

## CHAPTER ONE

### INITIAL PROVISIONS AND GENERAL DEFINITIONS

#### **Article 1.1: General Definitions**

For the purposes of this Agreement:

**Agreement on Agriculture** means the *Agreement on Agriculture* in Annex 1A to the WTO Agreement;

**Anti-Dumping Agreement** means the *Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994* in Annex 1A to the WTO Agreement;

**customs authority** means any authority that is responsible under the law of each Party for the administration and enforcement of its customs laws and regulation;

- (a) for the UAE, the Federal Authority for Identity, Citizenship, Customs & Port Security, or its respective successors; and
- (b) for Korea, the Ministry of Economy and Finance (including the Korea Customs Service), or its respective successors;

**Customs duty** refers to any duty or charge of any kind imposed in connection with the importation of a product, including any form of surtax or surcharge in connection with such importation, but does not include any:

- (a) charge equivalent to an internal tax imposed in conformity with Article III of GATT 1994;
- (b) anti-dumping, countervailing, or safeguard duty that is applied in accordance with Article VI of GATT 1994, the Anti-Dumping Agreement, the SCM Agreement, Article XIX of GATT 1994, and the Safeguards Agreement;
- (c) fee or other charge in connection with importation commensurate with the cost of services rendered; or
- (d) duty imposed consistently with Article 5 of the Agreement on Agriculture.

**Customs Valuation Agreement** means the *Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994* in Annex 1A to the WTO Agreement;

**days** means calendar days, including weekends and holidays;

**DSU** means the *Understanding on Rules and Procedures Governing the Settlement of Disputes* in Annex 2 to the WTO Agreement;

**GATS** means the *General Agreement on Trade in Services* in Annex 1B to the WTO Agreement;

**GATT 1994** means the *General Agreement on Tariffs and Trade 1994* in Annex 1A to the WTO Agreement;

**Harmonized System** or **HS** means the *Harmonized Commodity Description and Coding System*, including its General Rules for the Interpretation, Section Notes, Chapter Notes and Subheading Notes;

**Import Licensing Agreement** means the *Agreement on Import Licensing Procedures* in Annex 1A to the WTO Agreement;

**Joint Committee** means the Joint Committee established pursuant to Article 17.1(Joint Committee) of this Agreement;

**measure** means any measure, whether in the form of a law, regulation, rule, procedure, decision, practice, administrative action, or any other form;

**Safeguards Agreement** means the *Agreement on Safeguards* in Annex 1A to the WTO Agreement;

**SCM Agreement** means the *Agreement on Subsidies and Countervailing Measures* in Annex 1A to the WTO Agreement;

**SPS Agreement** means the *Agreement on the Application of Sanitary and Phytosanitary Measures* in Annex 1A to the WTO Agreement;

**TBT Agreement** means the *Agreement on Technical Barriers to Trade* in Annex 1A to the WTO Agreement;

**TRIPS Agreement** means the *Agreement on Trade-Related Aspects of Intellectual Property Rights* in Annex 1C to the WTO Agreement;

**WTO** means the World Trade Organization; and

**WTO Agreement** means the *Marrakesh Agreement Establishing the World Trade Organization*, done at Marrakesh, on 15 April 1994.

#### **Article 1.2: Establishment of the Free Trade Area**

The Parties hereby establish a free trade area, in accordance with Article XXIV of GATT 1994 and Article V of GATS and to promote opportunities for market access and trade liberalization for goods, services and investments; strengthen the development of the digital economy; and deepen economic cooperation between the Parties.

#### **Article 1.3: Objectives**

The objectives of this Agreement are to liberalize and facilitate trade and investment between the Parties in accordance with the provisions of this Agreement.

#### **Article 1.4: Geographical Scope**

This Agreement shall apply:

For the UAE, its land territories, internal waters, including its Free Zones, territorial sea, including the seabed, and subsoil thereof, and airspace over such territories and waters, as well as the contiguous zone, the continental shelf and exclusive economic zone, over which the UAE has sovereignty, sovereign rights or jurisdiction as defined in its laws, and in accordance with international law.

For Korea, the land, maritime, and air space over which Korea exercise sovereignty, and those maritime areas, including the seabed and subsoil adjacent to and beyond the outer limit of the territorial seas over which it may exercises sovereign rights or jurisdiction in accordance with international law and its domestic law.

#### **Article 1.5: Relation to Other Agreements**

1. The Parties affirm their existing rights and obligations with respect to each other under the WTO Agreement and other agreements to which both Parties are party.
2. In the event of any inconsistency between this Agreement and other agreements to which both Parties are party, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution.

#### **Article 1.6: Regional and Local Government**

1. Each Party shall take such reasonable measures as may be available to it to ensure observance of the provisions of this Agreement by the regional and local governments and authorities and by non-governmental bodies in the exercise of governmental powers delegated by central, regional and local governments and authorities within its territories.
2. This provision is to be interpreted and applied in accordance with the principles set out in paragraph 12 of Article XXIV of GATT 1994 and paragraph 3 of Article I of GATS.

#### **Article 1.7: Transparency**

1. Each Party shall publish or otherwise make publicly available their laws, regulations, and administrative rulings of general application as well as their respective international agreements which may affect the operation of this Agreement.
2. Without prejudice to Article 1.8, each Party shall respond with reasonable period of time to specific questions and provide, upon request, information to each other on matters referred to in paragraph 1.

#### **Article 1.8: Confidential Information**

1. Each Party shall, in accordance with its laws and regulations, maintain the confidentiality of information designated as confidential by the other Party.
2. Nothing in this Agreement shall require a Party to disclose confidential information, the disclosure of which would impede law enforcement of the Party,

or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of any economic operator.