

Annex 1

Elimination of Import Customs Duties

Introductory notes

The tariff elimination schedule⁵ in this Annex contains the following five columns:

- (a) **“Code”**: the code used in the nomenclature of the Harmonized System 2002.
- (b) **“Description”**: description of the product falling under the heading.
- (c) **“Base Rate”**: the basic import customs duty rate from which the tariff elimination program starts.
- (d) **“Category”**: the category under which the product concerned falls for the purposes of tariff elimination. >
- (e) **“Observation”**: additional information if it corresponds.

Section 1

Import Customs Duties on Imports Originating in China

The categories which are applicable to imports into Chile from China are the following:

1) **“Year 1”**: import customs duties shall be eliminated entirely and such goods shall be duty-free on the date this Agreement enters into force. The margin of preference is as follows:

Category	Entry into force
Year 1	100%

2) **“Year 5”**: import customs duties shall be removed in five equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective from January 1st of year five. Each year's margin of preference is as follows:

Category	Entry into force	01.01.07	01.01.08	01.01.09	01.01.10
Year 5	20%	40%	60%	80%	100%

3) **“Year 10”**: import customs duties shall be removed in ten equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1st of year ten. Each year's margin of preference is as follows:

Category	Entry into force	01.01.07	01.01.08	01.01.09	01.01.10	01.01.11	01.01.12	01.01.13	01.01.14	01.01.15
Year 10	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%

4) **“EXCL”**: these products are not subject to tariff elimination.

Schedule of Chile 

Section 2

Import Customs Duties on Imports Originating in Chile

The categories which are applicable to imports into China from Chile are the following:

1) **"Year 1"**: import customs duties shall be eliminated entirely and such goods shall be duty-free on the date this Agreement enters into force. The margin of preference is as follows:

Category	Entry into force
Year 1	100%

2) **"Year 2"**: import customs duties shall be removed in two equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1st of year two. Each year's margin of preference is as follows:

Category	Entry into force	01.01.07
Year 2	50%	100%

3) **"Year 5"**: import customs duties shall be removed in five equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1st of year five. Each year's margin of preference is as follows:

Category	Entry into force	01.01.07	01.01.08	01.01.09	01.01.10
Year 5	20%	40%	60%	80%	100%

4) **"Year 10"**: import customs duties shall be removed in ten equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1st of year ten. Each year's margin of preference is as follows:

Category	Entry into force	01.01.07	01.01.08	01.01.09	01.01.10	01.01.11	01.01.12	01.01.13	01.01.14	01.01.15
Year 10	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%

5) **"EXCL"**: These products are not subject to tariff elimination.

[Schedule of China](#) 

Annex 2A

List of Geographical Indications in China

Shaoxing Wine

Anxi Tieguanyin (tea)

Annex 2B

List of Geographical Indications in Chile

Chilean Pisco

Annex 3

Product Specific Rules

Change of Chapter	Change of Heading	50% RVC	50% RVC	50% RVC	50% RVC	50% RVC
Chapter 1	Chapter 17	Chapter 20	30.02	40.06	69.07	85.09
Chapter 2	Chapter 18	Chapter 21	30.03	40.07	69.08	85.16
Chapter 3	Chapter 19	Chapter 23	30.04	40.08	69.09	85.44
Chapter 4		Chapter 24	30.05	4009.11	69.10	87.02
Chapter 5		Chapter 25	30.06	4009.12	69.11	87.04
Chapter 6		Chapter 26	31.02	4009.22	69.12	87.07
Chapter 7		28.01	31.03	4010.11	69.13	87.08
Chapter 8		28.04	31.04	4010.12	69.14	87.12
Chapter 9		28.06	31.05	4010.13	70.05	89.01
Chapter 10		28.08	Chapter 32	4010.19	70.06	89.02
Chapter 11		28.09	33.02	4010.31	70.07	89.04
Chapter 12		28.10	33.03	4010.32	70.08	92.01
Chapter 13		28.11	33.04	4011.10	70.09	92.02
Chapter 14		28.12	33.05	4011.99	70.10	92.04
Chapter 15		28.15	33.06	40.12	70.11	92.07
Chapter 16		28.17	33.07	4013.10	70.13	Chapter 93
Chapter 22		28.18	Chapter 34	40.15	72.08	Chapter 94
		28.19	Chapter 35	4016.93	72.09	95.01
		28.20	36.01	4016.95	72.10	95.02
	28.21	36.02	Chapter 44	72.13	95.03	
		28.22	36.03	Chapter 48	72.14	95.06
		28.25	36.05	Chapter 49	72.16	
		28.26	39.01	Chapter 51	72.17	
		28.27	39.02	52.04	72.28	
		28.28	39.03	52.05	72.29	
		28.29	39.04	52.06	73.06	
		28.30	39.05	52.07	73.12	
		28.33	39.06	52.08	73.13	
		28.34	39.07	52.09	73.14	
		28.35	39.08	52.10	73.17	
		28.36	39.09	52.11	73.18	
		28.39	39.10	52.12	73.20	
		28.40	39.11	53.01	73.21	
		28.41	39.12	53.06	74.08	
		28.47	39.13	53.09	74.09	
		28.48	39.14	53.11	74.12	
		29.01	39.15	Chapter 54	74.13	
		29.05	39.16	Chapter 55	74.15	
		29.08	39.17	Chapter 56	74.19	
		29.15	3920.10	Chapter 57	76.04	
		29.16	3920.20	Chapter 58	76.08	

		29.17	3920.43	Chapter 59	76.10	
		29.18	3920.59	Chapter 60	83.02	
		29.21	3920.92	Chapter 61	83.08	
		29.30	3921.12	Chapter 62	83.11	
		29.33	3921.13	Chapter 63	84.18	
		29.36	3921.90	Chapter 64	84.19	
		29.37	39.22	69.05	84.21	
		29.41	3923.21		84.24	
		29.42	3923,29		84.26	
			3923.30		84.29	
					84.31	
					84.50	
					84.51	
					84.74	
					84.81	

Annex 4

Certificate of Origin

ORIGINAL

1. Exporter's name, address, country:			Certificate No.:			
2. Producer's name and address, if known:			CERTIFICATE OF ORIGIN			
3. Consignee's name, address, country:			Form F for China-Chile FTA			
			Issued in _____			
			(see Instruction overleaf)			
4. Means of transport and route (as far as known)			5. For Official Use Only			
Departure Date			Preferential Tariff Treatment Given Under _____			
Vessel /Flight/Train/Vehicle No.			Preferential Treatment Not Given (Please state reasons)			
Port of loading					
Port of discharge			Signature of Authorized Signatory of the Importing Country			
6. Remarks						
7. Item number	8. Marks and numbers on packages	9. Number and kind of packages; description of goods	10. HS code	11. Origin criterion	12. Gross weight, quantity (Quantity Unit) or other measures (liters,m3,etc)	13. Number, date of invoice and invoiced value

(Max 20)			(Six digit code)			
<p>14. Declaration by the exporter</p> <p>The undersigned hereby declares that the above details and statement are correct, that all the goods were produced in</p> <p>(Country)</p> <p>and that they comply with the origin requirements specified in the FTA for the goods exported to</p> <p>(Importing country)</p> <p>Place and date, signature of authorized signatory</p>			<p>15. Certification</p> <p>It is hereby certified, on the basis of control carried out, that the declaration of the exporter is correct.</p> <p>Place and date*, signature and stamp of certifying authority</p> <p>Certifying authority</p> <p>Tel: Fax:</p> <p>Address:</p>			

Overleaf Instruction

- Box 1: State the full legal name, address (including country) of the exporter.
- Box 2: State the full legal name, address (including country) of the producer. If more than one producer's good is included in the certificate, list the additional producers, including name, address (including country). If the exporter or the producer wishes the information to be confidential, it is acceptable to state "Available to the competent governmental authority upon request". If the producer and the exporter are the same, please complete field with "SAME". If the producer is unknown, it is acceptable to state "UNKNOWN".
- Box 3: State the full legal name, address (including country) of the consignee.
- Box 4: Complete the means of transport and route and specify the departure date, transport vehicle No., port of loading and discharge.
- Box 5: The customs authorities of the importing country must indicate (√) in the relevant boxes whether or not preferential tariff treatment is accorded.
- Box 6: Customer's Order Number, Letter of Credit Number, and etc. may be included if required. If the invoice is issued by a non-Party operator, the name, address of the producer in the originating Party shall be stated herein.
- Box 7: State the item number, and item number should not exceed 20.
- Box 8: State the shipping marks and numbers on the packages.
- Box 9: Number and kind of package shall be specified. Provide a full description of each good. The description should be sufficiently detailed to enable the products to be identified by the Customs Officers examining them and relate it to the invoice description and to the HS description of the good. If goods are not packed, state "in bulk". When the description of the goods is finished, add "****" (three stars) or "\ " (finishing slash).
- Box 10: For each good described in Box 9, identify the HS tariff classification to six digits.
- Box 11: If the goods qualify under the Rules of Origin, the exporter must indicate in Box 11 of this form the origin criteria on the basis of which he claims that his goods qualify for preferential tariff treatment, in the manner shown in the following table:

The origin criteria on the basis of which the exporter claims that his goods qualify for preferential tariff treatment	Insert in Box 11
Goods wholly obtained	P
General rule as ≥40% regional value content	RVC
Products specific rules	PSR

Box 12: Gross weight in Kilos should be shown here. Other units of measurement e.g. volume or number of items which would indicate exact quantities may be used when customary.

Box 13: Invoice number, date of invoices and invoiced value should be shown here.

Box 14: The field must be completed, signed and dated by the exporter. Insert the place, date of signature.
Box 15: The field must be completed, signed, dated and stamped by the authorized person of the certifying authority. The telephone number, fax and address of the certifying authority shall be given.

Annex 5

Competent Governmental Authorities of Chile

The issuing competent governmental authorities in the case of Chile is General Directorate for International Economic Affairs (DIRECON).

Annex 6

Model Of Certification And Verification Networking System On Certificate Of Origin (CVNSCO)

Definitions

1. Electronic Information: exchange of electronic information of the certificate of origin, and or information regarding the supporting documents

The Parties shall implement the CVNSCO in two years after the signature of this Agreement. During the first year after the signature of this Agreement the system will be developed, and during the second year will have a testing period.

2. Process Status for the issuance of the electronic data of Certificate of Origin

Process status regarding with issuance, transmission, reception of the electronic Certificate of Origin and the *ex post* verification process.

3. Authority who receives the electronic data of Certificate of Origin

In the case of China is the General Administration of Customs and in the case of Chile is the National Customs Service.

4. Authority who sends the electronic data of Certificate of Origin

In the case of China is the General Administration of Quality Supervision, Inspection and Quarantine (AQSIQ). In the case of the Chile is the General Directorate for International Economic Affairs (DIRECON).

5. Authority who request *ex post* verification

In the case of China is General Administration of Customs, and in the case of Chile is the National Customs Service.

6. Authority who receives the *ex post* verification request

In the case of China is the AQSIQ. In the case of Chile DIRECON.

Operation Flow

7. Procedures for the issuance of a Certificate of Origin

(a) the exporter request a certificate of origin to the competent governmental authorities, and the Certificate of Origin is signed electronically and printed in paper in accordance with Chapter V.

(b) the competent governmental authorities will record the information as well as any other supporting documentation in digital form, such as the invoice; allocate a unique number to the Certificate of Origin and set the process status to "Issued"⁶.

(c) the competent governmental authorities shall send the electronic information to the customs authorities of the importing Party.

8. Modification and nullification of the Certificate of Origin

(a) the competent governmental authorities may modify the data of the Certificate of Origin only if the status of the Certificate of Origin is "Pending"⁷

(b) the competent governmental authorities may nullify the Certificate of Origin only if the status of the Certificate of Origin is "Pending"⁸. In this case the competent governmental authorities should send a new status to the customs authorities of the importing Party.

9. Transmission of electronic information

(a) the competent governmental authorities of the exporting Party will send electronic information to the customs authorities of the importing Party according to the predefined standard and issue the Certificate of Origin in hard copy.

(b) upon the arrival of electronic information, the customs authorities of the importing Party will confirm to the competent governmental authorities of the exporting Party according to the predefined standard that it has received information in its totality.

10. Customs verification on importing

Once the customs authorities of the importing Party accept an import declaration that will apply for the preferential tariff treatment under this Agreement, it shall change the status of the Certificate of Origin sent electronically to a defined status and shall not be modified or nullified.

11. Feedback the status of verification

(a) if the Certificate of Origin is accepted, the customs authorities should send a status⁹ to the competent governmental authorities of the exporting Party.

b) the competent governmental authority updates the information included in the database.

12. Ex post verification

When the customs authorities of the importing Party initiate an *ex post* verification process could request among others, the supporting documents to the competent governmental authorities of the exporting Party. All the exchange of this information shall be done by e-mail or by other digital media.

Technical Solution

13. Network

Internet.

14. Secure mechanism

Network Layer: VPN.

15. Digital signature

- (a) confidentiality, integrity, availability, non-repudiation, authenticity.
- (b) PKI/CA.
- (c) cross validate the digital signature based on X.509 V3 standard.
- (d) algorithm of digest Sha-1.
- (e) algorithm of encrypt RSA.
- (f) encoding algorithm of digital signature DER and Base64.
- (g) scope of data for digital signature: entire data of Certificate of Origin.

16. Platform of transmission

The platform of transmission shall be established by the technical group.

17. Language

English.

18. Message standard

- (a) Format XML 1.0.
- (b) Character Set UTF-8.
- (c) message types: Certificate of Origin and feedback message.
- (d) data element shall be established by the technical group and project supervisors.
- (e) other formats.

19. Coding list shall be established by the technical group

- (a) codes of Chinese Ports and Chilean Ports.
- (b) codes of unit.
- (c) codes of HS.
- (d) codes of countries.
- (e) codes of transfer modes.
- (f) codes of currencies.
- (g) other codes.

20. From the entry into force of this Agreement, the Parties will establish a working group composed of experts. In order to implement CVNSCO, the working group will be divided into two teams, one team is project supervisor's team, the other is technical team.

21. Project supervisor's terms of reference:

- (a) write the requirements of CVNSCO.
- (b) define the data elements.
- (c) test the system and arrange the pilot.
- (d) establish the mechanism that can deal with the problem on the system running.

22. Contact points

- (a) China.

Role	Name	Telephone	E-Mail	Note
Contact Point	Division of Rules of Origin	+ 86 10 65195400	To be provided	Customs
	Division of Rules of Origin	+ 86 10 82261782	To be provided	AQSIQ

- (b) Chile

Role	Name	Telephone	E-Mail	Note
Contact Point	Certification of Origin Unit	+56 2 5659338	certificacion.origen@direcon.cl	DIRECON
	Sub Direction of Informatics	+56 32 200500	To be provided	Customs

23. Technical terms of reference

- (a) Write the technical solution.
- (b) coding and test.
- (c) network test.
- (d) technical support.

Additional Provision

24. The above project planning shall be subject to any technical improvements with the agreement of the Parties.

Annex 7

Rules of Procedure of Arbitral Panel

General provisions 1. For the purposes of this Agreement and Chapter X:

arbitral panel means an arbitral panel established pursuant to Article 84;

complaining Party means a Party that requests the establishment of an arbitral panel under Article 84; and

responding Party means a Party that has been complained against pursuant to Article 84.

Notifications

2. Any request, notice, written submissions or other document shall be delivered by either Party or the arbitral panel by delivery against receipt, registered post, courier, facsimile transmission, telex, telegram or any other means of telecommunication that provides a record of the sending thereof.

3. A Party shall provide a copy of each of its written submissions to the other Party and to each of the panelists. A copy of the document shall also be provided in electronic format.

4. All notifications shall be made and delivered to each Party.

5. Minor errors of a clerical nature in any request, notice, written submission or other document related to the arbitral panel proceeding may be corrected by delivery of a new document clearly indicating the changes.

6. If the last day for delivery of a document falls on a legal holiday of a Party, the document may be delivered on the next business day.

Commencing the arbitration

7. Unless the Parties otherwise agree, they shall meet with the arbitral panel within 15 days following the composition of the arbitral panel in order to determine such matters that the Parties or the arbitral panel deems appropriate.

Initial submissions

8. The Party shall deliver its initial written submission no later than 20 days after the composition of the arbitral panel. The responding Party shall deliver its written counter-submission no later than 30 days after the date of delivery of the initial written submission.

Operation of arbitral panels

9. The chair of the arbitral panel shall preside at all of its meetings.

10. Except as otherwise provided in these rules, the arbitral panel may conduct its activities by any means, including telephone, facsimile transmissions or computer links. 11. Only panelists may take part in the deliberations of the arbitral panel.

12. The drafting of the report shall remain the exclusive responsibility of the arbitral panel.

13. Where a procedural question arises that is not covered by these rules, an arbitral panel may adopt an appropriate procedure that is not inconsistent with this Agreement.

14. When the arbitral panel considers that there is a need to modify any time period applicable in the proceeding, or to make any other procedural or administrative adjustment in the proceeding, it shall inform the Parties in writing of the reasons for the modification or adjustment with the indication of the period or adjustment needed.

Hearings

15. The Chair shall fix the date and time of the hearing in consultation with the Parties and the other members of the arbitral panel. The Chair shall notify in writing to the Parties of the date, time and location of the hearing. Unless either of the Parties disagrees, the arbitral panel may decide not to convene a hearing.

16. Unless the Parties otherwise agree, the hearing shall be held in the responding Party's territory. The responding Party shall be in charge of the logistical administration of dispute settlement proceedings, in particular the organization of hearings, unless otherwise agreed.

17. The arbitral panel may convene additional hearings if the Parties so agree.

18. All panelists shall be present at hearings.

19. No later than five days before the date of a hearing, each Party shall deliver a list of the names of those representatives or advisers who will be attending the hearing.

20. The hearings of the arbitral panel shall be held in closed session.

21. The arbitral panel shall conduct the hearing in the following manner: argument of the complaining Party; argument of the responding Party; rebuttal arguments of the Parties; the reply of the complaining Party; the counter-reply of the responding Party. The Chair may set time limits for oral arguments to ensure that each Party is afforded equal time.

22. The arbitral panel may direct questions to either Party at any time during a hearing.

23. Within 15 days after the date of the hearing, each Party may deliver a supplementary written submission responding to any matter that arose during the hearing.

Questions in writing

24. The arbitral panel may at any time during the proceedings address questions in writing to one or both Parties. The arbitral panel shall deliver the written questions to the Party to whom the questions are addressed.

25. A Party to whom the arbitral panel addresses written questions shall deliver a copy of any written reply to the other Party and to the arbitral panel. Each Party shall be given the opportunity to provide written comments on the reply within five days after the date of delivery.

Confidentiality

26. The Parties shall maintain the confidentiality of the arbitral panel's hearings. Each Party shall treat as confidential the information submitted by the other Party to the arbitral panel which that Party has designated as confidential. Where a Party submits a confidential version of its written submissions to the arbitral panel, it shall also, upon request of the other Party, provide a non-confidential summary of the information contained in its submissions that could be disclosed to the public, no later than 15 days after the date of either the request or the submission, whichever is later. Nothing in these rules shall preclude a Party from disclosing statements of its own positions to the public.

***Ex parte* contacts**

27. The arbitral panel shall not meet or contact a Party in the absence of the other Party.

28. No Party may contact any panelist in relation to the dispute in the absence of the other Party or other panelists.

29. No panelist may discuss an aspect of the subject matter of the proceeding with a Party or both Parties in the absence of the other panelists.

Role of experts

30. Upon request of a Party or on its own initiative, the arbitral panel may obtain information and technical advice from any person or body that it deems appropriate. Any information so obtained shall be submitted to the Parties for comments.

31. When a request is made for a written report of an expert, any time period applicable to the arbitral panel proceeding shall be suspended for a period beginning on the date of delivery of the request and ending on the date the report is delivered to the arbitral panel.

Cases of urgency

32. In cases of urgency referred to in Article 90 of this Agreement, the arbitral panel shall appropriately adjust the time periods mentioned to in these rules.

Working language

33. The working language of the dispute settlement proceedings shall be English.

34. Written submissions, documents, oral arguments or presentations at the hearings, initial and final reports of the arbitral panel, as well as all other written or oral communications between the Parties and the arbitral panel, shall be conducted in the working language.

35. Any Party may provide comments on a translated version of a document that is prepared in accordance with these rules.

Computation of time

36. Where anything under this Agreement or these rules is to be done, or the arbitral panel requires anything to be done, within a number of days after, before or of a specified date or event, the specified date or the date on which the specified event occurs shall not be included in calculating that number of days.

37. Where, by reason of the operation of Rule 6, a Party receives a document on a date other than the date on which the same document is received by the other Party, any period of time the calculation of which is dependent on such receipt shall be calculated from the date of receipt of the last such document.

Annex 8

Implementation of Modifications Approved by the Commission

Chile shall implement the actions of the Commission referenced in Article 97 of this Agreement through Executive Agreements (*Acuerdos de Ejecución*), in accordance with Article 50, number 1, second paragraph, of the Political Constitution of the Republic of Chile (*Constitución Política de la República de Chile*).