

## **CHAPTER 8 GENERAL PROVISIONS**

### **Article 8.1 Joint Committee**

1. A Joint Committee is hereby established to supervise the proper implementation of this Agreement and to review the trade relationship between the Parties.
2. The functions of the Joint Committee shall include, *inter alia*,:
  - (a) reviewing the functioning and results of this Agreement and the Bilateral Investment Treaty signed between the Parties at Amman, Jordan on 16 May 2004 (hereafter, “the Bilateral Investment Treaty”), in light of their objectives, and considering ways of improving trade relations, investment and cooperation between the Parties, and furthering the objectives of this Agreement and the aforesaid Bilateral Investment Treaty;
  - (b) considering any matter that may affect the operation of this Agreement;
  - (c) reviewing any claim by a Party pursuant to the letter exchange on Article 5 of the Bilateral Investment Treaty;
  - (d) considering and adopting by mutual agreement, any amendment to this Agreement. If the Parties agree, any amendment may be considered and adopted by mutual agreement in writing without requiring a meeting of the Joint Committee. The adoption of any amendment shall be subject to Article 8.11;
  - (e) facilitating the avoidance and settlement of disputes in accordance with Chapter 7;
  - (f) developing guidelines, explanatory materials, and rules on the proper implementation of this Agreement as may be agreed upon by the Parties.
3. The Joint Committee shall be composed of representatives of the Parties and shall be headed by each Party’s minister primarily responsible for international trade or its designees.
4. The Joint Committee may establish committees, subcommittees and working groups and designate its responsibilities to them.

5. The Joint Committee shall convene within one year of the date of entry into force of this Agreement. The Joint Committee shall thereafter normally convene every two years thereafter in regular sessions, or at such other dates and intervals as may be agreed upon by the Parties, and shall alternately be held in the territory of each Party. Special meetings of the Joint Committee shall be convened within 45 days at the request of either Party and shall be held in the territory of the responding Party. Any subsequent special meetings in respect of the same matter shall be alternately held in the territory of each Party.
6. The Joint Committee may establish its rules of procedure as necessary. All decisions of the Joint Committee shall be taken by mutual agreement.

### **Article 8.2 Contact Points**

Each Party shall designate, before the entry into force of this Agreement, a Contact Point to facilitate communications between the Parties on any matter covered by this Agreement. On the request of a Party, the Contact Point of the requested Party shall identify the office or official responsible for the matter in question and assist, as necessary, in facilitating communication with the requesting Party. The Contact Point shall receive official correspondence related to this Agreement and provide administrative assistance to the Joint Committee and to arbitral tribunals established under Chapter 7.

### **Article 8.3 Disclosure of Confidential Information**

Nothing in this Agreement shall require any Party to provide confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of particular enterprises, public or private.

### **Article 8.4 Security and Confidentiality**

Nothing in this Agreement shall be construed:

- (a) to require any Party to furnish any information, the disclosure of which it considers contrary to its essential security interests;
- (b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:

- (i) relating to fissionable and fissionable materials or the materials from which they are derived;
  - (ii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;
  - (iii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment; or
  - (iv) taken in time of war or other emergency in international relations;
- (c) to prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

#### **Article 8.5 Taxation**

1. Unless otherwise provided for in this Agreement, this Agreement shall not apply to any taxation measure.
2. Nothing in this Agreement shall affect the rights and obligations of either Party under any tax convention. In the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of the inconsistency.

#### **Article 8.6 Government Procurement**

Pursuant to Jordan's 12<sup>th</sup> July 2000 application to accede to the WTO Agreement on Government Procurement, the Parties shall enter into negotiations with regard to Jordan's accession to that Agreement.

**Article 8.7**  
**Investment Matters**

Subject to Chapter 4, the rights and obligations of the Parties in respect of investments shall be governed by the Bilateral Investment Treaty signed between the Parties at Amman, Jordan on 16 May 2004.

**Article 8.8**  
**Intellectual Property Rights**

Each Party affirms its commitments in connection with intellectual property rights under the WTO Agreement.

**Article 8.9**  
**General Definitions**

For the purposes of this Agreement:

- (a) “days” means calendar days, including weekends and holidays;
- (b) “WTO” means the World Trade Organization

**Article 8.10**  
**Annexes and Footnotes**

The Annexes and footnotes to this Agreement are integral parts of this Agreement.

**Article 8.11**  
**Entry into force**

This Agreement and any amendments to it shall come into force 60 days after the date of the last notification through which the Parties have informed each other, through diplomatic channels, that the necessary domestic requirements for entry into force have been complied with, or after such other period as the Parties may agree.

**Article 8.12**  
**Duration and Termination**

This Agreement shall remain in force unless terminated by either Party by written notification to the other Party. This Agreement shall expire six months after the date of such notification.

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

**DONE** at Amman, Jordan, in duplicate, in the English language, this 16<sup>th</sup> day of May 2004, which corresponds to this 26<sup>th</sup> day of Rabi' Al-Awal, 1425 H. An Arabic text of the Agreement shall be prepared by Jordan that shall be considered equally authentic upon receipt of the text by Singapore via diplomatic channels. In the event of a discrepancy, the English text shall prevail.

**FOR THE**  
**GOVERNMENT OF THE**  
**HASHEMITE KINGDOM OF JORDAN**

**FOR THE**  
**GOVERNMENT OF THE**  
**REPUBLIC OF SINGAPORE**

**DR. MOHAMAD HALAIQAH**  
  
**DEPUTY PRIME MINISTER**  
**MINISTER OF INDUSTRY AND**  
**TRADE**

**MR. RAYMOND LIM**  
  
**MINISTER OF STATE**  
**FOR FOREIGN AFFAIRS**  
**AND TRADE AND INDUSTRY**