

CHAPTER FOUR

INSTITUTIONAL, GENERAL AND FINAL PROVISIONS

Article 4.1

Committee

1. Parties hereby establish a Committee comprising representatives of the EU Party and Singapore.
2. The Committee shall normally meet every two years in the Union or Singapore alternately or without undue delay at the request of either Party. The Committee shall be co-chaired by the Minister for Trade and Industry of Singapore and the Member of the European Commission responsible for Trade, or their respective delegates. The Committee shall agree on its meeting schedule and set its agenda, and may adopt its own rules of procedure.
3. The 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) consider ways to further enhance investment relations between the Parties;
 - (d) examine difficulties which may arise in the implementation of Chapter Three (Dispute Settlement) Section A (Resolution of Disputes between Investors and Parties) and consider possible improvements thereto, in particular in the light of experience and developments in other international *fora*;
 - (e) review generally the functioning of Chapter Three (Dispute Settlement) Section A (Resolution of Disputes between Investors and Parties), including taking into account any issues arising from efforts to establish the multilateral dispute settlement mechanism contemplated in Article 3.12 (Multilateral Dispute Settlement Mechanism);
 - (f) without prejudice to Chapter Three (Dispute Settlement), seek to solve problems which might arise in areas covered by this Agreement, or resolve disputes that may arise regarding the interpretation or application of this Agreement; and
 - (g) consider any other matter of interest relating to an area covered by this Agreement.
4. The Committee may, on agreement of the Parties and after completion of their respective legal requirements and procedures, decide to:
 - (a) appoint the Members of the Tribunal and the Members of the Appeal Tribunal pursuant to Articles 3.9(2) (Tribunal of First Instance) and 3.10(2) (Appeal Tribunal), to increase or decrease the number of the Members pursuant to Articles 3.9(3) and 3.10(3), and to remove a Member from the Tribunal or Appeal Tribunal pursuant to Article 3.11(5) (Ethics);

- (b) fix the monthly retainer fee of the Members of the Tribunal and of the Appeal Tribunal pursuant to Articles 3.9(12) and 3.10(11) and the amount of the daily fees of the Members serving on a division of the Appeal Tribunal and of the Presidents of the Tribunal and Appeal Tribunal pursuant to Articles 3.10(12) and 3.9(13);
- (c) transform the retainer fee and other fees and expenses of the Members of the Tribunal and Appeal Tribunal into a regular salary pursuant to Articles 3.9(15) and 3.10(13);
- (d) specify any necessary transitional arrangements pursuant to Article 3.12 (Multilateral Dispute Settlement Mechanism);
- (e) adopt supplemental rules on fees pursuant to Article 3.21(5) (Costs).
- (f) adopt interpretations of the provisions of this Agreement, which shall be binding on the Parties and all bodies set up under this Agreement, including the Tribunal and the Appeal Tribunal referred to under Chapter Three (Dispute Settlement) Section A (Resolution of Disputes between Investors and Parties), and the arbitration panels referred to under Chapter Three (Dispute Settlement) Section B (Resolution of Disputes between Parties); and
- (g) adopt rules supplementing the applicable dispute settlement rules or the rules included in the Annexes. Such rules shall be binding on the Tribunal and on the Appeal Tribunal referred to under Chapter Three (Dispute Settlement) Section A (Resolution of Disputes between Investors and Parties), and the arbitration panels referred to under Chapter Three (Dispute Settlement) Section B (Resolution of Disputes between Parties).

Article 4.2

Decision-making

1. The Parties may take decisions in the Committee, where provided for in this Agreement. The decisions taken shall be binding on the Parties, which shall take the measures necessary to implement the decisions taken.
2. The Committee may make appropriate recommendations, where provided for in this Agreement.
3. The Committee shall draw up its decisions and recommendations by agreement between the Parties.

Article 4.3

Amendments

1. The Parties may agree 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, as set out in the instrument of amendment.
2. Notwithstanding paragraph 1, the Parties may, in the Committee, adopt a decision amending this Agreement where provided for in this Agreement.

Article 4.4

Prudential Carve Out

1. Nothing in this Agreement shall be construed to prevent a Party from adopting or maintaining reasonable measures for prudential reasons, such as:
 - (a) the protection of investors, depositors, policy-holders or persons to whom a fiduciary duty is owed by a financial service supplier;
 - (b) the maintenance of the safety, soundness, integrity or financial responsibility of financial service suppliers; or
 - (c) ensuring the integrity and stability of the Party's financial system.
2. These measures shall not be more burdensome than necessary to achieve their aim and shall not constitute a means of arbitrary or unjustifiable discrimination against financial service suppliers of the other Party in comparison to its own like financial service suppliers or a disguised restriction on trade in services.
3. Nothing in this Agreement shall be construed to require a Party to disclose information relating to the affairs and accounts of individual consumers or any confidential or proprietary information in the possession of public entities.

Article 4.5

Security Exceptions

Nothing in this Agreement shall be construed to:

- (a) require either Party to furnish any information, the disclosure of which it considers contrary to its essential security interests;
- (b) prevent either 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 and war materials and related to traffic in other goods and materials and to economic activities carried out directly or indirectly for the purpose of provisioning a military establishment;
 - (ii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;
 - (iii) relating to fissionable and fusionable materials or the materials from which they are derived; or
 - (iv) taken in time of war or other emergency in international relations, or to protect critical public infrastructure (this relates to communications, power or water infrastructure providing essential goods or services to the general public) from deliberate attempts to disable or disrupt it;
- (c) prevent either Party from taking any action for the purpose of maintaining international peace and security.

Article 4.6

Taxation

1. This Agreement shall only apply to taxation measures insofar as such application is necessary to give effect to the provisions of this Agreement.¹
2. Nothing in this Agreement shall affect the rights and obligations of either Singapore, or the Union or any of its Member States, under any tax agreement between Singapore and the Union or any of its Member States. In the event of any inconsistency between this Agreement and any such agreement, that agreement shall prevail to the extent of the inconsistency. In the case of a tax agreement between Singapore and the Union or one of its Member States, the competent authorities under that agreement shall have sole responsibility for determining whether any inconsistency exists between this Agreement and that agreement.
3. Nothing in this Agreement shall prevent either Party from adopting or maintaining any taxation measure which differentiates between taxpayers based on rational criteria, such as 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.²
4. Nothing in this Agreement shall prevent the adoption or maintenance 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.
5. Nothing in this Agreement shall prevent Singapore from adopting or maintaining taxation measures which are needed to protect Singapore's overriding public policy interests arising out of its specific constraints of space.

Article 4.7

Specific Exception

Nothing in this Agreement applies to activities conducted by a central bank or monetary authority or by any other public entity in pursuit of monetary or exchange rate policies.

Article 4.8

Sovereign Wealth Funds

Each Party shall encourage its sovereign wealth funds to respect the *Generally Accepted Principles and Practices – Santiago Principles*.

Article 4.9

Disclosure of Information

1. Nothing in this Agreement shall be construed to require a Party to make available confidential information, the disclosure of which would impede law enforcement, or

¹ The term "provisions of this Agreement" means the provisions that accord: (a) non-discriminatory treatment to investors in the manner and to the extent provided for in Article 2.3 (National Treatment); and (b) protection to investors and their investments against expropriation in the manner and to the extent provided for in Article 2.6 (Expropriation).

² For greater certainty, the Parties share an understanding that nothing in this Agreement shall prevent any taxation measure aimed at social welfare, public health or other socio-community objectives, or at macroeconomic stability; or tax benefits linked to place of incorporation and not the nationality of the person owning the company. Taxation measures aimed at macroeconomic stability are measures in reaction to movements and trends in the national economy to address or to prevent systemic imbalances which seriously threaten the stability of the national economy.

otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private.

2. When a Party submits information to the Committee which is considered as confidential under its laws and regulations, the other Party shall treat that information as confidential, unless the submitting Party agrees otherwise.

Article 4.10

Fulfilment of Obligations

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.

Article 4.11

No Direct Effect

For greater certainty, nothing in this Agreement shall be construed as conferring rights or imposing obligations on persons, other than those created between the Parties under public international law.

Article 4.12

Relationship with other Agreements

1. This Agreement shall be an integral part of the overall bilateral relations as governed by the EUSPCA and shall form part of a common institutional framework. It constitutes a specific agreement giving effect to the trade provisions of the EUSPCA.
2. For greater certainty, the Parties agree that nothing in this Agreement requires them to act in a manner inconsistent with their obligations under the WTO Agreement.
3.
 - (a) Upon the entry into force of this Agreement, the agreements between Member States of the Union and Singapore listed in Annex 5 (Agreements Referred to in Article 4.12) including the rights and obligations derived therefrom, shall be terminated and cease to have effect, and shall be replaced and superseded by this Agreement.
 - (b) In the event of the provisional application of this Agreement in accordance with paragraph 4 of Article 4.15 (Entry into Force), the application of the provisions of the agreements listed in Annex 5 (Agreements Referred to in Article 4.12), as well as the rights and obligations derived therefrom, shall be suspended as of the date of provisional application. In the event the provisional application of this Agreement is terminated and this Agreement does not enter into force, the suspension shall cease and the agreements listed in Annex 5 (Agreements Referred to in Article 4.12) shall have effect.
 - (c) Notwithstanding subparagraphs 3(a) and 3(b), a claim may be submitted pursuant to the provisions of an agreement listed in Annex 5 (Agreements Referred to in Article 4.12), regarding treatment accorded while the said agreement was in force, pursuant to the rules and procedures established in that agreement, and provided that no more than three years have elapsed since the date of suspension of the agreement pursuant to subparagraph 3(b), or, if the agreement is not suspended pursuant to subparagraph 3(b), the date of entry into force of this Agreement.

- (d) Notwithstanding subparagraphs 3(a) and 3(b), if the provisional application of this Agreement is terminated and this Agreement does not enter into force, a claim may be submitted pursuant to Chapter Three (Dispute Settlement) Section A (Resolution of Disputes between Investors and Parties) regarding treatment accorded during the period of the provisional application of this Agreement provided no more than three years have elapsed since the date of termination of the provisional application.

For the purposes of this paragraph, the definition of “entry into force of this Agreement” provided in subparagraph 4(d) of Article 4.15 (Entry into Force) shall not apply.

Article 4.13

Territorial Application

This Agreement shall apply:

- (a) with respect to the EU Party, to the territories in which the Treaty on European Union and the Treaty on the Functioning of the European Union are applied and under the conditions laid down in those Treaties; and
- (b) with respect to Singapore, to its territory.

References to “territory” in this Agreement shall be understood in this sense, except as otherwise expressly provided.

Article 4.14

Annexes, Appendices, Joint Declarations, Protocols and Understandings

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

Article 4.15

Entry into Force

1. This Agreement shall be approved by the Parties in accordance with their own procedures.
2. This Agreement shall enter into force on the first day of the second month following that in which the Parties exchange written notifications certifying that they have completed their respective applicable legal requirements and procedures for the entry into force of this Agreement. The Parties may by agreement fix another date.
3. Notifications shall be sent to the Secretary General of the Council of the Union and to the Director, North America and Europe Division, Singapore Ministry of Trade and Industry, or their respective successors.
4.
 - (a) This Agreement shall be provisionally applied from the first day of the month following the date on which the Union and Singapore have notified each other of the completion of their respective relevant procedures. The Parties may by mutual agreement fix another date.
 - (b) In the event that certain provisions of this Agreement cannot be provisionally applied, the Party which cannot undertake such provisional application shall notify the other Party of the provisions which cannot be provisionally applied.

Notwithstanding subparagraph 4(a), provided the other Party has completed the necessary procedures and does not object to provisional application within ten days of the notification that certain provisions cannot be provisionally applied, the provisions of this Agreement which have not been notified shall be provisionally applied the first day of the month following the notification.

- (c) The Union or Singapore may terminate provisional application by written notice to the other Party. Such termination shall take effect on the first day of the second month following notification.
- (d) Where this Agreement, or certain provisions thereof, is provisionally applied, the term “entry into force of this Agreement” shall be understood to mean the date of provisional application. The Committee may exercise their functions during the provisional application of this Agreement. Any decisions adopted in the exercise of these functions will only cease to be effective if the provisional application of this Agreement is terminated and this Agreement does not enter into force.

Article 4.16

Duration

1. This Agreement shall be valid indefinitely.
2. Either the EU Party or Singapore may notify in writing the other Party of its intention to terminate this Agreement.
3. This Agreement shall be terminated six months after the notification under paragraph 2 without prejudice to Article 4.17 (Termination).
4. Within 30 days of delivery of a notification under paragraph 2, either Party may request consultations regarding whether the termination of any provision of this Agreement should take effect at a later date than provided under paragraph 2. Such consultations shall commence within 30 days of a Party’s delivery of such request.

Article 4.17

Termination

In the event that this Agreement is terminated pursuant to Article 4.16 (Duration), this Agreement shall continue to be effective for a further period of twenty years from that date in respect of covered investments made before the date of termination of the present Agreement. This Article shall not apply in the case of the termination of provisional application of this Agreement and this Agreement does not enter into force.

Article 4.18

Accession of new Member States of the Union

1. The Union shall notify Singapore without undue delay of any request for accession of a third country to the Union.
2. During the negotiations between the Union and the candidate country seeking accession, the Union shall endeavour to:
 - (a) provide, upon the request of Singapore, and to the extent possible, any information regarding any matter covered by this Agreement; and

- (b) take into account any concerns expressed by Singapore.
3. The Union shall notify Singapore as soon as feasible about the outcome of accession negotiations with the candidate country seeking accession to the Union, and notify Singapore of the entry into force of any accession to the Union.
 4. The Committee shall examine any effects of such accession on this Agreement sufficiently in advance of the date of accession and shall decide on any necessary adjustment or transition arrangements.
 5. Any new Member State of the Union shall accede to this Agreement by depositing an act of accession to this Agreement with the General Secretariat of the Council of the European Union and the Director, North America and Europe Division, Singapore Ministry of Trade and Industry, or their respective successors.

Article 4.19

Authentic Texts

This Agreement is drawn up in duplicate in the Bulgarian, Croatian, Czech, Estonian, Danish, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic.