

Chapter []

Agriculture [US: Market Access]

Consolidated Proposals

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Chapter X

Agriculture [US: Market Access]

Article X.1: [EU: Objective,] Scope and Coverage

1. [EU: The Parties, reaffirming their commitments under the WTO Agreement on Agriculture, hereby lay down the necessary arrangements for the promotion and facilitation of trade in agricultural goods of the Parties.]
2. [EU: The Parties recognize the differences in their respective agricultural models and the need to ensure that this Agreement does not adversely affect the agricultural diversity of the Parties.]
3. [EU: The Parties recognize that their respective societal choices may differ with respect to public policy decisions affecting agriculture. In this regard, nothing in this Agreement will restrain the Parties from taking measures necessary to achieve legitimate policy objectives such as the protection of public health, safety, environment or public morals, social or consumer protection, or the promotion and protection of cultural diversity that each side deems appropriate. Both Parties will seek to ensure that the effect of such measures does not create unnecessary obstacles to trade in agricultural goods between them and that the measures are not more trade-restrictive than necessary to fulfill their legitimate objective.]
4. This Chapter applies to measures adopted or maintained by [EU: the Parties in respect of trade in agricultural goods (hereinafter referred to as “agriculture goods”) between them covered by the definition in Annex I of the WTO Agreement on Agriculture] [US: a Party relating to trade in agricultural goods].
5. [EU: This Chapter does not apply to measures as defined in Annex A of the WTO Agreement on the Application of Sanitary and Phytosanitary Measures, which will be dealt with in Chapter {X on SPS}, or measures in other chapters applicable to agricultural goods].

Article X.2: [EU: Cooperation in Agriculture]

1. [EU: The Parties recall the prominent role of sustainability in its economic, social and environmental dimensions in agriculture and aim at developing a fruitful cooperation and dialogue on agricultural sustainability issues. To this end, the Parties shall work together to:
 - (a) facilitate information and knowledge-sharing through networks of farmers, researchers and public authorities; and
 - (b) exchange ideas and share experience in developing sustainable farming practices, particularly with regards to organic farming, and environmentally friendly rural development programs.]
2. [EU: The Parties shall cooperate in matters related to geographical indications in line with the provisions of Section 3 (Articles 22-24) of the TRIPS Agreement, without prejudice to the relevant provisions laid down in the Intellectual Property Chapter of this Agreement. The Parties reaffirm the importance of origin-linked products and geographical indications for sustainable agriculture and

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rural development, and in particular for small and medium-sized enterprises.]

Article X.3: Cooperation in Multilateral [EU: and Other] Fora

1. The Parties shall work together to facilitate the successful conclusion of agriculture negotiations in the WTO [EU: and consider that this Agreement constitutes a significant contribution in that respect.] [US: that:

- (a) substantially improves market access for agricultural goods;
- (b) reduces, with a view to phasing out, agricultural export subsidies;
- (c) develops disciplines that eliminate restrictions on a person's right to export agricultural goods; and
- (d) substantially reduces trade-distorting domestic support.]

2. [EU: The Parties recognize the efforts undertaken in international fora to enhance global food security and nutrition, and sustainable agriculture, and commit to actively engage in cooperation in those fora. To this end, the Parties shall:

- (a) refrain from undertaking export restrictions as well as the use of export taxes which might exacerbate volatility, increase prices and have a detrimental effect on critical supplies of agricultural goods to the Parties and to other trading partners, and seek a coordinated approach in the relevant fora; and
- (b) encourage research and innovation and share practices to secure viable food production in the face of growing world food demand, and at the same time ensure the sustainable management of natural resources.]

3. [US: The Parties shall work to promote international agricultural development and enhanced global food security by:

- (a) promoting robust global markets for food products and agricultural inputs;
- (b) seeking to avoid unwarranted trade measures that increase global food prices or exacerbate price volatility, in particular through avoiding the use of export taxes, export prohibitions or export restrictions on agricultural goods; and
- (c) encouraging and supporting research and education to develop innovative new agricultural products and strategies that address global challenges related to the production of abundant, safe and affordable food, feed, fiber, and energy.]

4. [EU: The Parties shall work together to promote the export of agricultural products from the least developed countries and to encourage regional integration of trade in agricultural products.]

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Article X.4: [EU: Export Competition]

1. [EU: For the purposes of this Article, “export subsidies” shall have the meaning assigned to that term in Article 1(e) of the WTO Agreement on Agriculture.]
2. [EU: “Measures with equivalent effect” are export credits, export credit guarantees or insurance programs, as well as other measures that have an equivalent effect on an export subsidy.]
3. [EU: The Parties reaffirm their commitment, expressed in the 2013 Bali Ministerial Declaration, to the parallel elimination of all forms of export subsidies and disciplines on all export measures with equivalent effect.]
4. [EU: Upon entry into force of this Agreement, no Party shall maintain, introduce or reintroduce export subsidies or other measures with equivalent effect on an agricultural good that is exported or incorporated in a product that is exported to the territory of the other Party or the territory of a non-Party with which both Parties have concluded a free trade agreement where the non-Party has fully eliminated duties on that agricultural good for the benefit of both Parties. This paragraph shall not apply to export financing support as referred to in paragraph 5 and for which paragraphs 5 to 7 apply.]
5. [EU: The Parties recognize the work undertaken in the WTO Doha Development Round in respect of the disciplines governing the provision of export credits, export credit guarantees, or insurance programs (“export financing support”). The Parties shall not grant any financial support to exports of an agricultural good, provided by entities referred to in paragraph 6, destined to the territory of the other Party or the territory of a non-Party referred to in paragraph 4, where the non-Party has fully eliminated duties on that agricultural good for the benefit of both Parties, unless this export financing support complies with the terms and conditions laid down in paragraph 7. The export credits, export credit guarantees and insurance programs shall comprise:
 - (a) direct financing support, comprising direct credits/financing, refinancing, and interest rate support;
 - (b) risk cover, comprising export credit insurance or reinsurance and export credit guarantees;
 - (c) government-to-government credit agreements covering the imports of agricultural products from the creditor country under which some or all of the risk is undertaken by the government of the exporting country; and
 - (d) any other form of governmental export credit support, direct or indirect, including deferred invoicing and foreign exchange risk hedging.]
6. [EU: The provisions of this article shall apply to export financing support provided by or on behalf of the following entities, hereinafter referred to as “export financing entities”, whether such entities are established at the national or at the sub-national level:
 - (a) government departments, agencies, or statutory bodies;

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(b) any financial institution or entity engaged in export financing in which there is governmental participation by way of equity, provision of funds, loans, or underwriting of losses;

(c) agricultural export state trading enterprises; and

(d) any bank or other private financial, credit insurance or guarantee institution which acts on behalf of or at the direction of governments or their agencies.]

7. [EU: Export financing support shall be provided in conformity with the terms and conditions set out below.

(a) **Maximum repayment term:** the maximum repayment term for export financing support under this Agreement, this being the period beginning at the starting point of credit¹ and ending on the contractual date of the final payment, shall be no more than 180 days. This shall apply from the entry into force of this Agreement. Existing contracts which have been entered into prior to the signature of this Agreement and that are operating on a longer time frame than that defined in the preceding sentence, shall run their course until the end of their contractual date, provided that they are notified to the other Party.

(b) **Self-financing:** export credit guarantee, insurance and reinsurance programs, and other risk cover programs included within subparagraphs 5 (b) (c) and (d) above shall be self-financing. Where premium rates charged under a program are inadequate to cover the operating costs and losses of that program over a previous 4-year rolling period, this shall, in and of itself, be sufficient to determine that program is not self-financing. In addition, where these programs are found to constitute export subsidies within the meaning of item (j) of Annex I to the Agreement on Subsidies and Countervailing Measures, they shall also be deemed to be not self-financing under this Agreement.]

8. [EU: If a Party maintains, introduces or reintroduces subsidies or other measures with equivalent effect on the export of agricultural goods to the other Party or the territory of a non-Party referred to in paragraph 4, which are not in compliance with the Article, the other Party may apply an additional tariff that will increase customs duties for imports of such goods up to the level of either the MFN applied duty or the base rate set out in Annex X {Tariff Elimination Schedule}, whichever is lower, for the period of the granting of the export subsidy or adoption of the measure with equivalent effect.]

9. [EU: In order for the importing Party to eliminate the additional tariff applied in accordance with paragraph 8, the exporting Party shall provide detailed information which demonstrates compliance with the provisions of this Article.]

10. [EU: The Parties reaffirm their commitment in the 2013 Bali Ministerial Declaration to enhance transparency and to improve monitoring in relation to all forms of export subsidies and all export measures with equivalent effect. To this end, upon request of the other Party, a Party shall provide necessary information on measures applied on an agricultural good destined to the territory of the

1 The "starting point of a credit" shall be no later than the weighted mean date or actual date of the arrival of the goods in the recipient country for a contract under which shipments are made in any consecutive six-month period.

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other Party or territory of a non-Party referred to in paragraph 4.]

11. [EU: The Parties agree that the international food aid transactions destined for the territory of the Parties or the territory of a non-Party with which both Parties have concluded a free trade agreement, as well as for the territory of a least developed country, shall be provided in fully untied, in cash and fully grant form with the exception of clearly defined emergency situations.

An emergency situation refers to a situation where:

(a) there has been a declaration of an emergency by the recipient country or by the Secretary-General of the United Nations; or

(b) there has been an emergency appeal from a country, a relevant United Nations agency, including the World Food Programme and the United Nations Humanitarian Programme Cycle, the International Committee of the Red Cross or the International Federation of Red Cross and Red Crescent Societies, a relevant regional or international intergovernmental agency, or a non-governmental humanitarian organization of recognized standing traditionally working in conjunction with the former bodies; and

in either case, there is an assessment of need coordinated under the auspices of a relevant United Nations Agency, including the World Food Programme, the International Committee of the Red Cross, or the International Federation of the Red Cross and the Red Crescent Societies. Needs assessment should be done with the involvement of the recipient government and may involve a relevant regional intergovernmental organization or an NGO, but while the latter bodies may be so involved, this is in a context where they are in coordination with the relevant United Nations Agency or ICRC/IFRCRCS as the case may be.]

[EU: *The EU reserves the right to alter its proposal, following the DDA outcome. This does not constitute an official position of the EU in multilateral negotiations.*]

US: Article X.5: [Export Subsidies]

[US: A Party shall not introduce or maintain any export subsidy on any agricultural good destined for the territory of another Party.]

EU: Article X.6: [Domestic Support]

[EU: *The EU reserves the right to present a proposal on domestic support, in particular on the interaction between trade-distorting domestic support and market access commitments. This is without prejudice to the position of the EU in multilateral negotiations.*]

Article X.7: Committee on Agriculture

1. The Parties hereby establish a Committee on Agriculture [EU: comprised of representatives of each Party. The Committee on Agriculture] [US: which] shall report to the [EU: {Trade}] [US: Joint] Committee. [US: Each Party shall have a representative on the Committee.

2. The Committee [EU: on Agriculture] shall [US: provide a forum for]:

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- (a) [EU: monitor and promote cooperation on the implementation and administration of Chapter {*TTIP chapter on agriculture*}, in order to facilitate the] [US: facilitating] trade in agricultural goods between the Parties;
- (b) [EU: provide a forum for the Parties to discuss developments of domestic agricultural programs and trade in agricultural goods between the Parties;]
- (c) address [US: ing] barriers [EU: in] [US: to] trade in agricultural goods between the Parties;
- (d) [US: exchanging information on domestic agricultural programs and environmental measures affecting agriculture];
- (e) [EU: evaluate the impact of this Agreement on the agricultural sector of each Party, as well as the operation of the instruments of this Agreement, and recommend any appropriate action to the {*Trade*} Committee;]
- (f) [EU: consult on matters related to Chapter {*TTIP chapter on agriculture*} in coordination with other relevant committees, working groups, or any other specialized body under this Agreement;]
- (g) [EU: undertake any additional work that the {*Trade*} Committee may assign to it; and]
- (h) [EU: report and submit for consideration of the {*Trade*} Committee the results of its work under this paragraph.]
- (i) [US: discussing agricultural export competition issues;]
- (j) [US: considering any matter arising under this Chapter; and]
- (k) [US: discussing agricultural issues arising in the WTO and other multilateral fora in which the Parties participate.]

3. The committee [EU: on Agriculture] shall meet at least once [EU: a] [US: each] year unless the Parties [EU: decide otherwise] [US: otherwise decide]. [EU: When special circumstances arise, upon request of a Party, the Committee shall meet at the Agreement of the Parties no later than 30 days following the date of such request. Meetings of the Committee on Agriculture shall be chaired by representatives of the Party hosting the meeting.]

4. [EU: The Committee on Agriculture shall adopt all decisions by consensus.]

5. [US: The committee shall report the results of each meeting to the Joint Committee.]

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Article X. 8: [EU: Non-tariff Issues]

[EU: *The EU reserves the right to present a textual proposal on specific non-tariff issues.*]

Article X. 9: [US: Definitions]

[US: For the purposes of this Chapter:]

[US: **Agreement on Agriculture** means the WTO Agreement on Agriculture, contained in Annex 1A of the WTO Agreement;]

[US: **agricultural goods** means those agricultural goods referred to in Article 2 and Annex 1 of the Agreement on Agriculture; and]

[US: **export subsidies** shall have the meaning assigned to that term in Article 1(e) of the Agreement on Agriculture.]

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[EU: Annex X-A: Trade in Wine and Spirit Drinks²

Title I Initial Provisions

Article 1 Application

The provisions of this Chapter apply to the United States of America and to the European Union, hereafter referred to as “the Parties”.

Article 2 Objectives

The objective of this Chapter is to facilitate trade in wine and spirit drinks between the Parties, and to improve cooperation in the development and enhance the transparency of regulations affecting such trade.

Article 3 Definitions

For the purposes of this Agreement:

(a) “wine-making practice” means a process , treatment, technique or material used to produce wine;

(b) “COLA” means a Certificate of Label Approval or a Certificate of Exemption from Label Approval that results from an approved Application for and Certification/Exemption of Label/Bottle Approval, as required under US federal laws and regulations and issued by the US government that includes a set of all labels approved to be firmly affixed to a bottle of wine or a bottle of spirit drinks;

(c) “originating”, when used in conjunction with the name of one Party in respect of wine imported into the territory of the other Party, means the wine has been produced in accordance with either Party’s laws, regulations and requirements from grapes wholly obtained in the territory of the Party concerned; and

(d) “WTO Agreement” means the Marrakesh Agreement establishing the World Trade Organization, done on 15 April 1994.

Article 4 Scope and Coverage

² [EU: ² Provisions related to spirit drinks to be adapted and/or developed further.]

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1. For the purposes of this Agreement, the term “wine” shall cover beverages obtained exclusively from the total or partial alcoholic fermentation of fresh grapes, whether or not crushed, or of grape must, with the possible addition of any constituent parts of fresh grapes authorized in the producing Party, in accordance with wine-making practices authorized under the regulatory mechanisms of the Party in whose territory the wine is produced, which:

(a) contain an actual alcohol content of not less than 7 percent (7%) and not more than 22 percent (22%) by volume; and

b) contain no artificial coloring, flavoring or added water beyond technical necessity.

2. For the purposes of this Agreement the term “spirit drink” shall cover alcoholic beverages:

(a) having a minimum alcoholic strength of 15% vol.; and

(b) having been produced:

(i) either directly:

– by the distillation, with or without added flavorings, of naturally fermented products; and/or

– by the maceration or similar processing of plant materials in ethyl alcohol of agricultural origin and/or distillates of agricultural origin and/or spirit drinks within the meaning of this Chapter; and/or

– by the addition of flavorings, sugars or other sweetening products listed in Annex X and/or other agricultural products and/or foodstuffs to ethyl alcohol of agricultural origin and/or to distillates of agricultural origin and/or to spirit drinks, within the meaning of this Chapter;

(ii) or by the mixture of a spirit with one or more:

– other spirit drinks; and/or

– ethyl alcohol of agricultural origin or distillates of agricultural origin; and/or

– other alcoholic or non-alcoholic beverages.

3. Measures taken by either Party for the protection of human health and safety are outside the scope of this Chapter.

TITLE II

Wine-making Practices and Specifications

Article 5

Present Wine-making Practices and Specifications

1. Each Party recognizes that the laws, regulations and requirements of the Party relating to wine-making fulfill the objectives of its own laws, regulations and requirements, in that they authorize wine-making practices that do not change the character of wine arising from its origin in grapes in a

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manner inconsistent with good wine-making practice. These practices include such practices that address the reasonable technological or practical need to enhance the keeping or other qualities or stability of the wine and that achieve the winemaker's desired effect, including with respect to not creating an erroneous impression about the product's character and composition.

2. Within the scope of this Agreement as defined in Article 4, neither Party shall restrict, on the basis of either wine-making practices or product specifications, the importation, marketing or sale of wine originating in the territory of the other Party that is produced using wine-making practices that are authorized under laws, regulations and requirements of the other Party listed in Annex X and published or communicated to it by the other Party.

Article 6

New Wine-making Practices and Specifications

1. If a Party proposes to authorize for commercial use in its territory a new wine-making practice or modify an existing wine-making practice authorized under the laws, regulations and requirements listed in Annex X, and it intends to propose the inclusion of the practice among those authorized in the Annex X documents, it shall provide public notice and specific notice to the other Party and provide a reasonable opportunity for comment and to have those comments considered.

2. If the new wine-making practice or modification referred to in paragraph 1 is authorized, the authorization Party shall notify the other Party in writing of that authorization within 60 days.

3. A Party may, within 90 days of receiving the notification provided for in paragraph 2, object in writing to the authorized wine-making practice, on the grounds that it is inconsistent with the objectives referred to in Article 5(1) or the criteria set out in Article 4(1), and request consultations pursuant to Article 12 concerning this wine-making practice.

4. The Parties shall amend Annex X, as provided for in Article 12, as necessary to cover any new wine-making practice or modification that has not been subject to objections pursuant to paragraph 3 or for which the Parties have reached a mutually agreed solution following consultations provided for in paragraph 3. With respect to new wine-making practices or modifications to existing practices that are proposed after day/month/year, but before the date of application of Article 5, as set out in Article X, either Party may specify that the modification to Annex X shall not be effective until the date of application of Article 5.

TITLE III

SPECIFIC PROVISIONS

Article 7

Names of Origin

1. The United States shall provide that certain names may be used as names of origin for wine and spirit drink only to designate wines and spirit drinks of origin indicated by such a name, and shall include, among such names, those listed in: Annex X, Part A, names of quality wines produced in specified regions, and names of table wines with geographical indications; Part B, names of Member States; and Annex X, names of spirit drinks.

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2. The European Union shall provide that the names of viticultural significance listed in Annex X may be used as names of origin for wine only to designate wines of the origin indicated by such name. The European Union shall provide that the names of spirit drinks listed in Annex X may be used as names of origin for spirit drinks only to designate spirit drinks of the origin indicated by such name.

3. Each Party's competent authorities shall take measures to ensure that any wine and spirit drinks not labeled in conformity with this Article is not placed on or is withdrawn from the market until it is labeled in conformity with this Article.

4. In addition to the obligation of paragraph 1 and 3, the United States shall maintain the status of the names listed in Title 27 US Code of Federal Regulations, Section 12.31, set forth in Annex X, Part C, as non-generic names of geographic significance that are recognized as distinctive designations of a specific wine of a particular place or region in the European Union, distinguishable from all other wines, in accordance with Title 27 US Code of Federal Regulations, Section 4.24(c) (1) and (3) and Section 12.31, as amended.

Article 8

Wine and Spirit Drinks Labeling

1. Each Party shall provide that labels of wine sold in its territory shall not contain false or misleading information in particular as to character, composition or origin.

2. Each Party shall provide that, subject to paragraph 1, wine may be labeled with optional particulars or additional information in accordance with the Protocol of Wine Labeling (hereinafter "the Protocol").

3. Neither Party shall require that processes, treatments or techniques used in wine-making be identified on the label.

Article 9

Wine Certification and Other Marketing Conditions

1. The EU shall permit wine originating in the US to be imported into, marketed and sold in the EU if it is accompanied by a certification document, the format and required information for which are specified in Annex X.

2. The EU shall permit the information on the document referenced in paragraph 1, excluding the producer's signature, to be preprinted. The EU shall permit the document to be submitted electronically to the competent authorities of its Member States provided they have enabled the necessary technology.

3. The US shall ensure that decisions to approve or disapprove a COLA are consistent with published criteria and subject to review. The format and required information for the COLA application form are referenced in Annex X.

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4. The US shall permit the information on the application form referenced in paragraph 3, excluding the applicant's signature, to be preprinted and transmitted electronically.

5. Each Party may modify its respective form, referred to in paragraphs 1 and 3, in accordance with its internal procedures, in which case the Party concerned shall give due notice to the other Party. The Parties shall amend Annex X, as necessary, in accordance with the procedure laid down in Article 12.

6. This Agreement does not require certification that the practices and procedures used to produce wine in the EU constitute proper cellar treatment within the meaning of Section 2002 of US Public Law 108-429.

TITLE IV GENERAL PROVISIONS

Article 10 Committee on Trade in Wines and Spirit Drinks

1. The Parties agree to set up a Committee on trade in wines and spirit drinks, herein referred to as “the Committee”, with the purpose of monitoring the development of this Protocol, intensifying their cooperation, exchanging information, notably product specifications, and improving their dialogue.

2. The Parties shall through the Committee maintain contact on all matters relating to the implementation and the functioning of this Protocol. In particular, the Parties shall ensure timely notification to each other of amendments to laws and regulations on matters covered by this Protocol that have an impact on products traded between them.

3. The Committee shall see to the proper functioning of this Protocol and may make recommendations and adopt decisions by consensus.

4. The Committee may modify the Annexes of this Chapter. The Parties may in particular modify Annex X and adopt specific rules, pursuant to their cooperation under Article 11(1), pertaining to the marketing of wine products and spirit drinks, including labeling and related requirements as well as product definitions and certification of wine products and spirit drinks.

5. The Committee shall determine its own rules of procedure.

Article 11 Cooperation and Dispute Avoidance

1. The Parties shall address issues related to trade in wines and spirit drinks, and in particular:

- product definitions, certification and labeling of wines;
- use of grape varieties in wine-making and labeling thereof;

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- use of traditional terms on labeling of wines;
- product definitions, certification and labeling of spirit drinks.

2. the provisions laid down in Part X (TTIP specific title of chapter on dispute settlement to be included) of the Agreement shall apply mutatis mutandis to any relevant matter arising under this Chapter.

Article 12

Management of the Agreement and Cooperation

{This article may be adapted to take into account the provisions of Article 10.}

1. The Parties shall maintain contact on all matters relating to bilateral trade in wine and spirit drinks and the implementation and functioning of this Agreement. In particular, each Party shall, if requested, cooperate in assisting the other Party to make available to the other Party's producers information concerning specific limits on contaminants and residues in effect in the territory of the first Party.
2. Each Party shall notify the other Party in a timely manner of proposed amendments to its labeling rules and, except for minor amendments that do not affect labeling for the wine and spirit drinks of the other Party, allow for a reasonable period of time for the other Party to comment.
3. Either Party may notify the other Party in writing of:
 - a) a request for a meeting or consultations between representatives of the Parties to discuss any matter relating to the implementation of the Agreement, including consultations with respect to new wine-making practices foreseen under Article 6;
 - b) a proposal for amendments to the Annexes or the Protocol, including its appendices;
 - c) legislative measures, administrative measures, and judicial decisions concerning the application of this Agreement;
 - d) information or suggestions intended to optimize the operation of the Agreement; and
 - e) recommendations and proposals on issues of mutual interest to the Parties.
4. A Party shall respond within a reasonable period, which shall not exceed 60 days from receipt, to a notification under paragraph 3(a), (b), (d) or (e). However, following a request for consultations under paragraph 3(a), the Parties shall meet within 30 days unless the Parties agree otherwise.
5. An amendment to an Annex or the Protocol, including its appendices, to this Chapter shall take effect on the first day of the month following receipt of a written response, pursuant to a notification by one Party under paragraph 3(b) of the amended text of the Annex or the Protocol concerned, including its appendices, confirming the Party's agreement with the amended text, or on a particular date that the Parties shall specify.
6. Each Party shall provide all notices, requests, responses, proposals, recommendations and other communications under this Chapter to the contact point for the other Party in Annex X. Each Party shall notify changes in its contact point in a timely manner.
7. (a) Each Party and interested persons of that Party may:

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- (i) address inquiries regarding matters arising from Titles I, II and III of the Chapter including the Protocol; and
- (ii) present information concerning actions that may be inconsistent with the obligations of those Titles to the contact point of the other Party as identified in Annex X.

(b) Each Party shall, through its contact point:

- (i) ensure that action is taken to examine the matter and to respond to the inquiry and information presented in a timely matter; and
- (ii) facilitate follow-up communications between the other Party or interested persons of that Party and the appropriate enforcement or other appropriate authorities.

TITLE V FINAL PROVISIONS

Article 13 **Applicable Rules**

Unless otherwise provided for in this Protocol or in the Agreement, the importation and marketing of products covered by this Protocol traded between the Parties shall be conducted in compliance with the laws and regulations applying in the territory of the Party of importation.

Article 14 **Relation to Other Agreements**

1. The Agreements of 1994 in the form of an exchange of letters between the European Community and the United States of America on the mutual recognition of certain distilled spirits/spirits drinks is hereby terminated.
2. The Agreements of 2006 between the European Community and the United States of America on trade in wine is hereby terminated.
3. Nothing in this Agreement shall:
 - (a) affect the rights and obligations of the Parties under the WTO Agreement;
 - (b) oblige the Parties to take any measures concerning intellectual property rights that would not otherwise be taken under the Parties' respective intellectual property laws, regulations and procedures, consistent with subparagraph (a).
4. Nothing in this Agreement prevents a Party from taking measures, as appropriate, to allow the use of homonymous names of origin where consumers will not be misled or to allow a person to use, in the course of trade, that person's name or the name of that person's predecessor in business in a manner that does not mislead the consumer.

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4. This Agreement is without prejudice to the rights of free speech in the United States under the First Amendment of the US Constitution and in the European Union.

5. Article 7 shall not be construed in and of itself as defining intellectual property or as obligating the Parties to confer or recognize any intellectual property rights. Consequently, the names listed in Annex X are not necessarily considered, nor excluded from being considered, geographical indications under US law, and the names listed in Annex X are not necessarily considered, nor excluded from being considered, geographical indications under European Union law.

Article 15

Final Provisions

1. The annexes to this Chapter shall form an integral part hereof.

2. If, pursuant to Article X of the Agreement, this Chapter is applied provisionally, references in this Chapter to the date of entry into force shall be deemed to refer to the date the provisional application of this Agreement takes effect between the United States of America and the European Union.

Annexes

Annex X: (List of wine-making practices)

Annex X: (List of products to be allowed for the sweetening of spirit drinks)

Annex X: (Certification document)

Annex X: Part A , Part B, Part C (list of EU wine names)

Annex X: List of EU and US spirit drinks

Protocol of wine labeling

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[US: ANNEX X-B: DISTILLED SPIRITS]

1. [US: This Annex applies to the preparation, adoption, and application of measures of central government bodies relating to distilled spirits.]
2. [US: No Party shall require any of the following to appear on the container, label, or packaging of a distilled spirit:
 - (a) date of packaging;
 - (b) date of bottling;
 - (c) date of production or manufacture;
 - (d) date of expiration;
 - (e) date of minimum durability; or
 - (f) best-by date,]

[US: except that a Party may require the display of a date of minimum durability on products that on account of the addition of perishable ingredients could have a shorter date of minimum durability than would normally be accepted by the consumer.]

3. [US: No Party shall require translations of trademarks or trade names to appear on distilled spirit containers, labels, or packaging.]
4. [US: Each Party shall permit mandatory information, including translations, to be displayed on a supplementary label affixed to the distilled spirit container. Each Party shall permit such supplementary labels to be affixed to an imported distilled spirit container after importation but prior to the product being offered for sale in the Party's territory. A Party may require that the supplementary label be affixed prior to release from customs.]
5. [US: Each Party shall permit distilled spirit containers or labels to include lot identification codes, provided that they are not misleading to consumers. In doing so, each Party shall permit suppliers to determine:
 - (a) where to place the lot identification codes on the container or labels, provided they are not placed so as to obscure mandatory information; and
 - (b) the specific font size, type, and formatting of the codes.]
6. [US: No Party shall normally apply a measure to distilled spirits that were entered into commerce in the Party's territory prior to the date on which the measure entered into force.]
7. [US: Where a Party requires a sample, test result, or certification as to origin, age, or authenticity for distilled spirits produced in the territory of another Party before the product can be placed on the Party's market, the Party:
 - (a) shall normally require the supplier to obtain the sample, test result, or certification only for the initial shipment of a particular brand, producer, and lot; and
 - (b) shall not require a sample quantity larger than is necessary to complete the relevant

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conformity assessment procedure.]

[**US:** Nothing in this paragraph shall preclude a Party from undertaking verification of a particular test result or certification or requiring a non-routine sample, test result, or certification where a Party has a reasonable concern that a shipment of a particular brand, producer, and lot may be out of compliance with its requirements.]

8. [**US:** Where a Party requires certifications of analysis for imported distilled spirits, it shall accept for this purpose a certification issued by another Party, or by an entity authorized by another Party to provide such certifications.]

9. [**US:** For the purposes of this Annex:]

[**US: distilled spirit** means a potable alcoholic distillate, and all dilutions or mixtures thereof, for consumption;]

[**US: mandatory information** means information required by a Party to appear on a distilled spirits container, label, or packaging; and]

[**US: supplier** means producer, importer, exporter, bottler, or wholesaler.]