

CHAPTER 18

GENERAL PROVISIONS

Article 18.1: Annexes and Footnotes

The Annexes and footnotes to this Agreement shall constitute an integral part of this Agreement.

Article 18.2: Relation to Other International Agreements

Nothing in this Agreement shall derogate from the existing rights and obligations of a Party under the WTO Agreement or any other multilateral or bilateral agreement to which it is a party.

Article 18.3: Succession of Treaties or International Agreements

Any reference in this Agreement to any other treaty or international agreement shall be made in the same terms to its successor treaty or international agreement to which a Party is party.

Article 18.4: Application

Each Party is fully responsible for the observance of all provisions in this Agreement and shall take such reasonable measures as may be available to it to ensure their observance by local government and authorities.¹

Article 18.5: Distinctive Products

1. The Parties shall endeavour after one year following the entry into force of this Agreement, that they will consider the recognition of distinctive products.²
2. If any Party grants in the future to a third party recognition of distinctive products, it shall extend this recognition automatically to it on a non discriminatory basis.

¹ For greater certainty, this does not pre-judge the rights of the Parties under Chapter 15 (*Dispute Settlement*) and specifically Article 15.6(3) (*Establishment of an Arbitral Tribunal*).

² With respect to Chile, it will be seeking the recognition as distinctive products of Chile: *Pisco Chileno* (Chilean Pisco), *Pajarete*, and *Vino Asoleado*.

Article 18.6: Disclosure of Information

Nothing in this Agreement shall be construed to require any Party to furnish or allow access to information the disclosure of which it considers would:

- (a) be contrary to the public interest as determined by its legislation;
- (b) be contrary to any of its legislation including but not limited to those protecting personal privacy or the financial affairs and accounts of individual customers of financial institutions;
- (c) impede law enforcement; or
- (d) which would prejudice legitimate commercial interests of particular enterprises, public or private.

Article 18.7: Confidentiality

Where a Party provides information to another Party in accordance with this Agreement and designates the information as confidential, the other Party shall maintain the confidentiality of the information. Such information shall be used only for the purposes specified, and shall not be otherwise disclosed without the specific 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.