*This **document** is the European Union's (EU) proposal for a legal text on a Digital trade Agreement between the EU and Canada. It is scheduled to be tabled for discussion with Canada. The actual text in the final agreement will be a result of negotiations between the EU and Canada.*

***DISCLAIMER**: The EU reserves the right to make subsequent modifications to this text and to complement its proposals at a later stage, by modifying, supplementing or withdrawing all, or any part, at any time.*

AGREEMENT ON DIGITAL TRADE BETWEEN

THE EUROPEAN UNION

AND CANADA

The European Union, hereinafter referred to as 'the Union',

and

Canada,

hereinafter jointly referred to as the 'Parties' or individually referred to as a 'Party',

BUILDING on their deep and longstanding partnership, based on the common principles and values reflected in the Strategic Partnership Agreement between the European Union and its Member States, of the one part, and Canada, of the other part, by giving effect to its provisions on trade;

DESIRING to deepen the free trade area established by the Comprehensive Economic and Trade Agreement between Canada, of the one part, and the European Union and its Member States, of the other part, done at Brussels on 30 October 2016 ('the CETA'),

RECOGNISING the EU-Canada Digital Partnership, signed on 24 November 2023 ('the Digital Partnership'), as an initiative to promote cooperation between the Union and Canada in a variety of areas of the digital economy and to create opportunities for joint initiatives and

efforts in new and emerging areas of the digital economy;

ACKNOWLEDGING the importance of the digital economy and digital trade, and that continued economic success depends on the combined ability of the Parties to harness technological advances to improve existing businesses, create new products and markets, and enhance daily life;

RECOGNISING the economic opportunities for businesses and the wider access to goods and services for consumers brought about by the digital economy and digital trade;

RESOLVED to deepen their economic relations in new and emerging areas, within the context of their bilateral preferential trade relations;

DETERMINED to strengthen their bilateral preferential trade relationship as part of and in a manner coherent with their overall relations, and recognising that this Agreement will provide a new framework for the development of digital trade between the Parties;

EMPHASISING the importance of promoting open, transparent, non-discriminatory and predictable regulatory environments for facilitating digital trade;

RECOGNISING the importance of the secure and responsible development and use of digital technologies to foster public trust;

SHARING a vision of digital trade as a key enabler of sustainable development and a contributor to the green and digital transformation of their economies and therefore considering that digital trade rules should be future-proofed and responsive to innovation and emerging technologies;

REAFFIRMING their commitments to the principles of sustainable development in the CETA;

DETERMINED to strengthen their economic, trade and investment relationship in accordance with the objectives of sustainable development, in its economic, social and environmental dimensions, and to promote digital trade under this Agreement respecting high levels of environmental and labour protection and relevant internationally recognised standards and international agreements;

CONVINCED that digital trade supports entrepreneurship and empowers businesses of all sizes to participate in the global economy by enhancing interoperability, innovation, competition,

and access to information and communications technologies, notably for women entrepreneurs and micro, small and medium-sized enterprises, while promoting digital inclusion of groups and individuals that may face disproportionate barriers to digital trade;

RECOGNISING the importance of transparency in international trade and investment, which is to the benefit of all stakeholders;

SEEKING to establish a modern and dynamic framework for cooperation that corresponds to the fast-paced and evolving digital economy and digital trade;

AFFIRMING the Parties' right to regulate within their territories to achieve legitimate policy objectives;

COMPLEMENTING the Parties' international and regional leadership roles in the pursuit of ambitious benchmarks, rules and standards for the digital economy and digital trade;

AFFIRMING their commitment to the Charter of the United Nations, signed in San Francisco on 26 June 1945, and having regard to the principles articulated in the Universal Declaration of Human Rights, adopted by the General Assembly of the United Nations on 10 December 1948;

BUILDING upon their respective rights and obligations under the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, on 15 April 1994 (hereinafter referred to as the 'WTO Agreement'), and other multilateral and bilateral agreements and international instruments of cooperation to which both Parties are party,

HAVE AGREED AS FOLLOWS:

CHAPTER ONE

GENERAL PROVISIONS

ARTICLE 1

Objective

1. The objective of this Agreement is to facilitate digital trade between the Parties, address unjustified barriers to trade enabled by electronic means and ensure an open, secure and trustworthy online environment for businesses and consumers.

2. This Agreement shall be applied within the framework of the CETA and shall, together with the CETA, form the free-trade area consistent with Article XXIV (Territorial Application – Frontier Traffic – Customs Unions and Free-trade Areas) of the General Agreement on Tariffs and Trade 1994 and Article V (Economic Integration) of the General Agreement on Trade in Services (hereinafter referred to as 'GATS').

ARTICLE 2

Scope

1. This Agreement applies to measures of a Party affecting trade enabled by electronic means.

2. This Agreement does not apply to:

(a) audio-visual services;
(b) activities performed or services supplied in the exercise of governmental authority; and
(c) data held or processed by or on behalf of a Party, or measures related to such data, including measures related to its collection, except as provided for in Article 16 [Open government data].

ARTICLE 3

Right to regulate

The Parties reaffirm their right to regulate within their territories to achieve legitimate policy objectives, such as the protection of public health, social services, public education, safety, the environment including climate change, public morals, social or consumer protection, privacy and data protection, and the promotion and protection of cultural diversity.

ARTICLE 4

Definitions

For the purposes of this Agreement, the following definitions apply:

(a) 'activities performed or services supplied in the exercise of governmental authority' means activities which are performed or services which are supplied neither on a commercial basis nor in competition with one or more economic operators;

(b) 'consumer' means any natural person using a public telecommunications service for other than professional purposes;

(c) 'direct marketing communication' means any form of commercial advertising by which a natural or juridical person communicates marketing messages directly to a user via a public telecommunications service and, for the purpose of this Agreement, covers at least electronic mail and text and multimedia messages (SMS and MMS);

(d) 'electronic authentication' means an electronic process that enables to confirm:

(i) the electronic identification of a natural or juridical person, or

(ii) the origin and integrity of data in electronic form;

(e) 'electronic invoicing' means the automated electronic creation, processing and exchange of an invoice between a seller and a buyer using a structured data format;

(f) 'electronic invoicing framework' means a system that enables electronic invoicing and comprises legal, technical, semantical and organisational elements;

(g) 'electronic registered delivery service' means a service that makes it possible to transmit data between parties by electronic means and provides evidence relating to the handling of the transmitted data, including proof of sending and receiving the data, and that protects transmitted data against the risk of loss, theft, damage or any unauthorised alteration;

(h) 'electronic seal' means data in electronic form used by a juridical person which is attached to or logically associated with other data in electronic form to ensure the latter's origin and integrity;

(i) 'electronic signature' means data in electronic form which is attached to or logically associated with other data in electronic form that is:

(i) used by a natural person to agree on the data in electronic form to which it relates; and

(ii) linked to the data in electronic form to which it relates in such a way that any subsequent alteration in the data is detectable;

(j) 'electronic trust service' means an electronic service consisting of:

(i) the creation, verification and validation of electronic signatures, electronic seals, electronic time stamps, electronic registered delivery services and certificates related to those services;

(ii) the creation, verification and validation of certificates for website authentication; or

(iii) the preservation of electronic signatures, seals or certificates related to those services;

(k) 'government data' means data owned or held by government, at any level, and by non-governmental bodies in the exercise of powers conferred on them by any level of government;

(l) 'internet access service' means a public telecommunications service that provides access to the internet and thereby connectivity to virtually all end points of the internet, irrespective of the network technology and terminal equipment used;

(m) 'juridical person' means any legal entity duly constituted or otherwise organised under the applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

(n) 'juridical person of a Party' means, in the case of the carrying out of an economic activity through establishment, a juridical person that is owned or controlled by natural or juridical persons of that Party. If an economic activity is not performed directly by a juridical person but by a branch or a representative office, that branch or representative office shall be accorded the treatment provided for under the Agreement to the juridical person of the relevant Party;

(o) 'measure' means any measure of a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action or any other form;

(p) 'measures of a Party' means any measures adopted or maintained by:

(i) central, regional or local governments or authorities; and

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

(q) 'personal data' means any information relating to an identified or identifiable natural person;

(r) 'public telecommunications service' means any telecommunications service that is offered to the public generally;

(s) 'service supplier' means any natural or juridical person that seeks to supply or that supplies a service;

(t) 'telecommunications services' means 'telecommunications services' within the meaning of Article 15.1 of the CETA;

(u) 'territory' means, with respect to each Party, the area where this Agreement applies in accordance with Article 37 (Territorial Application); and

(v) 'user' means any natural or juridical person using a public telecommunications service.

CHAPTER TWO

DIGITAL TRADE DISCIPLINES

SECTION ONE

DATA FLOWS WITH TRUST AND PROTECTION OF PERSONAL DATA AND PRIVACY

ARTICLE 5

Cross-border data flows

1. The Parties are committed to ensuring cross-border data flows to facilitate trade in the digital economy.

2. To that end, cross-border data flows shall not be restricted between the Parties by:

(a) requiring the use of computing facilities or network elements in the Party's territory for processing of data, including by imposing the use of computing facilities or network elements that are certified or approved in the territory of the Party;

(b) requiring the localisation of data in the Party's territory for storage or processing;

(c) prohibiting storage or processing of data in the territory of the other Party;

(d) making the cross-border transfer of data contingent upon use of computing facilities or network elements in the Party's territory or upon localisation requirements in the Party's territory.

3. The Parties shall keep the implementation of this Article under review and assess its functioning within three years of the entry into force of this Agreement. A Party may at any time request from the other Party to review the list of restrictions listed in paragraph 2. Such request shall be accorded sympathetic consideration.

ARTICLE 6

Protection of personal data and privacy

1. The Parties recognise that the protection of personal data and privacy is a fundamental right and that high standards in this regard contribute to trust in the digital economy and to the development of trade.

2. Each Party may adopt and maintain the safeguards it deems appropriate to ensure the protection of personal data and privacy, including through the adoption and application of rules for the cross-border transfer of personal data. Nothing in this Agreement shall affect the protection of personal data and privacy afforded by the Parties' respective safeguards.

3. Each Party shall inform the other Party about any safeguard it adopts or maintains according to paragraph 2.

SECTION TWO

FACILITATION OF DIGITAL TRADE

ARTICLE 7

No prior authorisation

1. A Party shall not require prior authorisation solely on the ground that a service is provided online, or adopt or maintain any other requirement having an equivalent effect.

2. Paragraph 1 does not apply to telecommunications services, broadcasting services, gambling services, or legal representation services, nor to services of notaries or equivalent professions to the extent that they involve a direct and specific connection with the exercise of public authority.

ARTICLE 8

Electronic contracts

1. Each Party shall ensure that contracts may be concluded by electronic means and that its law neither creates obstacles to the use of electronic contracts nor results in contracts being denied their legal effect or legal validity solely on the basis that the contract has been made by electronic means.

2. Paragraph 1 does not apply to the following:

(a) broadcasting services;
(b) gambling services;
(c) legal representation services;
(d) the services of notaries or equivalent professions involving a direct and specific connection with the exercise of public authority;
(e) contracts that require witnessing in person;
(f) contracts that establish or transfer rights in real estate;
(g) contracts requiring by law the involvement of courts, public authorities or professions exercising public authority;
(h) contracts of suretyship granted, collateral securities furnished by persons acting for purposes outside their trade, business or profession; and
(i) contracts governed by family law or by the law of succession.

ARTICLE 9

Electronic authentication and electronic trust services

1. A Party shall not deny the legal effect and admissibility as evidence in legal proceedings of an electronic document, an electronic signature, an electronic seal, an electronic time stamp

or of data sent and received using an electronic registered delivery service, solely on the ground that it is in electronic form.

2. A Party shall not adopt or maintain measures that would:

(a) prohibit parties to an electronic transaction from mutually determining the appropriate electronic authentication method for that transaction; or
(b) prevent parties to an electronic transaction from being able to prove to judicial or administrative authorities that the use of electronic authentication or an electronic trust service in that transaction complies with the applicable legal requirements.

3. Notwithstanding paragraph 2, a Party may require that for a particular category of transactions, the method of electronic authentication or trust service is certified by an authority accredited in accordance with the law of that Party or meets certain performance standards which shall be objective, transparent and non-discriminatory and shall only relate to the specific characteristics of the category of transactions concerned.

ARTICLE 10

Electronic invoicing

1. The Parties recognise the importance of electronic invoicing to improve the cost-effectiveness, efficiency, accuracy and reliability of digital trade.

2. Except in circumstances otherwise provided for under its laws or regulations, a Party shall not deny the legal effect or admissibility as evidence in legal proceedings of an invoice solely on the basis that the invoice is in electronic form.

3. The Parties recognise the benefits of ensuring that the frameworks used for electronic invoicing within their territories are interoperable, and the importance of electronic invoicing standards to that end.

4. Each Party shall ensure that electronic invoicing frameworks in its territory are designed to support cross-border interoperability. To this end, the Parties shall take into account relevant international frameworks, standards, guidelines and recommendations.

5. The Parties shall endeavour to:

(a) share best practices and collaborate on promoting the adoption of interoperable frameworks for electronic invoicing; and

(b) cooperate on initiatives which promote, encourage, support or facilitate the adoption of electronic invoicing by businesses. To this end, the Parties shall endeavour to generate awareness of, and build capacity for, electronic invoicing.

SECTION THREE

ENSURING AN OPEN, SECURE AND TRUSTWORTHY ONLINE ENVIRONMENT

ARTICLE 11

Customs duties on electronic transmissions

1. Electronic transmissions shall be considered as a supply of services within the meaning of Chapter Nine of the CETA [Cross-border trade in services].

2. A Party shall not impose customs duties on electronic transmissions.

ARTICLE 12

Transfer of or access to source code

1. A Party shall not require the transfer of, or access to, the source code of software owned by a natural or juridical person of the other Party as a condition for the import, export, distribution, sale or use of such software, or of products containing such software, in or from its territory.

2. For greater certainty:

(a) Articles 22 [Prudential carve-out], 23 [General exceptions] and 24 [Security exceptions] may apply to measures of a Party adopted or maintained in the context of a certification procedure;

(b) paragraph 1 does not apply to the voluntary transfer of, or granting of access to, source code of software by a natural or juridical person of the other Party on a

commercial basis, such as in the context of a public procurement transaction or other freely negotiated contracts; and

(c) paragraph 1 does not affect the right of regulatory authorities, law enforcement or judicial bodies of a Party to require the modification of source code of software to comply with its laws or regulations that are not inconsistent with this Agreement.

3. Nothing in this Article shall affect:

(a) the right of regulatory or law enforcement authorities and judicial or conformity assessment bodies[1] of a Party to require the transfer of, or access to, source code of software, as a condition for import, export, distribution, sale or use of such software, for investigation, inspection or examination, enforcement action or judicial proceeding purposes, to secure compliance with its laws and regulations pursuing legitimate public policy objectives[2], subject to safeguards against unauthorised disclosure;

(b) the requirements by a court, administrative tribunal, competition authority or other relevant body of a Party to remedy a violation of competition law or requirements pursuant to a Party's laws or regulations that are not inconsistent with this Agreement to provide proportionate and targeted access to the source code of software that is necessary to address barriers to entry in digital markets to ensure those markets remain competitive, fair, open and transparent;

(c) the protection and enforcement of intellectual property rights; or

(d) the right of a Party to take measures in accordance with Article 19.3 [Security and general exceptions of Chapter Nineteen (Government Procurement)] of the CETA, which shall apply to this Article, *mutatis mutandis*.

[1] For the purposes of this Article, 'conformity assessment body' refers to a relevant governmental body or authority of a Party, or non-governmental body in the exercise of powers delegated by a governmental body or authority of a Party, carrying out the procedures of assessment of conformity with applicable laws or regulations of that Party.

[2] For the purpose of this Article, 'legitimate public policy objective' shall be interpreted in an objective manner and shall enable the pursuit of objectives such as to protect public security, public morals, or human, animal or plant life or health, to maintain public order, to protect other fundamental interests of society such as online safety, cybersecurity, safe and trustworthy artificial intelligence, or protecting against the dissemination of disinformation, or other similar objectives of public interest, taking into account the evolving nature of digital technologies and related challenges.

ARTICLE 13

Online consumer trust

1. In order to enhance consumer trust in digital trade, each Party shall adopt or maintain measures to ensure the effective protection of consumers engaged in electronic commerce, including measures that:

(a) proscribe fraudulent, misleading and deceptive commercial practices;
(b) require suppliers of goods or services to act in good faith and abide by fair commercial practices, including through the prohibition of charging consumers for unsolicited goods and services;
(c) require suppliers of goods or services to provide consumers with clear and thorough information regarding their identity and contact details[3], as well as regarding the goods or services, and the transaction;
(d) grant consumers access to redress to claim their rights, including a right to remedies in cases where goods or services are paid for but not delivered or provided as agreed; and
(e) ensure the safety of goods during normal or reasonably foreseeable use.

2. The Parties recognise the importance of entrusting their consumer protection agencies or other relevant bodies with adequate enforcement powers and the importance of cooperation between their agencies in order to protect consumers and enhance online consumer trust.

ARTICLE 14

Unsolicited direct marketing communications

1. Each Party shall ensure that users are effectively protected against unsolicited direct marketing communications.

2. Each Party shall ensure that direct marketing communications are not sent to users who are natural persons unless they have given their consent in accordance with that Party's law to receive such communications.

[3] In the case of intermediary service suppliers, this also includes the identity and contact details of the actual supplier of the good or the service.

3. Notwithstanding paragraph 2, each Party shall allow natural or juridical persons who have collected, in the context of the supply of goods or services and in accordance with its law, the contact details of a user, to send direct marketing communications to that user for their own similar goods or services.

4. Each Party shall ensure that direct marketing communications are clearly identifiable as such, clearly disclose on whose behalf they are made and contain the necessary information to enable users to request cessation of those messages, free of charge and at any moment.

5. Each Party shall provide users with access to redress against suppliers of direct marketing communications that do not comply with the measures adopted or maintained pursuant to paragraphs 1 to 4.

ARTICLE 15

Open internet access

Each Party shall ensure that, subject to its laws and regulations, suppliers of internet access services enable users of those services to:

(a) access and distribute information and content, use and provide applications and services of their choice, subject to non-discriminatory, reasonable, transparent and proportionate network management; and
(b) use devices of their choice, provided that such devices do not harm the security of other devices, the network or services provided over the network.

ARTICLE 16

Open government data

1. The Parties recognise that facilitating public access to, and use of, government data contributes to stimulating economic and social development, competitiveness, productivity and innovation.

2. To the extent that a Party chooses to make government data digitally available for public access and use, it shall endeavour to ensure that the data is:

(a) in a format that allows it to be easily searched, retrieved, used, reused and redistributed;
(b) made available in a machine-readable and spatially-enabled format;
(c) accompanied by metadata, which is as standard as possible;
(d) made available via reliable, user-friendly and freely available application programming interfaces;
(e) regularly updated;
(f) not subject to conditions that are discriminatory or that unnecessarily restrict re-use; and
(g) made available for reuse in full compliance with a Party's personal data protection rules.

3. The Parties shall endeavour to cooperate to identify ways in which each Party can expand access to, and use of, government data that the Party has made public, with a view to enhancing and generating business opportunities, beyond its use by the public sector.

CHAPTER THREE

TRANSPARENCY AND COOPERATION

ARTICLE 17

Small and medium-sized enterprises and startups

1. The Parties recognise the importance of small and medium-sized enterprises (SMEs) and startups in their bilateral trade and investment relations and affirm their commitment to enhance the ability of SMEs and startups to benefit from this Agreement.

2. With a view to enhancing opportunities for SMEs and startups to benefit from this Agreement, the Parties shall endeavour to exchange information and best practices in leveraging digital tools and technology to improve the participation of SMEs and startups in digital trade opportunities.

3. Each Party shall update the existing[4] publicly accessible website with information regarding this Agreement, including:

(a) the text of this Agreement;
(b) a summary of this Agreement; and
(c) any additional information that each Party considers useful for SMEs' and startups' understanding of this Agreement.

4. Each Party shall regularly review the information made available under paragraph 3 to ensure that it is up to date and accurate.

ARTICLE 18

Digital inclusion

1. The Parties recognise the importance of digital inclusion in ensuring that all persons and businesses can participate in, contribute to and benefit from the digital economy. To that end, the Parties recognise the importance of removing barriers to participation in digital trade.

2. The Parties shall cooperate on matters relating to digital inclusion, including the participation in digital trade of persons who may face disproportionate barriers to their participation in digital trade. Such cooperation may include:

(a) sharing of experiences and best practices, including exchanges between experts, with respect to digital inclusion;
(b) identifying and addressing barriers to accessing digital trade opportunities;
(c) sharing methods and procedures for developing datasets and conducting analysis in relation to the participation in digital trade of persons who may face disproportionate barriers to their participation in digital trade; and
(d) any other areas as jointly agreed by the Parties.

3. Cooperation activities relating to digital inclusion may be carried out through the coordination, as appropriate, of the Parties' respective agencies and stakeholders.

[4] Each Party has already set up a website with information for SMEs under Recommendation 003/2018 of 26 September 2018 of the CETA Joint Committee on Small and Medium-sized Enterprises.

4. The Parties shall endeavour to participate actively within the WTO and in other international fora to promote initiatives for advancing digital inclusion in digital trade.

ARTICLE 19

Stakeholder engagement

1. The Parties shall seek opportunities to promote the benefits of digital trade under this Agreement among stakeholders such as businesses, non-government organisations and academic experts.

2. The Parties recognise the importance of stakeholder engagement and of promoting relevant initiatives and platforms within and between the Parties, as appropriate, within the context of this Agreement.

3. Where appropriate, the Parties may engage interested stakeholders such as businesses, non-government organisations and academic experts for the purposes of implementation and further modernisation of this Agreement.

ARTICLE 20

Cooperation on regulatory issues with regard to digital trade

1. The Parties acknowledge the importance of the Digital Partnership in promoting their bilateral cooperation in a variety of areas of digital economy and creating opportunities for joint initiatives and efforts in new and emerging areas of digital economy.

2. The Parties shall exchange information on regulatory matters in the context of digital trade, which shall address the following:

(a) the recognition and facilitation of interoperable electronic trust and authentication services;
(b) the treatment of direct marketing communications;
(c) the protection of consumers and digital platform workers, including algorithmic management; and
(d) other matters relevant to the development of digital trade.

3. For greater certainty, paragraph 2 shall not apply to a Party's rules and safeguards for the protection of personal data and privacy, including on cross-border transfers of personal data.

ARTICLE 21

Customs cooperation

1. The Parties recognise the importance of creating a paperless border environment as a means to reduce administrative burdens, enhance transparency, improve the overall efficiency of trade administration, and facilitate legitimate trade, including digital trade. The Parties further recognise that effective cooperation between customs authorities plays an important role in facilitating such trade.

2. The Parties shall develop cooperation, inter alia, by exchanging, where relevant and appropriate, through a structured and recurrent electronic communication between the customs authorities of the Parties, certain categories of customs-related information for the purpose of improving risk management and the effectiveness of customs controls, targeting goods at risk in terms of revenue collection or safety and security, and facilitating legitimate digital trade.

3. The Joint Customs Cooperation Committee as referred to in Article 6.14 of the CETA:

(a) shall ensure the proper functioning of this article and examine all issues arising from its application, and
(b) may formulate resolutions, recommendations or opinions which it considers necessary for the attainment of the common objectives and sound functioning of this provision.

4. The Joint Customs Cooperation Committee may also propose draft decisions to be adopted by the CETA Joint Committee for the purpose of implementing this article. The CETA Joint Committee shall have the power pursuant to Article 26.3 of the CETA to take decisions thereon.

CHAPTER FOUR

EXCEPTIONS, DISPUTE SETTLEMENT, INSTITUTIONAL AND FINAL PROVISIONS

SECTION ONE

EXCEPTIONS

ARTICLE 22

Prudential carve-out

Paragraph 2 of the GATS Annex on Financial Services is incorporated into and made part of this Agreement, *mutatis mutandis*.

ARTICLE 23

General exceptions

Paragraphs 4 and 5 of Article 15.3 and Article 28.3 of the CETA shall apply to this Agreement, *mutatis mutandis*.

ARTICLE 24

Security exceptions

Article 28.6 of the CETA shall apply to this Agreement, *mutatis mutandis*.

ARTICLE 25

Specific exceptions

Article 13.17 of the CETA shall apply to this Agreement, *mutatis mutandis*.

ARTICLE 26

Temporary safeguard measures with regard to capital movements and payments

Article 28.4 of the CETA shall apply to this Agreement, *mutatis mutandis*.

ARTICLE 27

Balance of payment exceptions

Article 28.5 of the CETA shall apply to this Agreement, *mutatis mutandis*.

SECTION TWO

DISPUTE SETTLEMENT

ARTICLE 28

Dispute settlement

If a dispute arises between the Parties concerning the interpretation and application of this Agreement, the provisions of Chapter Twenty-nine of the CETA shall apply to this Agreement, *mutatis mutandis*. With respect to the settlement of disputes of financial services, Article 13.20 of the CETA shall also apply to this Agreement, *mutatis mutandis*.

ARTICLE 29

Transparency

By way of complement to the provisions in Chapter Twenty-nine of the CETA, each Party shall promptly make public:

(a) a request for consultations pursuant to paragraph 2 of Article 29.4 of the CETA;
(b) a request for establishment of a panel pursuant to paragraph 2 of Article 29.6 of the CETA;
(c) the date of establishment of a panel in accordance with paragraph 5 of Article 29.7 of the CETA, the time-limit for amicus curiae submissions pursuant to Rule 44 of Annex 29-A of the CETA and the working language for the panel procedure determined in accordance with Rule 48 of Annex 29-A of the CETA; and
(d) its statements provided in the panel proceeding.

SECTION THREE

INSTITUTIONAL PROVISIONS

ARTICLE 30

Institutional provisions

1. Chapter Twenty-six of the CETA shall apply to this Agreement, *mutatis mutandis*.

2. The Committee on Services and Investment established pursuant to Article 26.2.1(b) of the CETA shall be responsible for the effective implementation of this Agreement.

3. Article 8.44 of the CETA shall apply to this Agreement, *mutatis mutandis*.

SECTION FOUR

FINAL PROVISIONS

ARTICLE 31

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

2. Where a Party submits information to the Committee on Services and Investment 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 32

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 have exchanged 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 agree on another date.

3. The notifications pursuant to paragraph 2 of this Article and paragraph 2 of Article 33 shall be sent to the General Secretariat of the Council of the European Union and to Global Affairs Canada, or their respective successors.

ARTICLE 33

Duration

1. This Agreement shall be valid indefinitely.

2. A Party may terminate this Agreement by written notification to the other Party. Such termination shall take effect on the first day of the second month following that notification.

3. This Agreement shall be terminated if the CETA, including the provisional application thereof, is terminated. Such termination shall take effect on the day of the termination of the CETA.

ARTICLE 34

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 35

Relations with other agreements

1. This Agreement shall be an integral part of the overall relations between the Union and its Member States, of the one part, and Canada, of the other part, as governed by the CETA, and shall form part of a common institutional framework.

2. Article 13.15 and Chapter 16 of the CETA cease to apply and are replaced by this Agreement.

3. Nothing in this Agreement requires the Parties to act in a manner inconsistent with their obligations under the WTO Agreement.

ARTICLE 36

No direct effect

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

2. A Party shall not provide for a right of action under its law against the other Party on the ground that a measure of the other Party is inconsistent with this Agreement.

ARTICLE 37

Territorial application

Unless otherwise specified, this Agreement shall apply:

(a) with respect to the Union, to the territories in which the Treaty on European Union and the Treaty on the Functioning of the European Union apply, under the conditions laid down in those Treaties; and

(b) with respect to Canada:

(i) the land territory, air space, internal waters, and territorial sea of Canada;

(ii) the exclusive economic zone of Canada, as determined by its domestic law, consistent with Part V of the *United Nations Convention on the Law of the Sea*, done at Montego Bay on 10 December 1982 ('UNCLOS'); and

(iii) the continental shelf of Canada, as determined by its domestic law, consistent with Part VI of UNCLOS.

ARTICLE 38

Authentic texts

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