

CHAPTER 18
INSTITUTIONAL, GENERAL AND FINAL PROVISIONS

Article 18.1
Joint Committee

1. The Parties hereby establish a Joint Committee comprising representatives of Singapore and Turkey.
2. The first meeting of the Joint Committee shall be held within one year after the entry into force of this Agreement. Thereafter, the Joint Committee shall meet every two years in Singapore or Turkey alternately, unless the Parties agree otherwise. The Joint Committee shall be co-chaired by the representatives appointed by Singapore and Turkey. The Joint Committee shall agree on its meeting schedule and set its agenda.
3. The Joint Committee shall:
 - (a) ensure that this Agreement operates properly;
 - (b) supervise and facilitate the implementation and application of this Agreement, and further its general aims;
 - (c) supervise the work of all sub-committees, working groups and other bodies established under this Agreement;
 - (d) consider ways to further enhance trade relations between the Parties;
 - (e) without prejudice to Chapter 17 (Dispute Settlement), seek to solve problems which might arise in areas covered by this Agreement; and
 - (f) consider any other matter of interest relating to an area covered by this Agreement.
4. The Joint Committee may:
 - (a) decide to establish or dissolve sub-committees, or allocate responsibilities to them;
 - (b) communicate with all interested parties including private sector and civil society organisations;
 - (c) take decisions in the matters related to this Agreement, including decisions to adopt any amendment to this Agreement;
 - (d) modify this agreement where the Joint Committee is specifically empowered to do so;

- (e) adopt interpretations of the provisions of this Agreement, which shall be binding on the Parties and all bodies set up under this Agreement including arbitration panels referred to under Chapter 12 (Investment) and Chapter 17 (Dispute Settlement);
- (f) adopt decisions or make recommendations as envisaged by this Agreement;
- (g) adopt its own rules of procedure; and
- (h) take any other action in the exercise of its functions as the Parties may agree.

Article 18.2 Committees and Working Groups

1. The Joint Committee may set up sub-committees, working groups or any other bodies it deems appropriate.
2. The composition, frequency of meetings, and functions of the sub-committees, working groups or any other bodies may be established either by relevant provisions of this Agreement or by the Joint Committee acting consistently with this Agreement.
3. The sub-committees, working groups or any other bodies shall inform the Joint Committee of their schedule and agenda sufficiently in advance of their meetings. They shall report to the Joint Committee on their activities at each regular meeting of the Joint Committee. The creation or existence of a sub-committee, a working group or any other body shall not prevent either Party from bringing any matter directly to the Joint Committee.
4. The Joint Committee may decide to change or undertake the task assigned to a sub-committee, a working group or any other body; or may dissolve a sub-committee, a working group or any other body.

Article 18.3 Evolving WTO Law

If any provision of the WTO Agreement that the Parties have incorporated into this Agreement is amended, the Parties shall consult with each other, via the Joint Committee, with a view to finding a mutually satisfactory solution, where necessary. As a result of such a review, the Parties may, by decision in the Joint Committee, modify this Agreement accordingly.

Article 18.4 Decision-making

1. The Joint Committee shall, for the purpose of attaining the objectives of this Agreement, have the power to take decisions in respect of all matters in the cases provided by this Agreement, without prejudice to the Parties' respective applicable legal requirements and procedures.

2. The decisions taken shall be binding on the Parties, which shall take the necessary measures to implement the decisions taken in accordance with their respective applicable legal requirements and procedures. The Joint Committee may also make appropriate recommendations.
3. The Joint Committee shall draw up its decisions and recommendations by agreement between the Parties.

Article 18.5 Taxation

1. Except as otherwise provided, nothing in this Agreement shall apply to taxation measures.
2. Nothing in this Agreement shall affect the rights and obligations of either Party under any tax agreement to which both Parties are parties. In the event of any inconsistency between this Agreement and any such agreement, that agreement shall prevail to the extent of the inconsistency. In the case of a bilateral tax agreement between the Parties, the competent authorities under that agreement shall have sole responsibility for determining whether any inconsistency exists between this Agreement and that agreement.
3. Notwithstanding paragraph 2, Article 2.3 (National Treatment) of Chapter 2 (National Treatment and Market Access for Goods) and such other provisions of this Agreement as are necessary to give effect to that Article shall apply to taxation measures to the same extent as does Article III of the GATT 1994.
4. For the purposes of this Article:
 - (a) “tax agreement” means an agreement for the avoidance of double taxation or other international taxation agreement or arrangement; and
 - (b) taxation measures do not include:
 - (i) customs duties; or
 - (ii) the measures listed in subparagraphs (b), (c) and (d) of paragraph 2 of Article 2.4 (Customs Duty) of Chapter 2 (National Treatment and Market Access for Goods).

Article 18.6 Restrictions to Safeguard the Balance-of-Payments

1. Where a Party is in serious balance-of-payments and external financial difficulties, or under threat thereof, it may adopt or maintain restrictive measures with regard to trade

in goods, cross border trade in services and investments, and on payments and transfers related to cross border trade in services and investments.

2. The Parties shall endeavour to avoid the application of the restrictive measures referred to in paragraph 1. Any restrictive measures adopted or maintained under this Article shall be non-discriminatory, avoid unnecessary damage to the commercial, economic, and financial interests of the other Party, be temporary and be phased out progressively as the situation specified in paragraph 1 improves, and not go beyond what is necessary to remedy the balance-of-payments and external financial situation. They shall also be in accordance with the conditions established in the WTO Agreement and be consistent with the *Articles of Agreement of the International Monetary Fund*, as applicable.
3. Any Party maintaining or having adopted restrictive measures, or any changes thereto, shall promptly notify the other Party of them.
4. Where the restrictive measures referred to in paragraph 1 are adopted or maintained, consultations shall be held promptly by the Joint Committee. Such consultations shall assess the balance-of-payments situation of the Party concerned and the restrictive measures adopted or maintained under this Article, taking into account, *inter alia*, factors such as:
 - (a) the nature and extent of the balance-of-payments and external financial difficulties;
 - (b) the external economic and trading environment; or
 - (c) alternative corrective measures which may be available.

The consultations shall address the compliance of any restrictive measures with paragraphs 1 and 2. All findings of statistical and other facts presented by the IMF relating to foreign exchange, monetary reserves and balance-of-payments shall be accepted, and conclusions shall be based on the assessment by the IMF of the balance-of-payments and external financial situation of the Party concerned.

Article 18.7 **General Exceptions**

1. Article XX of the GATT 1994 and its interpretive notes are incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of:
 - (a) Chapter 2 (National Treatment and Market Access for Goods), Protocol 1 (Concerning the Definition of the Concept of “Originating Products” and Methods of Administrative Co-operation), Chapter 3 (Trade Remedies), Chapter 4 (Sanitary and Phytosanitary Measures), Chapter 5 (Technical Barriers to Trade), Chapter 6 (Customs and Trade Facilitation); and

- (b) Chapter 9 (Electronic Commerce), Chapter 10 (Financial Services) and Chapter 11 (Temporary Movement of Natural Persons), except to the extent that a provision of these Chapters applies to services or investment.

The Parties understand that the measures referred to in Article XX(b) of the GATT 1994 include environmental measures necessary to protect human, animal, or plant life or health, and that Article XX(g) of the GATT 1994 applies to measures relating to the conservation of living and non-living exhaustible natural resources.

- 2. Article XIV of the GATS (including its footnotes) is incorporated into and made part of this Agreement, *mutatis mutandis*, for the purposes of:
 - (a) Chapter 7 (Cross Border Trade in Services), Chapter 8 (Telecommunications) and Chapter 10 (Financial Services); and
 - (b) Chapter 9 (Electronic Commerce) and Chapter 11 (Temporary Movement of Natural Persons), to the extent that a provision of these Chapters applies to services.

The Parties understand that the measures referred to in Article XIV (b) of the GATS include environmental measures necessary to protect human, animal, or plant life or health.

Article 18.8 Security Exceptions

Nothing in this Agreement shall be construed:

- (a) to require a Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests; or
- (b) to preclude a Party from applying measures that it considers necessary for the fulfilment of its obligations with respect to the maintenance or restoration of international peace or security, or the protection of its own essential security interests.

Article 18.9 Disclosure of Information

- 1. Nothing in this Agreement shall be construed to require a Party to make available confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private.
- 2. Unless otherwise provided in this Agreement, where a Party provides information to the other Party (or to the Joint Committee, sub-committees, working groups or any other bodies) in accordance with this Agreement and designates the information as confidential, the Party (or the Joint Committee, sub-committees, working groups or any

other bodies) receiving the information shall maintain the confidentiality of the information, use it only for the purposes specified by the Party providing the information, and not disclose it without specific written permission of the Party providing the information except to the extent that it may be required to be disclosed in the context of judicial proceedings. Where the confidential information is required to be disclosed in the context of judicial proceedings, the Party who had received the information shall inform the Party that had provided the information of any such requirement to disclose as soon as possible and in any event prior to making the disclosure.

Article 18.10
Amendments

1. The Parties may agree, in writing, to amend this Agreement.
2. Amendments to this Agreement shall be approved by the Parties in accordance with their respective legal procedures, and amendments shall enter into force on the first day of the second month following the date on which the Parties exchange written notifications certifying that they have completed their respective applicable legal requirements and procedures, or on a date to be agreed upon by the Parties.

Article 18.11
Entry into Force

1. This Agreement shall be approved by the Parties in accordance with their respective legal procedures.
2. This Agreement shall enter into force on the first day of the second month following the date on which the Parties exchange written notifications certifying that they have completed their respective applicable legal requirements and procedures for the entry into force of this Agreement. The Parties may by agreement fix another date.

Article 18.12
Duration

1. This Agreement shall be valid indefinitely.
2. Either Party may notify in writing the other Party of its intention to terminate this Agreement.
3. This Agreement shall be terminated six months after the notification under paragraph 2. This is without prejudice to specific provisions in this Agreement which qualify the effect of the termination, namely, Article 12.25 (Savings Clause) of Chapter 12 (Investment).
4. Within 30 days of delivery of a notification under paragraph 2, either Party may request consultations regarding whether the termination of any provision of this Agreement

should take effect at a later date than provided under paragraph 2. Such consultations shall commence within 30 days of a Party's delivery of such request.

Article 18.13
Annexes, Appendices, Joint Declarations and Protocols

The Annexes, Appendices, Joint Declarations and Protocols to this Agreement shall form an integral part thereof.

Article 18.14
Relations with Other Agreements

1. The Parties affirm their existing rights and obligations with respect to each other under existing bilateral and multilateral agreements to which both Parties are party, including the WTO Agreement.
2. In the event of any inconsistency between this Agreement and other agreements to which both Parties are party, the Parties shall immediately consult each other with a view to finding a mutually satisfactory solution, taking into consideration general principles of international law.
3. Notwithstanding paragraph 2, if this Agreement explicitly contains provisions dealing with such inconsistency as indicated in paragraph 2, those provisions shall apply.
4. For the purposes of this Agreement, any reference to articles in the GATT 1994 or the GATS includes the interpretative notes, where applicable.

Article 18.15
Territorial Application

This Agreement shall apply:

- (a) with respect to Turkey, to its territory as defined in Article 1.3 (Definitions of General Application); and
- (b) with respect to Singapore, to its territory as defined in Article 1.3 (Definitions of General Application).

Article 18.16
Contact Points

1. For the purposes of this Agreement, all communications or notifications to or by a Party shall be made through its contact point.

2. For the purposes of this Article, the contact points of the Parties are:
 - (a) for Turkey, Director General of EU Affairs, Ministry of Economy, or its successor; and
 - (b) for Singapore, the Director of Emerging Markets Division, Ministry of Trade and Industry, or its successor.
3. Each Party shall notify the other Party of any changes in its contact point in due time.

Article 18.17
Authentic Texts

This Agreement is drawn up in duplicate in the English and Turkish languages, each of these texts being equally authentic. In case of dispute, the English text shall prevail.

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

DONE at Antalya, in two originals, this fourteenth day of November, 2015.

**For the Government of
the Republic of Singapore:**

**For the Government of
the Republic of Turkey:**

HENG Swee Keat
Minister for Finance

Nihat ZEYBEKÇİ
Minister of Economy