16. La Magnolia S.A.</li> <li>17. La Nueva Cerro S.A</li> <li>18. La vieja bodega SRL</li> <li>19. Pronaturalia S.A.</li> <li>20. Queseria Helvetica S.A.</li> <li>21. SEGLAR S.A.</li> </ol>

TERRITORY	TERM	PRIOR USERS
URUGUAY	GRUYERE / GRUYÈRE	<ol style="list-style-type: none"> <li>1. CONAPROLE (Cooperativa Nacional de Productores de Leche)</li> <li>2. Granja Brassetti SRL</li> <li>3. Pronaturalia S.A.</li> <li>4. SEGLAR S.A.</li> </ol> <p>Foreign Users</p> <ol style="list-style-type: none"> <li>1. MILKAUT S.A.</li> </ol>
URUGUAY	GRUYERITO / GRUYER	<ol style="list-style-type: none"> <li>1. Bonprole Industrias Lacteas S.A.</li> </ol>
URUGUAY	FONTINA	<ol style="list-style-type: none"> <li>1. CONAPROLE (Cooperativa Nacional de Productores de Leche)</li> <li>2. Farolur S.A.</li> <li>3. Pronaturalia S.A.</li> </ol> <p>Foreign Users</p> <ol style="list-style-type: none"> <li>1. MILKAUT S.A.</li> <li>2. Sancor Cooperativas Unidas Ltda</li> </ol>
URUGUAY	REGGIANITO	<ol style="list-style-type: none"> <li>1. CLALDY S.A.</li> <li>2. CONAPROLE (Cooperativa Nacional de Productores de Leche)</li> </ol> <p>Foreign Users</p> <ol style="list-style-type: none"> <li>1. MILKAUT S.A.</li> <li>2. Sancor Cooperativas Unidas Ltda</li> </ol>

TERRITORY	TERM	PRIOR USERS
URUGUAY	GRAPPAMIEL	<ol style="list-style-type: none"> <li>1. A. López &amp; CIA</li> <li>2. Bodega Tunin Hnos. S.R.L.</li> <li>3. CABORIL S.A.</li> <li>4. CEPAS Uruguay Bebidas y Alimentos S.A. (Ex BACARDI-MARTINI S.A.)</li> <li>5. Eduardo Bon Perez</li> <li>6. Gerardo Nabune Sciutti</li> <li>7. Valdi Fraga Gonzalo Martin (ex JORGE L. VALDI)</li> <li>8. La vieja bodega SRL</li> <li>9. LICOGIN SRL</li> <li>10. MENDOZA SRL</li> <li>11. NABITUR S.A.</li> <li>12. NAFIREY S.A.</li> <li>13. REWILAT S.A.</li> <li>14. Rodríguez HNOS &amp; CIA LTDA</li> </ol>

2. A transitional period of 12 (twelve) months as of the date of the entry into force of this Agreement shall apply to allow any prior user listed in this Annex to adapt to the specifications laid down in subparagraphs (a) to (i) of Article 13.35(8).

**PARTY-SPECIFIC SCHEDULES ON STATE-OWNED ENTERPRISES  
AND ENTERPRISES GRANTED EXCLUSIVE OR SPECIAL PRIVILEGES**

ARGENTINA

1. Chapter 17 does not apply to state-owned enterprises or enterprises granted exclusive or special privileges at sub-central level.
2. Article 17.4 does not apply to the state-owned enterprises or enterprises granted exclusive or special privileges listed below, or to enterprises, subsidiaries and affiliates which they own or control or to any new, reorganised or successor enterprises or entities to:
  - (a) Integración Energética Argentina S.A.;
  - (b) Nucleoeléctrica Argentina S.A.; and
  - (c) Soluciones Satelitales S.A.

BRAZIL

Chapter 17 does not apply to state-owned enterprises or enterprises granted exclusive or special privileges at sub-central level.

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PREAMBLE

THE PARTIES,

SHARING the view that this Agreement is being signed amidst an unprecedented combination of crises and challenges;

NOTING that:

- (a) it is imperative to take urgent action to tackle environmental challenges and crises, including those of climate change, biodiversity loss and pollution, as clearly indicated by the most recent scientific evidence, and which are further exacerbated by persistent levels of poverty, including extreme poverty, food insecurity and inequality;
- (b) the COVID-19 pandemic revealed in its wake multiple vulnerabilities in our societies, among which is concern about the resilience of supply chains, not least in national health systems;
- (c) geopolitical tensions have led to an increased overlap of economic relations and resilience, bringing about disruptions in international trade flows;
- (d) ensuring decent living standards becomes an even more difficult challenge as food supply chains are subject to disruptions and ecosystems are affected by the adverse effects of climate change; and
- (e) successive years of cascading challenges and crises have reversed gains in the 2030 Agenda and its Sustainable Development Goals;

UNDERLINING that against this backdrop, it is critical to ensure the operation of an open, transparent and rules-based international trade;

STRESSING the imperative of urgently accelerating our actions to achieve the Sustainable Development Goals, to tackle climate change, and to obtain the means to do so;

FIRMLY BELIEVING that this Agreement brings together two regions which offer critical contributions to address the aforementioned challenges;

HIGHLIGHTING that:

- (a) they share values that are called for in addressing the challenges posed by the current global context, such as:
  - (i) the recognition of the importance of inclusiveness in delivering solutions that work for all, especially workers, local and traditional communities, smallholding farmers, and in empowering women;
  - (ii) the embrace of multilateralism and the rejection of unnecessary barriers to trade;
  - (iii) the respect for international law; and
  - (iv) the protection and conservation of the environment;
- (b) they play pivotal roles in the structure of global supply chains across different sectors and technological levels, including in food production;
- (c) they are champions of sustainable development in its social, economic and environmental dimensions, which are integrated, indivisible, interdependent and mutually reinforcing, recognising the wide diversity of production systems, as there is not a one-size-fits-all development model;



- (d) they acknowledge that eradicating poverty in all its forms and dimensions, including extreme poverty, is the greatest global challenge and an indispensable requirement for sustainable development;
- (e) they recognise the importance of scaling up efforts to protect, conserve, sustainably use, and sustainably manage and restore all ecosystems, in line with their national capacities and circumstances, and that they also acknowledge the importance of increasing the mobilization of resources to support these efforts;
- (f) they also acknowledge the essential role of cooperation at multilateral level to effectively address common environmental and sustainable development challenges and commit to reinforcing cooperation on international trade and investment to avoid unnecessary disruptions and to achieve the Sustainable Development Goals, and that they further recall that the 2030 Agenda and the Sustainable Development Goals and targets, including the means of implementation, are universal, indivisible and interlinked; and
- (g) regarding climate change, in particular:
  - (i) they reaffirm, mindful of their leadership role, their steadfast commitments, in pursuit of the objective of the UNFCCC, to tackle climate change by strengthening the full and effective implementation of the Paris Agreement and achieving its purpose and long-term goals, including its temperature goal, its goal on increasing the ability to adapt to the adverse impacts of climate change and its goal of making financial flows consistent with the previous two, reflecting equity and the principle of common but differentiated responsibilities and respective capabilities, in light of different national circumstances; that they aim to strengthen the global response to the threat of climate change, in the context of sustainable development and efforts to eradicate poverty; and that they also recognise that the impacts of climate change are being experienced worldwide, particularly by the poorest and the most vulnerable; and

- (ii) they recognise the fundamental priority of safeguarding food security and ending hunger, and the particular vulnerabilities of food production systems to the adverse impacts of climate change;

AGREEING that to address the crises and challenges mentioned above, a rules-based, non-discriminatory, fair, open, inclusive, equitable, and transparent multilateral trading system, with the WTO at its core, and in accordance with the objective of sustainable development, is indispensable;

RENEWING their commitment to ensure a level playing-field and fair competition by discouraging protectionism and market-distorting practices, to foster a favourable trade and investment environment for all;

REITERATING their commitment to fully respect WTO rules and to avoid unjustified or arbitrary discrimination or a disguised restriction on international trade;

CONCURRING that the aforementioned challenges usher in a new context for the formulation of public policies to build a better future;

RECALLING Article 18.1(5) of this Agreement, and RECOGNISING the differences in their levels of development, agreeing that this Annex embodies a cooperative approach based on common values and interests;

DETERMINED to work together so that their trade relationship enhances sustainable development;

RECALLING the importance of trade for raising standards of living and promoting job growth, while allowing for the optimal use of the world's resources in accordance with the objective of sustainable development;

SEEKING both to protect and preserve the environment and to enhance the means for doing so in a manner consistent with their respective needs and concerns at different levels of economic development;

UNDERLINING the need to account for the specific challenges of landlocked developing countries to ensure market access and benefits under this Agreement;

IN LIGHT of the aforementioned challenges,

AGREE on this Annex.

## PART A

### TRADE AND SUSTAINABLE DEVELOPMENT

#### A.1. General provisions

1. The Parties reaffirm the commitments adopted under Chapter 18. They are of the view that they are uniquely placed to lead by example in the integration of trade and sustainable development and that this should be pursued in a collaborative manner.
2. While recognising the right of each Party to determine its sustainable development policies and priorities, which should be consistent with each Party's commitments under the international agreements it is a party to, each Party shall strive to improve its relevant laws, regulations and policies so as to ensure high and effective levels of environmental and labour protection, in accordance with Article 18.2(2). This is in line with the overall objective expressed in Article 18.1 to implement this Agreement in a manner that contributes to sustainable development. In addition, the Parties recall their agreement in Article 18.2(3) that a Party should not weaken the levels of protection afforded in its environmental or labour laws and regulations with the intention of encouraging trade or investment. The Parties recall that, under Article 18.2(5), they agree that a Party shall not fail, through a sustained or recurring course of action or inaction, to effectively enforce its environmental or labour laws and regulations in order to encourage trade or investment. In this regard, the Parties acknowledge the importance of the provision of appropriate available means to perform such enforcement. Moreover, pursuant to Article 18.2(6), a Party shall not apply its environmental and labour laws and regulations in a manner that would constitute a disguised restriction on trade or an unjustifiable or arbitrary discrimination.

3. The Parties recall that, pursuant to Principle 11 of the Rio Declaration on Environment and Development adopted by the United Nations Conference on Environment and Development in 1992 (hereinafter referred to as "Rio Declaration on Environment and Development of 1992"), environmental standards, management objectives and priorities should reflect the environmental and developmental context to which they apply. Recalling Articles 18.1(1) and 18.1(5) of this Agreement, the Parties also recognise the differences in their levels of development and national circumstances, while pursuing the integration of sustainable development in the Parties' trade and investment relationship. They acknowledge that such differences include the challenges of landlocked developing countries.
4. The Parties acknowledge that sustainability measures affecting trade must be fully consistent with their obligations under the WTO Agreements. The Parties recall that, in accordance with the TBT Agreement, measures which amount to technical regulations restricting trade subject to that agreement should, *inter alia*, (i) be based on scientific and technical information; (ii) not be more trade-restrictive than necessary to fulfil a legitimate objective, taking account of the risks non-fulfilment would create; and (iii) be based on relevant international standards. The Parties also recall that sanitary and phytosanitary measures which are subject to the SPS Agreement should, in accordance with that agreement, *inter alia*, (i) be applied only to the extent necessary to protect human, animal or plant life or health; (ii) be based on scientific principles; (iii) be based on relevant international standards, guidelines or recommendations, except as otherwise provided for in the SPS Agreement; (iv) not be maintained without sufficient scientific evidence, except as otherwise provided for in the SPS Agreement; and (v) not be applied in a manner which would constitute a disguised restriction on international trade.

5. Pursuant to Article 22.6, the Parties highlight the key role of civil society organisations in the effective implementation of this Agreement, through the establishment of domestic advisory groups in accordance with each Party's domestic mechanisms and legislation, with a broad-based involvement of civil society actors.
6. The Parties share the understanding that promoting international trade in such a way as to contribute to the objective of sustainable development, as referred to in Article 18.1(3), entails actions under the following headings:
  - (a) multilateral regimes;
  - (b) bi-regional trade and investment relations;
  - (c) national and regional trade-related policies and measures; and
  - (d) women's economic empowerment.
7. Furthermore, the Parties agree that to ensure an effective implementation of their commitments under Chapter 18 of this Agreement and under this Annex, they will, on entry into force of this Agreement, engage in further discussions and put in place a series of actions and cooperation activities.

A.2. Multilateral regimes: collaborating to support multilateral rules for sustainable development

7. The Parties consider that this Agreement offers a privileged platform for consultation and cooperation on trade-related aspects of multilateral labour and environmental standards and objectives, as referred to in Articles 18.1(4)(a), 18.4(8), 18.5(5) and 18.6(3), in line with a cooperative approach, referred to in Article 18.1(5), that duly takes into account the Parties' different national realities, geographic constraints, capacities, needs and levels of development and which respects the Parties' national policies and priorities, referred to in Article 18.1(4)(c).
8. The Parties note the need to fully take into account the purpose, goals and principles enshrined in the Agenda 21 on Environment and Development, adopted at the UN Conference on Environment and Development, held in Rio de Janeiro, on 3 to 14 June 1992, and the Rio Declaration on Environment and Development of 1992, referred to in Article 18.1(2) of this Agreement. In addition, the Parties also reiterate the fundamental priority of safeguarding food security and ending hunger, and the particular vulnerabilities of food production systems to the adverse impacts of climate change, as highlighted in the Paris Agreement.
9. They recall that, pursuant to Principle 12 of the Rio Declaration on Environment and Development of 1992,

"trade policy measures for environmental purposes should not constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on international trade. Unilateral actions to deal with environmental challenges outside the jurisdiction of the importing country should be avoided. Environmental measures addressing transboundary or global environmental problems should, as far as possible, be based on an international consensus".

10. They further recall that, pursuant to Principle 2 of the Rio Declaration on Environment and Development of 1992, States have, in accordance with the Charter of the United Nations, signed on 26 June 1945, in San Francisco, at the conclusion of the United Nations Conference on International Organization and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental and developmental policies, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction.
11. In light of the foregoing, the Parties reaffirm their commitment to entrust the Subcommittee on trade and sustainable development, referred to in Article 18.14, (hereinafter referred to as “the TSD Subcommittee”) with the tasks of, among others, facilitating, discussing and monitoring the effective implementation of Chapter 18 and seeking to avoid trade obstacles in areas under its mandate, without prejudice to other mechanisms established under this Agreement. Consultation and cooperation in the TSD Subcommittee includes, but is not limited to, exchange of views on the implementation of the instruments and related processes listed below, as long as the Parties are parties to them:
  - (a) the 2030 Agenda and the Sustainable Development Goals;
  - (b) the UNFCCC and the Paris Agreement, established thereunder;
  - (c) the CBD, its Protocols, and the Kunming-Montreal Global Biodiversity Framework, adopted under the CBD in Montreal on 19 December 2022 (hereinafter referred to as “GBF”);
  - (d) the Montreal Protocol on Substances That Deplete the Ozone Layer done at Montreal on 16 September 1987, and its Kigali Amendment done at Kigali on 15 October 2016;



- (e) the United Nations Convention to Combat Desertification done at Paris on 17 June 1994;
- (f) the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal done at Basel on 22 March 1989, the Rotterdam Convention on the prior informed consent procedure for certain hazardous chemicals and pesticides in international trade done at Rotterdam on 10 September 1998, the Stockholm Convention on persistent organic pollutants done at Stockholm on 22 May 2001, and the Minamata Convention on Mercury done at Kumamoto on 10 October 2013;
- (g) the Convention on Migratory Species done at Bonn on 23 June 1979;
- (h) the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES);
- (i) the Ramsar Convention on Wetlands done at Ramsar on 2 February 1971;
- (j) the United Nations Declaration on the Rights of Indigenous Peoples adopted by the General Assembly on 13 September 2007; and
- (k) the ILO Conventions and Protocols.

12. With regard to the CBD, the Parties recognise the importance of the following elements to support its effective implementation:

- (a) the implementation of the three objectives of the CBD - conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilization of genetic resources – in a balanced manner;

- (b) the implementation of the GBF;
  - (c) the implementation, revision or update, and communication of national biodiversity strategies and action plans, including national targets, in accordance with Article 6 of the CBD; and
  - (d) the provision of adequate means of implementation, including financial resources, access to and transfer of technology, technical and scientific cooperation, exchange of information and distribution of benefits from biotechnology, recognising the specific challenges faced by Signatory MERCOSUR States, in line with the provisions of the CBD.
13. In reiterating their full commitment to the UNFCCC and to effectively implementing the Paris Agreement, the Parties agree to undertake and enhance actions to support their objectives and goals, including by taking into account global stocktakes of the Paris Agreement, considering mitigation, adaptation and the means of implementation and support, and in light of equity and the best available science. The Parties recall and reiterate all their respective commitments under the climate multilateral regime, including, but not restricted to the following:
- (a) regarding nationally determined contributions (hereinafter referred to as “NDCs”) and mitigation: to prepare, communicate and maintain successive NDCs and pursue domestic mitigation measures, with the aim of achieving the objectives of such contributions; that successive NDCs will represent a progression over time and reflect the highest possible ambition, reflecting equity and the principle of common but differentiated responsibilities and respective capabilities, in the light of different national circumstances;

- (b) regarding adaptation: to engage in adaptation planning processes and the implementation of actions, including the development or enhancement of relevant plans, policies or contributions; and
  - (c) regarding finance flows and means of implementation: to take action aiming at making finance flows consistent with a pathway towards low greenhouse gas emissions and climate-resilient development; to provide support to developing country parties to the Paris Agreement for the implementation of climate action, including financial resources, technology transfer and capacity building, in accordance with Articles 9, 10 and 11 of the Paris Agreement, recognising that enhanced support for developing country parties to the Paris Agreement will allow for higher ambition in their actions.
14. The Parties agree to actively cooperate, both in negotiations within the regime and in its implementation, towards fostering joint climate action.
15. Each Party reaffirms its relevant international commitments and shall implement measures, in accordance with its respective internal laws and regulations, to prevent further deforestation and enhance efforts to stabilize or increase forest cover from 2030. In this context, the Parties should not weaken the levels of protection afforded in their environmental law.
16. The Parties further acknowledge that their policies must take into account the social and economic challenges of developing countries and their contribution to global food security.
17. The Parties also stress the need for enhanced support and investment to achieve these objectives, including through financial resources, technology transfer, capacity-building, and other mechanisms foreseen in this Agreement.

18. The Parties will step up efforts to increase substantially the share of renewable energy in the global energy mix and enhance cooperation to facilitate access to clean energy research and technology, including renewable energy, energy efficiency and advanced and cleaner fossil-fuel technology, and promote investment in energy infrastructure and clean energy technology.
19. The Parties also agree to use the TSD Subcommittee to cooperate and exchange information regarding the implementation of the WTO Agreement on Fisheries Subsidies, adopted at the 12th WTO Ministerial Conference on 17 June 2022, once it has entered into force.
20. While recognising the privileged space for consultation and cooperation provided by the TSD Subcommittee, the Parties stress that this Agreement does not modify in any manner the nature or scope of the commitments adopted under the relevant international agreements referred to in Chapter 18 of this Agreement as well as the mechanisms for implementation agreed under those agreements. The design and functioning of those agreements, in particular the nature of the commitments adopted therein as well as the compliance mechanisms thereof, when existing, reflect balances achieved in the framework of those agreements which are not altered nor conditioned in any way by the references to these commitments in this Agreement.

A.3. Bi-regional trade and investment relations: harnessing this Agreement's potential  
to spur true sustainable development that works for all

21. The Parties understand that integration of sustainable development in the Parties' trade and investment relationship, referred to in Article 18.1(1), must deliver, among others, tangible economic benefits for producers of goods and providers of services that incorporate sustainability in their activities, in particular the most vulnerable, including women, smallholder farmers, indigenous peoples and local communities.

22. The benefits referred to in paragraph 21 can be achieved through, among others, initiatives that encourage trade of products obtained or produced sustainably and in accordance with the Parties' law, and projects that foster interregional supply chains to promote the positive contribution of trade to a pathway towards low greenhouse gas emissions and climate-resilient development and to increase the ability to adapt to the adverse effects of climate change in a manner that does not threaten food production, as referred to in Article 18.6(2)(b).
23. The Parties are committed to the protection of labour rights and recognise the role of the ILO as the key multilateral organisation in this field.
24. Recalling Article 18.4(4) of this Agreement, each Party shall make continued and sustained efforts towards ratifying the fundamental ILO Conventions, Protocols and other relevant ILO Conventions to which it is not yet a party and that are classified as up-to-date by the ILO, while respecting the sovereign right of a Party to enter into additional international obligations. In accordance with Article 18.4(3) of this Agreement, each Party shall respect, promote and effectively implement the internationally recognised core labour standards, as defined in the fundamental ILO Conventions.
25. In implementation of these commitments, the Parties intend to place a specific focus on the eradication of child labour as well as on freedom of association and the effective recognition of the right to collective bargaining. The Parties understand that the commitment to the effective implementation entails that each Party adopts relevant laws and regulations, and exercises its jurisdiction and control by establishing a system for ensuring compliance with the requirements of the internationally recognised core labour standards, as defined in the fundamental ILO Conventions.

26. Furthermore, in line with the commitment to promote decent work in Article 18.4(8) of this Agreement and the ILO Declaration on Social Justice for a Fair Globalization, the Parties underline the principle of social dialogue, which is a guiding principle of the ILO, and understand that the ratification of fundamental and other relevant ILO Conventions should be carried out in a manner consistent with this principle.

#### Making this Agreement work for producers of sustainable goods

27. Recognising the fundamental role that millions of inhabitants of regions distant from urban centres, such as forests, natural grasslands, wetlands and other natural ecosystems play in achieving sustainable development, the Parties will collaborate in providing increased market access opportunities for products obtained sustainably and in accordance with the law of each Party, from smallholders, cooperatives, indigenous peoples and local communities and to develop mechanisms to support these populations in obtaining and maintaining sustainable sources of income, while respecting collective land rights of indigenous peoples and local communities, in accordance with the law and relevant international commitments of each Party.
28. The Parties agree to discuss specific measures and initiatives to attain this goal within the framework of the TSD Subcommittee or other body established under this Agreement, as appropriate. Among others, such measures and initiatives include identification of market access opportunities required to spur exports of products sustainably obtained or produced, and measures and initiatives to expedite and facilitate trade between the Parties.

#### Promoting sustainable interregional value chains for energy transition

29. Pursuant to Article 18.6(2)(b), the Parties shall seek to harness the significant potential for interregional partnerships in energy transition projects, given their many complementarities regarding the inputs, expertise and technologies required to develop solutions in areas such as sustainable mobility and other areas identified by the Parties.

30. In this sense, the Parties recognise that building interregional value chains that are responsible, sustainable, transparent, unimpeded and resilient is one of the key aspects to meeting the objectives related to achieving a fair and just energy transition that contributes to the social, economic and environmental development of both regions. Through an effective and balanced participation in these chains, both regions will be in a better position to preserve their competitiveness in the global market, maintain a high level of employment with the creation of quality jobs, reinforce their productive and innovation capacity, improve the existing industrial base and support their transformation.
31. With a view to creating jobs and fostering synergies between the levels of technological development and the natural resources existing in MERCOSUR and in the European Union, the Parties will collaborate in designing initiatives that boost sustainable and resilient interregional value chains. Such value chains should favour investment and industrial development in raw material-producing countries, with a view to increasing the value added locally and promoting job creation. Among others, the Parties will prioritize consideration of the joint development of sustainable interregional markets and value chains in strategic sectors consistent with each Party's relevant laws and regulations; such sectors may include:
- (a) responsible mining, beneficiation and transformation of metals and minerals which are critical for the energy transition;
  - (b) energy sources which play a crucial role in the energy transition, including liquified natural gas and renewable energy; this is most notably relevant for renewable and low-emission electricity generation as well as for those industrial sectors where greenhouse gas emissions reduction is challenging;
  - (c) sustainable mobility and associated value chains, including lithium-ion batteries, battery recycling as well as recharging infrastructure, electromobility and electric automobile industrial production;

- (d) sustainable biofuels, including ethanol and biodiesel, sustainable aviation fuel (SAF) and renewable fuels of non-biological origin;
- (e) hydrogen and its derivatives, to significantly contribute to the Sustainable Development Goals.

32. To attain the goals set out in paragraph 31, the Parties agree on the importance of implementing policy instruments to accelerate the development of capabilities, particularly in developing countries, to enable them to effectively participate in value chains focused on strategic manufacturing industries for the energy transition, which require large investments, state-of-the-art technology and a specialized workforce, as well as specific policies designed to promote inclusion of women. In this sense, taking into account the asymmetries between both regions, and without prejudice to the rights of the European Union, Signatory MERCOSUR States may adopt promotion measures aimed at the development and growth of strategic manufacturing industries for sustainable transition, in line with the 2030 Agenda and its Sustainable Development Goals. Such measures shall be consistent with this agreement and the WTO Agreements.

33. In addition, the Parties will collaborate regarding the aforementioned sectors including in the following aspects:

- (a) facilitation and promotion of investments that foster local addition of value in production chains in raw material-producing countries;
- (b) provision of technical and other support for projects that contribute to the creation of interregional value chains, development of technology and knowledge, enabling the building of capabilities in Signatory MERCOSUR States.



34. Finally, the Parties commit to collaborate in fostering interregional value chains in areas that offer an indirect contribution to the energy transition, such as the production of goods and services for healthcare, the development of the digital economy, including knowledge-based services, as well as sustainable food production.

A.4. National or regional trade-related policies and measures:

acknowledging the variety of effective approaches to attain sustainable development

35. The Parties reaffirm their respective commitments adopted under this Agreement and the relevant international regimes mentioned in Chapter 18 related to the conservation, protection and sustainable management of forests and other terrestrial ecosystems, and to sustainable land use in accordance with their respective laws and regulations. They also reaffirm their commitment to encourage trade in products from sustainably managed forests harvested in accordance with the law of the country of harvest, to combat illegal logging and related trade.
36. The Parties furthermore recognise the role of traditional and indigenous knowledge as well as the role of local actors as key protagonists in sustainable land use and protecting, conserving, and sustainably using forests and biodiversity. They recall the importance of supporting indigenous peoples and local communities in sustainably managing forests and acknowledge that policies aimed at curbing deforestation must take into account the social and economic challenges and rights of local communities in accordance with each Party's laws and regulations and its relevant international commitments.
37. The Parties are determined to reiterate and step up the efforts to end illicit threats to nature and the environment, including illegal logging and fire and illegal wildlife trade, illegal mining and other harmful activities such as illegal, unreported and unregulated (IUU) fishing and illegal traffic of waste which threaten the environment.

38. The Parties note the importance of strengthening the conservation, restoration, sustainable use and management of all types of ecosystems and enhancing the social, economic and environmental benefits of biodiversity for people, especially those in vulnerable situations and those most dependent on biodiversity, including through sustainable biodiversity-based activities, products and services that enhance biodiversity. The Parties will cooperate to promote sustainable consumption and production patterns, in order to progressively reduce negative impacts on biodiversity and increase positive impacts. They also express their resolve to take effective measures to ensure fair and equitable sharing of benefits arising out of the utilization of genetic resources and from digital sequence information on genetic resources, consistent with each Party's international commitments.
39. In order to harness the potential of trade for the benefit of ecosystems, the Parties will establish within a year of the entry into force of this Agreement a list of products from Signatory MERCOSUR States which contribute to the conservation, restoration, sustainable use and management of forests and vulnerable ecosystems. Products in this list, which shall be periodically reviewed every three years, should be granted preferential or additional market access, or other incentives by the European Union to promote their trade, such as technical assistance or capacity building.
40. Additionally, the Parties should put in place actions and measures to enhance trade in goods contributing to enhanced social conditions and environmentally sound practices, such as goods and services contributing to a resource-efficient, low-carbon economy, or goods that are the subject of sustainability assurance schemes and mechanisms. Such actions, to be periodically reviewed by the Parties every three years, may include measures to enhance market access, technical assistance, capacity building and trade facilitation, as appropriate.
41. The Parties' commitment to enhanced cooperation and understanding of their respective labour and environmental trade-related policies and measures, referred to in point (c) of Article 18.1(4), implies, among others, acknowledging that policies, measures and solutions to tackle the challenge of sustainable development may vary across countries and regions.

#### A.5. Trade and women's economic empowerment

42. The Parties recognise that inclusive trade policies contribute to advancing women's economic empowerment. The Parties acknowledge the important contribution by women to economic growth through their participation in economic activity, including international trade. Accordingly, the Parties intend to implement the provisions of this Agreement in a manner that promotes equal opportunities and treatment for women and men and that incorporates this perspective in trade and investment policies.
43. Each Party shall strive to ensure that its relevant law and policies provide for, and promote, equal rights, treatment and opportunities for women and men. Each Party shall strive to improve such law and policies, without prejudice to the right of each Party to establish its own scope and levels of protection for equal opportunities for women and men. Such law and policies shall be consistent with each Party's commitments to relevant international agreements, including the Convention on the Elimination of all Forms of Discrimination Against Women, adopted by the UN General Assembly on 18 December 1979, which each Party shall effectively implement.
44. The Parties acknowledge that changes in trade flows may have a differential effect on the employment opportunities and participation of men and women, on their income and their well-being. Taking into account the ILO Centenary Declaration for the Future of Work, adopted in Geneva on 21 June 2019, the Parties also acknowledge the importance of an equal sharing of responsibilities among family members and of investment in the care economy in order for women to take advantage of trade-related economic opportunities and entrepreneurial activities, especially women in vulnerable situations.

45. The Parties intend to work together to strengthen their cooperation on trade-related aspects of matters covered by this section. The cooperation activities shall aim to improve the capacity and conditions for women workers, businesswomen and entrepreneurs, including women's access to participation, leadership and education in fields in which they are underrepresented, as well as to make efforts to support sectorial policies that enable the insertion of women in dynamic and higher productivity sectors, including by promoting foreign direct investment flows that expand job opportunities for women in the labour market, especially in those sectors that are male-dominated. Such cooperation may cover, among others, exchange of information and best practices related to data collection that allows to identify, design, implement and review trade policies aimed at lifting obstacles faced by women in international trade.

## PART B

### COOPERATION

#### B.1. Contributing to the reduction of inequalities within and among countries

46. The Parties undertake to cooperate in guaranteeing that the gradual establishment of the MERCOSUR-EU free-trade area will contribute not only to increasing overall income and prosperity, but also to the reduction of inequalities, in line with Sustainable Development Goal 10. Concurrently, in the promotion of a transition to low-emission and climate resilient economies, the Parties recall their respective commitments to work towards a just transition and to provide and mobilise the necessary funds to this end.

## B.2. Promoting the objectives of Chapter 18 on trade and sustainable development

47. In order to achieve the objectives of Chapter 18 of this Agreement, the Parties highlight the importance of interregional cooperation including in the following areas:
- (a) the implementation of multilateral commitments in the areas of climate change, biodiversity and the environment, and of ILO labour standards;
  - (b) support for the role of indigenous peoples and local communities in the promotion of sustainable development;
  - (c) improving traceability in value chains;
  - (d) unlocking the potential of a sustainable and inclusive bioeconomy, including biodiversity-based products and services that enhance biodiversity;
  - (e) the use of transparent, comparable, measurable, inclusive, science-based and context-specific criteria and methodologies to assess the sustainability of the bioeconomy throughout value chains;
  - (f) sustainable biofuels, including ethanol and biodiesel, sustainable aviation fuel (SAF) and renewable fuels of non-biological origin; and
  - (g) production and facilitation of trade of sustainably-produced goods and services, including low-carbon goods.

48. The Parties express support for scaling up finance from developed to developing countries, as well as from other sources, for protecting, conserving, sustainably using and restoring all ecosystems, according to domestic circumstances and policies. They also acknowledge the importance, for Signatory MERCOSUR States, of the European Union's support and appropriate means to support national policies and international commitments regarding climate change mitigation, adaptation, and its co-benefits, loss and damage objectives and to address biodiversity loss, forest conservation and restoration, in accordance with the laws and regulations as well as the applicable international commitments of each Signatory MERCOSUR State. They also acknowledge the importance of providing and mobilising the technical and financial support needed to enhance the adaptive capacity and resilience of food production and reduce the vulnerability of farmers and other vulnerable groups, especially small-scale farmers, women and youth, in relation to climate change.
49. Recalling the objective of Chapter 18 to enhance the integration of sustainable development in the Parties' trade and investment relationship, the Parties commit to supporting the review of existing financing instruments, to ensure an adequate financing for forest conservation, reforestation, restoration and the reduction of deforestation, and natural grassland conversion, and to work together to ensure these instruments are appropriately financed from domestic and international sources, where applicable, according to each Party's law. Additionally, the Parties support scaling up the mobilization of resources, including through results-based payments and other policy approaches, such as payment for ecosystem services.

50. The Parties emphasise that such cooperation should not only involve the public sector, but also businesses, academia and civil society, in line with their respective roles in promoting sustainable development.

### B.3. Sustainability measures affecting trade

51. Recalling their commitments under the WTO Agreements, the Parties agree to have a cooperative approach to address challenges associated with meeting the requirements associated with a Party's sustainability measures affecting trade, taking into account the different levels of development, capacities, priorities and national circumstances and legislation, as well as the specific challenges of landlocked developing countries. Among the aforementioned challenges, the Parties recognise the need to facilitate the implementation of actions to support compliance with the sustainability measures of a Party affecting trade, so that exports can benefit fully from the market access opportunities provided for by this Agreement. They also point to the Protocol on Cooperation, annexed to the Partnership Agreement, as a tool to attain this purpose and agree that support for Signatory MERCOSUR States should include provision of financial resources, capacity building programs, technical assistance and other joint initiatives to promote sustainable supply chains.

52. The Parties recall the provisions of Chapter 5, in particular Article 5.5. The Parties shall seek to identify and adopt measures and implement initiatives to expedite and facilitate trade between them in relevant products, as appropriate, such as mutual recognition or equivalence agreements and increasing mutual knowledge and understanding of existing practices and schemes.
53. When implementing sustainability measures that affect trade, consistent with its law, a Party shall give full consideration to scientific or technical information submitted by the other Party and should take into account the actions taken by that Party to implement the commitments under this Annex.
54. Where a Party's law provides for verification of compliance of an imported product with the relevant law of another Party, the Parties acknowledge that the authorities of a Party are best placed to assess compliance with the law of that Party. Hence, when a Party assesses compliance with the law of another Party, the former Party shall use the information provided by the latter Party.
55. With regard to the implementation of sustainability measures affecting trade and the placement on the market related to the protection of wooded ecosystems, and where the European Union's law so allows:
- (a) the European Union recognises that this Agreement and actions taken to implement commitments thereunder shall be favourably considered, among other criteria, in the risk classification of countries;
  - (b) documentation, licenses, information and data from certification schemes and traceability and monitoring systems officially recognised, registered or identified by Signatory MERCOSUR States shall be used as a source by the relevant authorities in the European Union for the purpose of verifying compliance of products covered by such measures with traceability requirements placed on the European Union market;



- (c) in case of a divergence between the documentation, licenses, information and data from certification schemes and traceability and monitoring systems officially recognised, registered or identified by Signatory MERCOSUR States, and the information being used by the relevant authorities in the European Union, the latter shall, upon request, promptly consider information and clarifications provided by Signatory MERCOSUR States; and
- (d) recognising that, in the context of their due diligence obligations, European Union operators and traders may make use of traceability, certification or other third party verified schemes, the European Union shall, upon request from relevant authorities of Signatory MERCOSUR States, provide support for transparent and independent assessments of traceability, certification or third-party verification schemes and their alignment with requirements and good practices.

56. Nothing under this section shall be understood or interpreted as a derogation, modification or incorporation of new definitions regarding the protection of wooded ecosystems under a Party's law.

## PART C

### FINAL PROVISIONS

57. This Annex shall form an integral part of Chapter 18.

58. In accordance with Article 1.5(1), the European Union shall be responsible for the fulfilment of the commitments in this Annex.

59. In accordance with Article 1.5(2), save where otherwise provided in this Annex, each of the Signatory MERCOSUR States shall be responsible for the fulfilment of the commitments in this Annex.
60. In accordance with Article 18.15(4), parties to a dispute under Chapter 18 for any matter arising under this Annex shall be as set out in Article 21.3.
61. In accordance with Article 18.15(5), no Party shall have recourse to dispute settlement under Chapter 21 for any matter arising under this Annex.
62. The adoption and implementation of the provisions under this Annex shall not be construed as an acknowledgment that market requirements of a Party are consistent with WTO rules and principles, and is without prejudice to a Party's rights under the WTO Agreements.

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## **RULES OF PROCEDURE FOR ARBITRATION**

### **I. COSTS**

1. The remuneration paid to the arbitrators shall include all remuneration and expenses due to their assistants. The Trade Committee shall agree on rules regarding the remuneration and expenses of arbitrators at its first meeting. If the Trade Committee has not established such rules, the remuneration and expenses of arbitrators shall be determined in accordance with WTO practice.

### **II. NOTIFICATIONS**

2. The parties and the arbitration panel shall deliver any request, notice, written submission or other document by e-mail or other electronic means that provides a record of the sending thereof. Unless proven otherwise, the notification shall be deemed to be delivered and received on the date of its sending. A copy of the documents shall also be provided by post or other means agreed by the parties, including a notification of the date of its sending.
3. Any request, notice, written submission or other document shall be sent as follows:
  - (a) from the arbitration panel to both parties at the same time;
  - (b) from a party to the arbitration panel, copied to the other party;

- (c) from a party to the other party, copied to the panel, as appropriate; or
  - (d) from the co-chair of the Trade Committee to the arbitrators pursuant to Rule 10(c), copied to the other co-chair and to the parties.
4. All notifications shall be addressed either to the *pro tempore* presidency of MERCOSUR, if MERCOSUR is a party, or to the relevant national coordinator if a Signatory MERCOSUR State is a party, and to the Directorate-General for Trade of the European Commission of the European Union, respectively. If the representatives of the parties have already been appointed, all notifications shall be also addressed to them.
  5. Minor errors of a clerical nature in any request, notice, written submission or other document related to the arbitration panel proceeding may be corrected by delivery of a new document clearly indicating the changes.
  6. The documents submitted by a party shall be duly signed in order to be considered officially submitted to the arbitration panel.
  7. If the last day for delivery of a document falls on a non-working day of the institutions of the European Union or of a Signatory MERCOSUR State, as applicable, the time period of the delivery of the document shall end on the first following working day.
  8. The chairperson of the arbitration panel shall be responsible for the internal and external communications of the arbitration panel, including notifications between the parties and the arbitration panel.

9. The chairperson of the arbitration panel shall be responsible for keeping the file of the proceedings. The chairperson shall provide to any of the parties, on its request, a copy of the file of the proceedings after the issuing of the arbitral award or ruling. The chairperson shall keep the original file during 5 (five) years after the date of issuing of the arbitral award or ruling. At the end of this period, the chairperson shall transmit the original file to the complaining party. The complaining party shall provide a copy of the file to the defending party on its request.

### III. COMMENCEMENT OF THE ARBITRATION

10. Regarding the selection of an arbitrator, the following apply:
  - (a) If, pursuant to Article 21.9 or to Rule 26 and Rules 28 to 31, any member of the arbitration panel is to be selected by lot, representatives of both parties shall be invited with due anticipation to be present when lots are drawn. In any case, the lot shall be carried out with any party present at the time. The co-chair of the Trade Committee of the complaining party shall promptly inform the co-chair of the defending party of the date, time and venue of the lot.
  - (b) If any of the sub-lists referred to in paragraph 21.8(3) is not established, the co-chair of the Trade Committee of the complaining party shall select by lot the arbitrator, no later than 5 (five) days after the date of delivery of the request referred to in Article 21.8(5), among those natural persons who have been formally proposed by one or both Parties for the establishment of that particular sub-list.
  - (c) The co-chair of the Trade Committee of the complaining party shall notify arbitrators regarding their appointment.

- (d) An arbitrator who has been appointed according to the procedure established in Article 21.9 shall confirm in writing her or his availability to serve as member of the arbitration panel to the co-chairs of the Trade Committee no later than 5 (five) days after the date of the receipt of the notification of her or his appointment. In the notification confirming her or his availability, the arbitrator shall also explicitly confirm that he or she complies and commits to comply with the provisions of set out in Annex 21-B.
- (e) Unless the parties agree otherwise, they shall meet the arbitration panel no later than 7 (seven) days after its establishment in order to determine the matters that the parties or the arbitration panel deem appropriate. Members of the arbitration panel and representatives of the parties may take part in this meeting via telephone or video conference. Before this meeting, the parties shall notify the arbitration panel of their appointed representatives, as well as the address, telephone numbers and e-mail addresses to which communications arising in the course of the proceeding shall be sent.

11. Regarding the terms of reference of the arbitration panel, the following apply:

- (a) Unless the parties agree otherwise no later than 5 (five) days after the date of the selection of the arbitrators, the terms of reference of the arbitration panel shall be:

"to examine, in the light of the provisions cited by the parties, the matter referred to in the request for establishment of the arbitration panel, to rule on the compatibility of the measure in question with the covered provisions or on whether the measure in question nullifies or substantially impairs any benefit accruing to the complaining party under the covered provisions in a manner adversely affecting trade between the parties, as the case may be, and to issue an arbitral award in accordance with Article 21.14."

- (b) The parties shall notify the agreed terms of reference to the arbitration panel no later than 3 (three) days after their agreement.

#### IV. INITIAL SUBMISSIONS

12. The complaining party shall deliver its initial written submission no later than 30 (thirty) days after the date of establishment of the arbitration panel. The defending party shall deliver its written counter-submission no later than 30 (thirty) days after the date of receipt of the initial written submission.
13. The initial submission shall state clearly the party's claim, including the identification of the measures at issue, the legal basis for the complaint and a summary of the relevant facts and circumstances.
14. The counter-submission shall state the facts and arguments of the defending party upon which its defense is based.

#### V. EVIDENCE

15. The initial submission and the counter-submission shall include any available supporting evidence, including any expert or technical opinion. Each party shall otherwise submit all factual evidence to the arbitration panel as early as possible and no later than 5 (five) days before the date of the first hearing, except with respect to evidence necessary for purposes of rebuttals, answers to questions, or comments to answers provided by the other party. Upon due justification, the arbitration panel may grant exceptions to this Rule. In such cases, the other party shall be accorded the opportunity to comment on the newly submitted evidence.
16. In all cases, each party shall be accorded the opportunity to comment on the evidence submitted by the other party.

17. All the evidence submitted by a party shall be kept in the files of the proceedings.
18. The arbitration panel may hear witnesses or experts only in the presence of both parties.

## VI. WORKING OF ARBITRATION PANELS

19. The chairperson of the arbitration panel shall preside all its meetings. An arbitration panel may delegate to the chairperson the authority to make administrative and procedural decisions. These decisions shall be notified to the other arbitrators and, if appropriate, to the parties.
20. The arbitration panel may carry out its activities by any means, including telephone, facsimile, computer links or video-conference.
21. Only arbitrators may take part in the deliberations of the arbitration panel, but the arbitration panel may permit the arbitrators' assistants to be present at its deliberations.
22. The drafting of any ruling shall remain the exclusive responsibility of the arbitration panel and shall not be delegated.
23. If a procedural question arises that is not covered by the provisions of Chapter 21 or this Annex, the arbitration panel, after consulting the parties, may adopt an appropriate procedure that is compatible with those provisions.
24. If the arbitration panel considers that there is a need to modify any time limit applicable in the proceedings or to make any other procedural or administrative adjustment, it shall inform the parties in writing of the reasons for the change or adjustment and of the period of time or adjustment needed. The arbitration panel may adopt such change or adjustment after consulting the parties. The time limits of Article 21.14 4 shall not be modified.



## VII. AMENDMENT OF THE LIST OF ARBITRATORS

25. The list of arbitrators may be amended at any time by initiative of any Party. Any Party can present new individuals by notifying the other Party of the proposed names. The Parties shall discuss the proposal no later than 1 (one) month after the receipt of the notification of the proposed names. The Trade Committee shall take the decision to amend the list no later than 6 (six) months after such notification.

## VIII. REPLACEMENT OF ARBITRATORS

26. If an arbitrator is unable to participate in the proceeding, withdraws or has to be replaced, a replacement shall be selected in accordance with Article 21.9 and Rule 10 of this Annex.
27. If a party considers that an arbitrator does not comply with the requirements of the Code of Conduct as set out in Annex 21-B and for this reason should be replaced, that party should notify the other party no later than 15 (fifteen) days after the date on which it obtained evidence of the circumstances underlying the arbitrator's material violation of the Code of Conduct as set out in Annex 21-B.
28. If a party to the dispute considers that an arbitrator other than the chairperson does not comply with the requirements of the Code of Conduct as set out in Annex 21-B, the parties shall consult and, if they so agree, replace the arbitrator and select a replacement following the procedure set out in Article 21.9 and Rule 10 of this Annex. If the parties fail to agree on the need to replace an arbitrator within 5 (five) days of the date of the notification referred to in Rule 27, any party may request that such matter be referred to the chairperson of the arbitration panel, whose decision shall be final.

29. In case an arbitrator other than the chairperson has to be replaced, and if the party concerned fails to select the replacement of an arbitrator, the chairperson shall select a new arbitrator by lot from the same sub-list as the arbitrator to be replaced in accordance with the procedure set out in Article 21.9(4). The selection of the new arbitrator shall be done no later than 5 (five) days after the date of the submission of the request to the chairperson.
30. If a party considers that the chairperson does not comply with the requirements of the Code of Conduct as set out in Annex 21-B, and for this reason should be replaced, that party should notify the other party no later than 15 (fifteen) days after the date on which it obtained evidence of the circumstances underlying the arbitrator's material violation of the Code of Conduct as set out in Annex 21-B. The parties shall consult and, if they so agree, replace the chairperson and select a replacement following the procedure set out in Article 21.9 and Rule 10 of this Annex.
31. If the parties fail to agree on the need to replace the chairperson within 5 (five) days of the date of the receipt of the notification referred to in Rule 30, a new chairperson shall, unless the parties agree otherwise, be selected by lot by the co-chair of the Trade Committee from the requesting party or that co-chair's designee from the sub-list referred to in point (c) of paragraph 21.8(3). The new chairperson shall be selected no later than 5 (five) days after the date of the delivery of the request to the co-chair of the Trade Committee from the requesting party to that effect.
32. The arbitration proceedings shall be suspended for the time period taken to carry out the procedures provided for in Rules 27, 28, 29, 30 and 31.

## IX. HEARINGS

33. The defending party shall be in charge of the logistical administration of dispute settlement hearings, unless otherwise agreed. The chairperson of the arbitration panel shall fix the date and time of the hearing in consultation with the parties and the other members of the arbitration panel, and shall confirm this in writing to the parties. This information shall also be made publicly available by the party in charge of the logistical administration of the hearing unless the hearing is closed to the public. Unless a party disagrees, the arbitration panel may decide not to convene a hearing.
34. Unless the parties agree otherwise, the hearing shall be held:
  - (a) if the defending party is the European Union, in Brussels, Belgium;
  - (b) if the defending party is MERCOSUR, in Asunción, Paraguay; and
  - (c) if the defending party is 1 (one) or more Signatory MERCOSUR States, in the place indicated by such States.
35. The arbitration panel may convene additional hearings if the parties so agree.
36. All arbitrators shall be present during the entirety of any hearing.
37. The following persons may attend the hearing, irrespective of whether the proceedings are open to the public or not:
  - (a) representatives of the parties;
  - (b) advisers to the parties;

- (c) administrative staff, interpreters, translators; and
- (d) arbitrators' assistants.

Only the representatives and advisers of the parties may address the arbitration panel.

- 38. No later than 5 (five) days before the date of a hearing, each party shall deliver to the arbitration panel a list of the names of persons who will make oral arguments or presentations at the hearing on behalf of that party and of those representatives or advisers who will be attending the hearing. A party may modify its list after that time limit, if duly justified.
- 39. The hearings of the arbitration panel shall be open to the public, unless the parties decide otherwise. The hearings of the arbitration panel shall be partially or completely closed to the public, if the submission or arguments of a party contain information which that party has designated as confidential.
- 40. The arbitration panel shall conduct the hearing in the following manner, ensuring that the complaining party and the defending party are afforded equal time:
  - (a) Argument:
    - (i) argument of the complaining party;
    - (ii) argument of the defending party.
  - (b) Rebuttal argument:

- (i) reply of the complaining party;
- (ii) counter-reply of the defending party.

- 41. The arbitration panel may direct questions to either party at any time during the hearing.
- 42. The arbitration panel shall arrange for a transcript or an audio recording of each hearing to be prepared and delivered as soon as possible to the parties. The parties may comment on the accuracy of the transcript and the arbitration panel may consider those comments.
- 43. Each party may deliver to the arbitration panel, with a copy to the other party, a supplementary written submission concerning any matter that arose during the hearing, no later than 10 (ten) days after the date of the hearing.

#### X. QUESTIONS IN WRITING

- 44. The arbitration panel may at any time during the proceedings address questions in writing to one or both parties and set a reasonable time limit for the submission of their responses. Each of the parties shall receive a copy of any questions put by the arbitration panel to the other party.
- 45. A party shall also provide to the other party a copy of its written reply to the arbitration panel's questions. Each party shall be given the opportunity to provide written comments on the other party's replies no later than 7 (seven) days after the date of receipt of such replies.

## XI. CONFIDENTIALITY

46. The parties and their advisers shall maintain the confidentiality of the arbitration panel hearings if the hearings are held in closed session, in accordance with Rule 39. Each party and its advisers shall treat as confidential any information submitted by the other party to the arbitration panel which that party has designated as confidential. If a party submits a confidential version of its written submissions to the arbitration panel, it shall also, on request of the other party, provide a non-confidential summary of the information contained in its submissions that could be disclosed to the public as soon as possible but no later than 30 (thirty) days after the date of either the request or the submission, whichever is later. Nothing in this Annex shall preclude a party from disclosing statements of its own positions to the public to the extent that, if making reference to information submitted by the other party, it does not disclose any information designated by the other party as confidential.

## XII. *EX PARTE* CONTACTS

47. The arbitration panel shall not meet or communicate with a party in the absence of the other party.
48. No member of the arbitration panel may discuss any aspect of the subject matter of the proceeding with the parties in the absence of the other arbitrators.

## XIII. INFORMATION AND TECHNICAL ADVICE

49. The arbitration panel shall notify the parties of its intention to request the opinion of experts or information from any relevant source. For greater certainty, the opinion or information obtained pursuant to this provision does not discharge the parties of their corresponding burden of proof.

50. The arbitration panel shall take into account the cost of any request for information or opinion of experts in order not to excessively increase the costs of the dispute settlement procedure.
51. The arbitration panel shall provide the parties with a copy of the information or the expert's opinion received and shall grant them a reasonable period of time to present their comments.

#### XIV. *AMICUS CURIAE* BRIEFS

52. Unless the parties agree otherwise within 5 (five) days of the date of the establishment of the arbitration panel, the arbitration panel may receive unsolicited written briefs from interested natural persons of a Party or juridical persons established in the territory of a Party and which are independent from the government of any of the Parties, if they are received by the arbitration panel no later than 10 (ten) days after the date of the establishment of the arbitration panel. These submissions are hereinafter referred to as "*amicus curiae* submissions".
53. *Amicus curiae* submissions shall:
  - (a) be concise and in no case longer than 22 500 (twenty-two thousand five hundred) characters typed, including spaces, footnotes, notes at the end of the text and any attachment;
  - (b) be directly relevant to the issue under consideration by the arbitration panel;
  - (c) contain a description of the person making the submission, whether natural or juridical, including its nationality or place of establishment, the nature of its activities and, in the case of a juridical person, information on its members, legal status and general objectives;

- (d) provide information on any source of financing;
- (e) specify the nature of the interest that the person has in the arbitration proceedings; and
- (f) be drafted in the language chosen by the parties or any of the WTO official languages in accordance with Rules 56, 57 and 58.

54. The arbitration panel shall list in its award all the submissions it has received that conform to Rules 52 and 53. The arbitration panel shall not be obliged to address in its award the arguments made in such submissions. The arbitration panel shall ensure that the parties have the opportunity to comment in writing on any *amicus curiae* submission before the date of the hearing. A party shall deliver any comments no later than 10 (ten) days after the receipt of the submission, and any such comments shall be taken into consideration by the arbitration panel.

#### XV. URGENT CASES

55. In cases of urgency referred to in Chapter 21, the arbitration panel, after consulting the parties, shall adjust the time periods referred to in this Annex as appropriate and shall notify the parties of such adjustments.

#### XVI. TRANSLATION AND INTERPRETATION

56. During the consultations referred to in Article 21.5, and no later than the meeting referred to in Rule 10(e), the parties shall endeavour to agree on a common working language for the proceedings before the arbitration panel.



57. If the parties are unable to agree on a common working language, each party may choose any of its official languages as its working language for the proceedings. However, if a party chooses a language that is not an official language of the WTO, it shall provide, at the time of filing, a translated version of all its written submissions into the language chosen by the other party and shall arrange for and bear the costs of interpretation of its oral submissions to and from the language chosen by the other party.
58. Arbitral awards and rulings shall be issued in the common working language chosen by the parties. If the parties are unable to agree on a common working language, the arbitral panel awards and arbitration panel rulings shall be issued in any of the official languages of the WTO chosen by the arbitration panel. Any costs incurred for the translation of an arbitral award or a ruling shall be borne equally by the parties.
59. Any party may provide, no later than 5 (five) days after its receipt, comments on the accuracy of the translation of any translated version of a document drawn up in accordance with this Annex.

## XVII. CALCULATION OF THE TIME PERIODS

60. Subject to Rule 2, if a party proves that it has received a document on a date other than the date on which this document is received by the other party, any period of time that is calculated on the basis of the date of receipt of that document shall be calculated from the last date of receipt of that document.

## XVIII. OTHER PROCEDURES

61. This Annex is also applicable to procedures established under Articles 21.18 to 21.21. Nonetheless, the time periods laid down in this Annex shall be adjusted in line with the special time periods provided for the adoption of a ruling by the arbitration panel in those other procedures.
62. If the original arbitration panel, or some of its members, is unable to reconvene for the procedures established under Articles 21.18, 21.19, 21.20 and 21.21, the procedures set out in Article 21.9 shall apply.

## XIX. ARBITRAL AWARDS

63. The arbitral award shall contain the following details, in addition to any other elements which the arbitration panel may consider appropriate for inclusion:
- (a) identification of the parties;
  - (b) the name of each of the members of the arbitration panel and the date of its establishment;
  - (c) the terms of reference of the arbitration panel, including a description of the measure at issue;
  - (d) the arguments of each of the parties;
  - (e) a description of the development of the arbitration procedure, including a summary of the actions taken;

- (f) a description of the factual elements of the dispute;
  - (g) the decision reached in relation to the dispute, indicating the factual and legal grounds;
  - (h) the date of issue; and
  - (i) the signature of all the members of the arbitration panel.
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CODE OF CONDUCT FOR MEMBERS OF ARBITRATION PANELS AND MEDIATORS

I. RESPONSIBILITIES TO THE PROCESS

1. Every candidate and arbitrator shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement mechanism is preserved. Former arbitrators shall comply with the obligations established in paragraphs 14, 15, 16 and 17 of this Annex.

II. DISCLOSURE OBLIGATIONS

2. Prior to the confirmation of her or his selection as an arbitrator under Article 21.9, a candidate shall disclose any interest, relationship or matter that is likely to affect her or his independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To that end, a candidate shall make all reasonable efforts to become aware of such interests, relationships and matters.
3. A candidate or arbitrator shall communicate matters concerning actual or potential violations of this Annex to the Trade Committee for consideration by the parties.

4. Once selected, an arbitrator shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in paragraph 3 and shall disclose them. The disclosure obligation is a continuing duty which requires an arbitrator to disclose such interests, relationships or matters that may arise during any stage of the proceeding. The arbitrator shall disclose such interests, relationships or matters by informing the Trade Committee, in writing, for consideration by the Parties.

### III. DUTIES OF ARBITRATORS

5. Upon confirmation of her or his selection, an arbitrator shall be available to perform and shall perform her or his duties thoroughly and expeditiously throughout the course of the proceedings, including any proceedings under Articles 21.18 to 21.21, and with fairness and diligence.
6. An arbitrator shall consider only those issues raised in the proceeding and necessary for a ruling and shall not delegate this duty to any other person.
7. An arbitrator shall take all appropriate steps to ensure that her or his assistant and staff are aware of and comply with the relevant provisions of this Annex, *mutatis mutandis*.
8. An arbitrator shall not engage in *ex parte* contacts concerning the proceeding.

#### IV. INDEPENDENCE AND IMPARTIALITY OF ARBITRATORS

9. An arbitrator shall be independent and impartial and avoid creating an appearance of impropriety or bias and shall not be influenced by self-interest, outside pressure, political considerations, public opinion, loyalty to a Party or fear of criticism. An arbitrator shall not take instructions from any organisation or government or be affiliated to a government, including governmental organisation, of a Party.
10. An arbitrator shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of her or his duties.
11. An arbitrator shall not use her or his position in the arbitration panel to advance any personal or private interests and shall avoid actions that may create the impression that others are in a special position to influence her or him.
12. An arbitrator shall not allow financial, business, professional, family or social relationships or responsibilities to influence her or his conduct or judgement.
13. An arbitrator shall avoid entering into any relationship or acquiring any financial interest that is likely to affect her or his impartiality or that might reasonably create an appearance of impropriety or bias.

## V. OBLIGATIONS OF FORMER MEMBERS

14. All former arbitrators shall avoid actions that may create the appearance that they were biased in carrying out their duties or derived advantage from the decision or ruling of the arbitration panel.

## VI. CONFIDENTIALITY

15. No arbitrator or former arbitrator shall at any time disclose or use any non-public information concerning a proceeding or acquired during a proceeding except for the purposes of that proceeding and shall not, in any case, disclose or use any such information to gain personal advantage or advantage for others or to adversely affect the interest of others.
16. An arbitrator shall not disclose an arbitral award or parts thereof prior to its publication in accordance with Article 21.14(12).
17. An arbitrator or former arbitrator shall not disclose the deliberations of an arbitration panel, or any member's views at any time.

## VII. EXPENSES

18. Each arbitrator shall keep a record and render a final account of her or his expenses, as well as the expenses of her or his assistant and staff.

## VIII. MEDIATORS

19. The disciplines described in this Annex as applying to arbitrators or former arbitrators shall apply, *mutatis mutandis*, to mediators and, if applicable, to former mediators.

## IX. EXPERTS

20. The following rules apply to the experts whose opinion is requested by the arbitration panel:
- (a) They shall disclose any interest, relationship or matter that could affect their independence or impartiality. Experts shall act in their own capacity and shall not accept or seek instructions from any government or organisation in delivering their opinion;
  - (b) They shall not engage in *ex parte* contacts in the course of the proceeding for which their opinion is requested;
  - (c) They shall not disclose or use any non-public information acquired during a proceeding for which their opinion is requested, except for the purposes of the proceeding, and shall not, in any case, disclose or use any such information to gain personal advantage or advantage for others or to adversely affect the interest of others;
  - (d) Unless otherwise agreed by the parties, they shall not disclose their opinion or parts thereof prior to the publication of the arbitral award; and
  - (e) They shall keep a record and render a final account of their expenses.



21. The opinions of experts presented to the arbitration panel shall be accompanied, or preceded, by a declaration by the expert confirming her or his commitment to abide by the obligations described in paragraph 20, as applicable.

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## MEDIATION

### ARTICLE 1

#### Objective

The objective of this Annex is to facilitate the finding of a mutually agreed solution through a comprehensive and expeditious procedure with the assistance of a mediator.

### ARTICLE 2

#### Provision of information

1. At the request of a Party, the other Party shall promptly provide information and respond to questions pertaining to any existing or proposed measure that materially affects the operation of this Agreement.
2. Information provided under this Article is without prejudice as to whether the measure is consistent with this Agreement.

## ARTICLE 3

### Initiation of the procedure

1. A Party may at any time request in writing to enter into a mediation procedure with respect to any measure by a Party adversely affecting trade between the Parties. The request shall be sufficiently detailed to present the concerns of the requesting party clearly and shall:

- (a) identify the specific measure at issue;
- (b) provide a statement of the alleged adverse effects that the requesting party believes the measure has, or will have, on trade between the parties; and
- (c) explain how the requesting party considers that those effects are linked to the measure.

2. The mediation procedure may only be initiated by mutual agreement of the parties. If a request is made pursuant to paragraph 1, the party to which the request is made shall give sympathetic consideration to the request and deliver its written acceptance or rejection to the requesting party no later than 10 (ten) days after its receipt. Otherwise, the request shall be regarded as rejected.

3. Consultations, including under Chapter 21, are not required before initiating the mediation procedure. A party should in principle, nevertheless, avail itself of the other relevant cooperation or consultation provisions provided for in this Agreement before initiating the mediation procedure.

## ARTICLE 4

### Selection of the mediator

1. The parties shall endeavour to agree on a mediator no later than 15 (fifteen) days after the delivery of the acceptance referred to in Article 3(2) of this Annex.
2. A mediator shall not be a national of either party, unless the parties agree otherwise.
3. If the parties are unable to agree on the mediator within the time frame laid down in paragraph 1, either party may request the co-chair of the Trade Committee from the requesting party, or the co-chair's designee, to select the mediator by lot from the sub-list established under Article 21.8(3)(c). Representatives of both parties shall be invited, with sufficient advance notice, to be present when the lots are drawn. In any event, the drawing of lots shall be carried out with the party or parties that are present.
4. The co-chair of the Trade Committee from the requesting party, or the co-chair's designee, shall select the mediator within 5 (five) days of the request made pursuant to Article 3(2) of this Annex.
5. Should the sub-list referred to in Article 21.8(3)(c) not be established at the time a request is made pursuant to paragraph 3, the mediator shall be drawn by lot from the individuals who have been formally proposed by one or both parties.
6. The mediator shall, in an impartial and transparent manner, assist the parties in bringing clarity to the measure and its possible trade effects, and in reaching a mutually agreed solution.
7. Annex 21-B applies to mediators, *mutatis mutandis*.

8. Rules 2 to 9 and 56 to 59 of the Rules of Procedure for Arbitration set out in Annex 21-A apply, *mutatis mutandis*.

## ARTICLE 5

### Rules of the mediation procedure

1. No later than 10 (ten) days after the appointment of the mediator, the party which invoked the mediation procedure shall deliver a detailed, written description of its concerns to the mediator and to the other party, in particular of the operation of the measure at issue and its trade effects. No later than 20 (twenty) days after the receipt of this description, the other party may deliver written comments on the description. Either party may include any information that it deems relevant in its description or comments.
2. The mediator may decide on the most appropriate way of bringing clarity to the measure concerned and its possible trade effects. In particular, the mediator may organise meetings between the parties, consult them jointly or individually, and provide any additional support requested by the parties. The mediator shall seek the assistance of, or consult with, relevant experts and stakeholders upon agreement of the parties.
3. The mediator shall not advise or comment on the consistency of the measure at issue with this Agreement. The mediator may offer advice and propose a solution for the consideration of the parties. The parties may accept or reject the proposed solution, or agree on a different solution.
4. The mediation procedure shall take place in the territory of the party to which the request was addressed, or by mutual agreement of the parties, in any other location or by any other means.

5. The parties shall endeavour to reach a mutually agreed solution no later than 60 (sixty) days after the appointment of the mediator. Pending a final agreement, the parties may consider possible interim solutions, particularly if the measure relates to perishable goods or other goods or services that rapidly lose their quality.
6. The solution may be adopted by means of a decision of the Trade Committee. The conclusion of the mutually agreed solution between the parties may be subject to the completion of any necessary internal procedures. Mutually agreed solutions shall be made publicly available without containing information that a party has designated as confidential.
7. On request of the parties, the mediator shall deliver a draft factual report to the parties, providing a brief summary of the measure at issue, the procedures followed and any mutually agreed solution reached, including possible interim solutions. The mediator shall allow the parties 15 (fifteen) days to comment on the draft report. After considering the comments of the parties received within that period, the mediator shall, within 15(fifteen) days, deliver a final factual report to the parties. The factual report shall not include any interpretation of this Agreement.
8. The procedure shall be terminated:
- (a) by the adoption of a mutually agreed solution by the parties, on the date of the adoption thereof;
  - (b) by mutual agreement of the parties at any stage of the procedure, on the date of that agreement;
  - (c) by a written declaration of the mediator, after consultation with the parties, that further efforts at mediation would be to no avail, on the date of that declaration; or

- (d) by a written declaration of a party after exploring any possible mutually agreed solutions under the mediation procedure and after having considered any advice and proposed solutions by the mediator, on the date of that declaration.

## ARTICLE 6

### Implementation of a mutually agreed solution

1. If the parties reached agreement on a solution, each party shall take the measures it considers necessary to implement the mutually agreed solution within the agreed timeframe.
2. The implementing party shall notify the other party, in writing, of any steps or measures taken to implement the mutually agreed solution.

## ARTICLE 7

### Confidentiality

Unless the parties agree otherwise, and without prejudice to Article 5(6), all steps of the procedure, including any advice or proposed solution, are confidential. However, any party may disclose to the public the fact that mediation is taking place.

## ARTICLE 8

### Relationship to dispute settlement procedures

1. The mediation procedure is without prejudice to the Parties' rights and obligations under dispute settlement procedures of this Agreement, or any other agreement.
2. A party shall not rely on, or introduce as evidence, in other dispute settlement procedures of this Agreement, or any other agreement, nor shall a panel take into consideration:
  - (a) positions taken by the other party in the course of the mediation procedure or information gathered under Article 5;
  - (b) the fact that the other party has indicated its willingness to accept a solution to the measure subject to mediation; or
  - (c) advice given or proposals made by the mediator.
3. A mediator shall not serve as a member of a panel in a dispute settlement proceeding under this Agreement or under the WTO Agreement, or any other agreement to which the Parties are party, involving the same matter for which he or she has been a mediator.

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