

TRANS-PACIFIC PARTNERSHIP AGREEMENT

CHAPTER SUMMARY: INITIAL PROVISIONS AND GENERAL DEFINITIONS, ADMINISTRATIVE AND INSTITUTIONAL PROVISIONS, EXCEPTIONS AND GENERAL PROVISIONS, AND FINAL PROVISIONS

The Initial Provisions and General Definitions, Administrative and Institutional Provisions, Exceptions and General Provisions, and Final Provisions Chapters establish the broad legal architecture for the Trans-Pacific Partnership Agreement (TPP).

The Initial Provisions and General Definitions Chapter confirms the TPP will co-exist with a Party's rights and obligations in other agreements to which they are also a party. This Chapter also contains common and Party-specific definitions for terms used throughout the TPP.

The Administrative and Institutional Provisions Chapter establishes a TPP Commission. The Commission is made up of representatives from all Parties and is the peak body responsible for the operation of the TPP after its entry into force. A core role for the Commission will be reviewing the operation of the TPP three years after entry into force of the Agreement and at least every five years thereafter to ensure that it remains a living agreement which addresses trade and investment challenges facing the Parties.

The Exceptions and General Provisions Chapter provides a series of general exceptions to the commitments in the TPP, some of which draw upon general exceptions from the WTO Agreement. For example, the general exceptions from the WTO General Agreement on Tariffs and Trade and the WTO General Agreement on Trade in Services will apply to relevant chapters concerning trade in goods and services. These general exceptions permit Parties to adopt or enforce measures otherwise inconsistent with the TPP in certain circumstances, for example, where they are:

- necessary to protect public morals;
- necessary to protect human, animal or plant life or health; or
- relating to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption.

The Exceptions and General Provisions Chapter also includes an exception for security-related reasons, including:

- for measures a Party considers necessary to fulfil its obligations with respect to the maintenance or restoration of international peace and security, or the protection of the Party's own essential security interests; and
- where the disclosure of information is contrary to a Party's essential security interests.



Other general exceptions include the ability to impose temporary safeguard measures in the event (or threat) of serious balance of payments and external financial difficulties. Taxation measures are generally exempt from the TPP, with some limited exceptions such as the national treatment and most-favoured nation obligations in the Cross-Border Trade in Services, Financial Services and Investment chapters.

The Final Provisions Chapter includes provisions governing amendments to the TPP and requirements for accession to the TPP. To amend the Agreement, all Parties must agree in writing. Any state or separate customs territory that is a member of APEC (or a non-APEC member, if agreed by the Parties) may accede to the TPP if it is prepared to comply with the provisions of the Agreement, other terms and conditions specified, and if all TPP Parties agree to the accession.

The Final Provisions Chapter also contains the TPP's entry into force provisions. While there are multiple means by which entry into force may occur, the most likely scenario is that entry into force will occur two years after signature, when six Parties, together accounting for at least 85 per cent of gross domestic product of all the 12 countries that negotiated the TPP, notify the Depositary that they have completed their domestic processes. The Depositary of the TPP is New Zealand.

Under the Final Provisions Chapter any Party may withdraw from the TPP by providing written notice to the Depositary and other Parties. A withdrawal shall take effect six months after a Party provides written notification, unless the Parties agree on a different period.

The English, Spanish and French texts of the Agreement are equally authentic, with the English version prevailing in the event of any divergence between the texts.