原文	參考譯文
Section C - Agriculture **Article 2.21: Definitions** For the purposes of this Section: **agricultural goods** means those goods referred to in Article 2 of the WTO *Agreement on Agriculture;* **export subsidies** shall have the meaning assigned to that term in Article 1(e) of the WTO *Agreement on Agriculture*, including any amendment of that article; **modern biotechnology** means the application of: (a) *in vitro* nucleic acid techniques, including recombinant deoxyribonucleic acid (rDNA) and direct injection of nucleic acid into cells or organelles, or (b) fusion of cells beyond the taxonomic family, that overcome natural physiological reproductive or recombinant barriers and that are not techniques used in traditional breeding and selection; and **products of modern biotechnology** means agricultural goods, as well as fish and fish products[10], developed using modern biotechnology, but	**第 C 節：農業** **第 2.21 條：定義** 為本節之目的： **農產品(agricultural goods)**係指世界貿易組織農業協定第 2 條所指之貨品； **出口補貼(export subsidies)**應包含該詞於世界貿易組織農業協定第 1 條第 e 項下之意涵，以及任何關於該條之修正； **現代生物技術(modern biotechnology)**係指以下應用： (a)試管核酸技術，包含重組去氧核醣核酸以及直接注射核酸至細胞或胞器；或 (b)超出生物分類學科的細胞融合，以克服自然生理、生殖或重組障礙，但非傳統育種及選種使用之技術。 **現代生物技術產品(products of modern biotechnology)**係指使用現代生物技術所發展之農業產品及魚類和漁產品[10]，但不包含藥品和醫療產品。 [10] 魚類及漁產品係指國際商品統一分類制度第 3 章所定義之產品。

does not include medicines and medical products. [10] Fish and fish products are defined as products in Chapter 3 of the Harmonized System.	
Article2.22: Scope This Section applies to measures adopted or maintained by a Party relating to trade in agricultural goods.	**第 2.22 條：範圍** 本部分適用於各締約方所採行或維持與農產品貿易有關之措施。
Article 2.23: Agricultural Export Subsidies 1. The Parties share the objective of the multilateral elimination of export subsidies for agricultural goods and shall work together to achieve an agreement in the WTO to eliminate those subsidies and prevent their reintroduction in any form. 2. No Party may adopt or maintain any export subsidy on any agricultural good destined for the territory of another Party[11]. [11] For greater certainty and without prejudice to any Party's position in the WTO, this Article does not cover measures referred to in Article 10 of the WTO Agreement on Agriculture.	**第 2.23 條：農產品出口補貼** 1. 各締約方同意多邊場域要求取消農產品出口補貼的目標，且應共同合作在世界貿易組織達成協定，以取消這些補貼，並防止其以任何形式再現。 2. 任一締約方均不得對出口至其他締約方之農產品，採行或維持任何出口補貼[11]。 [11] 為求更高確定性及不損害任一締約方在世界貿易組織之地位，本條不包含世界貿易組織農業協定第 10 條所指之措施。
Article 2.24: Export Credits, Export Credit Guarantees or Insurance Programmes Recognizing the ongoing work in the WTO in the area of export competition and that export competition remains a key priority in multilateral negotiations, Parties shall work together in the WTO to	**第 2.24 條：出口信貸、出口信貸保證或保險計畫** 鑒於世界貿易組織在出口競爭方面的工作仍持續進行，以及出口競爭一直是多邊談判關鍵優先議題，各締約方應在世界貿易組織共同工作，制定多邊規則，以管理出口信貸、出口信貸保證及保險計畫，包含與透明化、自行融資及償還期限相關之規

develop multilateral disciplines to govern the provision of export credits, export credit guarantees and insurance programs, including disciplines on matters such as transparency, self-financing, and repayment terms.	章。
Article 2.25: Agricultural Export State Trading Enterprises 1. The Parties shall work together toward an agreement in the WTO on export state trading enterprises that requires: (a) the elimination of trade distorting restrictions on the authorization to export agricultural goods; (b) the elimination of any special financing that a WTO Member grants directly or indirectly to state trading enterprises that export for sale a significant share of the Member's total exports of an agricultural good; and (c) greater transparency regarding the operation and maintenance of export state trading enterprises.	**第 2.25 條：農業出口國營貿易企業** 各締約方應共同工作，期能在世界貿易組織建立有關出口國營貿易企業協定，以要求： (a)取消因授權出口農產品而產生之扭曲性貿易限制； (b)取消任何世界貿易組織成員因出口國營貿易企業出口占該成員農產品總出口之顯著比例，而以直接或間接方式提供該出口國營貿易企業之特殊融資；以及 (c)關於出口國營貿易企業之營運及維護，有更高之透明化程度。
Article 2.26: Export Restrictions – Food Security 1. Parties recognize that under Article XI.2(a) of GATT 1994, a Party may temporarily apply an export prohibition or restriction that is otherwise prohibited under Article XI.1 of GATT 1994 on foodstuffs[12] to prevent or relieve a critical shortage of foodstuffs, subject to meeting the conditions set out in Article 12.1 of the Agreement on	**第 2.26 條：出口限制—糧食安全** 1. 各締約方承認在關稅暨貿易總協定(GATT 1994)第 11 條第 2 項第(a)款下，締約方為防止或緩和糧食之嚴重匱乏，得暫時實施禁止或限制出口之措施，縱使該措施受到關稅暨貿易總協定第 11 條第 1 項之禁止[12]，該項禁止或限制出口之措施亦須符合農業協定第 12 條第 1 項所揭示之條件。

Agriculture. 2. Further to the conditions under which a Party may apply an export prohibition or restriction, other than a duty, tax, or other charge on food stuffs: (a) Any Party that: (i) imposes such a prohibition or restriction, on the exportation or sale for export of foodstuffs to another Party to prevent or relieve a critical shortage of foodstuffs, shall in all cases notify the measure to the other Parties prior to its effective date, and, except where the critical shortage is caused by an event constituting force majeure, shall notify the measure to the other Parties at least 30 days prior to its effective date; or (ii) as of the date of entry into force of this Agreement for that Party maintains such a prohibition or restriction, shall, within 30 days of that date, notify the measure to the other Parties. (b) A notification under this paragraph shall include the reasons for imposing or maintaining the prohibition or restriction, as well as an explanation of how the measure is consistent with Article XI.2(a) of GATT 1994, and shall note alternative measures, if any, that the Party considered before imposing the prohibition or restriction. (c) A measure shall not be subject to notification under this paragraph or paragraph 4 if it prohibits or restricts the exportation or	2. 另在下列條件下，締約方得對糧食實施出口禁止或限制，但不包含關稅、稅捐或其他費用： (a)任何締約方： (i)為防止或緩和糧食之嚴重匱乏，對另一締約方實施禁止或限制出口糧食之措施時，在任何情況下均應在實施日之前，向其他締約方通知該項措施，且除糧食之嚴重匱乏係鑿因於不可抗力因素外，應至少在該項措施實施日之 30 日前通知其他締約方。均應在實施日之前，向其他締約方通知該項措施，且除糧食之嚴重匱乏係鑿因於不可抗力因素外，應至少在該項措施實施日之 30 日前通知其他締約方。 (ii) 在本協定生效之日時仍在實施中的該類禁止或限制，應在本協定生效之日起 30 日內，向其他締約方通知該類措施。 (b)在本項規定下之通知應包含實施或維持禁止與限制之理由，以及該等措施如何符合關稅暨貿易總協定第 11 條第 2 項第(a)款規定，另應提及其在實施禁止或限制前，是否曾考量有其他替代措施。 (c)倘實施禁止或限制糧食出口或銷售之締約方，在實施該項措施的前 3 年間（不包含實施該措施之當年度），為該項糧食之淨進口國者，則該項措施不受本條本項或本條第 4 項之規定。 (d)倘採行或維持本項第(a)款所指措施之任一締約方，在實施該項措施之前 3 年間，為所涉糧食之淨進口國（不包含實施該措施之當年度），因而未依本項第(a)款通知其他締約方，則應在一定合理期間內，向所有其他締約方提供足資證明其在過去 3 年間為

sale for export only of a foodstuff or foodstuffs of which the Party imposing the measure has been a net importer during each of the three calendar years preceding imposition of the measure, excluding the year in which the Party imposes the measure. (d) If a Party that adopts or maintains a measure referred to in subparagraph (a) has been a net importer of each foodstuff subject to that measure during each of the three calendar years preceding imposition of the measure, excluding the year in which the Party imposes the measure, and that Party does not provide the other Parties with a notification under subparagraph (a), the Party shall, within a reasonable period of time, provide to all other Parties trade data demonstrating that it was a net importer of the foodstuff or foodstuffs during these three calendar years. 3. Any Party required to notify a measure pursuant to paragraph 2(a) shall: (a) consult, upon request, with any other Party having a substantial interest as an importer of the foodstuffs subject to the measure, with respect to any matter related to the measure; (b) upon the request of any Party having a substantial interest as an importer of the foodstuffs subject to the measure, provide that Party with relevant economic indicators bearing on whether a critical shortage within the meaning of Article XI.2(a) of GATT 1994 exists	該項糧食淨進口國之貿易資料。 3. 依本條第 2 項第(a)款要求須通知相關措施之任一締約方應： (a)基於與該項措施涉及之糧食有顯著利益之進口締約方要求，與該項措施相關之任何事項展開諮商； (b)基於與該項措施涉及之糧食有顯著利益之進口締約方要求，提供該締約方相關經濟指標，顯示關稅暨貿易總協定第 11 條第 2 項第(a)款所指之嚴重匱乏是否存在，或是將因缺乏該項措施有產生匱乏之虞，以及該項措施如何避免或減輕此嚴重匱乏；以及 (c)自收到提問起 14 日內，以書面方式回應任何其他締約方就有關該項措施之提問。 4. 任何締約方倘認為另一締約方應依本條第 2(a)項規定提出通知，得提請該另一締約方注意。倘其後並未獲致滿意且迅速的解決，認為該項措施應被通知之締約方，得自行向其他締約方提請注意該措施。 5. 依本條第 2 項第(a)款或第 4 項之規定所實施之措施，締約方一般而言應在 6 個月內取消終止該項措施。計畫在實施日起 6 個月後繼續實施該項措施之締約方，應在實施該項措施之日起，最遲不超過 5 個月內，通知其他締約方，並提供本條第 2 項第(b)款所要求之資訊。非經與其他受該項措施禁止或限制出口之糧食進口締約方完成諮商，締約方不應在實施該項措施之日起 12 個月後，繼續實施該項措施。當糧食不再面臨嚴重匱乏或嚴重匱乏之虞時，締約方

or is likely to occur in the absence of the measure, and on how the measure will prevent or relieve the critical shortage; and (c) respond in writing to any question posed by any other Party regarding the measure within 14 days from receipt of the question. 4. Any Party which considers that another Party should have notified a measure under paragraph 2(a) may bring the matter to the attention of such other Party. If the matter is not satisfactorily resolved promptly thereafter, the Party which considers that the measure should have been notified may itself bring the measure to the attention of the other Parties. 5. A Party should ordinarily terminate a measure subject to notification under paragraphs 2(a) or 4 within 6 months of the date it is imposed. A Party contemplating continuation of a measure beyond 6 months from the date it is imposed shall so notify the other Parties no later than 5 months following the date the measure is imposed and provide the information specified in subparagraph 2(b). Unless it has consulted with all other Parties who are net importers of any foodstuff the exportation of which is prohibited or restricted under the measure, the Party shall not continue the measure beyond 12 months from the date it is imposed. The Party shall immediately discontinue the measure at such time that the critical shortage, or threat thereof, no longer exists.	應立即停止該項措施。 6. 任一締約方採購用於非商業人道用途之糧食，均無須受本條第 2 項第(a)款或第 4 條規定而採取通知措施。 [12] 就本條而言，糧食包含供人類消費之魚類及漁業產品。

6. No Party shall apply any measure subject to notification under paragraphs 2(a) or 4 to food purchased for non-commercial humanitarian purposes. [12] For the purpose of this Article, foodstuffs include fish and fisheries products, intended for human consumption.	
Article 2.27: Committee on Agricultural Trade 1. The Parties hereby establish a Committee on Agricultural Trade with representatives of each Party. 2. The Committee on Agricultural Trade shall provide a forum for: (a) promoting trade in agricultural goods between the Parties under this Agreement and other issues as appropriate; (b) monitoring and promoting cooperation on the implementation and administration of this Section, including notification of export restrictions on agricultural products as stipulated in Article 2.26 (Export Restrictions-Food Security), and discussing the cooperative work identified in Article 2.23 (Agricultural Export Subsidies), Article 2.24 (Export Credits, Export Credit Guarantees or Insurance Programmes) and Article 2.25 (Agricultural Export State Trading Enterprises); (c) consultation among the Parties on matters related to this Section in coordination with other committees, subcommittees, working	**第 2.27 條：農業貿易委員會** 1. 締約方茲成立農業貿易委員會，由締約方代表組成。 2. 農業貿易委員會應作為下列事項之論壇： (a)在本協定或其他適當議題下，於各締約方間推廣農產品貿易； (b)就執行或管理本節規定，進行監督及推廣合作，包含依據第 2.26 條對農產品出口限制之通知，以及依據第 2.23 條（農業出口補貼）、第 2.24 條（出口信貸、出口信貸保證或保險計畫）、第 2.25 條（農業出口國營貿易企業）討論合作事項； (c)就本節相關事項，與其他委員會、次級委員會、工作小組及依本協定成立之其他機構進行有關合作事項之各締約方間諮商； (d)執行任何其他貨品貿易委員會及執委會所分配之工作。 3. 農業貿易委員會應於締約方共同決定之時間召開。會議召開之地點與方式應由締約方共同決定。本協定生效後 5 年內，本委員會之召開次數每年不應少於 1 次。

groups, or other bodies established under this Agreement; (d) undertaking any additional work that the Committee on Trade in Goods and the Commission may assign. 3. The Committee on Agricultural Trade shall meet at such times as the Parties mutually decide. Meetings shall take place in such locations and through such means as the Parties mutually decide. During the first five years after entry into force of this Agreement, the Committee shall meet no less than once a year.	
Article 2.28: Agricultural Safeguards Originating agricultural goods from any Party shall not be subject to any duties applied pursuant to any special safeguard taken under the WTO Agreement on Agriculture.	**第 2.28 條：農產品防衛措施** 原產於各締約方之農產品，不應成為世界貿易組織農業協定特別防衛措施所規定之關稅的課稅對象。
Article 2.29: Trade of Products of Modern Biotechnology 1. The Parties confirm the importance of transparency, cooperation and exchanging information related to the trade of products of modern biotechnology. 2. Nothing in this Article shall prevent a Party from adopting measures in accordance with its rights and obligations under the WTO Agreements or other provisions of this Agreement.	**第 2.29 條：現代生物技術產品貿易** 1. 各締約方確認透明度、合作以及有關現代生物技術產品貿易之資訊交換之重要性。 2. 本條款不應妨礙各締約方採行與世界貿易組織協定或與本協定其他條文一致之權利與義務。 3. 本條款不應要求各締約方採行或修改其涉及控制境內現代生物技術產品之法律、規定以及政策。 4. 當可行且符合該締約方之法律、規定及政策時，各締約方應公布下列資訊：

3. Nothing in this Article shall require a Party to adopt or modify its laws, regulations, and policies for the control of products of modern biotechnology within its territory. 4. When available and subject to its laws, regulations and policies, each Party shall make available publicly: (a) any documentation requirements for completing an application for the authorization of a product of modern biotechnology; (b) a summary of any risk or safety assessment that has led to the authorization of a product of modern biotechnology; and (c) a list or lists of the products of modern biotechnology that have been authorized in its territory. 5. Each Party shall identify contact point(s) for the sharing of information on issues related to low level presence (LLP)[13] occurrences. 6. In order to address an LLP occurrence, and with a view to preventing a future LLP occurrence, at the request of an importing Party, an exporting Party shall, where available and subject to its laws, regulations and policies:	(a)任何涉及完成現代生物技術產品之申請核可的文件要求； (b)任何涉及現代生物技術產品核可之風險及安全評估摘要；以及 (c)境內已獲得許可之現代生物技術清單或現代生物技術產品清單。 5. 各締約方應確認負責與低度殘留[13]事項有關之資訊分享之聯絡點。 6. 為了關注低度殘留(low level presence, LLP)事件，以及避免未來低度殘留事件，依照輸入締約方之需求，輸出締約方於法律、規定及政策允許下，應: (a)若輸出締約方與一特定現代生技植物產品之認可有關時，應提供風險或安全評估摘要； (b)輸出締約方對其境內獲有現代生技植物產品認可之任何實體，知悉其聯絡資訊並據信可支配該實體時，應提供: (i)任何既有且經驗證之方法，以檢測在運送過程中的低量現代生技之植物產品； (ii)任何檢測低度殘留事件所需之參考樣本，及 (iii)任何可協助輸入締約方進行風險或安全評估之相關資訊，當適於進行食品安全評估時，應依照國際食品法典委員會附錄3：對重組 DNA 植物衍生食品之安全性評估準則(CAC/GL 45-2003)進行食品安全性評估

(a) provide a summary of the risk or safety assessment or assessments, if any, that the exporting party conducted in connection with an authorization of a specific plant product of modern biotechnology; (b) provide, if known to the exporting Party, contact information for any entity within its territory that received authorization for the plant product of modern biotechnology and whom the Party believes is likely to possess: (i) any existing, validated methods for the detection of the plant product of modern biotechnology found at a low level in a shipment; (ii) any reference sample necessary for the detection of the LLP occurrence; and (iii) relevant information that can be used by the importing Party to conduct a risk or safety assessment or, if a food safety assessment is appropriate, relevant information for a food safety assessment in accordance with Annex 3 of the Codex Guideline for the conduct of Food Safety Assessment of Foods Derived from Recombinant-DNA Plants (CAC/GL 45-2003);and (c) encourage the entity to share information referred to in 2(b) with the importing Party.	(c)鼓勵實體與輸入締約方共享就 2(b)所列資訊； 7. 當發生低度殘留事件時，輸入國於法律、規定及政策允許下，應: (a)通知進口人、進口代理人該低度殘留事件，及進口人為使輸入締約方對於運送過程之低度殘留事件做出處置決定時,所需提交之額外資訊； (b)在允許的狀況下，對輸出締約方提供輸出締約方於低度殘留事件採行之相關之風險或安全性評估摘要； (c)確保施用於低度殘留事件之措施 [14] 對於其國內法律、規定及政策為適切的。 8. 為減少因低度殘留事件產生之貿易障礙： (a)各輸出國應確保其國內法律、規定及政策致力於鼓勵技術發展者，向締約方提出現代生技之植物及其產品之許可申請，及 (b)締約方對於現代生技之植物及其產品之許可應致力於： (i)允許對於現代生技之植物及其產品的許可進行常年性的提交與審查；及 (ii)增加締約方間對於現代生技之植物及其產品之新許可之對話，以增進全球化資訊交流。 9. 因此締約方應於農業貿易委員會下，對於現代生技之植物及其產品建立一工作小組(即工作小組)，以進行訊息交換及現代生技之

7. In the event of an LLP occurrence, the importing Party shall, subject to its laws, regulations and policies: (a) inform the importer or the importer's agent of the LLP occurrence and of any additional information which the importer will be required to submit to allow the importing Party to make a decision on the disposition of the shipment in which the LLP occurrence has been found; (b) when available, provide to the exporting Party a summary of any risk or safety assessment that the importing Party has conducted in connection with the LLP occurrence; (c) ensure that the measures[14] applied to address the LLP occurrence are appropriate to achieve compliance with its domestic laws, regulations and policies. 8. To reduce the likelihood of trade disruptions from LLP occurrences: (a) each exporting party shall consistent with its domestic laws, regulations, and policies endeavor to encourage technology developers to submit applications to Parties for authorization of plants and plant products of modern biotechnology; and (b) a Party authorizing plant and plant products derived from modern biotechnology shall endeavor to:	植物及其產品貿易相關事務之合作。工作小組應包含所有締約方之代表，並以書面告知農業貿易委員會其參與工作小組之意向及工作小組內代表之姓名。 10. 工作小組應提供論壇： (a)根據締約方之法律、規定及政策，對議題資訊進行交換，包含既存即將提出而有關於現代生技之植物及其產品貿易之國內法律、規定及政策，及 (b)當二個以上締約方間對於彼此之現代生技之植物及其產品貿易有興趣時，進一步強化相互合作。 11. 當會員於工作小組下設有具名之代表時，工作小組於彼此間決定下可以私下或任何其他方式進行會談。 [13] 依據本條之目的，低度殘留事項係指藥品或醫療產品用途以外之植物或植物產品之非蓄意低度殘留，亦不包含至少經一國核准使用之去氧核醣核酸植物原料，倘該項植物原料經核准用於食物用途，則須有基於植物性基改食品風險評估準則所做成之食品安全評估。 [14] 於此項中"措施"不包含處罰。 [15] 於此節中，關稅稅率配額僅指依本協議附錄 2-D(關稅消除)貨品關稅減讓承諾表所制定者，確切來說，本節不適用於 WTO 協議貨品關稅減讓承諾表所設定之關稅配額。

(i) allow year-round submission and review of applications for authorization of plants and plant products of modern biotechnology; and (ii) increase communications among and between the Parties regarding new authorizations of plants and plant products of modern biotechnology so as to improve global information exchange. 9. The Parties hereby establish a working group on products of modern biotechnology under the Committee on Agricultural Trade (Working Group) for information exchange and cooperation on trade-related matters associated with products of modern biotechnology. The Working Group shall be comprised of representatives of all Parties that, in writing, inform the Committee on Agricultural Trade that they will participate in the Working Group and name one or more representatives to the Working Group. 10. The Working Group shall provide a forum to: (a) exchange, subject to a Party's laws, regulations and policies, information on issues, including on existing and proposed domestic laws, regulations and policies related to the trade of products of modern biotechnology; and	

(b) further enhance cooperation among two or more Parties, where there is mutual interest related to the trade of products of modern biotechnology. 11. The Working Group may meet in person, or by any other means as mutually determined by the Parties who have named representatives to the Working Group. [13] For purposes of this Article, LLP occurrence means the inadvertent low level presence in a shipment of plants or plant products, except for a plant or plant product that is a medicine or medical product, of rDNA plant material that is authorized for use in at least one country, but not in the importing country, and if authorized for food use, a food safety assessment has been based on the Codex Guideline for the Conduct of a Food Safety Assessment of Food Derived from rDNA plants. [14] For purposes of this paragraph, "measures" does not include penalties.	
Section D: Tariff Rate Quota Administration **Article 2.30: Scope and General Provisions** The Party administering a TRQ shall publish all information concerning its TRQ administration, including the size of quotas and eligibility requirements; and, if the TRQ will be allocated, application procedures, the application deadline, and the methodology or procedures that will be used for the allocation or reallocation, on its	**第 D 節:關稅配額管理** **第 2.30.3 條：範圍及一般規定** 締約方於管理關稅配額時應公布關稅配額管理之所有資訊，包含配額數量及資格要求，以及分配關稅配額時，包括申請程序、申請期限、分配及重分配之方法或程序等，應於關稅配額分配前至少 90 天公布於指定網站。

designated publicly available website at least 90 days prior to the opening date of the TRQ concerned.	
Article 2.32: Allocation[17] In the event that access under a TRQ is subject to an allocation mechanism, each importing Party shall ensure that: (a) Any person of a Party that fulfils the importing Party's eligibility requirements shall be able to apply and to be considered for a quota allocation under the TRQs. (b) Unless otherwise agreed, it does not allocate any portion of the quota to a producer group, condition access to an allocation on the purchase of domestic production, or limit access to an allocation to processors. (c) Each allocation shall be made in commercially viable shipping quantities and, to the maximum extent possible, in the amounts that importers request. (d) An allocation for in-quota imports shall be applicable to any tariff lines subject to the TRQ and be valid throughout the TRQ year. (e) Where the aggregate TRQ quantity requested by applicants exceeds the quota size, allocation to eligible applicants shall be conducted by equitable and transparent methods. (f) Applicants shall have at least four weeks after the opening of the	**第 2.32.1 條：分配**[17] 對於採行分配機制來進口關稅配額者，輸入締約方應確保： (a)締約方任何符合輸入資格要求的人，皆可提出關稅配額申請並獲得分配。 (b)除非另有議定，否則不應將配額之任一部分分配給生產者集團、要求購買國內產品才能進口配額或限制由加工者取得配額。 (c)任何分配應基於商業可運送量，以及儘可能依據進口者之需求量而制定。 (d)配額內進口人輸入貨品應適用於關稅配額涵蓋之所有稅號，且於關稅配額年限內完全適用。 (e)當申請人要求之關稅配額總量超過配額數量時，符合資格申請人之分配應以公平及透明方式實施。 (f)申請人於開放申請日後，應至少有 4 周申請期以提交申請書。 (g)除了依據分配期前 12 個月之進口實績進行全部或部份配額之分配外，配額分配應於配額進口年度開始之 4 周前完成。當締約方依據分配期前 12 個月之進口實績進行全部或部份配額之分配時，締約方應於配額進口年度開始之 4 周前訂定全部分配量之暫時分配額度，而包含任何修訂之最終分配決定，應於配額進口年度開始前完成並告知申請人。

application period to submit their applications. (g) Quota allocation takes place no later than four weeks before the opening of the quota period, except where allocation is based in whole or in part on import performance during the 12-month period immediately preceding the quota period. Where the Party bases an allocation in whole or in part on import performance during the 12-month period immediately preceding the quota period, the Party shall make a provisional allocation of the full quota amount no later than four weeks before the opening of the quota period. All final allocation decisions, including any revisions, shall be made and communicated to applicants by the beginning of the quota period. [17] For the purposes of this Section, "allocation mechanism" includes any system where access to the TRQ is granted on a basis other than first-come first-served.	[17] 於此條中，分配機制係包含非基於先到先配方式取得關稅配額之任何方式。
Article 2.33.2: Return and Reallocation of Quotas Each Party shall publish on a regular basis on its designated publicly available web site all information concerning amounts allocated, amounts returned and, when available, quota utilisation rates. In addition, each Party shall publish on the same web site amounts available for reallocation, and the application deadline, at least two weeks prior to the date the Party will begin accepting applications for reallocations.	**第 2.33.2 條：配額之返還或重分配** 各締約方應於指定之公眾可查詢網頁，定期公布所有資訊，包括已分配量、返還額度，以及在許可狀況下公布配額使用率。此外，各締約方應於相同網站公布可重分配數量，且其申請截止日應至少在締約方開始接受重分配申請之 2 周後。
Article 2.34: Transparency	**第 2.34 條：透明化**

2. Where a TRQ is administered by an allocation mechanism, the name and address of allocation holders shall be published on the designated publicly available website. 4. Where a TRQ is administered on a first-come, first-served basis, and when a TRQ of an importing Party fills, that Party shall publish a notice to this effect on its designated publicly available website within 10 days.	2. 當關稅配額依分配機制進行管理時，配額持有人之姓名及地址應被公開於指定且公眾可查詢之網站。 4. 當關稅配額依先到先配方式進行管理，且當輸入締約方之關稅配額已完全執行時，該締約方應於 10 天內將此結果公布於其指定且公眾可查詢之網站。

第 7 章 食品安全檢驗與動植物防疫檢疫措施(SPS)

原文	參考譯文
Article 7.1: Definitions 1. The definitions in Annex A of the SPS Agreement are incorporated into this Chapter and shall form part of this Chapter, mutatis mutandis. 2. In addition, for the purposes of this Chapter: **competent authority** means a government body of each Party responsible for measures and matters referred to in this Chapter; **emergency measure** means a sanitary or phytosanitary measure that is applied by an importing Party to another Party to address an urgent problem of human, animal or plant life or health protection that arises or threatens to arise in the Party applying the measure;	**第 7.1 條：定義** 1. 世界貿易組織食品安全檢驗與動植物防疫檢疫措施協定附件 A 所載定義，納入本章且應為本章之一部分，並準用之。 2. 此外，基於本章之目標： **主管機關(competent authority)**意即各締約方負責本章之措施與相關事宜之政府機關； **緊急措施(emergency measure)**意即一進口締約方對另一締約方所採行的食品安全檢驗與動植物防疫檢疫措施，用以處理引起或威脅引起採行該措施締約方之人類、動物或植物生命或健康保護之緊急問題； **進口檢查(import check)**意即檢驗、試驗、採樣、文件審查、測試或程序，包括實驗室、感官的或特性的，由進口締約方或其代表於

import check means an inspection, examination, sampling, review of documentation, test or procedure, including laboratory, organoleptic or identity, conducted at the border by an importing Party or its representative to determine if a consignment complies1 with the sanitary and phytosanitary requirements of the importing Party; **import programme** means mandatory sanitary or phytosanitary policies, procedures or requirements of an importing Party that govern the importation of goods; **primary representative** means the government body of a Party that is responsible for the implementation of this Chapter and the coordination of that Party's participation in Committee activities under Article 7.5 (Committee on Sanitary and Phytosanitary Measures); **risk analysis** means the process that consists of three components: risk assessment; risk management; and risk communication; **risk communication** means the exchange of information and opinions concerning risk and risk-related factors between risk assessors, risk managers, consumers and other interested parties; and	邊境執行，以決定貨品是否符合[1]進口締約方食品安全檢驗與動植物防疫檢疫規定； **進口計畫(import programme)**意即進口締約方主管貨品進口之強制性食品安全檢驗與動植物防疫檢疫政策、程序或規定； **主要代表(primary representative)**意即一締約方負責執行本章且協調該締約方參與第 7.5 條下(食品安全檢驗與動植物防疫檢疫措施委員會)委員會活動之政府機關； **風險分析(risk analysis)**意即包括風險評估、風險管理與風險溝通 3 個組成之程序； **風險溝通(risk communication)**意即風險評估者、風險管理者、消費者與其他利益攸關方間，交換風險與風險相關因素之資訊與意見；及 **風險管理(risk management)**意即，倘必要，根據風險評估結果衡量政策替代方案，選擇與執行適當管制選項，包括監管措施。 [1] 為臻明確，締約方認知進口檢查為評量遵循進口締約方食品安全檢驗與動植物防疫檢疫措施之諸多工具之一。

risk management means the weighing of policy alternatives in light of the results of risk assessment and, if required, selecting and implementing appropriate control options, including regulatory measures. [1] For greater certainty, the Parties recognise that import checks are one of many tools available to assess compliance with an importing Party's sanitary and phytosanitary measures.	
Article 7.2: Objectives The objectives of this Chapter are to: (a) protect human, animal or plant life or health in the territories of the Parties while facilitating and expanding trade by utilising a variety of means to address and seek to resolve sanitary and phytosanitary issues; (b) reinforce and build on the SPS Agreement; (c) strengthen communication, consultation and cooperation between the Parties, and particularly between the Parties' competent authorities and primary representatives; (d) ensure that sanitary or phytosanitary measures implemented by a Party do not create unjustified obstacles to trade; (e) enhance transparency in and understanding of the application of each Party's sanitary and phytosanitary measures; and (f) encourage the development and adoption of international	**第 7.2 條：宗旨** 本章之宗旨為： (a)保護締約方境內人類、動物或植物生命或健康的同時，利用各種方法尋求解決食品安全檢驗與動植物防疫檢疫議題，以便捷並擴展貿易； (b)加強並建構於 SPS 協定上； (c)強化締約方間溝通、諮商與合作，特別是締約方之主管機關與主要代表間； (d)確保締約方執行食品安全檢驗與動植物防疫檢疫措施不造成不合理之貿易障礙； (e)促進各締約方採行之食品安全檢驗與動植物防疫檢疫措施之透明化與瞭解； (f)鼓勵研擬與採認國際標準、準則與建議，並推動締約方對其之執行。

standards, guidelines and recommendations, and promote their implementation by the Parties.	
Article 7.3: Scope 1. This Chapter shall apply to all sanitary and phytosanitary measures of a Party that may, directly or indirectly, affect trade between the Parties. 2. Nothing in this Chapter prevents a Party from adopting or maintaining halal requirements for food and food products in accordance with Islamic law.	**第 7.3 條：範圍** 1. 本章應適用締約方所有可能，直接或間接，影響締約方間貿易之食品安全檢驗與動植物防疫檢疫措施。 2. 本章之任何規定不得限制締約方採行或維持依據伊斯蘭法律之清真食品規定。
Article 7.4: General Provisions 1. The Parties affirm their rights and obligations under the SPS Agreement. 2. Nothing in this Agreement shall limit the rights and obligations that each Party has under the SPS Agreement.	**第 7.4 條：總則** 1. 締約方確認其 SPS 協定下之權利與義務。 2. 本協定之任何規定不得限制締約方於 SPS 協定下之權利與義務。
Article 7.5: Committee on Sanitary and Phytosanitary Measures 1. For the purposes of the effective implementation and operation of this Chapter, the Parties hereby establish a Committee on Sanitary and Phytosanitary Measures (Committee), composed of government representatives of each Party responsible for sanitary and phytosanitary matters.	**第 7.5 條：食品安全檢驗與動植物防疫檢疫措施委員會** 1. 為有效執行與運作本章，締約方特此建置食品安全檢驗與動植物防疫檢疫措施委員會(委員會)，由各締約方負責食品安全檢驗與動植物防疫檢疫事務政府代表組成。 2. 委員會宗旨為： (a)促進各締約方對本章之執行； (b)考量具互利之食品安全檢驗與動植物防疫檢疫事宜；以及

2. The objectives of the Committee are to: (a) enhance each Party's implementation of this Chapter; (b) consider sanitary and phytosanitary matters of mutual interest; and (c) enhance communication and cooperation on sanitary and phytosanitary matters. 3. The Committee: (a) shall provide a forum to improve the Parties' understanding of sanitary and phytosanitary issues that relate to the implementation of the SPS Agreement and this Chapter; (b) shall provide a forum to enhance mutual understanding of each Party's sanitary and phytosanitary measures and the regulatory processes that relate to those measures; (c) shall exchange information on the implementation of this Chapter; (d) shall determine the appropriate means, which may include ad hoc working groups, to undertake specific tasks related to the functions of the Committee; (e) may identify and develop technical assistance and cooperation projects between the Parties on sanitary and phytosanitary measures; (f) may serve as a forum for a Party to share information on a sanitary or phytosanitary issue that has arisen between it and another	(c)促進食品安全檢驗與動植物防疫檢疫事宜之溝通與合作。 3.委員會： (a)應提供一論壇，以改進締約方對執行 SPS 協定及本章有關之食品安全檢驗與動植物防疫檢疫議題之瞭解； (b)應提供一論壇，以促進各締約方相互瞭解食品安全檢驗與動植物防疫檢疫措施及措施相關之監管程序； (c)應交換執行本章之資訊； (d)應決定適當方法，包括特別工作小組，以執行委員會有關之特定工作； (e)在食品安全檢驗與動植物防疫檢疫措施領域，締約方間得鑑別並研擬技術協助與合作計畫； (f)倘產生議題的締約方間已先企圖透過彼此討論解決該議題，(本委員會)得作為締約方與另一或其他締約方間產生食品安全檢驗與動植物防疫檢疫議題分享資訊之論壇；及 (g)得就 SPS 協定第 12 條所建立之 WTO SPS 委員會、國際食品法典委員會、世界動物衛生組織及國際植物保護公約等組織主辦之會議有關事宜與立場進行諮商。 4. 委員會應於首次會議建立其職權範圍，視需要得修定該等條款。 5. 委員會應於本協定生效日一年內召開會議，除締約方另同意外，其後每年集會一次。

Party or Parties, provided that the Parties between which the issue has arisen have first attempted to address the issue through discussions between themselves; and (g) may consult on matters and positions for the meetings of the Committee on Sanitary and Phytosanitary Measures established under Article 12 of the SPS Agreement (WTO SPS Committee), and meetings held under the auspices of the Codex Alimentarius Commission, the World Organisation for Animal Health and the International Plant Protection Convention. 4. The Committee shall establish its terms of reference at its first meeting and may revise those terms as needed. 5. The Committee shall meet within one year of the date of entry into force of this Agreement and once a year thereafter unless Parties agree otherwise.	
Article 7.6: Competent Authorities and Contact Points Each Party shall provide the other Parties with a written description of the sanitary and phytosanitary responsibilities of its competent authorities and contact points within each of these authorities and identify its primary representative within 60 days of the date of entry into force of this Agreement for that Party. Each Party shall keep this	**第 7.6 條：主管機關與聯絡點** 締約各方應於本協定生效 60 日內以書面提供締約他方其食品安全檢驗與動植物防疫檢疫主管機關之權責說明與其聯絡點，並確認其主要代表締約各方應維持該等資訊為最新。

information up to date.	
Article 7.7: Adaptation to Regional Conditions, Including Pest- or Disease-Free Areas and Areas of Low Pest or Disease Prevalence 1. The Parties recognise that adaptation to regional conditions, including regionalisation, zoning and compartmentalisation, is an important means to facilitate trade. 2. The Parties shall take into account the relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations. 3. The Parties may cooperate on the recognition of pest- or disease-free areas, and areas of low pest or disease prevalence with the objective of acquiring confidence in the procedures followed by each Party for the recognition of pest- or disease-free areas, and areas of low pest or disease prevalence. 4. When an importing Party receives a request for a determination of regional conditions from an exporting Party and determines that the information provided by the exporting Party is sufficient, it shall initiate an assessment within a reasonable period of time.	**第 7.7 條：區域性條件之適應：包括有害生物或疫病之非疫區以及低有害生物與疫病流行疫區** 1. 締約方認知區域性條件適應，包括區域化及場域化，係便捷貿易之重要方式。 2. 締約方應考量 WTO SPS 委員會及國際標準、準則與建議之相關指導。 3. 締約方得於認定有害生物或疫病之非疫地區及低有害生物與疫病流行疫區上進行合作，為達使各締約方於此認定程序上獲得信心之目的。 4. 當進口締約方於接獲出口締約方要求判定區域化條件，且判定出口締約方所提供之資料充足時，其應於合理期間內啟動評估。 5. 當進口締約方應要求開始第 4 款下之判定區域化條件評估時，進口締約方須於出口締約方提出要求時，立即說明判定區域化條件之程序。 6. 當出口締約方提出要求，進口締約方應通知出口締約方其要求判定區域化條件之評估狀況。 7. 當進口締約方採行認定出口締約方特定區域化條件之措施時，進口締約方應就該措施以書面形式與出口締約方溝通，並於合理期間內執行該措施。 8. 進口及出口締約方涉及特定區域化條件認定時，於該狀態改變之情況下，得事先決定適用於雙方貿易之風險管理措施。

5. When an importing Party commences an assessment of a request for a determination of regional conditions under paragraph 4, that Party shall promptly, on request of the exporting Party, explain its process for making the determination of regional conditions. 6. On request of the exporting Party, the importing Party shall inform the exporting Party of the status of the assessment of the exporting Party's request for a determination of regional conditions. 7. When an importing Party adopts a measure that recognises specific regional conditions of an exporting Party, the importing Party shall communicate that measure to the exporting Party in writing and implement the measure within a reasonable period of time. 8. The importing and exporting Parties involved in a particular determination may also decide in advance the risk management measures that will apply to trade between them in the event of a change in the status. 9. The Parties involved in a determination recognising regional conditions are encouraged, if mutually agreed, to report the outcome to the Committee.	9. 鼓勵涉及決定區域性條件認定之締約方，倘雙方同意，將其結果向委員會報告。 10. 如評估出口締約方提供之證據無法達成有害生物或疫病之非疫區以及低有害生物與疫病流行疫區之認定時，進口締約方須提供出口締約方該決定之合理解釋。 11. 如因故致進口締約方修改或撤銷認同區域性條件之判定時，應出口締約方要求，雙方應合作評估是否可恢復該判定。

10. If the evaluation of the evidence provided by the exporting Party does not result in a determination to recognise pest- or disease-free areas, or areas of low pest and disease prevalence, the importing Party shall provide the exporting Party with the rationale for its determination. 11. If there is an incident that results in the importing Party modifying or revoking the determination recognising regional conditions, on request of the exporting Party, the Parties involved shall cooperate to assess whether the determination can be reinstated.	
Article 7.8: Equivalence 1. The Parties acknowledge that recognition of the equivalence of sanitary and phytosanitary measures is an important means to facilitate trade. Further to Article 4 of the SPS Agreement, the Parties shall apply equivalence to a group of measures or on a systems- wide basis, to the extent feasible and appropriate. In determining the equivalence of a specific sanitary or phytosanitary measure, group of measures or on a systems-wide basis, each Party shall take into account the relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations. 2. On request of the exporting Party, the importing Party shall explain	**第 7.8 條：同等效力** 1. 締約方認知食品安全檢驗與動植物防疫檢疫措施之同等效力係便捷貿易之重要方式。繼 SPS 協定第 4 條，締約方應在可行與適當範圍內於一套措施或於整個系統適用同等效力。在決定一特定食品安全檢驗與動植物防疫檢疫措施、或一套措施或整個系統之同等效力時，每一締約方應考量 WTO SPS 委員會及國際標準、準則與建議之相關指導。 2. 應出口締約方要求，進口締約方應提出其食品安全檢驗或動植物防疫檢疫措施之目的及合理解釋，並明確指出食品安全檢驗或動植物防疫檢疫措施所欲處理之風險。 3. 當進口締約方接獲出口締約方同等效力評估之要求，且判定出口締約方所提供之資料充足時，進口締約方應於合理期間內啟動評

the objective and rationale of its sanitary or phytosanitary measure and clearly identify the risk the sanitary or phytosanitary measure is intended to address. 3. When an importing Party receives a request for an equivalence assessment and determines that the information provided by the exporting Party is sufficient, it shall initiate the equivalence assessment within a reasonable period of time. 4. When an importing Party commences an equivalence assessment, that Party shall promptly, on request of the exporting Party, explain its equivalence process and plan for making the equivalence determination and, if the determination results in recognition, for enabling trade. 5. In determining the equivalence of a sanitary or phytosanitary measure, an importing Party shall take into account available knowledge, information and relevant experience, as well as the regulatory competence of the exporting Party. 6. The importing Party shall recognise the equivalence of a sanitary or phytosanitary measure if the exporting Party objectively demonstrates to the importing Party that the exporting Party's measure:	估。 4. 當進口締約方開始一同等效力評估時，應出口締約方要求，進口締約方應盡速說明其認定同等效力之程序及計畫，如其結果判定為同等效力認可時，應使貿易達成。 5. 於決定食品安全檢驗或動植物防疫檢疫措施同等效力時，進口締約方應考量現有知識、資訊與相關經驗，及出口締約方之監管能力。 6. 進口締約方應認定出口締約方措施之同等性，倘出口締約方向進口締約方客觀的證明其食品安全檢驗或動植物防疫檢疫措施： (a)達到與進口締約方之措施相同保護水準；或 (b)與進口締約方之措施在達到目的上具相同效果[2]。 7. 當進口締約方認定出口締約方之一個特定食品安全檢驗或動植物防疫檢疫措施、或一套措施或整個系統之同等效力時，進口締約方應就其所採認之措施與出口締約方以書面溝通，並於合理期間內執行該措施。 8. 鼓勵涉及對同等效力做出認定之締約方，倘雙方同意，向本委員會報告其結果。 9. 倘同等效力之決定未獲進口締約方認可，則進口締約方應提供出口締約方此決定之合理解釋。 [2] 針對本次款，任一締約方均不應訴諸第 28 章(爭端解決)。

(a) achieves the same level of protection as the importing Party's measure; or (b) has the same effect in achieving the objective as the importing Party's measure.2 7. When an importing Party adopts a measure that recognises the equivalence of an exporting Party's specific sanitary or phytosanitary measure, group of measures or measures on a systems-wide basis, the importing Party shall communicate the measure it has adopted to the exporting Party in writing and implement the measure within a reasonable period of time. 8. The Parties involved in an equivalence determination that results in recognition are encouraged, if mutually agreed, to report the outcome to the Committee. 9. If an equivalence determination does not result in recognition by the importing Party, the importing Party shall provide the exporting Party with the rationale for its decision. [2] No Party shall have recourse to dispute settlement under Chapter 28 (Dispute Settlement) for this subparagraph.	

Article 7.9: Science and Risk Analysis 1. The Parties recognise the importance of ensuring that their respective sanitary and phytosanitary measures are based on scientific principles. 2. Each Party shall ensure that its sanitary and phytosanitary measures either conform to the relevant international standards, guidelines or recommendations or, if its sanitary and phytosanitary measures do not conform to international standards, guidelines or recommendations, that they are based on documented and objective scientific evidence that is rationally related to the measures, while recognising the Parties' obligations regarding assessment of risk under Article 5 of the SPS Agreement.[3] 3. Recognising the Parties' rights and obligations under the relevant provisions of the SPS Agreement, nothing in this Chapter shall be construed to prevent a Party from: (a) establishing the level of protection it determines to be appropriate; (b) establishing or maintaining an approval procedure that requires a risk analysis to be conducted before the Party grants a product access to its market; or	**第 7.9 條：科學及風險分析** 1. 締約方認知確保其各自之食品安全檢驗與動植物防疫檢疫措施係基於科學原則之重要性。 2. 各締約方應確保其食品安全檢驗與動植物防疫檢疫措施係遵循相關國際標準、準則或建議，或如其食品安全檢驗與動植物防疫檢疫措施未符合國際標準、準則或建議時，應基於合理且與該措施相關之紀載或客觀之科學證據，同時認可各締約方於 SPS 協定第 5 條有關風險評估之義務[3]。 3. 認知各締約方於 SPS 協定相關條款之權利與義務，本章不應詮釋以阻止一締約方： (a)建立其認為適當之保護水準； (b)建立或維持該締約方之核准程序，要求執行風險分析後始准許一產品進入其市場；或 (c)採用或維持一暫行的食品安全檢驗或動植物防疫檢疫措施。 4. 各締約方應： (a)當存在相同或相似情形時，確保其食品安全檢驗與動植物防疫檢疫措施對締約雙方無恣意或無理之歧視，包括於其境內及其他締約方之境內；以及 (b)以錄案方式執行風險分析，並由該締約方以自主方式提供利益攸關者或其他締約方評論意見之機會[4]。

(c) adopting or maintaining a sanitary or phytosanitary measure on a provisional basis. 4. Each Party shall: (a) ensure that its sanitary and phytosanitary measures do not arbitrarily or unjustifiably discriminate between Parties where identical or similar conditions prevail, including between its own territory and that of other Parties; and (b) conduct its risk analysis in a manner that is documented and that provides interested persons and other Parties an opportunity to comment, in a manner to be determined by that Party[4]. 5. Each Party shall ensure that each risk assessment it conducts is appropriate to the circumstances of the risk at issue and takes into account reasonably available and relevant scientific data, including qualitative and quantitative information. 6. When conducting its risk analysis, each Party shall:. (a) take into account relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations; (b) consider risk management options that are not more trade restrictive5 than required, including the facilitation of trade by not	5. 各締約方應確保所執行之每一風險評估於該風險情形下係妥適，並考量合理可得且相關科學數據，包括質化及量化資訊。 6. 當執行其風險分析時，各締約方應： (a)考量 WTO SPS 委員會及國際標準、準則與建議相關指導； (b)考量不超過所需貿易限制[5]之風險管理選項，包括不採取任何措施以便捷貿易，以達到該締約方認為適當之保護水準者；以及 (c)考量技術與經濟之可行性，採取不超過所需貿易限制之風險管理選項，以達到食品安全檢驗或動植物防疫檢疫目的。 7. 倘進口締約方需風險分析以評估出口締約方要求授權進口商品時，應出口締約方要求，進口締約方應提供風險評估所需資料之說明。當進口締約方收到出口締約方提出所需資料時，進口締約方應按照其程序、政策、資源及法律與規範表訂工作時程，以盡力便捷該授權要求之評估。 8. 應出口締約方要求，進口締約方應通知出口締約方一特定風險分析要求之進展，及於該程序內任何可能發生之延遲。 9. 倘進口締約方依據風險分析結果，採認一食品安全檢驗或動植物防疫檢疫措施可允許貿易展開或重新啟動時，進口締約方應於合理期間內實施該措施。 10. 不損及第 7.14 條(緊急措施)之下，倘進口締約方開始其食品安全檢驗或動植物防疫檢疫措施之審查時，已核准該產品進口，任一締約方不應僅因進口締約方正進行審查其食品安全檢驗或動植物

taking any measure, to achieve the level of protection that the Party has determined to be appropriate; and (c) select a risk management option that is not more trade restrictive than required to achieve the sanitary or phytosanitary objective, taking into account technical and economic feasibility. 7. If an importing Party requires a risk analysis to evaluate a request from an exporting Party to authorise importation of a good of that exporting Party, the importing Party shall provide, on request of the exporting Party, an explanation of the information required for the risk assessment. On receipt of the required information from the exporting Party, the importing Party shall endeavour to facilitate the evaluation of the request for authorisation by scheduling work on this request in accordance with the procedures, policies, resources, and laws and regulations of the importing Party. 8. On request of the exporting Party, the importing Party shall inform the exporting Party of the progress of a specific risk analysis request, and of any delay that may occur during the process. 9. If the importing Party, as a result of a risk analysis, adopts a sanitary or phytosanitary measure that allows trade to commence or resume, the importing Party shall implement the measure within a reasonable	防疫檢疫措施而停止進口另一締約方之貨品。 [3] 針對本項，任一締約方不得訴諸第 28 章(爭端解決)。 [4] 為臻明確，第 4(b)款僅適用於食品安全檢驗或動植物防疫檢疫措施之風險分析，其構成 SPS 協定附件 B 目的之食品安全檢驗或動植物防疫檢疫法規。 [5] 就第 6(b)及第 6(c)款之目的而言，考量技術與經濟可行性前提下，除非有其他更合理可得之選擇可達成適當的食品安全檢驗或動植物防疫檢疫保護水準，且明顯對貿易較少限制，否則原風險管理選項即被認為未超過所需的貿易限制。

period of time. 10. Without prejudice to Article 7.14 (Emergency Measures), no Party shall stop the importation of a good of another Party solely for the reason that the importing Party is undertaking a review of its sanitary or phytosanitary measure, if the importing Party permitted the importation of that good of the other Party when the review was initiated. [3] No Party shall have recourse to dispute settlement under Chapter 28 (Dispute Settlement) for this paragraph. [4] For greater certainty, paragraph 4(b) applies only to a risk analysis for a sanitary or phytosanitary measure that constitutes a sanitary or phytosanitary regulation for the purposes of Annex B of the SPS Agreement. [5] For the purposes of paragraphs 6(b) and 6(c), a risk management option is not more trade-restrictive than required unless there is another option reasonably available, taking into account technical and economic feasibility, that achieves the appropriate level of sanitary or phytosanitary protection and is significantly less restrictive to trade.	
Article 7.10: Audits[6] 1. To determine an exporting Party's ability to provide required assurances and meet the sanitary and phytosanitary measures of the importing Party, each importing Party shall have the right, subject to	**第 7.10 條：查核 [6]** 1. 為決定一出口締約方提供所要求之符合性保證及符合進口締約方食品安全檢驗與動植物防疫檢疫措施之能力，各進口締約方根據

this Article, to audit the exporting Party's competent authorities and associated or designated inspection systems. That audit may include an assessment of the competent authorities' control programmes, including: if appropriate, reviews of the inspection and audit programmes; and on-site inspections of facilities. 2. An audit shall be systems-based and designed to check the effectiveness of the regulatory controls of the competent authorities of the exporting Party. 3. In undertaking an audit, a Party shall take into account relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations. 4. Prior to the commencement of an audit, the importing Party and exporting Party involved shall discuss the rationale and decide: the objectives and scope of the audit; the criteria or requirements against which the exporting Party will be assessed; and the itinerary and procedures for conducting the audit. 5. The auditing Party shall provide the audited Party the opportunity to comment on the findings of the audit and take any such comments into account before the auditing Party makes its conclusions and takes any	此條款應有權查核出口締約方之主管機關及其附屬或指定之檢查系統。查核得包括主管機關控管計畫之評估，倘適當，包含審查檢查與查核計畫，及實地設施檢查。 2. 查核應以系統為基礎，且係針對出口締約方主管機關之監管效能檢查。 3. 執行查核，締約方應考量 WTO SPS 委員會及國際標準、準則與建議相關指導。 4. 在查核開始前，涉及之進口締約方及出口締約方應討論其基本依據並決定：查核目標與範圍、出口締約方將被評估之標準或要求，及執行查核之行程與程序。 5. 查核締約方應提供受查核締約方對查核結果表示意見之機會，任何這類意見應在查核方作成結論及採取任何行動前被考量。查核方應於合理的期間內提供其查核結論之書面報告予受查核方。 6. 查核締約方依查核結果所採取之決策或行動，應佐以可被驗證之客觀證據及資料，且考量查核方對受查核方之知識、相關經驗與信任。該客觀證據及資料應依要求提供予受查核方。 7. 查核締約方產生之成本應自行承擔，除非雙方另有決議。 8. 查核締約方與受查核締約方應各自確保設立程序以防止洩漏查核過程中取得之機密資訊。 [6] 為臻明確，本條款中無任何阻止進口締約方執行設施檢查，以決定該設施是否符合該進口締約方之食品安全檢驗或動植物防疫檢疫規定，或是否符合該進口締約方已決定之具同等效力食品安全檢驗或動植物防疫檢疫規定。

action. The auditing Party shall provide a report setting out its conclusions in writing to the audited Party within a reasonable period of time. 6. A decision or action taken by the auditing Party as a result of the audit shall be supported by objective evidence and data that can be verified, taking into account the auditing Party's knowledge of, relevant experience with, and confidence in, the audited Party. This objective evidence and data shall be provided to the audited Party on request. 7. The costs incurred by the auditing Party shall be borne by the auditing Party, unless both Parties decide otherwise. 8. The auditing Party and audited Party shall each ensure that procedures are in place to prevent the disclosure of confidential information that is acquired during the audit process. [6] For greater certainty, nothing in this Article prevents an importing Party from performing an inspection of a facility for the purposes of determining if the facility conforms with the importing Party's sanitary or phytosanitary requirements or conforms with sanitary or phytosanitary requirements that the importing Party has determined to be equivalent to its sanitary or phytosanitary requirements.	

Article 7.11: Import Checks 1. Each Party shall ensure that its import programmes are based on the risks associated with importations, and the import checks are carried out without undue delay.[7] 2. A Party shall make available to another Party, on request, information on its import procedures and its basis for determining the nature and frequency of import checks, including the factors it considers to determine the risks associated with importations. 3. A Party may amend the frequency of its import checks as a result of experience gained through import checks or as a result of actions or discussions provided for in this Chapter. 4. An importing Party shall provide to another Party, on request, information regarding the analytical methods, quality controls, sampling procedures and facilities that the importing Party uses to test a good. The importing Party shall ensure that any testing is conducted using appropriate and validated methods in a facility that operates under a quality assurance programme that is consistent with international laboratory standards. The importing Party shall maintain physical or electronic documentation regarding the identification, collection, sampling, transportation and storage of the test sample, and	**第 7.11 條：進口檢查** 1. 各締約方應確保其進口計畫係基於進口相關風險，以及進口檢查之實施無不必要之延遲[7]。 2. 締約方，應要求，應告知另一締約方其進口程序之資訊及其決定進口檢查性質與頻率之基礎，包括其決定進口相關風險所考量之因素。 3. 締約方得基於進口檢查經驗或依據本章規定之作為或討論結果，修訂其進口檢查頻率。 4. 進口締約方，應要求，應提供另一締約方有關分析方法、品質管理、採樣程序和進口締約方用以測試貨品之設備等資訊。進口締約方應確保採適當且確效方法執行任何測試，且其操作係與國際實驗室標準一致之品質保證計畫之設施執行。進口締約方應保留有關識別、收集、採樣、運輸與儲存供試樣品以及用於供試樣品的分析方法等之實體或電子文件。 5. 進口締約方應確保其針對食品安全檢驗與動植物防疫檢疫措施不合格結果之最後決定，限於合理且必要，並具相關可得之科學合理性。 6. 倘進口締約方基於進口檢查的不利結果禁止或限制另一締約方之貨物進口，進口締約方應將不利結果至少通知下列之一：進口商或其代理商、出口商、生產廠家、或出口締約方。 7. 進口締約方依據第六款進行通知時，應： (a)包括

the analytical methods used on the test sample. 5. An importing Party shall ensure that its final decision in response to a finding of non- conformity with the importing Party's sanitary or phytosanitary measure, is limited to what is reasonable and necessary, and is rationally related to the available science. 6. If an importing Party prohibits or restricts the importation of a good of another Party on the basis of an adverse result of an import check, the importing Party shall provide a notification about the adverse result to at least one of the following: the importer or its agent; the exporter; the manufacturer; or the exporting Party. 7. When the importing Party provides a notification pursuant to paragraph 6, it shall: (a) include: (i) the reason for the prohibition or restriction; (ii) the legal basis or authorisation for the action; and (iii) information on the status of the affected goods and, if appropriate, on their disposition; (b) do so in a manner consistent with its laws, regulations and requirements as soon as possible and no later than seven days8 after the date of the decision to prohibit or restrict, unless the good is	(i)禁止或限制的理由； (ii)其作為之法律基礎或授權；及 (iii)受影響貨品之狀態資訊及，倘適當，亦含其處置之資訊； (b)在符合其法律、法規與規定下，除非貨品受海關當局扣押，儘速且不遲於其作成禁止或限制決定之七日內 8 通知；及 (c)如通知未曾透過另一管道提供，如可行，即以電子方式傳遞通知。 8. 進口締約方基於進口檢查不利結果禁止或限制另一方之貨品進口，應提供檢討該決定的機會，任何提交以協助檢討之相關資料應被考量。檢討之要求與資訊應在合理的期間內 9 提交給進口締約方。 9. 如進口締約方判斷有顯著、持續或重複出現之不符合其食品安全檢驗與動植物防疫檢疫措施之情形，進口締約方應將之通知出口締約方。 10. 應要求，進口締約方應提供出口締約方有關貨品不符合進口方食品安全檢驗與動植物防疫檢疫措施之資訊。 [7] 為臻明確，本項中無任何阻止締約方執行進口檢查以獲得資訊評估風險或決定以風險為基礎之進口計畫的需求、發展或週期性檢討。 [8] 就本款之目的，所指之「日數」不計入進口締約方之國定假日。 [9] 為臻明確，本條款無任何阻止進口締約方處理具傳染性病原體或害蟲之貨品，因其如無採取緊急行動，將於該締約方境內散播及傷害人類、動物或植物生命

seized by a customs administration; and (c) if the notification has not already been provided through another channel, transmit the notification by electronic means, if practicable. 8. An importing Party that prohibits or restricts the importation of a good of another Party on the basis of an adverse result of an import check shall provide an opportunity for a review of the decision and consider any relevant information submitted to assist in the review. The review request and information should be submitted to the importing Party within a reasonable period of time.[9] [7] For greater certainty, nothing in this Article prohibits a Party from performing import checks to obtain information to assess risk or to determine the need for, develop or periodically review a risk-based import programme. [8] For the purposes of this paragraph, the term "days" does not include national holidays of the importing Party. [9] For greater certainty, nothing in this Article prevents an importing Party from disposing of goods which are found to have an infectious pathogen or pest that, if urgent action is not taken, can spread and cause damage to human, animal or plant life or health in the Party's territory.	或健康。
Article 7.12: Certification 1. The Parties recognise that assurances with respect to sanitary or phytosanitary requirements may be provided through means other than	**第 7.12 條：發證** 1. 締約方認知有關食品安全檢驗與動植物防疫檢疫規定之符合性保證得透過除證書以外之方式，且不同系統亦可能達成相同食品安

certificates and that different systems may be capable of meeting the same sanitary or phytosanitary objective. 2. If an importing Party requires certification for trade in a good, the Party shall ensure that the certification requirement is applied, in meeting the Party's sanitary or phytosanitary objectives, only to the extent necessary to protect human, animal or plant life or health. 3. In applying certification requirements, an importing Party shall take into account relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations. 4. An importing Party shall limit attestations and information it requires on the certificates to essential information that is related to the sanitary or phytosanitary objectives of the importing Party. 5. An importing Party should provide to another Party, on request, the rationale for any attestations or information that the importing Party requires to be included on a certificate. 6. The Parties may agree to work cooperatively to develop model certificates to accompany specific goods traded between the Parties, taking into account relevant guidance of the WTO SPS Committee and	全檢驗與動植物防疫檢疫之目標。 2. 倘進口締約方要求為一貨品貿易發證，該方應確保其發證要求係適用於達成其食品安全檢驗與動植物防疫檢疫目標，且僅限於為保護人類、動植物生命與健康所必須。 3. 在適用發證要求時，進口締約方應考量 WTO SPS 委員會與國際標準、準則和建議之相關指導。 4. 進口締約方為其所要求之證明書之認證書及資訊應限於與其食品安全檢驗與動植物防疫檢疫目標有關之必要資訊。 5. 應要求，進口締約方應提供另一締約方，有關進口方要求納入證明書之任何認證書或資訊之合理性。 6. 締約方得同意共同合作以研擬締約方間特定貿易貨品檢附之證明書範本，且考量 WTO SPS 委員會及國際標準、準則和建議之相關指導。 7. 締約方應推動執行電子證書及其他技術以便捷貿易。

international standards, guidelines and recommendations. 7. The Parties shall promote the implementation of electronic certification and other technologies to facilitate trade.	
Article 7.13: Transparency[10] 1. The Parties recognise the value of sharing information about their sanitary and phytosanitary measures on an ongoing basis, and of providing interested persons and other Parties with the opportunity to comment on their proposed sanitary and phytosanitary measures. 2. In implementing this Article, each Party shall take into account relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations. 3. A Party shall notify a proposed sanitary or phytosanitary measure that may have an effect on the trade of another Party, including any that conforms to international standards, guidelines or recommendations, by using the WTO SPS notification submission system as a means of notifying the other Parties. 4. Unless urgent problems of human, animal or plant life or health protection arise or threaten to arise, or the measure is of a	**第 7.13 條：透明化 [10]** 1. 締約方認可以持續方式分享食品安全檢驗與動植物防疫檢疫措施之價值，以基於提供利益攸關者與其他締約方對其擬議之食品安全檢驗與動植物防疫檢疫措施評論機會。 2. 執行本條時，各締約方應考量 WTO SPS 委員會與國際標準、準則和建議之相關指導。 3. 締約方應利用 WTO SPS 通知上傳系統方式，通知另一締約方其擬議可能對另一方有貿易影響之食品安全檢驗與動植物防疫檢疫措施，包括任何與國際標準、準則或建議相符者。 4. 除發生或威脅將發生影響人類、動植物生命或健康保護之緊急問題，或屬貿易便捷性質措施外，正常情形締約方應依據第 3 款通知後，允許利益攸關者與其他締約方至少 60 日對其擬議措施提供書面評論期。倘可行且適當，締約方應允許超過 60 日。該締約方應考量利益攸關者或另一締約方任何合理請求延長評論期。依另一締約方請求，該締約方應適當回應其書面評論。 5. 該締約方應以電子化方式於政府公報或網站使公眾可取得其依據第 3 款通知之擬議食品安全檢驗與動植物防疫檢疫措施、其措施

trade-facilitating nature, a Party shall normally allow at least 60 days for interested persons and other Parties to provide written comments on the proposed measure after it makes the notification under paragraph 3. If feasible and appropriate, the Party should allow more than 60 days. The Party shall consider any reasonable request from an interested person or another Party to extend the comment period. On request of another Party, the Party shall respond to the written comments of the other Party in an appropriate manner. 5. The Party shall make available to the public, by electronic means in an official journal or on a website, the proposed sanitary or phytosanitary measure notified under paragraph 3, the legal basis for the measure, and the written comments or a summary of the written comments that the Party has received from the public on the measure. 6. If a Party proposes a sanitary or phytosanitary measure which does not conform to an international standard, guideline or recommendation, the Party shall provide to another Party, on request, and to the extent permitted by the confidentiality and privacy requirements of the Party's law, the relevant documentation that the Party considered in developing the proposed measure, including documented and objective scientific evidence that is rationally related to the measure, such as risk assessments, relevant studies and expert	法律基礎，以及該締約方已接獲之公眾書面評論或其摘要。 6. 倘一締約方擬議之食品安全檢驗與動植物防疫檢疫措施不符合國際標準、準則或建議，該締約方應另一締約方要求，在保密性與隱私規範允許範圍內，應提供其擬議措施過程考量之相關文件，包括與該措施合理相關之文件與客觀科學證據，如風險評估 、相關研究及專家意見。 7. 締約方擬議採認食品安全檢驗與動植物防疫檢疫措施時，倘適當可行下，應請求，應與另一締約方討論其可能對達該措施之替代方案可行性與較少貿易限制之目的，所提出之任何科學或貿易關切。 8. 各締約方應於政府刊物或網站公布，以電子化方式為佳，其食品安全檢驗與動植物防疫檢疫措施最終法規通知。 9. 各締約方應透過 WTO SPS 通知文件上傳系統通知其他締約方其食品安全檢驗與動植物防疫檢疫措施最終法規。各締約方應確保該最終法規內文或通知敘明法規生效日期與法律基礎。締約方應另一締約方要求 ，在其保密與隱私規範之法律允許範圍內，使另一締約方可獲得評論期間支持該法規之重要書面評論及相關文件。 10. 倘食品安全檢驗與動植物防疫檢疫措施最終法規實質上不同於擬議措施，締約方亦應將下列說明納入最終法規公告： (a)措施的目標與理由，以及該措施如何促進其目標與理由；及 (b)對擬議措施之任何實質修正。

opinions. 7. A Party that proposes to adopt a sanitary or phytosanitary measure shall discuss with another Party, on request and if appropriate and feasible, any scientific or trade concerns that the other Party may raise regarding the proposed measure and the availability of alternative, less trade-restrictive approaches for achieving the objective of the measure. 8. Each Party shall publish, preferably by electronic means, notices of final sanitary or phytosanitary measures in an official journal or website. 9. Each Party shall notify the other Parties of final sanitary or phytosanitary measures through the WTO SPS notification submission system. Each Party shall ensure that the text or the notice of a final sanitary or phytosanitary measure specifies the date on which the measure takes effect and the legal basis for the measure. A Party shall also make available to another Party, on request, and to the extent permitted by the confidentiality and privacy requirements of the Party's law, significant written comments and relevant documentation considered to support the measure that were received during the comment period.	11. 出口締約方應依據第 7.6 條(主管機關與聯絡點)透過聯絡點儘速適當通知進口締約方： (a)倘其知悉其境內出口貨品具重要食品安全檢驗與動植物防疫檢疫風險； (b)於出口締約方境內動物或植物健康狀態改變可能影響現行貿易之緊急情況； (c)區域化疫病蟲害狀態有顯著改變； (d)影響食品安全、疫病蟲害監管回應之重要新科學發現；及 (e)可能影響現行貿易之食品安全、疫病蟲害管理、管制或撲滅政策與做法之顯著改變。 12. 倘可行且適當，締約方應提供最終法規公告至生效日間超過 6 個月期間，除非該措施係處理有關人類、動植物生命或健康保護之緊急問題，或者該措施具便捷貿易性質。 13. 締約方應另一締約方要求，應提供其境內所有與進口貨品有關之食品安全檢驗與動植物防疫檢疫措施。 [10] 為臻明確，本條僅適用於 SPS 協定附件 B 目的之食品安全檢驗與動植物防疫檢疫法規之食品安全檢驗與動植物防疫檢疫措施。

10. If a final sanitary or phytosanitary measure is substantively altered from the proposed measure, a Party shall also include in the notice of the final sanitary or phytosanitary measure that it publishes, an explanation of: (a) the objective and rationale of the measure and how the measure advances that objective and rationale; and (b) any substantive revisions that it made to the proposed measure. 11. An exporting Party shall notify the importing Party through the contact points referred to in Article 7.6 (Competent Authorities and Contact Points) in a timely and appropriate manner: (a) if it has knowledge of a significant sanitary or phytosanitary risk related to the export of a good from its territory; (b) of urgent situations where a change in animal or plant health status in the territory of the exporting Party may affect current trade; (c) of significant changes in the status of a regionalised pest or disease; (d) of new scientific findings of importance which affect the regulatory response with respect to food safety, pests or diseases; and (e) of significant changes in food safety, pest or disease management, control or eradication policies or practices thatmay affect current trade.	

12. If feasible and appropriate, a Party should provide an interval of more than six months between the date it publishes a final sanitary or phytosanitary measure and the date on which the measure takes effect, unless the measure is intended to address an urgent problem of human, animal or plant life or health protection or the measure is of a trade-facilitating nature. 13. A Party shall provide to another Party, on request, all sanitary or phytosanitary measures related to the importation of a good into that Party's territory. [10] For greater certainty, this Article applies only to a sanitary or phytosanitary measure that constitutes a sanitary or phytosanitary regulation for the purposes of Annex B ofthe SPS Agreement.	
Article 7.14: Emergency Measures 1. If a Party adopts an emergency measure that is necessary for the protection of human, animal or plant life or health, the Party shall promptly notify the other Parties of that measure through the primary representative and the relevant contact point referred to in Article 7.6 (Competent Authorities and Contact Points). The Party that adopts the emergency measure shall take into consideration any information provided by other Parties in response to the notification.	**第 7.14 條：緊急措施** 1. 倘締約方為保護人類、動物或植物生命或健康採行必要緊急措施，該締約方應立即透過第 7.6 條(主管機關與聯絡點)所提之相關聯絡點與主要代表，通知其他締約方該措施。締約方採行緊急措施時應考量其他締約方對該通知提供之任何資訊。 2. 倘締約方採行緊急措施，應於 6 個月內須檢視該措施之科學基礎，應任一締約方要求應提供其審查結果。倘於審查後續維持該緊急措施，基於其採行之理由仍存在，締約方應定期檢視該措施。

2. If a Party adopts an emergency measure, it shall review the scientific basis of that measure within six months and make available the results of the review to any Party on request. If the emergency measure is maintained after the review, because the reason for its adoption remains, the Party should review the measure periodically.	
Article 7.15: Cooperation 1. The Parties shall explore opportunities for further cooperation, collaboration and information exchange between the Parties on sanitary and phytosanitary matters of mutual interest, consistent with this Chapter. Those opportunities may include trade facilitation initiatives and technical assistance. The Parties shall cooperate to facilitate the implementation of this Chapter. 2. The Parties shall cooperate and may jointly identify work on sanitary and phytosanitary matters with the goal of eliminating unnecessary obstacles to trade between the Parties.	**第 7.15 條：合作** 1. 締約方基於互利與本章一致，應就食品安全檢驗與動植物防疫檢疫事宜，探尋締約方間進一步協力合作與資訊交換機會，該等機會得包括貿易便捷化倡議與技術協助。締約方應合作以促進本章之執行。 2. 締約方應於食品安全檢驗與動植物防檢疫事務合作並得一同確定工作，以達減少締約方間不必要貿易障礙之目標。
Article 7.16: Information Exchange A Party may request information from another Party on a matter arising under this Chapter. A Party that receives a request for information shall endeavour to provide available information to the	**第 7.16 條：資訊交換** 締約方對本章事務得要求另一締約方提供資訊。締約方接獲請求後，應盡力於合理期間內，倘可能，以電子方式，提供可得資訊予請求之締約方。

requesting Party within a reasonable period of time, and if possible, by electronic means.	
Article 7.17: Cooperative Technical Consultations 1. If a Party has concerns regarding any matter arising under this Chapter with another Party, it shall endeavour to resolve the matter by using the administrative procedures that the other Party's competent authority has available. If the relevant Parties have bilateral or other mechanisms available to address the matter, the Party raising the matter shall endeavour to resolve the matter through those mechanisms, if it considers that it is appropriate to do so. A Party may have recourse to the Cooperative Technical Consultations (CTC) set out in paragraph 2 at any time it considers that the continued use of the administrative procedures or bilateral or other mechanisms would not resolve the matter. 2. One or more Parties (requesting Party) may initiate CTC with another Party (responding Party) to discuss any matter arising under this Chapter that the requesting Party considers may adversely affect its trade by delivering a request to the primary representative of the responding Party. The request shall be in writing and identify the reason for the request, including a description of the requesting Party's concerns about the matter, and set out the provisions of this Chapter	**第 7.17 條：合作性技術諮商** 1. 倘締約方與另一締約方對任何本章之關切事宜，該締約方應利用其他締約方主管機關可得之行政程序盡力解決。倘相關締約方有雙邊或其他可得機制處理議題，提出關切之締約方倘認為適當，應盡力透過這些機制解決議題。締約方認為持續使用行政程序或雙邊或其他機制未能解決議題時，得於任何時間訴諸第 2 款之合作性技術諮商(CTC)。 2. 一個或多個締約方(以下稱要求方)若認為本章產生之任何議題可能對其貿易有不利影響，可要求與另一締約方(以下簡稱回應方)啟動合作性技術諮商(CTC)。該要求應以書面向回應方之主要代表提出且界定其理由，包括要求方關切議題之說明，以及本章與該議題有關之條款。 3. 除要求與回應方(以下稱雙方為諮商方)另有約定外，回應方於收到要求 7 日內應以書面回應已獲致。 4. 除諮商方另有約定外，其應於回應方回應獲致要求 30 日內召開會議以討論請求界定之事務，倘可能，以 180 日內解決該請求為目標。會議應以實體或電子方式召開。 5. 諮商方應確保相關貿易與監管單位能於本條所召開之會議中適當參與。 6. 除諮商方另有約定，且不損及任一締約方在本協定、WTO 協定

that relate to the matter. 3. Unless the requesting Party and the responding Party (the consulting Parties) agree otherwise, the responding Party shall acknowledge the request in writing within seven days of the date of its receipt. 4. Unless the consulting Parties agree otherwise, the consulting Parties shall meet within 30 days of the responding Party's acknowledgement of the request to discuss the matter identified in the request, with the aim of resolving the matter within 180 days of the request if possible. The meeting shall be in person or by electronic means. 5. The consulting Parties shall ensure the appropriate involvement of relevant trade and regulatory agencies in meetings held pursuant to this Article. 6. All communications between the consulting Parties in the course of CTC, as well as all documents generated for CTC, shall be kept confidential unless the consulting Parties agree otherwise and without prejudice to the rights and obligations of any Party under this Agreement, the WTO Agreement or any other international agreement to which it is a party.	或任何其為參與方之其他國際協定下之權利與義務，在 CTC 過程中，所有諮商方之溝通與為 CTC 產生之文件應保密。 7. 要求方得於此條下終止 CTC 程序並依據第 28 章(爭端解決)訴諸爭端解決，倘： (a)援引第 4 款之會議若未於提出要求之 37 日內，或諮商方依據第 3 及 4 款同意之其他時程召開；或 (b)未依第 4 款召開會議。 8. 未依本條先進行 CTC 解決本章所產生議題，締約方不應訴諸第 28 章(爭端解決)之爭端解決。

7. The requesting Party may cease CTC proceedings under this Article and have recourse to dispute settlement under Chapter 28 (Dispute Settlement) if: (a) the meeting referred to in paragraph 4 does not take place within 37 days of the date of the request, or such other timeframe as the consulting Parties may agree under paragraphs 3 and 4; or (b) the meeting referred to in paragraph 4 has been held. 8. No Party shall have recourse to dispute settlement under Chapter 28 (Dispute Settlement) for a matter arising under this Chapter without first seeking to resolve the matter through CTC in accordance with this Article.	
Article 7.18: Dispute Settlement 1. Unless otherwise provided in this Chapter, Chapter 28 (Dispute Settlement) shall apply to this Chapter, subject to the following: (a) with respect to Article 7.8 (Equivalence), Article 7.10 (Audits) and Article 7.11 (Import Checks), Chapter 28 (Dispute Settlement) shall apply with respect to a responding Party as of one year after the date of entry into force of this Agreement for that Party; and (b) with respect to Article 7.9 (Science and Risk Analysis), Chapter 28 (Dispute Settlement) shall apply with respect to a responding	**第 7.18 條：爭端解決** 1. 除本章另有規定外，第 28 章(爭端解決)應適用本章節，如下: (a)有關第 7.8 條(同等效力)、第 7.10 條(查證)與第 7.11 條(進口檢查)，第 28 章(爭端解決)應適用於該已完成本協定生效一年後之回應方。 (b)有關第 7.9 條(科學與風險分析)，第 28 章(爭端解決)應適用於該已完成本協定生效二年後之回應方。 2. 本章涉及科學或技術議題之爭端，爭端小組應徵詢由涉及爭端之諮商方協商選定之專家建議。為此，倘該小組認為適當，爭端任何一方就爭端或小組主動請求，小組得成立技術專家諮詢小組，或

Party as of two years after the date of entry into force of this Agreement for that Party. 2. In a dispute under this Chapter that involves scientific or technical issues, a panel should seek advice from experts chosen by the panel in consultation with the Parties involved in the dispute. To this end, the panel may, if it deems appropriate, establish an advisory technical experts group, or consult the relevant international standard setting organisations, at the request of either Party to the dispute or on its own initiative.	諮詢相關國際標準制定組織。

第 8 章 技術性貿易障礙（TBT）

原文	參考譯文
ANNEX8-G: ORGANIC PRODUCTS 1. This Annex applies to a Party if that Party is developing or maintains standards, technical regulations, or conformity assessment procedures relating to the production, processing, or labeling of products as organic for sale or distribution within its territory. 2. Parties are encouraged to take steps to: (a) exchange information on matters relating to organic production, certification of organic products, and related control systems, as	**附件 8G：有機產品** 1. 本附件適用於準備發展或維持有關產品以有機名義在其境內銷售或配銷之生產、加工或標示相關標準、技術性法規或符合性評鑑程序的締約方。 2. 鼓勵締約方採取下列行動： (a)適當時，交換有關有機生產、有機產品驗證及相關管控制度之資訊；及 (b)彼此合作發展、改進及加強有機產品貿易相關的國際指引文

appropriate; and (b) cooperate with each other to develop, improve, and strengthen international guidelines, standards, and recommendations related to trade in organic products. 3. Where a Party maintains requirements relating to the production, processing, or labeling of products as organic, it shall enforce such requirements. 4. Each Party is encouraged to consider, as expeditiously as possible, a request for recognition or equivalence of the standards, technical regulations, or conformity assessment procedures relating to the production, processing, or labeling of products as organic of another Party. Each Party is encouraged to accept as equivalent or recognise the standards, technical regulations, or conformity assessment procedures relating to the production, processing, or labeling of products as organic of that other Party, provided the Party is satisfied that the standards, technical regulations, or conformity assessment procedures of the other Party adequately fulfill the objectives of the Party's standards, technical regulations, or conformity assessment procedures. Where a Party does not accept as equivalent or recognise the standards, technical regulations, or conformity assessment procedures relating to the production, processing, or labeling of	件、標準及建議。 3. 一締約方如維持有關有機產品的生產、加工或標示規定，應確實執行。 4. 就另一締約方提出有關有機產品生產、加工或標示的標準、技術性法規或符合性評鑑程序的承認或等同性要求，鼓勵各締約方應儘速予以考量。當各締約方對於其他締約方有關有機產品生產、加工或標示的標準、技術性法規或符合性評鑑程序認為可以適當達到其標準、技術性法規或符合性評鑑程序的目的時，鼓勵該締約方接受其為具有同等效力或予以承認。一締約方如不接受另一締約方有關有機產品生產、加工或標示的標準、技術性法規或符合性評鑑程序為具有同等效力或予以承認時，應於該締約方提出請求時解釋理由。 5. 鼓勵締約方參與技術交流以輔助彼此有關有機產品生產、加工或標示的標準、技術性法規或符合性評鑑程序的進一步調和與改進。

products as organic of another Party, it shall, on the request of that other Party, explain its reasons. 5. Parties are encouraged to participate in technical exchanges to support improvement and greater alignment of standards, technical regulations, or conformity assessment procedures relating to the production, processing, or labeling of products as organic.	

第 18 章 智慧財產權

原文	參考譯文
Article 18.7(d): International Agreements Each Party shall ratify or accede to each of the following agreements, if it is not already a Party to that agreement, by the date of entry into force of this Agreement for that Party: (d) UPOV 1991;[2] [2] **Annex 18-A applies to this subparagraph.**	**第 18.7.2(d)條：國際協定** 締約方應批准或加入下列協定，未成為下列協定之締約方者，應於本協定對其生效日之前批准或加入： (d) UPOV 1991[2]； [2] 附錄 18-A 適用本項規定。
Article 18.9: Transparency 1. Further to Article 26.2 (Publication) and Article 18.73.1 (Enforcement Practices with Respect to Intellectual Property Rights), each Party shall endeavour to make available on the Internet its laws, regulations, procedures and administrative rulings of general	**第 18.9 條：透明化** 1 .承第 26.2 條(公開)及第 18.73.1 條(關於智慧財產權之執行實務)，締約方應致力使一般適用於智慧財產權保護與執行之法律、規則、程序與行政規範得於網路取得。

application concerning the protection and enforcement of intellectual property rights. 2. Each Party shall, subject to its law, endeavour to make available on the Internet information that it makes public concerning applications for trademarks, geographical indications, designs, patents and plant variety rights.[5,6] 3. Each Party shall, subject to its law, make available on the Internet information that it makes public concerning registered or granted trademarks, geographical indications, designs, patents and plant variety rights, sufficient to enable the public to become acquainted with those registered or granted rights.[7] [5] For greater certainty, paragraphs 2 and 3 are without prejudice to a Party's obligations under Article (Electronic Trademarks System). [6] For greater certainty, paragraph 2 does not require a Party to make available on the Internet the entire dossier for the relevant application. [7] For greater certainty, paragraph 3 does not require a Party to make available on the Internet the entire dossier for the relevant registered or granted intellectual property right.	2. 締約方應依其法律，致力使公開之商標、地理標示、設計、專利及植物品種權申請案資訊得於網路取得[5, 6]。 3. 締約方應依其法律，使公開之商標、地理標示、設計、專利及植物品種權註冊或授予權利之資訊得於網路取得，該資訊應足以使公眾知悉註冊或所授予之權利[7]。 [5] 為臻明確，第 2 項及第 3 項不影響締約方依第 18.24 條(電子化商標系統)所負之義務。 [6] 為臻明確，第 2 項不要求締約方使申請案之所有相關檔案得於網路取得。 [7] 為臻明確，第 3 項不要求約方使註冊或所授予智慧財產權之所有相關檔案得於網路取得。
Article 18.37: Patentable Subject Matter 1. Subject to paragraphs 3 and 4, each Party shall make patents	**第 18.37 條：可予專利之標的**

available for any invention, whether a product or process, in all fields of technology, provided that the invention is new, involves an inventive step and is capable of industrial application.[30] 2. Subject to paragraphs 3 and 4 and consistent with paragraph 1, each Party confirms that patents are available for inventions claimed as at least one of the following: new uses of a known product, new methods of using a known product, or new processes of using a known product. A Party may limit those new processes to those that do not claim the use of the product as such. 3. A Party may exclude from patentability inventions, the prevention within their territory of the commercial exploitation of which is necessary to protect *ordre public* or morality, including to protect human, animal or plant life or health or to avoid serious prejudice to nature or the environment, provided that such exclusion is not made merely because the exploitation is prohibited by its law. A Party may also exclude from patentability: (a) diagnostic, therapeutic and surgical methods for the treatment of humans or animals; (b) animals other than microorganisms, and essentially biological processes for the production of plants or animals, other than non-	1. 依據本條第 3 項和第 4 項之規定，各締約方應確保所有技術領域內的任何發明可取得專利，無論為物或方法，惟須具備新穎性、進步性及可為產業上利用[30]。 2. 依據本條第 3 項和第 4 項，以及符合第 1 項之規定，各締約方應確保申請專利之發明至少取得下列專利之一：已知物的新用途、使用已知物的新方法，或使用已知物的新製程。締約方得將該新製程限於非請求該物本身之用途的情形。 3. 各締約方基於保護公共秩序或道德之必要，包括保護人類、動物、植物生命或健康或避免對自然或環境的嚴重破壞，為禁止某些發明於其境內商業實施，得不予專利。但僅因該發明之使用為境內法所禁止者，不適用之。各締約方亦得不予專利者： (a)對人類或動物疾病的診斷、治療及手術方法； (b)除微生物以外的動物，及非生物和微生物學方法以外之動物或植物的主要生物學育成方法。 4. 各締約方就微生物以外的植物，得不予專利。但在符合本條第 1 項和第 3 項規定的前提下，各締約方應確保至少就衍生自植物之發明得予以專利。

biological and microbiological processes. 4. A Party may also exclude from patentability plants other than microorganisms. However, consistent with paragraph 1 and subject to paragraph 3, each Party confirms that patents are available at least for inventions that are derived from plants. [30] For the purposes of this Section, a Party may deem the terms "inventive step" and "capable of industrial application" to be synonymous with the terms "non-obvious" and "useful", respectively. In determinations regarding inventive step, or non-obviousness, each Party shall consider whether the claimed invention would have been obvious to a person skilled, or having ordinary skill in the art, having regard to the prior art.	[30] 基於本節之目的，各締約方得將「進步性」及「可為產業上利用」等詞分別作為「非顯而易知」及「實用性」之同義詞。在判斷進步性（或非顯而易知性）時，各締約方應考量申請專利之發明相較於先前技術，對於所屬技術領域中具有通常知識者而言是否為顯而易知。
Subsection B: Measures Relating to Agricultural Chemical Products **Article 18.47: Protection of Undisclosed Test or Other Data for Agricultural Chemical Products** 1. If a Party requires, as a condition for granting marketing approval[40] for a new agricultural chemical product, the submission of undisclosed test or other data concerning the safety and efficacy of the product,[41]	**第 B 節：農業化學品相關措施** **第 18.47 條：農業化學品未公開試驗或其他資料之保護** 1. 若締約方在核准新農業化學品之上市許可 [40] 時，要求提交該產品安全性及有效性之未公開試驗或其他資料 [41] 作為核准之條件，自該新農業化學品於締約方境內上市許可核證之日起至少 10 年內 [42]，在未經原提供資料者的同意下，締約方不應允許第三人依據該試驗資料或

that Party shall not permit third persons, without the consent of the person that previously submitted such information, to market the same or a similar[42] product on the basis of that information or the marketing approval granted to the person that submitted such test or other data for at least ten years[43] from the date of marketing approval of the new agricultural chemical product in the territory of the Party. 2. If a Party permits, as a condition of granting marketing approval for a new agricultural chemical product, the submission of evidence of a prior marketing approval of the product in another territory, that Party shall not permit third persons, without the consent of the person that previously submitted undisclosed test or other data concerning the safety and efficacy of the product in support of that prior marketing approval, to market the same or a similar product based on that undisclosed test or other data, or other evidence of the prior marketing approval in the other territory, for at least ten years from the date of marketing approval of the new agricultural chemical product in the territory of the Party. 3. For the purposes of this Article, a new agricultural chemical product	該上市許可，上市銷售相同或相似的產品[43]。 2. 若締約方在核准新農業化學品之上市許可時，允許提交該產品先前於其他國家核准上市許可之證據作為核准之條件，自該新農業化學品於締約方境內上市許可核證之日起至少 10 年內，在未經原提供關於該產品安全性及有效性之未公開試驗或其他資料者的同意下，締約方不應允許第三人依據該未公開試驗或其他資料或其他締約方先前核准上市許可之其他證據，上市銷售相同或相似的產品。 3. 本條所稱的新農業化學品，係指該產品內含有[44]在該締約方境內先前從未核准使用於農業化學品的化學成分(chemical entity)。 [40] 就本章目的而言「上市許可(marketing approval)」名詞與同締約方法律之「衛生許可(sanitary approval)」同義。 [41] 各締約方確認，本條文為締約方有義務適用範圍於要求提交關於該產品的未公開試驗或其他資料，其係有關於：（a）僅產品之安全性，（b）僅產品之有效性，或（c）以上二者。 [42] 為臻明確，締約方可限制本條保護期為 10 年。 [43] 為臻明確，在本節中與先前核准的農業化學品“相似”的農業化學品係指，該相似的農業化學品的上市許可或申請人申請上市許可，是基於先前核准的農業化學品的安全性和有效性未公開試驗或其他資料或已核准之上市許可。 [44] 就本條目的而言，締約方可定義「包含(contain)」為「使用(utilize)」。為臻明確，就本條目的而言，締約方可將“使用”視為要求與產品功效有關之新化學成分。

is one that contains[44] a chemical entity that has not been previously approved in the territory of the Party for use in an agricultural chemical product. [40] For the purposes of this Chapter, the term "marketing approval" is synonymous with "sanitary approval" under a Party's law. [41] Each Party confirms that the obligations of this Article apply to cases in which the Party requires the submission of undisclosed test or other data concerning: (a) only the safety of the product, (b) only the efficacy of the product or (c) both. [42] For greater certainty, for the purposes of this Section, an agricultural chemical product is "similar" to a previously approved agricultural chemical product if the marketing approval, or, in the alternative, the applicant's request for such approval, of that similar agricultural chemical product is based upon the undisclosed test or other data concerning the safety and efficacy of the previously approved agricultural chemical product, or the prior approval of that previously approved product. [43] For greater certainty, a Party may limit the period of protection under this Article to 10 years. [44] For the purposes of this Article, a Party may treat "contain" as meaning utilize. For greater certainty, for the purposes of this Article, a Party may treat "utilize" as requiring the new chemical entity to be primarily responsible for the product's intended effect.	

原文	參考譯文
Article 20.13: Trade and Biodiversity 1. The Parties recognise the importance of conservation and sustainable use of biological diversity and their key role in achieving sustainable development. 2. Accordingly, each Party shall promote and encourage the conservation and sustainable use of biological diversity, in accordance with its law or policy. 3. The Parties recognise the importance of respecting, preserving and maintaining knowledge and practices of indigenous and local communities embodying traditional lifestyles that contribute to the conservation and sustainable use of biological diversity. 4. The Parties recognise the importance of facilitating access to genetic resources within their respective national jurisdictions, consistent with each Party's international obligations. The Parties further recognise that some Parties require, through national measures, prior informed consent to access such genetic resources in accordance with national measures and, where such access is granted, the establishment of	**第 20.13 條：貿易與生物多樣性** 1. 締約方認知到生物多樣性之保育及永續利用的重要性，以及它們對於達到永續發展的關鍵角色。 2. 因此，締約方應根據其相關法律或政策，提倡並鼓勵生物多樣性之保育及永續利用。 3. 締約方意識到尊重、維護與維持原住民與本土群落知識與實踐之重要性，包括有助於生物多樣性的保存及永續使用之傳統生活方式。 4. 締約方認知到在符合國際義務之國內管轄權中，如何促進遺傳資源取得更為便利性的重要性。締約方更體認到部分締約方透過國家措施，要求事先知道並同意取得這樣的遺傳資源，並在同意授予時，在使用者與供應者間透過商定建立條件，包含關於這些資源利用的利益共享。 5. 締約方亦認識到依據各自法律與政策，在發展及實施有關生物多樣性保存與永續使用相關措施時，公眾參與及諮商之重要性。任一締約方應公開相關計畫及活動訊息，包括關於生物多樣性保存與永續使用之合作計畫。 6. 為符合第 20.12 條(合作架構)，締約方應合作解決互利事務。合作方式包含（但不限於）在以下相關領域之訊息及經驗交換： (a)生物多樣性之保存與永續使用；

mutually agreed terms, including with respect to sharing of benefits from the use of such genetic resources, between users and providers. 5. The Parties also recognise the importance of public participation and consultation, in accordance with their respective law or policy, in the development and implementation of measures concerning the conservation and sustainable use of biological diversity. Each Party shall make publicly available information about its programmes and activities, including cooperative programmes, related to the conservation and sustainable use of biological diversity. 6. Consistent with Article 20.12 (Cooperation Frameworks), the Parties shall cooperate to address matters of mutual interest. Cooperation may include, but is not limited to, exchanging information and experiences in areas related to: (a) the conservation and sustainable use of biological diversity; (b) the protection and maintenance of ecosystems and ecosystem services; and (c) access to genetic resources and the sharing of benefits arising from their utilization.	(b)生態系與生態系營運的保護與維護；以及 (c)基因資源的取得與其運用所帶來之利益共享。
Article 20.14: Invasive Alien Species The Parties recognise that the movement of terrestrial and aquatic	**第 20.14 條：外來入侵物種** 1. 締約方意識到陸生及水生入侵性外來物種透過與貿易相關途徑

invasive alien species across borders through trade-related pathways can adversely affect the environment, economic activities and development, and human health. The Parties also recognise that the prevention, detection, control and, when possible, eradication, of invasive alien species are critical strategies for managing those adverse impacts. Accordingly, the Committee shall coordinate with the Committee on Sanitary and Phytosanitary Measures established under Article 7.5 (Committee on Sanitary and Phytosanitary Measures) to identify cooperative opportunities to share information and management experiences on the movement, prevention, detection, control and eradication of invasive alien species, with a view to enhancing efforts to assess and address the risks and adverse impacts of invasive alien species.	移動跨越國界，可能對環境、經濟活動與發展及人類健康帶來不利影響。締約方亦認知到防範、發現、控制及必要時驅除入侵性外來物種，是管理上述不良影響的關鍵策略。 2. 因此，委員會應當與根據第 7.5 條（食品安全檢驗與動植物防疫檢疫委員會）建立之食品安全檢驗與動植物防疫檢疫委員會合作，分享入侵性外來種之移動、防範、發現、控制與驅除之資訊及管理經驗，以加強評估、處理入侵性外來種之不良影響方面之成效。
Article 20.16: Marine Capture Fisheries[10] The Parties acknowledge their role as major consumers, producers and traders of fisheries products and the importance of the marine fisheries sector to their development and to the livelihoods of their fishing communities, including artisanal or small-scale fisheries. The Parties also acknowledge that the fate of marine capture fisheries is an	**第 20.16 條：海洋捕撈漁業 [10]** 1. 本協定簽約方承認他們身為漁產品主要消費者、生產者及貿易者之角色，以及海洋漁業部門對他們的發展及對漁業社群生計之重要性，包括家計型漁業或小型漁業。本協定簽約方亦承認海洋捕撈漁業對國際社會而言係急迫之資源問題。據此，本協定簽約方認知到採取旨在養護及永續管理漁業措施之重要性。

urgent resource problem facing the international community. Accordingly, the Parties recognise the importance of taking measures aimed at the conservation and the sustainable management of fisheries. In this regard, the Parties acknowledge that inadequate fisheries management, fisheries subsidies that contribute to overfishing and overcapacity, and illegal, unreported and unregulated (IUU) fishing[11] can have significant negative impacts on trade, development and the environment and recognise the need for individual and collective action to address the problems of overfishing and unsustainable utilisation of fisheries resources. Accordingly, each Party shall seek to operate a fisheries management system that regulates marine wild capture fishing and that is designed to: prevent overfishing and overcapacity; reduce bycatch of non-target species and juveniles, including through the regulation of fishing gear that results in bycatch and the regulation of fishing in areas where bycatch is likely to occur; and promote the recovery of overfished stocks for all marine fisheries in which that Party's persons conduct fishing activities. Such a management system shall be based on the best scientific	2. 對此，本協定簽約方承認不當的漁業管理、造成過漁及漁撈能力過剩之漁業補貼及非法、未報告與不受規範之漁業行為[11]會對貿易、發展及環境造成嚴重之負面影響，本協定簽約方認知到採取個別與集體行動以解決過漁及非永續性利用漁業資源之必要性。 3. 因此，本協定簽約方應尋求執行規範海洋野生捕撈漁業之漁業管理體系，該體系將用以： (a)預防過漁及漁撈能力過剩； (b)減少非目標魚種及幼魚之混獲，包括透過對導致混獲之漁具的規範，以及對易發生混獲地區之規範；及 (c)促進因簽約方國民進行漁業活動而造成海洋漁業過漁魚種之復原。 該管理體系應建立於可取得之最佳科學證明及國際公認之漁業養護管理最佳實踐，此等最佳實踐載於旨在確保海洋物種永續使用及養護之國際文件相關條款[12]。 4. 各簽約方應透過落實並有效執行養護與管理措施來促進鯊魚、海龜、海鳥及海洋哺乳動物之長期養護。此類措施得包括： (a)鯊魚：對分魚種數據之蒐集、漁業混獲減緩措施、捕撈限額及對割鰭之禁止；

evidence available and on internationally recognised best practices for fisheries management and conservation as reflected in the relevant provisions of international instruments aimed at ensuring the sustainable use and conservation of marine species.12 4. Each Party shall promote the long-term conservation of sharks, marine turtles, seabirds, and marine mammals, through the implementation and effective enforcement of conservation and management measures. Such measures should include, as appropriate: (a) for sharks: the collection of species specific data, fisheries bycatch mitigation measures, catch limits, and finning prohibitions; (b) for marine turtles, seabirds, and marine mammals: fisheries bycatch mitigation measures, conservation and relevant management measures, prohibitions, and other measures in accordance with relevant international agreements to which the Party is party. 5. The Parties recognise that the implementation of a fisheries management system that is designed to prevent overfishing and overcapacity and to promote the recovery of overfished stocks must include the control, reduction and eventual elimination of all subsidies that contribute to overfishing and overcapacity. To that end, no Party shall grant or maintain any of the following subsidies13 within the	(b)海龜、海鳥及海洋哺乳動物：漁業混獲減緩措施、養護與相關管理措施、相關禁令、及本協定簽約方為相關國際協定當事方(party)而該等協定所採行之措施。 5. 簽約方承認實施用來預防過漁及漁撈能力過剩與提倡恢復已被過漁魚種之漁業管理系統必須包括控制、減少及最終廢除造成過漁之所有補助。對此，簽約方不得核發或維持 SCM 協定第 2 條明確提及的 SCM 協定第 1.1 條中的以下補助[13]： (a)所補助的捕撈活動[14]使已處於過漁狀態[16]之魚種受負面影響[15]；及 (b)提供補助給船旗國或相關區域漁業管理組織或安排依據這類組織或安排的符合國際法規則程序被列為非法、未報告及不受規範之捕撈漁船[17]。 6. 簽約方在對本協定生效前所設立之補助計畫若不符合第 5(a)款，應儘速符合該款，且不得晚於該簽約方對本協定生效後之三年內[18]。 7. 關於第 5 項(a)或(b)款未禁止之補貼，鑒於它們對於該簽約方之

meaning of Article 1.1 of the SCM Agreement that are specific within the meaning of Article 2 of the SCM Agreement: (a) subsidies for fishing[14] that negatively affect[15] fish stocks that are in an overfished[16] condition; and (b) subsidies provided to any fishing vessel[17] while listed by the flag State or a relevant Regional Fisheries Management Organisation or Arrangement for IUU fishing in accordance with the rules and procedures of that organisation or arrangement and in conformity with international law. 6. Subsidy programmes that are established by a Party before the date of entry into force of this Agreement for that Party and which are inconsistent with paragraph 5(a) shall be brought into conformity with that paragraph as soon as possible and no later than three years[18] of the date of entry into force of this Agreement for that Party. 7. In relation to subsidies that are not prohibited by paragraph 5 (a) or (b), and taking into consideration a Party's social and developmental priorities, including food security concerns, each Party shall make best efforts to refrain from introducing new, or extending or enhancing existing, subsidies within the meaning of Article 1.1 of the SCM Agreement, to the extent they are specific within the meaning of Article 2 of the SCM Agreement, that contribute to overfishing or	社會與優先發展考量，包括糧食安全考量，各簽約方應盡力避免推出或擴大或強化 SCM 協定第 2 條內助長過漁且符合 SCM 協定第 1.1 條定義之新補助或既有補助。 8. 為了消除助長過漁之補助，簽約方應在環境委員會的定期會議中檢討第 5 款內之原則。 9. 本協定生效滿第一年時，以及嗣後每兩年，各簽約方應通知其他簽約方其核發給捕撈或捕撈相關活動從事者符合 SCM 協定第 2 條與第 1.1 條之補助。 10. 這類通知應涵蓋前兩年內所提供之補助，且除了 SCM 協定第 25.3 條所要求之資訊，在可能的情況下還應包含以下資訊：[19] (a)計畫名稱； (b)計畫法定主管機關； (c)受補貼漁業之魚種別漁獲數據； (d)受補貼漁業之漁群現況（如過度開發、資源耗盡、完全開發、復原中或未完全開發）； (e)受補貼船隊之漁撈能力； (f)對相關魚群所實施之養護與管理措施；及 (g)每一魚種之總進口量及出口量。 11. 在可能的範圍內，各簽約方亦應提供其核發或維持但不涵蓋於

overcapacity. 8. With a view to achieving the objective of eliminating subsidies that contribute to overfishing and overcapacity, the Parties shall review the disciplines in paragraph 5 at regular meetings of the Committee. 9. Each Party shall notify the other Parties, within one year of the date of entry into force of this Agreement for it and every two years thereafter, of any subsidy within the meaning of Article 1.1 of the SCM Agreement that is specific within the meaning of Article 2 of the SCM Agreement, that the Party grants or maintains to persons engaged in fishing or fishing related activities. 10. These notifications shall cover subsidies provided within the previous two-year period and shall include the information required under Article 25.3 of the SCM Agreement and, to the extent possible, the following information:[19] (a) programme name; (b) legal authority for the programme; (c) catch data by species in the fishery for which the subsidy is provided; (d) status of the fish stocks in the fishery for which the subsidy is provided (for example, overexploited, depleted, fully exploited,	前面第五款之其他漁業補貼資訊，特別是用油補貼。 12. 本協定簽約方得基於第九款及第十款要求通報漁業補貼之簽約方提供相關補貼額外資訊。補貼通報方應對此類要求儘速且全面作出回復。 13. 本協定簽約方承認國際一致行動以對付非法漁業之重要性，如區域或國際文件[20]所載，對此並應致力於改善國際合作，包括與管轄之國際組織合作。 14. 為支持對打擊非法漁業之努力，以及協助嚇阻因非法漁業所獲魚種之貿易，各簽約方應： (a)相互合作以確認需求並建構能力來支持本條款之實施； (b)支持監控、管理、監督、遵循及執法系統，包括採取、檢討或修正措施以： (i)嚇阻該簽約方國籍船舶及其國民從事非法漁業活動； (ii)對付因非法漁業活動所捕之漁獲及其產製品之海上轉載； (c)落實港口國措施； (d)致力於與不具會籍之區域漁業管理組織所通過之相關養護管理措施一致之行動，以避免削弱該等措施。 (e)致力於避免破壞不具會籍之區域漁業管理組織或協定或政府間組織所執行之漁獲或貿易文件機制，該等組織之管轄範圍涵蓋共享之漁業資源，包括跨界物種及高度洄游魚種。

recovering or underexploited);

(e) fleet capacity in the fishery for which the subsidy is provided;

(f) conservation and management measures in place for the relevant fish stock; and

(g) total imports and exports per species.

11. Each Party shall also provide, to the extent possible, information in relation to other fisheries subsidies that the Party grants or maintains that are not covered by paragraph 5, in particular fuel subsidies.

12. A Party may request additional information from the notifying Party regarding the notifications under paragraphs 9 and 10. The notifying Party shall respond to that request as quickly as possible and in a comprehensive manner.

13. The Parties recognise the importance of concerted international action to address IUU fishing as reflected in regional and international instruments[20] and shall endeavour to improve cooperation internationally in this regard, including with and through competent international organisations.

14. In support of efforts to combat IUU fishing practices and to help

15. 依據第 26.2.2 條，本協定簽約方應儘可能給予其他簽約方對所提議之用來預防 IUU 漁撈之漁產品之貿易的措施，提出評論意見之機會。

[10] 更確切而言，本條文不適用於養殖漁業。

[11] 「非法、未報告與不受規範之漁業行為」之用語與聯合國糧食與農業組織於 2001 年在羅馬所通過之「預防、嚇阻與消滅非法、未報告與不受規範之漁業行為之國際行動計畫(2001 非法漁業行動計畫)」之第 3 段具有相同意涵。

[12] 這些文件包括 1982 年《聯合國海洋法公約》、1995 年《聯合國海洋法公約有關跨界魚類種群與高度洄游魚類種群保育與管理協定(聯合國魚類種群協定)》、《糧農組織負責任漁業行為準則》、1993 年《促進公海漁船遵守公海國際保育與管理措施協定(公海漁船遵守協定)》、2001 年《糧農組織預防、制止和消除非法、未報告及不受規範捕魚國際行動計畫》。

[13] 按本條，補助應歸屬於核發補助之簽約方，無視船舶之船旗或漁獲所適用之原產地規定。

[14] 按本條，「捕撈」係指搜尋、吸引、定位、捕捉、拿取或採收魚，或可合理預期將產生吸引、定位、捕捉、拿取或採收魚之結果。

[15] 該等補貼之負面影響將依據可取得的最佳科學證據所決定。

[16] 按本條，若魚的數量低到必須限制捕撈，以讓魚的數量恢復到最大持續生產量(MSY)或依據可取得的最佳科學證據所算出之替代參考點，則該魚種遭到過漁。魚的數量若經有關國家管轄區或相關區域漁業管理組織認定為過漁，則按本條亦應視為過漁。

deter trade in products from species harvested from those practices, each Party shall: (a) cooperate with other Parties to identify needs and to build capacity to support the implementation of this Article; (b) support monitoring, control, surveillance, compliance and enforcement systems, including by adopting, reviewing, or revising, as appropriate measures to: (i) deter vessels that are flying its flag and its nationals from engaging in IUU fishing activities; and (ii) address the transhipment at sea of fish or fish products caught through IUU fishing activities; (a) implement port State measures; (b) strive to act consistently with relevant conservation and management measures adopted by Regional Fisheries Management Organisations of which it is not a member so as not to undermine those measures; and (c) endeavour not to undermine catch or trade documentation schemes operated by Regional Fisheries Management Organisations or Arrangements or an intergovernmental organisation whose scope includes the management of shared fisheries resources, including straddling and highly migratory species, where that Party is not a member of those organisations or arrangements.	[17]「漁船」係指用於或裝備用於或打算用於捕撈或捕撈相關活動之船舶。 [18] 儘管有此條，且只是為了完成一個已經啟動的原種評估，越南可能要求額外兩年的延期，以為了符合第 20.16.5(a)條規定而產生任何補貼計劃，透過最遲在本款規定的三年期限屆滿前六個月，向委員會提供書面請求。越南的請求應包括請求延長期限的理由及有關按第 20.16.10 條規定提供的補貼計畫相關訊息。越南可能會按照本節(段)提出請求，以利用這種一次性延期，除非委員會另有決定在 60 天內收到請求。最遲額外兩年期間屆滿之日起，越南應以書面形式對已採取履行第 20.16.5(a)義務的措施的報告提供給委員會。 [19] 既有之漁業補貼計畫資訊及數據的分享並未預先判斷它們在 GATT 1994 或 WTO SCM 協定下的法律身分、效力或性質，且打算補充 WTO 數據報告之要求。 [20] 區域與國際工具包括 2001 年 IUU 漁業行動計畫、2005 年 3 月 12 日於羅馬訂定對 IUU 漁業之羅馬宣言，2009 年 11 月 22 日於羅馬訂定之港口國對非法、未報告與未管制之漁業活動進行預防、遏止與削除措施協定，以及其他由跨政府性質之區域漁業管理組織所制定的工具或安排，其有能力建立對話與管理措施。

15. Consistent with Article 26.2.2 (Publication), a Party shall, to the extent possible, provide other Parties the opportunity to comment on proposed measures that are designed to prevent trade in fisheries products that results from IUU fishing. [12] These instruments include, among others, and as they may apply, UNCLOS, the United Nations Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks, done at New York, 4 December 1995 (UN Fish Stocks Agreement), the FAO Code of Conduct for Responsible Fisheries, the 1993 FAO Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas, (Compliance Agreement) done at Rome, 24 November 1993 and the 2001 IUU Fishing Plan of Action. [13] For the purposes of this Article, a subsidy shall be attributable to the Party conferring it, regardless of the flag of the vessel involved or the application of rules of origin to the fish involved. [14] For the purposes of this paragraph, "fishing" means searching for, attracting, locating, catching, taking or harvesting fish or any activity which can reasonably be expected to result in the attracting, locating, catching, taking or harvesting of fish. [15] The negative effect of such subsidies shall be determined based on the best scientific evidence available.	

[16] For the purposes of this Article, a fish stock is overfished if the stock is at such a low level that mortality from fishing needs to be restricted to allow the stock to rebuild to a level that produces maximum sustainable yield or alternative reference points based on the best scientific evidence available. Fish stocks that are recognised as overfished by the national jurisdiction where the fishing is taking place or by a relevant Regional Fisheries Management Organisation shall also be considered overfished for the purposes of this paragraph. [17] The term "fishing vessels" refers to any vessel, ship or other type of boat used for, equipped to be used for, or intended to be used for fishing or fishing related activities. [18] Notwithstanding this paragraph, and solely for the purpose of completing a stock assessment that it has already initiated, Viet Nam may request an extension of two additional years to bring any subsidy programmes into conformity with Article 20.16.5(a) by providing a written request to the Committee no later than six months before the expiry of the three-year period provided for in this paragraph. Viet Nam's request shall include the reason for the requested extension and the information about its subsidy programmes as provided for in Article 20.16.10. Viet Nam may avail itself of this one-time extension upon providing a request in accordance with this paragraph unless the Committee decides otherwise within 60 days of receiving the request. No later than the date on which the additional two-year period expires, Viet Nam shall provide to the Committee in writing a report on the measures it has taken to fulfill its obligation under Article 20.16.5(a). [19] Sharing information and data on existing fisheries subsidy programmes does not	

prejudge their legal status, effects or nature under the GATT 1994 or the SCM Agreement and is intended to complement WTO data reporting requirements. [20] Regional and international instruments include, among others, and as they may apply, the 2001 IUU Fishing Plan of Action, the *2005 Rome Declaration on IUU Fishing*, done at Rome on 12 March 2005, the *Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing*, done at Rome, 22 November 2009, as well as instruments establishing and adopted by Regional Fisheries Management Organisations, which are defined as intergovernmental fisheries organisations or arrangements, as appropriate, that have the competence to establish conservation and management measures.	