

Miscellaneous No. 13 (2026)

Agreement
on Electronic Commerce

Adopted Yaoundé, 28 March 2026

[The Agreement has not been ratified by the United Kingdom]

Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of His Majesty
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AGREEMENT ON ELECTRONIC COMMERCE

PREAMBLE

The Parties to this Agreement (hereinafter referred to as "the Parties"),

Building on their respective rights and obligations under the WTO Agreement;

Recognizing the right of each Party to adopt regulatory measures to achieve legitimate policy objectives;

Reaffirming the importance of global electronic commerce and the opportunities it creates for economic growth and sustainable development;

Emphasizing the importance of frameworks that promote open, transparent, non-discriminatory, and predictable regulatory environments for facilitating electronic commerce;

Recognizing the importance of the safe and responsible development and use of digital technologies to foster public trust;

Determined to further narrow the digital divide, and to enhance the benefits and opportunities provided by electronic commerce for businesses, consumers, and workers in the global economy, and particularly in developing and least-developed countries;

Recognizing the special needs of developing and, particularly, least-developed country Parties and the importance of supporting them in implementing this Agreement through enhanced technical assistance and capacity building;

Recognizing the potential of electronic commerce as a social and economic development tool and the importance of enhancing interoperability, innovation, competition, and access to information and communications technologies for all peoples, particularly underrepresented groups, and MSMEs;

Hereby agree as follows:

SECTION A

SCOPE AND GENERAL PROVISIONS

Article 1: Scope

1.1 This Agreement shall apply to measures adopted or maintained by a Party affecting trade by electronic means.

1.2 This Agreement shall not apply to:

(a) government procurement;

(b) a service supplied in the exercise of governmental authority; or

(c) except for Article 8, Article 9, and Article 12, information held or processed by or on behalf of a Party, or measures related to that information, including measures related to its collection.

Article 2: Definitions

For the purposes of this Agreement:

(a) "Committee" means the Committee on Trade-Related Aspects of Electronic Commerce established under Article 28.1;

(b) "country" includes any separate customs territory that is a Party to this Agreement. In the case of a separate customs territory that is a Party to this Agreement, where an expression in this Agreement is qualified by the term 'national', such expression shall be read as pertaining to that customs territory, unless otherwise specified;

(c) "Dispute Settlement Understanding" means the *Understanding on Rules and Procedures Governing the Settlement of Disputes*, set out in Annex 2 to the WTO Agreement;

(d) "enterprise" means any entity constituted or organized under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including any branch, corporation, trust, partnership, sole proprietorship, joint venture, or association;

(e) "GATS" means the *General Agreement on Trade in Services*, set out in Annex 1B to the WTO Agreement;

(f) "GATT 1994" means the *General Agreement on Tariffs and Trade 1994*, set out in Annex 1A to the WTO Agreement;

(g) "government procurement" means the process by which a government obtains the use of or acquires goods or services, or any combination thereof, for governmental purposes and not with a view to commercial sale or resale or use in the production or supply of goods or services for commercial sale or resale;

(h) "measure" means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

(i) "MSMEs" means micro, small, and medium-sized enterprises;

(j) "person" means a natural person or an enterprise;

(k) "service supplied in the exercise of governmental authority" has the meaning in the GATS, including, where applicable, the GATS Annex on Financial Services; and

(l) "WTO Agreement" means the *Marrakesh Agreement Establishing the World Trade Organization*, done at Marrakesh on 15 April 1994.

Article 3: Relation to Other Agreements

3.1 The Parties affirm their rights and obligations under the WTO Agreement. The Parties further affirm that this

Agreement does not create either obligations or rights for Members of the WTO that have not accepted it.

3.2 Nothing in this Agreement shall be construed as diminishing a Party's rights and obligations under the WTO Agreement, including any market access commitments inscribed in a Party's schedule of commitments to the GATT 1994 or the GATS, respectively.[1]

[1] For greater certainty, this provision also applies to the exceptions set out in Articles 25 and 26.

SECTION B

ENABLING ELECTRONIC COMMERCE

Article 4: Electronic Transactions Framework

4.1 Each Party shall endeavour to adopt or maintain a legal framework governing electronic transactions that is consistent with the principles of the *UNCITRAL Model Law on Electronic Commerce 1996*.

4.2 Each Party shall endeavour to:

(a) avoid any undue regulatory burden on electronic transactions; and

(b) facilitate input by interested persons in the development of its legal framework for electronic transactions.

4.3 The Parties recognize the importance of facilitating the use of electronic transferable records. To this end, each Party shall endeavour to adopt or maintain a legal framework that takes into account the *UNCITRAL Model Law on Electronic Transferable Records 2017*.

Article 5: Electronic Authentication and Electronic Signatures[2]

5.1 For the purposes of this Article:

(a) "electronic authentication" means the process or act of verifying the identity of a party to an electronic communication or transaction, or ensuring the integrity of an electronic communication; and

(b) "electronic signature" means data in electronic form that is in, affixed to, or logically associated with an electronic data message and that may be used to identify the signatory in relation to the data message and indicate the signatory's approval of the information contained in the data message.

5.2 Except in circumstances otherwise provided for under its

laws or regulations, a Party shall not deny the legal effect, legal validity, or admissibility as evidence in legal proceedings of an electronic signature solely on the basis that the signature is in electronic form.

5.3 No Party shall adopt or maintain measures that would:

(a) prohibit parties to an electronic transaction from mutually determining the appropriate electronic authentication method or electronic signature for that transaction; or

(b) prevent parties to an electronic transaction from having the opportunity to establish before judicial or administrative authorities that their transaction complies with any legal requirements with respect to electronic authentication or electronic signatures.

5.4 Notwithstanding paragraph 3, a Party may require that, for a particular category of transactions, the method of authentication or electronic signature meets certain performance standards or is certified by an accredited authority in accordance with its laws or regulations.

5.5 To the extent provided for under its laws or regulations, each Party shall apply paragraphs 2 to 4 to electronic seals, electronic time stamps, and electronic registered delivery services.

5.6 Parties shall encourage the use of interoperable electronic authentication.

5.7 Parties may work together, on a voluntary basis, to encourage the mutual recognition of electronic signatures.

[2] For greater certainty, nothing in this Article prevents a Party from according greater legal effect, to an electronic signature that satisfies certain requirements, such as indicating that the electronic data message has not been altered or verifying the identity of the signatory.

Article 6: Electronic Contracts

Except in circumstances otherwise provided for under its laws or regulations, a Party shall not deny the legal effect, legal validity, or enforceability of an electronic contract[3] solely on the basis that the contract has been made by electronic means.

Article 7: Electronic Invoicing

7.1 For the purposes of this Article:

(a) "electronic invoicing" means the processing and exchange of an invoice between a seller and a buyer using a structured digital format; and

(b) "electronic invoicing framework" means a system that facilitates electronic invoicing.

7.2 Except in circumstances otherwise provided for under its laws or regulations, a Party shall not deny the legal effect or admissibility as evidence in legal proceedings of an invoice solely on the basis that the invoice is in electronic form.

7.3 The Parties recognize that electronic invoicing frameworks can help improve the cost effectiveness, efficiency, accuracy, and reliability of electronic commerce transactions.

7.4 To the extent that a Party develops a measure related to electronic invoicing frameworks, it shall endeavour to design the measure to support cross-border interoperability, including by taking into account relevant international standards, guidelines, or recommendations, where they exist.

7.5 Each Party shall endeavour, as appropriate, to share best practices relating to electronic invoicing.

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[3] For greater certainty, an electronic contract includes a contract made by interaction with an automated message system.

Article 8: Paperless Trading

8.1 For the purposes of this Article:

(a) "customs authority" means any authority that is responsible under the law of a Party for the administration of its customs laws and regulations;

(b) "electronic format" includes any format suitable for automated interpretation and electronic processing without human intervention, as well as digitized images or forms; and

(c) "supporting documentation" means any documentation that is required to support the information presented to a Party for importation, exportation, or transit of goods through its territory, which may include documents such as invoices, bills of lading, packing lists, or money transfers.

8.2 With a view to creating a paperless border environment for trade in goods, the Parties recognize the importance of eliminating paper forms and documents required for importation, exportation, or transit of goods. To this end, each Party is encouraged to eliminate paper forms and documents, as appropriate, and transition towards using forms and documents in data-based formats.

8.3 Each Party shall make any form issued or controlled by its customs authority for importation, exportation, or transit of goods through its territory available to the public in electronic format.

8.4 Each Party shall endeavour to make any form issued or controlled by any government agency other than its customs authority for importation, exportation, or transit of goods through its territory available to the public in electronic format.

8.5 No Party shall be required to apply paragraphs 3 or 4 if there is an international legal requirement to the contrary.

8.6 Each Party shall endeavour to make instructions for the submission in electronic format of the forms referred to in paragraphs 3 and 4 available through the Internet.

8.7 Each Party shall accept any form issued or controlled by its customs authority and, as appropriate, supporting documentation, required by its customs authority for importation, exportation, or transit of goods through its territory submitted in electronic format as the legal equivalent of the paper version of those documents.

8.8 Each Party shall endeavour to accept any form issued or controlled by any government agency other than its customs authority and, as appropriate, supporting documentation, required by any government agency other than its customs authority for importation, exportation, or transit of goods through its territory submitted in electronic format as the legal equivalent of the paper version of those documents.

8.9 No Party shall be required to apply paragraphs 7 or 8 if:

(a) there is a domestic or an international legal requirement to the contrary; or

(b) doing so would reduce the effectiveness of the customs or other trade procedures required for importation, exportation, or transit of goods through its territory.

8.10 Each Party shall endeavour to notify a list of any paper forms required under subparagraph 9(a) to the Committee within two years after the date of entry into force of this Agreement. Each Party shall endeavour to update such list, as appropriate.

8.11 The Parties shall endeavour to cooperate, as appropriate, in international fora to promote the use of electronic forms and documents required for importation, exportation, or transit of goods.

8.12 Recognizing that the use of an international standard for utilization of electronic forms and documents required for importation, exportation, or transit of goods can facilitate trade, each Party shall endeavour to take into account, as appropriate, standards of, or methods agreed by, relevant international organizations.

Article 9: Single Windows Data Exchange and System Interoperability

9.1 In establishing or maintaining its single window under paragraph 4.1 of Article 10 of the Agreement on Trade Facilitation, set out in Annex 1A of the WTO Agreement, each Party shall endeavour to enable through a single entry point the electronic submission of the documentation or data that Party requires for importation, exportation, or transit of goods through its territory for all its participating authorities or agencies.

9.2 A Party's single window should allow, where possible, the electronic submission of documentation or data in advance in order to begin processing information prior to the arrival of goods with a view to expediting the release of goods upon arrival in its territory.

9.3 In establishing or maintaining its single window, each Party:

(a) shall endeavour to incorporate, as appropriate, the World Customs Organization Data Model or other international standards for data elements;

(b) shall ensure the protection and confidentiality of the data exchanged with other single windows, whenever this exchange is permitted; and

(c) is encouraged to implement a reference number or other identity verification tool to uniquely identify data relating to an individual transaction.

9.4 Where a single window is not available or not integrated with a Party's customs authorities, paragraph 3 shall apply, as appropriate, to customs management systems used for processing data related to importation, exportation, or transit of goods through its territory.

9.5 Further to paragraphs 3 and 4, the Parties shall endeavour to:

(a) share their respective experiences in establishing or maintaining a single window; and

(b) work towards a harmonization, to the extent practicable, of data elements and customs processes.

9.6 Taking into account the interests of MSMEs, the Parties shall endeavour to allow traders and other stakeholders to use service providers to exchange data on their behalf with a single window or, where a single window is not available, with a customs management system.[4]

Article 10: Electronic Payments

10.1 For the purposes of this Article:

(a) "electronic payment" means the payer's transfer of a monetary claim on a person that is acceptable to the payee and made through electronic means, but does not include payment services of central banks involving settlement between financial service suppliers[5]; and

(b) "self-regulatory organization" means a non-governmental body that is recognized by a Party as a self-regulatory body and exercises regulatory or supervisory authority over electronic payments service suppliers or financial service suppliers by statute of or delegation from that Party's central or regional government.

10.2 Noting the rapid growth of electronic payments, in particular those supplied by new electronic payments services suppliers, the Parties recognize:

(a) the benefit of supporting the development of safe, efficient, trustworthy, secure, affordable, and accessible cross-border electronic payments by

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[4] For greater certainty, this paragraph does not preclude a Party from requiring service providers to meet certain procedural requirements in order to exchange data with the single window.

[5] For greater certainty, nothing in this Article requires a Party to grant electronic payments services suppliers of another Party not established in its territory access to payment services of central banks that involve settlement between financial services suppliers.

fostering the adoption and use of internationally accepted standards, promoting interoperability of electronic payments systems, and encouraging useful innovation and competition in electronic payments services;

(b) the importance of enabling the introduction of safe, efficient, trustworthy, secure, affordable, and accessible electronic payment products and services in a timely manner; and

(c) the importance of upholding safe, efficient, trustworthy, secure, and accessible electronic payments systems through laws and regulations that, where appropriate, account for the risks of such systems.

10.3 In accordance with its laws and regulations, each Party shall endeavour to:

(a) further to Article 18, make its laws and regulations on electronic payments, including those pertaining to regulatory approvals, licensing requirements, procedures, and technical standards, publicly available in a timely manner;

(b) finalize decisions on regulatory or licensing approvals in a timely manner;

(c) take into account, for relevant electronic payments systems, internationally accepted payment standards to enable greater interoperability between electronic payments systems; and

(d) encourage electronic payments service suppliers and financial service suppliers to facilitate greater interoperability, competition, security, and innovation in electronic payments, which may include partnerships with third-party providers, subject to appropriate risk management.

10.4 Subject to any terms, limitations, conditions, or qualifications set out in its Schedule of Commitments to the GATS ("Schedule"), each Party that has undertaken a commitment in its Schedule in respect of Mode 3

(Commercial Presence) supply covering electronic payments services shall grant, on terms and conditions that accord national treatment, financial service suppliers of another Party established in its territory access to payment and clearing systems[6] operated by a public entity.[7]

10.5 A Party that has not undertaken a commitment referred to in paragraph 4, shall endeavour to comply with the obligation specified therein, to the extent practicable.

10.6 For greater certainty, nothing in paragraphs 4 or 5 requires a Party to allow service suppliers of another Party to engage in the services on which it has not undertaken specific commitments under the GATS.

10.7 Further to Article 18, each Party shall, to the extent applicable, take such reasonable measures as may be available to it to ensure that the rules of general application adopted or maintained by its self-regulatory organizations are promptly published or otherwise made publicly available.

10.8 For greater certainty, nothing in this Article prevents a Party from adopting or maintaining measures regulating the need to obtain licenses or permits, or the approval of access applications.

[6] For greater certainty, access to payment and clearing systems may be granted through: (a) direct access; or (b) indirect access through a financial service supplier that qualifies for, and has direct access under, the law of a Party.

[7] The terms used in this paragraph shall be understood with reference to the GATS, including the Annex on Financial Services.

SECTION C

OPENNESS AND ELECTRONIC COMMERCE

Article 11: Customs Duties on Electronic Transmissions

11.1 For the purposes of this Article, "electronic transmission" means a transmission made using any electromagnetic means and includes the content of the transmission.

11.2 The Parties acknowledge the importance of the Work Programme on Electronic Commerce (WT/L/274) and recognize that the practice of not imposing customs duties on electronic transmissions has played an important role in the development of the digital economy.

11.3 No Party shall impose customs duties on electronic transmissions between a person of one Party and a person of another Party.

11.4 For greater certainty, paragraph 3 does not preclude a Party from imposing internal taxes, fees, or other charges on electronic transmissions in a manner not inconsistent with the WTO Agreement.

11.5 Taking into account the evolving nature of electronic commerce and digital technology, the Parties shall review this Article in the fifth year after the date of entry into force of this Agreement, and periodically thereafter, with a view to assessing the impacts of this Article and whether any amendments are appropriate.

Article 12: Open Government Data[8]

12.1 For the purposes of this Article, "metadata" means structural or descriptive information about data, such as the content, format, source, rights, accuracy, provenance, frequency, periodicity, granularity, publisher or responsible party, contact information, method of collection, or context.

12.2 This Article shall apply to measures adopted or maintained by a Party with respect to data held by its central government, disclosure of which is not restricted under its

law and which that Party makes digitally available for public access and use (hereinafter referred to as "government data").

12.3 The Parties recognize the benefit of making data held by regional or local governments digitally available for public access and use in a manner consistent with paragraphs 4 to 6.

12.4 The Parties recognize that facilitating public access to and use of government data fosters economic and social development, competitiveness, and innovation. To this end, the Parties are encouraged to expand the coverage of such data, such as through engagement and consultation with interested stakeholders.

12.5 To the extent that a Party chooses to make government data digitally available for public access and use, it shall endeavour, to the extent practicable, to ensure that such data is:

(a) made available in a machine-readable and open format;

(b) searchable and retrievable;

(c) updated, as applicable, in a timely manner;

(d) accompanied by metadata that is, to the extent possible, based on commonly used formats that allow the user to understand and utilize the data; and

(e) made generally available at no or reasonable cost to the user.

12.6 To the extent that a Party chooses to make government data digitally available for public access and use, it shall endeavour to avoid imposing conditions that unduly prevent or restrict the user of such data from:

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[8] For greater certainty, this Article is without prejudice to a Party's law pertaining to intellectual property and personal data protection.

(a) reproducing, redistributing, or republishing the data;

(b) regrouping the data; or

(c) using the data for commercial and non-commercial purposes, including in the process of producing a new product or service.[9]

12.7 The Parties shall endeavour to cooperate on matters that facilitate and expand public access to and use of government data, including exchanging information and experiences on practices and policies, with a view to encouraging the development of electronic commerce and creating business opportunities, particularly for MSMEs.

Article 13: Access to and Use of the Internet for Electronic Commerce

13.1 For the purposes of this Article, "end-user" means a person who purchases or subscribes to an Internet access service from an Internet access service supplier.

13.2 The Parties recognize the benefits of end-users in their respective territories having the ability to:

(a) access and use lawful services and applications of their choice available on the Internet, subject to reasonable network management that does not block or slow down Internet traffic for unfair commercial advantage[10];

(b) connect the devices of their choice to the Internet, provided that such devices do not harm the network; and

(c) access transparent and clear information on the network management practices of their Internet access service supplier.

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[9] For greater certainty, nothing in this paragraph prevents a Party from requiring a user of such data to link to original sources.

[10] For the purposes of this subparagraph, the Parties recognize that an Internet access service supplier that offers certain content only to its end-users would not be acting inconsistently with this principle.

13.3 For greater certainty, nothing in paragraph 2 requires a Party to adopt, amend, or maintain a particular measure to implement the principles set out in that paragraph.

SECTION D
TRUST AND ELECTRONIC COMMERCE

Article 14: Online Consumer Protection

14.1 For the purposes of this Article, "misleading, fraudulent, and deceptive commercial activities" include:

(a) making material misrepresentations[11], including implied factual misrepresentations, or false claims as to matters, such as the qualities, price, suitability for purpose, quantity, or origin of goods or services;

(b) advertising goods or services for supply without intention or reasonable capability to supply;

(c) failing to deliver goods or provide services to a consumer after the consumer is charged unless justified on reasonable grounds; and

(d) charging a consumer for goods or services not requested.

14.2 The Parties recognize the importance of transparent and effective measures that enhance consumer confidence and trust in electronic commerce. To this end, each Party shall adopt or maintain measures to proscribe misleading, fraudulent, and deceptive commercial activities that cause harm, or potential harm, to consumers engaged in electronic commerce.[12]

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[11] For the purposes of this Article, "material misrepresentations" means misrepresentations that are likely to affect a consumer's conduct or decision to use or purchase a good or service.

[12] For the purposes of this Article, "engaged in electronic commerce"

includes the pre-transaction phaseof electronic commerce

14.3 To protect consumers engaged in electronic commerce, each Party shall endeavour to adopt or maintain measures that aim to ensure:

(a) that suppliers of goods or services deal fairly and honestly with consumers;

(b) that suppliers of goods or services provide complete, accurate, and transparent information on those goods or services, including any terms and conditions of purchase; and

(c) the safety of goods and, where applicable, services during normal or reasonably foreseeable use.

14.4 The Parties recognize the importance of affording to consumers engaged in electronic commerce consumer protection at a level not less than that afforded to consumers engaged in other forms of commerce.

14.5 The Parties recognize the importance of cooperation between their respective consumer protection agencies or other relevant bodies, including the exchange of information and experience, as well as cooperation in appropriate cases of mutual concern regarding the violation of consumer rights in relation to electronic commerce in order to enhance online consumer protection, where mutually decided.

14.6 Each Party shall promote access to, and awareness of, consumer redress or recourse mechanisms, including for consumers transacting cross-border.

Article 15: Unsolicited Commercial Electronic Messages

15.1 For the purposes of this Article:

(a) "commercial electronic message" means an electronic message which is sent for commercial purposes to an electronic address of a person[13]

[13] For greater certainty, the "electronic address of a person" does not include an IP address.

through a telecommunications service, comprising at least electronic mail and, to the extent provided for under a Party's laws or regulations, other types of electronic messages; and

(b) "unsolicited commercial electronic message" means a commercial electronic message that is sent without the consent of the recipient or despite the explicit rejection of the recipient.

15.2 The Parties recognize the importance of promoting confidence and trust in electronic commerce, including through transparent and effective measures that limit unsolicited commercial electronic messages. To this end, each Party shall adopt or maintain measures that:

(a) require suppliers of commercial electronic messages to facilitate the ability of recipients to prevent ongoing reception of those messages;

(b) require the consent, as specified in its laws or regulations, of recipients to receive commercial electronic messages; or

(c) otherwise provide for the minimisation of unsolicited commercial electronic messages.

15.3 Each Party shall endeavour to ensure that commercial electronic messages are clearly identifiable as such, clearly disclose on whose behalf they are sent, and contain the necessary information to enable recipients to request cessation of those messages free of charge and at any time.

15.4 Each Party shall provide access to redress or recourse against suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraph 2.

15.5 Parties shall endeavour to cooperate in appropriate cases of mutual concern regarding the regulation of unsolicited commercial electronic messages.

Article 16: Personal Data Protection

16.1 For the purposes of this Article, "personal data" means any information relating to an identified or identifiable natural person.

16.2 The Parties recognize that strong and effective protection of personal data and related individual rights contribute to enhancing consumer confidence and trust in the digital economy.

16.3 Each Party shall adopt or maintain a legal framework that provides for the protection of the personal data of users of electronic commerce.[14]

16.4 In developing its legal framework for the protection of personal data, each Party should take into account principles and guidelines developed by relevant international bodies or organizations.

16.5 Each Party shall endeavour to ensure that its legal framework adopted or maintained under paragraph 3 provides for the non-discriminatory protection of the personal data of natural persons.

16.6 Each Party shall publish information on the personal data protections it provides to users of electronic commerce, including guidance on how:

(a) a natural person can pursue remedies; and

(b) enterprises can comply with legal requirements.

16.7 Recognizing that the Parties may take different legal approaches to protecting personal data, each Party should encourage the development of mechanisms to promote compatibility between these different regimes.

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[14] For greater certainty, a Party may comply with this paragraph by adopting or maintaining measures, or a combination of measures, such as a comprehensive privacy law, personal data protection laws, sector-specific laws covering privacy or other laws that address privacy violations.

16.8 The mechanisms referred to in paragraph 7 may include the recognition of regulatory outcomes, whether accorded autonomously or by mutual arrangement, or broader international frameworks.

16.9 The Parties shall endeavour to exchange information on the mechanisms referred to in paragraph 7 that are applied in their respective jurisdictions.

Article 17: Cybersecurity

17.1 The Parties recognize that threats to cybersecurity undermine confidence in electronic commerce.

17.2 The Parties further recognize the evolving nature of cyber threats. In order to identify and mitigate cyber threats and thereby facilitate electronic commerce, the Parties shall endeavour to:

(a) build the capabilities of their respective national entities responsible for cybersecurity incident response; and

(b) collaborate to identify and mitigate malicious intrusions or dissemination of malicious code that affect a Party's electronic networks, to address cybersecurity incidents in a timely manner, and to share information for awareness and best practices.

17.3 Noting the evolving nature of cyber threats and their negative impact on electronic commerce, the Parties recognize the importance of risk-based approaches in addressing such threats while minimizing trade barriers. Accordingly, to identify and protect against cybersecurity risks, detect cybersecurity events, and respond to and recover from cybersecurity incidents, each Party shall endeavour to use, and encourage enterprises within its jurisdiction to use, risk-based approaches that rely on risk management best practices and on standards developed in a consensus-based, transparent, and open manner.

SECTION E

TRANSPARENCY, COOPERATION, AND DEVELOPMENT

Article 18: Transparency

Further to Article III of the GATS and Article X of the GATT 1994, each Party shall promptly publish or otherwise make publicly available and, except in emergency situations, at the latest by the time of their entry into force, all measures of general application pertaining to or affecting the operation of this Agreement.

Article 19: Cooperation

19.1 Recognizing the global nature of electronic commerce, Parties shall endeavour to:

(a) work together to facilitate the use of and access to electronic commerce by all peoples, particularly under-represented groups and MSMEs;

(b) exchange information and share experiences on laws, regulations, and policies relating to electronic commerce; and

(c) participate actively in regional and multilateral fora to promote the development of electronic commerce.

19.2 Areas of cooperation for the purposes of paragraph 1 may include:

(a) protection of personal data;

(b) online consumer protection, including means for consumer redress and building consumer confidence;

(c) unsolicited commercial electronic messages;

(d) security in electronic communications;

(e) competition in digital markets;

(f) electronic authentication;

(g) cross-border logistics services, including multi-model transport, and cooperation between logistic services and postal services;

(h) trade facilitation for cross-border electronic commerce, including the use of customs warehouses or free zones, and regulatory cooperation in areas such as data exchange and product safety risk warning; and

(i) any other area as jointly decided by the Parties.

19.3 Each Party shall, within its available resources, establish or maintain an enquiry point or points to:

(a) be responsible for any notification or consultation procedure related to the implementation of this Agreement; and

(b) respond to reasonable enquiries from another Party on matters covered by this Agreement.

Article 20: Development

20.1 The Parties recognize:

(a) the importance of strengthening international efforts to bridge the digital divide and enable an inclusive digital economy; and

(b) the contribution of electronic commerce rules to overcoming digital trade-related challenges and promoting the inclusive growth of electronic commerce.

20.2 The Parties acknowledge their role in supporting developing and least-developed country Parties to effectively participate and tap into growth opportunities in electronic commerce and the digital economy, including by supporting better access to digital ecosystems and infrastructure as well as supporting their people and MSMEs.

20.3 The Parties recognize the importance of technical assistance and capacity building to developing and least-developed country Parties in implementing this Agreement.

20.4 Assistance and support for capacity building[15] should be provided to help developing and least-developed country Parties implement the provisions of this Agreement, in accordance with the nature and scope of such provisions.

20.5 The Parties recognize that developing and least-developed country Parties may require an extended period of time or the acquisition of implementation capacity, through assistance and support for capacity building, to implement certain obligations under this Agreement.

20.6 Each developing and least-developed country Party may, on the date of entry into force of this Agreement for that Party, self-designate any provision of this Agreement for which it requires an implementation period of no more than five years by submitting a list of such provisions to the Committee.

20.7 Each developing and least-developed country Party may extend, for up to two additional years, the implementation period for any provisions self-designated pursuant to paragraph
6. Each such Party shall notify the Committee of any extension no later than 120 days before the expiry of the initial implementation period, detailing the reasons for the extension and the relevant actions required to complete the implementation thereof.

20.8 Developed country Parties, and developing country Parties in a position to do so, are encouraged to provide developing and least-developed country Parties with support to conduct or update their needs assessment to identify gaps in capacity to implement this Agreement,

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[15] For the purposes of this Article, assistance and support for capacity building may take the form of technical, financial, or any other mutually agreed form of assistance.

either bilaterally or through relevant international organizations.

20.9 The results of any needs assessment conducted or updated in accordance with paragraph 8 should inform the self-designation of provisions by a developing or least-developed country Party under paragraph 6 and the extension of any implementation period under paragraph 7.

20.10 The Parties recognize the importance of technical assistance and capacity building for the full implementation of all provisions of this Agreement. To this end, developing country and least-developed country Parties may identify any provision of this Agreement in respect of which they would most benefit from technical assistance and capacity building. Developed country Parties, and developing country Parties in a position to do so, agree to facilitate the provision of assistance and support for capacity building in respect of such provisions, either bilaterally or through appropriate international organizations, on mutually agreed terms and taking into account the specific needs and priorities of developing and least-developed country Parties.

20.11 Parties shall endeavour to apply the following principles for providing assistance and support for capacity building with regard to the implementation of this Agreement:

20.11.1 take into account the overall developmental framework of recipient countries and regions and, where relevant and appropriate, ongoing reform and technical assistance and capacity building programmes;

20.11.2 include, where relevant and appropriate, activities to address regional and sub-regional challenges and promote regional and sub-regional integration;

20.11.3 consider the activities of the private sector, to the extent possible, when developing capacity building programmes or activities; and

20.11.4 promote coordination between and among Parties and other relevant institutions, including regional economic communities, to ensure maximum effectiveness of and results from this assistance. To this end:

20.11.4.1 coordination should aim to avoid overlap and duplication in assistance programmes and inconsistencies in reform activities through close coordination of technical assistance and capacity building interventions;

20.11.4.2 relevant global and regional trade-related programmes should be considered as part of this coordination process, including those specifically focused on least-developed country Parties; and

20.11.4.3 Parties should promote internal coordination between their trade and development officials in the implementation of this Agreement and provision of technical assistance and capacity building.

20.12 Article 27 shall not apply to the settlement of disputes against a least-developed country Party concerning any provision of this Agreement for a period of seven years after the date of entry into force of this Agreement for that Party.

20.13 Article 27 shall not apply to the settlement of disputes against a developing country Party concerning a provision of this Agreement in respect of which it has self-designated or extended an implementation period under paragraphs 6 or 7, respectively, for the duration of the implementation period applicable to that provision.

20.14 Notwithstanding the grace period referred to in paragraph 12, before a Party requests consultations under Article 27 concerning a measure of a least-developed country Party, and at all stages of any dispute settlement procedures thereafter, it shall give particular consideration to the special situation of least-developed country Parties. In this regard, the

Parties shall exercise due restraint in raising matters under Article 27 involving least-developed country Parties.

20.15 The Parties recognize the importance of transparency in the provision of assistance and support for capacity building to facilitate the effective implementation of this Agreement. To this end, the Parties shall endeavour to discuss in the first meeting of the Committee and regularly thereafter, relevant information[16] on their existing and new technical assistance and capacity building programmes. To enhance this discussion, in advance of the first dedicated session of the Committee and regularly thereafter, each developed country Party shall submit a description of relevant technical assistance and capacity building programmes. Developing country and least-developed country Parties that have received technical assistance and capacity building are encouraged to share their experiences. The Parties intend to use these submissions to help better understand whether existing programmes are meeting the needs expressed by developing country and least-developed country Parties.

20.16 Developing country Parties declaring themselves in a position to provide assistance and support for capacity building are encouraged to submit the information specified in paragraph 15 to the Committee, on the date of entry into force of this Agreement and regularly thereafter.

20.17 The Committee shall make available online the information provided under paragraphs 15 and 16, together with information about the relevant activities of international organizations.

20.18 Developing country and least-developed country Parties intending to avail themselves of relevant assistance and support for capacity building shall submit to the Committee information on a contact point or points of the office or offices responsible for coordinating and prioritizing such assistance and support.

[16] For greater certainty, "relevant information" may include: (a) a description of the assistance or support for capacity building provided; (b) information on how to apply for or access such assistance or support, including a Party's contact point or points; and (c) a list of the beneficiaries of such assistance or support.

20.19 For the purposes of this Article, as appropriate, the Committee shall hold at least one dedicated session annually to:

20.19.1 monitor technical assistance or capacity building support for the implementation of obligations subject to implementation periods self-designated or extended under paragraphs 6 or 7, respectively;

20.19.2 discuss issues regarding the implementation of the provisions of this Agreement;

20.19.3 review progress regarding technical assistance or capacity building support for the implementation of this Agreement, including where any developing or least-developed country Parties are not receiving adequate assistance and support for capacity building; and

20.19.4 facilitate the sharing of Parties' relevant experiences, challenges, successes, and information.

SECTION F
TELECOMMUNICATIONS

Article 21: Telecommunications

21.1 For the purposes of this Article and the Annex:

(a) "essential facilities" means facilities of a public telecommunications transport network or service that:

(i) are exclusively or predominantly provided by a single or limited number ofsuppliers; and

(ii) cannot feasibly be economically or technically substituted in order to providea service;

(b) "major supplier" means a supplier that has the ability to materially affect the termsof participation (having regard to price and supply) in the relevant market for basictelecommunications services as a result of:

(i) control over essential facilities; or

(ii) use of its position in the market;

(c) "network element" means a facility or equipment used in supplying a public telecommunications service, including features, functions, and capabilities provided by means of that facility or equipment; and

(d) "user" means a service consumer and service supplier.

21.2 Each Party shall undertake the obligations set out in the Annex.[17, 18]

21.3 Each Party shall ensure that its telecommunications regulatory authority does not hold a financial interest or maintain an operating or management role in a supplier of public telecommunications networks and services. This paragraph shall not be construed to prohibit a government entity of a Party other than its telecommunications regulatory authority from owning equity in such a supplier.

21.4 Each Party shall ensure that its telecommunications regulatory authority has the power to carry out the functions assigned to it by law, including the ability to impose sanctions, and exercises such power transparently and in a timely manner.

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[17] To the extent not inconsistent with a Party's Schedule of Specific Commitments to the GATS: (a) the Annex shall not apply, for each Party, to broadcasting services as defined in its laws or regulations; (b) rural local exchange carriers may be exempted by a Party's telecommunications regulatory authority for a limited period of time from the obligations specified in paragraph 2.2 of the Annex with regard to interconnection with competing local exchange carriers. Rural telephone companies do not have to provide interconnection to competing local exchange carriers in the manner specified in paragraph 2.2 of the Annex until required to do so by a Party's telecommunications regulatory authority; and (c) paragraph 2.2 of the Annex shall only apply to a major supplier which has control over essential facilities.

[18] For greater certainty, nothing in this Article or the Annex shall be construed as requiring Parties to undertake additional specific commitments with respect to market access or national treatment under the GATS.

21.5 Each Party shall make publicly available in an easily accessible and clear form the functions carried out by its telecommunications regulatory authority.

21.6 Each Party shall endeavour to:

(a) ensure that the assignment of frequency bands for public telecommunication services are carried out through an open process that takes into account the public interest, including the promotion of competition; and

(b) carry out such assignment using market-based approaches, such as bidding procedures where appropriate.

21.7 Each Party shall empower its telecommunications regulatory authority to:

(a) determine which essential facilities are required to be made available by a major supplier to other suppliers of public telecommunications services on reasonable, non- discriminatory and transparent terms and conditions for the purpose of providing public telecommunications services; and,

(b) require a major supplier to offer access on an unbundled basis to its network elements that are essential facilities on reasonable, non-discriminatory and transparent terms and conditions for the purpose of providing public telecommunications services.

21.8 A supplier of public telecommunications services shall have access to recourse, within a reasonable period of time, to a Party's telecommunications regulatory authority or other competent authority to resolve disputes with other suppliers of public telecommunications services regarding the requirements set out in paragraph 7.

21.9 Where a telecommunications regulatory authority or other competent authority declines to initiate any action regarding a request to resolve a dispute referred to in paragraph 8, it shall, upon request of a supplier involved in the dispute, provide a written explanation for that decision within a reasonable period of time.

21.10 A supplier of public telecommunications services involved in a dispute referred to in paragraph 8 shall not be prevented from bringing an action before a Party's judicial authorities.

SECTION G EXCEPTIONS

Article 22: General Exceptions

For the purposes of this Agreement, Article XX of the GATT 1994 and its interpretative notesand Article XIV of the GATS shall apply, *mutatis mutandis*.

Article 23: Security Exception

For the purposes of this Agreement, Article XXI of the GATT 1994 and Article XIV *bis* of the GATS shall apply, *mutatis mutandis*.

Article 24: Prudential Measures

For the purposes of this Agreement, paragraph 2 of the GATS Annex on Financial Services shall apply, *mutatis mutandis*.

Article 25: Personal Data Protection Exception

Nothing in this Agreement shall prevent a Party from adopting or maintaining measures on the protection of personal data and privacy, including with respect to cross-border data transfers, provided that the law of that Party provides for instruments enabling transfers under conditions of general application[19] for the protection of the data transferred.

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[19] For greater certainty, "conditions of general application" refer to conditions formulated in objective terms that apply horizontally to an unidentified number of economic operators and thus cover a range of situations and cases.

Article 26: Indigenous Peoples

26.1 Provided that such measures are not used as a means of arbitrary or unjustified discrimination against persons of another Party or as a disguised restriction on trade by electronic means, nothing in this Agreement shall preclude a Party from adopting or maintaining measures it considers necessary to accord more favourable treatment to Indigenous Peoples in its territory in respect of matters covered by this Agreement, including in fulfilment of its obligations under its legal, constitutional, or treaty arrangements with those Indigenous Peoples.

26.2 The interpretation of a Party's legal, constitutional, or treaty arrangements with Indigenous Peoples in its territory, including as to the nature of the rights and obligations arising under such arrangements, shall not be subject to dispute settlement under Article 27. Article 27 shall otherwise apply to this Article.

SECTION H

INSTITUTIONAL ARRANGEMENTS AND FINAL PROVISIONS

Article 27: Dispute Settlement

27.1 Articles XXII and XXIII of the GATT 1994 or Articles XXII and XXIII of the GATS, as elaborated and applied by the Dispute Settlement Understanding, shall apply to consultations and the settlement of disputes arising under this Agreement.

27.2 The Dispute Settlement Understanding shall apply to disputes brought pursuant to paragraph 1.

Article 28: Committee on Trade-Related Aspects of Electronic Commerce

28.1 A Committee on Trade-Related Aspects of Electronic Commerce is hereby established, and shall be open to participation by all Parties. The Committee shall elect its own Chairperson and Vice-Chairperson, and shall meet as needed or envisioned by this Agreement, but no less than

once annually. The Committee shall establish its own rules of procedure.

28.2 The Committee shall carry out such responsibilities as assigned to it under this Agreement or by the Parties, and shall afford the Parties the opportunity to consult on any matters relating to the operation or implementation of this Agreement.

28.3 The Committee may establish or refer matters to such subsidiary bodies as it considers appropriate. All subsidiary bodies shall report to the Committee.

28.4 The Committee shall monitor the operation and implementation of this Agreement and shall report thereon annually to the General Council, including on the implementation and effectiveness of the technical assistance and capacity building programmes and activities.

28.5 The Committee shall take note of any notifications of extension received under Article 20.7 and shall follow up on any relevant action required for the implementation of those provisions that are the subject of such notifications.

28.6 Any Member of the WTO that is not a Party to this Agreement shall be entitled to participate in the Committee as an observer by submitting a written notice to the Committee. Any WTO observer may submit a written request to the Committee to participate in the Committee as an observer, and may be accorded observer status by the Committee.

Article 29: Acceptance and Entry into Force

29.1 Any Member of the WTO may accept this Agreement. Acceptance shall take place by deposit of an instrument of acceptance to this Agreement with the Director-General of the WTO.

29.2 This Agreement shall enter into force, for those Members of the WTO that have accepted it, on the 30th day following the date of deposit of the 45th instrument of acceptance.[20] Thereafter, this Agreement shall enter into force for any other Member of the WTO on the 30th day following the date of deposit of that Member's instrument of acceptance.

Article 30: Implementation

Each Party shall implement this Agreement from the date of its entry into force. Developing and least-developed country Parties that choose to use Article 20 shall implement this Agreement in accordance with that Article.

Article 31: Reservations

Reservations may not be entered in respect of any of the provisions of this Agreement without the consent of the other Parties.

Article 32: Amendments

32.1 The Parties may amend this Agreement. A decision by the Committee to adopt an amendment and to submit it for acceptance by the Parties shall be taken by consensus.

32.2 An amendment shall enter into force:

(a) except as provided for in subparagraph (b), in respect of those Parties that accept it, upon acceptance by two thirds of the Parties and thereafter for each other Party upon acceptance by it; or

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[20] For the purposes of calculating acceptances under this Article, an instrument of acceptance by the European Union shall be counted as a number of instruments of acceptance equal to the number of Member States of the European Union which are Members to the WTO.

(b) for all Parties upon acceptance by two thirds of the Parties if it is an amendment that the Committee, by consensus, has determined to be of a nature that would not alter the rights and obligations of the Parties.

Article 33: Withdrawal

33.1 Any Party may withdraw from this Agreement by providing written notification of its intent to withdraw to the Director-General of the WTO. The withdrawal shall take effect upon the expiration of 60 days from the date of receipt of the notification by the Director-General. Any Party may, upon being informed of such notification pursuant to Article 37, request an immediate meeting of the Committee.

33.2 Where a Party to this Agreement ceases to be a Member of the WTO, it shall cease to be a Party to this Agreement with effect on the date on which it ceases to be a Member of the WTO.

Article 34: Non-application of this Agreement between Particular Parties

This Agreement shall not apply as between any two Parties where either Party, at the time either Party accepts or accedes to this Agreement, does not consent to such application.

Article 35: Review

35.1 No later than two years after the date of entry into force of this Agreement, and periodically thereafter, the Parties shall undertake a review of this Agreement with a view to improving its operation and ensuring that it remains relevant to the trade issues confronting the Parties.

35.2 Taking into account the evolving nature of electronic commerce and digital technology, and recognizing the importance of establishing global rules for electronic commerce, notwithstanding paragraph 1, the Parties recognize that further negotiations may include outstanding issues in document INF/ECOM/62/Rev.5 or such other issues as the Parties may introduce. Each Party

reserves the right in any future negotiation to propose amendments to the provisions of this Agreement, including with respect to exceptions, dispute settlement, or the scope of application.

Article 36: Secretariat

This Agreement shall be serviced by the WTO Secretariat.

Article 37: Deposit

37.1 This Agreement shall be deposited with the Director-General of the WTO.

37.2 The Director-General of the WTO shall promptly furnish to each Party:

(a) a certified true copy of this Agreement and of each amendment pursuant to Article 32; and

(b) a notification of each acceptance pursuant to Article 29 and of each withdrawal pursuant to Article 33.

Article 38: Registration

This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.

Done at Yaoundé this 28 March 2026, in a single copy in the English, French, and Spanish languages, each text being authentic.

ANNEX

This Annex sets out principles on the regulatory framework for basic telecommunications services.

Section I: Competitive safeguards

1.1 Prevention of anti-competitive practices in telecommunications

Appropriate measures shall be maintained for the purpose of preventing suppliers who, alone or together, are a major supplier from engaging in or continuing anti-competitive practices.

1.2 Safeguards

The anti-competitive practices referred to in paragraph 1.1 include, in particular:

(a) engaging in anti-competitive cross-subsidization;

(b) using information obtained from competitors with anti-competitive results; and

(c) not making available to other services suppliers on a timely basis technical information about essential facilities and commercially relevant information which are necessary for them to provide services.

Section II: Interconnection

2.1 This Section applies to linking with suppliers providing public telecommunications transport networks or services in order to allow the users of one supplier to communicate with users of another supplier and to access services provided by another supplier, where specific commitments are undertaken.

2.2 Interconnection to be ensured

Interconnection with a major supplier will be ensured at any technically feasible point in the network. Such interconnection is provided:

(a) under non-discriminatory terms, conditions (including technical standards and specifications), and rates and of a quality no less favourable than that provided for its own like services or for like services of non-affiliated service suppliers or for its subsidiaries or other affiliates;

(b) in a timely fashion, on terms, conditions (including technical standards and specifications), and cost-oriented rates that are transparent, reasonable, having regard to economic feasibility, and sufficiently unbundled so that the supplier need not pay for network components or facilities that it does not require for the service to be provided; and

(c) upon request, at points in addition to the network termination points offered to the majority of users, subject to charges that reflect the cost of construction of necessary additional facilities.

2.3 Public availability of the procedures for interconnection negotiations

The procedures applicable for interconnection to a major supplier will be made publicly available.

2.4 Transparency of interconnection arrangements

It is ensured that a major supplier will make publicly available either its interconnection agreements or a reference interconnection offer.

2.5 Interconnection: Dispute settlement

A service supplier requesting interconnection with a major supplier will have recourse, either:

(a) at any time; or

(b) after a reasonable period of time which has been made publicly known,

to an independent domestic body, which may be a regulatory body as referred to in Section V, to resolve disputes regarding appropriate terms, conditions, and rates

for interconnection within a reasonable period of time, to the extent that these have not been established previously.

Section III: Universal service

Any Party has the right to define the kind of universal service obligation it wishes to maintain. Such obligations will not be regarded as anti-competitive *per se*, provided they are administered in a transparent, non-discriminatory, and competitively neutral manner and are not more burdensome than necessary for the kind of universal service defined by the Party.

Section IV: Public availability of licensing criteria

4.1 Where a licence is required, the following will be made publicly available:

(a) all the licensing criteria and the period of time normally required to reach a decision concerning an application for a licence; and

(b) the terms and conditions of individual licences.

4.2 The reasons for the denial of a licence will be made known to the applicant upon request.

Section V: Independent regulators

The regulatory body is separate from, and not accountable to, any supplier of basic telecommunications services. The decisions of and the procedures used by regulators shall be impartial with respect to all market participants.

Section VI: Allocation and use of scarce resources

Any procedures for the allocation and use of scarce resources, including frequencies, numbers and rights of way, will be carried out in an objective, timely, transparent, and non-discriminatory manner. The current state of allocated frequency bands will be made publicly available, but detailed identification of frequencies allocated for specific government uses is not required.

INTERIM ARRANGEMENTS
ANNEX

PREAMBLE

The Parties:

Noting the Parties' existing efforts to add this Agreement to Annex 4 of the WTO Agreement;

Continuing to seek to have this Agreement added to the institutional framework established by the WTO Agreement as soon as practicable;

Resolving to realise expeditiously the benefits of this Agreement;

Reaffirming the importance of supporting developing and least-developed country Parties in implementing this Agreement by addressing their individual and targeted development needs through implementation periods, technical assistance, and capacity building;

Reaffirming their rights and obligations

under the WTO Agreement; *Welcoming*

the accession of other WTO Members to

this Agreement; Agree as follows:

Section I: Application of the Annex

1.1 This Annex, including its Appendix, is an integral part of this Agreement. In the event of any inconsistency between the provisions of this Annex and the other provisions of this Agreement, the provisions of this Annex shall prevail to the extent of the inconsistency.

1.2 Up to the date on which this Agreement is added to the WTO Agreement, this Annex shall apply.

1.3 Commencing on the date on which this Agreement is added to the WTO Agreement, this Annex shall cease to apply, except as required under Section IV.

Section II: Interim Dispute Settlement Arrangements

2.1 Article 27 of this Agreement does not apply.

2.2 Each reference in this Agreement to Article 27 shall be read as a reference to Section III.

Section III: Interim Dispute Settlement

3.1 Articles XXII and XXIII of the GATT 1994 or Articles XXII and XXIII of the GATS, as elaborated and applied by the Dispute Settlement Understanding ("DSU"), are hereby incorporated into this Annex, *mutatis mutandis,* and shall apply to consultations and the settlement of disputes arising under this Agreement.

3.2 The DSU is hereby incorporated into this Annex, *mutatis mutandis,* and shall apply to consultations and the settlement of disputes brought under this Agreement.

3.3 For the purposes of this Annex:

(a) references to "covered agreement" or "covered agreements" in the DSU shall be understood as references to this Agreement;

(b) references to the "Dispute Settlement Body" or to the "DSB" in the DSU shall be understood as references to the Committee;

(c) references to the "DSU" in this paragraph and in paragraphs 3.4 and 3.5, including in the Appendix referred to in paragraph 3.4, shall be understood as references to the DSU as incorporated into this Annex in accordance with paragraph 3.2; and

(d) references to "Members" in the DSU shall be understood as references to the Parties to this Agreement.

3.4 With respect to Articles 16.4 and 17 of the DSU, the Parties recognise that adjustments are needed to operationalise appellate review for the purposes of this Annex. Until a decision is made pursuant to paragraph 3.5, if a Party wishes to appeal a panel report, the parties to

the dispute shall resort to arbitration under Article 25 of the DSU to decide the appeal.[21] The appeal arbitration procedures set out in the Appendix to this Annex shall apply, unless the parties to the dispute agree otherwise.

3.5 In the event that the WTO Appellate Body becomes able to hear appeals, the Committee shall consider and, as appropriate, decide how to operationalise appellate review under Article 17 of the DSU.

Section IV: Transitional Arrangements

4.1 The Parties shall endeavour to ensure that any decision on the addition of this Agreement to the WTO Agreement provides for transitional arrangements with a view to applying the DSU to disputes that have been brought under this Agreement but not yet resolved on the date of that addition.

4.2 In the absence of such arrangements, or any other transitional arrangements as may be decided, disputes brought under this Agreement prior to its addition to the WTO Agreement shall continue to be subject to this Annex.

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[21] For greater certainty, until a decision is made pursuant to paragraph 3.5, no Party may notify a decision to appeal a panel report pursuant to Article 16.4 of the DSU.

APPENDIX TO THE INTERIM ARRANGEMENTS ANNEX: APPEAL ARBITRATION PROCEDURES

Section A: General Provisions

1. This Appendix sets out appeal arbitration procedures which shall apply to the appeal of a panel report, in accordance with paragraph 3.4 of the Interim Arrangements Annex. These appeal arbitration procedures shall constitute, for the purposes of a specific dispute under this Agreement, the agreed procedures for arbitration under Article 25 of the DSU.[22]

2. These appeal arbitration procedures are based on the substantive and procedural aspects of WTO Appellate Review pursuant to Article 17 of the WTO DSU, in order to keep its core features, including independence and impartiality, while enhancing the procedural efficiency of appeal proceedings.

3. Appeals shall be heard by three arbitrators. These arbitrators shall be selected from the pool of standing arbitrators established pursuant to paragraph 4 of communication JOB/DSB/1/Add.12, unless the Committee decides, by consensus, to establish a separate pool of standing arbitrators,[23] in which case the arbitrators shall be selected from that pool (the applicable pool is hereinafter referred to as the "pool of arbitrators"). The selection from the pool of arbitrators for a specific dispute shall be done on the basis of the same principles and methods that apply to form a division of the WTO Appellate Body under Article 17.1 of the WTO DSU and Rule 6(2) of the WTO Working Procedures for Appellate Review (WT/AB/WP/6), including the principle of rotation.[24] The WTO Director- General shall notify the parties to the dispute and third parties of the results of the selection. The arbitrators shall elect a Chairperson. Rule 3(2) of the WTO Working Procedures for Appellate Review shall apply, *mutatis mutandis*, to the decision-making by the arbitrators.

4. Members of the pool of arbitrators shall stay abreast of

WTO dispute settlement activities. In order to promote consistency and coherence in decision-making, the members of the pool of arbitrators shall discuss amongst themselves matters of interpretation, practice and procedure relevant to this Agreement, to the extent practicable. The arbitrators may discuss their decisions relating to the appeal with all the other members of the pool of arbitrators, without prejudice to the exclusive responsibility and freedom of the arbitrators with respect to such decisions and their quality. Members of the pool of arbitrators shall receive all documents relating to appeal arbitration proceedings under this Agreement.

5. The arbitrators are to be provided with appropriate administrative and legal support, which offers the necessary guarantees of quality and independence, given the nature of the responsibilities involved. In particular, persons providing the legal support for arbitrators shall be independent from the persons and administrative units that provide legal support for panellists and be answerable, regarding the substance of their work, only to the arbitrators.

Section B: Arbitration Procedures

6. After circulation of a panel report to the Parties to this Agreement but prior to its adoption by the Committee, a party to the dispute, but not a third party, may initiate appeal arbitration by formally notifying its decision to appeal to the Committee and simultaneously filing a Notice of Appeal with the Committee. Subject to paragraph 16, if a party to the dispute has notified its decision to appeal, the panel report shall not be considered for adoption by the Committee.

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[22] For greater certainty, the notification requirement in Article 25.2, second sentence, of the DSU shall be deemed to be met. For the purposes of this Appendix, "WTO DSU" means the Dispute Settlement Understanding as defined in Article 2(c) of this Agreement and "DSU" means the WTO DSU as incorporated in the Interim Arrangements Annex in accordance with paragraph 3.2 of that Annex.

[23] The arbitrators included in such pool shall meet the requirements set out in Article 17.3 of the WTO DSU.

[24] However, at the request of a party to the dispute, any member of the pool of arbitrators who is not a national of a Party shall be excluded from the selection process. Two nationals of the same Party may not serve on the same case.

7. An appeal shall be limited to issues of law covered by the panel report and legal interpretations developed by the panel. The arbitrators may uphold, modify, or reverse the legal findings and conclusions of the panel. Where applicable, the arbitration award shall include recommendations, as envisaged in Article 19 of the DSU. The findings of the panel which have not been appealed shall be deemed to form an integral part of the arbitration award together with the arbitrators' own findings.

8. The arbitrators shall only address those issues that are necessary for the resolution of the dispute. They shall address only those issues that have been raised by the parties to the dispute, without prejudice to their obligation to rule on jurisdictional issues.

9. Unless otherwise provided for in this Appendix, the arbitration shall be governed, *mutatis mutandis*, by the provisions of the WTO DSU and other rules and procedures applicable to WTO Appellate Review. This includes in particular the WTO Working Procedures for Appellate Review and the timetable for appeals provided for therein as well as the Rules of Conduct for the Understanding on Rules and Procedures Governing the Settlement of Disputes (WT/DSB/RC/1).[25] The arbitrators may adapt the WTO Working Procedures for Appellate Review and the timetable for appeals provided for therein, where justified under Rule 16 of the WTO Working Procedures for Appellate Review, after consulting the parties to the dispute.

10. The arbitrators shall issue the award within 90 days following the filing of the Notice of Appeal. To that end, the arbitrators may take appropriate organizational measures to streamline the proceedings, without prejudice to the procedural rights and obligations of the parties to the dispute and due process. Such measures may include decisions on page limits, time limits, and deadlines as well as on the length and number of hearings required.

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[25] For greater certainty, paragraphs VIII.14 – 17 of the Rules of Conduct shall apply to arbitrators.

11. If necessary in order to issue the award within the 90 day

time-period, the arbitrators may also propose substantive measures to the parties to the dispute, such as an exclusion of claims based on the alleged lack of an objective assessment of the facts pursuant to Article 11 of the DSU.[26]

12. On a proposal from the arbitrators, the parties to the dispute may agree to extend the 90 day time-period for the issuance of the award.

13. The parties to the dispute agree to abide by the arbitration award, which shall be final. Pursuant to Article 25.3 of the DSU, the award shall be notified to, but not adopted by, the Committee.

14. Third parties which have notified the Committee of a substantial interest in the matter before the panel pursuant to Article 10.2 of the DSU may make written submissions to, and shall be given an opportunity to be heard by, the arbitrators. Rule 24 of the WTO Working Procedures for Appellate Review shall apply, *mutatis mutandis*.

15. Pursuant to Article 25.4 of the DSU, Articles 21 and 22 of the DSU shall apply *mutatis mutandis* to the arbitration award issued in a dispute.

16. At any time during the arbitration, the appellant, or other appellant, may withdraw its appeal, or other appeal, by notifying the arbitrators, who shall forthwith notify the Committee.[27] If no other appeal or appeal remains, the panel report shall be adopted at a Committee meeting within 60 days from such notification unless the Committee decides by consensus not to adopt the report. If another appeal or appeal remains at the time an appeal or other appeal is withdrawn, the arbitration shall continue.

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[26] For greater certainty, the proposal of the arbitrators is not legally binding and it shall be up to the party concerned to agree with the proposed substantive measures. The fact that the party concerned does not agree with the proposed substantive measures shall not prejudice the consideration of the case or the rights of the parties to the dispute.

[27] For greater certainty, notification of a mutually agreed solution to the Committee pursuant to Article 3.6 of the DSU does not constitute the withdrawal of an appeal for the purposes of this paragraph.

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