

CHAPTER FIFTEEN

INSTITUTIONAL, GENERAL AND FINAL PROVISIONS

ARTICLE 15.1

Trade Committee

1. The Parties hereby establish a Trade Committee¹ comprising representatives of Korea and representatives of the United Kingdom.
2. The Trade Committee shall meet once a year in Seoul or London alternately or at the request of either Party. The Trade Committee shall be co-chaired by the Minister for Trade of Korea and the Secretary of State for International Trade of the United Kingdom, or their respective designees. The Trade Committee shall agree on its meeting schedule and set its agenda.
3. The Trade 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 specialised 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 the rights conferred in Chapter Fourteen (Dispute Settlement) and Annex 14-A (Mediation Mechanism for Non-Tariff Measures), seek appropriate ways and methods of forestalling problems which might arise in areas covered by this Agreement, or of resolving disputes that may arise regarding the interpretation or application of this Agreement;
 - (f) study the development of trade between the Parties; and
 - (g) consider any other matter of interest relating to an area covered by this Agreement.

¹ As set out in the Protocol on Cultural Cooperation, the Trade Committee shall have no jurisdiction over the Protocol and the Committee on Cultural Cooperation shall exercise all functions of the Trade Committee as regards that Protocol, where such functions are relevant for the purposes of implementing that Protocol.

4. The Trade Committee may:

- (a) decide to establish and delegate responsibilities to specialised committees, working groups or other bodies;
- (b) communicate with all interested parties including private sector and civil society organisations;
- (c) consider amendments to this Agreement or amend provisions of this Agreement in cases specifically provided for in this Agreement;
- (d) adopt interpretations of the provisions of this Agreement;
- (e) make recommendations or adopt decisions as envisaged by this Agreement;
- (f) adopt its own rules of procedure; and
- (g) take such other action in the exercise of its functions as the Parties may agree.

5. Without prejudice to the rights conferred in Chapter Fourteen (Dispute Settlement) and Annex 14-A (Mediation Mechanism for Non-Tariff Measures), either Party may refer to the Trade Committee any issue relating to the interpretation or application of this Agreement.

6. When a Party submits information considered as confidential under its laws and regulations to the Trade Committee, specialised committees, working groups or any other bodies, the other Party shall treat that information as confidential.

7. Recognising the importance of transparency and openness, the Parties affirm their respective practices of considering the views of members of the public in order to draw on a broad range of perspectives in the implementation of this Agreement.

ARTICLE 15.2

Specialised Committees

1. The following specialised committees are hereby established under the auspices of the Trade Committee:

- (a) the Committee on Trade in Goods in accordance with Article 2.16 (Committee on Trade in Goods);
- (b) the Committee on Sanitary and Phytosanitary Measures in accordance with Article 5.10 (Committee on Sanitary and Phytosanitary Measures);

- (c) the Customs Committee in accordance with Article 6.16 (Customs Committee);
- (d) the Committee on Trade in Services, Establishment and Electronic Commerce in accordance with Article 7.3 (Committee on Trade in Services, Establishment and Electronic Commerce);
- (e) the Committee on Trade and Sustainable Development in accordance with Article 13.12 (Institutional Mechanism); and
- (f) the Committee on Outward Processing Zones on the Korean Peninsula in accordance with Annex IV of the Protocol concerning the Definition of "Originating Products" and Methods of Administrative Cooperation.

The remit and tasks of the specialised committees established are defined in the relevant chapters and protocols of this Agreement.

2. The Trade Committee may decide to establish other specialised committees in order to assist it in the performance of its tasks. The Trade Committee shall determine the composition, duties and functioning of the specialised committees established pursuant to this Article.

3. Unless otherwise provided for in this Agreement, the specialised committees shall normally meet, once a year, at an appropriate level, alternately in London or Seoul, or at the request of either Party or of the Trade Committee and shall be co-chaired by representatives of Korea and the United Kingdom. The specialised committees shall agree on their meeting schedule and set their agenda.

4. The specialised committees shall inform the Trade Committee of their schedule and agenda sufficiently in advance of their meetings. They shall report to the Trade Committee on their activities at each regular meeting of the Trade Committee. The creation or existence of a specialised committee shall not prevent either Party from bringing any matter directly to the Trade Committee.

5. The Trade Committee may decide to change or undertake the task assigned to a specialised committee or dissolve any specialised committee.

ARTICLE 15.3

Working Groups

1. The following Working Groups are hereby established under the auspices of the Trade Committee:

- (a) the Working Group on Motor Vehicles and Parts in accordance with Article 9.2 (Working Group on Motor Vehicles and Parts) of Annex 2-C (Motor Vehicles and Parts);

- (b) the Working Group on Pharmaceutical Products and Medical Devices in accordance with Article 5.3 (Regulatory Cooperation) of Annex 2-D (Pharmaceutical Products and Medical Devices);
- (c) the Working Group on Chemicals in accordance with paragraph 4 of Annex 2-E (Chemicals);
- (d) the Working Group on Trade Remedy Cooperation in accordance with Article 3.16.1 (Working Group on Trade Remedy Cooperation);
- (e) the Working Group on MRA in accordance with Article 7.21.6 (Mutual Recognition);
- (f) the Working Group on Government Procurement in accordance with Article 9.3 (Government Procurement Working Group); and
- (g) the Working Group on Geographical Indications in accordance with Article 10.24 (Working Group on Geographical Indications).

2. The Trade Committee may decide to establish other working groups for a specific task or subject matter. The Trade Committee shall determine the composition, duties and functioning of working groups. Any regular or ad-hoc meetings between the Parties whose work addresses matters covered by this Agreement shall be considered working groups within the meaning of this Article.

3. Unless otherwise provided for in this Agreement, working groups shall meet, at an appropriate level, when circumstances require, or at the request of either Party or of the Trade Committee. They shall be co-chaired by representatives of Korea and the United Kingdom. Working groups shall agree on their meeting schedule and set their agenda.

4. Working groups shall inform the Trade Committee of their schedule and agenda sufficiently in advance of their meetings. They shall report to the Trade Committee on their activities at each regular meeting of the Trade Committee. The creation or existence of a working group shall not prevent either Party from bringing any matter directly to the Trade Committee.

5. The Trade Committee may decide to change or undertake the task assigned to a working group or dissolve any working group.

ARTICLE 15.4

Decision-Making

1. The Trade 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.

2. The decisions taken shall be binding on the Parties, which shall take the measures necessary to implement the decisions taken. The Trade Committee may also make appropriate recommendations.
3. The Trade Committee shall draw up its decisions and recommendations by agreement between the Parties.

ARTICLE 15.5

Amendments

1. The Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force after the Parties exchange written notifications certifying that they have completed their respective applicable legal requirements and procedures, on such date as the Parties may agree.
2. Notwithstanding paragraph 1, the Trade Committee may decide to amend the Annexes, Appendices, Protocols and Notes to this Agreement. The Parties may adopt the decision subject to their respective applicable legal requirements and procedures.

ARTICLE 15.5bis

Subsequent Negotiations

1. The Parties shall commence negotiations, to build on the existing terms of this Agreement and seek further liberalisation, no later than two years, following the date of entry into force of this Agreement.
2. A Party shall give positive consideration to any proposal, by the other Party, of topics to be included in the scope of the negotiations.
3. The Parties shall endeavour to conclude the negotiations within four years of entry into force of this Agreement.

ARTICLE 15.6

Contact Points

1. In order to facilitate communication and to ensure the effective implementation of this Agreement, the Parties shall designate co-ordinators upon the entry into force of this Agreement. The designation of co-ordinators is without prejudice to the specific designation of competent authorities under specific chapters of this Agreement.

2. On the request of either Party, the co-ordinator of the other Party shall indicate the office or official responsible for any matter pertaining to the implementation of this Agreement and provide the required support to facilitate communication with the requesting Party.

3. To the extent possible under its legislation, each Party shall provide information through its co-ordinators on the request of the other Party and reply promptly to any question from the other Party relating to an actual or proposed measure that might affect trade between the Parties.

ARTICLE 15.7

Taxation

1. This Agreement shall only apply to taxation measures in so far as such application is necessary to give effect to the provisions of this Agreement.

2. Nothing in this Agreement shall affect the rights and obligations of either Party under any tax convention between Korea and the United Kingdom. In the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of the inconsistency. In the case of a tax convention between Korea and the United Kingdom, the competent authorities under that convention shall have sole responsibility for jointly determining whether any inconsistency exists between this Agreement and that convention.

3. Nothing in this Agreement shall be construed to prevent the Parties from distinguishing, in the application of the relevant provisions of their fiscal legislation, between taxpayers who are not in the same situation, in particular with regard to their place of residence or with regard to the place where their capital is invested.

4. Nothing in this Agreement shall be construed to prevent the adoption or enforcement of any measure aimed at preventing the avoidance or evasion of taxes pursuant to the tax provisions of agreements to avoid double taxation or other tax arrangements or domestic fiscal legislation.

ARTICLE 15.8

Balance-of-Payments Exceptions

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, services and establishment.

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, of limited duration, not go beyond what is necessary to remedy the balance-of-payments and external financial situation. They shall be in accordance with the conditions established in the WTO Agreement and 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 and present, as soon as possible, a time schedule for their removal.

4. Where the restrictions are adopted or maintained, consultation shall be held promptly in the Trade Committee. Such consultation shall assess the balance-of-payments situation of the concerned Party and the restrictions adopted or maintained under this Article, taking into account, *inter alia*, such factors as:

- (a) the nature and extent of the balance-of-payments and the 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 3 and 4. All findings of statistical and other facts presented by the International Monetary Funds (hereinafter referred to as 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 the external financial situation of the concerned Party.

ARTICLE 15.9

Security Exceptions

Nothing in this Agreement shall be construed:

- (a) to require any Party to furnish any information, the disclosure of which it considers contrary to its essential security interests;
- (b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:
 - (i) connected with the production of or trade in arms, munitions or war material or relating to economic activities carried out directly or indirectly for the purpose of provisioning a military establishment;
 - (ii) relating to fissionable and fusionable materials or the materials from which they are derived; or

- (iii) taken in time of war or other emergency in international relations;
or
- (c) to prevent any Party from taking any action in order to carry out its international obligations for the purpose of maintaining international peace and security.

ARTICLE 15.10

Entry into Force

1. This Agreement shall enter into force when the Korea-EU FTA ceases to apply to the United Kingdom, provided that the Parties have notified each other that they have completed their domestic procedures by that date. Otherwise, this Agreement shall enter into force on such date as the Parties may agree.
2.
 - (a) This Agreement shall be provisionally applied from the first day of the month following the date on which Korea and the United Kingdom have notified each other of the completion of their respective relevant procedures or from such other date as the Parties agree.
 - (b) A Party may terminate provisional application by written notice to the other Party. Such termination shall take effect on the first day of the month following notification.
 - (c) Where this Agreement is provisionally applied, the term "entry into force of this Agreement" shall be understood to mean the date of provisional application.

ARTICLE 15.11

Duration

1. This Agreement shall be valid indefinitely.
2. Either Party may notify in writing the other Party of its intention to denounce this Agreement.
3. The denunciation shall take effect six months after the notification under paragraph 2.

ARTICLE 15.12

Fulfilment of Obligations

1. The Parties shall take any general or specific measures required to fulfil their obligations under this Agreement. They shall see to it that the objectives set out in this Agreement are attained.

2. Either Party may immediately take appropriate measures in accordance with international law in case of denunciation of this Agreement not sanctioned by the general rules of international law.

ARTICLE 15.13

Annexes, Appendices, Protocols and Notes

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

ARTICLE 15.14

Relation with Other Agreements

1. Unless specified otherwise, previous agreements between Korea and the United Kingdom are not superseded or terminated by this Agreement.

2. The Parties agree that nothing in this Agreement requires them to act in a manner inconsistent with their obligations under the WTO Agreement.

ARTICLE 15.15

Territorial Application

1. This Agreement shall apply:

(a) in respect of the United Kingdom, to the territory of the United Kingdom and the territories for whose international relations it is responsible, to the extent that and under the conditions which the Korea-EU FTA applied immediately before that Free Trade Agreement ceased to apply to the United Kingdom²;

(b) in respect of Korea, to the territory of Korea.

2. References to ‘territory’ shall be understood in accordance with paragraph 1, unless explicitly stated otherwise.

² Notwithstanding paragraph 1, this Agreement shall not apply to the Sovereign Base Areas of Akrotiri and Dhekelia in Cyprus.

ARTICLE 15.16

Authentic Texts

This Agreement is drawn up in duplicate in the Korean and English languages, each of these texts being equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in duplicate at London, this 22nd day of August, two thousand and nineteen in the Korean and English languages.

For the Republic of Korea

**For the United Kingdom of Great
Britain and Northern Ireland**