

(参考)

(環太平洋パートナーシップに関する包括的
及び先進的な協定に関連して締結された
二国間の行政取極)
(英文)

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Kuala Lumpur, 8 March 2018

**His Excellency
Mr. Makio Miyagawa
Ambassador of Japan to Malaysia**

Excellency,

In connection with the signing on this date of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the Agreement), I have the honor to confirm the following agreement reached between representatives of the Government of Malaysia and the Government of Japan:

Nothing in Section D (Electronic Payment Card Services) of Annex 11-B (Specific Commitments) of the Agreement restricts the right of Malaysia to adopt or maintain measures that condition the cross-border supply of electronic payment services into Malaysia by a service supplier of another Party on a requirement that such electronic payment services are supplied through a payment system operated in Malaysia by an entity approved by Bank Negara Malaysia (hereinafter referred to as an 'approved operator of payment system in Malaysia').

Any such measure shall:

- (1) be applicable only to electronic payment services for payment card transactions made in Malaysia by using payment cards issued in Malaysia;
- (2) not be used as a means of avoiding Malaysia's obligations under Section D (Electronic Payment Card Services);
- (3) not result in creating a competitive disadvantage to any service suppliers of Malaysia and of another Party;
- (4) ensure the security, speed and reliability of the services, and preserve the ability of service suppliers of another Party to innovate; and
- (5) not impose unreasonable costs, directly or indirectly, on service suppliers of another Party.

If an approved operator of payment system in Malaysia and a supplier of another Party enter into an agreement or agreements for the processing of electronic payment transactions that set out standards for operation of that payment system, compliance with the terms of the agreement or agreements shall be deemed to satisfy Malaysia's obligations under paragraphs (3), (4) and (5) with respect to that supplier.

I have the honor to propose that this letter and your letter of confirmation in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement, which shall enter into force on the date of entry into force of the Agreement as between Malaysia and Japan.

Sincerely,

Mustapa Mohamed
Minister of International Trade and Industry
Malaysia

Kuala Lumpur, March 8, 2018

Excellency,

I am pleased to acknowledge your letter of March 8, 2018, which reads as follows:

"In connection with the signing on this date of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the Agreement), I have the honor to confirm the following agreement reached between representatives of the Government of Malaysia and the Government of Japan:

Nothing in Section D (Electronic Payment Card Services) of Annex 11-B (Specific Commitments) of the Agreement restricts the right of Malaysia to adopt or maintain measures that condition the cross-border supply of electronic payment services into Malaysia by a service supplier of another Party on a requirement that such electronic payment services are supplied through a payment system operated in Malaysia by an entity approved by Bank Negara Malaysia (hereinafter referred to as an 'approved operator of payment system in Malaysia').

Any such measure shall:

- (1) be applicable only to electronic payment services for payment card transactions made in Malaysia by using payment cards issued in Malaysia;
- (2) not be used as a means of avoiding Malaysia's obligations under Section D (Electronic Payment Card Services);
- (3) not result in creating a competitive disadvantage to any service suppliers of Malaysia and of another Party;

H.E. Mustapa Mohamed
Minister of International Trade and Industry
Malaysia

- (4) ensure the security, speed and reliability of the services, and preserve the ability of service suppliers of another Party to innovate; and
- (5) not impose unreasonable costs, directly or indirectly, on service suppliers of another Party.

If an approved operator of payment system in Malaysia and a supplier of another Party enter into an agreement or agreements for the processing of electronic payment transactions that set out standards for operation of that payment system, compliance with the terms of the agreement or agreements shall be deemed to satisfy Malaysia's obligations under paragraphs (3), (4) and (5) with respect to that supplier.

I have the honor to propose that this letter and your letter of confirmation in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement, which shall enter into force on the date of entry into force of the Agreement as between Malaysia and Japan."

I have the honor to confirm that my Government shares this understanding, and that your letter and this letter in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement, which shall enter into force on the date of entry into force of the Agreement as between Japan and Malaysia.

Makio Miyagawa
Ambassador of Japan to Malaysia

8 March 2018

His Excellency
Mr. Toshimitsu Motegi
Minister in charge
of Economic Revitalization
of Japan

Excellency,

In connection with the signing on this date of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the Agreement), I have the honour to confirm that the Government of the Socialist Republic of Viet Nam (“Viet Nam”) and the Government of Japan share understanding on electronic commerce as follows:

1. Both countries shall continue consultation on the cooperation for the implementation of the Cyber Security Law of Viet Nam or related legislation concerning cyber security with a view to ensuring consistency with the Agreement.
2. Notwithstanding paragraph 2 of Article 14.18 (Dispute Settlement), Japan shall refrain from seeking recourse to Chapter 28 (Dispute Settlement) with respect to measures adopted or maintained based on the Cyber Security Law of Viet Nam or related legislation concerning cyber security as the violation of the obligation based on Article 14.11 (Cross-Border Transfer of Information by Electronic Means) and Article 14.13 (Location of Computing Facilities) for a period of five years after the date of entry into force of the Agreement for Viet Nam.

I have further the honour to confirm, on behalf of the Government of Viet Nam, that my Government shares this understanding, and this letter and Your Excellency’s letter in reply shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement with respect to Viet Nam and Japan.

Yours sincerely,

Tran Tuan Anh
Minister of Industry and Trade
Socialist Republic of Viet Nam

Santiago, March 8, 2018

His Excellency
Mr. Tran Tuan Anh
Minister of Industry and Trade
Socialist Republic of Viet Nam

Excellency,

I have the honour to acknowledge receipt of Your Excellency's letter of today's date, which reads as follows:

"In connection with the signing on this date of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the Agreement), I have the honour to confirm that the Government of the Socialist Republic of Viet Nam ("Viet Nam") and the Government of Japan share understanding on electronic commerce as follows:

1. Both countries shall continue consultation on the cooperation for the implementation of the Cyber Security Law of Viet Nam or related legislation concerning cyber security with a view to ensuring consistency with the Agreement.

2. Notwithstanding paragraph 2 of Article 14.18 (Dispute Settlement), Japan shall refrain from seeking recourse to Chapter 28 (Dispute Settlement) with respect to measures adopted or maintained based on the Cyber Security Law of Viet Nam or related legislation concerning cyber security as the violation of the obligation based on Article 14.11 (Cross-Border Transfer of Information by Electronic Means) and Article 14.13 (Location of Computing Facilities) for a period of five years after the date of entry into force of the Agreement for Viet Nam.

I have further the honour to confirm, on behalf of the Government of Viet Nam, that my Government shares this understanding, and this letter and Your Excellency's letter in reply shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement with respect to Viet Nam and Japan."

I have further the honour to confirm that my Government shares this understanding and that Your Excellency's letter and this letter in reply shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership with respect to Japan and the Socialist Republic of Viet Nam.

Toshimitsu Motegi
Minister in charge of
Economic Revitalization of Japan

8 March 2018

His Excellency
Mr. Toshimitsu Motegi
Minister in charge
of Economic Revitalization
of Japan

Excellency,

In connection with the signing of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the Agreement) on this date, I have the honour to confirm that the Government of the Socialist Republic of Viet Nam (“Viet Nam”) and the Government of Japan share common understanding on relationship between Chapter 19 (Labour) and Chapter 28 (Dispute Settlement) as follows:

1. From the date of entry into force of the Agreement for Viet Nam, Viet Nam shall fully implement the obligations of Chapter 19 (Labour) of the Agreement.
2. If Japan seeks recourse to dispute settlement under Chapter 28 (Dispute Settlement) with respect to any measure that is inconsistent with the obligations of Chapter 19 (Labour), Japan shall refrain from seeking to suspend benefits stipulated in Article 28.20 (Non-Implementation – Compensation and Suspension of Benefits) for a period of three years after the date of entry into force of the Agreement for Viet Nam.
3. If Japan seeks recourse to dispute settlement under Chapter 28 (Dispute Settlement) with respect to any measure that is inconsistent with the obligations of paragraph 1(a) of Article 19.3 (Labour Rights), Japan shall refrain from seeking to suspend benefits stipulated in Article 28.20 (Non-Implementation – Compensation and Suspension of Benefits) for a period of five years after the date of entry into force of the Agreement for Viet Nam.
4. Pursuant to paragraph 2 of Article 19.12 (Labour Council), after the fifth anniversary and before the seventh anniversary of the date of entry into force of the Agreement for Viet Nam, any issues arising from paragraph 3 shall be reviewed in accordance with Article 19.12 (Labour Council). This is without prejudice to the rights and obligations of both Parties under the Agreement.

I have further the honour to propose that this letter and Your Excellency’s letter in reply confirming that your Government shares this understanding shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement with respect to Viet Nam and Japan.

Yours sincerely,

Tran Tuan Anh
Minister of Industry and Trade
Socialist Republic of Viet Nam

Santiago, March 8, 2018

His Excellency
Mr. Tran Tuan Anh
Minister of Industry and Trade
Socialist Republic of Viet Nam

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's letter of today's date, which reads as follows:

"In connection with the signing of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the Agreement) on this date, I have the honour to confirm that the Government of the Socialist Republic of Viet Nam ("Viet Nam") and the Government of Japan share common understanding on relationship between Chapter 19 (Labour) and Chapter 28 (Dispute Settlement) as follows:

1. From the date of entry into force of the Agreement for Viet Nam, Viet Nam shall fully implement the obligations of Chapter 19 (Labour) of the Agreement.

2. If Japan seeks recourse to dispute settlement under Chapter 28 (Dispute Settlement) with respect to any measure that is inconsistent with the obligations of Chapter 19 (Labour), Japan shall refrain from seeking to suspend benefits stipulated in Article 28.20 (Non-Implementation - Compensation and Suspension of Benefits) for a period of three years after the date of entry into force of the Agreement for Viet Nam.

3. If Japan seeks recourse to dispute settlement under Chapter 28 (Dispute Settlement) with respect to any measure that is inconsistent with the obligations of paragraph 1(a) of Article 19.3 (Labour Rights), Japan shall refrain from seeking to suspend benefits stipulated in Article 28.20 (Non-Implementation - Compensation and Suspension of Benefits) for a period of five years after the date of entry into force of the Agreement for Viet Nam.

4. Pursuant to paragraph 2 of Article 19.12 (Labour Council), after the fifth anniversary and before the seventh anniversary of the date of entry into force of the Agreement for Viet Nam, any issues arising from paragraph 3 shall be reviewed in accordance with Article 19.12 (Labour Council). This is without prejudice to the rights and obligations of both Parties under the Agreement.

I have further the honour to propose that this letter and Your Excellency's letter in reply confirming that your Government shares this understanding shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement with respect to Viet Nam and Japan."

I have further the honour to confirm that my Government shares this understanding and that Your Excellency's letter and this letter in reply shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership with respect to Japan and the Socialist Republic of Viet Nam.

Toshimitsu Motegi
Minister in charge of
Economic Revitalization of Japan

Santiago, 8 March 2018

His Excellency
Mr. Toshimitsu Motegi
Minister in charge of Economic Revitalization of Japan

Dear Minister,

In connection with the signing of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (the Agreement), I have the honour to confirm the following agreement reached by the Government of Canada and the Government of Japan:

Canada and Japan agree that, in continuing to give effect to the Agreement, notwithstanding the following language in Annex II – Canada – 16 and 17 – under the Cultural Industries Sector, first paragraph under the subheading “Description,” that states “except: (a) discriminatory requirements on service suppliers or investors to make financial contributions for Canadian content development; and (b) measures restricting the access to on-line foreign audio-visual content,” Canada may adopt or maintain discriminatory requirements on service suppliers or investors to make financial contributions for Canadian content development and may adopt or maintain measures that restrict access to on-line foreign audio-visual content.

I have the honour to propose that this letter, equally valid in English and French, and your letter in reply shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement as between Canada and Japan.

The Honourable François-Philippe Champagne
Minister of International Trade
Canada

Santiago, March 8, 2018

The Honourable François-Philippe Champagne
Minister of International Trade
Canada

Dear Minister,

I have the honour to acknowledge the receipt of your letter of March 8, 2018, which reads as follows:

"In connection with the signing of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (the Agreement), I have the honour to confirm the following agreement reached by the Government of Canada and the Government of Japan:

Canada and Japan agree that, in continuing to give effect to the Agreement, notwithstanding the following language in Annex II - Canada - 16 and 17 - under the Cultural Industries Sector, first paragraph under the subheading "Description," that states "except: (a) discriminatory requirements on service suppliers or investors to make financial contributions for Canadian content development; and (b) measures restricting the access to on-line foreign audio-visual content," Canada may adopt or maintain discriminatory requirements on service suppliers or investors to make financial contributions for Canadian content development and may adopt or maintain measures that restrict access to on-line foreign audio-visual content.

I have the honour to propose that this letter, equally valid in English and French, and your letter in reply shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement as between Canada and Japan."

I have further the honour to agree that your letter, equally valid in English and French, and this letter in reply shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement as between Japan and Canada.

Toshimitsu Motegi
Minister in charge of
Economic Revitalization of Japan

Santiago, March 8, 2018

Excellency,

In connection with the signing of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (Agreement), I have the honor to confirm the following understanding reached between representatives of the Government of Japan and the Government of Australia regarding the operation of the Simultaneous Buy-Sell (SBS) mechanism for Japan's country-specific tariff-rate quota under the Agreement for rice from Australia (AU-CSQ), which is provided for in CSQ-JP2 of Appendix A (Tariff Rate Quotas of Japan) to the Tariff Schedule of Japan to Annex 2-D (Tariff Commitments) to Chapter 2 (National Treatment and Market Access for Goods) of the Agreement. The SBS mechanism for the AU-CSQ shall be administered by the Ministry of Agriculture, Forestry and Fisheries of Japan (MAFF), or its successor, in accordance with applicable laws and regulations of Japan to the extent those laws and regulations are consistent with the international obligations that apply between Japan and Australia, including those under the Agreement and this letter and your letter of confirmation in reply.

I. 1. In the absence of an exceptional circumstance, MAFF, or its successor, shall conduct six tenders each Japanese Fiscal Year (JFY) for importation of rice under the AU-CSQ.

2. MAFF, or its successor, shall, by April 10 of each JFY, publish on an official government website and notify to Australia the annual schedule for SBS tenders for importation of rice under the AU-CSQ.

3. In the absence of an exceptional circumstance, MAFF, or its successor, shall conduct the first tender of each JFY for importation of rice under the AU-CSQ during the second month of the JFY, and shall conduct a subsequent tender once every two months thereafter throughout the JFY.

The Honourable Steven Ciobo MP
Minister for Trade, Tourism and Investment
Australia

4. Japan shall immediately notify Australia of any exceptional circumstance that Japan believes warrants a deviation from the schedule set forth in paragraphs 1 and 3.

II. 1. Any entity which is registered in Japan and has sufficient capacity to import rice shall be eligible to sell rice through any SBS tender.

2. Any of the following, which have sufficient capacity to handle rice, shall be eligible to purchase rice through any SBS tender:

(a) a rice distributor (including any wholesaler or retailer);

(b) a processor or manufacturer of any product containing rice; or

(c) a participant in the food service industry.

III. Japan shall set a maximum purchase price only for each of the following three types of rice: short-grain rice, medium-grain rice and long-grain rice.¹ Japan shall set each maximum purchase price at a level that reflects conditions in the international market for that type of rice, including the free on board (FOB) price at ports in Australia, freight costs, and exchange rates. At the time that it notifies its annual schedule of SBS tenders, MAFF, or its successor, shall publish on the official government website referred to in paragraph I.2 all data elements and figures it used for the assessment of the international market price.

IV. During each JFY, Japan shall not change the level of minimum import mark-up in SBS tenders. In improving the SBS tender system, Japan shall give due consideration to the level of minimum import mark-up in order to facilitate its smooth operation.

¹ For greater certainty, Japan shall not set a maximum purchase price for any variety or subtype of rice, except that it may set a separate maximum purchase price for the brown and milled varieties of short-grain rice, medium-grain rice and long-grain rice.

V. Japan shall not set the percentage of broken rice in any tender under the AU-CSQ at greater than seven per cent of the total quantity of the tender.

VI. Japan shall not solicit or accept bids for the sale to MAFF, or its successor, of rice under the AU-CSQ in quantities of less than 17 metric tons.

VII. MAFF, or its successor, shall publish on the official government website referred to in paragraph I.2 the following information for each of two subtypes (brown and milled) of each type of rice (short-grain rice, medium-grain rice and long-grain rice) immediately after the results of each tender become final:

- (a) number of bids submitted and the total quantity represented by those bids;

- (b) number of successful bids and the total quantity represented by those bids;

- (c) weighted average purchase price paid by MAFF, or its successor, pursuant to bids that were successful;

- (d) highest and lowest purchase prices paid by MAFF, or its successor, pursuant to bids that were successful; and

- (e) weighted average purchase price paid to MAFF, or its successor, pursuant to bids that were successful.

VIII. If successful bids do not fill the scheduled quantity in any tender, MAFF, or its successor, shall conduct another round of that tender on the following day.

IX. Japan shall allow the rice sold to MAFF, or its successor, through the tender to:

- (a) depart from the port of exportation at any time within eleven months after the date of the tender award; and

- (b) be delivered to users at any time within twelve months after the date of the tender award.

X. 1. Japan and Australia shall discuss the operation of the AU-CSQ following the first three tenders of each JFY. During any such discussion, Japan and Australia shall examine the fill rates of the Rice 1² and Rice 2³ components of the AU-CSQ and the proportion of each tender that Japan allots to each such component, and MAFF, or its successor, shall make adjustments, as mutually agreed by Japan and Australia, to the proportion of future tenders allotted to each such component.

2. If the average fill rate falls below 90 per cent for the first three tenders of any JFY:

(a) MAFF, or its successor, shall make available all of the remaining unallocated volume of the AU-CSQ in the fourth tender and in all subsequent tenders in the JFY, until the AU-CSQ volume is fully allocated.

(b) MAFF, or its successor, shall undertake temporary adjustments, as agreed by Japan and Australia, and which shall include adjustments to some or all of the following:

- (i) the number and frequency of tenders;
- (ii) the ratio of broken rice to unbroken rice in the future tenders;
- (iii) maximum purchase price; and
- (iv) the time period in which rice sold under tenders may be shipped.

3. Japan and Australia shall consult on an annual basis to review the operation of MAFF's or its successor's SBS tendering process as applied to the AU-CSQ. During this consultation, if any temporary adjustment listed in paragraph X.2(b) is in place, Japan and Australia shall consider whether to continue it into the next JFY.

² HS Codes: 110290.310, 110319.510, 110320.350, 110419.250, 110429.250, 190120.122, 190120.162, 190190.142, 190190.587, 190410.211, 190420.211, 190490.120 and 210690.517.

³ HS Codes: 100610.010, 100620.010, 100630.010 and 100640.010.

4. If the AU-CSQ volume is not fully utilized in two out of any three consecutive JFYs, MAFF, or its successor, shall make such modifications to the AU-CSQ as are necessary to achieve full utilization of the AU-CSQ, including:

(a) immediate, temporary reduction, for the entirety of the following JFY, of the minimum import mark-up by 15 per cent from its established base level; and

(b) such other steps as Japan and Australia agree.

I have the honor to propose that this letter and your letter of confirmation in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement, which shall enter into force on the date of entry into force of the Agreement with respect to Japan and Australia.

Toshimitsu Motegi
Minister in charge of
Economic Revitalization of Japan

Santiago, 8 March 2018

His Excellency
Mr. Toshimitsu Motegi
Minister in charge of Economic Revitalization of Japan

Excellency,

I have the honour to acknowledge receipt of your letter of 8 March 2018, which reads as follows:

"In connection with the signing of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (Agreement), I have the honor to confirm the following understanding reached between representatives of the Government of Japan and the Government of Australia regarding the operation of the Simultaneous Buy-Sell (SBS) mechanism for Japan's country-specific tariff-rate quota under the Agreement for rice from Australia (AU-CSQ), which is provided for in CSQ-JP2 of Appendix A (Tariff Rate Quotas of Japan) to the Tariff Schedule of Japan to Annex 2-D (Tariff Commitments) to Chapter 2 (National Treatment and Market Access for Goods) of the Agreement. The SBS mechanism for the AU-CSQ shall be administered by the Ministry of Agriculture, Forestry and Fisheries of Japan (MAFF), or its successor, in accordance with applicable laws and regulations of Japan to the extent those laws and regulations are consistent with the international obligations that apply between Japan and Australia, including those under the Agreement and this letter and your letter of confirmation in reply.

I. 1. In the absence of an exceptional circumstance, MAFF, or its successor, shall conduct six tenders each Japanese Fiscal Year (JFY) for importation of rice under the AU-CSQ.

2. MAFF, or its successor, shall, by April 10 of each JFY, publish on an official government website and notify to Australia the annual schedule for SBS tenders for importation of rice under the AU-CSQ.

3. In the absence of an exceptional circumstance, MAFF, or its successor, shall conduct the first tender of each JFY for importation of rice under the AU-CSQ during the second month of the JFY, and shall conduct a subsequent tender once every two months thereafter throughout the JFY.

4. Japan shall immediately notify Australia of any exceptional circumstance that Japan believes warrants a deviation from the schedule set forth in paragraphs 1 and 3.

II. 1. Any entity which is registered in Japan and has sufficient capacity to import rice shall be eligible to sell rice through any SBS tender.

2. Any of the following, which have sufficient capacity to handle rice, shall be eligible to purchase rice through any SBS tender:

- (a) a rice distributor (including any wholesaler or retailer);
- (b) a processor or manufacturer of any product containing rice; or
- (c) a participant in the food service industry.

III. Japan shall set a maximum purchase price only for each of the following three types of rice: short-grain rice, medium-grain rice and long-grain rice.¹ Japan shall set each maximum purchase price at a level that reflects conditions in the international market for that type of rice, including the free on board (FOB) price at ports in Australia, freight costs, and exchange rates. At the time that it notifies its annual schedule of SBS tenders, MAFF, or its successor, shall publish on the official government website referred to in paragraph I.2 all data elements and figures it used for the assessment of the international market price.

IV. During each JFY, Japan shall not change the level of minimum import mark-up in SBS tenders. In improving the SBS tender system, Japan shall give due consideration to the level of minimum import mark-up in order to facilitate its smooth operation.

V. Japan shall not set the percentage of broken rice in any tender under the AU-CSQ at greater than seven per cent of the total quantity of the tender.

VI. Japan shall not solicit or accept bids for the sale to MAFF, or its successor, of rice under the AU-CSQ in quantities of less than 17 metric tons.

VII. MAFF, or its successor, shall publish on the official government website referred to in paragraph I.2 the following information for each of two subtypes (brown and milled) of each type of rice (short-grain rice, medium-grain rice and long-grain rice) immediately after the results of each tender become final:

- (a) number of bids submitted and the total quantity represented by those bids;
- (b) number of successful bids and the total quantity represented by those bids;
- (c) weighted average purchase price paid by MAFF, or its successor, pursuant to bids that were successful;

¹ For greater certainty, Japan shall not set a maximum purchase price for any variety or subtype of rice, except that it may set a separate maximum purchase price for the brown and milled varieties of short-grain rice, medium-grain rice and long-grain rice.

(d) highest and lowest purchase prices paid by MAFF, or its successor, pursuant to bids that were successful; and

(e) weighted average purchase price paid to MAFF, or its successor, pursuant to bids that were successful.

VIII. If successful bids do not fill the scheduled quantity in any tender, MAFF, or its successor, shall conduct another round of that tender on the following day.

IX. Japan shall allow the rice sold to MAFF, or its successor, through the tender to:

(a) depart from the port of exportation at any time within eleven months after the date of the tender award; and

(b) be delivered to users at any time within twelve months after the date of the tender award.

X. 1. Japan and Australia shall discuss the operation of the AU-CSQ following the first three tenders of each JFY. During any such discussion, Japan and Australia shall examine the fill rates of the Rice 1² and Rice 2³ components of the AU-CSQ and the proportion of each tender that Japan allots to each such component, and MAFF, or its successor, shall make adjustments, as mutually agreed by Japan and Australia, to the proportion of future tenders allotted to each such component.

2. If the average fill rate falls below 90 per cent for the first three tenders of any JFY:

(a) MAFF, or its successor, shall make available all of the remaining unallocated volume of the AU-CSQ in the fourth tender and in all subsequent tenders in the JFY, until the AU-CSQ volume is fully allocated.

(b) MAFF, or its successor, shall undertake temporary adjustments, as agreed by Japan and Australia, and which shall include adjustments to some or all of the following:

- (i) the number and frequency of tenders;
- (ii) the ratio of broken rice to unbroken rice in the future tenders;
- (iii) maximum purchase price; and
- (iv) the time period in which rice sold under tenders may be shipped.

3. Japan and Australia shall consult on an annual basis to review the operation of MAFF's or its successor's SBS tendering process as applied to the AU-CSQ. During this consultation, if any temporary adjustment listed in paragraph X.2(b) is in place, Japan and Australia shall consider whether to continue it into the next JFY.

² HS Codes: 110290.310, 110319.510, 110320.350, 110419.250, 110429.250, 190120.122, 190120.162, 190190.142, 190190.587, 190410.211, 190420.211, 190490.120 and 210690.517.

³ HS Codes: 100610.010, 100620.010, 100630.010 and 100640.010.

4. If the AU-CSQ volume is not fully utilized in two out of any three consecutive JFYs, MAFF, or its successor, shall make such modifications to the AU-CSQ as are necessary to achieve full utilization of the AU-CSQ, including:

- (a) immediate, temporary reduction, for the entirety of the following JFY, of the minimum import mark-up by 15 per cent from its established base level; and
- (b) such other steps as Japan and Australia agree.

I have the honor to propose that this letter and your letter of confirmation in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement, which shall enter into force on the date of entry into force of the Agreement with respect to Japan and Australia."

I have the further honour to confirm that my Government shares this understanding and to agree that your letter and this letter in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (Agreement), which shall enter into force on the date of entry into force of the Agreement with respect to Australia and Japan.

Yours sincerely

Steven Ciobo

Santiago, 8 March 2018

His Excellency
Mr. Toshimitsu Motegi
Minister in charge of Economic Revitalization of Japan

Dear Minister,

In connection with the signing of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (Agreement), I have the honour to confirm the following understanding reached by the Government of Canada and the Government of Japan during the course of negotiations regarding trade in forest products.

Canada and Japan agree to the creation of, among others, a Bilateral Forestry Committee on Forest Products, which will undertake to review the necessity of safeguard mechanisms in the trade of forest products during the fifth calendar year after the date of entry into force of the Agreement for Canada and Japan, and as a standing agenda item in each subsequent calendar year thereafter. The Committee will also undertake to review the understandings between the Governments of Canada and Japan as described below. Either Canada or Japan may raise a matter relating to the understandings set out in this letter to the Committee, and the Committee shall seek to resolve that matter. Either Canada or Japan with whom the matter is raised shall accord sympathetic consideration to the position of the other side.

In the context of liberalized trade for forest products, upon implementation of the Agreement, notwithstanding the exception for the export of logs of all species from the application of Articles 2.3 (National Treatment) and Article 2.10 (Import and Export Restrictions) in Chapter 2 (National Treatment and Market Access for Goods) of the Agreement, the Government of Canada shall issue permits upon request for the export of logs destined for Japan following the procedures set out in the *Export and Import Permits Act* and its applicable notices and regulations and provincial and territorial laws and regulations.

For greater certainty, Canada and Japan confirm that nothing in this letter shall have any other implications with respect to Canada's existing practices and procedures relating to its existing measures concerning the export of logs of all species. In respect of the export of logs, Canada and Japan maintain their rights and obligations under the WTO Agreement, and any dispute regarding a matter relating to the export of logs shall be settled under the WTO.

I have the further honour to propose that this letter, equally valid in French and English, and your letter of confirmation in reply shall constitute an understanding between our two Governments on the application between Canada and Japan of rights and obligations contained in the Agreement, which shall enter into force on the date on which the Agreement enters into force for Canada and Japan.

The Honourable François-Philippe Champagne
Minister of International Trade Canada

Santiago, March 8, 2018

The Honourable François-Philippe Champagne
Minister of International Trade
Canada

Dear Minister,

I have the honour to acknowledge the receipt of your letter of March 8, 2018, which reads as follows:

"In connection with the signing of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (Agreement), I have the honour to confirm the following understanding reached by the Government of Canada and the Government of Japan during the course of negotiations regarding trade in forest products.

Canada and Japan agree to the creation of, among others, a Bilateral Forestry Committee on Forest Products, which will undertake to review the necessity of safeguard mechanisms in the trade of forest products during the fifth calendar year after the date of entry into force of the Agreement for Canada and Japan, and as a standing agenda item in each subsequent calendar year thereafter. The Committee will also undertake to review the understandings between the Governments of Canada and Japan as described below. Either Canada or Japan may raise a matter relating to the understandings set out in this letter to the Committee, and the Committee shall seek to resolve that matter. Either Canada or Japan with whom the matter is raised shall accord sympathetic consideration to the position of the other side.

In the context of liberalized trade for forest products, upon implementation of the Agreement, notwithstanding the exception for the export of logs of all species from the application of Articles 2.3 (National Treatment) and Article 2.10 (Import and Export Restrictions) in Chapter 2 (National Treatment and Market Access for Goods) of the Agreement, the Government of Canada shall issue permits upon request for the export of logs destined for Japan following the procedures set out in the *Export and Import Permits Act* and its applicable notices and regulations and provincial and territorial laws and regulations.

For greater certainty, Canada and Japan confirm that nothing in this letter shall have any other implications with respect to Canada's existing practices and procedures relating to its existing measures concerning the export of logs of all species. In respect of the export of logs, Canada and Japan maintain their rights and obligations under the WTO Agreement, and any dispute regarding a matter relating to the export of logs shall be settled under the WTO.

I have the further honour to propose that this letter, equally valid in French and English, and your letter of confirmation in reply shall constitute an understanding between our two Governments on the application between Canada and Japan of rights and obligations contained in the Agreement, which shall enter into force on the date on which the Agreement enters into force for Canada and Japan."

I have further the honour to confirm that my Government shares this understanding and to agree that your letter, equally valid in English and French, and this letter in reply shall constitute an understanding between our two Governments on the application between Japan and Canada of rights and obligations contained in the Agreement, which shall enter into force on the date on which the Agreement enters into force for Japan and Canada.

Toshimitsu Motegi
Minister in charge of
Economic Revitalization of Japan

8 March 2018

His Excellency
Mr. Toshimitsu Motegi
Minister in charge
of Economic Revitalization
of Japan

Excellency,

In connection with the signing on this date of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the Agreement), I have the honour to confirm the following agreement reached between representatives of the Government of the Socialist Republic of Viet Nam (Viet Nam) and the Government of Japan:

Nothing in Section D (Electronic Payment Card Services) of Annex 11-B (Specific Commitments) of the Agreement restricts the right of Viet Nam to adopt or maintain measures that condition the cross-border supply of electronic payment services into Viet Nam by a service supplier of another Party on a requirement that such electronic payment services are processed through a national switching facility licensed by the State Bank of Viet Nam, and that facility is positioned between such supplier and financial institutions¹/payment intermediaries in Viet Nam. Any such requirement shall:

(1) not be used as a means of avoiding Viet Nam's obligations under Section D (Electronic Payment Card Services);

(2) not result in a competitive disadvantage to the service suppliers of another Party;

(3) ensure the security, speed and reliability of the services, and preserve the ability of service suppliers of another Party to innovate, and

(4) not impose unreasonable costs, directly or indirectly, on service suppliers of another Party.

If the national switching facility of Viet Nam and a supplier of another Party enter into an agreement or agreements for the processing of electronic payment transactions that set out standards for operation of that facility, compliance with the terms of the agreement or agreements shall be deemed to satisfy Viet Nam's obligations under paragraphs (2), (3) and (4) with respect to that supplier.

I have the honour to propose that this letter and your letter of confirmation in reply

¹

For the purpose of this letter, financial institutions include foreign bank branches in Viet Nam.

shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement as modified by Article 11.21 (Dispute Settlement) of Chapter 11 (Financial Services) of the Agreement, which shall enter into force on the date of entry into force of the Agreement as between Viet Nam and Japan.

Yours sincerely,

Tran Tuan Anh
Minister of Industry and Trade
Socialist Republic of Viet Nam

Santiago, March 8, 2018

His Excellency
Mr. Tran Tuan Anh
Minister of Industry and Trade
Socialist Republic of Viet Nam

Excellency,

I am pleased to acknowledge your letter of March 8, 2018, which reads as follows:

"In connection with the signing on this date of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the Agreement), I have the honour to confirm the following agreement reached between representatives of the Government of the Socialist Republic of Viet Nam (Viet Nam) and the Government of Japan:

Nothing in Section D (Electronic Payment Card Services) of Annex 11-B (Specific Commitments) of the Agreement restricts the right of Viet Nam to adopt or maintain measures that condition the cross-border supply of electronic payment services into Viet Nam by a service supplier of another Party on a requirement that such electronic payment services are processed through a national switching facility licensed by the State Bank of Viet Nam, and that facility is positioned between such supplier and financial institutions¹/payment intermediaries in Viet Nam. Any such requirement shall:

(1) not be used as a means of avoiding Viet Nam's obligations under Section D (Electronic Payment Card Services);

(2) not result in a competitive disadvantage to the service suppliers of another Party;

(3) ensure the security, speed and reliability of the services, and preserve the ability of service suppliers of another Party to innovate, and

(4) not impose unreasonable costs, directly or indirectly, on service suppliers of another Party.

¹ For the purpose of this letter, financial institutions include foreign bank branches in Viet Nam.

If the national switching facility of Viet Nam and a supplier of another Party enter into an agreement or agreements for the processing of electronic payment transactions that set out standards for operation of that facility, compliance with the terms of the agreement or agreements shall be deemed to satisfy Viet Nam's obligations under paragraphs (2), (3) and (4) with respect to that supplier.

I have the honour to propose that this letter and your letter of confirmation in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement as modified by Article 11.21 (Dispute Settlement) of Chapter 11 (Financial Services) of the Agreement, which shall enter into force on the date of entry into force of the Agreement as between Viet Nam and Japan."

I have the honour to confirm that my Government shares this understanding, and that your letter and this letter in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement as modified by Article 11.21 (Dispute Settlement) of Chapter 11 (Financial Services) of the Agreement, which shall enter into force on the date of entry into force of the Agreement as between Japan and Viet Nam.

Toshimitsu Motegi
Minister in charge of
Economic Revitalization of Japan

March 8, 2018

Dear Minister,

I am pleased to inform you of the following on the occasion of the signature of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (the Agreement):

I confirm that Canada is not and will not be discriminated against in the application of Japan's non-tariff measures on motor vehicles. To this end, Japan will accord to Canada treatment that is no less favourable than that accorded to a third country under any technical regulations, standards or conformity assessment procedures related to motor vehicle safety and emissions adopted or applied by Japan.

In recognition of the above, I confirm the following in accordance with the relevant laws and regulations of Japan:

- imports of motor vehicle manufactured in Canada certified under Japan's Preferential Handling Procedure (PHP) will benefit from streamlined noise and emissions testing procedures; and
- the PHP will be adopted and applied in a manner that does not preclude motor vehicles manufactured in Canada certified under the PHP from eligibility for any government financial incentives with respect to motor vehicles.

Furthermore, where the Ministry of Land, Infrastructure, Transport and Tourism finds the Federal Motor Vehicle Safety Standards of the United States (U.S. FMVSS) to be no less stringent than corresponding Japanese regulations, motor vehicles manufactured in Canada which comply with these U.S. FMVSS will be deemed to comply with the Japanese regulations to which it corresponds.

Where applicable, the arrangements described above are set out in more detail in the fact sheet attached to this letter. I have the honour to confirm our decision to implement the arrangements described in this letter and the fact sheet attached to this letter no later than the date of the entry into force of the Agreement for the two countries.

Going forward, Japan will work jointly with Canada to encourage and promote greater international harmonization of technical requirements for motor vehicles through multilateral fora, such as the 1998 Agreement Concerning the Establishment of Global Technical Regulations as administered by the United Nations Economic Commission for Europe (UNECE) World Forum for Harmonization of Vehicle Regulations (WP.29), as well as through cooperation in the planning of initiatives in support of such activities.

Finally, I confirm that Japan and Canada will cooperate on developing an enforceable dispute settlement mechanism applicable to the implementation of the arrangements detailed above and in the fact sheet attached. Japan and Canada will establish this mechanism by the date of ratification of the Agreement by Japan and Canada.

I trust that with these assurances we share the intention with Canada to accelerate our respective legal procedures towards entry into force of the Agreement as soon as practical.

Yours sincerely,

Toshimitsu Motegi
Minister in charge of
Economic Revitalization of Japan

The Honourable François-Philippe Champagne
Minister of International Trade
Canada

Appendix

Fact Sheet on Automotive Technical Regulations and Standards

1. Preferential Handling Procedure Certification and Requirements:

Japan will provide that the frequency of required sampling tests for compliance with exhaust emissions and noise emissions requirements be reduced for a type of motor vehicles imported into Japan under the Preferential Handling Procedure (PHP). The testing ratios for such a type of vehicle will be no more frequent than as follows:

(a) For exhaust emissions requirements, the sampling test frequency will be reduced from the current requirement of one unit per 50 units for the first 300 units, and then one unit per 100 units thereafter, to the following:

(i) In cases where performance significantly exceeds the applicable requirements in each prior sampling test, one unit per 100 units for the first 1,200 units, then reduced to one unit per 200 units for the next 1,800 units, and then reduced to one unit per 300 units thereafter.

(ii) In all other cases, where performance meets (but does not significantly exceed) the applicable requirements in each prior sampling test, one unit per 50 units for the first 300 units, then reduced to one unit per 100 units for the next 2,700 units, and then reduced to one unit per 200 units thereafter.

(b) For noise emissions requirements, the sampling test frequency will be reduced from the current requirement of one unit per 300 units to the following: where performance meets the applicable requirements in each prior sampling test, one unit per 300 units for the first 1,200 units, then reduced to one unit per 600 units for the next 1,800 units, and then reduced to one unit per 900 units thereafter.

2. Preferential Handling Procedure Financial Incentives

Japan will ensure that the PHP and its relevant regulations are adopted and applied in a manner that does not preclude the eligibility of motor vehicles imported under PHP (PHP vehicles) for any financial incentive measures of central government bodies¹ with respect to motor vehicles.² The term “any financial incentive measures” includes, but is not limited to, tax incentive measures of central government bodies. To fulfill this commitment, Japan is planning to amend relevant ministerial ordinance and notification of the Energy Conservation Act to make PHP vehicles applicable to the current tax incentive measures of central government bodies.

Currently, the fuel efficiency standards and efficiency disclosure requirements under the Energy Conservation Act³ do not apply to PHP vehicles. With no fundamental shift in the relevant factors at this time which may result in the application of the aforementioned standards and requirements under the Act to PHP vehicles, there is no plan to change the

¹ A financial incentive measure of a central government body includes such a measure that is implemented by other entities, including local government bodies.

² This paragraph does not apply with respect to motor vehicles for which documents for the Preferential Handling Procedure are received by the relevant authority prior to the date of entry into force of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership with respect to Japan and Canada.

³ The purpose of the Energy Conservation Act is to take necessary measures required for the rational use of energy, in order to contribute to securing the effective utilization of fuel resources according to the economic and social circumstances concerning energy in and outside Japan.

current treatment provided to PHP vehicles under the Act and the current treatment will continue for the foreseeable future.

When implementing a financial incentive measure, Japan may apply requirements for motor vehicles, including PHP vehicles, necessary to determine whether a motor vehicle satisfies the criteria of that financial incentive measure.

3. Standards

With respect to requirements of a safety regulation under the Road Vehicle Law (Law No. 185 of 1951) of Japan (Road Vehicle Law) that the competent authority of Japan, the Ministry of Land, Infrastructure, Transport and Tourism, identified as of April 1, 2015,⁴ if the competent authority of Japan finds that a requirement of the Federal Motor Vehicle Safety Standards of the United States (U.S. FMVSS) is no less stringent than the requirement under the Road Vehicle Law to which it corresponds, motor vehicles manufactured in Canada classified under heading 87.03 that comply with such a requirement of the U.S. FMVSS will be deemed to comply with that requirement under the Road Vehicle Law. Such treatment will apply unless that requirement under the Road Vehicle Law is modified and, as modified, is substantially more stringent than previously.⁵ In that event, Japan will continue to provide such treatment for a period that is usually not less than 12 months after the date on which the requirement under the Road Vehicle Law is modified.

With respect to requirements of a safety regulation under the Road Vehicle Law of Japan, the following are the requirements provided under the U.S. FMVSS which the competent authority of Japan found no less stringent than those corresponding requirements provided under the Road Vehicle Law, as of April 1, 2015.

1. Full-wrap frontal collision (FMVSS 208)
2. Rear-end collision (FMVSS 301)
3. Flammability of Interior Materials (FMVSS 302)
4. Registration Plate Lamps (FMVSS 108)
5. Inside Rear-View Mirror Impact Absorption (FMVSS 111)
6. Windshield Wiping and Washing Systems for Passenger cars, etc. (FMVSS 104)
7. Windshield Defrosting and Defogging Systems (FMVSS 103)

⁴ The requirements of a safety regulation under the Road Vehicle Law that the competent authority of Japan identified as of April 1, 2015, for the purposes of this section are those not based on a regulation adopted under the Agreement concerning the Adoption of Uniform Technical Prescriptions for Wheeled Vehicles, Equipment and Parts which can be fitted and/or be used on Wheeled Vehicles and the Conditions for Reciprocal Recognition of Approvals Granted on the Basis of these Prescriptions (UN Regulation), a regulation established under the 1998 Agreement (GTR) or a U.S. FMVSS.

⁵ With respect to any subsequent modifications to those requirements under the Road Vehicle Law that the competent authority of Japan identified as of April 1, 2015, Japan will consider whether the requirement, as modified, is based on a UN Regulation or GTR and substantially more stringent than the previous requirement as a result.