

**PROTOCOL TO AMEND THE COMPREHENSIVE ECONOMIC
PARTNERSHIP AGREEMENT BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF CHILE AND THE GOVERNMENT OF THE REPUBLIC OF
INDONESIA FOR THE INCORPORATION OF PROVISIONS ON TRADE IN
SERVICES**

PREAMBLE

The Government of the Republic of Chile and the Government of the Republic of Indonesia, hereinafter individually referred to as a “Party” or collectively referred to as the “Parties”;

Recalling the Comprehensive Economic Partnership Agreement between the Government of the Republic of Chile and the Government of the Republic of Indonesia signed in Santiago, Chile, on 14 December 2017 (the Agreement);

Referring to Articles 14.2 (Amendments) and 14.6 (Future Work Program) of the Agreement; and

Seeking to incorporate into the Agreement a Chapter on Trade in Services, including an Annex on Professional Services, as well as a Chapter on Movement of Natural Persons, and confident that the incorporation of these Chapters will strengthen the economic partnership between the Parties and support global economic integration.

Have agreed as follows:



PART I

PREAMBLE, INITIAL PROVISIONS AND GENERAL DEFINITIONS

1. The Preamble of the Agreement shall be amended by inserting the following recital:

“Pursuing to facilitate expansion of Trade in Services on mutually advantageous basis, under conditions of transparency and progressive liberalisation, while recognising the right of the Parties to regulate trade in services;”

2. Article 1.1 (Establishment of a Free Trade Area) shall be amended by inserting the expression “and Article V of GATS”, to read as follows:

“Article 1.1: Establishment of a Free Trade Area

The Parties, consistent with Article XXIV of GATT 1994 and Article V of GATS, hereby establish a free trade area in accordance with the provisions of this Agreement.”

3. Article 2.1 (Definitions of General Application) shall be amended by inserting the following definition:

“GATS means the General Agreement on Trade in Services contained in Annex 1B to the WTO Agreement;”

PART II

TRADE IN SERVICES

The following Chapter 8A (Trade in Services) with its Annex 8A.10 (Professional Services) shall be incorporated into the Agreement and immediately placed after Chapter 8 (Trade Remedies):

“CHAPTER 8A

TRADE IN SERVICES

Article 8A.1: Definitions

For the purposes of this Chapter:

aircraft repair and maintenance services means such activities when undertaken on an aircraft or a part thereof while it is withdrawn from service and do not include so-called line maintenance;

commercial presence means any type of business or professional establishment, including, *inter alia*, through the constitution, acquisition or maintenance of a juridical person, or the creation or maintenance of branches or representative offices within the territory of a Party for the purpose of supplying a service;

computer reservation system services means services provided by computerised systems that contain information about air carriers' schedules, availability, fares and fare rules, through which reservations can be made or tickets may be issued;

juridical person means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

measures adopted or maintained by a Party means measures adopted or maintained by:

- (a) central, regional, or local governments and authorities; and
- (b) non-governmental bodies in the exercise of powers delegated by central, regional, or local governments or authorities;

natural person of a Party means a natural person who resides in the territory of a Party and who under the law of that Party is a national of that Party;

selling and marketing of air transport services means opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution. These activities do not include the pricing of air transport services or the applicable conditions;


service supplied in the exercise of governmental authority means any service which is supplied neither on a commercial basis, nor in competition with one or more service suppliers;

service supplier means any juridical or natural person that supplies a service;

services includes any service in any sector except services supplied in the exercise of governmental authority;

trade in services means the supply of a service:

- (a) from the territory of a Party into the territory of the other Party (mode 1);

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- (b) in the territory of a Party to a person of the other Party (mode 2);
 - (c) by a service supplier of a Party, through commercial presence in the territory of the other Party (mode 3); and
 - (d) by a service supplier of a Party through presence of natural persons in the territory of the other Party (mode 4).

Article 8A.2: Objectives

The Parties, reaffirming their respective commitments under the GATS and their commitment to create a better climate for the development of trade as a mean of promoting the economic growth for both Parties, hereby lay down the necessary arrangements for the progressive liberalisation of trade in services between the Parties.

Article 8A.3: Scope and Coverage

1. This Chapter shall apply to measures adopted or maintained by a Party affecting trade in services by a service supplier of the other Party, including those related to:

- (a) the production, distribution, marketing, sale and delivery of a service;
- (b) the purchase or use of, or payment for, a service;
- (c) the access to and use of, in connection with the supply of a service, services which are required by the Parties to be offered to the public generally;
- (d) the presence in its territory of a service supplier of the other Party; and
- (e) the provision of a bond or other form of financial security as a condition for the supply of a service.

2. This Chapter shall not apply to:

- (a) financial services, as defined in paragraph 5(a) of the GATS Annex on Financial Services;
- (b) government procurement;
- (c) services supplied in the exercise of governmental authority;
- (d) subsidies or grants provided by a Party, including government-supported loans, guarantees, and insurance;

- (e) air services, including domestic and international air transportation services, whether scheduled or non-scheduled, and related services, other than:
 - (i) aircraft repair and maintenance services;
 - (ii) the selling and marketing of air transport services; and
 - (iii) computer reservation system (CRS) services;
- (f) measures affecting natural persons seeking access to the employment market of a Party, or measures regarding citizenship, residence or employment on a permanent basis; and
- (g) cabotage in maritime transport services.

Article 8A.4: Market Access⁹

1. With respect to market access through the modes of supply identified in Article 8A.1, each Party shall accord to services and service suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule as set out in Annex 8A-A.

2. In sectors where market access commitments are undertaken, the measures which a Party shall not maintain or adopt, unless otherwise specified in its Schedule as set out in Annex 8A-A, are defined as:

- (a) limitations on the number of services suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
- (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;
- (c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test;¹⁰
- (d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who

⁹ Nothing in this Article shall be interpreted to impede a Party to adopt or maintain non-discriminatory quantitative restrictions related to paragraphs 2 (a) and 2 (e).

¹⁰ Paragraph 2(c) does not cover measures of a Party which limit inputs for the supply of services.

are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or a requirement of an economic needs test;

- (e) measures which restrict or require specific types of legal entities or joint ventures through which a service supplier of the other Party may supply a service; and
- (f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

Article 8A.5: National Treatment

1. In the sectors inscribed in its Schedule as set out in Annex 8A-A, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers.¹¹

2. A Party may meet the requirement of paragraph 1 by according to services and service suppliers of the other Party, either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.

3. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of the Party compared to like services or service suppliers of the other Party.


Article 8A.6: Additional Commitments

A Party may undertake specific commitments on measures affecting trade in services not subject to scheduling under Article 8A.4 and 8A.5. Such commitments are inscribed as additional commitments in its Schedule as set out in Annex 8A-A.

Article 8A.7: Schedules of Specific Commitments

1. The Schedules of Specific Commitments undertaken by each Party under Article 8A.4, 8A.5 and 8A.6 are set out in Annex 8A-A. With respect to sectors where such commitments are undertaken, each Schedule of Specific Commitment shall specify:

¹¹ Specific commitments assumed under this Article shall not be construed to require any Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.


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- (a) terms, limitations and conditions on market access;
 - (b) conditions and qualifications on national treatment;
 - (c) undertakings relating to additional commitments; and
 - (d) where appropriate, the time-frame for implementation of such commitments and the date of entry into force of such commitments.
2. Measures inconsistent with both Articles 8A.4 and 8A.5 are inscribed in the column relating to Article 8A.4. In this case, the inscription will be considered to provide a condition or qualification to Article 8A.5 as well.

Article 8A.8: Modification of Schedules of Specific Commitments

1. Notwithstanding Article 8A.7, if a Party requests a consultation to discuss the possibility of modifying or withdrawing a commitment, and to reach any necessary compensatory adjustment, the other Party shall enter into consultation with the requesting Party. The requesting Party may not modify or withdraw its commitment until the Parties reach an agreement on the compensatory adjustment.
2. In achieving a compensatory adjustment, the Parties shall ensure that the general level of mutually advantageous commitment is not less favourable to trade than provided for in the Schedules prior to such negotiations.
3. If the Parties concerned are unable to reach an agreement on the compensatory adjustment, the matter shall be resolved in accordance with Chapter 12 (Dispute Settlement). The modifying Party may not modify or withdraw its commitment until it has made compensatory adjustments in conformity with the findings of the arbitral panel.
4. If the modifying Party implements its proposed modification or withdrawal and does not comply with the findings of the arbitral panel, the other Party may modify or withdraw substantially equivalent benefits in conformity with those findings.

Article 8A.9: Domestic Regulation

1. In sectors where specific commitments are undertaken, each Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.
2. Each Party shall maintain or institute, as soon as practicable, judicial, arbitral or administrative tribunals or procedures which provide, at the request of an affected service supplier, for the prompt review of and, where justified, appropriate remedies for, administrative decisions affecting trade in services. Where such procedures are not



independent of the agency entrusted with the administrative decision concerned, the Party shall ensure that the procedures in fact provide for an objective and impartial review.

3. The provisions of paragraph 2 shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

4. With a view to ensuring that measures relating to qualification requirements and procedures, technical standards, and licensing requirements do not constitute unnecessary barriers to trade in services while recognising the right to regulate and to introduce new regulations on the supply of services in order to meet its policy objectives, each Party shall ensure that any such measures that it adopts or maintains are:

- (a) based on objective and transparent criteria, such as competence and the ability to supply the service; and
- (b) in the case of licensing procedures, not in themselves a restriction on the supply of the service.

5. In determining whether a Party is in conformity with its obligations under paragraph 4, account shall be taken of international standards of relevant international organisations by that Party¹².

6. If a Party requires authorisation for the supply of a service, it shall ensure that its competent authorities:

- (a) within a reasonable period of time after the submission of an application considered complete under its laws and regulations, inform the applicant of the decision concerning the application;
- (b) to the extent practicable, establish an indicative timeframe for the processing of an application;
- (c) if an application is rejected, to the extent practicable, inform the applicant of the reasons for the rejection, either directly or on request, as appropriate;
- (d) on request of the applicant, provide, without undue delay, information concerning the status of the application;
- (e) to the extent practicable, provide the applicant with the opportunity to correct minor errors and omissions in the application and endeavour to provide guidance on the additional information required;

¹² "Relevant international organisations" refers to international bodies whose membership is open to the relevant bodies of at least both Parties to the Agreement.

- (f) if they deem appropriate, accept copies of documents that are authenticated in accordance with the Party's laws in place of original documents;
- (g) to the extent permissible under its domestic laws and regulations, do not require physical presence in the territory of a Party for the submission of an application for a license or qualification; and
- (h) endeavour to accept applications in electronic format under the equivalent conditions of authenticity as paper submissions in accordance with domestic laws and regulations.

7. Each Party shall ensure that any authorisation fee charged by any of its competent authorities is reasonable, transparent and does not, in itself, restrict the supply of the relevant service.¹³

8. If licensing or qualification requirements include the completion of an examination, each Party shall ensure that:

- (a) the examination is scheduled at reasonable intervals; and
- (b) a reasonable period of time is provided to enable interested persons to submit an application.

9. Where a Party permits a service supplier of the other Party to provide a professional service, each Party shall ensure that there are procedures in place domestically to assess the competency of professionals of another Party.

10. If the results of the negotiations related to paragraph 4 of Article VI of GATS, or the results of any similar negotiations undertaken in other multilateral fora in which the Parties participate, enter into effect, the Parties shall jointly review these results with a view to bringing them into effect, as appropriate, under this Agreement.

Article 8A.10: Recognition

1. For the purposes of the fulfilment, in whole or in part, of its standards or criteria for the authorization, licensing or certification of service suppliers, and subject to the requirements of paragraph 4, a Party may recognise the education or experience obtained, requirements met, or licences or certifications granted in a particular country. Such recognition, which may be achieved through harmonization or otherwise, may be based upon an agreement or arrangement with the country concerned, or may be accorded autonomously.

¹³ For the purposes of this paragraph, authorisation fees do not include fees for the use of natural resources, payments for auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

2. Where a Party recognises, autonomously or by agreement or arrangement, the education or experience obtained, requirements met, or licenses or certifications granted in the territory of a non-Party, nothing in this Chapter shall be construed to require the Party to accord such recognition to the education or experience obtained, requirements met, or licenses or certifications granted in the territory of the other Party.

3. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 1, whether existing or future, shall afford adequate opportunity for the other Party, upon request, to negotiate their accession to such an agreement or arrangement or to negotiate comparable ones with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that education, experience, licences, or certifications obtained or requirements met in that other Party's territory should be recognised.

4. A Party shall not accord recognition in a manner which would constitute a means of discrimination between countries in the application of its standards or criteria for the authorisation, licensing, or certification of services suppliers, or a disguised restriction on trade in services.

5. Where appropriate, recognition should be based on multilaterally agreed criteria. In appropriate cases, Parties shall work in cooperation with relevant intergovernmental and non-governmental organisations towards the establishment and adoption of common international standards and criteria for recognition and common international standards for the practice of relevant services trades and professions.

6. As set out in Annex 8A.10 (Professional Services), each Party shall endeavour to facilitate trade in professional services, including through encouraging competent bodies in its territory to enter into negotiations for agreements or arrangements on recognition.

Article 8A.11: Denial of Benefits

1. Subject to prior notification, a Party may deny the benefits of this Chapter to:
 - (a) service suppliers of the other Party where the service is being supplied by a juridical person that is owned or controlled by persons of a non-Party and the juridical person has no substantial business activities in the territory of the other Party; or
 - (b) service suppliers of the other Party where the service is being supplied by a juridical person that is owned or controlled by persons of the denying Party and the juridical person has no substantial business activities in the territory of the other Party.

2. A Party may deny the benefits of this Chapter in the case of the supply of a maritime transport service, if it establishes that the service is supplied:

- (a) by a vessel registered under the laws of a non-Party; and
- (b) by a person of a non-Party which operates or uses the vessel in whole or in part.

Article 8A.12: Committee on Trade in Services

1. The Parties hereby establish a Committee on Trade in Services (Committee).

2. The functions of the Committee shall be:

- (a) reviewing the implementation and operation of this Chapter;
- (b) exchanging information on domestic laws and regulations;
- (c) discussing any issues related to this Chapter as may be agreed upon;
- (d) reporting their findings to the Commission; and
- (e) carrying out other responsibilities which may be delegated by the Commission pursuant to Article 11.1.4(b) (IC-CEPA Joint Commission).

Article 8A.13: Monopolies and Exclusive Services Suppliers

1. Each Party shall ensure that any monopoly supplier of a service in its territory does not, in the supply of the monopoly service in the relevant market, act in a manner inconsistent with that Party's commitments under this Chapter.

2. Where a Party's monopoly supplier competes, either directly or through an affiliated company, in the supply of a service outside the scope of its monopoly rights and which is subject to that Party's specific commitments, the Party shall ensure that such a supplier does not abuse its monopoly position to act in its territory in a manner inconsistent with such commitments.

3. The provisions of this Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect:

- (a) authorises or establishes a small number of service suppliers; and
- (b) substantially prevents competition among those suppliers in its territory.



Article 8A.14: Cooperation

The Parties shall strengthen cooperation efforts in services sectors, including sectors which are not covered by existing cooperation arrangements. The Parties shall discuss and mutually agree on the sectors for cooperation, trade promotion and develop cooperation programs in these sectors in order to improve their domestic capacities, efficiencies and competitiveness.”

PART III

PROFESSIONAL SERVICES

The following Annex 8A.10 (Professional Services) shall be incorporated into the Agreement and immediately placed after Chapter 8A (Trade in Services):

“ANNEX 8A.10

PROFESSIONAL SERVICES

General Provisions

1. Each Party shall consult with relevant bodies in its territory to seek to identify professional services where both Parties are mutually interested in establishing dialogue on issues that relate to the recognition of professional qualifications, licensing, or registration procedures.
2. Each Party shall encourage its relevant bodies to establish dialogues with the relevant bodies of the other Party, with a view to recognising professional qualifications facilitating licensing or registration procedures.
3. Each Party shall encourage its relevant bodies to negotiate with the relevant bodies of the other Party on any form of arrangement for the mutual recognition of professional qualifications, licensing or registration procedures in professional services sectors of mutual interest.
4. Each Party shall encourage its relevant bodies to take into account agreements that relate to professional services in the development of agreements on the recognition of professional qualifications, licensing or registration procedures.
5. A Party may consider, if feasible, taking steps to implement a temporary or project specific licensing or registration procedures regime based on a foreign supplier’s home license or recognised professional body membership, without the need for further written

examination. Such temporary or limited license regime should not operate to prevent a foreign supplier from gaining a local license once that supplier satisfies the applicable local licensing requirements.

Development of Standards and Criteria for the Supply of Professional Services

6. To facilitate the activities referred to in paragraphs 1 through 3, each Party shall encourage its relevant bodies to work towards the development of mutually acceptable professional standards and criteria in mutually accepted areas, which may include:

- (a) education: accreditation of educational institutions or academic programmes;
- (b) examinations: qualifying examinations for licensing, including alternative methods of assessment, such as oral examinations and interviews;
- (c) experience: length and nature of the experience required for licensing;
- (d) conduct and ethics: standards of professional conduct and the nature of disciplinary action in the event that professional service suppliers contravene them;
- (e) professional development and re-certification: continuing education and the requirements for maintaining professional certification;
- (f) scope of practice: extent of, or limitations on, authorised activities;
- (g) local knowledge: requirements for knowledge of such matters as regulations, language, geography or climate; and
- (h) consumer protection: requirements other than residence, such as professional liability insurance and client restitution funds to ensure consumer protection.

7. Each Party shall encourage its relevant bodies to refer to international frameworks, where applicable, in developing common standards and criteria for the relevant professions.

Cooperation

8. On request of the other Party, a Party shall, where practicable, provide information concerning standards and criteria for the licensing and certification of professional service suppliers, or otherwise provide information relating to the appropriate regulatory or other body to consult regarding these standards and criteria.



Review

9. The Parties may periodically review the implementation of this Annex through the Committee on Trade in Services.”

PART IV

MOVEMENT OF NATURAL PERSONS

The following Chapter 8B (Movement of Natural Persons) shall be incorporated into the Agreement and immediately placed after Annex 8A.10 (Professional Services):

“CHAPTER 8B

MOVEMENT OF NATURAL PERSONS

Article 8B.1: Scope

1. This Chapter shall apply to measures affecting the entry or temporary stay of natural persons of a Party into the territory of the other Party covered by its Schedule of Specific Commitments as set out in Annex 8A-A.
2. This Chapter shall not apply to measures affecting natural persons seeking access to the employment market of the other Party, nor shall it apply to measures regarding citizenship, nationality, residence or employment on a permanent basis.
3. Nothing in this Agreement shall prevent a Party from applying measures to regulate the entry of natural persons of the other Party into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that those measures are not applied in such a manner as to nullify or impair the benefits accruing to either Party under this Chapter.¹⁴

Article 8B.2: Grant of Entry and Temporary Stay

1. The Parties shall ensure that their requirements and procedures relating to entry and temporary stay are pre-established and clearly specified.

¹⁴ The sole fact of requiring a visa for natural persons of certain countries and not for those of others shall not be regarded as nullifying or impairing benefits under each Party’s Schedule of Specific Commitments.

2. In accordance with this Chapter and subject to each Party's Schedule of Specific Commitments as set out in Annex 8A-A, a Party shall grant temporary entry or extension of temporary stay to natural persons of the other Party to the extent provided for in those commitments made pursuant to paragraph 1, provided that those natural persons:

- (a) follow the granting Party's prescribed application procedures for the relevant immigration formality; and
- (b) meet all relevant eligibility requirements for temporary entry or extension of temporary stay.

3. The sole fact that a Party grants temporary entry to a natural person of the other Party pursuant to this Chapter shall not be construed to exempt that natural person from meeting any applicable licensing or other requirements, including any mandatory codes of conduct, to practice a profession or otherwise engage in business activities.

Article 8B.3: Provision of Information

1. Each Party shall make publicly available information necessary for an effective application for the grant of entry, temporary stay and work in its territory.

2. Information referred to in paragraph 1 may include a description of, in particular:

- (a) all categories of visas and work permits relevant to the entry, temporary stay and work of natural persons covered by this Chapter;
- (b) requirements and procedures for application for, and issuance of, first-time entry, temporary stay and work permits, including information on documentation required, conditions to be met and method of filing; and
- (c) requirements and procedures for application for, and issuance of, renewed temporary stay and work permits.

3. Each Party shall provide the other Party with details of relevant publications or websites where information referred to in paragraph 2 is made available.

Article 8B.4: Expeditious Application Procedures

1. The competent authorities of each Party shall process expeditiously complete applications for granting entry, temporary stay or work permits¹⁵ submitted by service suppliers of the other Party, including applications for extensions thereof.
2. If the competent authority of a Party requires additional information from the applicant in order to process its application, they shall notify the applicant without undue delay.
3. Upon request by an applicant, the competent authorities of a Party shall provide, without undue delay, information concerning the status of its application.
4. The competent authorities of each Party shall notify the applicant for entry, temporary stay or work permit of the outcome of its application promptly after a decision has been taken. The notification shall include, if applicable, the period of stay and any other terms and conditions.
5. If an application is terminated or denied, each Party shall, if applicable, inform the applicant in writing and without undue delay the reasons for such action. The applicant may submit a new application at its discretion unless otherwise prohibited by each Party's laws and regulations.
6. Any fees imposed in respect of the processing of an application for grant of entry and temporary stay, including those in respect of visa or work permit or other authorisations, shall be reasonable, and shall reflect no more than the approximate administrative costs incurred.¹⁶

Article 8B.5: Dispute Settlement

1. Neither Party shall have recourse to dispute settlement under Chapter 12 (Dispute Settlement) regarding a refusal to grant temporary entry, unless:
 - (a) the matter involves a pattern of practice; and
 - (b) the natural persons affected have exhausted all available domestic remedies regarding the particular matter.

¹⁵ With respect to working permits, a Party may, in accordance with its domestic laws and regulations, limit the scope of this paragraph to applications submitted by the employer.

¹⁶ This paragraph shall be without prejudice to fees related to mode 4 that are inscribed in the Schedule of Commitments of a Party. The approximate administrative costs incurred will be determined in accordance with its applicable laws and regulations. In case of application procedures at regional or local level, the fees required may not necessarily be identical since the incurred costs may differ across regional administrations or local administrations.

2. For the purposes of subparagraph 1(b), the domestic remedies shall be deemed to be exhausted if a final determination in the matter has not been issued by the other Party within a reasonable period of time after the date of institution of the proceedings for the remedy, including any proceedings for review or appeal, and the failure to issue such a determination is not attributable to delays caused by the natural persons concerned.

Article 8B.6: Cooperation

The Parties agree to discuss mutually agreed areas of cooperation to further facilitate the temporary entry and temporary stay of natural persons of the other Party, which shall take into consideration areas proposed by the Parties during the course of negotiations or other areas as may be identified by the Parties.”

PART V

EXCEPTIONS

1. Article 13.1 (General Exceptions) shall be amended by replacing it with the following Article 13.1 (General Exceptions):

“Article 13.1: General Exceptions

1. For the purposes of Chapter 3 (Trade in Goods), Chapter 4 (Rules of Origin), Chapter 5 (Customs Procedures and Cooperation), Chapter 6 (Sanitary and Phytosanitary Measures) and Chapter 7 (Technical Barriers to Trade), Article XX of GATT 1994 and its interpretative notes are incorporated into and made part of this Agreement, *mutatis mutandis*. The Parties understand that the measures referred to in Article XX(b) of GATT 1994 include environmental measures necessary to protect human, animal, or plant life or health, and that Article XX(g) of GATT 1994 applies to measures relating to the conservation of living and non-living exhaustible natural resources.

2. For the purposes of Chapter 8A (Trade in Services) and Chapter 8B (Movement of Natural Persons), Article XIV of GATS (including its footnotes) is incorporated into and made part of this Agreement, *mutatis mutandis*. The Parties understand that the measures referred to in Article XIV (b) of GATS include environmental measures necessary to protect human, animal or plant life or health.

3. Nothing in this Agreement shall be construed to prevent a Party from taking action authorised by the WTO Dispute Settlement Body. A Party taking such action shall inform the Commission to the fullest extent possible of measures taken and of their termination.”

2. Article 13.2 (Security Exceptions) shall be amended by inserting footnote 17 to the *chapeau* of subparagraph 1(b) to read as follows:

“Article 13.2: Security Exceptions

1. Nothing in this Agreement shall be construed:
 - (b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests¹⁷:

¹⁷ For greater certainty, protection of essential security interests includes any action taken so as to protect critical public infrastructures including communications, power, and water infrastructures whether publicly or privately owned.”

3. Article 13.4 (Balance-of-Payments Measures on Trade in Goods) shall be amended by changing the title and inserting a reference to Article XII GATS to read as follows:

“Article 13.4: Balance-of-Payments Measures

1. The Parties shall endeavour to avoid the imposition of restrictive measures for balance-of-payments purposes.
2. Any measure taken for balance-of-payments purposes shall be in accordance with that Party’s rights and obligations under GATT 1994, including the *Understanding on the Balance-of-Payments Provisions of GATT 1994*, and Article XII of GATS, including on payments, transfers or capital movements, as applicable. A Party shall publish or notify to the other Party of any restrictive measures adopted or maintained, or any changes therein, to the extent that it does not duplicate the process under the WTO and the International Monetary Fund.
3. Nothing in this Chapter shall be regarded as altering the rights enjoyed and obligations undertaken by a Party as a party to the *Articles of the Agreement of the International Monetary Fund*, as may be amended.”

PART VI

FINAL PROVISIONS

1. This Protocol shall enter into force ninety (90) days after the date of the last notification by which the Parties inform each other the completion of the necessary domestic legal procedures.

2. This Protocol is done in duplicate in the Spanish, Indonesian, and English languages. All texts of this Protocol shall be equally authentic. In the event of any divergence between those texts, the English text shall prevail.

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

DONE at Jakarta, Indonesia, in duplicate, this 21 day of November in the year two thousand and twenty-two.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF CHILE**



JOSÉ MIGUEL AHUMADA FRANCO
Under-Secretary for International
Economic Relations

**FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA**



ZULKIFLI HASAN
Minister of Trade