

MODULE 16

FINAL PROVISIONS

Article 16.1: Depositary

1. New Zealand is hereby designated as the Depositary of this Agreement.
2. The Depositary shall transmit certified copies of this Agreement and any amendments to this Agreement to all signatories to this Agreement and acceding Parties.
3. The Depositary shall notify all signatories to this Agreement and acceding Parties of:
 - (a) each ratification, acceptance, approval or accession to this Agreement in accordance with Article 16.2 and Article 16.4;
 - (b) the respective dates on which the Agreement enters into force in accordance with Article 16.2 and Article 16.4; and
 - (c) any notification of withdrawal received in accordance with Article 16.5.

Article 16.2: Entry into Force

1. This Agreement shall enter into force 90 days after the date on which at least two signatories to this Agreement have notified the Depositary in writing of the completion of their applicable legal procedures.
2. For any signatory to this Agreement for which this Agreement has not entered into force under paragraph 1, this Agreement shall enter into force 90 days after the date on which that signatory to this Agreement has notified the Depositary in writing of the completion of its applicable legal procedures.

Article 16.3: Amendments

1. The Parties may agree, in writing, to amend this Agreement.
2. When so agreed by all Parties, and approved in accordance with the applicable legal procedures of each Party, an amendment shall enter into force 60 days after the date on which the last Party has notified the Depositary in writing of the approval of the amendment in accordance with its applicable legal procedures, or on such other date as the Parties may agree.
3. An amendment shall constitute an integral part of this Agreement.

Article 16.4: Accession

1. This Agreement is open to accession on terms to be agreed among the Parties, and approved in accordance with the applicable legal procedures of each Party.
2. If the Joint Committee, in accordance with Article 12.2(a) (Functions of the Joint Committee), adopts a decision approving the terms for an accession and inviting an accession candidate to become a Party, the Joint Committee shall specify a period, which may be subject to extension by agreement of the Parties, during which the accession candidate may deposit an instrument of accession with the Depository indicating that it accepts the terms for the accession.
3. An accession candidate shall become a Party to this Agreement, subject to the terms for the accession approved in the Joint Committee's decision, either:
 - (a) 60 days after the date on which the accession candidate deposits an instrument of accession with the Depository indicating that it accepts the terms for the accession; or
 - (b) on the date on which all the Parties have notified the Depository that they have completed their respective applicable legal procedures for the approval of the terms for the accession,

whichever is later.

Article 16.5: Withdrawal

Any Party may withdraw from this Agreement. Such withdrawal shall take effect six months after the date on which written notice of withdrawal is received by the Depository. If a Party withdraws, this Agreement shall remain in force for the remaining Parties.

Article 16.6: Disclosure of Information

Nothing in this Agreement shall be construed to require a Party to furnish or allow access to information, the disclosure of which would be contrary to its law or 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.

Article 16.7: Confidentiality

Unless otherwise provided in this Agreement, where a Party provides information to the other Party in accordance with this Agreement and designates the information as confidential, the other Party shall, subject to its laws and regulations, 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 where the disclosure of information is for the purposes of complying with the legal requirements of a Party, or for the purpose of judicial proceedings. Prior to disclosing information for the purposes of complying with the legal requirements of a Party, or for the purposes of judicial proceedings, the disclosing Party shall consult with the Party who provided the information.

Article 16.8: Annexes and Footnotes

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

Article 16.9: Electronic Signature

This Agreement may be signed electronically by the Parties. For greater certainty, the Parties understand that the electronic signing of this Agreement shall carry the same weight and legal effect as affixing hand-signed wet-ink signatures on treaties under international law.

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

DONE this 11th day of June 2020 (GMT) in the English language.

For the Republic of Chile



6/11/2020

Hon Teodoro Ribera Neumann
Minister of Foreign Affairs

For New Zealand



6/11/2020

Hon David Parker
Minister for Trade and Export Growth

For the Republic of Singapore



6/11/2020

Hon Chan Chun Sing
Minister for Trade and Industry

Annex I - UNDERSTANDING ON THIS AGREEMENT

For greater certainty, the Parties record their understanding that the following Articles do not create any rights or obligations between or among the Parties under this Agreement:

- (a) Article 3.3: Non-Discriminatory Treatment of Digital Products;
- (b) Article 3.4: Information and Communication Technology Products that Use Cryptography;
- (c) Article 4.3: Cross-Border Transfer of Information by Electronic Means; and
- (d) Article 4.4: Location of Computing Facilities.