

Free Trade Agreement between Hong Kong, China and Chile

Joint Record of the First meeting of the Free Trade Commission

5-6 September 2019, Hong Kong

Summary

The Free Trade Commission (the Commission) established pursuant to the Free Trade Agreement between Hong Kong, China and Chile (the Agreement) held its first meeting on 5-6 September 2019 in Hong Kong. The Commission meeting was preceded by meetings of the sub-committees on Sanitary and Phytosanitary Measures (SPS) and Technical Barriers to Trade (TBT). Legal experts of the two sides also met alongside the Commission meeting to finalize the rules of procedure (RoP) of arbitral panel under the Dispute Settlement Chapter.

2. Ms Salina Yan, Director-General of Trade and Industry, led the Hong Kong, China (HKC) delegation and Mr Felipe Lopeandia, Director General of Bilateral Economic Relations, Undersecretariat of International Economic Relations of the Ministry of Foreign Affairs of Chile, led the Chilean delegation. The delegation lists are set out in **Appendix A** to this record.

3. Key outcomes of the meeting include:

- (a) the Commission adopted **Decision N°1**, establishing the Rules and Procedures of the Commission as well as the Rules of Procedure of Arbitral Panel under the Dispute Settlement Chapter;
- (b) the Commission reviewed the implementation of individual chapters of the Agreement. In overall terms, the Commission was very glad and content that the FTA has been implemented very smoothly so far;

- (c) the Commission took note of the reports from the functional sub-committees on Sanitary and Phytosanitary Measures (SPS) and Technical Barriers to Trade (TBT). The two sub-committees successfully determined their respective terms of reference and exchanged useful information on the internal organization on the implementation of SPS and TBT issues of the two sides;
- (d) the Commission noted the entry into force of the Investment Agreement between Hong Kong and Chile on 14 July 2019 which gives additional assurance to investors, facilitates investment flows between the two sides, and complements the FTA in strengthening the economic and trade ties between the two places;
- (e) the two sides discussed ways to further enhance the implementation and developments of the FTA. These include, for example,
- with respect to Chile's proposal to update the Schedule of Services Commitments of the two sides, HKC will actively consider with a view to giving a response to Chile before the end of the year after completing internal consultations.
 - to explore whether the rules of origin mechanism under the FTA may be further enhanced taking into account the advancement of digital technologies (e.g. allowing electronic certificates of origin).
 - to encourage competent authorities and contact points of individual chapters (e.g. Government Procurement) to exchange and explore areas for further collaboration.
 - to keep in view developments in the area of digital economies and related trade agreements, and the possibility of enhancing the FTA in light of these developments.
- (f) Administratively, the two sides exchanged and updated contact points for various Chapters; and discussed the issues of notifying

WTO Committee on Regional Trade Agreements (CRTA) on the entry into force of the Investment Agreement and submission of implementation report for the FTA.

4. Details of the meeting are in the ensuing paragraphs.

Agenda Item 1: Adoption of Agenda

5. The Commission adopted the agenda as enclosed in **Appendix B**.

Agenda Item 2: Overview of trade relationship and regional economic integration

6. HKC and Chile provided an update of their recent economic situation, exchanged information on the bilateral trade relationship, and respective regional economic integration initiatives.
7. Both sides shared that their economy and export trade had faced downward pressure amid weaker performance of the global economy and rising protectionism and uncertainties in the global trade environment. On bilateral trade front, both sides welcomed the smooth implementation of the Agreement and noted that their bilateral merchandise trade had been growing since the Agreement entered into force in 2014¹. Both sides recognized each other as a valuable trading partner and concurred that the first Commission meeting had provided an opportune time to discuss how the two sides could work closely with a view to deepening bilateral trade and investment ties under the framework of the Agreement.
8. HKC highlighted its continued efforts to expand its FTA network and provided an overview of its external economic relations including the latest development of the Mainland and Hong Kong Closer Economic Partnership

¹ According to statistics of HKC, from 2014 (i.e. the year the Agreement entered into force) to 2018, bilateral merchandise trade grew by almost 17% on average per year.

Arrangement, the FTA with the Association of Southeast Asian Nations, and the FTA with Australia. HKC also reiterated its interest in building a closer commercial relationship with the Pacific Alliance (PA) through forging an FTA, and looked forward to Chile's continued support in taking forward the FTA proposal with the PA and in launching the negotiations soonest possible.

9. Chile shared the latest development of its external relations, including the progress of its FTAs under negotiations and the "modernization" of its existing FTAs to take into account advances and developments of the trading and business models in the digital era.

Agenda Item 3: Adoption of the Rules of Procedures for the Commission

10. Pursuant to Article 16.2.4 of the Agreement, the Commission adopted Decision No. 1 of 6 September 2019 establishing its Rules of Procedures, as set forth in Annex I to this Decision. The text of the decision is contained in **Appendix C**.

Agenda Item 4: Review of the implementation of the Agreement

(a) Trade in Goods

11. The Commission noted that prior to the meeting, both sides had agreed that a meeting for the Committee on Trade in Goods was not necessary. Both sides were content with the smooth implementation of the Chapter. The two sides have duly fulfilled their tariff commitments as agreed under the Agreement, with 98% of Chile's tariff lines having become duty free for products originating from HKC since 2016 while HKC has bound the provision of tariff free access to all products originating from Chile.

12. Despite the growing bilateral merchandise trade between HKC and Chile since the entry into force of the Agreement, the two sides believed that there would be room to expand the bilateral trade further and in this regard, the two sides could ride on the FTA to explore further efforts.

(b) Rules of Origin

13. The two sides noted that so far the practical application and administration of the Rules of Origin system and the Product Specific Rules under the FTA have been smooth.

14. HKC learned from news about Chile's recent streamlining of documentary requirements for proof of origin claims under its FTAs including the acceptance of printed or photocopied version of proofs of origin (i.e. original certificate or declaration is no longer required) to support a claim for preferential duty treatment under a FTA. HKC invited Chile to elaborate more on the initiative and to confirm whether the arrangement was applicable to the FTA with HKC. Chile explained that the streamlining was intended to provide better trade facilitation, and would apply to any trading partners with which Chile has an FTA, including HKC.

15. Chile supplemented that they had introduced digital certificate to replace paper certificate of origin to support preferential tariff treatment in some of their FTAs. It suggested that Chile and HKC might explore, without imposing specific timeframe, this possibility under the FTA. HKC noted that going paperless had been a global trend, and agreed that the two sides might explore the possibility in a flexible and pragmatic approach without setting a deadline. The two sides would convey the proposal to the relevant authorities for consideration and kick-starting the discussion when ready.

(c) Customs Procedures and Cooperation

16. The Commission noted that the implementation of the Chapter has been smooth. HKC introduced its latest trade facilitation initiative on Trade Single Window which when fully implemented, would further enhance its already liberal and highly efficient customs procedures by allowing one-stop lodging of all 50-plus trade documents with the Government for trade declaration and customs clearance purpose. Chile also shared its efforts in implementing the WTO Trade Facilitation Agreement.

17. Chile needed to update their contact points under Chapter 5 (Customs Procedure and Cooperation) while no change was required on HKC's side. Chile undertook to provide HKC with a list containing updated contact points under various Chapters of the Agreement for preparation of a consolidated list. The consolidated contact list of the two sides as exchanged on 6 September 2019 is contained in **Appendix D**.

(d) Sanitary and Phytosanitary Measures (SPS)

18. The co-Chairpersons of the Sub-Committee on SPS reported the outcome of the first meeting of the Sub-Committee which had taken place preceding to the Commission meeting. The Commission was pleased to note the smooth implementation of the SPS Chapter. It noted that the Sub-Committee had had a useful exchange on information regarding the internal organization for the implementation of the Chapter. The Commission also took note of the work undertaken by the Sub-Committee including the development and adoption of the Terms of Reference and the updating and exchange of contact points and competent authorities. A copy of the Joint Record of the meeting is attached as **Appendix E** to this record.

(e) Technical Barriers to Trade (TBT)

19. The co-Chairpersons of the Sub-Committee on TBT reported the outcome of the first meeting of the Sub-Committee which had taken place preceding to the Commission meeting. The Commission was pleased to note the smooth implementation of the TBT Chapter. It noted that the Sub-Committee had had a useful exchange regarding the internal organization for the implementation of the Chapter. The Commission also took note of the work undertaken by the Sub-Committee including the development and adoption of the Terms of Reference and the updating of contact points for future exchange purpose. A copy of the Joint Record of the meeting is attached as **Appendix F** to this record.

(f) Trade Remedies

20. The Commission noted the smooth implementation of the Chapter. HKC affirmed that it was a non-user of anti-dumping (AD) actions, safeguards or countervailing measures and urged Chile to refrain from using trade remedy measures as far as possible. Chile informed that it had recently only one AD measure in place which was on Mainland China's forged steel balls for grinding, effective for one year from May 2019. Chile also launched safeguard investigations on certain dairy products last year, but decided not to impose any measures.

(g) Government Procurement

21. The Commission noted that implementation of the Chapter has been smooth and both sides had not made any request to review the coverage of the Chapter pursuant to Article 9.21. Chile suggested that this Chapter could be one of the possible areas where opportunities could be further promoted to enhance participation of businesses of the two sides in each other's public tender projects e.g. through increasing publicity and awareness of procurement opportunities and process of the two sides. In this regard, the Commission agreed that contact points of the two sides might explore with the relevant authorities to consider the matter.

(h) Establishment

22. The Commission noted that the Establishment Chapter of the Agreement was complemented by the Investment Agreement between HKC and Chile which entered into force since 14 July 2019 (the latter would be covered under agenda item 4(o)). On the relationship of the two instruments, the Commission noted that Article 3 of the Investment Agreement specified that provisions in the FTA shall not apply to the Investment Agreement; and in the event of any inconsistency, the FTA should prevail.

(i) Trade in Services

23. The Commission noted that prior to the meeting, both sides agreed that it was not necessary to conduct review pursuant to Article 11.7.6 (on disciplines on domestic regulations) and Article 11.9 (on disciplines on subsidies) of the Agreement since negotiations of respective articles of GATS were still on-going.

24. The Commission noted that pursuant to Article 11.10 of the FTA, three years after the entry into force of the FTA and in pursuit of the objectives and purposes of the Trade in Services Chapter, the Commission may review the Chapter, taking into account the developments and regulations on trade in services of the Parties as well as the progress made at the WTO and other specialized forums. In this relation, Chile made a presentation on its proposal for the two sides to improve their respective schedules of specific commitments under the Agreement, taking into account the commitments undertaken by the two sides with other economies in other FTAs. HKC noted the positive intention of the proposal but since it was a negotiation of new / improved services commitment, it had to examine the mandate and consult with its bureaux / departments internally. HKC undertook to provide a preliminary response to Chile by end of 2019.

25. Remarking that digitalisation has been transforming business models and trade, Chile took the opportunity to share their latest initiatives in negotiating agreements with other trading partners in the area of digital economy such as the CPTPP which has a chapter on e-commerce. Besides, Chile, Singapore and New Zealand launched in May 2019 trilateral talks on a Digital Economy Partnership Agreement (DEPA). While not currently proposing to HKC to negotiate a new Chapter under the FTA or a new agreement on digital economy, Chile suggested that it could be an area which the two sides might explore to modernize the FTA in the future. HKC concurred that digital trade had become the trend and echoed the importance for FTA to take into account new developments to remain update and relevant. The two sides agreed to keep in view developments in the area of digital

economies and related trade agreements, and the possibility of enhancing the FTA in light of these developments.

(j) Financial Services

26. The Commission noted the smooth implementation of the Chapter and a meeting for the Committee on Financial Services was not necessary as agreed by both sides prior to the meeting. There was no issue to raise.

(k) Competition

27. The Commission noted the smooth implementation of Chapter 13 (Competition) and took note of the exchange on both sides' regulatory regimes. HKC informed that its competition regime was backed by the Competition Ordinance which had come into full operation in December 2015, and relatedly, the Competition Commission was established with competence in investigations and enforcement. Chile informed that they had faced competition issues in some sectors such as farming products, toilet papers as well as poultry products. While its institutional framework was put in place, Chile would like to learn more from the experience of HKC and requested copy of the text of the Competition Ordinance for passing to their authority for reference. It also proposes to nominate a contact point for future exchange. HKC welcomed the idea of sharing the relevant information and was open to further exchange.

(l) Environment

28. The Commission noted that both sides would update the contact points pursuant to Article 14.4.1 of the Agreement and there was no other issue to raise.

(m) Transparency

29. The Commission noted that both sides would update the contact points pursuant to Article 15.4.3 and there was no other issue to raise.

(n) Dispute Settlement

30. Legal experts from both sides reported the successful outcome of their negotiations on establishing the Rules of Procedure for Arbitral Panels under Chapter 17 (Dispute Settlement) of the Agreement which was held on the preceding day. The Commission appreciated their dedicated efforts and pursuant to Article 17.13, adopted Decision No. 1 of 6 September 2019 establishing the Rules of Procedure for Arbitral Panels, as set forth in Annex II to this Decision.

(o) Final Provisions

31. The Commission welcomed the efforts of both sides to successfully conclude the negotiations on investment pursuant to Article 19.6 (Future Work Programmes) of the Agreement and noted that the Investment Agreement had come into force on 14 July 2019. As the Investment Agreement was an addition to the FTA, the meeting exchanged views and discussed about the possible need of notifying the WTO Committee on Regional Trade Agreements (CRTA) of its entry into force as a change to an already implemented FTA in accordance with paragraph 14 of the decision of the WTO General Council made on 14 December 2006 titled "*Transparency Mechanism for Regional Trade Agreements of 18 December 2006*".

32. Chile shared that all their FTAs contained a chapter on investment and their previous notifications to the CRTA covered the FTA as a whole. Chile then made reference to its recently upgraded FTA with Mainland China which contained a supplementary agreement on investment and in that case, notification to the CRTA was not made. Taking into consideration that there would be a rising trend of using supplementary agreements in FTAs, Chile

commented that it might not be necessary to notify the CRTA. HKC noted Chile's views.

Agenda Item 5: Other business

33. Both sides exchanged views and discussed about the possible need of submitting the implementation report of the Agreement to the CRTA. HKC was open to submitting the report. Chile shared its experience in its other FTAs. Having considered the current practice of other FTAs, the two sides would bear in mind and re-visit the issue in future having regard to relevant developments and / or considerations.

Agenda Item 5: Date and Venue of the next meeting

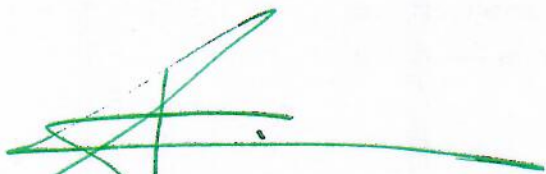
34. Both sides agreed to stay in close touch and to meet again whenever a Commission meeting was needed. Pursuant to Article 16.2.1 of the Agreement, Chile would be happy to host the next meeting in Chile.

Closing Remarks

35. HKC commended both the FTA and Investment Agreement which had demonstrated both sides' mutual commitment to free and open trade and investment. Chile appreciated that the Commission had had a good discussion to review the implementation of the Agreements and explore possible areas for enhanced implementation and future developments of the FTA. The discussions could form the basis for future work of the Commission. Both sides agreed to continue to work closely with a view to deepening both sides' trade and investment ties.

Adoption of Joint Record

Signed in Santiago / Hong Kong
on 23 FEBRUARY 2021 / 4 February 2021.



On behalf of
Undersecretariat of International
Economic Relations of the Ministry
of Foreign Affairs,
Chile



On behalf of
Trade and Industry Department
Hong Kong, China

List of Appendices

1. Appendix A: Delegation Lists
2. Appendix B: Agenda
3. Appendix C: Decisions adopted at the First Trade Commission Meeting
4. Appendix D: Contact Points
5. Appendix E: Joint Record of the First meeting of the Sub-Committee on Sanitary and Phytosanitary Measures (SPS)
6. Appendix F: Joint Record of the First meeting of the Sub-Committee on Technical Barriers to Trade (TBT)

Appendix A

Free Trade Agreement between Hong Kong, China and Chile

First meeting of the Free Trade Commission

Delegation Lists

HONG KONG, CHINA

Trade and Industry Department

Ms. Salina Yan (Lead)	Director-General of Trade and Industry
Ms. Ophelia Tsang	Deputy Director-General of Trade and Industry
Mr. Francis Ho	Assistant Director-General of Trade and Industry
Miss Sylvia Ng	Principal Trade Officer
Mr. Alex Li	Trade Officer
Miss Sofie Chow	Trade Officer
Miss Janette Ng	Assistant Trade Officer

CHILE

Ministry of Foreign Affairs

Mr. Felipe Lopeandia (Lead)	Director General of Bilateral Economic Relations
Mr. Fernando Catalán	Advisor, Regulatory Affairs Division
Ms. Tania Pierotic	Head of Division, Asia, Oceania and CPTPP Division
Ms. Ignacia Rojas	Legal Advisor, Asia, Oceania and CPTPP Division
Mr. Felipe Tagle	Legal advisor, International Law Division

First meeting of Free Trade Commission (FTC)
Free Trade Agreement between Hong Kong, China and Chile

5-6 September 2019

Hong Kong

Venue: Room 1827, 18/F
Trade and Industry Department
3 Concorde Road,
Kowloon City, Hong Kong

AGENDA

1. Adoption of the Agenda

2. Overview of trade relationship and regional economic integration

Heads of delegation to give opening remarks on bilateral trade relationship and respective regional economic integration initiatives.

3. Adoption of the Rules of Procedures for the FTC

In accordance with Article 16.2.4 of the Agreement, the FTC shall establish its Rules of Procedures, which will be adopted at the FTC meeting by mutual agreement. The FTC is invited to adopt the Rules of Procedures at Annex.

4. Review of the implementation of the Agreement

The two sides shall briefly review the implementation of the Chapters of the Agreement:

- (a) Trade in Goods.
- (b) Rules of Origin.
- (c) Customs Procedures and Cooperation.
- (d) Sanitary and Phytosanitary Measures (SPS).

(i) Pursuant to paragraph 6 of Article 6.10 of the Agreement, the terms of reference of the Subcommittee on SPS shall be determined in its first meeting. The Sub-Committee shall meet on 5th September 2019 in this regard and report related progress to the FTC.

(ii) Exchange of information regarding the internal organization for the implementation of the SPS Chapter of the Free Trade Agreement.

(e) Technical Barriers to Trade (TBT)

(i) Pursuant to paragraph 7 of Article 7.11, the terms of reference of the Sub-Committee on TBT shall be determined in its first meeting.

The Sub-Committee shall meet on 5th September 2019 in this regard and report related progress to the FTC.

(ii) Exchange of information regarding the internal organization for the implementation of the TBT Chapter of the Free Trade Agreement.

(f) Trade Remedies.

(g) Government Procurement.

(h) Establishment.

(i) Trade in Services.

Article 11.10 of the FTA stipulates that three years after the entry into force of the Agreement and in pursuit of the objectives and purposes of the Trade in Services Chapter, the Commission may review the Chapter, taking into account the developments and regulations on trade in services of the Parties as well as the progress made at the WTO and other specialized forums.

(j) Financial Services.

(k) Competition.

(l) Environment.

(m) Transparency.

(n) Dispute Settlement.

In accordance with Article 17.13 of the Agreement, the FTC shall adopt the Rules of Procedure which provide for the details of the rules and procedure of arbitral panels established under Chapter 17 (Dispute Settlement).

The Legal Experts shall start the discussion on September 5th on this regard, and report related progress to the FTC.

(o) Final Provisions

(i) To note the entry into force of the Investment Agreement between HK and Chile negotiated in accordance with paragraph 1 of Article 19.6 of the Agreement.

(ii) To consider the issue of notifying the WTO Committee on Regional Trade Agreements (CRTA) of the entry into force of the Investment Agreement.

5. **Other business**

To discuss the submission of implementation report of the HKC-Chile FTA to WTO CRTA.

6. **Date and Venue of the next meeting**

**FREE TRADE AGREEMENT
BETWEEN HONG KONG, CHINA AND CHILE**

**FREE TRADE COMMISSION
DECISION N°1**

*Rules and Procedures of the Free Trade Commission
Rules of Procedure for Arbitral Panels*

The Free Trade Commission of the Free Trade Agreement between Hong Kong, China and Chile (the "Agreement"), in accordance with Article 16.2.4 (Procedures of the Commission) and Article 17.13 (Rules of Procedure) of the Agreement,

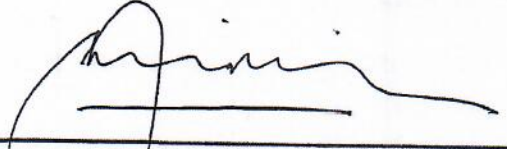
CONSIDERING

That the Free Trade Commission shall establish its rules and procedures, as well as adopt the Rules of Procedure for arbitral panels under Chapter 17 (Dispute Settlement) of the Agreement,

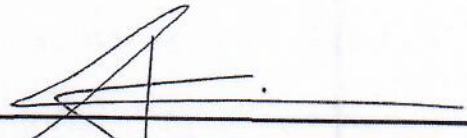
HAS DECIDED AS FOLLOWS:

1. To adopt the Rules and Procedures of the Free Trade Commission of the Free Trade Agreement between Hong Kong, China and Chile, as set forth in Annex I to this Decision.
2. To adopt the Rules of Procedure for Arbitral Panels under Chapter 17 (Dispute Settlement) of the Agreement, as set forth in Annex II to this Decision.
3. This Decision shall enter into force on this date.

DONE in duplicate at Hong Kong on this September 6th, 2019, in the English language.



SALINA YAN
Director General of Trade and Industry
Trade and Industry Department
of Hong Kong, China



FELIPE LOPEANDÍA W.
Director General of Bilateral Economic
Relations
Ministry of Foreign Affairs of Chile

**Rules and Procedures of the Free Trade Commission
of the Free Trade Agreement between Hong Kong, China and Chile**

**Article 1
Composition of the Free Trade Commission**

The Free Trade Commission (hereinafter referred to as “the Commission”) shall comprise the government officials of both Parties and shall be co-chaired by a representative/directorate officer of the Trade and Industry Department of Hong Kong, China and a representative/directorate officer of the Undersecretariat of International Economic Relations of Chile, or their respective successors.

**Article 2
Delegations**

1. The Parties shall determine the composition of their delegations for each of the meetings of the Commission.
2. Each Party shall inform the other Party the composition of its delegation at least 14 days before the date on which the meeting is to be held, unless the Parties agree on a different period.
3. Communications between the Parties shall be done through the office or official identified by the contact points of the Parties in accordance with Article 15.2 of the Agreement.

**Article 3
Meetings**

1. The Commission shall meet at such interval as the Parties may agree.
2. The Commission shall meet alternately in the Area of each Party, unless the Parties otherwise agree.
3. The Commission shall also meet in special session within 30 days from the date of receipt of the request of a Party or as otherwise mutually determined by the Parties, with such sessions to be held in the Area of the other Party or at such location as may be agreed by the Parties.
4. The meetings of the Commission may be held in person or by any other technological means, such as video-conference or teleconference.

5. Unless the Parties decide otherwise, the meetings of the Commission shall be held in closed session.

Article 4
Agenda and Information for the Meetings

1. For the meetings of the Commission, the host Party shall prepare a draft agenda on the basis of the suggestions made by the Parties.
2. The draft agenda shall be forwarded to the contact point of the other Party together with any relevant documents, no later than 14 days prior to the date of the meeting, unless the Parties agree on a different time period.
3. The agenda shall be adopted by the Commission at the beginning of each meeting.
4. Any issue other than those provided in the agenda may be included therein, if the Parties so agree.

Article 5
Decisions and Recommendations

1. In accordance with Article 16.2.3 of the Agreement, all decisions of the Commission shall be taken by mutual agreement.
2. The decisions and recommendations of the Commission shall be assigned a sequential numerical order, specifying the date of its adoption and shall be titled according to the issue being dealt with under the decision.
3. Each Party may publish the decisions and recommendations adopted by the Commission.
4. Except for Article 16.1.4(b) of the Agreement, when a matter is urgent and a meeting cannot be held, or under other special circumstances, the Commission may adopt its decisions or make its recommendations by written communication if so agreed by the Parties.

Article 6
Joint Record of Discussion

1. At the end of each meeting, the host Party of the meeting shall prepare a draft joint record of discussion reflecting all issues discussed during the meeting, and shall submit it for written approval by the other Party.
2. The joint record of discussion shall, as a general rule, include the following in respect of each item on the agenda:

- a) the documentation submitted to the Commission, unless the Party submitting the documents does not agree;
 - b) statements which a member of the Commission has asked to be entered into the joint record of discussion; and
 - c) the decisions taken by the Commission on specific items and the decisions taken shall be annexed to the joint record of discussion.
3. The joint record of discussion shall also include a list of members of the Commission or their representatives who took part in the meeting.
4. The joint record of discussion shall be approved before the end of each meeting and the Chair of each Party shall sign two copies. If due to time constraints, the Parties are unable to approve and sign the joint record of discussion by the end of the meeting, the host Party shall prepare a draft of the joint record of discussion and send it by electronic transmission to the other Party for its approval. Once the joint record of discussion is agreed, the host Party shall deliver to the other Party as expeditiously as possible two copies of the joint record of discussion, one of which shall be signed by the Chair of its delegation. Upon receipt of the copies, the Chair of the other Party shall sign both copies and keep one copy, while sending the other copy by courier to the host Party.

Article 7 Language

The official language of the Commission shall be the English language.

Article 8 Costs of the Meetings

Unless the Parties agree otherwise, the costs incurred in connection with the organization of each meeting of the Commission (excluding travel costs and per diem of the participants) shall be borne by the host Party or, if a meeting is held outside the Area of either Party, shared equally.

Article 9 Amendments

These rules and procedures may only be amended by a decision of the Commission.

Rules of Procedure for Arbitral Panels

Definitions

1. For the purposes of these Rules:

Agreement means the Free Trade Agreement between Hong Kong, China and Chile signed on 7 September 2012;

arbitral panel means an arbitral panel established under Article 17.5;

candidate means an individual who is under consideration for appointment as a panelist of an arbitral panel pursuant to Article 17.7;

Chapter 17 means Chapter 17 of the Agreement;

complaining Party means the Party that requests the establishment of an arbitral panel under Article 17.5;

expert means a person or body providing information or technical advice set forth in Article 17.8.5;

panelist means a panelist of an arbitral panel established under Article 17.5 or an arbitral panel reconvened under Article 17.11 or Article 17.12;

proceeding, unless otherwise specified, means an arbitral panel proceeding under Chapter 17; and

responding Party means the Party that has been complained against pursuant to Article 17.5.

General Provisions

2. These Rules shall be read in conjunction with the Agreement.
3. Unless otherwise provided, any reference made in these Rules to an Article is a reference to the relevant Article in Chapter 17.

Procedures to Select a Panelist or Chair by Lot

4. For the purposes of selecting a panelist or chair by lot pursuant to Article 17.7.4, unless the Parties agree otherwise, the following procedures shall apply:
 - (a) The complaining Party shall host the drawing of lot, and shall give the responding Party 5 days' advance notice of the date and place of the selection, and shall invite a representative of the responding Party to be present.

- (b) Unless the Parties agree otherwise, the selection shall take place in the Area of the complaining Party.
- (c) The complaining Party shall prepare a container with sealable envelopes, with each envelope containing the name of a candidate proposed by the Parties to serve as a panelist or chair, as the case may be, pursuant to Article 17.7.4. The representative of the responding Party shall verify each envelope before it is sealed for the drawing of lot.
- (d) The representative of the responding Party shall remove from the container 1 envelope, randomly and without being able to discern the identity of the candidate to whom the envelope corresponds until the envelope is unsealed and opened.
- (e) The candidate to whom the envelope removed pursuant to subparagraph (d) corresponds shall be the panelist or chair selected.
- (f) If, following the notification pursuant to subparagraph (a), no representative of the responding Party is present at the appointed place and time for the drawing of lot, or if such representative is present but refuses to remove an envelope from the container, the complaining Party may draw the lot by itself.

Delivery of Written Submissions or Other Documents

5. Any written submission or other document shall be delivered by a Party or the arbitral panel by delivery against receipt, registered post, courier, facsimile transmission, electronic transmission or any other means that provide a record of the receipt thereof. Written submissions or other documents shall be provided in electronic format whenever possible.

6. Each Party shall provide a copy of each of its written submissions or other documents to the other Party and to each of the panelists. Each Party shall also make available to the arbitral panel and the other Party a written version of its oral statements.

7. Minor errors of a clerical nature in any written submission or other document related to the proceeding may be corrected by delivery of a new document clearly indicating the changes, within 7 days after the date of delivery of the written submission or other document or as otherwise provided by the arbitral panel.

8. If the last day for delivery of a written submission or other document falls on a non-working day of a Party, the written submission or other document shall be delivered on the next working day of that Party. When a time frame for submission of a written submission or other document is extended in accordance with this Rule, all subsequent time frames provided for in Chapter 17 and these Rules shall be extended by the amount of time that the time frame was extended.

Confidentiality

9. Each Party shall maintain the confidentiality of the arbitral panel's hearings, to the extent that the arbitral panel holds the hearing in closed session.
10. Each Party shall identify confidential information by:
 - (a) clearly marking information recorded in paper and electronic file with the notation "CONFIDENTIAL INFORMATION" on the cover page of the document and on each page where confidential information appears, and by enclosing the confidential information in double square brackets;
 - (b) clearly marking information recorded in an electronic file which is used to store an electronic document, with the notation "CONFIDENTIAL INFORMATION" in the name of the electronic file and in any electronic transmission of the information and clearly annotating the information where it appears in the electronic document that is stored in the electronic file in accordance with the requirements as described in subparagraph (a); and
 - (c) prior to its disclosure, declaring oral information to be "CONFIDENTIAL INFORMATION".

Initial Submission and Timetable

11. Unless the Parties agree otherwise, the complaining Party shall submit its initial written submission no later than 14 days after the establishment of the arbitral panel.
12. No later than 10 days after the establishment of the arbitral panel, the arbitral panel shall, after consulting the Parties, issue a timetable for the proceeding that normally shall provide for:
 - (a) submission of the initial written submission of the responding Party no later than 20 days after the date set for submission of the initial written submission of the complaining Party;
 - (b) submission of any written rebuttal submission of the complaining Party no later than 14 days after the date set for submission of the initial written submission of the responding Party;
 - (c) submission of any written rebuttal submission of the responding Party no later than 14 days after the date set for submission of the written rebuttal submission of the complaining Party;
 - (d) a hearing no later than 10 days after the date set for submission of the written rebuttal submission of the responding Party;

- (e) submission of the lists with the names of representatives or advisers of the Parties who will be attending the hearing, no later than 4 days before the day of the hearing;
 - (f) delivery to the Parties of written questions, if any, from the arbitral panel within 4 days after the last day of the hearing;
 - (g) with the agreement of the arbitral panel, submission of a Party's supplementary written submission responding to any matter that arose during the hearing, along with responses to written questions, if any, from the arbitral panel, within 10 days after the last day of the hearing; and
 - (h) submission of a Party's comments on any supplementary written submission or any responses to written questions by the other Party within 16 days after the last day of the hearing.
13. For cases of urgency including those which concern perishable goods, the number of days as provided in Rules 11 and 12 shall be reduced by half.

Operation of Arbitral Panels

14. The chair of the arbitral panel shall preside at all of its meetings.
15. Except as otherwise provided in these Rules, the arbitral panel may conduct its activities by any means, including telephone, facsimile, electronic mail or videoconferencing.
16. Only panelists may take part in the deliberations of the arbitral panel.
17. When the arbitral panel considers that there is a need to modify any time period of the proceeding, it shall consult and inform the Parties in writing of the reasons for the modification.
18. The arbitral panel shall consider only those issues raised in the proceeding, and shall not delegate its responsibility to decide the matter to any other individual.
19. If a Party considers that a panelist has violated the Code of Conduct set out in the Appendix to these Rules, it shall notify the other Party. The Parties shall seek to reach agreement as to whether or not there has been a violation no later than 10 days after the notification.
20. If the Parties agree that a panelist has violated the Code of Conduct, they may remove the panelist, waive the violation or request the panelist to take steps within a specified time period to ameliorate the violation. If, due to a violation of the Code of Conduct, the Parties agree to remove a panelist, a successor shall be appointed pursuant to Article 17.7.6 and the appointment shall be made within 21 days from the date the Parties agree in writing to remove the panelist.

21. In the case of a violation of the Code of Conduct by a panelist, any time period applicable to a proceeding shall be suspended for a period beginning on the date a panelist is authorised to ameliorate a violation or when the panelist is removed, and ending on the date specified for ameliorating the violation on which the violation has ceased or when a successor panelist is selected.

Hearings

22. The arbitral panel shall hold at least 1 hearing and may convene additional hearings if the Parties so agree.

23. The chair shall fix the date and time of the hearing in consultation with the Parties and the other panelists. The chair shall notify the Parties in writing of the date, time and location of the hearing.

24. Unless the Parties agree otherwise, the venue of the hearings shall alternate between the Areas of the Parties with the first hearing to be held in the Area of the responding Party. The Party in which the hearing is convened shall be in charge of the logistical administration of the proceeding, in particular the organisation of hearings, unless otherwise agreed.

25. All panelists shall be present at the hearings. The arbitral panel may agree to delegate to the chair the authority to make administrative and procedural decisions.

26. If a hearing is open to the public, the date, time and location of the hearing shall also be made publicly available by the Party in charge of the logistical administration of the proceeding.

27. The arbitral panel shall conduct a hearing in the following manner:

- (a) argument of the complaining Party;
- (b) argument of the responding Party;
- (c) reply of the complaining Party;
- (d) counter-reply of the responding Party;
- (e) closing statement of the complaining Party; and
- (f) closing statement of the responding Party.

28. The chair may set time limits for oral arguments to ensure that each Party is afforded equal time.

29. The arbitral panel may direct questions to either Party at any time during a hearing.

Questions of the Arbitral Panel

30. The arbitral panel may at any time during the proceeding address questions in writing to a Party subject to the time frame set out in Rule 12(f).

***Ex parte* Contacts**

31. No panelist shall meet or contact a Party in the absence of the other Party and the other panelists.

32. No Party shall contact any panelist in relation to the dispute in the absence of the other Party and the other panelists.

33. No panelist shall discuss any aspect of the subject matter of the proceeding with a Party in the absence of the other Party and the other panelists.

Information or Technical Advice

34. If an arbitral panel seeks information or technical advice under Article 17.8.5, it shall request the expert to deliver the information or technical advice on a date as agreed by the Parties, which normally shall be no more than 30 days after receipt of the arbitral panel's request.

Working Language

35. The working language of the dispute settlement proceedings shall be English.

36. Written submissions, documents, oral arguments or presentations at the hearings, draft and final reports of the arbitral panel, as well as all other written or oral communications between the Parties and the arbitral panel, shall be conducted in the English language.

Computation of Time

37. Time periods shall be computed in calendar days, unless otherwise provided.

38. Where these Rules or the arbitral panel requires anything to be done within a number of days after, before or of a specified date or event, the specified date or the date on which the specified event occurs shall not be included in calculating that number of days.

Costs and Expenses

39. If the Parties agree that the arbitral panel may seek information or technical advice pursuant to Article 17.8.5 and agree that an expert is to receive remuneration and expenses for providing the information or technical advice, the amount and details of the remuneration and expenses shall be determined by the Parties.

40. Each panelist shall keep a record and render a final account to the Parties of his or her time and expenses, and the arbitral panel shall keep a record and render a final account to the Parties of its administrative expenses.

41. All requests for payment shall be subject to review by the Parties.

Arbitral Panels Reconvened under Article 17.11 and Article 17.12

42. The procedures set forth in these Rules shall apply to a proceeding pursuant to Article 17.11 and Article 17.12, except that:

- (a) the arbitral panel reconvened pursuant to Article 17.11 or Article 17.12 shall establish dates for initial written submissions and any further written submissions, including written rebuttal submissions, so as to provide each Party with the opportunity to make an equal number of written submissions, subject to the relevant time limits for these proceedings set forth in Chapter 17; and
- (b) unless a Party requests a hearing, the arbitral panel reconvened pursuant to Article 17.11 or Article 17.12 may decide not to convene a hearing.

Appendix
Code of Conduct

1. Governing Principles

- (a) Each panelist shall be independent and impartial, and shall avoid direct or indirect conflicts of interest.
- (b) Each panelist and former panelist shall respect the confidentiality of proceeding.
- (c) Each candidate or panelist shall disclose the existence of any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias. An appearance of impropriety or bias is created where a reasonable person, with knowledge of all the relevant circumstances that a reasonable inquiry would disclose, would conclude that a candidate's or panelist's ability to carry out the duties with integrity, impartiality and competence, is impaired.
- (d) This Code of Conduct shall not determine whether or under what circumstances the Parties will disqualify a candidate or remove a panelist based on disclosures made.

2. Responsibilities to the Process

Each candidate, panelist and former panelist shall avoid impropriety or bias and the appearance of impropriety or bias and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement process is preserved.

3. Disclosure Obligations

- (a) Throughout the proceeding, panelists have a continuing obligation to disclose interests, relationships or matters that may bear on the integrity or impartiality of the dispute settlement process.
- (b) As soon as possible after it is known that a candidate is being considered for appointment as a panelist, the Party that is considering the candidate shall provide the candidate with a copy of this Code of Conduct and the Initial Disclosure Statement set out in Supplement to Appendix.
- (c) A candidate shall make his or her best efforts to submit the Initial Disclosure Statement to both Parties within 7 days after its receipt. The candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships or

matters. Therefore, candidates shall disclose, at a minimum, the following interests, relationships or matters:

- (i) any financial or personal interest of the candidate in:
 - (A) the proceeding or in its outcome, and
 - (B) an administrative proceeding, a local judicial proceeding, or another international dispute settlement proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;
 - (ii) any financial interest of the candidate's employer, business partner, business associate or family member in:
 - (A) the proceeding or in its outcome, and
 - (B) an administrative proceeding, a local judicial proceeding, or another international dispute settlement proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;
 - (iii) any past or existing financial, business, professional, family or social relationship with any interested parties in the proceeding, or with their representatives or advisers, or any such relationship involving the candidate's employer, business partner, business associate or family member; and
 - (iv) public advocacy or legal or other representation concerning an issue in dispute in the proceeding or involving the same goods or services.
- (d) Once appointed, a panelist shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in subparagraph (c) and shall disclose them in writing within 7 days after they arose. The obligation to disclose is a continuing duty that requires a panelist to disclose any such interests, relationships or matters that may arise during any stage of the proceeding.
- (e) In the event of any uncertainty regarding whether an interest, relationship or matter shall be disclosed under subparagraph (c) or (d), a candidate or panelist should err in favour of disclosure. Disclosure of an interest, relationship or matter is without prejudice as to whether the interest, relationship or matter is covered by subparagraph (c) or (d), or whether it warrants removal, amelioration or disqualification of the candidate or panelist.
- (f) The disclosure obligations set out in subparagraphs (a), (c), (d) and (e) shall not be interpreted so that the burden of detailed disclosure makes it

impractical for persons in the legal or business community to serve as panelists, thereby depriving the Parties of the services of those who might be best qualified to serve as panelists. Thus, candidates and panelists should not be called upon to disclose interests, relationships or matters whose bearing on their roles in the proceeding would be trivial.

4. The Performance of Duties by Candidates and Panelists

- (a) Bearing in mind that the prompt settlement of disputes is essential to the effective functioning of the Agreement, a candidate who accepts an appointment as a panelist shall be available to perform, and shall perform, a panelist's duties thoroughly and expeditiously throughout the course of the proceeding.
- (b) A panelist shall carry out all duties fairly and diligently.
- (c) A panelist shall observe the provisions of Chapter 17 and these Rules.
- (d) A panelist shall not deny other panelists the opportunity to participate in all aspects of the proceeding.
- (e) A panelist shall consider only those issues raised in the proceeding and necessary to make a decision and shall not delegate the duty to decide to any other person.
- (f) A panelist shall not engage in *ex parte* contacts concerning the proceeding.
- (g) A candidate or panelist shall report to the Parties matters concerning actual or potential violations of this Code of Conduct by another candidate or panelist.

5. Independence and Impartiality of Panelists

- (a) A panelist shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism.
- (b) A panelist 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 his or her duties.
- (c) A panelist shall not use his or her position on the arbitral panel to advance any personal or private interest. A panelist shall avoid actions that may create the impression that others are in a special position to influence him or her. A panelist shall make every effort to prevent or discourage others from representing themselves as being in such a position.

- (d) A panelist shall not allow past or existing financial, business, professional, family or social relationships or responsibilities to influence his or her conduct or judgement.
- (e) A panelist shall avoid entering into any relationship or acquiring any financial interest that is likely to affect his or her impartiality or that might reasonably create an appearance of impropriety or bias.

6. Duties of Former Panelists

A former panelist shall avoid actions that may create the appearance that he or she was biased in carrying out his or her duties or would benefit from the decision of the arbitral panel.

7. Maintenance of Confidentiality

- (a) A panelist or former panelist shall not at any time disclose or use any information on or relating to the merits of a pending proceeding or any non-public information concerning the proceeding or acquired during the proceeding except for the purposes of the proceeding and shall not, in any case, disclose or use any such information to gain personal advantage, advantage for others or to affect adversely the interest of another.
- (b) A panelist shall not disclose an arbitral panel report to be issued under Chapter 17 prior to release of the final report by the Parties. A panelist or former panelist shall not at any time disclose which panelists are associated with majority or minority opinions in a proceeding.
- (c) A panelist or former panelist shall not at any time disclose the deliberations of a panel or any panelist's view, except as permitted by the Parties.

8. Responsibilities of Experts

Paragraphs 2 (Responsibilities to the Process), 3 (Disclosure Obligations), 4(c), 4(f), 6 (Duties of Former Panelists) and 7 (Maintenance of Confidentiality) of this Code of Conduct shall also apply to experts.

Supplement to Appendix

Initial Disclosure Statement

1. I acknowledge having received a copy of the Code of Conduct for dispute settlement proceedings conducted pursuant to Chapter 17 (Dispute Settlement) of the Free Trade Agreement between Hong Kong, China and Chile (hereinafter referred to as "the Code of Conduct").
2. I acknowledge having read and understood the Code of Conduct.
3. I understand that I have a continuing obligation to disclose interests, relationships or matters that may bear on the integrity or impartiality of the dispute settlement process. As a part of this continuing obligation, I am making the following initial disclosures:
 - (a) My financial or personal interests in the proceeding or in its outcome are as follows:
 - (b) My financial or personal interests in any administrative proceeding, local judicial proceeding, or another international dispute settlement proceeding that involves issues that may be decided in the proceeding for which I am under consideration are as follows:
 - (c) Financial interests of my employer, business partner, business associate or family member in the proceeding or in its outcome are as follows:
 - (d) Financial interests of my employer, business partner, business associate or family member in any administrative proceeding, local judicial proceeding, or another international dispute settlement proceeding that involves issues that may be decided in the proceeding for which I am under consideration are as follows:
 - (e) My past or existing financial, business, professional, family or social relationships with any interested parties in the proceeding, or with their representatives or advisers, are as follows:
 - (f) Past or existing financial, business, professional, family or social relationships with any interested parties in the proceeding, or with their representatives or advisers, involving my employer, business partner, business associate or family member are as follows:
 - (g) My public advocacy or legal or other representations concerning an issue in dispute in the proceeding or involving the same goods or services is / are as follows:

(h) My other interests, relationships or matters that may bear on the integrity or impartiality of the dispute settlement process and that are not disclosed in subparagraphs (a) to (g) above are as follows:

Signed on this _____ day of _____, _____.

By:

Name _____

Signature _____

(as at 6 September 2019)

Free Trade Agreement between Hong Kong, China and Chile

Contact Points

Chapter	Hong Kong	Chile
<p>Trade in Goods (Chapter 3)</p> <p>-</p>	<p>Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong</p> <p>Tel: (852) 2398 5400 Fax: (852) 2398 9973 Email: sylviang@tid.gov.hk</p>	<ul style="list-style-type: none"> • Ms. Andrea Cerda – Head of Market Access Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: acerda@direcon.gob.cl
<p>Rules of Origin (Chapter 4)</p> <p>-</p>	<p>Miss Sylvia Ng Principal Trade Officer</p>	<ul style="list-style-type: none"> • Ms. Andrea Cerda – Head of Market Access Division, Undersecretariat of

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<p>Customs Procedures and Cooperation (Chapter 5)</p> <p>Each customs authority shall designate one or more enquiry points to deal with enquiries from interested persons from either Party on customs matters arising from the implementation of this Agreement and provide details of such enquiry points to the other customs authority. Customs authorities of the Parties shall notify each other promptly of any amendments to the details of their enquiry points. (Article 5.13.2)</p>	<p>Mr. NG Shi Tuen, Will Head, Office of Customs Affairs & Co-operation Customs and Excise Department, Hong Kong</p> <p>Address: Room 3210, Customs Headquarters Building 222 Java Road, North Point, Hong Kong</p> <p>Tel: (852) 3759 2637 Fax: (852) 3108 2330</p>	<ul style="list-style-type: none"> Ms. Andrea Cerda – Head of Market Access Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: acerda@direcon.gob.cl Ms. Cristina Bas – Advisor, Market Access Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: cbas@direcon.gob.cl

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Sanitary and Phytosanitary Measures (Chapter 6)		
<p>The Parties shall inform each other of any significant change in the structure, organisation and division of responsibility of the competent authorities or contact points (Article 6.9.3)</p>	<p><u>Competent authorities</u> Ms Doris Chan Principal Trade Officer Multilateral Trade Division Trade and Industry Department</p>	<ul style="list-style-type: none"> • Mr. Gaston Fernandez – Head of Regulatory Affairs Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: gfernandez@direcon.gob.cl

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	<p>Tel: (852) 3403 6098 Email: dorischan@tid.gov.hk Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong</p> <p>Dr Tommy Sze Senior Veterinary Officer/Import and Export Inspection and Quarantine Branch Agriculture, Fisheries and Conservation Department</p> <p>Tel: (852) 2150 7050 Email: tommy_lw_sze@afcd.gov.hk Address: 5/F, Cheung Sha Wan Government Offices 303 Cheung Sha Wan Road, Kowloon, Hong Kong</p> <p>Food and Environmental Hygiene Department Centre for Food Safety Superintendent (Import/Export) 3</p>	<p>• Mr. Fernando Catalán – Advisor, Regulatory Affairs Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: fcatalan@direcon.gob.cl</p> <p>For technical consultation in Livestock and Agriculture</p> <p>• Mr. Gonzalo Ríos – Head of International Negotiations, Livestock and Agriculture Services (SAG), Ministry of Agriculture E-mail: gonzalo.rios@sag.gob.cl</p> <p>For technical consultation in Fisheries and Aquaculture (exports)</p> <p>• Ms. Monica Rojas – Deputy Director of Food Safety and Certification, National Fisheries and Aquaculture Service, Ministry of Economy E-mail: mrojasn@sernapesca.cl</p>

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	<p>Address: 43/F, Queensway Government Offices, 66 Queensway, Hong Kong Tel: (852) 2867 5572</p> <p><u>Contact Point</u> Trade and Industry Department</p> <p>Contact details: Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong Tel: (852) 2398 5400 Fax: (852) 2398 9973 Email: sylviang@tid.gov.hk</p>	<p>For technical consultation in Food Safety imports)</p> <ul style="list-style-type: none"> Ms. Francisca Aguirre – Head of Nutrition and Food Department, Ministry of Health E-mail: Francisca.aguirre@minsal.cl <p>Chile WTO-SPS Enquiry Point.</p> <ul style="list-style-type: none"> E-mail: sps.chile@sag.gob.cl
<p>Technical Barriers to Trade (Chapter 7)</p> <p>In order to facilitate communication, each Party shall designate a contact point and exchange the contact details of relevant officials of that contact point, including</p>	<p>Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department</p>	<ul style="list-style-type: none"> Mr. Gaston Fernandez – Head of Regulatory Division, Undersecretariat of International Economic Affairs, Ministry of

Chapter	Hong Kong	Chile
<p>information on telephone, facsimile, e-mail and other relevant details, no later than 2 months following the date of entry into force of this Agreement. Each Party shall notify the other Party promptly of any change of its contact point or any amendment to the information of the relevant officials. (Article 7.11.1 and 7.11.2)</p>	<p>Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong</p> <p>Tel: (852) 2398 5400 Fax: (852) 2398 9973 Email: sylviang@tid.gov.hk</p>	<p>Foreign Affairs E-mail: gfernandez@direcon.gob.cl</p>
<p>Trade Remedies (Chapter 8)</p>	<p>Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department</p> <p>Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong</p> <p>Tel: (852) 2398 5400 Fax: (852) 2398 9973 Email: sylviang@tid.gov.hk</p>	<ul style="list-style-type: none"> • Ms. Andrea Cerda – Head of Market Access Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: acerda@direcon.gob.cl • Ms. Cristina Bas – Advisor, Market Access Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: cbas@direcon.gob.cl
<p>Government Procurement (Chapter 9)</p>		

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-	<p>Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong Tel: (852) 2398 5400 Fax: (852) 2398 9973 Email: sylviang@tid.gov.hk</p>	<ul style="list-style-type: none"> • Ms. Maria Helena Lee – Head of Services, Investment and Air Transport Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: mlee@direcon.gob.cl • Mr. Oscar Douglas – Legal Advisor, Services, Investment and Air Transport Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs

Trade in Services & Establishment (Chapters 10 & 11)

Chapter	Hong Kong	Chile
Financial Services (Chapter 12)		
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Competition (Chapter 13)		
-	<p>Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong</p>	<ul style="list-style-type: none"> Ms. Andrea Cerda – Head of Market Access Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: acerda@direcon.gob.cl

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Environmental Issues (Chapter 14)		
-	<p>Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong Tel: (852) 2398 5400 Fax: (852) 2398 9973 Email: sylviang@tid.gov.hk</p>	<ul style="list-style-type: none"> Ms. Meilin Leon – Head of International Affairs Office of the Ministry of Environment. E-mail: mleon@mma.gob.cl Ms. Claudia Ayala – Advisor, Energy, Trade and Sustainable Development Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: cayala@direcon.gob.cl
Transparency (Chapter 15)		
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Chapter	Hong Kong	Chile
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<p>Investment Issues -</p>	<p>Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong Tel: (852) 2398 5400 Fax: (852) 2398 9973 Email: sylviang@tid.gov.hk</p>	<p>• Ms. Maria Helena Lee – Head of Services, Investment and Air Transport Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: mlee@direcon.gob.cl</p>
<p>Legal Issues -</p>	<p>Miss Sylvia Ng Principal Trade Officer</p>	<p>• Cecilia Arroyo – Head of International Law Division, Undersecretariat of</p>

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Memorandum of Understanding (MOU) on Labour Cooperation between Hong Kong, China and Chile

MOU on Labour Cooperation	Hong Kong	Chile
<p>◆ In order to facilitate communication between the Parties for the purposes of this MOU, each Party shall designate a contact point no later than 6 months after the date of its entry into force. Each Party shall notify the other Party promptly of any change of the contact point. (Article 4.1)</p>	<p>Mr Ivan Chan Labour Officer International Liaison Division Labour Department Address: 15/F, Harbour Building 38 Pier Road, Central, Hong Kong Tel: (852) 2852 4051 Fax: (852) 2854 3435 Email: lo-il-4@labour.gov.hk</p>	<p>Mr. Marcos Costela – Advisor, Energy, Trade and Sustainable Development Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E- mail: mcostela@direcon.gob.cl</p>

Free Trade Agreement between Hong Kong, China and Chile

**Joint Record of the First meeting of the
Sub-Committee on Sanitary and Phytosanitary Measures (SPS)**

5 September 2019, Hong Kong

The Sub-Committee on Sanitary and Phytosanitary Measures (SPS) (the Sub-Committee) established pursuant to the Free Trade Agreement between Hong Kong, China and Chile (FTA) held its first meeting on 5 September 2019 in Hong Kong. The delegation lists are in **Annex A** to this Joint Record.

Adoption of the Agenda

2. The Sub-Committee adopted the agenda as enclosed in **Annex B**.

Terms of Reference of the Sub-Committee

3. Prior to the meeting, Chile had prepared a draft terms of reference of the Sub-Committee to facilitate discussion at the meeting. Both sides discussed and agreed to proposed changes to paragraph 8 (i.e., to release part of the records of discussion of the Sub-Committee to the public for the sake of transparency as proposed by Chile), paragraph 9 (i.e., to cater for the scenario of holding Sub-Committee meeting in third party location so as to align with the Rules of Procedures for the Free Trade Commission as proposed by HKC) and other textual changes proposed by HKC. The Sub-Committee adopted the revised terms of reference pursuant to Article 6.10.6 of the FTA, as contained in **Annex C**.

Contact point

4. The last exchange of competent authorities and contact details was made in April 2015. Both sides further updated their contact lists, as consolidated in **Annex D**.

Exchange information regarding internal organization

5. Both sides exchanged useful information regarding the internal organization for the implementation of this Chapter. Chile said SPS was an important subject to them as they produced and exported a lot of agricultural products. It then made a presentation introducing the organizational structure of their agencies responsible for managing and implementing SPS issues. HKC explained that it had adopted a simpler administration and regulatory framework and provided an overview on the work of the two competent authorities responsible for SPS issues in HKC, namely, the Food and Environmental Hygiene Department (responsible for food safety and related issues) and the Agriculture, Fisheries and Conservation Department (responsible for animal health and plant protection). Both sides agreed that the exchange was useful and would follow up by exchanging the information presented at the meeting in writing to facilitate sharing with respective agencies.

6. The two sides also noted the successful processing by the Centre for Food Safety of HKC of the two Notifications referred by Chile's Agriculture and Livestock Service concerning the addition and updating of Chilean companies in HKC's official list of Chilean exporters, which served as good examples demonstrating the effective implementation of this Chapter.

Other business

7. Both sides had no issues to raise and agreed to report the outcome of this meeting to the Free Trade Commission.

Next meeting

8. Both sides agreed that the next meeting would be convened as required and mutually agreed.

Free Trade Agreement between Hong Kong, China and Chile

First meeting of the Sub-Committee on
Sanitary and Phytosanitary Measures (SPS)

Delegation Lists

HONG KONG, CHINA

Trade and Industry Department

Mr. Francis Ho (Lead)	Assistant Director-General of Trade and Industry
Miss Sylvia Ng	Principal Trade Officer
Mr. Alex Li	Trade Officer
Miss Sofie Chow	Trade Officer
Miss Janette Ng	Assistant Trade Officer

CHILE

Undersecretariat of International Economic Affairs

Mr. Fernando Catalán (Lead)	Advisor, Regulatory Affairs Division
Ms. Tania Pierotic	Head of Division, Asia, Oceania and CPTPP Division

Free Trade Agreement between Hong Kong, China and Chile

**First meeting of the Sub-Committee on
Sanitary and Phytosanitary Measures (SPS)**

Agenda

1. Adoption of the Agenda
2. Terms of Reference of the Sub-Committee
3. Competent authorities and contact point
4. Exchange information regarding internal organization
5. Other business
6. Next meeting

**TERMS OF REFERENCE OF THE SUB-COMMITTEE ON SANITARY AND
PHYTOSANITARY MEASURES
ESTABLISHED IN CHAPTER 6 OF THE FREE TRADE AGREEMENT
BETWEEN
HONG KONG, CHINA AND CHILE**

1. The Sub-Committee on Sanitary and Phytosanitary Measures (hereinafter referred to as the SPS Sub-Committee), established in accordance with Article 6.10 of Chapter 6 (Sanitary and Phytosanitary Measures) of the Free Trade Agreement between Hong Kong, China and Chile, shall meet to carry out its functions as provided in Article 6.10 or such other tasks as may be required to ensure the effective implementation and operation of Chapter 6.
2. The SPS Sub-Committee shall hold its meetings as established in Article 6.10, Paragraph 5. If the meeting is held in person, it shall take place alternately in the Area of each Party, unless the Parties agree otherwise. Each meeting shall provisionally schedule the dates for the next meeting. Additional meetings of the SPS Sub-Committee may be scheduled as appropriate and mutually agreed.
3. The composition of delegation for the meetings shall be at the discretion of each Party. However, it shall include senior officials from both parties' ministries, unless the Parties otherwise agree, and should reflect the agreed agenda. The Parties may, as necessary, include representation from other government agencies.
4. A provisional agenda for each meeting shall be drawn up jointly by the Parties. It shall be forwarded with the relevant documents to the Parties, where possible, no later than 14 days before the beginning of the meeting. The agenda shall be adopted by the SPS Sub-Committee at the beginning of each meeting. Items other than those appearing on the provisional agenda may be included on the agenda if the Parties agree. To ensure relevancy, Parties proposing the agenda must link the issues with the relevant provisions in the SPS Chapter of the Free Trade Agreement between Hong Kong, China and Chile.
5. The official language of the SPS Sub-Committee shall be English. The SPS Sub-Committee shall normally base its deliberations on documentaries and proposals prepared in English language, unless the Parties agree otherwise.
6. The record of discussion of each meeting shall be drawn up jointly by the Parties. The draft will be prepared by the Party acting as host, at the end of the meeting and agreed immediately, unless otherwise agreed by the Parties.
7. The record of discussion shall, as a general rule, summarize each item on the agenda, specifying, where applicable: (a) the documents submitted to the SPS Sub-Committee; and (b) the decisions proposed, recommendations made, or statements agreed upon and conclusions adopted on specific items. The record shall also include a list of participants



in the SPS Sub-Committee. Each Party shall receive one original copy of the record of discussion.

8. Unless otherwise decided, the records of discussion of the meetings shall be public. However, more specific activities developed by the Sub-Committee and sensitive information exchanged shall not be disclosed to a non-party without permission of the other Party.
9. Each Party shall bear any expenses incurred as a result of its participation in the meetings, both with regard to their own travel and living expenses and with regard to postal and telecommunications expenses. Expenses in connection with the organization of the meetings shall be borne by the Party hosting the meeting or, if a meeting is held outside the Area of either Party, shared equally.
10. These Terms of Reference are adopted by the SPS Sub-Committee in accordance with Article 6.10, Paragraph 6 and may be subsequently amended or further developed, as mutually agreed, at any time.

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Competent Authorities and Contact Points

Chapter	Hong Kong, China	Chile
<p>Sanitary and Phytosanitary Measures (Chapter 6)</p> <p>The Parties shall inform each other of any significant change in the structure, organisation and division of responsibility of the competent authorities or contact points (Article 6.9.3)</p>	<p><u>Competent authorities</u></p> <p>Ms Doris Chan Principal Trade Officer Multilateral Trade Division Trade and Industry Department Tel: (852) 3403 6098 Email: dorischan@tid.gov.hk Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong</p> <p>Dr Tommy Sze Senior Veterinary Officer/Import and Export Inspection and Quarantine Branch Agriculture, Fisheries and Conservation Department Tel: (852) 2150 7050 Email: tommy_lw_sze@afcd.gov.hk Address: 5/F, Cheung Sha Wan Government Offices 303 Cheung Sha Wan Road, Kowloon, Hong Kong</p>	<ul style="list-style-type: none"> • Mr. Gaston Fernandez – Head of Regulatory Affairs Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: gfernandez@direcon.gob.cl • Mr. Fernando Catalán – Advisor, Regulatory Affairs Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: fcatalan@direcon.gob.cl <p>For technical consultation in Livestock and Agriculture</p> <ul style="list-style-type: none"> • Mr. Gonzalo Ríos – Head of International Negotiations, Livestock and Agriculture Services (SAG), Ministry of Agriculture E-mail: gonzalo.rios@sag.gob.cl

Chapter	Hong Kong, China	Chile
	<p>Food and Environmental Hygiene Department Centre for Food Safety Superintendent (Import/Export) 3 Address: 43/F, Queensway Government Offices, 66 Queensway, Hong Kong Tel: (852) 2867 5572</p> <p><u>Contact Point</u></p> <p>Trade and Industry Department</p> <p>Contact details: Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong Tel: (852) 2398 5400 Fax: (852) 2398 9973 Email: sylviang@tid.gov.hk</p>	<p>For technical consultation in Fisheries and Aquaculture (exports)</p> <ul style="list-style-type: none"> Ms. Monica Rojas – Deputy Director of Food Safety and Certification, National Fisheries and Aquaculture Service, Ministry of Economy E-mail: mrojasn@sernapesca.cl <p>For technical consultation in Food Safety imports)</p> <ul style="list-style-type: none"> Ms. Francisca Aguirre – Head of Nutrition and Food Department, Ministry of Health E-mail: Francisca.aguirre@minsal.cl <p>Chile WTO-SPS Enquiry Point.</p> <ul style="list-style-type: none"> E-mail: sps.chile@sag.gob.cl

Free Trade Agreement between Hong Kong, China and Chile

**Joint Record of the First meeting of the
Sub-Committee on Technical Barriers to Trade (TBT)**

5 September 2019, Hong Kong

The Sub-Committee on Technical Barriers to Trade (TBT) (the Sub-Committee) established pursuant to the Free Trade Agreement between Hong Kong, China and Chile (FTA) held its first meeting on 5 September 2019 in Hong Kong. The delegation lists are set out in **Annex A** to this Joint Record.

Adoption of the Agenda

2. The Sub-Committee adopted the agenda as enclosed in **Annex B**.

Terms of Reference of the Sub-Committee

3. Prior to the meeting, Chile had prepared a draft terms of reference of the Sub-Committee to facilitate discussion at the meeting. Both sides discussed and agreed to proposed changes to paragraph 9 (i.e., to release part of the records of discussion of the Sub-Committee to the public for the sake of transparency as proposed by Chile), paragraph 10 (i.e., to cater for the scenario of holding Sub-Committee meeting in third party location so as to align with the Rules of Procedures for the Free Trade Commission as proposed by HKC) and other textual changes proposed by HKC. The Sub-Committee adopted the revised terms of reference pursuant to Article 7.11.7 of the FTA, as contained in **Annex C**.

Contact point

4. The last exchange of contact details was made in April 2015. Both sides further updated their contact lists, as consolidated in **Annex D**.

Exchange information regarding internal organization

5. Both sides exchanged information regarding the internal organization for the implementation of this Chapter. Chile made a presentation introducing the organizational structure of their agencies responsible for managing and implementing TBT issues. HKC informed that its policy was to use international standards as far as possible and there was no central standards body developing and issuing domestic standards in HKC. Where standards had to be applied for public health, safety or environmental reasons, HKC's regulatory agencies in general adopted international standards or prevailing overseas standards and avoided the position where setting of standards dictated market development or became a means of protecting certain sectors of the industry. Chile concurred with the use of international standards and stated that it was also working in the same direction.

6. Both sides agreed that the exchange was useful and would follow up by exchanging the information presented at the meeting in writing to facilitate sharing with respective agencies.

Other business

7. Both sides had no issues to raise and agreed to report the outcome of this meeting to the Free Trade Commission.

Next meeting

8. Both sides agreed that the next meeting would be convened as required and mutually agreed.

Free Trade Agreement between Hong Kong, China and Chile

**First meeting of the Sub-Committee on
Technical Barriers to Trade (TBT)**

Delegation Lists

HONG KONG, CHINA

Trade and Industry Department

Mr. Francis Ho (Lead)	Assistant Director-General of Trade and Industry
Miss Sylvia Ng	Principal Trade Officer
Mr. Alex Li	Trade Officer
Miss Sofie Chow	Trade Officer
Miss Janette Ng	Assistant Trade Officer

CHILE

Undersecretariat of International Economic Affairs

Mr. Fernando Catalán (Lead)	Advisor, Regulatory Affairs Division
Ms. Tania Pierotic	Head of Division, Asia, Oceania and CPTPP Division

Annex B

Free Trade Agreement between Hong Kong, China and Chile

**First meeting of the Sub-Committee on
Technical Barriers to Trade (TBT)**

Agenda

1. Adoption of the Agenda
2. Terms of Reference of the Sub-Committee
3. Contact point
4. Exchange information regarding internal organization
5. Other business
6. Next meeting

**TERMS OF REFERENCE OF THE SUB-COMMITTEE ON TECHNICAL
BARRIERS TO TRADE ESTABLISHED IN CHAPTER 7 OF THE FREE TRADE
AGREEMENT BETWEEN
HONG KONG, CHINA AND CHILE**

1. The Sub-Committee on Technical Barriers to Trade (hereinafter referred to as the TBT Sub-Committee), established in accordance with Article 7.11, paragraphs 3 to 8 of Chapter 7, (Technical Barriers to Trade) of the Free Trade Agreement, between Hong Kong, China and Chile.
2. The TBT Sub-Committee shall meet to carry out its functions as provided in Article 7.11, Paragraph 4, letters a) to g).
3. The TBT Sub-Committee shall hold its meetings as established in Article 7.11, Paragraph 5. If the meeting is held in person, it shall take place alternately in the Area of each Party, unless the Parties agree otherwise. Each meeting shall provisionally schedule the dates for the next meeting. Additional meetings of the TBT Sub-Committee may be scheduled as appropriate and mutually agreed.
4. The composition of delegation for the meetings shall be according to established in Article 7.11, Paragraph 3.
5. A provisional agenda for each meeting shall be drawn up jointly by the Parties. It shall be forwarded with the relevant documents to the Parties, where possible, no later than 14 days before the beginning of the meeting. The agenda shall be adopted by the TBT Sub-Committee at the beginning of each meeting. Items other than those appearing on the provisional agenda may be included on the agenda if the Parties agree. To ensure relevancy, Parties proposing the agenda must link the issues with the relevant provisions in Chapter 7.
6. The official language of the TBT Sub-Committee shall be English. The TBT Sub-Committee shall normally base its deliberations on documentaries and proposals prepared in English language, unless the Parties agree otherwise.
7. The record of discussion of each meeting shall be drawn up jointly by the Parties. The draft will be prepared by the Party acting as host, at the end of the meeting and agreed immediately, unless otherwise agreed by the Parties.
8. The record of discussion shall, as a general rule, summarize each item on the agenda, specifying, where applicable: a) the documents submitted to the TBT Sub-Committee; and b) the decisions proposed, recommendations made, or statements agreed upon and conclusions adopted on specific items. The record shall also include a list of participants in the TBT Sub-Committee. Each Party shall receive one original copy of the record of discussion.



9. Unless otherwise decided, the records of discussion of the meetings shall be public. However, more specific activities developed by the Sub-Committee and sensitive information exchanged shall not be disclosed to a non-party without permission of the other Party.
10. Each Party shall bear any expenses incurred as a result of its participation in the meetings, both with regard to their own travel and living expenses and with regard to postal and telecommunications expenses. Expenses in connection with the organization of the meetings shall be borne by the Party hosting the meeting or, if a meeting is held outside the Area of either Party, shared equally.
11. These Terms of Reference are adopted by the TBT Sub-Committee in accordance with Article 7.11, Paragraph 7 and may be subsequently amended or further developed, as mutually agreed, at any time.

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a vertical line and a short horizontal stroke at the bottom right.

Contact Points

Chapter	Hong Kong	Chile
<p>Technical Barriers to Trade (Chapter 7)</p> <p>In order to facilitate communication, each Party shall designate a contact point and exchange the contact details of relevant officials of that contact point, including information on telephone, facsimile, e-mail and other relevant details, no later than 2 months following the date of entry into force of this Agreement. Each Party shall notify the other Party promptly of any change of its contact point or any amendment to the information of the relevant officials. (Article 7.11.1 and 7.11.2)</p>	<p>Miss Sylvia Ng Principal Trade Officer Americas (Commercial Relations) Branch Trade and Industry Department</p> <p>Address: 18/F, Trade and Industry Tower 3 Concorde Road, Kowloon City, Hong Kong Tel: (852) 2398 5400 Fax: (852) 2398 9973 Email: sylviang@tid.gov.hk</p>	<ul style="list-style-type: none"> Mr. Gaston Fernandez – Head of Regulatory Division, Undersecretariat of International Economic Affairs, Ministry of Foreign Affairs E-mail: gfernandez@direcon.gob.cl

