**PACER Plus**

*Australian and New Zealand joint draft treaty text circulated prior to the
PACER Plus 8th Inter-sessional Meeting in Wellington, New Zealand (29 September-3 October 2014).*

***CHAPTER [...] FINAL PROVISIONS***

**Article 1: Annexes, Appendices and Footnotes**

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

**Article 2:Application**

 Each Party is fully responsible for the observance of all provisions in this Agreement and shall take such reasonable measures as may be available to it to ensure their observance by its regional and local governments and authorities and non-governmental bodies (in the exercise of governmental powers delegated to them) within its territory.

**Article 3: Relation to Other Agreements**

1. In respect of matters within the scope of this Agreement, each Party reaffirms its rights and obligations under other agreements to which one or more other Parties are party, including under the WTO Agreement in the case of a WTO Member.

2. Nothing in this Agreement shall be construed to derogate from any right or obligation a Party has under existing agreements to which one or more other Parties are party, including under the WTO Agreement in the case of a WTO Member. Notwithstanding the preceding sentence, the provisions of this Agreement, upon entry into force, shall, as between the Parties hereto, prevail over the provisions of the South Pacific Regional Trade and Economic Cooperation Agreement (SPARTECA).

3. In the event of any inconsistency between this Agreement and any other agreement to which two or more Parties are party, such Parties shall consult with a view to finding a mutually satisfactory solution, taking into account applicable principles of international law.

4. Nothing in this Agreement shall prevent any Party from entering into any agreement with one or more other Parties relating to trade in goods, trade in services, investment, and/or other areas of economic cooperation.

**Article 4: Amended or Successor International Agreements**

 If any international agreement, or a provision therein, referred to in this Agreement (or incorporated into this Agreement) is amended, the Parties shall consult on whether it is necessary to amend this Agreement, unless this Agreement provides otherwise.

**Article 5: Disclosure of Information**

 Unless otherwise provided in this Agreement, nothing in this Agreement shall be construed to require any Party to provide or allow access to information, the disclosure of which it considers would be contrary to the public interest as determined by its domestic law, be contrary to any of its legislation, impede law enforcement, or prejudice legitimate commercial interests of particular enterprises, public or private.

**Article 6: Confidentiality**

 Unless otherwise provided in this Agreement, where a Party provides information to another Party in accordance with this Agreement and designates the information as confidential, the other Party shall 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 to the extent that the Party receiving the information is required to provide the information under its domestic law.

**Article 7: Amendments**

 This Agreement may be amended by agreement in writing by the Parties and such amendments shall come into force on such date or dates as may be agreed among them.

**Article 8: Entry into Force**

1. This Agreement shall enter into force 60 days after the date on which Australia, New Zealand and no fewer than [...] other negotiating Parties have notified the Depositary in writing of the completion of their internal requirements[[1]](#footnote-2).

2. After this Agreement has entered into force in accordance with Paragraph 1, the Agreement shall enter into force for any other negotiating Parties 60 days after the date on which such negotiating Party has notified the Depositary in writing of the completion of its internal requirements.

**Article 9: Accession**

1. This Agreement is open to accession or association by a State, separate customs territory or self-governing entity as the Parties may agree.

2. An applicant for accession shall accept all of the provisions of this Agreement and its Annexes.

3. The applicant for accession shall enter into negotiations with the Parties on schedules of commitments [on tariffs [Chapter X], services [Chapter Y] and investment [Chapter Z]] on terms to be agreed between the Parties.

**Article 10: Withdrawal and Termination**

1. Any Party may withdraw from this Agreement by giving six months advance notice in writing to the other Parties.

2. This Agreement shall terminate if, pursuant to Paragraph 1:

1. Australia withdraws;
2. New Zealand withdraws; or
3. this Agreement is in force for less than […] other Members of the Pacific Islands Forum.

**Article 11: Depositary**

1. The [**XX]** shall be the depositary for this Agreement.

2. The [**XX]** shall:

1. register this Agreement pursuant to Article 102 of the Charter of the United Nations Charter;
2. transmit certified copies of this Agreement to all of the Parties
3. notify all of the Parties of signatures, acceptances, ratifications, accessions to, and withdrawals from, this Agreement.
1. For greater certainty, the term “internal requirements” may include obtaining governmental approval or parliamentary approval in accordance with domestic law. [↑](#footnote-ref-2)