



Ministry of Economy and Industry  
Foreign Trade Administration

# FREE TRADE AGREEMENT BETWEEN THE STATE OF ISRAEL AND THE REPUBLIC OF COLOMBIA

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## PREAMBLE

The Government of the State of Israel (“Israel”) and the Government of the Republic of Colombia (“Colombia”), hereinafter referred to as “the Parties”, resolved to:

**STRENGTHEN** the special bonds of friendship and cooperation between them;

**CONTRIBUTE** to the harmonious development and expansion of world trade by removing obstacles to trade through the creation of a free trade area and by avoiding to create new barriers to trade or investments;

**STRENGTHEN** their economic relations and to promote economic cooperation, in particular for the development of trade;

**CREATE** an expanded and secure market for their goods and services and establish clear and mutually advantageous rules in order to foster a predictable environment for their trade and investments;

**RECOGNIZE** that the promotion and protection of investments of investors of one Party in the territory of the other Party will be conducive to the stimulation of mutually beneficial business activity;

**PROMOTE** broad-based economic development in order to improve living standards and reduce poverty;

**IMPLEMENT** this Agreement in a manner consistent with environmental protection and conservation, promotion of sustainable development and with their desire to strengthen their cooperation on environmental matters;

**REAFFIRM** their membership in the World Trade Organization and their commitment to comply with their respective rights and obligations under the *Marrakesh Agreement Establishing the World Trade Organization* and agreements to which they are both parties;

**EXPLORE** the possibility of promoting the harmonious development of their trade as well as the expansion and diversification of their mutual cooperation in fields of common interest, including fields not covered by this Agreement; and

**HAVING REGARD** that Colombia is a member of the Andean Community established by the Cartagena Agreement;

**HAVE AGREED**, in pursuit of the above, to conclude the following Free Trade Agreement (hereinafter referred to as “this Agreement”):

**CHAPTER 1**  
**INITIAL PROVISIONS AND GENERAL DEFINITIONS**

**SECTION A: INITIAL PROVISIONS**

ARTICLE 1.1: ESTABLISHMENT OF A FREE TRADE AREA

The Parties to this Agreement, in accordance with Article XXIV of the *WTO General Agreement on Tariffs and Trade* 1994 and Article V of the *WTO General Agreement on Trade in Services*, hereby establish a free trade area.

ARTICLE 1.2: RELATION TO OTHER AGREEMENTS

The Parties affirm their existing rights and obligations with respect to each other in accordance with the *Marrakesh Agreement Establishing the World Trade Organization* and its successors agreements and other agreements to which both Parties are party.

ARTICLE 1.3: OBJECTIVES OF THE AGREEMENT

The objectives of this Agreement, as elaborated more specifically in its provisions are to:

1. Eliminate barriers to trade in goods and services, and facilitate the movement of goods between the Parties;
2. Promote conditions of competition relating to economic relations between the Parties;
3. Substantially increase investment opportunities, as well as cooperation in areas which are of mutual interest to the Parties;
4. Create effective procedures for the application and compliance with this Agreement, and its joint administration; and
5. Promote further bilateral and multilateral cooperation to expand and enhance the benefits of this Agreement.

ARTICLE 1.4: EXTENT OF OBLIGATIONS

Each Party shall ensure that necessary measures are taken in order to give effect to the provisions of this Agreement, including their observance by its regional, municipal and local governments and authorities.

## SECTION B: GENERAL DEFINITIONS

### ARTICLE 1.5: GENERAL DEFINITIONS

For purposes of this Agreement, unless otherwise specified:

**Agriculture Agreement** means *Agreement on Agriculture*, contained in Annex 1A to the WTO Agreement;

**Antidumping Agreement** means the *Agreement on Implementation of Article VI of the GATT 1994* and its Interpretative Notes, contained in Annex 1A to the WTO Agreement;

**Customs Authorities** means Customs Authorities as defined in Annex A;

**customs duty** means any customs or import duty and a charge of any kind imposed in connection with the importation of a good, including any form of surtax or surcharge in connection with such importation, but does not include any:

- (a) charge equivalent to an internal tax imposed in accordance with Article III:2 of the GATT 1994 and its Interpretative Notes, in respect of like, directly competitive, or substitutable goods of the Party, or in respect of goods from which the imported good has been manufactured or produced in whole or in part;
- (b) antidumping or countervailing or safeguard duties that are applied pursuant to Chapter 8 (Trade Remedies) and each Party's law; or
- (c) fee or other charge in connection with importation commensurate with the cost of services rendered;

**Customs Valuation Agreement** means the *Agreement on implementation of Article VII of the GATT 1994* contained in Annex 1A to the WTO Agreement;

**days** means calendar days;

**GATS** means the *WTO General Agreement on Trade in Services* contained in Annex 1B to the WTO Agreement;

**GATT 1994** means the *WTO General Agreement on Tariffs and Trade 1994* contained in Annex 1A to the WTO Agreement;

**goods** means domestic products as these are understood in the GATT 1994 or such goods as the Parties may agree, and includes originating goods of a Party;

**government procurement** means the process by which a government obtains the use of or acquires goods or services, or any combination thereof, for governmental purposes and not with a view to commercial sale or resale or with a view to use in the production or supply of goods or services for commercial sale or resale;

**Harmonized System (HS)** means the Harmonized Commodity Description and Coding System, including its General Rules of Interpretation, Section Notes and Chapter Notes, and its subsequent amendments, as adopted and implemented by the Parties in their respective tariff laws;

**IMF Agreement** means *Articles of Agreement of the International Monetary Fund*;

**Joint Committee** means the Joint Committee established under Article 13.1 (Institutional Provisions);

**juridical person** means any entity constituted or organized under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including any corporation, trust, partnership, sole proprietorship, joint venture, association or similar organization;

**measure** covers any measure whether in the form of a law, regulation, rule, procedure, decision, administrative action, practice or any other form;

**national** means:

- (a) with respect to Colombia, Colombians by birth or naturalization, in accordance with Article 96 of the *Constitución Política de Colombia*; and
- (b) with respect to Israel, as provided for, in accordance with its national law;

**person** means a natural person or a juridical person;

**personal data** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

**preferential treatment or preferential tariff treatment** means the duty rate applicable under this Agreement to an originating good as defined in Chapter 3 (Rules of Origin) or under Annex 3-A (Product Specific Rules);

**Safeguards Agreement** means the *Agreement on Safeguards* contained in Annex 1A to the WTO Agreement;

**sanitary or phytosanitary measure** means any measure referred to in Annex A, paragraph 1 of the SPS Agreement;

**SPS Agreement** means the *Agreement on the Application of Sanitary and Phytosanitary Measures*, contained in Annex 1A to the WTO Agreement;

**Subsidies Agreement** means the *Agreement on Subsidies and Countervailing Measures*, contained in Annex 1A to the WTO Agreement;

**TBT Agreement** means the *Agreement on Technical Barriers to Trade*, contained in Annex 1A to the WTO Agreement;

**territory** means:

- (a) with respect to the Republic of Colombia, its continental and insular territory, internal waters, the territorial sea and the air space and maritime areas over which it exercises sovereignty or sovereign rights or jurisdiction in accordance to its domestic law and international law, including applicable international treaties;
- (b) with respect to Israel, for the purposes of trade in goods, the territory where its custom laws are applied;

**TRIPS Agreement** means the *Agreement on Trade-Related Aspects of Intellectual Property Rights*, contained in Annex 1C to the WTO Agreement<sup>1</sup>;

**WTO** means the *World Trade Organization*; and

**WTO Agreement** means the *Marrakesh Agreement Establishing the World Trade Organization*, done on April 15, 1994.

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<sup>1</sup> For greater certainty, “TRIPS Agreement” includes any waiver in force between the Parties of any provision of the TRIPS Agreement granted by WTO Members in accordance with the WTO Agreement.

**CHAPTER 2**  
**MARKET ACCESS FOR GOODS**

**SECTION A: COMMON PROVISIONS**

ARTICLE 2.1: SCOPE OF APPLICATION

Except as otherwise provided in this Agreement, this Chapter shall apply to trade in goods between the Parties.

ARTICLE 2.2: CLASSIFICATION AND VALUATION OF GOODS

1. The classification of goods in trade between the Parties shall be that set out in the respective tariff nomenclature of each Party in conformity with the Harmonized System (HS).
2. A Party may introduce new tariff splits, provided that the preferential conditions applied in the new tariff splits are not less preferential than those applied originally.
3. For the purpose of determining the customs value of goods traded between the Parties, provisions of Article VII of the GATT 1994, its Interpretative Notes, and the Customs Valuation Agreement shall apply *mutatis mutandis*.

ARTICLE 2.3: NATIONAL TREATMENT

1. Except as otherwise provided in this Agreement, each Party shall accord national treatment to the goods of the other Party in accordance with Article III of the GATT 1994, including its Interpretative Notes. To this end, Article III of the GATT 1994 and its Interpretative Notes, are incorporated into and made part of this Agreement, *mutatis mutandis*.
2. Paragraph 1 shall not apply to the measures set out in Annex 2-C.

ARTICLE 2.4: RESTRICTIONS TO SAFEGUARD THE BALANCE OF PAYMENTS

1. The Parties shall endeavor to avoid the imposition of restrictive measures for balance of payments purposes.
2. A Party in serious balance of payments difficulties, or under imminent threat thereof, may, in accordance with the conditions established under the GATT 1994 and the *WTO Understanding on the Balance of Payments Provisions of the GATT 1994* adopt trade restrictive measures, which shall be of limited duration and non-discriminatory, and may not go beyond what is necessary to remedy the balance of payments situation.

ARTICLE 2.5: TEMPORARY ADMISSION OF GOODS

1. Each Party shall grant duty-free temporary admission for the following goods, regardless of their origin:

- (a) professional equipment, including equipment for the press or television, software, and broadcasting and cinematographic equipment, necessary for carrying out the business activity, trade, or profession of a person who qualifies for temporary entry pursuant to the law of the importing Party;
- (b) goods intended for display or demonstration;
- (c) commercial samples and advertising films and recordings;

2. Each Party shall, upon request of the person concerned and for reasons its Customs Authority considers valid, extend the time limit for temporary admission beyond the period initially fixed.

3. No Party may condition the duty-free temporary admission of a good referred to in paragraph 1, other than to require that the good:

- (a) be used solely by or under the personal supervision of a national or resident of the other Party in the exercise of trade, business, professional, or sport activities;
- (b) not be sold or leased while in its territory;
- (c) be accompanied by a security in an amount no greater than the import duties and other charges that would otherwise be owed on entry or final importation, releasable on exportation of the good;
- (d) be capable of identification when exported;
- (e) be exported upon the departure of the person referenced in subparagraph (a), or within such other period related to the purpose of the temporary admission as the Party may establish, or within one year, unless extended;
- (f) be admitted in no greater quantity than is reasonable for its intended use; and
- (g) be otherwise admissible into the Party's territory under its law.

4. If any condition that a Party imposes under paragraph 3 has not been fulfilled, the Party may apply the customs duty and any other charge that would normally be owed on the good plus any other charges or penalties provided for under its law.

5. Each Party shall adopt and maintain procedures providing for the expeditious release of goods admitted under this Article. To the extent possible, such procedures shall provide that, when such goods accompany a national or resident of the other Party who is seeking temporary entry, the goods shall be released simultaneously with the entry of that national or resident.

6. Each Party shall permit a good temporarily admitted under this Article to be exported through a customs port other than that through which it was admitted.

7. Each Party shall provide that the importer or other person responsible for a good admitted under this Article shall not be liable for failure to export the good on presentation of satisfactory proof to the importing Party that the good has been destroyed within the original period fixed for temporary admission or any lawful extension thereof.

8. Subject to Chapters 10 (Investments) and 11 (Trade in Services):

- (a) each Party shall allow a vehicle or container used in international traffic that enters its territory from the territory of the other Party to exit its territory on any route that is reasonably related to the economic and prompt departure of such vehicle or container;
- (b) no Party may require any security or impose any penalty or charge solely by reason of any difference between the port of entry and the port of departure of a vehicle or container;
- (c) no Party may condition the release of any obligation, including any security, that it imposes in respect of the entry of a vehicle or container into its territory on its exit through any particular port of departure; and
- (d) no Party may require that the vehicle or carrier bringing a container from the territory of the other Party into its territory be the same vehicle or carrier that takes the container to the territory of the other Party.

9. For purposes of paragraph 8, vehicle means a truck, a truck tractor, a tractor, a trailer unit or trailer, a locomotive, or a railway car or other railroad equipment.

#### ARTICLE 2.6: GOODS RE-ENTERED AFTER REPAIR OR ALTERATION

1. Neither Party shall apply a customs duty to a good, regardless of its origin, that re-enters its territory after that good has been temporarily exported from its territory to the territory of the other Party for repair or alteration, regardless of whether such repair or alteration could be performed in the territory of the Party from which the good was exported for repair or alteration.

2. Neither Party shall apply a customs duty to a good, regardless of its origin, imported temporarily from the territory of the other Party for repair or alteration.

#### ARTICLE 2.7: DUTY-FREE ENTRY OF COMMERCIAL SAMPLES OF NEGLIGIBLE VALUE AND PRINTED ADVERTISING MATERIALS

Each Party shall grant duty-free entry to commercial samples of negligible value, and to printed advertising materials, imported from the territory of the other Party, regardless of their origin, however, it may require that:

- (a) such samples be imported solely for the solicitation of orders for goods, or services provided from the territory, of the other Party or a non-Party; or
- (b) such advertising materials be imported in packets that each contain no more than one copy of each such material and that neither such materials nor the packets form part of a larger consignment.

#### ARTICLE 2.8: FEES AND OTHER CHARGES

1. Each Party shall ensure, in accordance with Article VIII of the GATT 1994 and its Interpretative Notes, that all fees and charges of whatever character (other than customs duties and other duties and charges that are excluded from the definition of a customs duty) imposed on, or in connection with, importation or exportation of goods, are limited to the approximate cost of services rendered and do not represent an indirect protection of domestic goods or taxation of imports or exports for fiscal purposes.

2. To the extent possible, each Party shall make available and maintain, preferably through the Internet, updated information regarding all fees and charges imposed in connection with importation or exportation of goods.

#### ARTICLE 2.9: IMPORT LICENSING PROCEDURES

No Party shall adopt or maintain a measure that is inconsistent with *the WTO Agreement on Import Licensing Procedures* (hereinafter referred to as the “Import Licensing Agreement”) which is incorporated into and made an integral part of this Agreement, *mutatis mutandis*.

#### ARTICLE 2.10: RULES OF ORIGIN AND COOPERATION BETWEEN THE CUSTOMS ADMINISTRATIONS

The rules of origin applicable between the Parties to goods covered under this Agreement and methods of administrative cooperation are set out in Chapter 3 (Rules of Origin).

#### ARTICLE 2.11: CUSTOMS DUTIES ON EXPORTS

1. Except as otherwise provided in this Agreement, customs duties on exports and charges having equivalent effect shall be abolished in trade between the Parties upon the date of the entry into force of this Agreement. From the date of the entry into force of this Agreement no new customs duties on exports or charges having equivalent effect shall be introduced in trade between the Parties.

2. Paragraph 1 shall not apply to the measures set out in Annex 2-C.

## ARTICLE 2.12: IMPORT AND EXPORT RESTRICTIONS

1. Except as otherwise provided in this Agreement, neither Party may adopt or maintain any prohibition or restriction on the importation of any good of the other Party or on the exportation or sale for export of any good destined for the territory of the other Party, except in accordance with Article XI of the GATT 1994 and its Interpretative Notes; and to this end, Article XI of the GATT 1994 and its Interpretative Notes are incorporated into and made a part of this Agreement, *mutatis mutandis*.
2. Paragraph 1 shall not apply to the measures set out in Annex 2-C.
3. The Parties understand that the GATT 1994 rights and obligations incorporated by paragraph 1 prohibit, in any circumstances in which any other form of restriction is prohibited, a Party from adopting or maintaining:
  - (a) export and import price requirements, except as permitted in enforcement of countervailing and antidumping duty orders and undertakings; or
  - (b) import licensing conditioned on the fulfillment of a performance requirement, except as provided in a Party's schedule in Annex 2-A.
4. For the purposes of this Article, performance requirement means a requirement that:
  - (a) a given level or percentage of goods or services be exported;
  - (b) domestic goods or services of the Party granting a waiver of customs duties or an import license be substituted for imported goods;
  - (c) a person benefiting from a waiver of customs duties or an import license purchase other goods or services in the territory of the Party granting the waiver of customs duties or the import license, or accord a preference to domestically produced goods;
  - (d) a person benefiting from a waiver of customs duties or an import license produce goods or supply services, in the territory of the Party granting the waiver of customs duties or the import license, with a given level or percentage of domestic content; or
  - (e) relates in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows;but does not include a requirement that an imported good be:
  - (f) subsequently exported;
  - (g) used as a material in the production of another good that is subsequently exported;

- (h) substituted by an identical or similar good used as a material in the production of another good that is subsequently exported; or
- (i) substituted by an identical or similar good that is subsequently exported.

#### ARTICLE 2.13: SUBCOMMITTEE ON MARKET ACCESS

1. The Parties hereby establish a Subcommittee on Market Access comprising representatives of each Party.
2. The Subcommittee shall meet upon request of a Party or of the Joint Committee to consider any matter not covered by another Subcommittee arising under this Chapter.
3. The functions of the Subcommittee shall include, *inter alia*:
  - (a) promoting trade in goods between the Parties, including through consultations on accelerating and broadening the scope of preferential treatment for agricultural goods or tariff elimination under this Agreement and other issues as appropriate;
  - (b) addressing any non-tariff measure which may restrict trade in goods between the Parties and, if appropriate, referring such matters to the Joint Committee for its consideration;
  - (c) providing advice and recommendations to the Joint Committee on cooperation needs regarding market access matters;
  - (d) reviewing the amendments to the Harmonized System (HS) to ensure that each Party's obligations under this Agreement are not altered, and consulting to resolve any conflicts between:
    - (i) such amendments to the Harmonized System (HS) and Annex 2-A or Annex 2-B; or
    - (ii) Annex 2-A or Annex 2-B and national nomenclatures; and
  - (e) consulting on and endeavoring to resolve any difference that may arise among the Parties on matters related to the classification of goods under the Harmonized System (HS).
4. The Parties hereby establish an ad-hoc Working Group on Trade in Agricultural Goods. In order to address any obstacle to the trade of agricultural goods between the Parties, the ad-hoc Working Group shall meet upon request of a Party. The ad-hoc Working Group shall report to the Subcommittee on Market Access.

## SECTION B: INDUSTRIAL GOODS

### ARTICLE 2.14: ELIMINATION OF CUSTOMS DUTIES

1. The provisions of this Article shall apply to products originating in Israel and Colombia listed in Chapters 25-97 of the Harmonized System (HS), except those products whose subheadings are specified in Article 2.15.
2. Except as otherwise provided in this Agreement, each Party shall gradually eliminate its customs duties on goods originating in the other Party in accordance with the schedules included in Annex 2-A .
3. Unless otherwise provided in Annex 2-A (Section 1-A and 1-B), each Party shall eliminate its customs duties on imports originating in the other Party upon entry into force of the Agreement.
4. For each good specified in Annex 2-A, the base rate of customs duties, to which the successive reductions are to be applied, shall be the MFN rate applied on 1<sup>st</sup> of January 2012.
5. Except as otherwise provided in this Agreement, a Party shall not increase any customs duty set as base rate in Annex 2-A, or adopt any new customs duty or charges having equivalent effect on a good originating in the other Party.
6. Upon request of a Party, the Parties shall consult in order to consider accelerating the elimination of customs duties set out in Annex 2-A.
7. Paragraph 5 shall not preclude any Party from:
  - (a) raising a customs duty to the level established in Annex 2-A, for the respective year, following an unilateral reduction; or
  - (b) maintaining or increasing a customs duty in accordance with the WTO Understanding on Rules and Procedures Governing the Settlement of Disputes (hereinafter referred to as "DSU") or Chapter 12 (Dispute Settlement).

## SECTION C: AGRICULTURAL GOODS

### ARTICLE 2.15: SCOPE

1. This Section applies to the measures adopted or maintained by the Parties related to agricultural goods.
2. The term “agricultural goods” means, for the purposes of this Agreement, the goods falling within Chapters 01 to 24 of the Harmonized System (HS) and subheadings, 3501.90, 3502.11, 3502.19, 3502.20, 3502.90, 3505.10, 3505.20, 3823.11, 3823.12, 3823.13, 3823.19 and 3824.60.
3. For agricultural goods, the provisions of this Section shall prevail over the provisions of any other Section or Chapter of this Agreement.

### ARTICLE 2.16: PREFERENTIAL TREATMENT FOR AGRICULTURAL GOODS

1. For those products originating in Israel listed in the Annex 2-B (Section 1-A and 1-B), customs duties shall be eliminated or reduced as indicated in the Annex.
2. For those products originating in Colombia listed in of the Annex 2-B (Section 2-A and 2-B), customs duties shall be eliminated or reduced as indicated in the Annex.

### ARTICLE 2.17: ADMINISTRATION AND IMPLEMENTATION OF TARIFF-RATE QUOTAS

1. Each Party shall implement and administer tariff rate quotas for imports of agricultural goods set out in Annex 2-B in accordance with Article XIII of GATT 1994, including its Interpretative Notes, and the Import Licensing Agreement.
2. Upon request of an exporting Party, an importing Party shall provide information to the exporting Party with respect to the administration of the tariff rate quotas of the importing Party.

### ARTICLE 2.18: PRICE BAND SYSTEM

Except as otherwise provided in this Agreement, Colombia may apply the Andean Price Band System established in *Decision 371 of the Andean Community* and its modifications, or subsequent systems for agricultural goods covered by such Decision.

### ARTICLE 2.19: EXPORT SUBSIDIES AND OTHER EQUIVALENT EFFECT MEASURES

1. Upon entry into force of this Agreement, no Party shall maintain, introduce or reintroduce export subsidies or other measures with equivalent effect on agricultural goods included in Annex 2-B, and destined to the territory of the other Party.
2. If either Party maintains, introduces or re-introduces export subsidies on a product included in Annex 2-B, the importing party will ask by written request to the exporting party to initiate consultations in order to review whether or not there is an export subsidy. If after 90 days from the request for consultations, the export subsidy is confirmed and it is not suspended by the exporting party, and no mutually satisfactory solution is agreed upon, the importing Party may increase the rate of duty on imports to the tariff of Most Favored Nation (MFN), applied for the period in which the export subsidy is in force. For the extra tariff to be removed, the other Party shall provide detailed information demonstrating that the applied subsidy has been removed.
3. Export subsidies, as mentioned above, shall be defined in accordance with Article 9 to the WTO Agreement on Agriculture (or any successor agreement to which both Israel and Colombia are parties).
4. Any measure taken by one of the Parties under this Article should be carried out in accordance with its domestic legislation and its procedures should be consistent with the WTO rules.

**ANNEX 2-C**  
**NATIONAL TREATMENT, CUSTOMS DUTIES ON EXPORTS AND IMPORTS, AND  
EXPORT RESTRICTIONS**

1. With respect to Article 2.3 (National Treatment) Colombia will maintain the measures relating to the taxation of alcoholic beverages pursuant to the *Impuesto al Consumo* provided for in *Law No. 788 of 27 December 2002 and Law No. 223 of 22 December 1995* (for no longer than 1 year after the entry into force of this Agreement).
2. With respect to Colombia, Article 2.12 (Import and export restrictions) shall not apply to:
  - (a) a contribution required on the export of coffee pursuant to *Law No. 101 of 1993*; and
  - (b) a contribution required on the export of emeralds pursuant to *Law No. 488 of 1998*.
3. With respect to Colombia, Article 2.12 (Import and export restrictions) shall not apply to:
  - (a) controls on the export of coffee pursuant to *Law No. 9 of 17 January 1991*;
  - (b) goods as provided in Chapter II of Decree 925 of 2013.
4. With respect to Israel:
  - (a) Articles 2.11 (Customs duties on exports) and 2.12 (Import and export restrictions) shall not apply to controls and charges maintained by Israel on the export of metal waste and scrap.

**ANNEX 2-A:  
GRADUAL TARIFF ELIMINATION SCHEDULES FOR INDUSTRIAL GOODS**

Legend:

<b>Tariff Reduction Category</b>	<b>Preferential Treatment</b>
G-3	Customs duties shall be eliminated in three (3) equal cuts, beginning on the date this Agreement enters into force. The remaining cuts shall be made on January 1st of the successive years and shall be duty-free thereafter.
G-5	Customs duties shall be eliminated in five (5) equal cuts, beginning on the date this Agreement enters into force. The remaining cuts shall be made on January 1st of the successive years and shall be duty-free thereafter.
G-7	Customs duties shall be eliminated in seven (7) equal cuts, beginning on the date this Agreement enters into force. The remaining cuts shall be made on January 1st of the successive years and shall be duty-free thereafter.
G-10	Customs duties shall be eliminated in ten (10) equal cuts, beginning on the date this Agreement enters into force. The remaining cuts shall be made on January 1st of the successive years and shall be duty-free thereafter.

1. The base rate of customs duties and staging category for determining the interim rate of customs duties at each stage of reduction for an item are indicated for the items in each Party's Schedule.
2. For purposes of this Annex and a Party's Schedule, **year one** means the year this Agreement enters into force as provided in Article 15.3 (Final Provisions).
3. For purposes of this Annex and a Party's Schedule, beginning in year two, each annual stage of tariff reduction shall take effect on January 1st of the relevant year.

**SECTION 1-A: GRADUAL TARIFF ELIMINATION BY COLOMBIA TO GOODS ORIGINATING  
IN ISRAEL**

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
2817001000	- Zinc oxide	5	G-5
2827491000	- - - Of aluminium	5	G-5
2833250000	- - Of copper	5	G-5
2833295000	- - - Of chrome	5	G-5
2835260000	- - Other phosphates of calcium	5	G-5
2915392100	- - - - Propyl acetate	5	G-5
2915393000	- - - Amyl and isoamyl acetates	5	G-5
2915399010	- - - - Isobutyl acetate	5	G-5
2917122000	- - - Salts and esters	5	G-5
2917192000	- - - Salts, esters and other derivatives of maleic acid	5	G-5
2917193000	- - - Fumaric acid	5	G-5
2917320000	- - Dioctyl orthophthalates	10	G-7
2917330000	- - Dinonyl or didecyl orthophthalates	10	G-7
2917341000	- - - Dimethyl or diethyl orthophthalates	10	G-7
2917342000	- - - Dibutyl orthophthalates	10	G-7
2917349000	- - - Other	10	G-7
2917350000	- - Phthalic anhydride	10	G-7
2917399000	- - - Other	5	G-5
2933710000	- - 6-Hexanelactam (epsilon-caprolactam)	5	G-5
3004101000	- - For human use	10	G-5
3004102000	- - For veterinary use	10	G-5
3004201900	- - - Other	10	G-3
3004321900	- - - - Other	10	G-5
3004322000	- - - For veterinary use	10	G-5
3004401100	- - - Anesthetic	10	G-5
3004401900	- - - Other	10	G-5
3004402000	- - For veterinary use	10	G-5
3004501000	- - For human use	10	G-3
3004902100	- - - Anesthetic	10	G-3
3005101000	- - Adhesive tapes and adhesive bandages	10	G-5
3005109000	- - Other	10	G-5
3005901000	- - Absorbent cotton	15	G-5
3005902000	- - Bandage	15	G-5
3005903100	- - - Impregnated with plaster or with other substances proper of fracture treatment	15	G-5
3005903900	- - - Other	15	G-5
3005909000	- - Other	15	G-5
3006101000	- - Sterile surgical catgut, similar sterile suture	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
	materials		
3006401000	- - Dental cements and other dental fillings	10	G-5
3006500000	- First-aid boxes and kits	15	G-7
3204110000	- - Disperse dyes and preparations based thereon	5	G-5
3204170000	- - Pigments and preparations based thereon	5	G-5
3204199000	- - - Other	5	G-5
3206190000	- - Other	5	G-5
3206200000	- Pigments and preparations based on chromium compounds	5	G-5
3206410000	- - Ultramarine and preparations based thereon	5	G-5
3206491000	- - - Concentrate dispersions of other pigments in plastic, rubber or other means	5	G-5
3206499100	- - - - Mineral blacks	5	G-5
3206499900	- - - - Other	5	G-5
3207201000	- - Vitriifiable enamels	5	G-5
3207401000	- - Glass frit	5	G-5
3208100000	- Based on polyesters	10	G-7
3208200000	- Based on acrylic or vinyl polymers	10	G-7
3208900000	- Other	10	G-7
3209100000	- Based on acrylic or vinyl polymers	10	G-10
3209900000	- Other	10	G-7
3210001000	- Anticorrosive and antiincrustating marine paints	10	G-7
3210002000	- Water pigments of a kind used for finishing leather	10	G-10
3210009000	- Other	10	G-10
3211000000	Prepared driers.	10	G-5
3212901000	- - Pigments (including metallic powders and flakes) dispersed in non-aqueous media, in liquid or paste form, of a kind used in the manufacture of paints	5	G-5
3212902000	- - Dyes and other colouring matters put up in forms or packings for retail sale	10	G-10
3213101000	- - Water-paints (aquarelle)	15	G-10
3213109000	- - Other	15	G-10
3213900000	- Other	15	G-5
3214101000	- - Putty, resin cements and other putties	10	G-5
3214102000	- - Plastes utilized in painting	10	G-7
3214900000	- Other	10	G-5
3215110000	- - Black	10	G-7
3215190000	- - Other	10	G-7
3215909000	- - Other	10	G-5
3303000000	Perfumes and toilet waters.	15	G-5
3304100000	- Lip make-up preparations	15	G-7
3304200000	- Eye make-up preparations	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
3304300000	- Manicure or pedicure preparations	15	G-7
3304910000	- - Powders, whether or not compressed	15	G-10
3304990000	- - Other	15	G-5
3305100000	- Shampoos	15	G-5
3305200000	- Preparations for permanent waving or straightening	15	G-10
3305300000	- Hair lacquers	15	G-7
3305900000	- Other	15	G-5
3306100000	- Dentifrices	15	G-7
3306200000	- Yarn used to clean between the teeth (dental floss)	15	G-7
3306900000	- Other	15	G-7
3307100000	- Pre-shave, shaving or after-shave preparations	15	G-5
3307200000	- Personal deodorants and antiperspirants	15	G-7
3307300000	- Perfumed bath salts and other bath preparations	15	G-5
3307410000	- - «Agarbatti» and other odoriferous preparations which operate by burning	15	G-7
3307490000	- - Other	15	G-7
3307901000	- - Solutions for contact lens or artificial eyes	15	G-5
3307909000	- - Other	15	G-5
3401110000	- - For toilet use (including medicated products)	15	G-5
3401191000	- - - In the form of bars, cakes, moulded pieces or shapes	15	G-7
3401199000	- - - Other	15	G-7
3401200000	- Soap in other forms	15	G-7
3401300000	- Organic surface-active products and preparations for washing the skin, in the form of liquid or cream and put up for retail sale, whether or not containing soap	15	G-7
3402111000	- - - Sulphates and sulphonates derived from fatty alcohols	15	G-5
3402119000	- - - Other	15	G-5
3402129000	- - - Other	15	G-7
3402131000	- - - Obtained from the condensation of ethylene oxide with mixtures of lineal alcohols of eleven carbons or more	15	G-5
3402139000	- - - Other, non-ionics	15	G-5
3402199000	- - - Other	15	G-5
3402200000	- Preparations put up for retail sale	15	G-7
3402901000	- - Detergents for the textile industry	15	G-5
3402909900	- - - Other	15	G-5
3403190000	- - Other	5	G-5
3404909000	- - Other	5	G-5
3405100000	- Polishes, creams and similar preparations for	15	G-10

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
	footwear or leather		
3405200000	- Polishes, creams and similar preparations for the maintenance of wooden furniture, floors or other woodwork	15	G-7
3405300000	- Polishes and similar preparations for coachwork, other than metal polishes	15	G-7
3405400000	- Scouring pastes and powders and other scouring preparations	15	G-7
3405900000	- Other	15	G-10
3406000000	Candles, tapers and the like.	15	G-5
3407001000	- Modelling pastes	10	G-7
3506100000	- Products suitable for use as glues or adhesives, put up for retail sale as glues or adhesives, not exceeding a net weight of 1 kg	10	G-7
3506910000	- - Adhesives based on polymers of headings 39.01 to 39.13 or on rubber	10	G-7
3506990000	- - Other	10	G-7
3605000000	Matches, other than pyrotechnic articles of heading No. 36.04.	15	G-10
3606100000	- Liquid or liquefied-gas fuels in containers of a kind used for filling or refilling cigarette or similar lighters and of a capacity not exceeding 300 cm <sup>3</sup>	15	G-7
3707900000	- Other	10	G-5
3806909000	- - Other	5	G-5
3809910000	- - Of a kind used in the textile or like industries	5	G-5
3812309000	- - Other	10	G-10
3824909900	- - - Other	5	G-5
3826000000	Biodiesel and mixtures thereof, not containing or containing less than 70 % by weight of petroleum oils or oils obtained from bituminous minerals	5	G-5
3902100000	- Polypropylene	5	G-5
3902300000	- Propylene copolymers	5	G-5
3903190000	- - Other	10	G-7
3903900000	- Other	10	G-7
3904101000	- - Obtained by polymerization in emulsion	10	G-7
3904102000	- - Obtained by polymerization in suspension	10	G-7
3904210000	- - Non-plasticised	10	G-7
3904220000	- - Plasticised	10	G-7
3904301000	- - Not mixed with any other substances	10	G-7
3905120000	- - In aqueous dispersion	10	G-7
3905190000	- - Other	10	G-7
3905210000	- - In aqueous dispersion	10	G-7
3906902900	- - - Other	5	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
3906909000	- - Other	10	G-7
3907203000	- - Poliethers polioles derivated from propylene oxide	10	G-7
3907309000	- - Other	10	G-7
3907500000	- Alkyd resins	10	G-7
3907609000	- - Other	10	G-7
3907910000	- - Unsaturated	10	G-7
3907990000	- - Other	10	G-7
3908101000	- - Polyamide -6 (polycaprolactam)	10	G-7
3908900000	- Other	10	G-5
3909109000	- - Other	10	G-7
3909201090	- - - Other	10	G-7
3909209000	- - Other	10	G-7
3909300090	- - Other	10	G-5
3909400000	- Phenolic resins	10	G-7
3912310000	- - Carboxymethylcellulose and its salts	5	G-5
3915100000	- Of polymers of ethylene	10	G-7
3915200000	- Of polymers of styrene	5	G-5
3915300000	- Of polymers of vinyl chloride	10	G-10
3915900000	- Of other plastics	10	G-7
3916100000	- Of polymers of ethylene	10	G-7
3916200000	- Of polymers of vinyl chloride	10	G-7
3916900000	- Of other plastics	10	G-7
3917219000	- - - Other	5	G-5
3917239000	- - - Other	10	G-7
3917299900	- - - - Other	10	G-7
3917310000	- - Flexible tubes, pipes and hoses, having a minimum burst pressure of 27.6 MPa	10	G-7
3917321000	- - - Artificial guts, other than those of subheading 3917.10	10	G-7
3917329900	- - - - Other	10	G-7
3917331000	- - - For irrigation systems; drip, spray or others	10	G-5
3917339000	- - - Other	10	G-7
3917399000	- - - Other	10	G-5
3917400000	- Fittings	10	G-7
3918101000	- - Floor coverings	10	G-7
3918901000	- - Floor coverings	10	G-7
3918909000	- - Other	5	G-5
3919100000	- In rolls of a width not exceeding 20 cm	10	G-5
3919901100	- - - In rolls of a width not exceeding 1 m	10	G-5
3919901900	- - - Other	10	G-5
3919909000	- - Other	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
3920100000	- Of polymers of ethylene	10	G-7
3920201090	- - - Other	10	G-7
3920209000	- - Other	10	G-7
3920301000	- - Of a caliper of 5 mm or less	5	G-5
3920309000	- - Other	5	G-5
3920430000	- - Containing by weight not less than 6% of plasticisers	10	G-7
3920490000	- - Other	10	G-7
3920620090	- - - Other	10	G-7
3920630000	- - Of unsaturated polyesters	10	G-5
3920940000	- - Of phenolic resins	10	G-7
3920990000	- - Of other plastics	10	G-7
3921110000	- - Of polymers of styrene	5	G-5
3921120000	- - Of polymers of vinyl chloride	10	G-7
3921130000	- - Of polyurethanes	10	G-7
3921199000	- - - Other	10	G-7
3921901000	- - Obtained by stratification and lamination of papers	10	G-7
3921909000	- - Other	10	G-7
3922109000	- - Other	10	G-7
3922200000	- Lavatory seats and covers	10	G-7
3923101000	- - For cassettes, CD, DVD and similars	15	G-7
3923109000	- - Other	15	G-10
3923210000	- - Of polymers of ethylene	15	G-7
3923291000	- - - Blood collection bags	15	G-5
3923292000	- - - Bags for packaging parenteral solutions	15	G-5
3923299000	- - - Other	15	G-7
3923302000	- - Preforms	10	G-5
3923309100	- - - Capacity greater than or equal to 18.9 liters (5 gallons)	15	G-7
3923309900	- - - Other	15	G-7
3923401000	- - Cassettes without tape	15	G-5
3923409000	- - Other	15	G-5
3923501000	- - Silicone stoppers	10	G-5
3923509000	- - Other	15	G-5
3923900000	- Other	15	G-5
3924101000	- - Nursing bottles	15	G-5
3924109000	- - Other	15	G-7
3924900000	- Other	15	G-7
3925100000	- Reservoirs, tanks, vats and similar containers, of a capacity exceeding 300 l	10	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
3925300000	- Shutters, blinds (including Venetian blinds) and similar articles and parts thereof	10	G-7
3925900000	- Other	10	G-7
3926100000	- Office or school supplies	15	G-7
3926200000	- Articles of apparel and clothing accessories (including gloves, mittens and mitts)	15	G-7
3926300000	- Fittings for furniture, coachwork or the like	10	G-7
3926400000	- Statuettes and other ornamental articles	15	G-7
3926901000	- - Buoys and floats for fishing nets	15	G-5
3926902000	- - Walebone and similar for corsets, clothes and complement thereof	10	G-5
3926903000	- - Screw, bolts, washers and parts of general use	10	G-5
3926904000	- - Gasket, washers and other seals	10	G-7
3926906000	- - Antinoise protectors	15	G-5
3926907000	- - Special masks for workers protection	15	G-5
3926909090	- - - Other	10	G-10
4003000000	Reclaimed rubber in primary forms or in plates, sheets or strip.	5	G-5
4004000000	Waste, parings and scrap of rubber (other than hard rubber) and powders and granules obtained therefrom.	5	G-5
4005100000	- Compounded with carbon black or silica	10	G-5
4005200000	- Solutions, dispersions, except those of subheading 4005.10	10	G-5
4005919000	- - - Las demás	10	G-5
4005999000	- - - Other	5	G-5
4006100000	- "Camel-back" strips for retreading rubber tyres	5	G-5
4008112000	- - - Combined with other materials	5	G-5
4008190000	- - Other	5	G-5
4008211000	- - - Not combined with other materials	10	G-7
4008212900	- - - - Other	10	G-7
4008290000	- - Other	5	G-5
4009310000	- - Without fittings	5	G-5
4009320000	- - With fittings	5	G-5
4009410000	- - Without fittings	5	G-5
4010120000	- - Reinforced only with textile materials	5	G-5
4010390000	- - Other	5	G-5
4011101000	- - Radial	10	G-7
4011109000	- - Other	10	G-7
4011201000	- - Radial	10	G-7
4011209000	- - Other	10	G-7
4011940000	- - Of a kind used on construction or industrial handling vehicles and machines and having a rim	10	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
	size exceeding 61cm		
4012110000	- - Of a kind used on motor cars (including station wagons and racing cars)	5	G-5
4012120000	- - Of a kind used on buses or lorries	10	G-7
4012190000	- - Other	5	G-5
4012200000	- Used pneumatic tyres	5	G-5
4012901000	- - Tyre flaps	5	G-5
4012904100	- - - For retreading	10	G-7
4012904900	- - - Other	5	G-5
4013100000	- Of a kind used on motor cars (including station wagons and racing cars), buses or lorries	10	G-7
4013900000	- Other	10	G-7
4014900000	- Other	15	G-5
4015110000	- - Surgical	15	G-10
4015199000	- - - Other	15	G-10
4015909000	- - Other	15	G-7
4016100000	- Of cellular rubber	15	G-5
4016910000	- - Floor coverings and mats	15	G-7
4016920000	- - Erasers	15	G-5
4016930000	- - Gaskets, washers and other seals	15	G-5
4016940000	- - Boat or dock fenders, whether or not inflatable	15	G-7
4016952000	- - - Bags for vulcanizer and retread machines of pneumatic tyres	15	G-7
4016959000	- - - Other	15	G-7
4016991000	- - - Other articles for technical use	15	G-5
4016992100	- - - - Bearing dust covers	15	G-5
4016992900	- - - - Other	15	G-5
4016993000	- - - Stoppers	15	G-5
4016994000	- - - Patches for repairing inner tubes and pneumatic tyres	15	G-5
4016999000	- - - Other	15	G-7
4017000000	Hard rubber (for example, ebonite) in all forms, including waste and scrap; articles of hard rubber.	5	G-5
4107110000	- - Full grains, unsplit	10	G-5
4107120000	- - Grain splits	10	G-5
4107190000	- - Other	10	G-5
4107920000	- - Grain splits	10	G-5
4113900000	- Other	5	G-5
4114100000	- Chamois (including combination chamois) leather	10	G-5
4114200000	- Patent leather and patent laminated leather; metallised leather	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
4115100000	- Composition leather with a basis of leather or leather fibre, in slabs, sheets or strip, whether or not in rolls	5	G-5
4201000000	Saddlery and harness for any animal (including traces, leads, knee pads, muzzles, saddle cloths, saddle bags, dog coats and the like), of any material.	10	G-5
4202111000	- - - Trunks, suit-cases, vanity cases	15	G-7
4202119000	- - - Other	15	G-7
4202121000	- - - Trunks, suit-cases, vanity-cases.	15	G-5
4202129000	- - - Other	15	G-5
4202210000	- - With outer surface of leather, of composition leather or of patent leather	15	G-7
4202220000	- - With outer surface of plastic sheeting or of textile materials	15	G-7
4202290000	- - Other	15	G-7
4202310000	- - With outer surface of leather, of composition leather or of patent leather	15	G-7
4202320000	- - With outer surface of plastic sheeting or of textile materials	15	G-7
4202390000	- - Other	15	G-7
4202911000	- - - Travelling bags and rucksacks	15	G-7
4202919000	- - - Other	15	G-7
4202920000	- - With outer surface of plastic sheeting or of textile materials	15	G-3
4202991000	- - - Travelling bags and rucksacks	15	G-5
4202999000	- - - Other	15	G-3
4203100000	- Articles of apparel	15	G-7
4203210000	- - Specially designed for use in sports	15	G-7
4203290000	- - Other	15	G-7
4203300000	- Belts and bandoliers	15	G-7
4203400000	- Other clothing accessories	15	G-7
4206009000	- Other	10	G-5
4303101000	- - Of alpaca	15	G-7
4303109000	- - Other	15	G-7
4303901000	- - Of alpaca	15	G-7
4303909000	- - Other	15	G-10
4304000000	Artificial fur and articles thereof.	15	G-7
4409291000	- - - Strips and friezes for parquet flooring, not assembled	10	G-5
4409292000	- - - Moulded wood	10	G-5
4409299000	- - - Other	10	G-5
4410110000	- - Particle board	10	G-5
4410190000	- - Other	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
4410900000	- Other	10	G-5
4411120000	-- Of a thickness not exceeding 5 mm	10	G-5
4411130000	-- Of a thickness exceeding 5 mm but not exceeding 9 mm	10	G-5
4411140000	-- Of a thickness exceeding 9 mm	5	G-5
4411920000	-- Of a density exceeding 0,8 g/cm <sup>3</sup>	5	G-5
4412310000	-- With at least one outer ply of tropical wood specified in Subheading Note 1 to this Chapter	10	G-5
4412320000	-- Other, with at least one outer ply of non-coniferous wood	10	G-5
4412390000	-- Other	10	G-5
4412990000	-- Other	10	G-5
4413000000	Densified wood, in blocks, plates, strips or profile shapes.	10	G-5
4414000000	Wooden frames for paintings, photographs, mirrors or similar objects.	10	G-5
4415100000	- Cases, boxes, crates, drums and similar packings; cable-drums	10	G-5
4417001000	- Tools	10	G-5
4417009000	- Other	10	G-5
4418100000	- Windows, French-windows and their frames	10	G-5
4418200000	- Doors and their frames and thresholds	10	G-5
4418400000	- Shuttering for concrete constructional work	10	G-5
4418500000	- Shingles and shakes	10	G-5
4418710000	-- For mosaic floors	10	G-5
4418720000	-- Other, multilayer	10	G-5
4418790000	-- Other	10	G-5
4419000000	Tableware and kitchenware, of wood.	15	G-10
4420100000	- Statuettes and other ornaments, of wood	15	G-7
4420900000	- Other	15	G-7
4421100000	- Clothes hangers	10	G-5
4421909000	-- Other	10	G-5
4601210000	-- Of bamboo	15	G-10
4601220000	-- Of rattan	15	G-7
4601290000	-- Other	15	G-10
4601920000	-- Of bamboo	15	G-10
4601930000	-- Of rattan	15	G-7
4601940000	-- Of other vegetable materials	15	G-7
4601990000	-- Other	15	G-7
4602110000	-- Of bamboo	15	G-7
4602120000	-- Of rattan	15	G-7
4602190000	-- Other	15	G-10
4602900000	- Other	15	G-10

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
4802540000	- - Weighing less than 40 g/m2	10	G-5
4802559000	- - - Other	10	G-5
4802569000	- - - Other	15	G-7
4802579000	- - - Other	10	G-5
4802581000	- - - In coils (rolls)	5	G-5
4802589000	- - - Other	10	G-5
4802619000	- - - Other	10	G-5
4802620000	- - In leaves in which one side is less than or equal to 435 mm and the other is less than or equal to 297 mm, measured unfolded	15	G-7
4802699000	- - - Other	10	G-5
4803001000	- Cellulose wadding and webs of cellulose fibres	10	G-5
4803009000	- Other	10	G-5
4804110000	- - Unbleached	10	G-5
4804190000	- - Other	10	G-5
4804210000	- - Unbleached	10	G-5
4804290000	- - Other	10	G-5
4804310000	- - Unbleached	10	G-5
4804390000	- - Other	10	G-5
4804419000	- - - Other	10	G-5
4804420000	- - Bleached uniformly throughout the mass and of which more than 95% by weight of the total fibre content consists of wood fibres obtained by a chemical process	10	G-5
4804490000	- - Other	10	G-5
4804510000	- - Unbleached	10	G-5
4804520000	- - Bleached uniformly throughout the mass and of which more than 95 % by weight of the total fibre content consists of wood obtained by a chemical process	10	G-5
4804590000	- - Other	10	G-5
4805110000	- - Semi-chemical fluting paper	10	G-5
4805190000	- - Other	10	G-5
4805240000	- - Weighing 150 g/m2 or less	10	G-5
4805250000	- - Weighing more than 150 g/m2	10	G-5
4805300000	- Sulphite wrapping paper	10	G-5
4805913000	- - - Multi-layer paper and paperboard (other than those in subheadings 4805.12, 4805.19, 4805.24 or 4805.25)	10	G-5
4805919000	- - - Other	10	G-5
4805922000	- - - Multi-layer paper and paperboard (other than those in subheadings 4805.12, 4805.19, 4805.24 or 4805.25)	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
4805929000	- - - Other	10	G-5
4805932000	- - - Multi-layer paper and paperboard (other than those in subheadings 4805.12, 4805.19, 4805.24 o 4805.25)	10	G-5
4805933000	- - - Rigid paperboard with an specific gravity more than 1	10	G-5
4805939000	- - - Other	10	G-5
4808100000	- Corrugated paper and paperboard, whether or not perforated	10	G-5
4808400000	- kraft paper, creped or crinkled, whether or not embossed or perforated	10	G-5
4808900000	- Other	10	G-5
4810131900	- - - - Other	10	G-5
4810132000	- - - Weighing more than 150 g/m <sup>2</sup>	10	G-5
4810149000	- - - Other	10	G-5
4810190000	- - Other	10	G-5
4810290000	- - Other	10	G-5
4810320000	- - Bleached uniformly throughout the mass and of which more than 95 % by weight of the total fibre content consists of wood fibres obtained by a chemical process, and weighing more than 150 g/m <sup>2</sup>	10	G-5
4810390000	- - Other	10	G-5
4810920000	- - Multi-ply	10	G-5
4810990000	- - Other	10	G-5
4811411000	- - - In rolls of a width exceeding 15 cm; or rectangular (including square) sheets with one side exceeding 36 cm and the other side exceeding 15 cm, in the unfolded state.	10	G-5
4811419000	- - - Other	10	G-5
4811593000	- - - Impregnated paper with melamine resins, whether or not decorated or printed	10	G-5
4811599000	- - - Los demás	10	G-7
4811609000	- - Other	10	G-7
4813100000	- In the form of booklets or tubes	15	G-7
4813200000	- In rolls of a widht not exceeding 5 cm	15	G-7
4813900000	- Other	15	G-7
4816200000	- Self-copy paper	15	G-5
4816900000	- Other	15	G-7
4817100000	- Envelopes	15	G-7
4817200000	- Letter cards, plain postcards and correspondence cards	15	G-7
4817300000	- Boxes, pouches, wallets and writing compendiums, of paper or paperboard, containing an assortment of paper stationery	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
4818100000	- Toilet paper	15	G-10
4818200000	- Handkerchiefs, cleansing or facial tissues and towels	15	G-7
4818300000	- Tablecloths and serviettes	15	G-10
4818500000	- Articles of apparel and clothin accessories	15	G-10
4818900000	- Other	15	G-7
4819100000	- Cartons, boxes and cases, of corrugated paper or paperboard	10	G-7
4819200000	- Folding cartons, boxes and cases, of non-corrugated paper or paperboard	10	G-7
4819301000	- - Multifolded	10	G-7
4819309000	- - Other	10	G-7
4819400000	- Other sacks and bags, including cones	10	G-7
4819500000	- Other packing containers, including record sleeves	10	G-7
4819600000	- Box files, letter trays, storage boxes and similar articles, of a kind used in offices, shops or the like	10	G-7
4820100000	- Registers, account books, note books, order books, receipt books, letter pads, memorandum pads, diaries and similar articles	15	G-7
4820200000	- Exercise books	15	G-7
4820300000	- Binders (other than book covers), folders and file covers	15	G-7
4820401000	- - Forms known as "continuos"	15	G-7
4820409000	- - Other	15	G-7
4820500000	- Albums for samples or for collections	15	G-7
4820901000	- - Forms known as "continuos", not printed	15	G-7
4820909000	- - Other	15	G-7
4821100000	- Printed	10	G-7
4821900000	- Other	10	G-7
4822100000	- Of a kind used for winding textile yarn	10	G-5
4822900000	- Other	10	G-5
4823690000	- - Other	15	G-5
4823700000	- Moulded or pressed articles of paper pulp	5	G-5
4823909000	- - Other	10	G-5
4901101000	- - Horoscopes, photo romance novels and comics	15	G-7
4901991000	- - - Horoscopes, photo romance novels and comics	15	G-5
4902901000	- - Horoscopes, photo romance novels and comics	15	G-7
4903000000	Children's picture, drawing or colouring books.	15	G-10
4907001000	- Unused postage, revenue or similar stamps of current or new issue in the country to which they are destined; stamp-impressed paper	15	G-7
4907003000	- Books of travellers' cheques of foreign credit stores	15	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
4907009000	- Other	15	G-5
4908100000	- Transfers (decalcomanias), vitrifiable	15	G-7
4908909000	- - Other	15	G-7
4909000000	Printed or illustrated postcards; printed cards bearing personal greetings, messages or announcements, whether or not illustrated, with or without envelopes or trimmings.	15	G-7
4910000000	Calendars of any kind, printed, including calendar blocks.	15	G-7
4911100000	- Trade advertising material, commercial catalogues and the like	15	G-7
4911910000	- - Pictures, designs and photographs	15	G-7
4911990000	- - Other	15	G-7
5109100000	- Containing 85 % or more by weight of wool or of fine animal hair	15	G-7
5109900000	- Other	15	G-7
5111111000	- - - Of wool	10	G-5
5112111000	- - - Of wool	10	G-5
5112191000	- - - Of wool	10	G-5
5112301000	- - Of wool	10	G-5
5112901000	- - Of wool	10	G-5
5204110000	- - Containing 85 % or more by weight of cotton	10	G-5
5204200000	- Put up for retail sale	15	G-7
5205110000	- - Measuring 714.29 decitex or more (not exceeding 14 metric number)	10	G-5
5205120000	- - Measuring less than 714.29 decitex but not less than 232.56 decitex (exceeding 14 metric number but not exceeding 43 metric number)	10	G-5
5205130000	- - Measuring less than 232.56 decitex but not less than 192.31 decitex (exceeding 43 metric number but not exceeding 52 metric number)	10	G-5
5205140000	- - Measuring less than 192.31 decitex but not less than 125 decitex (exceeding 52 metric number but not exceeding 80 metric number)	10	G-5
5205210000	- - Measuring 714.29 decitex or more (not exceeding 14 metric number)	10	G-5
5205220000	- - Measuring less than 714.29 decitex but not less than 232.56 decitex (exceeding 14 metric number but not exceeding 43 metric number)	10	G-5
5205230000	- - Measuring less than 232.56 decitex but not less than 192.31 decitex (exceeding 43 metric number but not exceeding 52 metric number)	10	G-5
5205240000	- - Measuring less than 192.31 decitex but not less than 125 decitex (exceeding 52 metric number but not exceeding 80 metric number)	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
5205260000	- - Measuring less than 125 decitex but not less than 106.38 decitex (exceeding 80 metric number but not exceeding 94 metric number)	10	G-5
5205310000	- - Measuring per single yarn 714.29 decitex or more (not exceeding 14 metric number per single yarn)	10	G-5
5205320000	- - Measuring per single yarn less than 714.29 decitex but not less than 232.56 decitex (exceeding 14 metric number but not exceeding 43 metric number per single yarn)	10	G-5
5205330000	- - Measuring per single yarn less than 232.56 decitex but not less than 192.31 decitex (exceeding 43 metric number but not exceeding 52 metric number per single yarn)	10	G-5
5205340000	- - Measuring per single yarn less than 192.31 decitex but not less than 125 decitex (exceeding 52 metric number but not exceeding 80 metric number per single yarn)	10	G-5
5205350000	- - Measuring per single yarn less than 125 decitex (exceeding 80 metric number per single yarn)	10	G-5
5205410000	- - Measuring per single yarn 714.29 decitex or more (not exceeding 14 metric number per single yarn)	10	G-5
5205420000	- - Measuring per single yarn less than 714.29 decitex but not less than 232.56 decitex (exceeding 14 metric number but not exceeding 43 metric number per single yarn)	10	G-5
5205430000	- - Measuring per single yarn less than 232.56 decitex but not less than 192.31 decitex (exceeding 43 metric number but not exceeding 52 metric number per single yarn)	10	G-5
5205440000	- - Measuring per single yarn less than 192.31 decitex but not less than 125 decitex (exceeding 52 metric number but not exceeding 80 metric number per single yarn)	10	G-5
5205460000	- - Measuring per single yarn less than 125 decitex but not less than 106.38 decitex (exceeding 80 metric number but not exceeding 94 metric number per single yarn)	10	G-5
5205470000	- - Measuring per single yarn less than 106.38 decitex but not less than 83.33 decitex (exceeding 94 metric number but not exceeding 120 metric number per single yarn)	10	G-5
5206220000	- - Measuring less than 714.29 decitex but not less than 232.56 decitex (exceeding 14 metric number but not exceeding 43 metric number)	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
5206230000	- - Measuring less than 232.56 decitex but not less than 192.31 decitex (exceeding 43 metric number but not exceeding 52 metric number)	10	G-5
5206240000	- - Measuring less than 192.31 decitex but not less than 125 decitex (exceeding 52 metric number but not exceeding 80 metric number)	10	G-5
5206310000	- - Measuring per single yarn 714.29 decitex or more (not exceeding 14 metric number per single yarn)	10	G-5
5206410000	- - Measuring per single yarn 714.29 decitex or more (not exceeding 14 metric number per single yarn)	10	G-5
5206450000	- - Measuring per single yarn less than 125 decitex (exceeding 80 metric number per single yarn)	10	G-5
5207100000	- Containing 85 % or more by weight of cotton	15	G-7
5207900000	- Other	15	G-5
5208110000	- - Plain weave, weighing not more than 100 g/m <sup>2</sup>	10	G-5
5208120000	- - Plain weave, weighing more than 100 g/m <sup>2</sup>	10	G-5
5208130000	- - 3-thread or 4-thread twill, including cross twill	10	G-5
5208190000	- - Other fabrics	10	G-5
5208219000	- - - Other	10	G-5
5208220000	- - Plain weave, weighing more than 100 g/m <sup>2</sup>	10	G-5
5208230000	- - 3-thread or 4-thread twill, including cross twill	10	G-5
5208290000	- - Other fabrics	10	G-5
5208310000	- - Plain weave, weighing not more than 100 g/m <sup>2</sup>	10	G-5
5208320000	- - Plain weave, weighing more than 100 g/m <sup>2</sup>	10	G-5
5208330000	- - 3-thread or 4-thread twill, including cross twill	10	G-3
5208390000	- - Other fabrics	10	G-3
5208410000	- - Plain weave, weighing not more than 100 g/m <sup>2</sup>	10	G-5
5208420000	- - Plain weave, weighing more than 100 g/m <sup>2</sup>	10	G-5
5208430000	- - 3-thread or 4-thread twill, including cross twill	10	G-5
5208490000	- - Other fabrics	10	G-5
5208510000	- - Plain weave, weighing not more than 100 g/m <sup>2</sup>	10	G-5
5208520000	- - Plain weave, weighing more than 100 g/m <sup>2</sup>	10	G-5
5208591000	- - - 3-thread or 4-thread twill, including cross twill	10	G-5
5208599000	- - - Other	10	G-5
5209110000	- - Plain weave	10	G-5
5209120000	- - 3-thread or 4-thread twill, including cross twill	10	G-5
5209190000	- - Other fabrics	10	G-5
5209210000	- - Plain weave	10	G-5
5209220000	- - 3-thread or 4-thread twill, including cross twill	10	G-5
5209290000	- - Other fabrics	10	G-5
5209310000	- - Plain weave	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
5209320000	-- 3-thread or 4-thread twill, including cross twill	10	G-5
5209390000	-- Other fabrics	10	G-5
5209410000	-- Plain weave	10	G-5
5209420000	-- Denim	10	G-5
5209430000	-- Other fabrics of 3-thread or 4-thread twill, including cross twill	10	G-5
5209490000	-- Other fabrics	10	G-5
5209510000	-- Plain weave	10	G-5
5209520000	-- 3-thread or 4-thread twill, including cross twill	10	G-5
5209590000	-- Other fabrics	10	G-5
5210110000	-- Plain weave	10	G-5
5210190000	-- Other fabrics	10	G-5
5210210000	-- Plain weave	10	G-5
5210290000	-- Other fabrics	10	G-5
5210310000	-- Plain weave	10	G-5
5210320000	-- 3-thread or 4-thread twill, including cross twill	10	G-5
5210390000	-- Other fabrics	10	G-5
5210410000	-- Plain weave	10	G-5
5210490000	-- Other fabrics	10	G-5
5210510000	-- Plain weave	10	G-5
5210590000	-- Other fabrics	10	G-5
5211110000	-- Plain weave	10	G-5
5211120000	-- 3-thread or 4-thread twill, including cross twill	10	G-5
5211190000	-- Other fabrics	10	G-5
5211200000	- Bleached	10	G-5
5211310000	-- Plain weave	10	G-5
5211320000	-- 3-thread or 4-thread twill, including cross twill	10	G-5
5211390000	-- Other fabrics	10	G-5
5211410000	-- Plain weave	10	G-5
5211420000	-- Denim	10	G-5
5211430000	-- Other fabrics of 3-thread or 4-thread twill, including cross twill	10	G-5
5211490000	-- Other fabrics	10	G-5
5211510000	-- Plain weave	10	G-5
5211520000	-- 3-thread or 4-thread twill, including cross twill	10	G-5
5211590000	-- Other fabrics	10	G-5
5212230000	-- Dyed	10	G-5
5303100000	- Jute and other textile bast fibres, raw or retted	10	G-5
5303903000	-- Jute	10	G-5
5303909000	-- Other	10	G-5
5308900000	- Other	10	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
5311000000	Woven fabrics of other vegetable textile fibres; woven fabrics of paper yarn.	10	G-7
5401101000	- - Put up for retail sale	15	G-7
5401109000	- - Other	10	G-5
5401201000	- - Put up for retail sale	15	G-7
5402199000	- - - Other	10	G-10
5402200000	- High tenacity yarn of polyesters	10	G-10
5402310000	- - Of nylon or other polyamides, measuring per single yarn not more than 50 tex	10	G-7
5402330000	- - Of polyesters	10	G-10
5402340000	- - Of polypropylene	10	G-10
5402450000	- - Other, of nylon or other polyamides	10	G-7
5402460000	- - Other, of polyesters, partially oriented	10	G-10
5402470000	- - Other, of polyesters	10	G-10
5402480000	- - Other, of polypropylene	10	G-10
5402510000	- - Of nylon or other polyamides	10	G-10
5402520000	- - Of polyesters	10	G-7
5402610000	- - Of nylon or other polyamides	10	G-7
5402620000	- - Of polyesters	10	G-7
5406001000	- Synthetic filament yarn	15	G-7
5406009000	- Artificial filament yarn	15	G-7
5407109000	- - Other	10	G-7
5407200000	- Woven fabrics obtained from strip or the like	10	G-5
5407410000	- - Unbleached or bleached	10	G-7
5407420000	- - Dyed	10	G-5
5407440000	- - Printed	10	G-7
5407510000	- - Unbleached or bleached	10	G-7
5407520000	- - Dyed	10	G-7
5407530000	- - Of yarns of different colours	10	G-7
5407540000	- - Printed	10	G-7
5407610000	- - Containing 85 % or more by weight of non- textured polyester filaments	10	G-7
5407690000	- - Other	10	G-7
5407719000	- - - Other	10	G-5
5407720000	- - Dyed	10	G-5
5407730000	- - Of yarns of different colours	10	G-7
5407740000	- - Printed	10	G-7
5407810000	- - Unbleached or bleached	10	G-10
5407820000	- - Dyed	10	G-5
5407830000	- - Of yarns of different colours	10	G-10
5407840000	- - Printed	10	G-10
5407910000	- - Unbleached or bleached	10	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
5407920000	- - Dyed	10	G-7
5407930000	- - Of yarns of different colours	10	G-7
5407940000	- - Printed	10	G-7
5501200000	- Of polyesters	10	G-7
5503200091	- - Measuring fibers with lower to 1.7 decitex	10	G-7
5503200099	- - - Other	10	G-7
5503400000	- Of polypropylene	10	G-5
5506200000	- Of polyesters	10	G-7
5508101000	- - Put up for retail sale	10	G-5
5508109000	- - Other	10	G-5
5509210000	- - Single yarn	10	G-5
5509220000	- - Multiple (folded) or cabled yarn	10	G-5
5509310000	- - Single yarn	10	G-5
5509320000	- - Multiple (folded) or cabled yarn	10	G-5
5509510000	- - Mixed mainly or solely with artificial staple fibres	10	G-5
5509530000	- - Mixed mainly or solely with cotton	10	G-5
5509590000	- - Other	10	G-5
5509610000	- - Mixed mainly or solely with wool or fine animal hair	10	G-5
5509690000	- - Other	10	G-5
5509920000	- - Mixed mainly or solely with cotton	10	G-5
5510110000	- - Single yarn	10	G-5
5510300000	- Other yarn, mixed mainly or solely with cotton	10	G-5
5510900000	- Other yarn	10	G-5
5511100000	- Of synthetic staple fibres, containing 85 % or more by weight of such fibres	15	G-7
5511200000	- Of synthetic staple fibres, containing less than 85 % by weight of such fibres	15	G-5
5511300000	- Of artificial staple fibres	15	G-5
5512110000	- - Unbleached or bleached	10	G-5
5512190000	- - Other	10	G-5
5513110000	- - Of polyester staple fibres, plain weave	10	G-5
5513120000	- - 3-thread or 4-thread twill, including cross twill, of polyester staple fibres	10	G-5
5513130000	- - Other woven fabrics of polyester staple fibres	10	G-5
5513210000	- - Of polyester staple fibres, plain weave	10	G-5
5513231000	- - - 3-thread or 4-thread twill, including cross twill, of polyester staple fibres	10	G-5
5513239000	- - - Other	10	G-5
5513310000	- - Of polyester staple fibres, plain weave	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
5513391000	- - - 3-thread or 4-thread twill, including cross twill, of polyester staple fibres	10	G-5
5513392000	- - - Other woven fabrics of polyester staple fibres	10	G-5
5513410000	- - Of polyester staple fibres, plain weave	10	G-5
5513491000	- - - 3-thread or 4-thread twill, including cross twill, of polyester staple fibres	10	G-5
5513492000	- - - Other woven fabrics of polyester staple fibres	10	G-5
5514110000	- - Of polyester staple fibres, plain weave	10	G-5
5514120000	- - 3-thread or 4-thread twill, including cross twill, of polyester staple fibres	10	G-5
5514191000	- - - Other woven fabrics of polyester staple fibres	10	G-5
5514210000	- - Of polyester staple fibres, plain weave	10	G-5
5514220000	- - 3-thread or 4-thread twill, including cross twill, of polyester staple fibres	10	G-5
5514230000	- - Other woven fabrics of polyester staple fibres	10	G-5
5514290000	- - Other woven fabrics	10	G-5
5514301000	- - Of polyester staple fibres, plain weave	10	G-5
5514302000	- - 3-thread or 4-thread twill, including cross twill, of polyester staple fibres	10	G-5
5514303000	- - Other woven fabrics of polyester staple fibres	10	G-5
5514410000	- - Of polyester staple fibres, plain weave	10	G-5
5514420000	- - 3-thread or 4-thread twill, including cross twill, of polyester staple fibres	10	G-5
5514430000	- - Other woven fabrics of polyester staple fibres	10	G-5
5514490000	- - Other woven fabrics	10	G-5
5515110000	- - Mixed mainly or solely with viscose rayon staple fibres	10	G-5
5515120000	- - Mixed mainly or solely with man-made filaments	10	G-5
5515130000	- - Mixed mainly or solely with wool or fine animal hair	10	G-5
5516110000	- - Unbleached or bleached	10	G-5
5516120000	- - Dyed	10	G-5
5516140000	- - Printed	10	G-5
5516230000	- - Of yarns of different colours	5	G-5
5516330000	- - Of yarns of different colours	10	G-5
5516910000	- - Unbleached or bleached	10	G-5
5516930000	- - Of yarns of different colours	10	G-5
5601210000	- - Of cotton	10	G-5
5601220000	- - Of man-made fibres	10	G-5
5601290000	- - Other	10	G-5
5602100000	- Needleloom felt and stitch-bonded fibre fabrics	10	G-7
5602290000	- - Of other textile materials	10	G-7

Colombia's Tariff Line (2012)	Description	Base Rate	Tariff Reduction Category
5602900000	- Other	10	G-7
5603110000	-- Weighing not more than 25 g/m <sup>2</sup>	10	G-10
5603121000	--- Of polyester, impregnated with styrene-butadiene rubber containing by weight 43 g/m <sup>2</sup> or more, precut with a width not exceeding 75 mm	5	G-5
5603129000	--- Other	10	G-10
5603130000	-- Weighing more than 70 g/m <sup>2</sup> but not more than 150 g/m <sup>2</sup>	10	G-10
5603140000	-- Weighing more than 150 g/m <sup>2</sup>	10	G-10
5603910000	-- Weighing not more than 25 g/m <sup>2</sup>	10	G-7
5603920000	-- Weighing more than 25 g/m <sup>2</sup> but not more than 70 g/m <sup>2</sup>	10	G-10
5603930000	-- Weighing more than 70 g/m <sup>2</sup> but not more than 150 g/m <sup>2</sup>	10	G-10
5603940000	-- Weighing more than 150 g/m <sup>2</sup>	10	G-10
5606000000	Gimped yarn, and strip and the like of heading 54.04 or 54.05, gimped (other than those of heading 56.05 and gimped horsehair yarn); chenille yarn (including flock chenille yarn); loop wale-yarn.	10	G-5
5607210000	-- Binder or baler twine	10	G-7
5607410000	-- Binder or baler twine	10	G-7
5607490000	-- Other	10	G-7
5607500000	- Of other synthetic fibres	5	G-5
5607900000	- Other	10	G-7
5609000000	Articles of yarn, strip or the like of heading 54.04 or 54.05, twine, cordage, rope or cables, not elsewhere specified or included.	5	G-5
5701100000	- Of wool or fine animal hair	15	G-7
5701900000	- Of other textile materials	15	G-7
5702100000	- "Kelem", "Schumacks", "Karamanie" and similar hand-woven rugs	15	G-7
5702200000	- Floor coverings of coconut fibres (coir)	15	G-7
5702310000	-- Of wool or fine animal hair	15	G-7
5702320000	-- Of man-made textile materials	15	G-7
5702390000	-- Of other textile materials	15	G-7
5702410000	-- Of wool or fine animal hair	15	G-7
5702420000	-- Of man-made textile materials	15	G-7
5702490000	-- Of other textile materials	15	G-7
5702500000	- Other, not of pile construction, not made up	15	G-7
5702910000	-- Of wool or fine animal hair	15	G-7
5702920000	-- Of man-made textile materials	15	G-7
5702990000	-- Of other textile materials	15	G-7
5703100000	- Of wool or fine animal hair	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
5703200000	- Of nylon or other polyamides	15	G-7
5703300000	- Of other man-made textile materials	15	G-7
5703900000	- Of other textile materials	15	G-7
5704100000	- Tiles, having a maximum surface area of 0.3 m <sup>2</sup>	15	G-7
5704900000	- Other	15	G-7
5705000000	Other carpets and other textile floor coverings, whether or not made up.	15	G-7
5801360000	- - Chenille fabrics	10	G-5
5802190000	- - Other	10	G-5
5803009000	- Of other textile materials	10	G-7
5804100000	- Tullies and other net fabrics	10	G-5
5804210000	- - Of man-made fibres	10	G-5
5805000000	Hand-woven tapestries of the type Gobelins, Flanders, Aubusson, Beauvais and the like, and needle-worked tapestries (for example, petit point, cross stitch), whether or not made up.	15	G-7
5806200000	- Other woven fabrics, containing by weight 5 % or more of lastomeric yarn or rubber thread	10	G-5
5806310090	- - - Other	10	G-5
5806329000	- - - Other	10	G-5
5806390000	- - Of other textile materials	10	G-5
5807100000	- Woven	10	G-5
5807900000	- Other	10	G-5
5808900000	- Other	10	G-5
5810910000	- - Of cotton	10	G-5
5810920000	- - Of man-made fibres	10	G-5
5810990000	- - Of other textile materials	10	G-5
5811000000	Quilted textile products in the piece, composed of one or more layers of textile materials assembled with padding by stitching or otherwise, other than embroidery of heading 58.10.	10	G-5
5902101000	- - Rubberised	10	G-7
5902109000	- - Other	10	G-7
5902201000	- - Rubberised	5	G-5
5902209000	- - Other	10	G-7
5903100000	- With poly(vinyl chloride)	10	G-7
5903200000	- With polyurethane	10	G-7
5903900000	- Other	10	G-7
5906991000	- - - Woven fabrics obtained from high tenacity yarn of nylon or other polyamides or of polyesters	10	G-7
5907000000	Textile fabrics otherwise impregnated, coated or covered; painted canvas being theatrical scenery, studio back-cloths or the like.	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
5911400000	- Straining cloth of a kind used in oil presses or the like, including that of human hair	10	G-5
5911909000	- - Other	5	G-5
6001100000	- "Long pile" fabrics	10	G-5
6001210000	- - Of cotton	10	G-5
6001220000	- - Of man-made fibres	10	G-5
6001910000	- - Of cotton	10	G-5
6001920000	- - Of man-made fibres	10	G-5
6002400000	- Containing by weight 5% or more of elastomeric yarn but not containing rubber thread	10	G-5
6003200000	- Of cotton	10	G-5
6003300000	- Of synthetic fibres	10	G-5
6004100000	- Containing by weight 5 % or more of elastomeric yarn but not containing rubber thread	10	G-5
6005310000	- - Unbleached or bleached	10	G-5
6005320000	- - Dyed	10	G-5
6005330000	- - Of yarns of different colours	10	G-5
6005340000	- - Printed	10	G-5
6006210000	- - Unbleached or bleached	10	G-5
6006220000	- - Dyed	10	G-5
6006230000	- - Of yarns of different colours	10	G-5
6006240000	- - Printed	10	G-5
6006310000	- - Unbleached or bleached	10	G-5
6006320000	- - Dyed	10	G-5
6006330000	- - Of yarns of different colours	10	G-5
6006340000	- - Printed	10	G-5
6006410000	- - Unbleached or bleached	10	G-5
6006420000	- - Dyed	10	G-5
6006430000	- - Of yarns of different colours	10	G-5
6006440000	- - Printed	10	G-5
6101200000	- Of cotton	15	G-7
6101300000	- Of man-made fibres	15	G-7
6101901000	- - Of wool or fine animal hair	15	G-7
6101909000	- - Other	15	G-7
6102100000	- Of wool or fine animal hair	15	G-7
6102200000	- Of cotton	15	G-7
6102300000	- Of man-made fibres	15	G-10
6102900000	- Of other textile materials	15	G-7
6103101000	- - Of wool or fine animal hair	15	G-7
6103102000	- - Of synthetic fibres	15	G-7
6103109000	- - Of other textile materials	15	G-7
6103220000	- - Of cotton	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6103230000	-- Of synthetic fibres	15	G-7
6103291000	--- Of wool or fine animal hair	15	G-7
6103299000	--- Other	15	G-7
6103310000	-- Of wool or fine animal hair	15	G-7
6103320000	-- Of cotton	15	G-7
6103330000	-- Of synthetic fibre	15	G-7
6103390000	-- Of other textile materials	15	G-7
6103410000	-- Of wool or fine animal hair	15	G-7
6103420000	-- Of cotton	15	G-7
6103430000	-- Of synthetic fibres	15	G-7
6103490000	-- Of other textile materials	15	G-7
6104130000	-- Of synthetic fibres	15	G-7
6104191000	--- Of wool or fine animal hair	15	G-7
6104192000	--- Of cotton	15	G-7
6104199000	--- Other	15	G-7
6104220000	-- Of cotton	15	G-7
6104230000	-- Of synthetic fibres	15	G-7
6104291000	--- Of wool or fine animal hair	15	G-7
6104299000	--- Other	15	G-7
6104310000	-- Of wool or fine animal hair	15	G-7
6104320000	-- Of cotton	15	G-7
6104330000	-- Of synthetic fibres	15	G-7
6104390000	-- Of other textile materials	15	G-7
6104410000	-- Of wool or fine animal hair	15	G-7
6104420000	-- Of cotton	15	G-7
6104430000	-- Of synthetic fibres	15	G-7
6104440000	-- Of artificial fibres	15	G-7
6104490000	-- Of other textile materials	15	G-7
6104510000	-- Of wool or fine animal hair	15	G-7
6104520000	-- Of cotton	15	G-7
6104530000	-- Of synthetic fibres	15	G-7
6104590000	-- Of other textile materials	15	G-7
6104610000	-- Of wool or fine animal hair	15	G-7
6104620000	-- Of cotton	15	G-7
6104630000	-- Of synthetic fibres	15	G-7
6104690000	-- Of other textile materials	15	G-7
6105100000	- Of cotton	15	G-7
6105201000	-- Of acrylic or modacrylic fibres	15	G-7
6105209000	-- Of other synthetic or artificial fibres	15	G-7
6105900000	- Of other textile materials	15	G-7
6106100000	- Of cotton	15	G-7
6106200000	- Of man-made fibres	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6106900000	- Of other textile materials	15	G-7
6107110000	- - Of cotton	15	G-7
6107120000	- - Of man-made fibres	15	G-5
6107190000	- - Of other textile materials	15	G-5
6107210000	- - Of cotton	15	G-7
6107220000	- - Of man-made fibres	15	G-7
6107290000	- - Of other textile materials	15	G-7
6107910000	- - Of cotton	15	G-7
6107991000	- - - Of man-made fibres	15	G-5
6107999000	- - - Other	15	G-3
6108110000	- - Of man-made fibres	15	G-7
6108190000	- - Of other textile materials	15	G-7
6108210000	- - Of cotton	15	G-7
6108220000	- - Of man-made fibres	15	G-7
6108290000	- - Of other textile materials	15	G-7
6108310000	- - Of cotton	15	G-7
6108320000	- - Of man-made fibres	15	G-7
6108390000	- - Of other textile materials	15	G-7
6108910000	- - Of cotton	15	G-10
6108920000	- - Of man-made fibres	15	G-5
6108990000	- - Of other textile materials	15	G-5
6109100000	- Of cotton	15	G-5
6109901000	- - Of acrylic or modacrylic fibres	15	G-5
6109909000	- - Other	15	G-5
6110111000	- - - Sweaters (pullovers)	15	G-7
6110112000	- - - Waistcoats	15	G-7
6110113000	- - - Cardigans	15	G-7
6110119000	- - - Other	15	G-7
6110120000	- - Cashmere gota	15	G-7
6110191000	- - - Sweaters (pullovers)	15	G-7
6110192000	- - - Waistcoats	15	G-7
6110193000	- - - Cardigans	15	G-7
6110199000	- - - Other	15	G-7
6110201000	- - Sweaters (pullovers)	15	G-7
6110202000	- - Waistcoats	15	G-7
6110203000	- - Cardigans	15	G-7
6110209000	- - Other	15	G-7
6110301000	- - Of acrylic or modacrylic fibres	15	G-3
6110309000	- - Other	15	G-3
6110900000	- Of other textile materials	15	G-7
6111200000	- Of cotton	15	G-7
6111300000	- Of synthetic fibres	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6111901000	- - Of wool or fine animal hair	15	G-7
6111909000	- - Other	15	G-7
6112110000	- - Of cotton	15	G-7
6112120000	- - Of synthetic fibres	15	G-7
6112190000	- - Of other textile materials	15	G-7
6112200000	- Ski suits	15	G-10
6112310000	- - Of synthetic fibres	15	G-7
6112390000	- - Of other textile materials	15	G-7
6112410000	- - Of synthetic fibres	15	G-7
6112490000	- - Of other textile materials	15	G-7
6113000000	Garments, made up of knitted or crocheted fabrics of heading 59.03, 59.06 or 59.07.	15	G-7
6114200000	- Of cotton	15	G-7
6114300000	- Of man-made fibres	15	G-5
6114901000	- - Of wool or fine animal hair	15	G-5
6114909000	- - Other	15	G-5
6115101000	- - Graduated compression socks	15	G-5
6115109000	- - Other	15	G-5
6115210000	- - Of synthetic fibres, measuring per single yarn less than 67 decitex	15	G-7
6115220000	- - Of synthetic fibres, measuring per single yarn 67 decitex or more	15	G-7
6115290000	- - Of other textile materials	15	G-7
6115301000	- - Of synthetic fibres	15	G-7
6115309000	- - Other	15	G-7
6115940000	- - Of wool or fine animal hair	15	G-7
6115950000	- - Of cotton	15	G-5
6115960000	- - Of synthetic fibre	15	G-5
6115990000	- - Of other textile materials	15	G-5
6116100000	- Impregnated, coated or covered with plastics or rubber	15	G-7
6116910000	- - Of wool or fine animal hair	15	G-7
6116920000	- - Of cotton	15	G-7
6116930000	- - Of synthetic fibre	15	G-5
6116990000	- - Of other textile materials	15	G-7
6117100000	- Shawls, scarves, mufflers, mantillas, veils and the like	15	G-7
6117801000	- - Knee and ankle pads	15	G-7
6117802000	- - Necktie and similar bows	15	G-7
6117809000	- - Other	15	G-7
6117901000	- - Of synthetic or artificial fibres	15	G-7
6117909000	- - Other	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6201110000	-- Of wool or fine animal hair	15	G-7
6201120000	-- Of cotton	15	G-7
6201130000	-- Of man-made fibres	15	G-7
6201190000	-- Of other textile materials	15	G-7
6201910000	-- Of wool or fine animal hair	15	G-5
6201920000	-- Of cotton	15	G-5
6201930000	-- Of man-made fibres	15	G-5
6201990000	-- Of other textile materials	15	G-3
6202110000	-- Of wool or fine animal hair	15	G-7
6202120000	-- Of cotton	15	G-5
6202130000	-- Of man-made fibres	15	G-7
6202190000	-- Of other textile materials	15	G-7
6202910000	-- Of wool or fine animal hair	15	G-7
6202920000	-- Of cotton	15	G-7
6202930000	-- Of man-made fibres	15	G-7
6202990000	-- Of other textile materials	15	G-7
6203110000	-- Of wool or fine animal hair	15	G-7
6203120000	-- Of synthetic fibres	15	G-7
6203190000	-- Of other textile materials	15	G-7
6203220000	-- Of cotton	15	G-7
6203230000	-- Of synthetic fibres	15	G-7
6203291000	--- Of wool or fine animal hair	15	G-7
6203299000	--- Other	15	G-7
6203310000	-- Of wool or fine animal hair	15	G-7
6203320000	-- Of cotton	15	G-7
6203330000	-- Of synthetic fibres	15	G-7
6203390000	-- Of other textile materials	15	G-7
6203410000	-- Of wool or fine animal hair	15	G-7
6203421000	--- Of tissue called "jeans or denim"	15	G-7
6203422000	--- Of striped velvet ("corduroy")	15	G-7
6203429000	--- Other	15	G-7
6203430000	-- Of synthetic fibres	15	G-7
6203490000	-- Of other textile materials	15	G-7
6204110000	-- Of wool or fine animal hair	15	G-7
6204120000	-- Of cotton	15	G-7
6204130000	-- Of synthetic fibres	15	G-7
6204190000	-- Of other textile materials	15	G-7
6204210000	-- Of wool or fine animal hair	15	G-7
6204220000	-- Of cotton	15	G-7
6204230000	-- Of synthetic fibres	15	G-7
6204290000	-- Of other textile materials	15	G-7
6204310000	-- Of wool or fine animal hair	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6204320000	-- Of cotton	15	G-7
6204330000	-- Of synthetic fibres	15	G-7
6204390000	-- Of other textile materials	15	G-7
6204410000	-- Of wool or fine animal hair	15	G-7
6204420000	-- Of cotton	15	G-7
6204430000	-- Of synthetic fibres	15	G-7
6204440000	-- Of artificial fibres	15	G-7
6204490000	-- Of other textile materials	15	G-5
6204510000	-- Of wool or fine animal hair	15	G-7
6204520000	-- Of cotton	15	G-7
6204530000	-- Of synthetic fibres	15	G-7
6204590000	-- Of other textile materials	15	G-7
6204610000	-- Of wool or fine animal hair	15	G-7
6204620000	-- Of cotton	15	G-7
6204630000	-- Of synthetic fibres	15	G-7
6204690000	-- Of other textile materials	15	G-5
6205200000	- Of cotton	15	G-7
6205300000	- Of synthetic or artificial fibres	15	G-7
6205901000	-- Of wool or fine animal hair	15	G-7
6205909000	-- Other	15	G-7
6206100000	- Of silk or silk waste	15	G-7
6206200000	- Of wool or fine animal hair	15	G-7
6206300000	- Of cotton	15	G-7
6206400000	- Of synthetic or artificial fibres	15	G-7
6206900000	- Of other textile materials	15	G-7
6207110000	-- Of cotton	15	G-7
6207190000	-- Of other textile materials	15	G-7
6207210000	-- Of cotton	15	G-7
6207220000	-- Of synthetic or artificial fibres	15	G-7
6207290000	-- Of other textile materials	15	G-7
6207910000	-- Of cotton	15	G-7
6207991000	--- Of synthetic or artificial fibres	15	G-5
6207999000	--- Other	15	G-5
6208110000	-- Of synthetic or artificial fibres	15	G-5
6208190000	-- Of other textile materials	15	G-7
6208210000	-- Of cotton	15	G-7
6208220000	-- Of synthetic or artificial fibres	15	G-7
6208290000	-- Of other textile materials	15	G-7
6208910000	-- Of cotton	15	G-7
6208920000	-- Of synthetic or artificial fibres	15	G-7
6208990000	-- Of other textile materials	15	G-7
6209200000	- Of cotton	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6209300000	- Of synthetic fibres	15	G-7
6209901000	- - Of wool or fine animal hair	15	G-7
6209909000	- - Other	15	G-7
6210100000	- Of fabrics of headings 56.02 or 56.03	15	G-7
6210200000	- Other garments, of the type described in subheadings 6201.11 to 6201.19	15	G-10
6210300000	- Other garments, of the type described in subheadings 6202.11 to 6202.19	15	G-7
6210400000	- Other men's or boys' garments	15	G-7
6210500000	- Other women's or girls' garments	15	G-7
6211110000	- - Men's or boys'	15	G-7
6211120000	- - Women's or girls'	15	G-7
6211200000	- Ski suits	15	G-7
6211320000	- - Of cotton	15	G-7
6211330000	- - Of synthetic or artificial fibres	15	G-7
6211391000	- - - Of wool or fine animal hair	15	G-7
6211399000	- - - Other	15	G-7
6211420000	- - Of cotton	15	G-7
6211430000	- - Of synthetic or artificial fibres	15	G-5
6211491000	- - Of wool or fine animal hair	15	G-7
6211499000	- - - Other	15	G-7
6212100000	- Brassières	15	G-5
6212200000	- Girdles and panty-girdles	15	G-5
6212300000	- Corselettes	15	G-7
6212900000	- Other	15	G-3
6213200000	- Of cotton	15	G-7
6213901000	- - Of silk or silk waste	15	G-7
6213909000	- - Other	15	G-7
6214100000	- Of silk or silk waste	15	G-7
6214200000	- Of wool or fine animal hair	15	G-7
6214300000	- Of synthetic fibres	15	G-7
6214400000	- Of artificial fibres	15	G-7
6214900000	- Of other textile materials	15	G-5
6215100000	- Of silk or silk waste	15	G-7
6215200000	- Of synthetic or artificial fibres	15	G-7
6215900000	- Of other textile materials	15	G-7
6216001000	- Especially for the protection of workers	15	G-7
6216009000	- Other	15	G-7
6217100000	- Accessories	15	G-7
6217900000	- Parts	15	G-3
6301100000	- Electric blankets	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6301201000	- - Of wool	15	G-7
6301202000	- - Of vicuña hair	15	G-7
6301209000	- - Other	15	G-7
6301300000	- Blankets (other than electric blankets) and travelling rugs, of cotton	15	G-5
6301400000	- Blankets (other than electric blankets) and travelling rugs, of synthetic fibres	15	G-7
6301900000	- Other blankets and travelling rugs	15	G-7
6302101000	- - Of synthetic or artificial fibres	15	G-7
6302109000	- - Other	15	G-7
6302210000	- - Of cotton	15	G-7
6302220000	- - Of synthetic or artificial fibres	15	G-7
6302290000	- - Of other textile materials	15	G-7
6302310000	- - Of cotton	15	G-7
6302320000	- - Of man-made fibres	15	G-7
6302390000	- - Of other textile materials	15	G-7
6302401000	- - Of synthetic or artificial fibres	15	G-7
6302409000	- - Other	15	G-7
6302510000	- - Of cotton	15	G-7
6302530000	- - Of man-made fibres	15	G-7
6302591000	- - - Of linen	15	G-7
6302599000	- - - Other	15	G-7
6302600000	- Toilet linen and kitchen linen, of terry towelling or similar terry fabrics, of cotton	15	G-7
6302910000	- - Of cotton	15	G-7
6302930000	- - Of man-made fibres	15	G-7
6302991000	- - - Of linen	15	G-5
6302999000	- - - Other	15	G-7
6303120000	- - Of synthetic fibres	15	G-7
6303191000	- - - Of cotton	15	G-7
6303199000	- - - Other	15	G-7
6303910000	- - Of cotton	15	G-7
6303920000	- - Of synthetic fibres	15	G-7
6303990000	- - Of other textile materials	15	G-7
6304110000	- - Knitted or crocheted	15	G-7
6304190000	- - Other	15	G-7
6304910000	- - Knitted or crocheted	15	G-7
6304920000	- - Not knitted or crocheted, of cotton	15	G-7
6304930000	- - Not knitted or crocheted, of synthetic fibres	15	G-7
6304990000	- - Not knitted or crocheted, other textile materials	15	G-7
6305101000	- - Of jute	5	G-5
6305109000	- - Other	10	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6305200000	- Of cotton	10	G-7
6305320000	- - Flexible intermediate bulk containers	10	G-7
6305331000	- - - Of polyethylene	5	G-5
6305332000	- - - Of polypropylene	10	G-7
6305390000	- - Other	10	G-7
6305901000	- - Of pita fibre (cabuya, fique)	10	G-7
6305909000	- - Other	10	G-7
6306120000	- - Of synthetic fibres	15	G-7
6306191000	- - - Of cotton	15	G-7
6306199000	- - - Other	15	G-7
6306220000	- - Of synthetic fibres	15	G-7
6306290000	- - Of other textile materials	15	G-5
6306300000	- Sails	15	G-7
6306400000	- Pneumatic mattresses	15	G-7
6306901000	- - Of cotton	15	G-7
6306909000	- - Of other textile materials	15	G-7
6307100000	- Floor-cloths, dish-cloths, dusters and similar cleaning cloths	15	G-5
6307200000	- Life-jackets and life-belts	15	G-5
6307901000	- - Dress patterns	15	G-5
6307902000	- - Safety belts	15	G-5
6307903000	- - Protection facemasks	15	G-5
6307909000	- - Other	15	G-5
6401100000	- Footwear incorporating a protective metal toe-cap	15	G-7
6401920000	- - Covering the ankle but not covering the knee	15	G-5
6401990000	- - Other	15	G-7
6402190000	- - Other	15	G-5
6402200000	- Footwear with upper straps or thongs assembled to the sole by means of plugs	15	G-7
6402910000	- - Covering the ankle	15	G-7
6402991000	- - - Incorporating a protective metal toe-cap	15	G-5
6402999000	- - - Other	15	G-5
6403190000	- - Other	15	G-7
6403200000	- Footwear with outer soles of leather, and uppers which consist of leather straps across the instep and around the big toe	15	G-5
6403400000	- Other footwear, incorporating a protective metal toe-cap	15	G-7
6403510000	- - Covering the ankle	15	G-7
6403590000	- - Other	15	G-7
6403911000	- - - Wooden sole footwear, without in-soles and protective metal toe-caps	15	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6403919000	- - - Other	15	G-5
6403991000	- - - Wooden sole footwear, without in-soles and protective metal toe-caps	15	G-5
6403999000	- - - Other	15	G-5
6404111000	- - - Sports footwear	15	G-7
6404112000	- - - Tennis shoes, basketball shoes, gym shoes, training shoes and the like	15	G-7
6404190000	- - Other	15	G-5
6404200000	- Footwear with outer soles of leather or composition leather	15	G-7
6405100000	- With uppers of leather or composition leather	15	G-7
6405200000	- With uppers of textile materials	15	G-7
6405900000	- Other	15	G-5
6406100000	- Uppers and parts thereof, other than stiffeners	10	G-5
6406200000	- Outer soles and heels, of rubber or plastics	10	G-5
6501000000	Hat-forms, hat bodies and hoods of felt, neither blocked to shape nor with made brims; plateaux and manchons (including slit manchons), of felt.	10	G-5
6504000000	Hats and other headgear, plaited or made by assembling strips of any material, whether or not lined or trimmed.	15	G-7
6505001000	- Hair nets	15	G-5
6505002000	- - Hats and other headgear of felt, oh hat-shapes or plates of heading 65.01, whether or not lined or trimmed	15	G-7
6505009000	- Other	15	G-5
6506100000	- Safety headgear	15	G-7
6506910000	- - Of rubber or plastic	15	G-7
6506990000	- - Of other materials	15	G-5
6507000000	Head-bands, linings, covers, hat foundations, hat frames, peaks and chinstraps, for headgear.	10	G-5
6601100000	- Garden or similar umbrellas	15	G-7
6601990000	- - Other	15	G-7
6602000000	Walking-sticks, seat-sticks, whips, riding-crops and the like.	15	G-7
6702900000	- Of other materials	15	G-7
6703000000	Human hair, dressed, thinned, bleached or otherwise worked; wool or other animal hair or other textile materials, prepared for use in making wigs or the like.	10	G-5
6802210000	- - Marble, travertine and alabaster	10	G-5
6802291000	- - - Calcareous stones	10	G-5
6802299000	- - - Other	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6802910000	- - Marble, travertine and alabaster	10	G-5
6802920000	- - Other calcareous stone	10	G-5
6802930000	- - Granite	10	G-5
6802990000	- - Other stone	10	G-5
6805200000	- On a base of paper or paperboard only	10	G-5
6805300000	- On a base of other materials	10	G-5
6806100000	- Slag wool, rock wool and similar mineral wools (including intermixtures thereof), in bulk, sheets or rolls	10	G-5
6807100000	- In rolls	10	G-5
6808000000	Panels, boards, tiles, blocks and similar articles of vegetable fibre, of straw or of shavings, chips, particles, sawdust or other waste, of wood, agglomerated with cement, plaster or other mineral binders.	10	G-5
6809110000	- - Faced or reinforced with paper or paperboard only	10	G-5
6809900000	- Other articles	10	G-5
6810110000	- - Building blocks and bricks	10	G-5
6810190000	- - Other	10	G-5
6810910000	- - Prefabricated structural components for building or civil engineering	10	G-5
6811400000	- Containing asbestos	10	G-5
6811810000	- - Corrugated sheets	10	G-5
6811820000	- - Other sheets, panels, tiles and similar articles	10	G-5
6811890000	- - Other articles	10	G-5
6813200000	- Containing asbestos	5	G-5
6813810000	- - Brake linings and pads	10	G-5
6813890000	- - Other	5	G-5
6815990000	- - Other	10	G-5
6902209000	- - Other	10	G-5
6902900000	- Other	10	G-5
6904100000	- Building bricks	10	G-5
6904900000	- Other	10	G-5
6905100000	- Roofing tiles	10	G-5
6905900000	- Other	10	G-5
6906000000	Ceramic pipes, conduits, guttering and pipe fittings.	10	G-5
6907100000	- Tiles, cubes and similar articles, whether or not rectangular, the largest surface area of which is capable of being enclosed in a square the side of which is less than 7 cm	10	G-5
6907900000	- Other	10	G-3

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
6908100000	- Tiles, cubes and similar articles, whether or not rectangular, the largest surface area of which is capable of being enclosed in a square the side of which is less than 7 cm	10	G-5
6908900000	- Other	10	G-5
6910100000	- Of porcelain or china	10	G-5
6910900000	- Other	5	G-5
6911100000	- Tableware and kitchenware	15	G-7
6911900000	- Other	15	G-7
6912000000	Ceramic tableware, kitchenware, other household articles and toilet articles, other than of porcelain or china.	15	G-7
6913100000	- Of porcelain or china	15	G-5
6913900000	- Other	15	G-7
6914100000	- Of porcelain or china	10	G-5
6914900000	- Other	10	G-5
7003121000	- - - Plain	5	G-5
7003192000	- - - Ribbed, corrugated, stamped or similar	5	G-5
7004200000	- Glass, colored throughout the mass (body tinted), opacified, flashed or having an absorbent, reflecting or non-reflecting layer	10	G-7
7004900000	- Other glass	10	G-7
7005291000	- - - Of a thickness of 6mm or less	10	G-5
7007110000	- - Of size and shape suitable for incorporation in vehicles, aircraft, spacecraft or vessels	10	G-7
7007190000	- - Other	10	G-7
7007210000	- - Of size and shape suitable for incorporation in vehicles, aircraft, spacecraft or vessels	10	G-7
7007290000	- - Other	10	G-7
7009100000	- Rear-view mirrors for vehicles	5	G-5
7009910000	- - Unframed	10	G-7
7009920000	- - Framed	10	G-7
7010100000	- Ampoules	10	G-7
7010200000	- Stoppers, lids and other closures	10	G-5
7010901000	- - Exceeding 1 l	10	G-7
7010902000	- - Exceeding 0,33 l but not exceeding 1 l	10	G-7
7010903000	- - Exceeding 0,15 l but not exceeding 0,33 l	10	G-7
7010904000	- - Not exceeding 0,15 l	10	G-7
7013100000	- Of glass-ceramics	15	G-7
7013220000	- - Of lead crystal	15	G-7
7013280000	- - Other	15	G-7
7013330000	- - Of lead cristal	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
7013370000	-- Other	15	G-7
7013410000	-- Of lead crystal	15	G-7
7013420000	-- Of glass having a linear coefficient of expansion not exceeding 5 x 10 <sup>-6</sup> per Kelvin within a temperature range of 0 °C to 300 °C	15	G-7
7013490000	-- Other	15	G-7
7013910000	-- Of lead crystal	15	G-7
7013990000	-- Other	15	G-5
7016901000	-- Leaded light and the like (stained glass, whether or not of colourless glass)	10	G-7
7016909000	-- Other	10	G-7
7019390000	-- Other	5	G-5
7019909090	--- Other	10	G-5
7113110000	-- Of silver, whether or not plated or clad with other precious metal	15	G-5
7113190000	-- Of other precious metal, whether or not plated or clad with precious metal	15	G-5
7113200000	- Of base metal clad with precious metal	15	G-10
7114111000	--- Fineness 0,925	15	G-7
7114119000	--- Other	15	G-7
7114190000	-- Of other precious metal, whether or not plated or clad with precious metal	15	G-5
7114200000	- Of base metal clad with precious metal	15	G-5
7115900000	- Other	10	G-5
7116200000	- Of precious or semi-precious stones (natural, synthetic or reconstructed)	15	G-7
7117110000	-- Cuff-links and studs	15	G-7
7117190000	-- Other	15	G-5
7117900000	- Other	15	G-5
7209160090	--- Other	5	G-5
7209170090	--- Other	5	G-5
7209181090	---- Other	5	G-5
7210410000	-- Corrugated	10	G-7
7210490000	-- Other	10	G-7
7210709000	-- Other	5	G-5
7213100000	- Containing indentations, ribs, grooves or other deformations produced during the rolling process	10	G-5
7213911000	--- Containing a total less than 0,12% of chromium, nickel, copper and molibdenum	5	G-5
7213919000	--- Other	5	G-5
7214200000	- Containing indentations, ribs, grooves or other deformations produced during the rolling process or twisted after rolling	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
7217100000	- Not plated or coated, whether or not polished	10	G-7
7217200000	- Plated or coated with zinc	10	G-5
7217300000	- Plated or coated with other base metals	10	G-7
7217900000	- Other	10	G-5
7304190000	- - Other	5	G-5
7304220000	- - Drill pipe of stainless steel	5	G-5
7304230000	- - Other drill pipe	5	G-5
7304290000	- - Other	10	G-5
7304310000	- - Cold-drawn or cold-rolled (cold-reduced)	5	G-5
7306190000	- - Other	10	G-5
7306290000	- - Other	10	G-5
7306301000	- - Containing by weight 0.6% or more of carbon	10	G-5
7306309900	- - - Other	10	G-5
7306610000	- - Of square or rectangular cross-section	10	G-5
7306900000	- Other	5	G-5
7307190000	- - Other	5	G-5
7307920000	- - Threaded elbows, bends and sleeves	5	G-5
7308200000	- Towers and lattice masts	10	G-5
7308300000	- Doors, windows and their frames and thresholds for doors	10	G-5
7308901000	- - Plates, rods, angles, shapes, sections, tubes and the like, prepared for use in structures	10	G-5
7308909000	- - Other	10	G-5
7310100000	- Of a capacity of 50 l or more	5	G-5
7310210000	- - Cans which are to be closed by soldering or crimping	10	G-7
7310299000	- - - Other	10	G-5
7311009000	- Other	10	G-5
7312109000	- - Other	10	G-7
7313001000	- Barbed wire	10	G-5
7313009000	- Other	10	G-5
7314191000	- - - Endless bands for machinery	10	G-5
7314200000	- Grill, netting and fencing, welded at the intersection, of wire with a maximum cross-sectional dimension of 3 mm or more and having a mesh size of 100 cm <sup>2</sup> or more	10	G-7
7314390000	- - Other	10	G-7
7314410000	- - Plated or coated with zinc	10	G-7
7314420000	- - Coated with plastics	10	G-7
7314490000	- - Other	10	G-7
7314500000	- Expanded metal	10	G-5
7315200000	- Skid chain	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
7315820000	- - Other, welded link	10	G-5
7317000000	Nails, tacks, drawing pins, corrugated nails, staples (other than those of heading 83.05) and similar articles, of iron or steel, whether or not with heads of other material, but excluding such articles with heads of copper.	10	G-5
7318159000	- - - Other	10	G-7
7319400000	- Safety pins and other pins	15	G-5
7320100000	- Leaf-springs and leaves therefor	10	G-7
7320201000	- - Used in suspension systems of vehicles	5	G-5
7321111100	- - - - Built in cookers	15	G-7
7321111200	- - - - Table cookers	15	G-7
7321111900	- - - - Other	15	G-7
7321119000	- - - Other	15	G-7
7321120000	- - For liquid fuel	15	G-7
7321191000	- - - For solid fuel	15	G-7
7321199000	- - - Other	15	G-7
7321810000	- - For gas fuel or for both gas and other fuels	15	G-7
7321820000	- - For liquid fuel	15	G-7
7321891000	- - - For solid fuel	15	G-5
7321899000	- - - Other	15	G-7
7321909000	- - Other	15	G-7
7322900000	- Other	10	G-7
7323100000	- Iron or steel wool; pot scourers and scouring or polishing pads, gloves and the like	15	G-10
7323911000	- - - Articles	15	G-10
7323912000	- - - Parts	15	G-7
7323921000	- - - Articles	15	G-7
7323922000	- - - Parts	15	G-7
7323931000	- - - Articles	15	G-7
7323932000	- - - Parts	15	G-7
7323941000	- - - Articles	15	G-7
7323949000	- - - Parts	15	G-7
7323991000	- - - Articles	15	G-10
7323999000	- - - Parts	15	G-10
7324100000	- Sinks and wash basins, of stainless steel	10	G-5
7324290000	- - Other	10	G-5
7324900000	- Other, including parts	10	G-5
7325910000	- - Grinding balls and similar articles for mills	10	G-3
7325990000	- - Other	5	G-5
7326190000	- - Other	5	G-5
7326200000	- Articles of iron or steel wire	5	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
7326909000	- - Other	5	G-5
7408210000	- - Of copper-zinc base alloys (brass)	10	G-5
7408220000	- - Of copper-nickel base alloys (cupro-nickel) or copper-nickel-zinc base alloys (nickel silver)	10	G-5
7418101000	- - Pot scourers and scouring or polishing pads, gloves and the like	15	G-10
7418102000	- - Non-electric cooking or heating and parts thereof	15	G-7
7418109000	-- Other	15	G-7
7418200000	- Sanitary ware and parts thereof	15	G-7
7419910000	- - Cast, moulded, stamped or forged, but not further worked	10	G-5
7605110000	- - Of which the maximum cross-sectional dimension exceeds 7 mm	5	G-5
7605190000	- - Other	10	G-5
7605290000	- - Other	10	G-5
7607110000	- - Rolled but not further worked	5	G-5
7607190000	- - Other	5	G-5
7607200000	- Backed	10	G-7
7608200000	- Of aluminium alloys	10	G-5
7610100000	- Doors, windows and their frames and thresholds for doors	10	G-5
7610900000	- Other	10	G-5
7612100000	- Collapsible tubular containers	10	G-7
7612901000	- - Containers for the transport of milk	10	G-5
7612909000	- - Other	10	G-5
7614100000	- With steel core	10	G-7
7614900000	- Other	10	G-7
7615101000	- - Pressure cooker	15	G-7
7615102000	- - other pots, pans and articles similar	15	G-5
7615108000	-- Other	15	G-7
7615109000	- - Parts of household goods	15	G-7
7615200000	- Sanitary ware and parts thereof	15	G-7
7616999000	- - - Other	5	G-5
7907009000	- Other	10	G-5
8007009000	- Other	15	G-7
8201100000	- Spades and shovels	10	G-5
8201300000	- Mattocks, picks, hoes and rakes	10	G-5
8201401000	- - Machetes	10	G-5
8201409000	- - Other	10	G-5
8201901000	- - Scythes and sickles, hay or straw knives	10	G-5
8201909000	- - Other	10	G-5
8202109000	- - Other	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
8205401000	- - For straight slot screws	10	G-5
8205510000	- - Household tools	10	G-5
8205599200	- - - - Tools for masons, moulders, cement workers, plasterers, painters (trowels, smoothers, servers, scrapers, etc	10	G-5
8205700000	- Vices, clamps and the like	10	G-5
8205901000	- Anvils; portable forges; hand or pedal-operated grinding wheels with frameworks	10	G-5
8207192100	- - - - Diamond shape	10	G-3
8207300000	- Tools for pressing, stamping or punching	10	G-5
8207500000	- Tools for drilling, other than for rock drilling	10	G-5
8207900000	- Other interchangeable tools	10	G-5
8208100000	- For metal working	10	G-5
8208400000	- For agricultural, horticultural or forestry machines	10	G-5
8210001000	- Mills	15	G-7
8210009000	- Other	15	G-7
8211100000	- Sets of assorted articles	15	G-7
8211910000	- - Table knives having fixed blades	15	G-7
8211920000	- - Other knives having fixed blades	15	G-7
8212101000	- - Razors	15	G-7
8212102000	- - Safety razors	15	G-5
8213000000	Scissors, tailors' shears and similar shears, and blades therefor.	15	G-5
8214100000	- Paper knives, letter openers, erasing knives, pencil sharpeners and blades therefor	10	G-5
8214909000	- - Other	10	G-5
8215100000	- Sets of assorted articles containing at least one article plated with precious metal	15	G-7
8215200000	- Other sets of assorted articles	15	G-7
8215910000	- - Plated with precious metal	15	G-7
8215990000	- - Other	15	G-7
8301100000	- Padlocks	10	G-5
8301200000	- Locks of a kind used for motor vehicles	10	G-7
8301300000	- Locks of a kind used for furniture	10	G-7
8301409000	- - Other	10	G-7
8301700000	- Keys presented separately	10	G-5
8302300000	- Other mountings, fittings and similar articles suitable for motor vehicles móviles	5	G-5
8302410000	- - Suitable for buildings	10	G-5
8302420000	- - Other, suitable for furniture	10	G-5
8302500000	- Hat-racks, hat-pegs, brackets and similar fixtures	10	G-5
8303002000	- Strong-boxes and doors and safe deposit lockers	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
	for strong rooms		
8304000000	Filing cabinets, card-index cabinets, paper trays, paper rests, pen trays, office-stamp stands and similar office or desk equipment, of base metal, other than office furniture of heading 94.03.	10	G-5
8305100000	- Fittings for loose-leaf binders or files	10	G-5
8305200000	- Staples in strips	10	G-5
8305900000	- Other, including parts	10	G-5
8306100000	- Bells, gongs and the like	10	G-5
8306210000	- - Plated with precious metal	15	G-7
8306290000	- - Other	15	G-7
8306300000	- Photograph, picture or similar frames; mirrors	15	G-7
8308101100	- - - Of iron or steel	10	G-5
8308101900	- - - Other	10	G-5
8308109000	- - Other	10	G-5
8308200000	- Tubular or bifurcated rivets	10	G-5
8308900000	- Other, including parts	10	G-5
8309100000	- Crown corks	10	G-5
8309900000	- Other	10	G-5
8310000000	Sign-plates, name-plates, address-plates and similar plates, numbers, letters and other symbols, of base metal, excluding those of heading 94.05.	5	G-5
8311100000	- Coated electrodes of base metal, for electric arc-welding	10	G-5
8311900000	- Other	10	G-5
8402110000	- - Watertube boilers with a steam production exceeding 45 t per hour	10	G-7
8402120000	- - Watertube boilers with a steam production not exceeding 45 t per hour	10	G-7
8402190000	- - Other vapour generating boilers, including hybrid boilers	10	G-7
8402900000	- Parts	10	G-5
8403100000	- Boilers	10	G-7
8404100000	- Auxiliary plant for use with boilers of heading 84.02 or 84.03	10	G-7
8409912000	- - - Cylinder liners	10	G-7
8409995000	- - - Cylinders liners	5	G-5
8413200000	- Hand pumps, other than those of subheading 8413.11 or 8413.19	10	G-5
8414510000	- - Table, floor, wall, window, ceiling or roof fans, with a self- contained electric motor of an output not exceeding 125 W	15	G-7
8414600000	- Hoods having a maximum horizontal side not exceeding 120 cm	10	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
8414809000	- - Other	10	G-5
8415200000	- Of a kind used for persons, in motor vehicles	10	G-5
8417201000	- - Tunnel oven	10	G-5
8417209000	- - Other	10	G-5
8418101000	- - Of volume not exceeding 184 l	15	G-10
8418102000	- - Of volume of 184 l or more but not exceeding 269 l	15	G-10
8418103000	- - Of volume of 269 l or more but not exceeding 382 l	15	G-10
8418109000	- - Other	15	G-7
8418211000	- - - Of volume not exceeding 184 l	15	G-10
8418212000	- - - Of volume of 184 l or more but not exceeding 269 l	15	G-10
8418213000	- - - Of volume of 269 l or more but not exceeding 382 l	15	G-10
8418219000	- - - Other	15	G-10
8418291000	- - - Absorption-type, electrical	15	G-5
8418299000	- - - Other	15	G-7
8418300000	- Freezers of the chest type, not exceeding 800 l capacity	15	G-10
8418400000	- Freezers of the upright type, not exceeding 900 l capacity	15	G-7
8418500000	- Other furniture (chests, cabinets, displays counters, show-cases and the like) for storage and display, incorporating refrigerating or freezing equipment	10	G-5
8418610000	- - Heat pumps other than air conditioning machines of heading 84.15	10	G-5
8418691190	- - - - - Other	10	G-5
8418699200	- - - - Drinking fountains	10	G-5
8418699300	- - - - Chambers or tunnels composed by panels which can be dismantled, including a refrigeration equipment	10	G-5
8418699900	- - - - Other	10	G-5
8418910000	- - Furniture designed to receive refrigerating or freezing equipment	10	G-7
8418991000	- - - Plate evaporators	5	G-5
8418999020	- - - - Evaporators fins	10	G-7
8418999090	Other	10	G-7
8419110000	- - Instantaneous gas water heaters	15	G-7
8419191000	- - - Of a capacity not exceeding 120 l	15	G-7
8419199000	- - - Other	15	G-7
8419392000	- - - Spray drying units	10	G-5
8419400000	- Distilling or rectifying plant	10	G-5
8419810000	- - For making hot drinks or for cooking or heating	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
	food		
8419891000	- - - Autoclaves	10	G-5
8419901000	- - Of water heaters	10	G-5
8421211000	- - - Domestic	10	G-5
8421220000	- - For filtering or purifying beverages other than water	10	G-5
8421230000	- - Oil or petrol-filters for internal combustion engines	10	G-5
8421299000	- - - Other	10	G-5
8422301000	- - Vertical filling machinery with an output not exceeding 40 units per minute	5	G-5
8422409090	- - - Other	5	G-5
8423821000	- - - For weighing vehicles	10	G-5
8423829000	- - - Other	10	G-5
8423891000	- - - For weighing vehicles	10	G-5
8423900000	- Weighing machine weights of all kinds; parts of weighing machinery	10	G-5
8424100000	- Fire extinguishers, whether or not charged	10	G-5
8424812000	- - - Portable instruments of a weight not exceeding 20 kg	5	G-5
8424890090	- - - Other	5	G-5
8424909000	- - Other	5	G-5
8425491000	- - - Portable car jacks	10	G-5
8428101000	- - Without cages or counterweight	5	G-5
8428109000	- - Other	10	G-5
8428200000	- Pneumatic elevators and conveyors	10	G-5
8428320000	- - Other, bucket type	10	G-5
8428330000	- - Other, belt type	10	G-5
8428390000	- - Other	10	G-5
8432901000	- - Coulters and discs	10	G-5
8432909000	- - Other	10	G-5
8433119000	- - - Other	10	G-5
8436291000	- - - Automatic feeders, automatic drinkers	10	G-5
8436299000	- - - Other	10	G-5
8437101900	- - - Other	10	G-5
8438300000	- Machinery for sugar manufacture	10	G-5
8438509000	- - Other	10	G-5
8438600000	- Machinery for the preparation of fruits, nuts or vegetables	10	G-5
8450120000	- - Other machines, with built-in centrifugal drier	15	G-7
8450190000	- - Other	15	G-10
8450900000	- Parts	10	G-5
8451401000	- - Washing machines	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
8452101000	- - Sewing machine heads	15	G-5
8452102000	- - Sewing machines	15	G-5
8452901000	- - Furniture, bases and covers for sewing machines and parts thereof	10	G-5
8465929090	- - - - Other	10	G-5
8472904000	- - Perforating or stapling machines	10	G-5
8480790000	- - Other	5	G-5
8481100000	- Pressure Reducing Valves	10	G-5
8481400090	- - Other	10	G-5
8481801000	- - Faucets or taps for domestic use	10	G-7
8481802000	- - "Christmas tree" valves	10	G-5
8481809100	- - - Dispenser valves	10	G-5
8481909000	- - Other	5	G-5
8483409200	- - - Gear and gearing, other than toothed wheels, chain sprockets and other transmission elements presented separately	10	G-5
8504100000	- Ballasts for discharge lamps or tubes	10	G-5
8504211900	- - - - Other	10	G-5
8504219000	- - - Other	10	G-5
8504221000	- - - Having a power handling capacity exceeding 650 kVA but not exceeding 1.000 kVA	10	G-5
8504229000	- - - Other	10	G-5
8504230000	- - Having a power handling capacity exceeding 10,000 kVA	10	G-5
8504319000	- - - Other	10	G-3
8504330000	- - Having a power handling capacity exceeding 16 kVA but not exceeding 500 kVA	10	G-3
8506109110	- - - - With electrolyte of zinc chloride or ammonium	10	G-7
8507100000	- Lead-acid, of a kind used for starting piston engines	10	G-7
8507901000	- - Boxes and covers	10	G-7
8507902000	- - Separators	10	G-7
8508110000	- - Of a power not exceeding 1.500 W and having a dust bag or other receptacle capacity not exceeding 20 l	15	G-7
8508190000	- - Other	15	G-7
8508600000	- Other vacuum cleaners	15	G-7
8508700000	- Parts	10	G-5
8509401000	- - Blenders	15	G-7
8509409000	- - Other	15	G-7
8509801000	- - Floor polishers	15	G-5
8509802000	- - Food waste disposers	15	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
8509809000	- - Other	15	G-5
8509900000	- Parts	10	G-3
8511309200	- - - Ignition coils	10	G-7
8511902100	- - - Breaker plates	10	G-5
8512301000	- - Horns	10	G-5
8513109000	- - Other	15	G-5
8516100000	- Electric instantaneous or storage water heaters and immersion heaters	15	G-7
8516210000	- - Storage heating radiators	15	G-7
8516291000	- - - Stoves	15	G-7
8516299000	- - - Other	15	G-7
8516400000	- Electric smoothing iron	15	G-7
8516601000	- - Ovens	15	G-7
8516602000	- - Cookers	15	G-7
8516603000	- - Cooking plates, boiling rings, grillers and roasters	15	G-7
8516710000	- - Coffee or tea makers	15	G-7
8516720000	- - Toasters	15	G-7
8516790000	- - Other	15	G-5
8516800000	- Electric heating resistors	15	G-5
8516900000	- Parts	10	G-5
8518220000	- - Multiple loudspeakers, mounted in the same enclosure	10	G-5
8519301000	- - With automatic record changing mechanism	15	G-5
8519309000	- - Other	15	G-5
8519811000	- - - Cassette players	15	G-5
8522100000	- Pick-up cartridges	10	G-5
8523210000	- - Cards incorporating a magnetic stripe	15	G-5
8523410000	- - Not recorded	15	G-5
8527120000	- - Pocket-size radio cassette-players	15	G-5
8527130000	- - Other apparatus combined with sound recording or reproducing apparatus	15	G-5
8527210000	- - Combined with sound recording or reproducing apparatus	15	G-5
8527290000	- - Other	15	G-7
8528720010	- - - Of cathode ray tubes	15	G-7
8528720090	- - - Other	15	G-7
8528730000	- - Other, black and white or other monochrome	15	G-7
8536301900	- - - Other	10	G-5
8539229000	- - - Other	15	G-5
8539311000	- - - Tubular, straight shape	15	G-7
8544110000	- - Of copper	10	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
8544300000	- Ignition wiring sets and other wiring sets of a kind used in vehicles, aircraft or ships	10	G-7
8544421000	- - - Of telecommunication	5	G-5
8544422000	- - - Other, of copper	5	G-5
8544491000	- - - Of Copper	10	G-7
8544499000	- - - Other	5	G-5
8544601000	- - Of copper	10	G-7
8544609000	- - Other	5	G-5
8546200000	- Of ceramics	10	G-7
8546901000	- - Of silicone	5	G-5
8547109000	- - Other	5	G-5
8547200000	- Insulating fittings of plastic	5	G-5
8701200000	- Road tractors for semi-trailers	15	G-10
8702101000	- - For the transport of not more than 16 persons, including the driver	35	G-10
8702109000	- - Other	15	G-7
8702901000	- - Trolleybuses	15	G-5
8702909130	- - - - Powered by natural gas only operation	35	G-10
8702909140	- - - - With electric engine	35	G-10
8702909150	- - - - Hybrid	35	G-10
8702909190	- - - - Other	35	G-10
8702909920	- - - - With engine operating with natural gas	5	G-5
8702909940	- - - - With electric engine	5	G-5
8702909950	- - - - Hybrid	5	G-5
8702909990	- - - - Other	15	G-10
8703100000	- Vehicles specially designed for traveling on snow; golf cars and similar vehicles	15	G-5
8703210010	- - - ATV utility	35	G-7
8703210090	- - - Other	35	G-7
8703221020	- - - - Powered by natural gas only operation	35	G-7
8703221090	- - - - Other	35	G-7
8703229030	- - - - Powered by natural gas only operation	35	G-7
8703229090	- - - - Other	35	G-7
8703231020	- - - - Powered by natural gas only operation	35	G-7
8703231090	- - - - Other	35	G-7
8703239030	- - - - Powered by natural gas only operation	35	G-7
8703239090	- - - - Other	35	G-7
8703241020	- - - - Powered by natural gas only operation	35	G-7
8703241090	- - - - Other	35	G-7
8703249030	- - - - Powered by natural gas only operation	35	G-7
8703249090	- - - - Other	35	G-7
8703311000	- - - Four wheel drive (4 x 4)	35	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
8703319000	- - - Other	35	G-7
8703321000	- - - Four wheel drive (4 x 4)	35	G-7
8703329000	- - - Other	35	G-7
8703331000	- - - Four wheel drive (4 x 4)	35	G-7
8703339000	- - - Other	35	G-7
8703900010	-- With electric engine	35	G-7
8703900030	-- Hybrid	35	G-7
8703900090	-- Other	35	G-7
8704211000	- - - Less than or equal to 4.537 t	35	G-10
8704219000	- - - Other	15	G-10
8704221000	- - - Not exceeding 6,2 t	15	G-10
8704222000	- - - Exceeding 6,2 t, but not exceeding 9,3 t	15	G-10
8704229000	- - - Exceeding 9,3 t	15	G-10
8704230000	-- g.v.w. exceeding 20 tonnes	15	G-7
8704311010	- - - - With engine operating with natural gas	35	G-10
8704311090	- - - - Other	35	G-10
8704319010	- - - - With engine operating with natural gas	5	G-5
8704319090	- - - - Other	15	G-10
8704321010	- - - - With engine operating with natural gas	5	G-5
8704321090	- - - - Other	15	G-10
8704322010	- - - - With engine operating with natural gas	5	G-5
8704322090	- - - - Other	15	G-10
8704329010	- - - - With engine operating with natural gas	5	G-5
8704329090	- - - - Other	15	G-10
8704900011	- - - With electric engine	35	G-10
8704900012	- - - Hybrid	35	G-10
8704900019	- - - Other	35	G-10
8704900093	- - - With electric engine	5	G-5
8704900094	- - - Hybrid	5	G-5
8704900099	- - - Other	15	G-10
8705100000	- Crane lorries	15	G-5
8705300000	- Fire fighting vehicles	15	G-5
8705400000	- Concrete-mixer lorries	15	G-5
8705901900	- - - Other	15	G-10
8705909000	-- Other	15	G-10
8706001000	- For vehicles of heading 87.03	35	G-10
8706002130	- - - Of subheading 8704311010	35	G-10
8706002190	- - - Other	35	G-10
8706002930	- - - Of subheading 8704319010	35	G-10
8706002990	- - - Other	35	G-10
8706009140	- - - Of subheading 8704321010	15	G-10
8706009190	- - - Other	15	G-10

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
8706009220	- - - Of subheadings 8704322010 and 8704329010	15	G-10
8706009290	- - - Other	15	G-10
8706009910	- - - Of subheading 8702909920	15	G-10
8706009990	- - - Other	15	G-10
8707901000	- - For the vehicles of heading 87.02	10	G-10
8707909000	- - Other	10	G-10
8708100000	- Bumpers and parts thereof	10	G-10
8708292000	- - - Mudguards, bonnets, sides, doors and parts thereof	10	G-5
8708293000	- - - Front grilles	10	G-5
8708294000	- - - Dashboards	10	G-5
8708295000	- - - Framed windows; windows, whether or not framed, equipped with heating resistors and electrical connectors	10	G-7
8708299000	- - - Other	10	G-5
8708301000	- - Mounted brake linings	10	G-7
8708302100	- - - Drums	10	G-7
8708302210	- - - - Systems	10	G-7
8708302290	- - - - Parts	5	G-5
8708302310	- - - - Systems	10	G-7
8708302390	- - - - Parts	5	G-5
8708302400	- - - Servo-brakes	5	G-5
8708302500	- - - Discs	10	G-7
8708302900	- - - Other parts	10	G-7
8708501100	- - - Drive-axles	10	G-7
8708501900	- - - Parts	5	G-5
8708502900	- - - Parts	10	G-5
8708701000	- - Road wheels and parts	10	G-5
8708702000	- - Rims, hub-caps and other accessories	10	G-5
8708801010	- - - Spherical	10	G-7
8708801090	- - - Parts	5	G-5
8708802010	- - - Shocks	10	G-7
8708802090	- - - Parts	5	G-5
8708809010	- - - Stabilizer bars for vehicle suspension	5	G-5
8708809090	- - - Other	5	G-5
8708910010	- - - Radiators	10	G-5
8708920000	- - Silencers (mufflers) and exhaust pipes; parts thereof	10	G-7
8708931000	- - - Clutches	10	G-5
8708939100	- - - - Plates and discs	5	G-5
8708939900	- - - - Other	5	G-5
8708940010	- - - Steering wheels, columns and steering boxes	5	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
8708940090	- - - Parts	5	G-5
8708991100	- - - - Chassis-frames	10	G-5
8708991900	- - - - Parts	5	G-5
8708992100	- - - - Cardanic transmissions	10	G-5
8708992900	- - - - Parts	5	G-5
8708993100	- - - - Mechanical systems	10	G-5
8708993300	- - - - End fittings	10	G-5
8708993900	- - - - Other parts	5	G-5
8708995000	- - - Fuel tanks	10	G-5
8708999900	- - - - Other	5	G-5
8711100000	- With reciprocating internal combustion piston engine of a cylinder capacity not exceeding 50 cc	15	G-10
8711200000	- With reciprocating internal combustion piston engine of a cylinder capacity exceeding 50 cc but not exceeding 250 cc	30	G-10
8711300000	- With reciprocating internal combustion piston engine of a cylinder capacity exceeding 250 cc but not exceeding 500 cc	30	G-10
8711400000	- With reciprocating internal combustion piston engine of a cylinder capacity exceeding 500 cc but not exceeding 800 cc	30	G-10
8711500000	- With reciprocating internal combustion piston engine of a cylinder capacity exceeding 800 cc	15	G-10
8711900020	-- Bicycle with electric engine	15	G-10
8711900090	-- Other	15	G-10
8712000000	Bicycles and other cycles (including delivery tricycles), not motorised.	15	G-10
8713100000	- Not mechanically propelled	10	G-5
8713900000	- Other	10	G-5
8714101000	- - Saddles	10	G-10
8714109000	-- Other	10	G-10
8714910000	- - Frames and forks, and parts thereof	10	G-5
8714930000	- - Hubs, other than coaster braking hubs and hub brakes, and free-wheel sprocket-wheels	10	G-5
8715001000	- Baby carriages	15	G-10
8715009000	- Parts	10	G-5
8716100000	- Trailers and semi-trailers of the caravan type, for housing or camping	15	G-7
8716200000	- Self-loading or self-unloading trailers and semi-trailers for agricultural purposes	15	G-7
8716390090	- - - Other	15	G-5
8716400000	- Other trailers and semi-trailers	15	G-7
8716801000	- - Wheel barrows	15	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
8716809000	- - Other	15	G-5
8716900000	- Parts	5	G-5
8903920000	- - Motorboats, other than outboard motorboats	10	G-7
8903991000	- - - Jet skis	10	G-7
8903999000	- - - Other	10	G-7
9003110000	- - Of plastics	10	G-5
9004100000	- Sunglasses	15	G-7
9004901000	- - Protective spectacles for working	15	G-7
9018312000	- - - Of plastic	10	G-7
9018319000	- - - Other	10	G-7
9018390000	- - Other	5	G-5
9018410000	- - Dental drill engines, whether or not combined on a single base with other dental equipment	5	G-5
9021210000	- - Artificial teeth	15	G-7
9026200000	- For measuring or checking pressure	5	G-5
9028100090	- - Other	10	G-5
9028201000	- - Water meters	10	G-5
9029101000	- - Taximeters	10	G-5
9103100000	- Electrically operated	15	G-7
9105110000	- - Electrically operated	15	G-5
9105190000	- - Other	15	G-7
9105210000	- - Eléctricos	15	G-5
9105290000	- - Other	15	G-7
9105919000	- - - Other	15	G-10
9105990000	- - Other	15	G-7
9106909000	- - Other	5	G-5
9113200000	- Of base metal, whether or not gold- or silver-plated	15	G-5
9202900000	- Other	10	G-5
9205909000	- - Other	10	G-5
9206000000	Percussion musical instruments (for example, drums, xylophones, cymbals, castanets, maracas).	10	G-5
9301902300	- - - Fully automatic	15	G-5
9301904900	- - - Other	15	G-5
9302001000	- Revolvers	15	G-7
9302002100	- - Semiautomatics	15	G-7
9303201100	- - - Pump action	15	G-7
9303201200	- - - Semiautomatics	15	G-7
9303201900	- - - Other	15	G-7
9303202000	- - Of shotguns, including shotgun-rifles combinations	15	G-7
9303209000	- - Other	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
9303301000	- - Single shot	15	G-7
9303302000	- - Semiautomatics	15	G-7
9303309000	- - Other	15	G-7
9305102000	- - Frames and receivers	15	G-5
9305103000	- - Barrels	15	G-5
9305104000	- - Pistons, pins and recoil buffer (muzzle breaks)	15	G-5
9305105000	- - Magazines and parts thereof	15	G-5
9305106000	- - Silencers and parts thereof	15	G-5
9305107000	- - Stock, pistol grip and lockplates	15	G-5
9305108000	- - Blocks (for pistols) and cylinders (for revolvers)	15	G-5
9305109000	- - Other	15	G-5
9305201000	- - Shotgun barrels	15	G-5
9305202100	- - - Trigger mechanism	15	G-5
9305202200	- - - Frames and receivers	15	G-5
9305202300	- - - Rifled barrels	15	G-5
9305202400	- - - Pistons, pins and recoil buffer (muzzle breaks)	15	G-5
9305202500	- - - Magazines and parts thereof	15	G-5
9305202600	- - - Silencers and parts thereof	15	G-5
9305202700	- - - Flash suppressor and parts thereof	15	G-5
9305202800	- - - Breechs, locks and bolt carrier	15	G-5
9305202900	- - - Other	15	G-5
9305911200	- - - - Frames and receivers	15	G-5
9305911400	- - - - Pistons, pins and recoil buffer (muzzle breaks)	15	G-5
9305911500	- - - - Magazines and parts thereof	15	G-5
9305911600	- - - - Silencers and parts thereof	15	G-5
9305911700	- - - - Flash suppressor and parts thereof	15	G-5
9305911800	- - - - Breech, locks and bolt carrier	15	G-5
9305911900	- - - - Other	15	G-5
9305919000	- - - Other	15	G-5
9306210000	- - Cartridges	15	G-5
9306291000	- - - Pellet	15	G-5
9306299000	- - - Parts	15	G-5
9306302000	- - Blank cartridges for pistols or for similar purposes, captive-bolt humane killers guns	15	G-5
9306303000	- - Other cartridges	15	G-7
9306309000	- - Parts	15	G-5
9306901100	- - - For war arms	15	G-7
9306901900	- - - Other	15	G-5
9401200000	- Seats of a kind used for motor vehicles	10	G-7
9401300000	- Swivel seats with variable height adjustment	15	G-10
9401400000	- Seats other than garden seats or camping equipment, convertible into beds	15	G-10

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
9401510000	- - Of bamboo or rattan	15	G-10
9401590000	- - Other	15	G-7
9401610000	- - Upholstered	15	G-10
9401690000	- - Other	15	G-10
9401710000	- - Upholstered	15	G-10
9401790000	- - Other	15	G-10
9401800000	- Other seats	15	G-10
9401901000	- - Devices for reclining seats	5	G-5
9401909000	- - Other	15	G-10
9402901000	- - Operating tables and parts thereof	10	G-5
9402909000	- - Other and parts thereof	10	G-5
9403100000	- Metal furniture of a kind used in offices	15	G-7
9403200000	- Other metal furniture	15	G-7
9403300000	- Wooden furniture of a kind used in offices	15	G-10
9403400000	- Wooden furniture of a kind used in the kitchen	15	G-10
9403500000	- Wooden furniture of a kind used in the bedroom	15	G-10
9403600000	- Other wooden furniture	15	G-5
9403700000	- Furniture of plastics	15	G-10
9403810000	- - Of bamboo or rattan	15	G-10
9403890000	- - Other	15	G-7
9403900000	- Parts	15	G-5
9404100000	- Mattress supports	15	G-10
9404210000	- - Of cellular rubber or plastics, whether or not covered	15	G-10
9404290000	- - Of other materials	15	G-10
9404300000	- Sleeping bags	15	G-10
9404900000	- Other	15	G-5
9405102000	- - Light projector	15	G-5
9405109000	- - Other	15	G-5
9405200000	- Electric table, desk, bedside or floor-standing lamps	15	G-7
9405300000	- Lighting sets of a kind used for Christmas trees	15	G-7
9405401100	- - - Light projector	15	G-5
9405401900	- - - Other	15	G-5
9405409000	- - Other	15	G-5
9405501000	- - Of liquid fuel under pressure	15	G-5
9405509000	- - Other	15	G-10
9405600000	- Illuminated signs, illuminated name-plates and the like	10	G-5
9405920000	- - Of plastics	15	G-7
9405990000	- - Other	15	G-5
9406000000	Prefabricated buildings.	10	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
9503001000	- Tricycles, scooters, pedal cars and similar wheeled toys; dolls carriages	15	G-5
9503002200	- - Dolls, even dresses	15	G-5
9503002800	- - Garments and accessories (accessories), clothing, footwear and headgear	15	G-5
9503002900	- - Other	15	G-5
9503003000	- Reduced-scale ("scale") models and similar recreational models, working or not	15	G-5
9503004000	- Puzzles of all kinds	15	G-7
9503009100	- - Electric trains, including tracks, signals and other accessories therefor	15	G-5
9503009200	- - Constructional toys	15	G-5
9503009300	- - Toys representing animals or non-human creatures	15	G-5
9503009400	- - Toy musical instruments and apparatus	15	G-5
9503009500	- - Put up in sets or in panoply	15	G-5
9503009910	- - - Globes of natural rubber latex	15	G-7
9503009990	- - - Other	15	G-7
9504200000	- Articles and accessories for billiards of all kinds	15	G-7
9504301010	- - - Unipositional (single player)	15	G-7
9504301090	- - - Other	15	G-7
9504309000	- - Other	15	G-7
9504400000	- Playing cards	15	G-7
9504901000	- - Games of chess and draughts	15	G-5
9504902000	- - Bowling requisites, whether or not automatic	15	G-5
9504909100	- - - Of chance	15	G-5
9504909900	- - - Other	15	G-7
9505100000	- Articles for Christmas festivities	15	G-10
9505900000	- Other	15	G-7
9506110000	- - Skis	15	G-5
9506120000	- - Ski-fastenings (ski-bindings)	15	G-5
9506190000	- - Other	15	G-5
9506210000	- - Sailboards	15	G-5
9506290000	- - Other	15	G-5
9506310000	- - Clubs, complete	15	G-5
9506320000	- - Balls	15	G-5
9506390000	- - Other	15	G-7
9506400000	- Articles and equipment for table-tennis	15	G-5
9506510000	- - Lawn-tennis rackets, whether or not strung	15	G-5
9506590000	- - Other	15	G-5
9506610000	- - Lawn-tennis balls	15	G-5
9506620010	- - - Of Football, including American football	15	G-10

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
9506620020	- - - Of Basketball	15	G-10
9506620030	- - - Of Volleyball	15	G-10
9506620090	- - - Other	15	G-10
9506690000	- - Other	15	G-10
9506700000	- Ice skates and roller skates, including skating boots with skates attached	15	G-10
9506910000	- - Articles and equipment for general physical exercise, gymnastics or athletics	15	G-7
9506991000	- - - Articles and equipment for baseball and softball, other than balls	15	G-5
9506999000	- - - Other	15	G-7
9601900000	- Other	15	G-10
9602001000	- Gelatin capsules for pharmaceutical products	15	G-10
9603100000	- Brooms and brushes, consisting of twigs or other vegetable materials bound together, with or without handles	15	G-10
9603210000	- - Tooth brushes, including dental-plate brushes	15	G-10
9603290000	- - Other	15	G-10
9603301000	- - Artists' brushes	15	G-5
9603309000	- - Other	15	G-10
9603400000	- Paint, distemper, varnish or similar brushes (other than brushes of subheading 9603.30); paint pads and rollers	15	G-10
9603901000	- - Prepared knots and tufts for broom or brush making	15	G-7
9603909000	- - Other	15	G-7
9604000000	Hand sieves and hand riddles.	10	G-7
9605000000	Travel sets for personal toilet, sewing or shoe or clothes cleaning.	15	G-10
9606100000	- Press-fasteners, snap-fasteners and press-studs and parts therefor	10	G-7
9606210000	- - Of plastics, not covered with textile material	10	G-7
9606220000	- - Of base metal, not covered with textile material	10	G-7
9606291000	- - - Of tagua (vegetable ivory)	10	G-7
9606299000	- - - Other	10	G-7
9606301000	- - Of plastics or tagua (vegetable ivory)	10	G-7
9607110000	- - Fitted with chain scoops of base metal	10	G-7
9607190000	- - Other	10	G-7
9607200000	- Parts	10	G-7
9608100000	- Pens	15	G-5
9608200000	- Pens and felt-tip markers or other porous-tipped	15	G-10
9608300000	- Fountain pens and other pens	15	G-5
9608500000	- Sets of articles from two or more of the foregoing	15	G-5

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
	subheadings		
9608600000	- Refills for ball point pens, comprising the ball point and ink- reservoir	15	G-5
9608991000	- - - Other Articles	15	G-7
9608992900	- - - - Other	15	G-5
9609100000	- Pencils and crayons, with leads encased in a rigid sheath	15	G-10
9609200000	- Pencil leads, black or coloured	15	G-10
9609900000	- Other	15	G-10
9610000000	Slates and boards, with writing or drawing surfaces, whether or not framed.	15	G-7
9612100000	- Ribbons	10	G-7
9612200000	- Ink-pads	10	G-7
9613100000	- Pocket lighters, gas fuelled, non-refillable	15	G-5
9613200000	- Pocket lighters, gas fuelled, refillable	15	G-5
9613800000	- Other lighters	15	G-7
9613900000	- Parts	15	G-5
9614000000	Smoking pipes (including pipe bowls) and cigar or cigarette holders, and parts thereof.	15	G-5
9615110000	- - Of hard rubber or plastics	15	G-10
9615190000	- - Other	15	G-10
9615900000	- Other	15	G-10
9616100000	- Scent sprays and similar toilet sprays, and mounts and heads therefor	15	G-10
9616200000	- Powder-puffs and pads for the application of cosmetics or toilet preparations	15	G-10
9617000000	Vacuum flasks and other vacuum vessels, complete with cases; parts thereof other than glass inner.	15	G-7
9618000000	Tailors' dummies and other lay figures; automata and other animated displays used for shop window dressing.	10	G-7
9619001010	- - Of paper pulp, paper, cellulose wadding or webs of cellulose fibres	15	G-7
9619001090	- - Of other materials	15	G-7
9619002010	- - Of paper pulp, paper, cellulose wadding or webs of cellulose fibres	15	G-7
9619002020	- - - Chapter 56 of wadding	5	G-5
9619002090	- - Of other materials	15	G-7
9619009010	- - Of paper pulp, paper, cellulose wadding or webs of cellulose fibres	15	G-7
9619009020	- - - Chapter 56 of wadding	5	G-5
9619009090	- - Of other materials	15	G-7
9701100000	- Paintings, drawings and pastels	15	G-7

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
9701900000	- Other	15	G-7
9702000000	Original engravings, prints and lithographs	15	G-5
9703000000	Original sculptures and statuary, in any material.	15	G-5
9704000000	Postage or revenue stamps, stamp-postmarks, first-day covers, postal stationery (stamped paper), and the like, used or unused, other than those of heading 49.07.	15	G-5
9705000000	Collections and collectors' pieces of zoological, botanical, mineralogical, anatomical, historical, archaeological, palaeontological, ethnographic or numismatic interest	15	G-5
9706000000	Antiques of an age exceeding one hundred years.	15	G-5

**SECTION 1-B: GRADUAL TARIFF ELIMINATION BY ISRAEL TO GOODS ORIGINATING IN  
COLOMBIA**

<b>Israel's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
28352600	other phosphates of calcium	12	G-5
30051040	stretchable or elastic band aids	12	G-5
33041000	lip make up preparations	12	G-5
33042000	eye make up preparations	12	G-5
33043000	manicure or pedicure preparations:	12	G-5
33049100	powders, whether or not compressed:	12	G-5
33049990	others	12	G-5
33051000	shampoos	12	G-5
33059000	others	12	G-5
33061010	special preparations for the care of dentures	12	G-5
39181000	of polymers of vinyl chloride	12	G-5
48182000	handkerchiefs, cleansing or facial tissues and towels	12	G-5
48237090	others	12	G-5
54079490	others	12	G-5
57050010	flocked felt	12	G-5
58110031	from cotton gauze	12	G-5
58110066	others, form felt	12	G-5
58110093	pile fabrics (woven), others	12	G-5
59031049	others	12	G-5
59039021	of a weight exceeding 1000 gr per sq/m	12	G-5
61042200	of cotton	12	G-5
61044200	of cotton	12	G-5
61044300	of synthetic fibers	12	G-5
61044400	of artificial fibers	12	G-5
61052000	of man made fibers	12	G-5
61061000	of cotton	12	G-5
61062000	of man made fibers	12	G-5
61071100	of cotton	12	G-5
61071200	of man made fibers	12	G-5
62064000	of man made fibers	12	G-5
62092010	bathing suites	12	G-5
62171020	belts	12	G-5
63021000	bed linen, knitted or crocheted	12	G-3
63022100	of cotton	12	G-3

<b>Israel's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
63022910	electrically heated	12	G-3
63022990	others	12	G-3
63023210	from unwoven fabric	12	G-3
63023220	electrically heated	12	G-3
63023910	electrically heated	12	G-3
63023990	of other textile material.	12	G-3
63025100	of cotton	12	G-3
63025300	of man made fibers	12	G-3
63025900	of other textile materials	12	G-3
63029100	of cotton	12	G-3
63029310	from unwoven fabric	12	G-3
63029390	others	12	G-3
63029900	of other textile materials	12	G-3
64041990	others	12	G-5
69089090	others	12	G-3
69101020	sinks, sink pedestals, toilet bowls, bathtubs, bidets, flushing tanks, urinals	12	G-3
69101090	others	10	G-3
69109020	sinks, sink pedestals, toilet bowls, bathtubs, bidets, flushing tanks, urinals	12	G-3
69109090	others	10	G-3
70051090	others	12	G-3
70052190	others	12	G-3
70052990	others	12	G-3
70053000	wired glass	12	G-3
70071191	concave	12	G-5
70072199	other	12	G-5
70109031	of a capacity exceeding 0.18 litre but not exceeding 1.5 litre	16,9	G-5
82042000	interchangeable spanner sockets, with or without handles :	8	G-5
84151010	appliance for changing the air temperature and humidity, if it will be installed in an industrial plant for use in a hall in which goods are processed or if installed in a radar housing or in a military communications housing (conditional)	10,5	G-3

<b>Israel's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
84151030	especially for cooling cabinets containing electrical equipment and whose output does not exceed 12,000 btu/hr	12	G-3
84151040	of a cooling output not exceeding 48,000 btu/hr	12	G-3
84151090	others	10,5	G-3
84152010	excluding those who specified in 84.14.5991 if installed in a motor vehicle, provided that the rate of customs duties that applies on it does not exceed 7% and the tax rate that applies on it does not exceed 8% (conditional).	10,5	G-3
84152090	others	10,5	G-3
84158100	incorporating a refrigerating unit and a value for reversal of the cooling/heat cycle (reversible heat pumps)	10,5	G-3
84158210	appliance for changing the air temperature and humidity, if it will be installed in an industrial plant for use in a hall in which the goods are processed or if it will be installed in a radar housing or in a military communications housing (conditional)	10,5	G-3
84158230	of the kind used for persons if they will be installed in mobile machines of headings 84.27 through 84.30 (conditional)	10,5	G-3
84158249	others	12	G-3
84158290	others	10,5	G-3
84158310	appliance for changing the air temperature and humidity, if it will be installed in an industrial plant for use in a hall in which the goods are processed or if it will be installed in a radar housing or in a military communications housing (conditional)	10,5	G-3

<b>Israel's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
84158341	if installed in a motor vehicle, provided the rate of custom duties that applies on it does not exceed 7% and the tax rate that applies on it does not exceed 8%, or in mobile machines of heading 84.27 through 84.30 (conditional)	10,5	G-3
84158349	others	10,5	G-3
84158350	of a cooling output not exceeding 48,000 btu/hr	12	G-3
84158390	others	10,5	G-3
84159011	of the kind used in a motor vehicle	12	G-5
84159014	of a cooling output not exceeding 48,000 btu/hr according to article 9011	12	G-3
84159019	others	10,5	G-3
84159020	specially for goods of subheadings 1030, 1040, 8120, 8240 and 8350	12	G-3
84159031	evaporator, evaporating unit having a rigid plastic covering, designated for the sole use in motor vehicles, whether including accessories such as, blower, electrical motor expansion valve, or not; condensing coil, made of aluminium or aluminium and iron, specially made for motor vehicle	12	G-3
84159039	others	12	G-3
84159090	others	10,5	G-3
84181000	combined refrigerator freezers, fitted with separate external doors	12	G-5
84818010	cast valves of the kind "sluice valve" and "gate valve" whose nominal diameter does not exceed 16 inches	12	G-5
85011049	others	11,2	G-3
85011099	others	12	G-3
85012019	others	11,2	G-3
85012099	others	12	G-3
85013159	others	11,2	G-3
85013199	others	11,2	G-3
85013250	of the kind used in motor vehicles, other than tax exempted tractors, for forklifts or vehicles which move on rails	11,2	G-3
85014099	others	12	G-3

<b>Israel's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
85015199	others	12	G-3
85015290	others	12	G-3
85015390	others	12	G-3
85016310	for a voltage of 220 volts or more; of a weight exceeding 4 tonnes	12	G-3
85016390	others	11,2	G-3
85041000	ballasts for discharge lamps or tubes	12	G-3
85042100	having a power handling capacity not exceeding 650 kva	12	G-3
85042200	having a power handling capacity exceeding 650 kva but not exceeding 10,000 kva:	12	G-3
85042300	having a power handling capacity exceeding 10,000 kva	12	G-3
85043110	of the kind used exclusively or mainly for welding, soldering or braising	12	G-3
85043121	up to 45 kilo volts	12	G-3
85043199	others	10,5	G-3
85043210	of the kind used exclusively or mainly for welding, soldering or braising	12	G-3
85043290	others	10,5	G-3
85043300	having a power handling capacity exceeding 16 kva but not exceeding 500 kva	12	G-3
85043400	having a power handling capacity exceeding 500 kva	12	G-3
85044020	vibrators	8	G-3
85044030	rectifiers of the kind used in motor vehicles	6	G-3
85044050	domestic mattery chargers put up in sets including batteries	12	G-3
85044071	imported with accumulators	12	G-3
85044079	others	10	G-3
85044080	others, imported with accumulators	12	G-3
85045020	earthing coil for a voltage exceeding 22 kilo volts (kv)	12	G-3
85071090	others	12	G-3
85072020	special for the ignition of a motor vehicle and only that the hight of the side walls of its tank does not exceed 375 mm	12	G-3
85072090	others	12	G-3
85371090	Others	12	G-3

<b>Israel's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>
85441120	others, enamel insulated or plastic insulated without additional insulation	9	G-3
85441190	others	5,6	G-3
85441900	others	5,6	G-3
85442090	others	12	G-3
85443090	others	10,5	G-3
85444290	others	12	G-3
85446090	others	12	G-3
87032120	car intended for touring and sightseeing, which is approved by the road transport controller according to article 24b of the ordinance for the supervision of goods and services (touring by vehicle and its leasing) 1980 (5741) (3*), as long as the said approval is in force, and which were not specified or included in subheading 9011 (conditional)	7	G-5
87039011	which total weight exceeds 4,500kg with electrical motor only that serves for vehicle	7	G-5
90278059	others	5,6	G-5
95069190	others	10	G-5

**ANNEX 2-B:  
PREFERENTIAL TREATMENT FOR AGRICULTURAL GOODS**

Legend:

<b>Tariff Reduction Category</b>	<b>Preferential Treatment</b>
I	Immediate Elimination of Customs Duties upon entry into force of the Agreement
G-3	Customs Duties shall be eliminated in three (3) equal cuts, beginning on the date this Agreement enters into force. The remaining cuts shall be made on January 1st of the successive years and shall be duty-free thereafter.
G-5	Customs Duties shall be eliminated in five (5) equal cuts, beginning on the date this Agreement enters into force. The remaining cuts shall be made on January 1st of the successive years and shall be duty-free thereafter.
G-5A	Customs Duties shall be eliminated in three (3) successive annual equal cuts, beginning January 1st of year three (3) after the entry into force of the Agreement, and shall be duty-free thereafter.
G-5B	Customs Duties shall be eliminated in two (2) successive annual equal cuts, beginning January 1st of year four (4) after the entry into force of the Agreement, and shall be duty-free thereafter.
G-7	Customs Duties shall be eliminated in seven (7) equal cuts, beginning on the date this Agreement enters into force. The remaining cuts shall be made on January 1st of the successive years and shall be duty-free thereafter.
G-10	Customs Duties shall be eliminated in ten (10) equal cuts, beginning on the date this Agreement enters into force. The remaining cuts shall be made on January 1st of the successive years and shall be duty-free thereafter.
G-10A	Customs Duties shall be eliminated in five (5) successive annual equal cuts, beginning January 1st of years six (6) after the entry into force of the Agreement and shall be duty-free thereafter.
G-12	Customs Duties shall be eliminated in twelve (12) equal cuts, beginning on the date this Agreement enters into force. The remaining cuts shall be made on January 1st of the successive years and shall be duty-free thereafter.
S	Elimination or reduction on Customs Duties as specified for each tariff line

For **Section 1-B** and **Section 2-B**, the base rate of customs duties for tariff cuts is indicated for each tariff line.

**SECTION 1-A: PREFERENTIAL TREATMENT BY COLOMBIA TO GOODS  
ORIGINATING IN ISRAEL**

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>	<b>Remarks</b>
0106410000	-- Bees	I		
0106490000	-- Other	I		
0602101000	- - Orchids	I		
0602109000	- - Other	I		
0602200000	- Trees, shrubs and bushes, grafted or not, of kinds which bear edible fruit or nuts	I		
0602901000	- - Orchids, including their rooted slips	I		
0602909000	- - Other	I		
0603110000	- - Roses	S	Quota: 500 tons. Tariff Rate Quota: 0%. Extra Quota: MFN	
0603191000	- - - Gypsophila (illusion) (Gypsophila paniculata L.)	S	Quota: 250 tons aggregate to lines 0603.19.10.00, 0603.19.20.00. Tariff Rate Quota: 0%. Extra Quota: MFN	
0603192000	- - - Aster	S	Quota: 250 tons aggregate to lines 0603.19.10.00, 0603.19.20.00. Tariff Rate Quota: 0%. Extra Quota: MFN	
0603193000	- - - Alstroemeria	S	Quota: 250 tons aggregate to lines 0603.19.30.00, 0603.19.40.00. Tariff Rate Quota: 0%. Extra Quota: MFN	
0603194000	- - - Gerbera	S	Quota: 250 tons aggregate to lines 0603.19.30.00, 0603.19.40.00. Tariff Rate Quota: 0%. Extra Quota: MFN	
0603199000	- - - Other	S	Quota: 250 tons. Tariff Rate Quota: 0%. Extra	

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>	<b>Remarks</b>
			Quota: MFN	
0603900000	- Other	I		Only for Poppy (Papaver species).
0706100000	- Carrots and turnips	I		
0710290000	- - Other	I		
0710400000	- Sweet corn	I		
0710801000	- - Asparagus	I		
0710809000	- - Other	I		
0712901000	- - Garlic	I		
0712902000	- - Sweet corn for sowing	I		
0712909000	- - Other	I		
0802320000	- - Shelled	I		
0804100000	- Dates	I		
0804200000	- Figs	I		
0804400000	- Avocado	I		
0804501000	- - Guavas	I		
0804502000	- - Mangos and mangosteens	I		
0805100000	- Oranges	I		
0805201000	- - Mandarins (including tangerines and satsumas)	I		
0805202000	- - Tangelo (Citrus reticulate x Citrus paradisis)	I		
0805209000	- - Other	I		
0805400000	- Grapefruit, including pomelos	I		
0805900000	- Other	I		
0810901010	- Other	I		
0810901020	- Other	I		
0810901030	- Other	I		
0810901040	- Other	I		
0810901090	- Other	I		
0810902000	- - Soursops, sweetsops and other anonas (Annona spp.)	I		

Colombia's Tariff Line (2012)	Description	Tariff Reduction Category	Specified Conditions	Remarks
0810903000	-- Tree tomato ("lima tomate", "tamarillo") (Cyphomandra betacea)	I		
0810904000	-- Pitahayas (Cereus spp.)	I		
0810905000	-- Uchuvas ("uvillas") (Physalis peruviana)	I		
0810909010	-- Other	I		
0810909020	-- Other	I		
0810909090	-- Other	I		
0811901000	-- Containing added sugar or other sweetening matter	I		
0811909100	--- Mango (Mangifera indica L.)	I		
0811909200	--- Camu Camu (Myrciaria dubia)	I		
0811909300	--- Lucuma (Lúcuma obovata)	I		
0811909400	--- «Passion fruit» (parchita) (Passiflora edulis)	I		
0811909500	--- Soursop (Annona muricata)	I		
0811909600	--- Papaws	I		
0811909900	--- Other	I		
0814001000	- Of lemon (citrus limonum, common lemon, creole lemon) (Citrus aurantifolia)	I		
0814009000	- Other	I		
0902100000	- Green tea (not fermented) in immediate packings of a content not exceeding 3 kg	I		
0902300000	- Black tea (fermented) and partly fermented tea, in immediate packings of a content not exceeding 3 kg	I		
0902400000	- Other black tea (fermented) and other partly fermented tea	I		
0904120000	-- Crushed or ground	I		
0906200000	- Crushed or ground	I		
0910991000	--- Bay leaves	I		
0910999000	--- Other	S	Quota: 200 tons, Tariff Rate Quota: 0%. Extra	

Colombia's Tariff Line (2012)	Description	Tariff Reduction Category	Specified Conditions	Remarks
			Quota: MFN	
1101000000	Wheat or meslin flour.	I		
1206001000	- Seed	I		
1207401000	- - Seed	I		
1207991000	- - - Seed	I		
1209100000	- Sugar beet seed	I		
1209290000	- - Other	I		
1209300000	- Seeds of herbaceous plants cultivated principally for their flowers	I		
1209911000	- - - Of onion, leek, garlic and other vegetables of the genus Allium	I		
1209912000	- - - Of sprout, cauliflower, broccoli, turnip and other of the genus Brassica	I		
1209913000	- - - Of carrot (Daucus carota)	I		
1209914000	- - - Of lettuce (Lactuca sativa)	I		
1209915000	- - - Of tomatoes (Lycopersicum spp.)	I		
1209919000	- - - Other	I		
1209991000	- - - Seeds of fruit-trees or of forestal-trees	I		
1209992000	- - - Seeds of tobacco	I		
1209993000	- - - Seeds of tara (Caesalpineia spinosa)	I		
1209994000	- - - Seeds of annatto (onoto, bija)	I		
1209999000	- - - Other	I		
1211903000	- - Wild marjoram (Origanum vulgare)	I		
1211905000	- - Cats's claw (Uncaria tomentosa)	I		
1211906000	- - Lemon verbena "Hierbaluisa" (Cymbopogon citratu)	I		
1211909000	- - - Pireyarethrum (peltre)	I		
1302120000	- - Of liquorice	I		

Colombia's Tariff Line (2012)	Description	Tariff Reduction Category	Specified Conditions	Remarks
1302191100	- - - - Presented or put up for retail sale	I		
1302191900	- - - - Other	I		
1302192000	- - - Extract of soya beans, whether or not powdered	I		
1302199100	- - - - Presented or put up for retail sale	I		
1302199900	- - - - Other	I		
1302200000	- Pectic substances, pectinates and pectates	I		
1302391000	- - - Mucilages of tara seed (Caesalpinia spinosa)	I		
1302399000	- - - Other	I		
1509100000	- Virgin	I		
1604200000	- Other prepared or preserved fish	I		
1702110000	- - Containing by weight 99 % or more lactose, expressed as anhydrous lactose, calculated on the dry matter	I		
1702191000	- - - Lactose	I		
1702192000	- - - Lactose syrup	I		
1702301000	- - Containing by weight 99% or more glucose, expressed as anhydrous glucose, calculated on the dry matter (Dextrose)	S	Quota: 100 tons aggregate to lines 1702.30.10, 1702.30.20, 1702.30.90, Tariff Rate Quota: 0%. Extra Quota: MFN	
1702302000	- - Glucose syrup	S	Quota: 100 tons aggregate to lines 1702.30.10, 1702.30.20, 1702.30.90, Tariff Rate Quota: 0%. Extra Quota: MFN	
1702309000	- - Other	S	Quota: 100 tons aggregate to lines 1702.30.10, 1702.30.20, 1702.30.90, Tariff Rate Quota: 0%. Extra Quota: MFN	
1704101000	- - Sugar-coated	I		

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>	<b>Remarks</b>
1704109000	-- Other	I		
1704901000	-- Toffees and sweets, including lollipops, candies, drops	I		
1704909000	-- Other	I		
1901101000	-- Prepared milk obtained from maternal milk	S	Quota: 100 tons aggregate to lines 1901.10.10, 1901.10.91, 1901.10.99, Tariff Rate Quota: 0%. Extra Quota: MFN	
1901109100	--- Preparations for infant use obtained from flour, meal, starch or malt extract	S	Quota: 100 tons aggregate to lines 1901.10.10, 1901.10.91, 1901.10.99, Tariff Rate Quota: 0%. Extra Quota: MFN	
1901109900	--- Other	S	Quota: 100 tons aggregate to lines 1901.10.10, 1901.10.91, 1901.10.99, Tariff Rate Quota: 0%. Extra Quota: MFN	
1901901000	-- Malt extract	I		
1901902000	-- Milk caramel or milk sweet (Manjar blanco)	I		
1901909000	-- Other	I		
1902300000	- Other pasta	S	Quota: 100 tons, Tariff Rate Quota: 0%. Extra Quota: MFN	
1902400000	- Couscous	I		
1904100000	- Prepared foods obtained by the swelling or roasting of cereals or cereal products	I		
1904900090	- Other	I		
1905310000	-- Sweet biscuits	I		
1905320000	-- Waffles and wafers	S	Quota: 500 tons aggregate to lines 1905.32.00, 1905.40.00. Tariff Rate Quota: 0%. Extra Quota: MFN	

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>	<b>Remarks</b>
1905400000	- Rusks, toasted bread and similar toasted products	S	Quota: 500 tons aggregate to lines 1905.32.00, 1905.40.00. Tariff Rate Quota: 0%. Extra Quota: MFN	
1905901000	- - Salted and flavoured biscuits	S	5%	
1905909000	- - Other	I		
2001100000	- Cucumber and gherkin	I		
2001901000	- - Olives	I		
2001909000	- - Other	I		
2002100000	- Tomatoes, whole or in pieces	I		
2002900000	- Other	I		
2004900000	- Other vegetables and mixtures of vegetables	I		
2005700000	- Olives	I		
2005991000	- - - Artichokes	I		
2005992000	- - - Piquillo pepper (Capsicum annum)	I		
2005999000	- - - Other	I		
2007991100	- - - - Jams, fruit jellies, marmalades	S	Quota: 300 tons aggregate to lines 2007.99.11, 2007.99.12, 2007.99.91, 2007.99.92, Tariff Rate Quota: 0%. Extra Quota: MFN	
2007991200	- - - - Purées and pastes	S	Quota: 300 tons aggregate to lines 2007.99.11, 2007.99.12, 2007.99.91, 2007.99.92, Tariff Rate Quota: 0%. Extra Quota: MFN	
2007999100	- - - - Jams, fruit jellies, marmalades	S	Quota: 300 tons aggregate to lines 2007.99.11, 2007.99.12, 2007.99.91, 2007.99.92, Tariff Rate Quota: 0%. Extra Quota: MFN	
2007999200	- - - - Purées and pastes	S	Quota: 300 tons aggregate to lines	

Colombia's Tariff Line (2012)	Description	Tariff Reduction Category	Specified Conditions	Remarks
			2007.99.11, 2007.99.12, 2007.99.91, 2007.99.92, Tariff Rate Quota: 0%. Extra Quota: MFN	
2008191000	- - - Cashew nuts	I		
2008192000	- - - Pistachios	I		
2008199000	- - - Other, including mixtures	I		
2008300000	- Citrus fruit	I		
2008992000	- - - Papaws (papayas)	I		
2008993000	- - - Mangoes	I		
2008999000	- - - Other	I		
2009120000	- - Not frozen, of a Brix value not exceeding 20	I		
2009190000	- - Other	I		
2009210000	- - Of a Brix value not exceeding 20	I		
2009290000	- - Other	I		
2009310000	- - Of a Brix value not exceeding 20	I		
2009391000	- - - Of lemon of subheading 0805.50.21	I		
2009399000	- - - Other	I		
2009500000	- Tomato juice	I		
2009690000	- - Other	I		
2009900000	- Mixtures of juices	I		
2103902000	- - Mixed condiments and mixed seasonings	S	Quota: 200 tons aggregate to lines 2103.90.20 and 2103.90.90, Tariff Rate Quota: 0%. Extra Quota: MFN	
2103909000	- - Other	S	Quota: 200 tons aggregate to lines 2103.90.20 and 2103.90.90, Tariff Rate Quota: 0%. Extra Quota: MFN	
2104101000	- - Preparations for soups and broths	I		

Colombia's Tariff Line (2012)	Description	Tariff Reduction Category	Specified Conditions	Remarks
2105001000	- Icecreams, not containing lacteous fat	S	Quota: 150 tons aggregate to lines 2105.00.10, 2105.00.90 Tariff Rate Quota: 0%. Extra Quota: MFN	
2105009000	- Other	S	Quota: 150 tons aggregate to lines 2105.00.10, 2105.00.90 Tariff Rate Quota: 0%. Extra Quota: MFN	
2106101100	- - - Of soya, of a protein content in dry basis between 65% and 75%	I		
2106101900	- - - Other	I		
2106102000	- - Textured protein substances	I		
2106901000	- - Powdered creams, ice creams, puddings, flans, jellies an the like	I		
2106903000	- - Protein hydrolysates	S	4%	
2106904000	- - Autolysed yeasts	S	4%	
2106905000	- - Improvers of panification	S	4%	
2106907100	- - - Containing mixtures or extracts of plants, part of plants, seeds or fruits	I		
2106907200	- - - Containing mixtures or extracts of plants, part of plants, seeds or fruits, with vitamins, minerals or other substances	I		
2106907300	- - - Containing vitamins and minerals	I		
2106907400	- - - Containing vitamins	I		
2106907900	- - - Other	I		
2106908000	- - Maternal milk substitutes from non lacteous origin for infants up to 12 months old.	I		
2204100000	- Sparkling wine	I		
2204210000	- - In containers holding 2 l or less	I		
2204291000	- - - Grape must with fermentation prevented or arrested by the addition of	I		

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>	<b>Remarks</b>
	alcohol			
2204299000	- - - Other	I		
2204300000	- Other grape must	I		
3502200000	- Milk albumin, including concentrate of two or more whey proteins	I		

**SECTION 1-B: PREFERENTIAL TREATMENT BY COLOMBIA TO GOODS  
ORIGINATING IN ISRAEL**

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
0709600000	- Fruits of the genus Capsicum or of the genus Pimenta	15	G-3	
0710100000	- Potatoes	15	G-5	
0713331900	- - - - Other	60	G-10	
0713339100	- - - - Black	60	G-10	
0713339200	- - - - "Canario"	60	G-10	
0713339900	- - - - Other	60	G-10	
0901111000	- - - Seed	10	G-5	
0901119000	- - - Other	10	G-5	
0901900000	- Other	10	G-5B	
1206009000	- Other	Fixed component 15	S	12 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.
1207409000	- - Other	Fixed component 15	S	12 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.
1207999100	- - - - Karite seed	Fixed component 15	S	12 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.
1207999900	- - - - Other	Fixed component 15	S	12 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
1509900000	- Other	15	G-12	
1515900010	- Other	Fixed component 10	S	12 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.
1515900090	- Other	Fixed component 20	S	12 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.
1517100000	- Margarine, excluding liquid margarine	Fixed component 20	S	12 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.
1517900000	- Other	Fixed component 20	S	12 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.
1701991000	- - - Chemically pure sucrose	Fixed component 15	S	The fixed component of Andean Price Band (APB) will be liberalized in 5 years from year 15. The variable component of the APB System shall be maintained.
1701999000	- - - Other	Fixed component 15	S	The fixed component of Andean Price Band (APB) will be liberalized in 5 years from year 15. The variable component of the APB System shall be maintained.
1702401000	- - Glucose	Fixed component 20	S	The fixed component of Andean Price Band (APB) will be liberalized in 5 years from year 15. The variable component of the APB System shall be maintained.

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
1702402000	-- Glucose syrup	Fixed component 20	S	The fixed component of Andean Price Band (APB) will be liberalized in 5 years from year 15. The variable component of the APB System shall be maintained.
1702500000	- Chemically pure fructose	5	G-5	
1702901000	-- Artificial honey substitutes, whether or not mixed with natural honey.	10	G-12	
1702902000	-- Caramel	Fixed component 15	S	The fixed component of Andean Price Band (APB) will be liberalized in 5 years from year 15. The variable component of the APB System shall be maintained.
1702903000	-- Sugars containing added flavouring or colouring matter	Fixed component 15	S	The fixed component of Andean Price Band (APB) will be liberalized in 5 years from year 15. The variable component of the APB System shall be maintained.
1702904000	-- Other syrups	Fixed component 15	S	The fixed component of Andean Price Band (APB) will be liberalized in 5 years from year 15. The variable component of the APB System shall be maintained.
1702909000	-- Other	Fixed component 10	S	The fixed component of Andean Price Band (APB) will be liberalized in 5 years from year 15. The variable component of the APB System shall be maintained.
1806201000	-- Not containing sugar or other sweetening matter	15	G-5A	
1806209000	-- Other	15	G-5A	
1806310000	-- Filled	15	G-5	
1806320010	-- Not filled	15	G-5A	

<b>Colombia's Tariff Line (2012)</b>	<b>Description</b>	<b>Base Rate</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
1806320090	- - Not filled	15	G-5A	
1806900010	- Other	15	G-5	
1806900090	- Other	15	G-5	
1901200000	- Mixes and doughs for the preparation of bakers' wares of heading 19.05	15	G-5	
1902190000	- - Other	Fixed component 15	S	5 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.
1904900010	- Other	5	G-7	
2101110010	- - Extracts, essences and concentrates	15	G-5A	
2101110090	- - Extracts, essences and concentrates	15	G-5A	
2104102000	- - Soups and broths, prepared	15	G-5	
2104200000	- Homogenised composite food preparations	15	G-5	
2106902100	- - - Put up in packings for retail sale	10	G-5	
2106902900	- - - Other	10	G-10	
2106906000	- - Sweeteners with foodstuffs	10	G-10A	
2106909100	- - - Stevia based sweeteners	15	G-10A	
2106909900	- - - Other	15	G-10	
2202900000	- Other	15	G-10	
3505100000	- Dextrins and other modified starches	Fixed component 20	S	Immediate Liberalization of fixed component of the Andean Price Band (APB) (Paper Industry), 5 years elimination of the fixed component of the APB (Other). The variable component of the APB System shall be maintained.
3505200000	- Glues	Fixed component 20	S	10 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.

Colombia's Tariff Line (2012)	Description	Base Rate	Tariff Reduction Category	Specified Conditions
3823190000	- - Other	Fixed component 15	S	12 years elimination of fixed component of the Andean Price Band (APB). The variable component of the APB System shall be maintained.

**SECTION 2-A: PREFERENTIAL TREATMENT BY ISRAEL TO GOODS ORIGINATING  
IN COLOMBIA**

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
02011000	CARCASSES AND HALF CARCASSES	S	TRQ - 500 tons duty free, For tariff lines: 0201.1000, 0201.2000 and 0201.3000 combined
02012000	OTHER CUTS WITH BONE IN	S	TRQ - 500 tons duty free, For tariff lines: 0201.1000, 0201.2000 and 0201.3000 combined
02013000	BONELESS	S	TRQ - 500 tons duty free, For tariff lines: 0201.1000, 0201.2000 and 0201.3000 combined
02021000	CARCASSES AND HALF CARCASSES	I	
02022000	OTHER CUTS WITH BONE IN	I	
02023000	BONELESS	I	
02062100	TONGUES	I	
02062200	LIVERS	I	
02062900	OTHER	I	
04021020	Approved by the Director General of the Ministry of Economy as intended for the manufacture of chocolate, candy, animal food or food preparations of heading 19.01	S	TRQ - 100 tons duty free
04022120	Approved by the Director General of the Ministry of Economy as intended for the manufacture of chocolate, candy, animal food or food preparations of heading 19.01	S	TRQ - 100 tons duty free
ex 04029110	Dulce de Leche / Arequipe	I	

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
ex 04029910	Dulce de Leche / Arequipe	I	
04031020	IN A SOLID STATE approved by the DIRECTOR GENERAL OF THE MINISTRY OF ECONOMY THAT IT IS INTENDED FOR THE MANUFACTURE OF CHOCOLATE AND CANDY	I	
04041010	APPROVED BY THE DIRECTOR GENERAL OF THE MINISTRY OF ECONOMY AS INTENDED FOR THE MANUFACTURE OF CHOCOLATE, CANDY, BABY FOOD, ANIMAL FOOD	I	
04041090	OTHER	S	TRQ - 100 tons duty free for tariff lines 04041090 and 04049000 combined
04049000	OTHERS	S	TRQ - 100 tons duty free for tariff lines 04041090 and 04049000 combined
04051032	APPROVED BY THE DIRECTOR GENERAL OF THE MINISTRY OF ECONOMY AS INTENDED FOR THE MANUFACTURE OF CHOCOLATE, CANDY, BABY FOOD, ANIMAL FOOD	I	
04051092	APPROVED BY THE DIRECTOR GENERAL OF THE MINISTRY OF ECONOMY AS INTENDED FOR THE MANUFACTURE OF CHOCOLATE, CANDY, BABY FOOD, ANIMAL FOOD	I	
04062020	IN POWDER, APPROVED BY THE DIRECTOR GENERAL OF THE MINISTRY OF AGRICULTURE AS INTENDED FOR THE MANUFACTURE OF ANIMAL FOOD	I	
04069020	WHITE HALOMI CHEESE PROCESSED BY BOILING	S	TRQ - 300 tons duty free for items 04069020 + 04069030 + 04069090 combined
04069030	HARD DRIED CHEESE OF THE KIND JIMEED	S	TRQ - 300 tons duty free for items 04069020 + 04069030 + 04069090 combined

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
04069090	OTHER	S	TRQ - 300 tons duty free for items 04069020 + 04069030 + 04069090 combined
05040010	SHEEP GUTS	I	
05040020	THICK GUTS	I	
05040030	RENIN CALF STOMACHS	I	
06031100	ROSES	S	TRQ - 500 tons duty free
06031200	Carnations	S	TRQ - 250 tons duty free
06031400	Chrysanthemums	S	TRQ - 250 tons duty free
06031910	Of poppy plants (Papaver species)	I	
06031990	Others	S	TRQ - 250 tons duty free
06039020	Of poppy (Papaver species)	I	
06049110	PALM BRANCHES (LULAVS)	I	
06049910	PALM BRANCHES	I	
07031090	OTHER	S	TRQ - 100 tons duty free
07041010	CAULIFLOWER WHICH WILL BE RELEASED IN THE MONTHS MARCH TO AGUST	S	0.86 NIS per unit but not more than 75%
07041020	CAULIFLOWER WHICH WILL BE RELEASED IN THE MONTHS SEPTEMBER TO FEBRUARY	S	1.14 NIS per unit but not more than 75%
07041090	BROCCOLI (JOR 1).	S	1.29 NIS per unit but not more than 75%
07095190	OTHERS	S	6 NIS per unit

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
07141000	MANIOC (CASSAVA)	I	
08026000	Macadamia nuts	I	
08030020	DRIED	S	TRQ - 100 tons duty free
08043010	FRESH	S	TRQ - 500 tons duty free
08043020	DRIED	I	
08045020	WHICH WILL BE RELEASED FROM THE MONTHS JANUARY TO MAY	S	TRQ - 300 tons duty free
08045090	DRIED	I	
08071110	WHICH WILL BE RELEASED IN THE MONTHS OCTOBER TO MAY	S	TRQ - 100 tons duty free
08072000	PAPAWS (PAPAYAS)	S	TRQ - 100 tons duty free
ex 08109090	physalis	I	
ex 08134000	Physalis - Dried	I	
09011110	GROUND	I	
09011120	OTHER	I	
09011210	GROUND	I	
09011220	OTHER	I	
09012100	NOT DECAFFEINATED	I	
09012200	DECAFFEINATED	I	

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
09019010	ROASTED OR GROUND	I	
09019090	OTHERS	I	
11022000	MAIZE (CORN) FLOUR	I	
13023900	OTHER	I	
15111010	Crude Palm Oil, edible	I	
15111020	Crude Palm Oil, non edible	I	
15119090	OTHER	I	
15132920	EDIBLE	I	
16041420	FILLET IN A STIRRED MIXTURE	I	
16041430	FROZEN TUNA FILLET NOT IN AIRTIGHT CONTAINER	I	
17011100	CANE SUGAR	I	
17011200	BEET SUGAR	I	
17019100	CONTAINING ADDED FLAVORING OR COLOURING MATTER	I	
17019910	CUBE SUGAR, CHUNKS OF SUGAR, AND CANDY SUGAR NOT OF SUBHEADING 9100	I	
17019990	OTHERS	I	
17021100	CONTAINING BY WEIGHT 99% OR MORE LACTOSE, EXPRESSED AS ANHYDROUS LACTOSE, CALCULATED ON THE DRY MATTER	I	

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
17024000	GLUCOSE AND GLUCOSE SYRUP, CONTAINING IN THE DRY STATE AT LEAST 20% BUT LESS THAN 50% BY WEIGHT OF FRUCTOSE EXCLUDING INVERT SUGAR	I	
17025000	CHEMICALLY PURE FRUCTOSE	I	
17029020	MIXTURE OF CARAMEL WITH MINERAL SALTS IN WHICH THE PERCENTAGE OF CARAMEL IS NO LESS THAN 90%	I	
17029090	OTHERS	I	
17041010	CONTAINING 10% OR MORE GUM BASE BY WEIGHT	I	
17041090	OTHER	I	
17049031	SUGAR GLAZED ALMONDS OR NUTS	I	
17049032	WHITE CHOCOLATE	I	
17049033	SUGAR COATED GRAIN FLAKES	I	
17049039	OTHERS	I	
18010000	COCOA BEANS, WHOLE OR BROKEN, RAW OR ROASTED.	I	
18020000	COCOA SHELLS, HUSKS, SKINS AND OTHER COCOA WASTE.	I	
18031010	LUMPY COCOA (COCOA CAKES)	I	
18031090	OTHER	I	
18032010	LUMPY COCOA (COCOA CAKES)	I	

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
18032090	OTHER	I	
18062000	OTHER PREPARATIONS IN BLOCKS, SLABS OR BARS WEIGHING MORE THAN 2 KG OR IN LIQUID, PASTE, POWDER, GRANULAR OR OTHER BULK FORM IN CONTAINERS OR IMMEDIATE PACKINGS, OF A CONTENT EXCEEDING 2 KG	I	
18063100	FILLED	I	
18063200	NOT FILLED	I	
18069091	CONFECTIONERIES	I	
19012020	OTHERS CONTAINING COCOA.	I	
19012090	OTHER	I	
ex 19019029	Dulce de Leche / Arequipe	I	
19019090	OTHER	I	
19021910	FROM DURUM WHEAT	I	
19021990	OTHER	I	
19023000	FILLED WITH CRABS AND MOLLUSKS AT A RATE EXCEEDING 20% OF THE PRODUCTS WEIGHT	I	
19024010	PROCESSED	I	
19041010	CONTAINING COCOA	I	
19041090	OTHER	I	

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
19042010	CONTAINING COCOA	I	
19042090	OTHER	I	
19043000	BULGUR WHEAT	I	
19049010	Buck wheat	I	
19049090	OTHER	I	
19051010	CONTAINING FLOUR NOT FROM WHEAT IN A QUANTITY EXCEEDING 15% OF THE TOTAL WEIGHT OF THE FLOUR	I	
19051090	OTHER	I	
19052092	CONTAINING FLOUR NOT FROM WHEAT IN A QUANTITY EXCEEDING 15% OF THE TOTAL WEIGHT OF THE FLOUR	S	4%
19052099	OTHERS	S	4%
19053110	Containing eggs at a rate of 10% or more of the weight, but not less than 1.5% of milk fats and not less than 2.5% of milk proteins.	I	
19053120	OTHERS, CONTAINING FLOUR NOT FROM WHEAT IN A QUANTITY EXCEEDING 15% OF THE TOTAL WEIGHT OF THE FLOUR.	I	
19053190	OTHER	I	
19053210	WITHOUT FILLING, CONTAINING FLOUR NOT FROM WHEAT IN A QUANTITY EXCEEDING 15% OF THE TOTAL WEIGHT OF THE FLOUR.	S	4%
19053220	OTHERS, WITHOUT FILLING	S	4%

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
19053230	WITH FILLING CONTAINING NOT LESS THAN 1.5% OF MILK FATS, AND NOT LESS THAN 2.5% MILK PROTEINS.	S	4%
19053290	OTHER	S	4%
19054031	CONTAINING FLOUR THAT IS NOT WHEAT FLOUR IN A QUANTITY NOT EXCEEDING 15% OF THE OVERALL FLOUR WEIGHT	S	0.32 NIS per unit but not more than 112%
19054039	OTHER	S	0.32 NIS per unit but not more than 112%
19059030	Pre cooked dough for the preparation of the products of Heading 19.05	I	
20049020	HOMOGENIZED PREPARATION	I	
20071000	HOMOGENISED PREPARATIONS	I	
20079992	FRUIT PUREE NOT CONTAINING ADDED SUGAR OR SWEETENING MATTER IN PACKAGES WHOSE WEIGHT EXCEEDS 50 KG.	I	
20079999	OTHER	I	
20081999	OTHER	I	
20082090	OTHER	S	4%
20083090	OTHER	S	4%
20089100	PALM HEARTS	I	
20091210	IN PACKAGES CONTAINING 100 KG OR MORE	S	12%
20091290	OTHER	S	12%
20092121	In packages containing 100 kg or more	S	12%

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
20092129	OTHER	S	12%
20097939	OTHER	S	12%
20097990	OTHER	S	12%
20099021	CONCENTRATED IN PACKAGES CONTAINING 100 KG OR MORE	S	12%
20099024	OTHER	S	12%
20099030	CONTAINING MORE THAN 50% OF CITRUS, TOMATO, OR APPLE JUICES (BRIX VALUE DOESNOT EXCEED 20	S	12%
20099090	OTHERS	S	12%
19024090	OTHER	I	
21011100	EXTRACTS, ESSENCES AND CONCENTRATES	I	
21011200	PREPARATIONS WITH A BASIS OF EXTRACTS, ESSENCES OR CONCENTRATES OR WITH A BASIS OF COFFEE	I	
21012010	MIXTURE OF TEA WITH SUGAR, MILK, FATS OR OTHER ARTIFICIAL FLAVORS	I	
21013010	ROASTED CHICORY	I	
21013020	INSTANT COFFEE SUBSTITUTES	I	
21013090	OTHERS	I	
21021010	DRY YEASTS FOR BAKING	I	
21021090	OTHERS	I	

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
21039020	PRODUCTS FROM FLOUR, COARSE WHOLE GRAIN FLOUR, STARCH, OR	I	
21039090	OTHER	S	4%
21041010	FROM FLOUR, COARSE WHOLE GRAIN FLOUR, STARCH, OR MALT EXTRACT	I	
21041090	OTHER	I	
21042000	HOMOGENISED COMPOSITE FOOD PREPARATIONS	I	
21050090	OTHER	I	
21061000	PROTEIN CONCENTRATES AND TEXTURED PROTEIN SUBSTANCES	I	
21069010	OTHER JELLY POWDERS, ICE CREAM POWDERS AND SIMILAR OTHER POWDERS.	I	
21069040	CREAM SUBSTITUTES AND MIXTURES OF FATS WITH SUGAR	I	
21069050	CONCENTRATED EXTRACTS CONTAINING NO ALCOHOL	I	
21069060	SACCHARIN IN ANOTHER FORM READY FOR USE, INCLUDING SUBSTANCES HAVING SIMILAR CHARACTERISTICS OR USES IN TABLETS	I	
21069070	SWEETS	I	
21069095	CONCENTRATED FRUIT OR VEGETABLE JUICES FORTIFIED WITH MINERALS OR WITH VITAMINS FROM A SINGLE FRUIT OR VEGETABLE	S	4%
21069096	CONCENTRATED FRUIT OR VEGETABLE JUICES FORTIFIED WITH MINERALS OR WITH VITAMINS FROM A MIXTURE OF FRUITS OR VEGETABLES	I	

Israel's Tariff line (2012)	Description	Tariff Reduction Category	Specified Conditions
21069097	CONCENTRATED FRUIT OR VEGETABLE JUICES FORTIFIED WITH MINERALS OR WITH VITAMINS FROM PRODUCE CONTAINING MORE THAN 50% MILK SOLIDS BY WEIGHT	S	4%
21069098	COMPOUND ALCOHOLIC PREPARATIONS NOT BASED ON ONE OR MORE FRAGRANCES HAVING AN ALCOHOLIC STRENGTH EXCEEDING 0.5% BY VOLUME OF THE KIND USED FOR THE PRODUCTION OF BEVERAGES	I	
21069099	OTHER	S	4%
22029020	BEVERAGES CONTAINING MILK	I	
22029090	OTHERS	I	
22030010	CONTAINING UP TO 2% ALCOHOL	I	
22030020	OTHER, CONTAINING UP TO 3.8% ALCOHOL MARKETED IN REUSABLE BOTTLES, CONTAINING AT LEAST 45 "CL."	I	
22030090	OTHER	I	
22071010	REGARDING WHICH THE DIRECTOR OF THE MINISTRY OF HEALTH HAS CONFIRMED THAT IT WILL BE USED FOR MEDICAL PURPOSES IN HOSPITALS, OR IN HEALTH FUND CLINICS, OR THE RED MAGEN DAVID, OR THE MINISTRY OF HEALTH, PROVIDED THAT IT IS USED AS STATED. (CONDITIONAL)	I	
22071020	THAT THE DIRECTOR GENERAL OF THE MINISTRY OF HEALTH HAS CONFIRMED THAT IT WILL BE USED FOR THE PRODUCTION OF MEDICAL DRUGS, EXCLUDING	I	

Israel's Tariff line (2012)	Description	Tariff Reduction Category	Specified Conditions
	MEDICAL DRUGS WHICH CONTAIN ONLY ALCOHOL, OR MEDICAL DRUGS CONTAINING ALCOHOL THAT HAS BEEN DILUTED OR SUPPLEMENTARY SUBSTANCES HAVE BEEN ADDED, PROVIDED IT IS USED AS STATED (CONDITIONAL)		
22071030	IF IT HAS BEEN PROVED TO THE SATISFACTION OF THE DIRECTOR THAT THE ALCOHOL WILL BE USED FOR THE PRODUCTION OF VINEGAR AND IF IT IS USED AS STATED (CONDITIONAL)	I	
22071040	APPROVED BY THE DIRECTOR GENERAL OF THE MINISTRY OF DEFENCE THAT IT WILL BE USED FOR THE PRODUCTION OF ETHER AND IS INTENDED FOR THE USE AS STATED (CONDITIONAL)	I	
22071059	OTHER (CONDITIONAL)	I	
22071092	OTHER IN RECEPTACLE CONTAINING 2 LITERS OR LESS	I	
22071099	OTHER	I	
22084000	Rum and other spirits obtained by distilling fermented sugar cane products:	I	
22087000	LIQUEURS AND CORDIALS:	I	
22089070	VODKA SPICED WITH VEGETABLES OR WITH AROMATIC SUBSTANCES THAT CONTAIN	I	
22089091	LESS THAN EIGHT TO A HUNDRED ALCOHOL PER VOLUME IN A PACKAGE THAT DOES NOT EXCEED CC.	I	
22089094	IN A PACKAGE THAT DOES NOT EXCEED 20 ML to be used only with dropper or a sprayer and EQUIPED of thereof	I	

<b>Israel's Tariff line (2012)</b>	<b>Description</b>	<b>Tariff Reduction Category</b>	<b>Specified Conditions</b>
22089095	A registered preparation as defined in article 1 of the Pharmacists Regulations (Preparations) 1986 that is registered as 70% alcohol in a PACKAGE THAT DOES NOT EXCEED 200 ML	I	
22089099	OTHER	I	
23091020	containing, by weight, not less than 15% and not more than 35% protein substances and not less than 4% fatty substances	S	3%
23099020	CONTAINING, BY WEIGHT, NOT LESS THAN 15% AND NOT MORE THAN 35% PROTEIN SUBSTANCES AND NOT LESS THAN 4% FATTY SUBSTANCES	S	4%
23099030	PREPARED FOOD FOR ORNAMENTAL FISH OR FOR BIRDS	S	4%
21012090	OTHER	I	
38231100	STEARIC ACID	I	
38231200	OLEIC ACID	I	
38231300	TALL OIL FATTY ACIDS	I	
38231900	OTHER	I	
38237000	INDUSTRIAL FATTY ALCOHOLS	I	

**SECTION 2-B: PREFERENTIAL TREATMENT BY ISRAEL TO GOODS ORIGINATING  
IN COLOMBIA**

Israel's Tariff line (2012)	Description	Base Rate					Tariff Reduction Category	Specified Conditions
		Rate %	Per Unit Rate	But Not More Than %	But Not less than Per Unit Rate	Stati tical Unit		
02061010	FRESH	50	0	0	0	kg	S	50% reduction of MFN tariff rate
02061090	OTHER	50	0	0	0	kg	S	50% reduction of MFN tariff rate
02102000	MEAT OF BOVINE ANIMALS	0	417	85	0	ton	S	50% reduction of MFN tariff rate
04011000	OF A FAT CONTENT, BY WEIGHT, NOT EXCEEDING 1%	153	0	0	0	kg	S	20% reduction of MFN tariff rate
04012000	OF A FAT CONTENT, BY WEIGHT, EXCEEDING 1% BUT NOT EXCEEDING 6%	153	0	0	0	kg	S	20% reduction of MFN tariff rate
04013000	OF A FAT CONTENT, BY WEIGHT, EXCEEDING 6%	153	0	0	0	kg	S	20% reduction of MFN tariff rate
04021090	OTHER	162	0	0	0	kg	S	20% reduction of MFN tariff rate
04031011	IN POWDER OR IN GRANULATES OR ANY OTHER SOLID FORM INCLUDING MILK FAT IN A PERCENTAGE NOT EXCEEDING	119	0	0	0	kg	S	20% reduction of MFN tariff rate

Israel's Tariff line (2012)	Description	Base Rate					Tariff Reduction Category	Specified Conditions
		Rate %	Per Unit Rate	But Not More Than %	But Not less than Per Unit Rate	Stati tical Unit		
	1.5% BY WEIGHT.							
04031012	IN POWDER OR IN GRANULATES OR ANY OTHER SOLID FORM INCLUDING MILK FAT IN A PERCENTAGE EXCEEDING 1.5% ACCORDING TO THEIR WEIGHT	119	0	0	0	kg	S	20% reduction of MFN tariff rate
04031013	OTHERS, INCLUDING MILK FATS IN A PERCENTAGE NOT EXCEEDING 3% BY WEIGHT.	119	0	0	0	kg	S	20% reduction of MFN tariff rate
04031019	OTHERS	119	0	0	0	kg	S	20% reduction of MFN tariff rate
04031030	YOGHURT BASED BEVERAGE	111	0	0	0	kg	S	20% reduction of MFN tariff rate

Israel's Tariff line (2012)	Description	Base Rate					Tariff Reduction Category	Specified Conditions
		Rate %	Per Unit Rate	But Not More Than %	But Not less than Per Unit Rate	Stati tical Unit		
04039011	IN POWDER OR IN GRANULATES OR ANY OTHER SOLID FORM INCLUDING MILK FAT IN A PERCENTAGE NOT EXCEEDING 1.5% BY WEIGHT.	119	0	0	0	kg	S	20% reduction of MFN tariff rate
04039012	IN POWDER OR IN GRANULATES OR ANY OTHER SOLID FORM INCLUDING MILK FAT IN A PERCENTAGE EXCEEDING 1.5% BY WEIGHT	119	0	0	0	kg	S	20% reduction of MFN tariff rate
04039013	OTHERS, INCLUDING MILK FATS IN A PERCENTAGE NOT EXCEEDING 3% BY WEIGHT.	119	0	0	0	kg	S	20% reduction of MFN tariff rate
04039019	OTHER	119	0	0	0	kg	S	20% reduction of MFN tariff rate
04039090	OTHER	119	0	0	0	kg	S	20% reduction of MFN tariff rate
04061000	FRESH (UNRIPENED OR UNCURED) CHEESE,	0	21,36	0	0	kg	S	20% reduction of MFN tariff rate

Israel's Tariff line (2012)	Description	Base Rate					Tariff Reduction Category	Specified Conditions
		Rate %	Per Unit Rate	But Not More Than %	But Not less than Per Unit Rate	Stati tical Unit		
	INCLUDING WHEY CHEESE, AND CURD							
08044010	FRESH	0	1,97	85	0	kg	S	10% reduction of tariff rate
15132120	OTHER	8	0	0	0	kg	G-5	
15132990	OTHER	8	0	0	0	kg	G-5	
16041490	OTHERS	12	3,51	0	0	kg	S	50% reduction on MFN tariff rate
19011020	FOOD PREPARATION S MADE FROM FLOUR, COARSE WHOLE GRAIN FLOUR, STARCH, OR MALT EXTRACT	12	0	0	0	kg	G-3	
19011090	FOOD PREPARATION S MADE FROM GOODS OF HEADINGS 04.01 TO 04.04	11	0	0	0	kg	G-5	
19012010	FOOD PREPARATION S MADE FROM FLOUR, COARSE FLOUR, STARCH, OR MALT EXTRACT	12	0	0	0	kg	G-3	
19059091	Containing eggs at a rate of 10% or more of the weight, but not less than 1.5% of milk fats and not less than 2.5% of milk proteins.	12	0,82	112	0	kg	S	20% reduction on MFN rate

Israel's Tariff line (2012)	Description	Base Rate					Tariff Reduction Category	Specified Conditions
		Rate %	Per Unit Rate	But Not More Than %	But Not less than Per Unit Rate	Stati stical Unit		
19059092	OTHERS, CONTAINING FLOUR, WHICH IS NOT WHEAT FLOUR, IN A QUANTITY EXCEEDING 15% OF THE TOTAL FLOUR WEIGHT	0	0,32	112	0	kg	S	20% reduction on MFN rate
19059099	OTHER	0	0,32	112	0	kg	S	20% reduction on MFN rate
20041010	PRODUCTS MADE FROM FLOUR OR OF MEAL	40	0	0	0	kg	S	20% reduction on MFN rate
20041020	HOMOGENIZE D PREPARATION	4	0	0	0	kg	S	20% reduction on MFN rate
20049010	PRODUCTS MADE FROM FLOUR OR OF MEAL :	30	0	0	0	kg	S	20% reduction on MFN rate
20059910	Products made from flour or of meal	12	0	0	0	kg	S	50% reduction on MFN rate
20059920	Homogenized preparation	12	0	0	0	kg	S	50% reduction on MFN rate
21069091	CONTAINING POTATOES IN ANY FORM WHATSOEVER	12	0	0	2,6	kg	G-3	

**ANNEX 2-C**  
**NATIONAL TREATMENT, CUSTOMS DUTIES ON EXPORTS AND IMPORTS, AND  
EXPORT RESTRICTIONS**

1. With respect to Article 2.3 (National Treatment) Colombia will maintain the measures relating to the taxation of alcoholic beverages pursuant to the *Impuesto al Consumo* provided for in *Law No. 788 of 27 December 2002 and Law No. 223 of 22 December 1995* (for no longer than 1 year after the entry into force of this Agreement).
2. With respect to Colombia, Article 2.12 (Import and export restrictions) shall not apply to:
  - (a) a contribution required on the export of coffee pursuant to *Law No. 101 of 1993*; and
  - (b) a contribution required on the export of emeralds pursuant to *Law No. 488 of 1998*.
3. With respect to Colombia, Article 2.12 (Import and export restrictions) shall not apply to:
  - (a) controls on the export of coffee pursuant to *Law No. 9 of 17 January 1991*;
  - (b) goods as provided in Chapter II of Decree 925 of 2013.
4. With respect to Israel:
  - (a) Articles 2.11 (Customs duties on exports) and 2.12 (Import and export restrictions) shall not apply to controls and charges maintained by Israel on the export of metal waste and scrap.

## CHAPTER 3 RULES OF ORIGIN

### ARTICLE 3.1: DEFINITIONS

For the purposes of this Chapter:

**aquaculture** means the farming of aquatic organisms, including fish, molluscs, crustaceans, other aquatic invertebrates and aquatic plants, from seedstock such as eggs, fry, fingerlings and larvae, by intervention in the rearing or growth processes to enhance production, such as regular stocking, feeding, protection from predators, etc;

**chapters, headings and subheadings** mean the chapters, the headings and the subheadings (two, four and six digit codes respectively) used in the nomenclature which makes up the Harmonized System (HS);

**CIF Value** means the value of the goods, including freight and insurance costs up to named port of destination either in the territories of the Parties;

**classified / classification**, refer(s) to the classification of a product or material under a particular heading or sub-heading;

**consignment** means products which are either sent simultaneously from one exporter to one consignee or covered by a single transport document covering their shipment from the exporter to the consignee or, in the absence of such a document, by a single invoice;

**customs value** means the value as determined in accordance with Article VII of GATT 1994 and its interpretative notes, and the Customs Valuation Agreement;

**ex-works price** means the price paid for the product ex-works to the manufacturer in the territories of the Parties in whose undertaking the last working or processing is carried out, provided the price includes the value of all the materials used, minus any internal taxes which are, or may be, repaid when the product obtained is exported;

**goods** means both materials and products;

**manufacture** means any kind of working or processing, including assembly or specific operations;

**material** means any ingredient, raw material, component or part, etc., used in the manufacture of the product;

**product** means the product manufactured, even if it is intended for later use in another manufacturing operation;

**value of non-originating materials** means the CIF value or if it is not known its equivalent in accordance with Article VII of GATT 1994 and its Interpretative Notes and the Customs Valuation Agreement.

## ARTICLE 3.2: GENERAL REQUIREMENTS

1. For the purpose of implementing this Agreement, the following products shall be considered as originating in the territory of Israel:
  - (a) products wholly obtained in the territory of Israel within the meaning of Article 3.4;
  - (b) products obtained in the territory of Israel incorporating materials which have not been wholly obtained there, provided that such materials have undergone sufficient working or processing in the territory of Israel within the meaning of Article 3.5.
2. For the purpose of implementing this Agreement, the following products shall be considered as originating in the territory of the Republic of Colombia:
  - (a) products wholly obtained in the territory of the Republic of Colombia within the meaning of Article 3.4;
  - (b) products obtained in the territory of the Republic of Colombia incorporating materials which have not been wholly obtained there, provided that such materials have undergone sufficient working or processing in the territory of the Republic of Colombia within the meaning of Article 3.5.
3. Products originating in the territories of the Parties have to satisfy all other applicable requirements under this Chapter.

## ARTICLE 3.3: ACCUMULATION OF ORIGIN

1. Notwithstanding Article 3.2.1(b), goods originating in the territory of Israel shall be considered as materials originating in the territory of the Republic of Colombia and it shall not be necessary that such materials had undergone working or processing.
2. Notwithstanding Article 3.2.2(b), goods originating in the territory of the Republic of Colombia shall be considered as materials originating in the territory of Israel and it shall not be necessary that such materials had undergone sufficient working or processing.
3. Subject to paragraph 4, where each Party has a trade agreement that, as contemplated by the WTO Agreement, concerns the establishment of a free trade area with a non-Party, the territory of that non-Party shall be deemed to form part of the territory of the free trade area established by this Agreement, for purposes of determining whether a good is an originating good under this Agreement.
4. A Party shall apply paragraph 3 only where provisions having equivalent effect to those of paragraph 3 are in force between each Party and the non-Party with

which each Party has separately concluded a free trade agreement. Where such provisions between a Party and the non-Party apply only to certain goods or under certain conditions, the other Party may limit the application of paragraph 3 to those goods and under such conditions, subject to the provisions of this Agreement.

#### ARTICLE 3.4: WHOLLY OBTAINED PRODUCTS

1. The following shall be considered as wholly produced or obtained in the territory of the Parties:

- (a) mineral products extracted from the soil, subsoil or from the seabed of any of the Parties, including its territorial seas, contiguous zone, internal waters, continental shelf or exclusive economic zone;
- (b) plants and vegetable products grown, collected, harvested there, including in their territorial seas, contiguous zone, internal waters, exclusive economic zone or continental shelf;
- (c) live animals born and raised there, including by aquaculture;
- (d) products from live animals as in subparagraph (c);
- (e) animals and products obtained by hunting, trapping, collecting, fishing and capturing in a Party; including in its territorial seas, contiguous zone, internal waters, continental shelf or in the exclusive economic zone;
- (f) used articles collected there fit only for the recovery of raw materials;
- (g) waste and scrap resulting from utilization, consumption or manufacturing operations conducted there provided that such waste and scrap are fit only for recovery of raw materials;
- (h) products of sea fishing and other products taken from the waters in the high seas (outside the continental shelf or in the exclusive economic zone of the Parties), only by their vessels;
- (i) products of sea fishing obtained, only by their vessels under a specific quota or other fishing rights allocated to a Party by the international agreements to which the Parties are parties;
- (j) products made aboard their factory ships exclusively from products referred to in subparagraphs (h) and (i);
- (k) products obtained from the seabed and subsoil beyond the limits of national jurisdiction are considered to be wholly obtained in the Party that has exploitation rights under international law;

- (l) goods produced in any of the Parties exclusively from the products specified in subparagraphs (a) to (g) above.
2. The terms 'their vessels' and 'their factory ships' in paragraphs 1(h), 1(i) and 1(j) shall apply only to vessels and factory ships:
  - (a) which are flagged and registered or recorded in a Party; and
  - (b) which are owned by a natural person with domicile in that Party or by a commercial company with domicile in that Party, established and registered in accordance with the law of that said Party and performing its activities in conformity with the law of that said Party.

#### ARTICLE 3.5: SUFFICIENTLY WORKED OR PROCESSED PRODUCTS

1. For the purpose of Articles 3.2.1(b) and Articles 3.2.2(b), a product is considered to be originating if the non-originating materials used in its manufacture undergo working or processing beyond the operations referred to in Article 3.6; and
  - (a) the production process results in a tariff change of the non-originating materials from a four-digit heading of the Harmonized System (HS) into another four-digit heading; or
  - (b) the value of all non-originating materials used in its manufacture does not exceed 50% of the ex-works price; or
  - (c) if the product falls within the classifications included in the list in Annex 3-A on Product Specific Rules of Origin (hereinafter referred to as PSR), subparagraphs (a) and (b) above shall not apply. In this case it must fulfill the specific rule detailed therein.
2. A product will be considered to have undergone a change in tariff classification pursuant to subparagraphs 1(a) and 1(c) above if the value of all non-originating materials that are used in the production of the good and that do not undergo the applicable change in tariff classification does not exceed 10% of the ex-works value of the product.
3. The Joint Committee may modify Annex 3-A by mutual agreement.

#### ARTICLE 3.6: MINOR PROCESSING OPERATIONS

1. Without prejudice to paragraph 2, the following operations shall be considered as minor processing and shall be insufficient to confer the status of originating goods, whether or not the requirements of Article 3.5 are satisfied:
  - (a) preserving operations to ensure that the products remain in good condition during transport and storage;

- (b) simple changing of packaging, breaking-up and assembly of packages;
- (c) washing, cleaning, removal of dust, oxide, oil, paint or other coverings;
- (d) simple painting and polishing operations, including applying oil;
- (e) husking, partial or total bleaching, polishing, and glazing of cereals and rice;
- (f) ironing or pressing of textiles;
- (g) operations to colour or flavor sugar or form sugar lumps partial or total milling of crystal sugar;
- (h) peeling, stoning and shelling, of fruits, nuts and vegetables;
- (i) sharpening, simple grinding or simple cutting;
- (j) sifting, screening, sorting, classifying, grading, matching (including the making-up of sets of articles);
- (k) affixing marks, labels, logos and other similar distinguishing signs on products or their packaging;
- (l) diluting in water or other substances, provided that the characteristics of the product remain unchanged;
- (m) simple placing in bottles, cans, flasks, bags, cases, boxes, fixing on cards or boards and all other simple packaging operations;
- (n) simple assembly of parts of articles to constitute a complete article or disassembly of products into parts ;
- (o) simple mixing of products, whether or not of different kinds, simple mixing of sugar with any material;
- (p) slaughter of animals; and
- (q) a combination of two or more of the operations specified in subparagraphs (a) to (p).

2. All operations carried out either in territory of the Republic of Colombia or in the territory of Israel on a given product shall be considered together when determining whether the working or processing undergone by that product is to be regarded as insufficient within the meaning of paragraph 1.

#### ARTICLE 3.7: UNIT OF QUALIFICATION

1. The unit of qualification for the application of the provisions of this Chapter shall be that of the particular product which is considered as the basic unit when determining classification using the nomenclature of the Harmonized System (HS).

It follows that:

- (a) when a product composed of a group or assembly of articles is classified under the terms of the Harmonized System (HS) in a single heading, the whole constitutes the unit of qualification; and
- (b) when a consignment consists of a number of identical products classified under the same heading of the Harmonized System (HS), each product must be taken individually when applying the provisions of this Chapter.

2. Where, under General Rule 5 of the Harmonized System (HS), packaging is included with the product for classification purposes, it shall be included for the purposes of determining origin.

3. When the products qualify as wholly obtained according to Article 3.4, the packaging shall not be taken into consideration for the purposes of determining origin.

#### ARTICLE 3.8: ACCOUNTING SEGREGATION

1. For the purpose of establishing if a product is originating when in its manufacture are utilized originating and non-originating fungible materials, mixed or physically combined, the origin of such materials can be determined by any of the inventory management methods applicable in the Party.

2. Where considerable cost or material difficulties arise in keeping separate stocks of originating and non-originating materials which are identical and interchangeable, the so-called "accounting segregation" method may be used for managing such stocks.

3. This method must be able to ensure that the number of products obtained which could be considered as "originating" is the same as that which would have been obtained if there had been physical segregation of the stocks.

4. This method is recorded and applied on the basis of the general accounting principles applicable in the Party where the product was manufactured.

5. The user of this method may issue or apply for proofs of origin providing information about the inventory management method used, as the case may be, for the quantity of products which may be considered as originating. The management method selected for a particular fungible material or material shall continue to be used for that good or material throughout the fiscal year of the person that selected the inventory management method.

#### ARTICLE 3.9: ACCESSORIES, SPARE PARTS AND TOOLS

Accessories, spare parts and tools dispatched with a piece of equipment, machine, apparatus or vehicle, which are part of the normal equipment and included in the price thereof or which are not separately invoiced, shall be regarded as one with the piece of equipment, machine, apparatus or vehicle in question.

#### ARTICLE 3.10: SETS

Sets, as defined in General Rule 3 of the Harmonized System (HS), shall be regarded as originating when all component goods are originating. Nevertheless, when a set is composed of originating and non-originating goods, the set as a whole shall be regarded as originating, provided that the CIF value of the non-originating goods does not exceed 15% of the ex-works price of the set.

#### ARTICLE 3.11: NEUTRAL ELEMENTS

In order to determine whether a product originates, it shall not be necessary to determine the origin of the following which might be used in its manufacture:

- (a) energy and fuel;
- (b) plant and equipment;
- (c) machines and tools; and
- (d) goods which do not enter into the final composition of the product.

#### ARTICLE 3.12: PRINCIPLE OF TERRITORIALITY

1. Except as provided in paragraph 3, the conditions for acquiring originating status set out in Article 3.5 must be fulfilled without interruption in the territory of Israel or in the territory of the Republic of Colombia.

2. Where originating goods exported from the territory of Israel or from the territory of the Republic of Colombia to a non-Party, return to the exporting Party, they must be considered as non-originating, unless it can be demonstrated to the satisfaction of the customs authorities that:

- (a) the returning goods are the same as those exported; and
- (b) the non-Party have not undergone any operation beyond that necessary to preserve them in good condition while in that non-Party or while being exported.

3. Notwithstanding paragraphs 1 and 2, goods listed in Annex 3-F shall be considered originating goods in accordance with Annex 3-F, even if such goods have undergone operations and processes outside the territories of the Parties.

#### ARTICLE 3.13: DIRECT TRANSPORT

1. The preferential treatment provided for under this Agreement applies only to products, satisfying the requirements of this Chapter, which are transported directly between the territories of the Parties. However, products originating in the territories of the Parties and constituting one single consignment which is not split up may be transported through the territory of a non-Party with, should the occasion arise, transshipment or temporary warehousing in such territories, provided that the goods have remained under the surveillance of the customs authorities in the country of transit or temporary warehousing; and

- (a) the transit entry is justified for geographical reasons or by consideration related exclusively to transport requirements; and
- (b) they are not intended for trade, consumption, use or employment in the non-Party where the goods were in transit; and
- (c) they do not undergo operations other than unloading, reloading or any operation designed to preserve them in good condition.

2. Evidence that the conditions set out in paragraph 1 have been fulfilled shall be supplied, upon request, to the customs authorities of the importing Party by the submission of:

- (a) any single through transport documents, that meets international standards and that proves that the goods were directly transported from the exporting Party through the non-Party where the goods are in transit to the importing Party; or
- (b) a certificate issued by the customs authorities of the non-Party where the goods were in transit, which contains an exact description of the goods, the date and place of loading and re-loading of the goods in that non-Party and the conditions under which the goods were placed; or
- (c) in the absence of any of the above documents, any other documents that will prove the direct shipment.

3. Notwithstanding paragraphs 1 and 2, within one year from the entry into force of this Agreement, the Parties shall discuss the possibility of a mechanism for allowing that an originating good, which is transshipped through the territory of a non-Party with which each Party has entered separately into a free trade agreement under Article XXIV of GATT 1994 and its Interpretative Notes, will not lose its originating status.

#### ARTICLE 3.14: EXHIBITIONS

1. Originating goods, sent for exhibition in a non-Party other than the territory of either Party and sold after the exhibition for importation in the territory of either Party shall benefit on importation from the provisions of this Agreement provided it is shown to the satisfaction of the customs authorities that:

- (a) an exporter has consigned these goods from the territory of either Party to the non-Party in which the exhibition is held and has exhibited them there;
- (b) the goods have been sold or otherwise disposed of by that exporter to a person in the territory of either Party;
- (c) the goods have been consigned during the exhibition or immediately thereafter in the non-Party to which they were sent for exhibition; and
- (d) the goods have not, since they were consigned for exhibition, been used for any purpose other than demonstration at the exhibition.

2. A proof of origin must be issued or made out in accordance with the provisions of this Chapter and submitted to the customs authorities of the importing Party in the normal manner. The name and address of the exhibition must be indicated thereon. Where necessary, additional documentary evidence of the conditions under which the products have been exhibited may be required.

3. Paragraph 1 shall apply to any trade, industrial, agricultural or crafts exhibition, fair or similar public show or display which is not organized for private purposes in shops or business premises with a view to the sale of foreign goods, and during which the goods, remain under customs control.

#### ARTICLE 3.15: GENERAL REQUIREMENTS FOR PROOF OF ORIGIN

For the purpose of this Chapter, Certificate of Origin refers to either an Electronic Certificate of Origin or a Paper Certificate of Origin.

1. Products originating in the territory of Israel shall, on importation into the territory of the Republic of Colombia, and products originating in the territory of the Republic of Colombia shall, on importation into Israel, benefit from this Agreement upon submission in accordance with the domestic law of the importing Party of one of the following proofs of origin:

- (a) A Certificate of Origin, a specimen of which appears in Annex 3-B; or
- (b) in the cases specified in Article 3.19, a declaration, subsequently referred to as the 'Invoice Declaration' given by an exporter on an invoice, delivery note, or any other commercial document, which

describes the products concerned in sufficient detail to enable them to be identified; the text of the Invoice Declaration appears in Annex 3-C.

2. Notwithstanding paragraph 1, originating products within the meaning of this Chapter shall, in the cases specified in Article 3.23, benefit from this Agreement without it being necessary to submit any of the documents referred to above.

#### ARTICLE 3.16: PROCEDURES FOR THE ISSUANCE OF CERTIFICATES OF ORIGIN

1. Certificates of Origin shall be issued by the customs authorities of the exporting Party, either upon an electronic application or an application in paper form, having been made by the exporter or under the exporter's responsibility by his or her authorized representative, in accordance with the domestic regulations of the exporting Party.

2. For the purpose of paragraph 1, the exporter or his or her authorized representative shall fill out the electronic application form in accordance with Annex 3-D and in the case of applications in paper form, in accordance with Annex 3-E. These forms shall be completed in English. In special cases, the importing Party may require a translation of the certificate of origin.

3. The exporter applying for the issuance of a Certificate of Origin shall be prepared to submit at any time, at the request of the customs authorities of the exporting Party, all appropriate documents proving the originating status of the goods concerned, as well as the fulfillment of the other requirements of this Chapter.

4. Certificates of Origin shall be issued if the goods to be exported can be considered as products originating in the exporting Party in accordance with Article 3.2.

5. The customs authorities shall take any steps necessary to verify the originating status of the products and the fulfillment of the other requirements of this Chapter. For this purpose, they shall have the right to call for any evidence and to carry out any inspection of the exporter's books or any other check considered appropriate.

6. Each Certificate of Origin will be assigned a specific number by the issuing customs authorities.

7. Certificates of Origin shall be issued by the customs authorities and made available to the exporter as soon as the actual exportation has been effected or insured.

#### ARTICLE 3.17: CERTIFICATES OF ORIGIN ISSUED RETROSPECTIVELY

1. Notwithstanding Article 3.16.7, a Certificate of Origin may exceptionally be issued after exportation of the products to which it relates if it was not issued at the time of exportation because of errors or involuntary omissions or special

circumstances or it is demonstrated to the satisfaction of the customs authorities that the Certificate was issued but was not accepted at importation for technical reasons.

2. For the implementation of paragraph 1, the exporter must indicate in his or her application the place and date of exportation of the products to which the Certificate of Origin relates, and state the reasons for his or her request.

3. The Customs Authority of the exporting Party may issue a Certificate of Origin retrospectively only after verifying that the information supplied in the exporter's application agrees with that in the corresponding file.

4. It shall be indicated on the Certificates of Origin issued in accordance with this Article that they were issued retrospectively in the appropriate field as detailed in Annex 3-B.

5. The provisions of this Article shall be applied to goods which comply with the provisions of this Agreement, and which on the date of its entry into force, are either in transit or are in the territory of the Parties in temporary storage under customs control. This shall be subject to the submission to the customs authorities of the importing Party, within six months from the said date, of a Certificate of Origin issued retrospectively by the Customs Authority of the exporting Party together with documents, showing that the goods have been transported directly in accordance with the provisions of Article 3.13.

#### ARTICLE 3.18: DUPLICATE CERTIFICATES OF ORIGIN

1. In the event of theft, loss or destruction of a Certificate of Origin in paper form, the exporter may apply to the customs authorities that issued it for a duplicate Certificate on the basis of the export documents in their possession.

2. It shall be indicated in the appropriate field on Certificates of Origin issued in accordance with this Article that they are duplicates, as detailed in Annex 3-B.

3. The duplicate, which shall bear the date of issue of the original Certificate of Origin, shall take effect as of that date.

#### ARTICLE 3.19: CONDITIONS FOR MAKING OUT AN INVOICE DECLARATION

1. An Invoice Declaration as referred to in Article 3.15.1 (b) may be made out by any exporter where the value of the originating good does not exceed US \$1000 dollars.

2. The exporter making out an invoice declaration shall be prepared to submit at any time, at the request of the customs authorities of the exporting Party, all appropriate documents proving the originating status of the products concerned, as well as the fulfilment of the other requirements of this Chapter.

3. An Invoice Declaration shall be made out by the exporter by typing, stamping or printing on the invoice, the delivery note or another commercial document, the

declaration, the text of which appears in Annex 3-C. If the declaration is hand-written, it shall be written in ink in printed characters.

#### ARTICLE 3.20: VALIDITY OF PROOFS OF ORIGIN

1. Proofs of origin shall be valid for 12 months from the date of issue in the exporting Party, and must be submitted within that period to the customs authorities of the importing Party.
2. Proofs of origin which are submitted to the customs authorities of the importing Party after the final date for presentation specified in paragraph 1 may be accepted for the purpose of applying preferential treatment, where the failure to submit these documents by the final date is due to exceptional circumstances.
3. In other cases of belated presentation, the customs authorities of the importing Party may accept the proofs of origin where the products have been submitted before the said final date.

#### ARTICLE 3.21: SUBMISSION OF PROOFS OF ORIGIN

Proofs of Origin shall be submitted to the customs authorities of the importing Party in accordance with the procedures applicable in that Party. Those authorities may require the import declaration to be accompanied by a statement from the importer to the effect that the products meet the conditions required for benefiting from the application of this Agreement.

#### ARTICLE 3.22: IMPORTATION BY INSTALLMENTS

Where, at the request of the importer and on the conditions laid down by the customs authorities of the importing Party, dismantled or non-assembled products within the meaning of General Rule 2(a) of the Harmonized System (HS) are imported by installments, a single proof of origin for such products shall be submitted to the customs authorities upon importation of the first installment.

#### ARTICLE 3.23: EXEMPTIONS FROM PROOFS OF ORIGIN

1. Products sent as small packages from private persons to private persons or forming part of travellers' personal luggage shall be admitted as originating products without requiring the submission of a proof of origin, provided that such products are not imported by way of trade and have been declared as meeting the requirements of this Chapter and where there is no doubt as to the veracity of such a declaration. In the case of products sent by post, this declaration can be made on the customs declaration or on a sheet of paper annexed to that document.
2. Imports which are occasional and consist solely of products for the personal use of the recipients or travellers or their families shall not be considered as imports

by way of trade if it is evident from the nature and quantity of the products that no commercial purpose is in view.

3. Furthermore, the total value of these products shall not exceed US\$ 1.000 in the case of small packages or US\$ 1.000 in the case of products forming part of travellers' personal luggage.

4. For the purposes of paragraph 3, in cases where the products are invoiced in a currency other than US dollars, amounts in the national currencies of the Parties equivalent to the amounts expressed in US dollars shall be fixed in accordance with the current exchange rate applicable in the importing Party.

#### ARTICLE 3.24: SUPPORTING DOCUMENTS

1. The documents referred to in Articles 3.16.3 and 3.19.2 used for the purpose of proving that products covered by a Proof of Origin can be considered as products originating in the territory of either Party and fulfill the other requirements of this Chapter may consist, *inter alia*, of the following:

- (a) direct evidence of the processes carried out by the exporter or supplier to obtain the goods concerned, contained for example, in his or her books;
- (b) documents proving the originating status of materials used, issued or made out in the territory of either Party where these documents are used in accordance with their respective domestic law;
- (c) documents proving the working or processing of materials in the territory of either Party, issued or made out in the territory of either Party, where these documents are used in accordance with their respective domestic law;
- (d) Certificates of Origin or Invoice Declarations proving the originating status of materials used, issued or made out in the territory of either Party, in accordance with this Chapter.

2. In the case where an operator situated in a non-party which is not the exporting Party, issues an invoice covering the consignment, that fact shall be indicated in the Certificate of Origin in accordance with Annex 3-B.

#### ARTICLE 3.25: PRESERVATION OF PROOFS OF ORIGIN AND SUPPORTING DOCUMENTS

1. The exporter applying for the issue of the Certificate of Origin shall keep for at least five years the documents referred to in Article 3.16.3.

2. The exporter making out an Invoice Declaration shall keep for at least five years a copy of this invoice declaration, as well as the documents referred to in Article 3.19.2.

3. The exporting Party or the exporter, according to domestic law of the exporting Party that issued a Certificate of Origin shall keep for at least five years any document relating to the application procedure referred to in Article 3.16.2.

4. The importing Party or the importer, according to domestic law of the importing Party, shall keep for at least five years the Certificates of Origin and the Invoice Declarations submitted.

#### ARTICLE 3.26: DISCREPANCIES AND FORMAL ERRORS

1. The discovery of slight discrepancies between the statements made in the proofs of origin and those made in the documents submitted to the customs office for the purpose of carrying out the formalities for importing the products shall not *ipso facto* render the proofs of origin null and void if it is duly established that this document does correspond to the products submitted.

2. Obvious formal errors, such as typing errors, on a proof of origin should not cause this document to be rejected if these errors are not such as to create doubts concerning the correctness of the statements made in this document.

#### ARTICLE 3.27: MUTUAL ASSISTANCE

1. The customs authorities of the Parties shall provide each other with the addresses of the customs authorities responsible for verifying Certificates of Origin and Invoice Declarations.

2. The customs authorities of the Parties shall provide each other with specimen impressions of stamps and signatures used in their customs offices for the issuance of Certificates of Origin in paper form, where applicable.

3. Any changes to the elements referred to in paragraph 1 or 2 shall be notified by the customs authorities of the Party concerned to the customs authorities of the other Party without undue delay, indicating the date when these changes come into effect.

4. In order to ensure the proper application of this Chapter, the Parties shall assist each other, through their respective customs authorities, in checking the authenticity of the Certificates of Origin, the Invoice Declarations and the correctness of the information given in these documents. Such assistance shall include, inter alia, granting designated customs officers of one Party access to the other Party's Internet site where Electronic Certificates of Origin are stored.

#### ARTICLE 3.28: VERIFICATION OF PROOFS OF ORIGIN

1. Subsequent verifications of proofs of origin shall be carried out at random or whenever the customs authorities of the importing Party have reasonable doubts as to the authenticity of proofs of origin, the originating status of the products concerned or the fulfilment of the other requirements of this Chapter.
2. For the purposes of implementing the provisions of paragraph 1, the customs authorities of the importing Party shall submit a written request for verification of origin to the customs authorities of the exporting Party. The request for verification shall include the number of the Certificate of Origin or a copy thereof if the Certificate of Origin is in paper form, or in the case of an Invoice Declaration, a copy thereof. In support of the request for verification, where needed, the reasons for the request should be indicated, and any documents and information obtained suggesting that the information given on the proofs of origin is incorrect should be attached.
3. The verification shall be carried out by the customs authorities of the exporting Party. For this purpose, they shall have the right to call for any evidence and to carry out any inspection of the exporter's accounts or any other check considered appropriate.
4. If the customs authorities of the importing Party decide to suspend the granting of preferential treatment to the products concerned while awaiting the results of the verification, release of the products shall be offered to the importer subject to any precautionary measures judged necessary.
5. The customs authorities requesting the verification shall be informed of the results of this verification as soon as possible, but not later than ten months from the date of the request. These results must indicate clearly whether the information contained in the proofs of origin and the supporting documents is correct, and whether the products concerned can be considered as products originating in territory of the Parties and fulfil the other requirements of this Chapter.
6. If in cases of reasonable doubt there is no reply within ten months from the date of the verification request or if the reply does not contain sufficient information to determine the authenticity of the proofs of origin or the real origin of the products, the requesting customs authorities shall, except in exceptional circumstances, refuse entitlement to the preferences.
7. This Article shall not preclude the exchange of information or the granting of any other assistance as provided for Annex A (Mutual Administrative Assistance in Customs Matters) to the Agreement.
8. For the purposes of this Article, communications between the customs authorities of the importing and the exporting Parties shall be conducted in the English language.

#### ARTICLE 3.29: DISPUTE SETTLEMENT

1. Where disputes arise in relation to the verification procedures of Article 3.28 which cannot be settled between the Customs Authority requesting a verification and the Customs Authority responsible for carrying out the verification or where a question is raised by one of the customs authorities as to the interpretation of this Chapter, the matter shall be submitted to the Sub-committee on Customs, Trade Facilitation and Rules of Origin established by the Joint Committee in accordance with Chapter 13 (Institutional Provisions) of this Agreement.
2. If no solution is reached, Chapter 12 (Dispute Settlement) of this Agreement shall apply.
3. In all cases, disputes between the importer and the customs authorities of the importing Party shall be treated under the law of the importing Party.

#### ARTICLE 3.30: FREE ECONOMIC ZONES

1. The exporting Party shall take all necessary measures to ensure that products covered by a proof of origin, which are transported through a free zone situated in its territory, are not substituted by other products or undergo any processing other than required for their preservation.
2. Notwithstanding paragraph 1, when products originating in the territory of either Party enter into a free zone situated in their territory under cover of a proof of origin and undergo treatment or processing, the authorities concerned shall issue a new Certificate of Origin at the exporter's request, if the treatment or processing undergone is in conformity with the provisions of this Chapter.

**ANNEX 3-A**  
**PRODUCT SPECIFIC RULES OF ORIGIN**

HS	Specific Rule
<b>CHAPTER 12: OIL SEEDS AND OLEAGINOUS FRUITS; MISCELLANEOUS GRAINS, SEEDS AND FRUIT; INDUSTRIAL OR MEDICINAL PLANTS; STRAW AND FODDER</b>	
1201 - 1207	A change from any other chapter.
<b>CHAPTER 15: ANIMAL OR VEGETABLE FATS AND OILS AND THEIR CLEAVAGE PRODUCTS; PREPARED EDIBLE FATS; ANIMAL OR VEGETABLE WAXES</b>	
1501 - 1518	A change from any other chapter.
<b>CHAPTER 17: SUGARS AND SUGAR CONFECTIONERY</b>	
1701 - 1703	A change from any other chapter.
<b>CHAPTER 18: COCOA AND COCOA PREPARATIONS</b>	
180610	Manufacture: -from materials of any heading, except that of the product, and - in which the value of all the materials of Chapter 17 used does not exceed 30 % of the ex works price of the product
<b>CHAPTER 21: MISCELLANEOUS EDIBLE PREPARATIONS</b>	
<b>Ex 210690</b>	For food preparations not elsewhere specified or included, except for sugar syrups and sugar preparations in packages greater than 2 kilograms, not put up for retail sale Manufacture: - from materials of any heading, except that of the product, and - in which the value of all the materials of Chapter 17 used does not exceed 30 per cent of the ex-works price of the product
	For sugar syrups and sugar preparations in packages greater than 2 kilograms, not put up for retail sale Manufacture: - from materials of any heading, except that of the product, and in which all the materials of headings 1701 and 1702 used are wholly obtained
<b>CHAPTER 22: BEVERAGES, SPIRITS AND VINEGAR</b>	
2207	A change from any other chapter except from heading 10.05, 17.03 and subheading 2106.90.
220820 - 220870	A change from any other chapter, except from subheading 2106.90.
220890	A change from any other chapter, except from heading 10.05, 17.03 and subheading 2106.90.
<b>CHAPTER 38: MISCELLANEOUS CHEMICAL PRODUCTS</b>	
3826	A change from any other heading, except from chapter 15.
<b>CHAPTER 47: PULP OF WOOD OR OF OTHER FIBROUS CELLULOSIC MATERIAL; RECOVERED (WASTE AND SCRAP) PAPER OR PAPERBOARD.</b>	
4701 - 4707	A change from any other chapter.
<b>CHAPTER 48: PAPER AND PAPERBOARD; ARTICLES OF PAPER PULP, OF PAPER OR OF PAPERBOARD</b>	
4801 - 4810	A change from any other chapter
4817	A change from any other chapter; or A change from any other heading, provided that the value of all non-originating materials used in its manufacture does not exceed 50 % of the ex-works price.

4818	A change from any other heading, except from heading 48.03.
4819	A change from any other chapter; or A change from any other heading, provided that the value of all non-originating materials used in its manufacture does not exceed 50 % of the ex-works price.
4820	A change from any other heading; or No change in tariff classification is required, provided that the value of all non-originating materials used in its manufacture does not exceed 60 % of the ex-works price.
4821	A change from any other heading; or No change in tariff classification is required, provided that the value of all non-originating materials used in its manufacture does not exceed 60 % of the ex-works price.
4823	A change from any other chapter; or A change to this subheading from any other heading, provided that the value of all non-originating materials used in its manufacture does not exceed 50 % of the ex-works price.
<b>CHAPTER 49: PRINTED BOOKS, NEWSPAPERS, PICTURES AND OTHER PRODUCTS OF THE PRINTING INDUSTRY; MANUSCRIPTS, TYPESCRIPTS AND PLANS</b>	
4901 - 4911	A change from any other chapter.
<b>CHAPTER 50: SILK</b>	
5001 - 5003	A change from any other chapter.
5004 - 5007	A change from any other heading, except from heading 5004 through 5006.
<b>CHAPTER 51: WOOL, FINE OR COARSE ANIMAL HAIR; HORSEHAIR YARN AND WOVEN FABRIC</b>	
5101 - 5105	A change from any other chapter.
5106 - 5110	A change from any other heading, except from heading 5106 through 5110.
5111 - 5113	A change from any other heading, except from heading 5106 through 5113, 5205 through 5212, chapter 54, or heading 5509 through 5516
<b>CHAPTER 52: COTTON</b>	
5201 - 5203	A change from any other chapter.
5204 - 5207	A change from any other heading, except from heading 5106 through 5110, 5205 through 5207, 5401 through 5405, or 5509 through 5510.
5208 - 5212	A change from any other heading, except from heading 5106 through 5113, 5205 through 5212, chapter 54, or heading 5509 through 5516.
<b>CHAPTER 53: OTHER VEGETABLE TEXTILE FIBRES; PAPER YARN AND WOVEN FABRICS OF PAPER YARN</b>	
5301 - 5305	A change from any other chapter.
5307 - 5308	A change from any other chapter.
5310 - 5311	A change from any other heading, except from heading 5307 through 5308.
<b>CHAPTER 54: MAN-MADE FILAMENTS</b>	
5401 - 5406	A change from any other chapter.
5407 - 5408	A change from any other heading, except from heading 5401 through 5404, or 5509 through 5510.
<b>CHAPTER 55: MAN-MADE STAPLE FIBRES</b>	
5501 - 5511	A change from any other chapter, except from heading 5401 through 5402, or heading 5404.
5512 - 5516	A change from any other heading, except from heading 5106 through 5113, 5205 through 5212, chapter 54, or heading 5509 through 5516.
<b>CHAPTER 56: WADDING, FELT AND NONWOVENS; SPECIAL YARNS; TWINE, CORDAGE, ROPES AND CABLES AND ARTICLES THEREOF</b>	

5601 - 5602	A change from any other chapter, except from heading 5106 through 5114, 5204 through 5212, 5307 through 5308, 5310 through 5311, 5401 through 5408 or chapter 55.
5603	A change from any other chapter.
5604-5609	A change from any other chapter, except from heading 5106 through 5114, 5204 through 5212, 5307 through 5308, 5310 through 5311, 5401 through 5408 or chapter 55.
<b>CHAPTER 58: SPECIAL WOVEN FABRICS; TUFTED TEXTILE FABRICS; LACE; TAPESTRIES; TRIMMINGS; EMBROIDERY</b>	
5801 - 5811	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, or 5508 through 5516.
<b>CHAPTER 59: IMPREGNATED, COATED, COVERED OR LAMINATED TEXTILE FABRICS; TEXTILE ARTICLES OF A KIND SUITABLE FOR INDUSTRIAL USE</b>	
5901	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, or 5508 through 5516.
5902	A change from any other heading, except from heading 5106 through 5113, 5204 through 5212, 5306 through 5311, 5401 through 5408, or chapter 55.
5903 - 5910	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, or 5508 through 5516
<b>CHAPTER 60: KNITTED OR CROCHETED FABRICS</b>	
6001 - 6006	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, or 5508 through 5516.
<b>CHAPTER 61: ARTICLES OF APPAREL AND CLOTHING ACCESSORIES, KNITTED OR CROCHETED</b>	
Note to Chapter 61	<p>Note 1 For purposes of determining whether a good of this chapter is originating, the rule applicable to that good shall only apply to the component that determines the tariff classification of the good and such component must satisfy the tariff change requirements set out in the rule for that good.</p> <p>Note 2 The good is both cut (or knit to shape) and sewn or otherwise assembled in the territory of one or both of the Parties.</p>
610110 - 611220	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006.
611231	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401, 5407 through 5408, 5508 through 5516, or 6001 through 6006.
611239	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006
611241	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401, 5407 through 5408, 5508 through 5516, or 6001 through 6006.
611249 - 611490	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006
611510 - 611522	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401, 5407 through 5408, 5508 through 5516, or 6001 through 6006.

611529	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006
611530	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401, 5407 through 5408, 5508 through 5516, or 6001 through 6006.
611594 - 611595	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006
611596	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401, 5407 through 5408, 5508 through 5516, or 6001 through 6006.
611599 - 611790	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006
<b>CHAPTER 62: ARTICLES OF APPAREL AND CLOTHING ACCESSORIES, NOT KNITTED OR CROCHETED</b>	
Note to Chapter 62	Note 1 For purposes of determining whether a good of this chapter is originating, the rule applicable to that good shall only apply to the component that determines the tariff classification of the good and such component must satisfy the tariff change requirements set out in the rule for that good.  Note 2 The good is both cut (or knit to shape) and sewn or otherwise assembled in the territory of one or both of the Parties.
620111 - 621149	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006.
621210	A change from any other chapter
621220	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401, 5407 through 5408, 5508 through 5516, or 6001 through 6006.
621330 - 621790	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006.
<b>CHAPTER 63: OTHER MADE UP TEXTILE ARTICLES; SETS; WORN CLOTHING AND WORN TEXTILE ARTICLES; RAGS</b>	
Note to Chapter 63	Note 1 For purposes of determining whether a good of this chapter is originating, the rule applicable to that good shall only apply to the component that determines the tariff classification of the good and such component must satisfy the tariff change requirements set out in the rule for that good.  Note 2 The good is both cut (or knit to shape) and sewn or otherwise assembled in the territory of one or both of the Parties.
6301 - 6304	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006.
6305	A change from any other chapter, except from heading 5106 through 5113, 5205 through 5212, 5307 through 5308, 5310 through 5311, 5401 through 5408, 5508 through 5516, 5801 through 5802, or 6001 through 6006.
6306 - 6308	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5401 through 5402, 5404, 5407 through 5408, 5508 through 5516, or 6001 through 6006.

6309 - 6310	A change from any other chapter, except from heading 5106 through 5113, 5204 through 5212, 5307 through 5308, 5310 through 5311, 5401 through 5408, 5508 through 5516, 5607, 5801 through 5802, or 6001 through 6006.
<b>CHAPTER 64: FOOTWEAR, GAITERS AND THE LIKE; PARTS OF SUCH ARTICLES</b>	
6401 - 6402	A change to this subheading from any other heading except from uppers of subheading 6406.10
ex 6403	For items under or equal to 30 USD FOB per unit -Manufacture: A change to this subheading from any other heading except from uppers of subheading 6406.11
	For items over 30 USD FOB per unit -Manufactura: A change from any other heading; or No change in tariff classification is required, provided that the value of all non-originating materials used in its manufacture does not exceed 50 % of the ex-works price.
6404-6405	A change to this subheading from any other heading except from uppers of subheading 6406.10
<b>CHAPTER 87: VEHICLES OTHER THAN RAILWAY OR TRAMWAY ROLLING-STOCK, AND PARTS AND ACCESSORIES THEREOF</b>	
8701 to 8706	<p>Category a) and b): No change in tariff classification to be required, provided that there is a regional value content of not less than 35 percent of the ex-works price; or</p> <p>Category c): No change in tariff classification to be required, provided that there is a regional value content of not less than 25 percent of the ex-works price.</p> <p>Categories:  Category a): Includes vehicles for passenger transport up to 16 persons, including the driver; and vehicles for transport of goods of a total weight of maximum and not exceeding 3.2 tonnes (or 7.040 American pounds), as well as chassis cab.  Category b): Includes vehicles with coachwork for passenger transport of more than 16 persons, including the driver.  Category c): Includes other vehicles not included in categories a) and b).</p>
8711	No change in tariff classification to be required, provided that there is a regional value content of not less than 35 percent of the ex-works price.

**ANNEX 3-B**  
**CERTIFICATE OF ORIGIN**  
**COLOMBIA – ISRAEL FREE TRADE AGREEMENT**

1. Exporter (name, address, country)	2. Certificate No.	
3. Importer (name, address, country)	4. Country of Origin	
5. Observations	6. Commercial Invoices	
<b>7. Description of Goods</b>		
Origin Criteria	Description of the Goods	Gross Weight or Other Measure
<b>ORIGIN CERTIFICATION</b>		

8. Declaration by:

The producer

The exporter (if not the producer)

The undersigned hereby declares that he/she has read the instructions for filling out this certificate, and that the goods comply with the origin requirements specified in this Agreement.

Date:

Stamp and Signature

9. Certification by the Issuing Authority:

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Name of the Issuing Authority

We hereby certify the authenticity of this certificate and that it was issued in accordance with the provisions of the Agreement.

Date:

Stamp and Signature

## **INSTRUCTIONS ON FILLING OUT A CERTIFICATE OF ORIGIN COLOMBIA – ISRAEL FREE TRADE AGREEMENT**

### **General**

The instructions below apply to both electronic and paper Certificates of Origin. Either one may be used for the purpose of obtaining preferential treatment in the importing Party.

Each Party may decide on the means of obtaining a Certificate of Origin, including publication on the Internet. The format of the Certificate of Origin shall be identical to appearing in this Annex, and must comply with the requirements stated in the previous paragraph. Any alteration or omission shall render the Certificate void.

The Certificate of Origin must be completed in accordance with the following instructions, together with the relevant provisions set forth in this Agreement.

### **Field No.1 - "Exporter"**

This Field shall bear the details of the exporter, his name and address in the exporting country.

### **Field No. 2 - "Certificate Number"**

This Field is for the use of the issuing authority, which shall fill in the Certificate number.

### **Field No. 3 - "Importer"**

This Field shall bear the details of the importer of the goods in the country of final destination. If, for commercial reasons it is not possible to designate the importer, the exporter shall complete the Field with "**Unknown**".

### **Field No. 4 - "Country of Origin"**

This Field shall bear the name of the country where the goods in question obtained their originating status.

### **Field No. 5 - "Observations"**

This Field shall bear observations made by the country of exportation, for example, "**DUPLICATE**", "**ISSUED RETROSPECTIVELY**".

#### **Field No. 6 - "Commercial Invoices"**

This Field shall bear the serial number of the invoices that are covered by the Certificate. If, for commercial reasons it is not possible to designate the number of an invoice, the exporter shall complete the Field with "**Unknown**".

#### **Field No. 7 - "Description of the Goods"**

This Field shall bear a detailed description of all the goods covered by this Certificate.

In the field reserved for Origin Criteria - the manner in which the goods obtained their originating status according to the Agreement shall be detailed as follows:

"A" for goods that were wholly obtained in the territory of the Parties, as specified in Article 3.4.

"B" for goods that were not wholly obtained, but their non-originating materials were sufficiently processed and underwent a change of Heading (4 digits).

"C" for goods that were not wholly obtained, but their non-originating materials were sufficiently processed and the value of those non-originating materials do not exceed the amounts specified in Article 3.5.

"D" for goods that are included in the list of Product Specific Rules of Origin, as specified in Annex 3-A

In the field reserved for gross weight or other quantity - the gross weight or any other units of measure of the goods shall be indicated.

#### **Field No. 8 - "Declaration by the Exporter"**

The exporter shall indicate in the proper field whether or not he or she is the producer. If the exporter is also the producer of the goods covered by the Certificate, he or she shall mark the Field "**Producer**". If not, he or she shall mark the Field "**Exporter**".

#### **Field No. 9 - "Certification"**

This Field shall bear the details of the certifying authority, and shall be signed and stamped by that authority.

**ANNEX 3-C**  
**INVOICE DECLARATION PURSUANT TO ARTICLE 3.19**

The exporter of the products covered by this document declares that these products, unless otherwise clearly specified, comply with the provisions of the Free Trade Agreement between Israel and Colombia.

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Place and Date

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Signature of the Exporter

**ANNEX 3-D**  
**PROCEDURES FOR THE ISSUANCE OF ELECTRONIC CERTIFICATES OF ORIGIN**  
**(ARTICLE 3.16)**

**1. Applications for the issuance of Electronic Certificates of Origin**

The exporter or his authorized representative (e.g. his customs agent) (hereinafter: "the exporter") will submit an application for the issuance of an Electronic Certificate of Origin in accordance with Article 3.16 and the domestic law of the exporting Party.

The application will be submitted by the exporter by electronic means.

The application will contain all data included in the Electronic Certificate of Origin form which appears in Annex 3-B of this Chapter, as well as any other information required by the customs authority of the exporting Party.

The application will be checked in accordance with the domestic law and procedures applicable in the exporting Party, subject to the provisions of this Chapter.

**2. Issuance of Electronic Certificates of Origin**

Each Party shall establish a secure Internet site in which all the Electronic Certificates of Origin issued by it will be stored.

Electronic Certificates of Origin will be stored on the Internet site by the competent governmental authorities of the exporting country.

The exporter shall request the customs authority of the exporting Party to issue an Electronic Certificate of Origin through the Internet site designated for that purpose.

The customs authority of the exporting Party, shall review the information provided by the exporter. If the information is sufficient to enable the issuance of the Electronic Certificate of Origin, the Certificate shall be assigned a unique reference number (hereinafter referred to as "the Certificate number"), and shall be stored on the Internet site of the issuing authority. As soon as it has been stored on the Internet site, it shall be considered as "issued".

The Certificate number shall be assigned in accordance with a fixed structure that will be agreed upon by the Parties.

The Certificate number shall be forwarded to the exporter as soon as the Certificate of Origin is issued, in accordance with the procedures applicable in the exporting Party.

The Certificates of Origin shall be preserved for the period stipulated in Article 3.25.

The exporter shall forward the Certificate number to the importer.

The Certificate number shall be submitted by the importer to the customs authority of the importing Party during the customs clearance procedures, and shall be treated as a proof of origin, in accordance with this Chapter.

### **3. Implementation**

The customs authorities of Israel and Colombia shall exchange user names and passwords that will enable access to their Internet sites. This access will be granted only for the purpose of checking a specific Electronic Certificate of Origin by means of the Certificate number that was submitted at the time of importation.

### **4. Technical Aspects**

The Parties, through the Subcommittee on Customs, Trade Facilitation and Rules of Origin, shall agree upon the technical details of the implementation of this Annex.

**ANNEX 3-E**  
**PROCEDURES FOR THE ISSUANCE OF PAPER CERTIFICATES OF ORIGIN**  
**(ARTICLE 3.16)**

1. Paper Certificates of Origin shall be issued by the customs authorities of the exporting Party, on application by the exporter or under the exporter's responsibility by his or her authorized representative, in accordance with Article 3.16 of this Chapter and the domestic law of the exporting Party.
2. For this purpose, the exporter or his or her authorized representative shall fill out the Certificate of Origin in the English language and shall apply for its issuance in accordance with the domestic law of the exporting Party. If the Certificate of Origin is handwritten, it shall be completed in ink in printed characters. The description of the products must be given in Box 7 of the Certificate of Origin without leaving any blank lines. Where the box is not completely filled, a horizontal line must be drawn below the last line of the description, the empty space being crossed through.
3. The customs authorities shall ensure that the Certificate of Origin is duly completed. In particular, they shall check whether the space reserved for the description of the products has been completed in such a manner as to exclude all possibility of fraudulent additions.
4. The date of issue of the Certificate of Origin shall be indicated in Box 9 of the Certificate of Origin.
5. Each Certificate of Origin will be assigned a specific number by the customs authority.

**ANNEX 3-F**  
**EXEMPTION FROM THE PRINCIPLE OF TERRITORIALITY**

1. The acquisition of originating status in accordance with the conditions set out in Articles 3.2 through 3.11 shall not be affected by working or processing done outside Israel or Colombia on materials exported from Israel or from Colombia and subsequently re-imported there, provided that:

- (a) the said materials are wholly obtained in Israel or in Colombia or have undergone working or processing beyond the operations referred to in Article 3.6 (Minor Processing Operations) prior to being exported; and
- (b) it can be demonstrated to the satisfaction of the customs authorities that:
  - (i) the re-imported goods have been obtained by working or processing the exported materials; and such working or processing have not resulted in a change of the classification at a six digit level of the Harmonized System (HS) of the said re-imported goods; and
  - (ii) the total added value acquired outside the territory of the Parties by applying the provisions of this Annex does not exceed 15% of the ex-works price of the end product for which originating status is claimed.
  - (iii) the products are listed below.

2. For the purposes of applying the provisions of paragraph 3, 'total added value' means all costs arising outside the territory of the Parties, including the value of the materials incorporated there.

3. The total added value acquired outside the territory of the Parties taken together with the percentage of non-originating materials incorporated into the product shall not exceed the allowable percentage for non-originating materials, in accordance with Article 3.5.1(b) or Annex 3-A.

4. The following shall be the list of goods covered by this Annex:

HS code	HS code	HS code	HS code
820890	848210	852990	901849
830249	848390	852990	901850
840690	848490	853080	901890
840910	848620	853120	901920
841191	848690	853180	902190
841199	850110	853321	902290
841370	850131	853400	902300
841391	850239	853669	902490
841410	850440	853710	902580
841490	850490	853890	902610
841950	851220	854020	902680
842139	851580	854129	902710
842199	851590	854140	902730
843143	851711	854231	902750
844332	851712	854239	902780
844391	851712	854320	902790
846630	851718	854370	903010
846693	851761	854390	903020
847130	851762	900190	903033
847141	851769	900211	903039
847149	851770	900219	903040
847150	851770	900290	903082
847160	851840	901290	903089
847170	852190	901320	903090
847180	852580	901380	903149
847190	852691	901390	903180
847330	852692	901420	903190
847989	852851	901490	903281
847990	852859	901580	903289
848190	852910	901819	910119

## **CHAPTER 4 CUSTOMS PROCEDURES**

### ARTICLE 4.1: CUSTOMS COOPERATION

The Parties shall cooperate in order to ensure:

1. The correct implementation and operation of the provisions of this Agreement as they relate to:
  - (a) importations or exportations within the framework of this Agreement;
  - (b) preferential treatment and claims procedures;
  - (c) verification procedures;
  - (d) customs valuation and tariff classification of goods; and
  - (e) restrictions or prohibitions on imports and/or exports;
2. Each Party shall designate official contact points and provide details thereof to the other Party, with a view to facilitating the effective implementation of this Chapter and Chapter 3 (Rules of Origin). If a matter cannot be resolved through the contact points, it shall be referred to the Subcommittee on Customs, Trade Facilitation and Rules of Origin as set out in this Chapter.

### ARTICLE 4.2: TRADE FACILITATION

1. The Parties shall apply their respective customs laws and procedures in a transparent, consistent, fair and predictable manner in order to facilitate the free flow of trade under this Agreement.
2. Pursuant to paragraph 1, the Parties shall:
  - (a) simplify their customs procedures to the greatest extent possible;
  - (b) make use of information and communications technology in their customs procedures; and
  - (c) to the extent possible, provide for advance electronic submission and processing of information before the physical arrival of goods to enable the quick release of goods upon their arrival.
3. The Parties shall endeavor to improve trade facilitation by mutual consultations and exchange of information between their respective customs authorities.

### ARTICLE 4.3: RELEASE OF GOODS

1. Each Party shall endeavor to ensure that its customs authority and other competent authorities shall adopt or maintain procedures that:

- (a) provide for the release of goods within a period no greater than that required to ensure compliance with its customs law, and to the extent possible release the goods within 48 hours of arrival;
- (b) provide for advance electronic submission and processing of information before the physical arrival of goods to enable their release upon arrival;
- (c) allow goods to be released at the point of arrival, without temporary transfer to warehouses or other facilities; and
- (d) allow importers to withdraw goods from customs before the final determination of the applicable customs duties, taxes, and fees, by its customs authority, according to the domestic legislation of each Party. Before releasing the goods, a Party may, according to its own domestic legislation, require an importer to provide sufficient guarantee covering the ultimate payment of customs duties, taxes or fees in connection with the importation of the goods.

2. Each Party shall endeavor to adopt and maintain procedures under which, in cases of emergency, goods can go through the customs procedures for 24 hours a day including holidays.

3. Each Party shall endeavor to ensure, in accordance with its law, that all competent administrative entities, intervening in control and physical inspection of goods subject to either imports or exports, perform their activities, simultaneously and in a single place.

#### ARTICLE 4.4: RISK MANAGEMENT

The Parties shall exchange information on their respective risk management techniques used in the application of their customs procedures and shall endeavor to improve them in the framework of cooperation between their respective customs authorities. In administering customs procedures and to the extent possible, each customs authority shall focus resources on high-risk shipments of goods and facilitate the clearance, including release, of low-risk goods.

#### ARTICLE 4.5: TRANSPARENCY

1. The Parties shall promptly publish or otherwise make publicly available, including on the Internet, their laws, regulations, administrative procedures, and administrative rulings of general application on customs matters that pertain to or affect the operation of this Agreement, so as to enable interested persons and parties to become acquainted with them.

2. Such laws, regulations, administrative procedures and administrative rulings mentioned in paragraph 1 shall include, *inter alia*, those pertaining to:

- (a) special customs procedures such as temporary imports, imports for the purpose of repairs, alterations, refurbishments, overhauls and other similar procedures;
- (b) procedures for the re-importing and re-exporting of goods;

#### ARTICLE 4.6: PAPERLESS CUSTOMS PROCEDURES

The Parties recognize that electronic filing in trade and in transferring of trade-related information and electronic versions of documents is an alternative to paper-based methods that will significantly enhance the efficiency of trade through reduction of cost and time. Therefore, the Parties shall cooperate with a view to implementing and promoting paperless customs procedures.

#### ARTICLE 4.7: ADVANCE RULINGS

1. In accordance with its domestic law, each Party shall endeavor to provide, through its customs or other competent authorities, for the expeditious issuance of written advance rulings.
2. The customs authorities or another competent authority in the importing Party shall issue advance rulings concerning:
  - (a) the classification of goods;
  - (b) the application of customs valuation criteria for a particular case, in accordance with the provisions of the Customs Valuation Agreement; and
  - (c) such other matters as the Parties may agree.
3. The customs authorities or another competent authority in the exporting Party shall issue advance rulings concerning compliance with the rules of origin as set forth in Chapter 3 (Rules of Origin) of this Agreement, as well as the eligibility of such goods for preferential treatment under this Agreement.
4. Each Party shall adopt or maintain procedures for the issuance of such advance rulings, including the details of the information required for processing an application for a ruling.
5. A Party may decline to issue an advance ruling if the facts and circumstances forming the basis of the advance ruling are the subject of an investigation or an administrative or judicial review. The Party that declines to issue an advance ruling shall promptly notify the requester in writing, setting forth the relevant facts and the basis for its decision to decline to issue the advance ruling.
6. Each Party shall provide that advance rulings shall be in force from their date of issuance, or another date specified in the ruling. Subject to paragraphs 1-5, an advance ruling shall remain in force provided that the facts or circumstances on which the ruling is based

remain unchanged, or for the period specified in the laws, regulations or administrative rulings of the importing Party.

ARTICLE 4.8: UNIFORM PROCEDURES

The Joint Committee shall agree upon uniform procedures that may be necessary for the administration, application and interpretation of this Agreement in customs matters and related topics.

ARTICLE 4.9: AUTHORIZED ECONOMIC OPERATORS

1. The Parties shall promote the implementation of the Authorized Economic Operator (hereinafter referred to as "AEO") concept according to World Customs Organization SAFE Framework of Standards.
2. Each Party shall promote the granting of AEO status to its economic operators with a view of achieving trade facilitation benefits.
3. The Parties shall endeavor to promote a mutual recognition agreement for Approved Economic Operators (AEOs).

ARTICLE 4.10: REVIEW AND APPEAL

Regarding its determinations on customs matters, each Party shall grant access to:

- (a) at least one level of administrative review, within the same institution, of the official or authority responsible for the determination under review; and
- (b) judicial review of the determination or decision taken at the final level of administrative review.

ARTICLE 4.11: CONFIDENTIALITY

1. A Party shall maintain confidentiality of the information provided by the other Party pursuant to Chapter 3 (Rules of Origin) and this Chapter, and protect it from disclosure that could prejudice the competitive position of the person providing the information. Any violation of confidentiality shall be treated in accordance with the domestic legislation of each Party.
2. The above mentioned information shall not be disclosed without the specific permission of the Party providing such information, except to the extent that it may be required to be disclosed for law enforcement purposes or in the course of judicial proceedings.

ARTICLE 4.12: SUBCOMMITTEE ON CUSTOMS, TRADE FACILITATION AND RULES OF ORIGIN

1. The Parties agree to establish a Subcommittee on Customs, Trade Facilitation and Rules of Origin to address any customs-related issues relevant to:

- (a) the uniform interpretation, application and administration of Chapter 3 (Rules of Origin), and this Chapter;
- (b) addressing issues on tariff classification, valuation and determination of the origin of goods for the purposes of this Agreement;
- (c) reviewing of rules of origin;
- (d) including in their bilateral dialogue regular updates on changes in their respective law; and
- (e) considering any other customs-related issues, referred to it by the customs authorities of the Parties, by the Parties or by the Joint Committee.

2. The Subcommittee on Customs, Trade Facilitation and Rules of Origin will meet within one year from the date of entry into force of this Agreement and shall meet thereafter as agreed upon by the Parties alternately in Israel or in Colombia.

3. The Subcommittee on Customs, Trade Facilitation and Rules of Origin shall comprise representatives of customs and, if necessary, other competent authorities from each Party and shall draw up its own rules of procedure at its first meeting.

4. The Subcommittee on Customs, Trade Facilitation and Rules of Origin may formulate resolutions, recommendations or opinions which it considers necessary and report to the Parties or to the Joint Committee.

5. The Subcommittee on Customs, Trade Facilitation and Rules of Origin may draft uniform procedures, which it considers necessary, to be submitted to the Joint Committee for its approval.

**CHAPTER 5**  
**TECHNICAL ASSISTANCE AND TRADE CAPACITY BUILDING**

ARTICLE 5.1: OBJECTIVES

1. The Parties agree to strengthen cooperation that will contribute to the implementation of this Agreement with the aim of optimizing its results, expanding opportunities and obtaining the greatest benefits for the Parties.
2. Cooperation between the Parties should contribute to achieving the objectives of this Agreement through the identification and development of cooperation initiatives capable of providing added value to the bilateral relationship.
3. Cooperation between the Parties under this Chapter will complement the cooperation referred to in other chapters of this Agreement.

ARTICLE 5.2: SCOPE AND MEANS

1. To achieve the objectives referred to in Article 5.1, the Parties attach particular importance to cooperation initiatives aimed at:
  - (a) strengthening the relations of trade capacity building between the Parties;
  - (b) improving and creating new opportunities for trade and investment;
  - (c) fostering competitiveness and innovation;
  - (d) promoting the development of small and medium-sized enterprises (hereinafter referred to as SMEs);
  - (e) supporting the role of the private sector, with special emphasis on SMEs, in promoting and building strategic alliances to encourage mutual economic growth and development; and
  - (f) addressing the needs for cooperation identified in other parts of this Agreement.
2. Cooperation shall be led by the contact points responsible for this Chapter, by means of the instruments, resources and mechanisms made available by the Parties to that end, in conformity with the rules and procedures in force.
3. In particular, the Parties may use different instruments and modalities, such as exchanging information, experience, best practices, capacity building and technical assistance, as well as triangular cooperation amongst others for the joint identification, development and implementation of projects.

4. The Parties may cooperate in various areas, including but not limited to the following sectors: agricultural technology, telecommunications, public health, innovation, biotechnology and environmental technology.

#### ARTICLE 5.3: CONTACT POINTS FOR THE IMPLEMENTATION

1. The Parties shall attach particular importance to following up the cooperation projects put in place to contribute to their optimal execution and to maximize the benefits of this Agreement.

2. In order to implement this Chapter in an efficient and effective way, and to facilitate communication for any matter covered by this Chapter, the Parties hereby establish the following contact points:

(a) for the Republic of Colombia: Ministry of Trade, Industry and Tourism; Chief of Sectorial Planning Advisory Office;

(b) for the State of Israel: Ministry of Economy; Foreign Trade Administration;

or their successors.

3. The contact points shall be responsible for:

(a) receiving and channeling the project proposals presented by the Parties;

(b) informing on the project status;

(c) informing on the acceptance or denial of the project;

(d) monitoring and assessing the progress in the implementation of trade related cooperation initiatives; and

(e) other tasks on which the Parties may agree.

4. The contact points shall inform the Joint Committee about the cooperation activities covered under this Chapter, in a timely manner through the Coordinators referred to in Article 13.5 (Free Trade Agreement Coordinators).

#### ARTICLE 5.4: ADDITIONAL BILATERAL INSTRUMENTS

The activities undertaken under this chapter shall not affect other cooperation initiatives based on bilateral instruments between the Parties.

## CHAPTER 6 SANITARY AND PHYTOSANITARY MEASURES

### ARTICLE 6.1: OBJECTIVES

The objectives of this Chapter are to:

- (a) protect human, animal and plant life or health in the territory of each Party;
- (b) ensure that the Parties' sanitary and phytosanitary measures do not create unjustified barriers to trade; and
- (c) enhance the implementation of the SPS Agreement.

### ARTICLE 6.2: GENERAL PROVISIONS

1. The Parties reaffirm their existing rights and obligations with respect to each other under the SPS Agreement, and to this end the SPS Agreement is incorporated into and made part of this Agreement, *mutatis mutandis*.

2. The Parties shall not apply their sanitary and phytosanitary measures in a manner that constitutes an arbitrary or unjustifiable discrimination or a disguised restriction on trade between them.

### ARTICLE 6.3: TRANSPARENCY

The Parties shall exchange information on:

- (a) any changes in their sanitary and phytosanitary status, including important epidemiological findings, which may affect the trade between the Parties;
- (b) results of import checks in case of rejected or non-compliant consignments, within three working days; or
- (c) results of verification procedures, such as inspections or on site audits within 60 days, which may be extended for a similar period in case of appropriate justification.

### ARTICLE 6.4: RISK ASSESSMENT

When the import requirements include an assessment of risk, the importing Party shall initiate the assessment in a timely manner and, without prejudice to the duration of the process, shall inform the exporting Party on the estimated period of time needed for such assessment. Technical justification shall be given in case the assessment takes longer. The exporting Party shall send information upon request to the importing Party to support the risk assessment, and the importing Party shall, as appropriate, use this information for the risk assessment process.

#### ARTICLE 6.5: ADAPTATION TO THE REGIONAL CONDITIONS

The Parties will develop procedures, as needed, taking into account guidelines of WTO Committee on Sanitary and Phytosanitary Measures (hereinafter referred to as the "SPS Committee"), the International Plant Protection Convention (IPPC), the World Organization for Animal Health (OIE), and Codex Alimentarius for the recognition of:

- (a) pest or disease free areas;
- (b) areas of low pest or disease prevalence; and
- (c) pest or disease free production sites and/or compartments.

#### ARTICLE 6.6: INSPECTION AND APPROVAL PROCEDURES

1. Upon request, the importing Party shall inform the exporting Party of its sanitary and phytosanitary import requirements.
2. In cases where approval of establishments is required by the importing Party the exporting Party will apply the importing Party's requirements in order to approve the establishments.
3. Once the importing Party has concluded that the commodity and where applicable the approved establishments of the exporting Party meets its sanitary and phytosanitary requirements, such Party will notify the other party of its eligibility to export.

#### ARTICLE 6.7: COMPETENT AUTHORITIES

For the purpose of implementing the provisions of this Chapter, the competent authorities are the following:

- (a) for the Republic of Colombia:

Colombian Agriculture and Livestock Institute (Instituto Colombiano Agropecuario – ICA) under the Ministry of Agriculture and Rural Development (Ministerio de Agricultura y Desarrollo Rural);

National Institute for the Surveillance of Foods and Drugs (Instituto Nacional de Vigilancia de Medicamentos y Alimentos– INVIMA) under the Ministry of Health and Social Protection (Ministerio de Salud y Protección Social);

- (b) for the State of Israel:

Plant Protection and Inspection Services ("PPIS"), Ministry of Agriculture and Rural Development;

Veterinary Services and Animal Health ("IVSAH"), Ministry of Agriculture and Rural Development;

The National Food Services - Ministry of Health;

Cosmetic Department, Pharmaceutical Administration - Ministry of Health;

or their respective successors.

#### ARTICLE 6.8: SUBCOMMITTEE ON SANITARY AND PHYTOSANITARY MATTERS

1. The Subcommittee on Sanitary and Phytosanitary Matters (hereinafter referred to as the "Subcommittee") established pursuant to Chapter 13 (Institutional Provisions) shall have the following functions:

- (a) facilitating the implementation and cooperation between the parties in all matters pertaining to this Chapter;
- (b) monitoring the implementation, enforcement and administration of this Chapter;
- (c) promptly addressing, with the aim of solving, any issue that a Party raises related to the development, adoption, application or enforcement of sanitary and phytosanitary measures that affect, or may affect, trade between the Parties;
- (d) exchanging information, at a Party's request, on each Party's actual or planned SPS measures;
- (e) exchanging information on developments in non-governmental, regional and multilateral fora engaged in activities related to SPS;
- (f) reviewing this Chapter in light of any developments under the SPS Committee and, if necessary, developing recommendations for amendments to this Chapter; and
- (g) taking any other steps that the Parties consider will assist them in implementing this Chapter.

2. The Subcommittee shall meet upon request of a Party. Meetings may be conducted in person, via teleconference, videoconference, or any other means as mutually determined by the Parties.

3. The Subcommittee will be comprised of representatives of the competent authorities and will be co-chaired by representatives of both Parties from their respective ministries primarily responsible for international trade.

4. The contact points set out in Article 6.9 will be responsible for coordinating with the

relevant institutions and persons of the respective Parties as well as ensuring that such institutions and persons are engaged in the Subcommittee.

5. The Subcommittee shall report to the Joint Committee of its activities and work plans.
6. The Subcommittee shall establish its rules and procedures during its first meeting.
7. The Subcommittee may establish *ad hoc* technical working groups, as needed, in accordance with its rules and procedures.

#### ARTICLE 6.9 CONTACT POINTS

The Parties agree to establish contact points for facilitating the implementation of this Chapter, and for coordinating every SPS matter related to the implementation of this Agreement with its national competent authorities:

- (a) for the Republic of Colombia, the Ministry of Trade, Industry and Tourism (Ministerio de Comercio, Industria y Turismo) ; and
- (b) for the State of Israel, the Ministry of Economy;

or their successors.

## **CHAPTER 7 TECHNICAL BARRIERS TO TRADE**

### ARTICLE 7.1: OBJECTIVES

The objectives of this Chapter are:

- (a) to increase and facilitate trade between the Parties;
- (b) to ensure that standards, technical regulations, and conformity assessment procedures do not create unnecessary obstacles to trade; and
- (c) to enhance joint cooperation, between the Parties.

### ARTICLE 7.2: GENERAL PROVISIONS

The Parties reaffirm their existing rights and obligations with respect to each other under the TBT Agreement, and to this end the TBT Agreement is incorporated into and made part of this Agreement, *mutatis mutandis*.

### ARTICLE 7.3: DEFINITIONS

For the purposes of this Chapter the definitions shall be those contained in Annex 1 of the TBT Agreement.

### ARTICLE 7.4: SCOPE OF APPLICATION

1. This Chapter shall apply to the preparation, adoption and application of technical regulations, standards and conformity assessment procedures, including any amendment or addition thereto, that may affect trade in goods between the Parties.
2. Notwithstanding paragraph 1, this Chapter shall not apply to:
  - (a) technical specifications prepared by governmental bodies for production or consumption requirements of such bodies, covered by Chapter 9 (Government Procurement), and
  - (b) sanitary and phytosanitary measures covered by Chapter 6 (SPS).

### ARTICLE 7.5: COOPERATION AND TRADE FACILITATION

1. The Parties shall strengthen their cooperation in the fields of standards, technical regulations, conformity assessment and metrology with a view to increasing the mutual understanding of their respective systems and facilitating access to their respective markets.
2. Pursuant to paragraph 1, the Parties shall seek to identify, develop and promote bilateral initiatives on cooperation and trade facilitation regarding standards, technical regulations, conformity assessment procedures and metrology that are appropriate for particular issues or sectors, taking into consideration, *inter alia*, the Parties' experience in regional and multilateral arrangements or agreements.
3. These initiatives may include:
  - (a) cooperation on regulatory issues, such as transparency, the promotion of good regulatory practices, harmonization with international standards, and use of accreditation to qualify conformity assessment bodies;
  - (b) technical assistance and cooperation regarding metrology;
  - (c) initiatives to develop common views on good regulatory practices such as transparency, the use of equivalency and regulatory impact assessment; and
  - (d) the use of mechanisms to facilitate the acceptance of the results of conformity assessment procedures conducted in the other Party's territory.
4. The Subcommittee on Technical Barriers to Trade shall define priority sectors for cooperation described in paragraph 3.
5. The Parties shall maintain effective communication between their respective regulatory authorities and between their respective standardization bodies.
6. Where a Party detains at a port of entry a good originating in the territory of the other Party due to a perceived failure to comply with a technical regulation, it shall immediately notify the importer of the reasons for the detention.

#### ARTICLE 7.6: INTERNATIONAL STANDARDS

1. The Parties shall:
  - (a) apply the Decision of the Committee on Principles for the Development of International Standards, Guides and Recommendations with Relation to Articles 2, 5 and Annex 3 of the Agreement adopted<sup>1</sup> by the WTO Committee on Technical Barriers to Trade (hereinafter referred to as the "TBT Committee"), when determining whether an international standard; guide or recommendation

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<sup>1</sup> G/TBT/1/Rev.10, 9 June 2011 Annex B to part I (original Decision: January 1<sup>st</sup>, 1995)

exists within the meaning of Articles 2 and 5 and the scope of Annex 3 of the TBT Agreement;

- (b) encourage its standardization bodies to cooperate with the relevant standardization bodies of the other Party in international standardization activities;
- (c) exchange information on their standardization processes as well as on the extent they use international, regional or sub-regional standards as the basis for national standards; and
- (d) exchange general information on cooperation agreements concluded on standardization matters with a non-Party.

2. Each Party shall use relevant international standards, guides and recommendations to the extent provided in Articles 2.4 and 5.4 of the TBT Agreement, as a basis for its technical regulations and conformity assessment procedures.

#### ARTICLE 7.7: TECHNICAL REGULATIONS

1. The Parties shall use international standards as a basis for preparing their technical regulations, unless those international standards are ineffective or inappropriate to achieving the legitimate objective pursued. A Party shall, upon request of the other Party, provide the reasons for not having used international standards as a basis for preparing its technical regulations.

2. Upon request of the other Party interested in developing a similar technical regulation, and in order to minimize the duplication of costs, a Party shall, to the extent possible, provide the requesting Party with any information, technical study, risk assessment or other available relevant document, on which that Party has relied for the development for such technical regulation excluding confidential information.

3. Upon request of the other Party, a Party shall consider entering into negotiations in order to conclude an agreement for the acceptance of technical regulations of the other Party as equivalent, even if these regulations differ from its own, provided that those technical regulations produce outcomes equivalent to those produced by its own technical regulations in meeting its legitimate objectives and achieving the same level of protection.

4. Where a Party does not accept entering into negotiations with the other Party as specified in paragraph 3, it shall, upon request of the other Party, explain in writing the reasons for its decision.

#### ARTICLE 7.8: CONFORMITY ASSESSMENT AND ACCREDITATION

1. The Parties recognize the existence of a broad range of mechanisms to facilitate acceptance of the results of conformity assessment procedures of the other Party.

Accordingly, the Parties may agree:

- (a) on the acceptance of a suppliers' declaration of conformity;
- (b) on the acceptance of the results of the conformity assessment procedures of the other Party, including those regarding specific technical regulations of the other Party;
- (c) that a conformity assessment body located in a Party's territory may enter into voluntary recognition agreements with a conformity assessment body located in the other Party's territory; and
- (d) on designation of conformity assessment bodies located in the other Party's territory.

2. To that end, the Parties shall:

- (a) exchange information on the range of mechanisms used in their territories;
- (b) promote the acceptance of results of conformity assessment procedures by bodies located in the territory of the Parties and recognized under a multilateral accreditation agreement or by an agreement reached between their relevant respective conformity assessment bodies;
- (c) consider initiating negotiations in order to conclude agreements to facilitate the acceptance in their territories of the results of conformity assessment procedures conducted by bodies located in the territory of the other Party, when it is in the interest of the Parties and it is economically justified; and
- (d) encourage their conformity assessment bodies to take part in agreements with the conformity assessment bodies of the other Party for the acceptance of conformity assessment results.

3. The Parties shall give positive consideration to a request by the other Party to negotiate agreements for the mutual recognition of the results of their respective conformity assessment procedures. Where a Party, declines such a request, it shall, upon request, explain in writing the reasons for its decision. The Parties shall work together to implement the mutual recognition agreements in which both Parties are members.

4. A Party may consider, unilaterally, the recognition of the results of the conformity assessment procedures of the other Party.

5. In order to enhance confidence, in the permanent reliability of each one of the conformity assessment results, prior to an agreement as described in paragraph 3, the Parties may consult and exchange information on matters such as the technical competence of the conformity assessment bodies involved.

## ARTICLE 7.9: TRANSPARENCY

1. Each Party shall, upon request of the other Party, provide information, including the objective of, and rationale for, a technical regulation or conformity assessment procedure which the Party has adopted or proposes to adopt.
2. A Party shall give appropriate consideration to the comments received from the other Party when a proposed technical regulation is submitted for public consultation and, upon request of the other Party, provide written answers to the comments made by such other Party.
3. Each Party shall electronically notify the other Party's TBT Enquiry Point referred to in Annex 7-A upon submission of its notification to the WTO Central Registry of Notifications in accordance with the TBT Agreement.
4. Each Party shall endeavor to inform the other Party's TBT Enquiry Point referenced in Annex 7-A of the following documents:
  - (a) new technical regulations and amendments to existing technical regulations that are based on relevant international standards;
  - (b) new conformity assessment procedures and amendments to existing conformity assessment procedures that are based on relevant international standards; and
  - (c) proposed new technical regulations and conformity assessment procedures in case there is a doubt on the significant effect on trade.
5. Upon a written request by one of the Parties showing a substantial trade interest, the notification of technical regulations and conformity assessment procedures shall include a link to or a copy of the complete text of the notified document, if those regulations and conformity assessment procedures are not based on relevant international standards. In this case, the Parties shall provide a link to or a copy of the complete text of the notified document in English.
6. If a Party adopts an international standard as a technical regulation or conformity assessment procedure with changes to its original version, shall inform the other Party of the changes. In this case it shall not be necessary to provide a complete copy of the text.
7. Each Party shall allow a period of at least 60 days (hereinafter referred to as the "comment period") following notification of proposed technical regulations and conformity assessment procedures for the other Party to provide written comments, except where urgent problems of safety, health, environmental protection or national security arise or threaten to arise. A Party shall give positive consideration to a reasonable request for extending the comment period.
8. Each Party may consider to publish or otherwise make available to the public, in print or electronically, its responses or a summary of its responses, to official comments it receives from

the other Party, no later than the date it publishes the final technical regulation or conformity assessment procedure.

9. A Party may give positive consideration to a reasonable request from the other Party, to extend the period of time between the adoption of technical regulation and its entry into force, if the request is received prior to the end of the comment period following notification of a proposed technical regulation.

10. Except for urgent circumstances, the Parties shall allow a reasonable interval<sup>2</sup> between the publication of technical regulations and their entry into force in order for producers in the exporting Party to adapt their products or methods of production to the requirements of the importing Party.

11. The Parties shall ensure that all adopted technical regulations and conformity assessment procedures are publicly available.

#### ARTICLE 7.10: INFORMATION EXCHANGE

1. Any information or explanation that a Party provides upon request of the other Party pursuant to this Chapter shall be provided in print or electronically within a reasonable period of time. A Party shall endeavor to respond to such a request within 60 days.

2. The contact point referred to in Annex 7-A shall be responsible for facilitating communication between the Parties on any matter covered by this Chapter, including administrative notifications and information submitted under this Chapter, as set forth under Article 7.9. On the request of the other Party, the contact point shall identify the office or the official responsible for the matter and assist, as necessary, in facilitating communications with the requesting Party.

3. The TBT enquiry point referred to in Annex 7-A shall be responsible for providing information regarding technical regulations or conformity assessment procedures, to transmitting the comments related to technical regulations or conformity assessment procedures that a Party has adopted or intends to adopt, and responding to any other information demanded pursuant to Article 7.9.

#### ARTICLE 7.11: SUBCOMMITTEE ON TECHNICAL BARRIERS TO TRADE

1. The Subcommittee on Technical Barriers to Trade established pursuant to Chapter 13 (Institutional Provisions) shall have the following functions:

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<sup>2</sup> “Reasonable interval” shall be understood to normally mean a period of no less than six months, except when such period would be ineffective in fulfilling the legitimate objectives pursued, in accordance with paragraph 5 of the Implementation –Related Issues and Concerns, Decision of 14 November 2001(WT/MIN(01)/17).

- (a) working in order to facilitate implementation of this Chapter and cooperation between the Parties in all matters pertaining to this Chapter;
- (b) monitoring the implementation, enforcement and administration of this Chapter;
- (c) promptly addressing any issue that a Party raises related to the development, adoption, application or enforcement of standards, technical regulations, or conformity assessment procedures;
- (d) improving joint cooperation between the Parties in the areas mentioned in Article 7.5;
- (e) conducting negotiations for mutual recognition agreements;
- (f) exchanging information, at a Party's request, on standards, technical regulations, and conformity assessment procedures, including the Parties' respective views regarding non-Party issues;
- (g) exchanging information on developments in non-governmental, regional and multilateral *fora* engaged in activities related to standards, technical regulations and conformity assessment procedures;
- (h) consulting, at a Party's written request, with the aim of solving any matter arising under this Chapter within a reasonable period of time;
- (i) reviewing this Chapter in light of any developments under the TBT Committee and, if necessary, developing recommendations for amendments to this Chapter;
- (j) establishing issue or sector-specific ad hoc working groups, if necessary to achieve the objectives of this Chapter; and
- (k) taking any other steps that the Parties consider will assist them in implementing this Chapter.

2. The Subcommittee shall meet upon request of a Party. Meetings may be conducted in person, via teleconference, videoconference, or any other means as mutually determined by the Parties.

3. In a dispute on matters covered by this Chapter, consultations pursuant to paragraph 1(h) shall be mandatory in order to activate the procedures provided in Chapter 12 (Dispute Settlement).

4. The contact points set out in Annex 7-A shall be responsible for coordinating with the relevant authorities and persons in their respective countries as well as ensuring that such authorities and persons are in contact.

## ARTICLE 7.12: BORDER CONTROL AND MARKET SURVEILLANCE

The Parties shall:

- (a) exchange information and experiences on their border control and market surveillance activities, except in those cases in which the information is confidential; and
- (b) ensure that border control and market surveillance activities are undertaken by the competent authorities, to which end these authorities may use accredited, designated or delegated bodies, avoiding conflicts of interest between those bodies and the economic operators subject to control or supervision.

**ANNEX 7-A**  
**SUBCOMMITTEE, CONTACT POINT AND TBT ENQUIRY POINT ON TECHNICAL BARRIERS TO TRADE**

1. For the purposes of Article 7.11, the Subcommittee on Technical Barriers to Trade shall be coordinated by the contact point:

- (a) in the case of the State of Israel, Ministry of Economy; and
- (b) in the case of the Republic of Colombia, Ministry of Trade, Industry and Tourism (Ministerio de Comercio, Industria y Turismo);

or their successors.

Depending on the issues, responsible Ministries or regulatory agencies shall participate in the Subcommittee meetings.

2. For the purposes of Article 7.10, the TBT Enquiry Point on Technical Barriers to Trade shall be:

- (a) in the case of the State of Israel, Foreign Trade Administration, Ministry of Economy; and
- (b) in the case of the Republic of Colombia, the TBT enquiry point at the Central Registry of Notifications in accordance with the TBT Agreement;

or their successors.

**ANNEX 7-A**  
**SUBCOMMITTEE, CONTACT POINT AND TBT ENQUIRY POINT ON TECHNICAL BARRIERS TO TRADE**

1. For the purposes of Article 7.11, the Subcommittee on Technical Barriers to Trade shall be coordinated by the contact point:

- (a) in the case of the State of Israel, Ministry of Economy; and
- (b) in the case of the Republic of Colombia, Ministry of Trade, Industry and Tourism (Ministerio de Comercio, Industria y Turismo);

or their successors.

Depending on the issues, responsible Ministries or regulatory agencies shall participate in the Subcommittee meetings.

2. For the purposes of Article 7.10, the TBT Enquiry Point on Technical Barriers to Trade shall be:

- (a) in the case of the State of Israel, Foreign Trade Administration, Ministry of Economy; and
- (b) in the case of the Republic of Colombia, the TBT enquiry point at the Central Registry of Notifications in accordance with the TBT Agreement;

or their successors.

## CHAPTER 8 TRADE REMEDIES

### SECTION A: BILATERAL SAFEGUARD MEASURES

#### ARTICLE 8.1: DEFINITIONS

For the purposes of this Chapter:

**competent investigating authority** means:

- (a) for the State of Israel: the Commissioner of Trade Levies, in the Ministry of Economy or the corresponding unit in the Ministry of Agriculture and Rural Development;
- (b) for the Republic of Colombia: the Ministry of Trade, Industry and Tourism (Ministerio de Comercio, Industria y Turismo);

or their successors;

**domestic industry** means the producers as a whole of the like or directly competitive goods of a Party or whose collective output of the like or directly competitive goods constitutes a major proportion of the total production of such goods;

**originating goods** as referred to in Chapter 3 (Rules of Origin);

**serious injury** means the significant overall impairment in the position of a domestic industry;

**threat of serious injury** means **serious injury** that is clearly imminent, based on facts and not merely on allegation, conjecture or remote possibility;

**transition period** for each good means the period of tariff elimination for that good, with the addition of three years.

#### ARTICLE 8.2: APPLICATION OF A BILATERAL SAFEGUARD MEASURE

1. Subject to Article 8.7.3, if a good originating in one Party, as a result of the reduction or elimination of a customs duty provided for in this Agreement, is being imported into the other Party in such increased quantities, in absolute or relative terms, and under such conditions that the imports of the good originating from that Party alone constitute a substantial cause of serious injury or threat of serious injury to a domestic industry, the importing Party may, to the minimum extent necessary to remedy the injury:

- (a) suspend the further reduction of any rate of a customs duty provided for under this Agreement on the goods; or

- (b) increase the rate of duty on the good to a level not to exceed the lesser of :
  - (i) the most favored nation (MFN) applied rate of duty in effect at the time the measure is applied; or
  - (ii) the base rate as provided for in Article 2.14 (Elimination of Customs Duties) in Chapter 2 (Market Access for Goods).

2. The Party that applies a safeguard measure may establish an import quota for the product concerned under the agreed preference/concession established in this Agreement. If a quota is applied, such a measure shall not reduce the quantity of imports to a level below the average of imports before the existence of serious injury.

#### ARTICLE 8.3: LIMITATIONS FOR APPLYING A BILATERAL SAFEGUARD MEASURE

1. Bilateral safeguard measures may not be applied in the first year after the tariff preferences, under Chapter 2 (Market Access for Goods) of this Agreement, come into force.

2. A bilateral safeguard measure shall not be applied except to the extent and for such time as may be necessary to prevent or remedy serious injury and to facilitate adjustment and, it shall not be applied for a period exceeding two years.

However, this period may be extended to up to two additional years if the competent authorities of the importing Party determine, in conformity with the procedures specified in Article 8.4, that the measure continues to be necessary to prevent or remedy serious injury and to facilitate adjustment and that there is evidence that the industry is adjusting, provided that the total period of application of a safeguard measure, including the period of initial application and any extension thereof, shall not exceed four years.

3. Neither Party shall apply a bilateral safeguard measure more than once against the same good.

4. For perishable or seasonal goods no measure may be taken more than four times within the initial two years or for a cumulative period exceeding four years provided in paragraph 2 above.

5. Upon termination of the bilateral safeguard measure, the rate of duty or quota shall be the level which would have been in effect had the measure not been imposed.

6. Bilateral safeguard measures may not be applied or maintained after the transition period unless otherwise agreed by the Parties.

7. Following conclusion of the transition period, the Joint Committee shall evaluate whether or not to continue the bilateral safeguard measures mechanism

included in this Chapter.

#### ARTICLE 8.4: INVESTIGATION PROCEDURES

1. A Party shall apply a safeguard measure only following an investigation by the Party's competent authority in accordance with its domestic legislation and Articles 3 and 4.2(c) of the Safeguards Agreement; and to this end, Articles 3 and 4.2(c) of the Safeguards Agreement are incorporated into and made part of this Agreement, *mutatis mutandis*.

2. In the investigation described in paragraph 1, a Party shall comply with the requirements of Article 4.2(a) of the Safeguards Agreement; and to this end, Article 4.2(a) of the Safeguards Agreement is incorporated into and made part of this Agreement, *mutatis mutandis*.

#### ARTICLE 8.5 PROVISIONAL BILATERAL SAFEGUARD MEASURES

1. In critical circumstances where delay would cause damage that would be difficult to repair, a Party may apply a bilateral safeguard measure on a provisional basis pursuant to a preliminary determination by its competent authorities that there is clear evidence that imports of an originating good from the other Party have increased as the result of reduction or elimination of a customs duty under this Agreement, and that such imports constitute a substantial cause of serious injury, or threat thereof, to the domestic industry.

2. A Party shall not apply a provisional measure until at least 44 days after the date on which its competent authorities have initiated an investigation.

3. The duration of any provisional measure shall not exceed 200 days, during which time the Party shall comply with the requirements of Article 8.4.

#### ARTICLE 8.6: NOTIFICATIONS AND CONSULTATIONS

1. A Party shall promptly notify the other Party, in writing upon:

- (a) initiating a safeguard proceeding under this Chapter;
- (b) making a finding of serious injury, or threat thereof, caused by increased imports under Article 8.2; and
- (c) taking a preliminary or final decision to apply or extend a safeguard measure.

2. A Party shall provide the other Party with a copy of the public version of its competent investigating authority's report under Article 8.4.1.

3. If a Party whose goods are subject to a safeguard proceeding under this Chapter

requests to hold consultations within 10 days from receipt of a notification as specified in paragraph 1(c), the Party conducting that proceeding shall enter into consultations with the requesting Party with a view to finding an appropriate and mutually satisfactory solution.

4. The consultations under paragraph 3 shall take place in the Joint Committee. In the absence of a decision or if no satisfactory solution is reached within 20 days of the notification being made, the Party may apply bilateral safeguard measures.

## **SECTION B: GLOBAL SAFEGUARD MEASURES**

### **ARTICLE 8.7: IMPOSITION OF GLOBAL SAFEGUARD MEASURES**

1. Each Party retains its rights and obligations in accordance with Article XIX of the GATT 1994 and the Safeguards Agreement.

2. This Agreement does not confer any additional rights or obligations on the Parties with regard to actions taken in accordance with Article XIX of the GATT 1994 and the Safeguards Agreement, except that a Party taking a global safeguard measure shall exclude imports of an originating good of the other Party if such imports are not a substantial cause of serious injury or threat thereof.

3. No Party may apply, with respect to the same good, at the same time:

- (a) a bilateral safeguard measure; and
- (b) a measure in accordance with Article XIX of the GATT 1994 and the Safeguards Agreement.

4. In determining whether imports from the other Party are a substantial cause of serious injury or threat thereof, the competent investigating authority shall consider such factors as the change in the import share of the other Party and the level and change in the level of imports of the other Party. In this regard, imports from the other Party normally shall not be deemed to be a substantial cause of serious injury or threat thereof, if the growth rate of imports from that Party during the period in which the injurious increase in imports occurred is appreciably lower than the growth rate of total imports from all sources over the same period.

Imports from the Party which have been excluded from the applied safeguard measure, shall not be included in the calculation of the serious injury caused to the domestic industry of the Party who applied such measure.

5. The following conditions and limitations shall apply to a proceeding that may result in global safeguard measures under Article 8.4:

- (a) the Party initiating such a proceeding shall, without delay, deliver to the other Party written notice thereof;

- (b) upon termination of the measure, the rate of a customs duty or quota shall be the rate which would have been in effect had the measure not been imposed.

## **SECTION C: ANTIDUMPING AND COUNTERVAILING MEASURES**

### **ARTICLE 8.8: ANTIDUMPING AND COUNTERVAILING MEASURES**

Each Party retains its rights and obligations in accordance with Article VI of the GATT 1994, the Antidumping Agreement and the Subsidies Agreement, with regard to the application of antidumping duties and countervailing measures.

## CHAPTER 9 GOVERNMENT PROCUREMENT

### ARTICLE 9. 1: DEFINITIONS

For the purposes of this Chapter:

**commercial goods and services** means goods or services of a type generally sold or offered for sale in the commercial marketplace to, and customarily purchased by, non-governmental buyers for non-governmental purposes;

**conditions for participation** means registration, qualification, and other pre-requisites for participation in a procurement;

**construction service** means a service that has as its objective the realization by whatever means of civil or building works, based on Division 51 of the United Nations Provisional Central Product Classification;

**electronic auction** means an iterative process that involves the use of electronic means for the presentation by suppliers of either new prices, or new values for quantifiable non-price elements of the tender related to the evaluation criteria, or both, resulting in a ranking or re-ranking of tenders;

**in writing** or **written** means any worded or numbered expression that can be read, reproduced and later communicated. It may include electronically transmitted and stored information;

**limited tendering** means a procurement method whereby the procuring entity contacts a supplier or suppliers of its choice;

**measure** means any law, regulation, procedure, administrative guidance or practice, or any action of a procuring entity relating to a covered procurement;

**multi-use list** means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once;

**notice of intended procurement** means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both;

**offset** means any condition or undertaking that encourages local development or improves a Party's balance-of-payments accounts, such as the use of domestic content, the licensing of technology, investment, counter-trade and similar action or requirement;

**open tendering** means a procurement method whereby all interested suppliers may submit a tender;

**procuring entity** means an entity covered under a Party's Annex 9-A;

**qualified supplier** means a supplier that a procuring entity recognizes as having satisfied the conditions for participation;

**selective tendering** means a procurement method whereby only qualified suppliers are invited by the procuring entity to submit a tender;

**services** includes construction services, unless otherwise specified;

**standard** means a document approved by a recognized body that provides for common and repeated use, rules, guidelines or characteristics for goods or services, or related processes and production methods, with which compliance is not mandatory. It may also include or deal exclusively with terminology, symbols, packaging, marking or labeling requirements as they apply to a good, service, process or production method;

**supplier** means a person or group of persons that provides or could provide goods or services; and

**technical specification** means a tendering requirement that:

1. lays down the characteristics of goods or services to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or
2. addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a good or service.

ARTICLE 9.2: SCOPE

1. This Chapter shall apply to any measure of a Party regarding covered procurement.
2. For the purposes of this Chapter, **covered procurement** means a government procurement:
  - (a) of goods, services or any combination thereof
    - (i) as specified in Annex 9-A;
    - (ii) not procured with a view to commercial sale or resale, or for use in the production or supply of goods or services for commercial sale or resale;
  - (b) by any contractual means, including purchase, lease, and rental or hire purchase, with or without an option to buy;
  - (c) for which the value, as estimated in accordance with paragraphs 5 and 6, equals or exceeds the relevant threshold specified in Annex 9-A at the time of publication of a notice in accordance with Article 9.6;
  - (d) by a procuring entity; and

(e) that is not otherwise excluded from coverage in paragraph 3 or in Annex 9-A.

3. This Chapter shall not apply to:

- (a) the acquisition or rental of land, existing buildings, or other immovable property or rights thereon;
- (b) non-contractual agreements or any form of assistance that a Party provides, including cooperative agreements, grants, loans, equity infusions, guarantees, fiscal incentives, subsidies;
- (c) the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions, or services related to the public debt, including loans and government bonds, notes and other securities. For greater certainty, this Chapter shall not apply to procurement of banking, financial, or specialized services related to the following activities:
  - (i) the incurring of public indebtedness; or
  - (ii) public debt management;
- (d) public employment contracts;
- (e) procurement conducted under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project, or under the particular procedure or condition of an international organization, or funded by international grants, loans, or other assistance where the applicable procedure or condition would be inconsistent with this Chapter;
- (f) procurement for the direct purpose of providing foreign assistance; and
- (g) purchases for a procuring entity from another public entity, provided that the procurement is directly related to the legal object of the supplying public entity.

4. Where a procuring entity, in the context of covered procurement, requires persons not listed in Annex 9-A to procure in accordance with particular requirements, Article 9.4 shall apply *mutatis mutandis* to such requirements.

#### *Valuation*

5. In estimating the value of a procurement for the purposes of ascertaining whether it is a covered procurement, a procuring entity shall:

- (a) neither divide a procurement into separate procurements nor select or use a particular valuation method for estimating the value of a procurement with the intention of totally or partially excluding it from the application of this Chapter; and

- (b) include the estimated maximum total value of the procurement over its entire duration, whether awarded to one or more suppliers, taking into account all forms of remuneration, including:
  - (i) premiums, fees, commissions and interest; and
  - (ii) where the procurement provides for the possibility of options, the total value of such options.

6. Where an individual requirement for a procurement results in the award of more than one contract, or in the award of contracts in separate parts (hereinafter referred to as "recurring procurements"), the calculation of the estimated maximum total value shall be based on:

- (a) the total maximum value of the procurement over its entire duration ;
- (b) the value of recurring procurements of the same type of good or service awarded during the preceding 12 months or the procuring entity's preceding fiscal year, adjusted, where possible, to take into account anticipated changes in the quantity or value of the good or service being procured over the following 12 months; or
- (c) the estimated value of recurring procurements of the same type of good or service to be awarded during the 12 months following the initial contract award or the procuring entity's fiscal year.

7. Where the estimated maximum total value of a procurement over its entire duration is not known, the procurement shall be covered by this Chapter.

#### ARTICLE 9.3: SECURITY AND GENERAL EXCEPTIONS

1. Nothing in this Agreement shall be construed to prevent any Party from taking any action or not disclosing any information that it considers necessary for the protection of its essential security interests relating to the procurement of arms, ammunition or war materials, or to procurement indispensable for national security or for national defense purposes.

2. Subject to the requirement that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between the Parties where the same conditions prevail or a disguised restriction on trade between the Parties, nothing in this Chapter shall be construed to prevent a Party from imposing or enforcing measures:

- (a) necessary to protect public morals, order or safety;
- (b) necessary to protect human, animal, or plant life or health;
- (c) necessary to protect intellectual property; or
- (d) relating to goods or services of persons with disabilities, philanthropic institutions, or prison labor.

3. The Parties understand that paragraph 2(b) includes environmental measures necessary to protect human, animal, or plant life or health.

#### ARTICLE 9.4: GENERAL PRINCIPLES

##### *National Treatment and Non-Discrimination*

1. With respect to any measure regarding covered procurement, each Party, including its procuring entities, shall accord immediately and unconditionally to the goods and services of the other Party and to the suppliers of the other Party offering such goods or services, treatment no less favourable than that accorded to domestic goods, services and suppliers.

2. With respect to any measure regarding covered procurement, a Party, including its procuring entities, shall not:

- (a) treat a locally established supplier less favourably than another locally established supplier on the basis of the degree of foreign affiliation or ownership; or
- (b) discriminate against a locally established supplier on the basis that the goods or services offered by that supplier for a particular procurement are goods or services of the other Party.

##### *Use of Electronic Means*

3. When conducting covered procurement by electronic means, a procuring entity shall:

- (a) ensure that the procurement is conducted using information technology systems and software, including those related to authentication and encryption of information, that are generally available and interoperable with other generally available information technology systems and software; and
- (b) maintain mechanisms that ensure the integrity of requests for participation and tenders, including establishment of the time of receipt and the prevention of inappropriate access.

##### *Measures Not Specific to Procurement*

4. The provisions of paragraphs 1 and 2 shall not apply to customs duties and charges of any kind imposed on, or in connection with, importation, the method of levying such duties and charges, other import regulations or formalities, and measures affecting trade in services other than measures governing covered procurement.

##### *Offsets*

5. With regard to covered procurement, a Party, including its procuring entities, shall not seek, take account of, impose, or enforce offsets at any stage of the procurement except as otherwise provided in Annex 9-A.

### *Rules of Origin*

6. For the purposes of covered procurement, each Party shall apply to covered procurements of goods or services, imported from or supplied by the other Party, the rules of origin that it applies in the normal course of trade to those goods or services.

### *Conduct of Procurement*

7. A procuring entity shall conduct covered procurement in a transparent and impartial manner that:

- (a) is consistent with this Chapter, using methods such as open tendering, selective tendering and limited tendering;
- (b) avoids conflicts of interest; and
- (c) prevents corrupt practices.

### ARTICLE 9.5: INFORMATION ON THE PROCUREMENT SYSTEM

1. Each Party shall promptly publish its procurement laws, regulations, procedures, policy guidelines, judicial decisions and administrative rulings of general application regarding covered procurements, as well as and any changes or additions to this information, in electronic or paper media that are widely disseminated and remain accessible to the public.

2. Each Party shall list in Annex 9-B the electronic or paper media in which the Parties publishes the information described in paragraph 1.

3. Each Party shall promptly reply to any request from the other Party for an explanation of any matter relating to its procurement laws, regulations, procedures, policy guidelines, judicial decisions and administrative rulings of general application.

### ARTICLE 9.6: PUBLICATION OF NOTICES

#### *Notice of Intended Procurement*

1. For each covered procurement, except in the circumstances described in Article 9.11, a procuring entity shall publish a notice inviting interested suppliers to submit tenders or, where appropriate, applications for participation in the procurement. Any such notice shall be published in an electronic or paper medium that is widely disseminated and readily accessible to the public, free of charge, for the entire period established for tendering. Each Party shall ensure for covered procurements that its central government procuring entities, as set out in Section A of Annex 9-A, publish notices of intended procurement in a single point of entry to an electronic publication, that is accessible through the Internet or a comparable network.

2. The Parties shall encourage their procuring entities covered under Section B or C of Annex 9-A, to publish their notices by electronic means free of charge through their respective single point of access.

3. Except as otherwise provided in this Chapter, each notice of intended procurement shall include:

- (a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any;
- (b) a description of the procurement, including the nature and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity;
- (c) the time-frame for delivery of goods or services or the duration of the contract;
- (d) the procurement method that will be used and whether it will involve negotiation or electronic auction;
- (e) where applicable, the address and any final date for the submission of requests for participation in the procurement;
- (f) the address and the final date for the submission of tenders;
- (g) a list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by suppliers in connection therewith, unless such requirements are included in tender documentation that is made available to all interested suppliers at the same time as the notice of intended procurement;
- (h) where, pursuant to Article 9.8, a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, where applicable, any limitation on the number of suppliers that will be permitted to tender;
- (i) the language or languages in which tenders or requests for participation may be submitted, in case they may be submitted in a language other than an official language of the Party of the procuring entity; and
- (j) an indication that the procurement is covered by this Chapter.

#### *Notice of Planned Procurement*

4. Each Party shall encourage its procuring entities to publish, prior to each fiscal year or as early as possible in each fiscal year, a notice regarding their procurement plans for that fiscal year. The notice should include the subject-matter of the procurement and the planned date of the publication of the notice of the intended procurement.

#### ARTICLE 9.7: CONDITIONS FOR PARTICIPATION

1. A procuring entity shall limit any conditions for participation in a procurement to those that are essential to ensure that a supplier has the legal, commercial, technical, and financial abilities to undertake the relevant procurement.

2. In assessing whether a supplier satisfies the conditions for participation, a procuring entity:

- (a) shall evaluate the financial, commercial and technical abilities of a supplier on the basis of that supplier's business activities both inside and outside the territory of the Party of the procuring entity;
- (b) shall base its evaluation solely on the conditions that a procuring entity has specified in advance in notices or tender documentation;
- (c) shall not impose the condition that, in order for a supplier to participate in a procurement or be awarded a contract, the supplier has previously been awarded one or more contracts by a procuring entity of that Party or that the supplier has prior work experience in the territory of that Party; and
- (d) may require prior experience where essential to meet the requirements of the procurement.

3. Where there is supporting evidence, a Party, including its procuring entities, may exclude a supplier on grounds such as:

- (a) bankruptcy;
- (b) false declarations;
- (c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (d) final judgments in respect of serious crimes or other serious offences;
- (e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier; or
- (f) failure to pay taxes.

## ARTICLE 9.8: REGISTRATION AND QUALIFICATION OF SUPPLIERS

### *Registration Systems and Qualification Procedures*

1. A Party, including its procuring entities, may maintain a supplier registration system under which interested suppliers are required to register and provide certain information.

2. Each Party shall ensure that:

- (a) its procuring entities make efforts to minimize differences in their qualification procedures; and
- (b) where its procuring entities maintain registration systems, the entities make efforts to minimize differences in their registration systems.

3. A Party, including its procuring entities, shall not adopt or apply any registration system or qualification procedure with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers of the other Party in its procurement.

#### *Selective Tendering*

4. Where a Party's law allows the use of selective tendering procedures, a procuring entity shall, for each intended procurement:

- (a) include in the notice of intended procurement at least the information specified in Article 9.6.3 subparagraphs (a), (b), (d), (e), (g), (h), (i) and (j) and invite suppliers to submit a request for participation; and
- (b) provide, by the commencement of the time-period for tendering, at least the information in Article 9.6.3 subparagraphs (c), and (f) regarding the qualified suppliers that it notifies as specified in Articles 9.9.3(b).

5. A procuring entity shall allow all qualified suppliers to participate in a particular procurement, unless the procuring entity states in the notice of intended procurement any limitation on the number of suppliers that will be permitted to tender and the criteria for selecting the limited number of suppliers.

6. Where the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 4, a procuring entity shall ensure that those documents are made available at the same time to all the qualified suppliers selected in accordance with paragraph 5.

#### *Multi-Use Lists*

7. A procuring entity may establish a multi-use list, provided that the entity annually publishes or otherwise makes available continuously in electronic form a notice inviting interested suppliers to apply for inclusion on the list. The notice shall include:

- (a) a description of the goods and services, or categories thereof, for which the list may be used;
- (b) the conditions for participation to be satisfied by suppliers for inclusion on the list and the methods that the procuring entity will use to verify a supplier's satisfaction of the conditions;
- (c) the name and address of the procuring entity and other information necessary to contact the entity and obtain all relevant documents relating to the list;

- (d) the period of validity of the list and the means for its renewal or termination, or where the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list; and
- (e) an indication that the list may be used for procurement covered by this Chapter.

8. A procuring entity shall allow suppliers to apply for inclusion on a multi-use list and shall include on the list all qualified suppliers within a reasonably short time.

9. Notwithstanding paragraph 7, where a multi-use list will be valid for three years or less, a procuring entity may publish the notice referred to in paragraph 7 only once, at the beginning of the period of validity of the list, provided that the notice:

- (a) states the period of validity and that further notices will not be published; and
- (b) is published by electronic means and is made available continuously during the period of its validity.

#### ARTICLE 9.9: TIME LIMITS

1. A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for suppliers to prepare and submit requests for participation and responsive tenders, taking into account such factors as:

- (a) the nature and complexity of the procurement;
- (b) the extent of subcontracting anticipated; and
- (c) whether tenders can be received by electronic means.

Such time-periods, including any extension of the time-periods, shall be the same for all interested or participating suppliers.

2. A procuring entity that uses selective tendering shall establish that the final date for the submission of requests for participation shall not, in principle, be less than 15 days from the date of publication of the notice of intended procurement. Where a state of urgency duly substantiated by the procuring entity renders this time-period impracticable, the time-period may be reduced to not less than 10 days.

3. Except as provided for in paragraphs 4 and 5, a procuring entity shall establish that the final date for the submission of tenders shall not be less than 40 days from the date on which:

- (a) in the case of open tendering, the notice of intended procurement is published;  
or

- (b) in the case of selective tendering, the entity notifies suppliers that they will be invited to submit tenders whether or not it uses a multi-use list.

4. A procuring entity may reduce the time-period for tendering set out in paragraph 3 to not less than 10 days where:

- (a) the procuring entity has published a notice in an electronic medium listed in Annex 9-B, containing the information specified in Article 9.6.3 at least 40 days and not more than 12 months in advance;
- (b) in the case of the second or subsequent publication of notices for procurement of a recurring nature; or
- (c) a state of urgency duly substantiated by the procuring entity renders such time-period impracticable.

5. A procuring entity may reduce the time-period for tendering set out in paragraph 3 by five days for each one of the following circumstances:

- (a) the notice of intended procurement is published by electronic means;
- (b) all the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement; and
- (c) the tenders can be received by electronic means by the procuring entity.

6. The use of paragraph 5, in conjunction with paragraph 4, shall in no case result in the reduction of the time-period for tendering set out in paragraph 3 to less than 10 days from the date on which the notice of intended procurement is published.

7. Notwithstanding any other time-period in this Article, where a procuring entity purchases commercial goods or services, it may reduce the time-period for tendering set out in paragraph 3 to not less than 13 days, provided that it publishes by electronic means, at the same time, both the notice of intended procurement and the tender documentation. Where the entity also accepts tenders for commercial goods and services by electronic means, it may reduce the time-period set out in paragraph 3 to not less than 10 days.

8. Where a procuring entity in Sections B or C of Annex 9-A has selected all or a limited number of qualified suppliers, the time-period for tendering may be fixed by mutual agreement between the procuring entity and the selected suppliers. In the absence of agreement, the period shall not be less than 10 days.

#### ARTICLE 9.10: INFORMATION ON INTENDED PROCUREMENTS

##### *Tender Documentation*

1. A procuring entity shall promptly make available to any supplier interested in participating in a procurement tender documentation that includes all information necessary to permit suppliers to prepare and submit responsive tenders.

2. Unless already provided in the notice of intended procurement, such documentation shall include a complete description of:

- (a) the procurement, including the nature and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity assessment certification, plans, drawings or instructional materials;
- (b) any conditions for participation of suppliers, including any financial guarantees, information, and documents that suppliers are required to submit;
- (c) all evaluation criteria to be considered in the awarding of the contract, and, except where price is the sole criterion, the relative importance of such criteria;
- (d) where the procuring entity will conduct the procurement by electronic means, any authentication and encryption requirements or other requirements related to the submission of information by electronic means;
- (e) where the procuring entity will hold an electronic auction, the rules, including identification of the elements of the tender related to the evaluation criteria, on which the auction will be conducted;
- (f) where there will be a public opening of tenders, the date, time, and place for the opening of tenders, where appropriate, the persons authorized to be present;
- (g) any other terms or conditions, including terms of payment and any limitation on the means by which tenders may be submitted, e.g., paper or electronic means; and
- (h) any dates for the delivery of goods or the supply of services.

3. A procuring entity shall promptly reply to any reasonable request for relevant information by any interested or participating supplier, provided that such information does not give that supplier an advantage over other suppliers.

4. If, in tendering procedures, an entity allows tenders to be submitted in several languages, one of those languages shall be English.

#### *Technical Specifications*

5. A procuring entity shall not prepare, adopt or apply any technical specification or prescribe any conformity assessment procedure with the purpose or the effect of creating unnecessary obstacles to international trade between the Parties.

6. In prescribing the technical specifications for the goods or services being procured, a procuring entity shall, where appropriate:

- (a) specify the technical specification in terms of performance and functional requirements, rather than design or descriptive characteristics; and
- (b) base the technical specification on international standards, where such exist; otherwise, on national technical regulations, recognized national standards or building codes.

7. Where design or descriptive characteristics are used in the technical specifications, a procuring entity shall indicate, where appropriate, that it will consider tenders of equivalent goods or services that demonstrably fulfill the requirements of the procurement by including words such as "or equivalent" in the tender documentation.

8. A procuring entity shall not prescribe technical specifications that require or refer to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in such cases, the entity includes words such as "or equivalent" in the tender documentation.

9. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.

10. For greater certainty, a procuring entity may, in accordance with this Article, prepare, adopt or apply technical specifications to promote the conservation of natural resources or protect the environment.

#### *Modifications*

11. Where, prior to the award of a contract, a procuring entity modifies the criteria or technical requirements set out in a notice or tender documentation provided to participating suppliers, or amends or reissues a notice or tender documentation, it shall transmit in writing all such modifications or amended or re-issued notice or tender documentation:

- (a) to all the suppliers that are participating at the time the information is modified, if the identities of such suppliers are known, and, in all other cases, in the same manner that the original information was made available; and
- (b) in adequate time to allow such suppliers to modify and re-submit amended tenders, as appropriate.

#### ARTICLE 9.11: NEGOTIATION

1. A Party may provide for its procuring entities to conduct negotiations:

- (a) where the entity has indicated its intent to conduct negotiations in the notice of intended procurement as set forth in Articles 9.6.1 through 9.6.3; or

- (b) where it appears from the evaluation that no tender is obviously the most advantageous in terms of the specific evaluation criteria set out in the notice of intended procurement or tender documentation.

2. A procuring entity shall:

- (a) ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice of intended procurement or tender documentation; and
- (b) where negotiations are concluded, provide a common deadline for the remaining participating suppliers to submit any new or revised tenders.

#### ARTICLE 9.12: LIMITED TENDERING

1. Provided that it does not use this provision for the purposes of avoiding competition among suppliers or in a manner that discriminates against suppliers of the other Party or protects domestic suppliers, a procuring entity may use limited tendering and may choose not to apply Articles 9.6, 9.7, 9.8, 9.9, Articles 9.10.1 through 9.10.4, 9.10.11, and Articles 9.11, 9.13, 9.14, only under any of the following circumstances:

- (a) provided that the requirements of the tender documentation are not substantially modified, where:
  - (i) no tenders were submitted or no suppliers requested participation;
  - (ii) no tenders that conform to the essential requirements of the tender documentation were submitted;
  - (iii) no suppliers satisfied the conditions for participation; or
  - (iv) the tenders submitted have been collusive.
- (b) where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:
  - (i) the requirement is for a work of art;
  - (ii) the protection of patents, copyrights or other exclusive rights; or
  - (iii) due to an absence of competition for technical reasons.
- (c) for additional deliveries by the original supplier of goods or services that were not included in the initial procurement, where:

- (i) a change of supplier for such additional goods or services cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement; and
  - (ii) such separation would cause significant inconvenience or substantial duplication of costs for the procuring entity;
- (d) insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the goods or services could not be obtained in time using open tendering or selective tendering;
- (e) for goods purchased on a commodity market;
- (f) where a procuring entity procures a prototype or a first good or service that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs;
- (g) for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership or bankruptcy, but not for routine purchases from regular suppliers;
- (h) where a contract is awarded to a winner of a design contest provided that:
- (i) the contest has been organized in a manner that is consistent with the principles of this Chapter, in particular relating to the publication of a notice of intended procurement; and
  - (ii) the participants are judged by an independent jury with a view to a design contract being awarded to a winner;
- and
- (i) where additional construction services, which were not included in the initial contract but which were within the objectives of the original tender documentation have, through unforeseen circumstances, become necessary to complete the construction services described therein. In such cases, the total value of contracts awarded for additional construction services may not exceed 50 percent of the amount of the initial contract.

2. For each contract awarded under paragraph 1, a procuring entity shall prepare a written report that includes:

- (a) the name of the procuring entity;
- (b) the value and kind of goods or services procured; and
- (c) a statement indicating the circumstances and conditions described in paragraph 1 that justify the use of limited tendering.

#### ARTICLE 9.13: ELECTRONIC AUCTIONS

Where a procuring entity intends to conduct a covered procurement using an electronic auction, the entity shall provide each participant, before commencing the electronic auction, with:

- (a) the automatic evaluation method, including the mathematical formula, that is based on the evaluation criteria set out in the tender documentation and that will be used in the automatic ranking or re-ranking during the auction;
- (b) the results of any initial evaluation of the elements of its tender where the contract is to be awarded on the basis of the most advantageous tender; and
- (c) any other relevant information relating to the conduct of the auction.

#### ARTICLE 9.14: TREATMENT OF TENDERS AND AWARDING OF CONTRACTS

##### *Receipt and Opening of Tenders*

1. A procuring entity shall receive, open and treat all tenders under procedures that guarantee the fairness and impartiality of the procurement process and shall treat all tenders in confidence until at least the opening of the tenders.
2. A procuring entity shall not penalise any supplier whose tender is received after the time specified for receiving tenders if the delay is due solely to mishandling on the part of the procuring entity.
3. Where a procuring entity provides suppliers with opportunities to correct unintentional errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunities to all participating suppliers.

##### *Awarding of Contracts*

4. A procuring entity shall require that in order to be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notices and tender documentation and be from a supplier that satisfies the conditions for participation.
5. Unless a procuring entity determines that it is not in the public interest to award a contract, the entity shall award the contract to the supplier that the entity has determined to be

capable of fulfilling the term of the contract and, based solely on the evaluation criteria specified in the notices and tender documentation, has submitted:

- (a) the most advantageous tender; or
- (b) where price is the sole criterion, the lowest price.

6. Where a procuring entity receives a tender with a price that is abnormally lower than the prices in other tenders submitted, it may verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract.

7. A procuring entity shall not use options, cancel a covered procurement, or terminate or modify awarded contracts in a manner that circumvents this Chapter.

#### ARTICLE 9.15: DISCLOSURE OF INFORMATION

##### *Provision of Information to Parties*

1. On request of any other Party, a Party shall provide promptly any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with this Chapter, including information on the characteristics and relative advantages of the successful tender. In cases where release of the information would prejudice competition in future tenders, the Party that receives the information shall not disclose it to any supplier, except after consulting with, and obtaining the agreement of, the Party that provided the information.

##### *Non-Disclosure of Information*

2. Notwithstanding any other provision of this Chapter, a procuring entity shall not provide information to particular suppliers that might prejudice fair competition between suppliers.

3. Nothing in this Agreement shall be construed to require a Party, including its procuring entities, authorities and review bodies, to disclose confidential information where disclosure:

- (a) would impede law enforcement;
- (b) might prejudice fair competition between suppliers;
- (c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property; or
- (d) would otherwise be contrary to the public interest.

#### ARTICLE 9.16: POST-AWARD INFORMATION

1. A procuring entity shall promptly inform suppliers that have submitted tenders of its contract award decision. Subject to paragraphs 2 and 3 of Article 9.15, a procuring entity shall, upon request, provide an unsuccessful supplier with the reasons that the entity did not select that supplier's tender and the relative advantages of the successful supplier's tender.
2. Not later than 72 days after the award of each contract covered by this Chapter, a procuring entity shall publish a notice in the appropriate paper or electronic medium listed in Annex 9-B. Where the entity publishes the notice only in an electronic medium, the information shall remain readily accessible for a reasonable period of time. The notice shall include at least the following information:
  - (a) a description of the goods or services procured;
  - (b) the name and address of the procuring entity;
  - (c) the name and address of the successful supplier;
  - (d) the value of the successful tender or the highest and lowest offers taken into account in the award of the contract;
  - (e) the date of award or the contract date; and
  - (f) the type of procurement method used, and in cases where limited tendering was used in accordance with Article 9.12, a description of the circumstances justifying the use of limited tendering.
3. Each procuring entity shall, for a period of at least three years from the date it awards a contract, maintain:
  - (a) the documentation and reports of tendering procedures and contract awards relating to covered procurement, including the reports required under Article 9.12 ; and
  - (b) data that ensure the appropriate traceability of the conduct of covered procurement by electronic means.

#### ARTICLE 9. 17: DOMESTIC REVIEW PROCEDURES

1. Each Party shall provide a timely, effective, transparent, and non-discriminatory administrative or judicial review procedure through which a supplier may challenge:
  - (a) a breach of the Chapter; or

- (b) where the supplier does not have a right to challenge directly a breach of the Chapter under the law of a Party, a failure to comply with a Party's measures implementing this Chapter.

The procedural rules for all challenges shall be in writing and made generally available.

2. In the event of a complaint by a supplier, arising in the context of covered procurement in which the supplier has, or has had, an interest, that there has been a breach or a failure as referred to in paragraph 1, the Party of the procuring entity conducting the procurement shall encourage the entity and the supplier to seek resolution of the complaint through consultations. The entity shall accord impartial and timely consideration to any such complaint in a manner that is not prejudicial to the supplier's participation in ongoing or future procurement or its right to seek corrective measures under the administrative or judicial review procedure.

3. Each supplier shall be allowed a sufficient period of time to prepare and submit a challenge, which in no case shall be less than 10 days from the time when the basis of the challenge became known or reasonably should have become known to the supplier.

4. Each Party shall maintain at least one impartial administrative or judicial authority (hereinafter referred to as "review body") that is independent of its procuring entities to receive and review, in a non-discriminatory, timely, transparent and effective manner, complaints that a supplier of a Party submits, in accordance with the Party's law, relating to a covered procurement.

5. Where a review body other than an authority referred to in paragraph 4 initially reviews a challenge, the Party shall ensure that the supplier may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.

6. Each Party shall ensure that a review body, that is not a court, shall have its decision subject to judicial review or have procedures that provide that:

- (a) the procuring entity shall respond in writing to the challenge and disclose all relevant documents to the review body;
- (b) the participants to the proceedings (hereinafter referred to as "participants") shall have the right to be heard prior to a decision of the review body being made on the challenge;
- (c) the participants shall have the right to be represented and accompanied;
- (d) the participants shall have access to all proceedings;
- (e) the participants shall have the right to request that the proceedings take place in public and that witnesses may be presented; and

- (f) decisions or recommendations relating to supplier challenges shall be provided, in a timely fashion, in writing, with an explanation of the basis for each decision or recommendation.

7. Each Party shall adopt or maintain procedures that provide for:

- (a) rapid interim measures to preserve the supplier's opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied. Just cause for not acting shall be provided in writing; and
- (b) where a review body has determined that there has been a breach of this Chapter or a failure, corrective action or compensation for the loss or damages suffered, which may be limited to either the costs for the preparation of the tender or the costs relating to the challenge, or both.

#### ARTICLE 9.18: RECTIFICATIONS AND MODIFICATIONS TO COVERAGE

1. A Party may make rectifications of a purely formal nature to its coverage under this Chapter, or minor amendments to its schedules in Annex 9-A, provided that it notifies the other Party in writing and the other Party does not object in writing within 30 days from notification. A Party that makes such a rectification or minor amendment need not provide compensatory adjustments to the other Party.

2. A Party may otherwise modify its coverage under this Chapter provided that:

- (a) it notifies the other Party in writing and simultaneously offers acceptable compensatory adjustments to the other Party to maintain a level of coverage comparable to that existing prior to the modification, where necessary; and
- (b) no objection in writing was submitted by the other Party within 30 days from notification.

3. A Party need not provide compensatory adjustments when proposing a modification on the grounds that government control or influence over the entity's covered procurement has been effectively eliminated. Where a Party objects to the assertion that such government control or influence has been effectively eliminated, the objecting Party may request further information or consultations with a view of clarifying the nature of any government control or influence and of reaching agreement on the procuring entity's continued coverage under this Chapter.

#### ARTICLE 9.19: SMALL AND MEDIUM ENTERPRISES' PARTICIPATION

1. The Parties recognize the importance of the participation of SMEs in government procurement.

2. The Parties also recognize the importance of business alliances between suppliers of each Party, and in particular of SMEs, including the joint participation in tendering procedures.

3. The Parties shall work jointly towards exchanging information and facilitating SMEs access to government procurement procedures, methods and contracting requirements, focused on their special needs.

#### ARTICLE 9.20: COOPERATION

1. The Parties recognize the importance of cooperation with a view to achieving a better understanding of their respective government procurement systems, as well as a better access to their respective markets, in particular for SMEs.

2. The Parties shall cooperate in matters such as:

- (a) exchange of experiences and information, such as regulatory frameworks, best practices and statistics;
- (b) development and use of electronic communications in government procurement systems;
- (c) capacity and technical assistance to suppliers with respect to access to the government procurement market; and
- (d) institutional strengthening for the fulfillment of the provisions of this Chapter, including training of government personnel.

#### ARTICLE 9.21: SUBCOMMITTEE ON GOVERNMENT PROCUREMENT

1. The Parties hereby establish a Subcommittee on Government Procurement comprising representatives of each Party.

2. The functions of the Subcommittee shall be the following:

- (a) evaluate the implementation of this Chapter and recommend appropriate activities to the Parties;
- (b) coordinate cooperation activities;
- (c) evaluate and follow up the activities related to cooperation that may be presented by the Parties; and
- (d) consider further negotiations aimed at broadening the coverage of this Chapter.

3. The Subcommittee shall meet upon request of a Party or as mutually agreed. The meetings may also be held, as necessary, by telephone, videoconference or other means, upon agreement of the Parties.

ARTICLE 9.22: FURTHER NEGOTIATIONS

In the event that a Party offers in the future, additional advantages to a non-Party, additional advantages with regard to its respective government procurement market access coverage agreed under this Chapter, it shall agree, upon request of the other Party, to enter into negotiations with a view to extending coverage under this Chapter on a reciprocal basis.

**ANNEX 9-A**  
**PART 1**  
**LIST OF COMMITMENTS OF COLOMBIA**

**SECTION A: ENTITIES AT THE CENTRAL LEVEL**

**Goods<sup>1</sup>**

Thresholds: 130,000 SDR

**Services**

Thresholds: 130,000 SDR

**Construction Services**

Thresholds: 8,500,000 SDR

Starting from the sixth year after coming into force of the revised GPA for Israel:  
5,000,000 SDR

**List of Entities of the Executive Branch**

1. Departamento Administrativo de la Presidencia de la República (Administrative Department of the Presidency)
2. Ministerio del Interior (Ministry of Internal Affairs)
3. Ministerio de Justicia y del Derecho (Ministry of Justice and Law)
4. Ministerio de Relaciones Exteriores (Ministry of Foreign Affairs)
5. Ministerio de Hacienda y Crédito Público (Ministry of Finance and Public Credit)
6. Ministerio de Defensa Nacional (Ministry of National Defense) (Note 2)
7. Ministerio de Agricultura y Desarrollo Rural (Ministry of Agriculture and Rural Development) (Note 3)
8. Ministerio de Salud y Protección Social (Ministry of Health and Social Protection) (Note 4)
9. Ministerio de Minas y Energía (Ministry of Mining and Energy) (Note 5)
10. Ministerio de Comercio, Industria y Turismo (Ministry of Trade, Industry and Tourism)
11. Ministerio de Educación Nacional (Ministry of Education)
12. Ministerio de Ambiente y Desarrollo Sostenible (Ministry of Environment and Sustainable Development)
13. Ministerio de Tecnologías de la Información y Comunicaciones (Ministry of Information Technologies and Telecommunications)
14. Ministerio del Transporte (Ministry of Transportation) (Note 6)
15. Ministerio de Cultura (Ministry of Culture)
16. Ministerio de Vivienda, Ciudad y Territorio (Ministry of Housing, City and Territory)
17. Ministerio de Trabajo (Ministry of Labor)
18. Departamento Nacional de Planeación (National Planning Department)

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<sup>1</sup> This term shall be construed in an equivalent manner to the term “supplies” as referred to in Part 2 of this Annex (List of Commitments of Israel).

19. Dirección Nacional de Inteligencia (National Bureau of Intelligence)
20. Departamento Administrativo de la Función Pública (Administrative Department of Civil Service)
21. Departamento Administrativo Nacional de Estadísticas (National Bureau of Statistics)
22. Departamento Administrativo Nacional de Economía Solidaria (National Bureau of Economic Solidarity)
23. Departamento Administrativo de Ciencia, Tecnología e Innovación (National Bureau of Science, Technology and Innovation).
24. Departamento Administrativo del Deporte la Recreación, la Actividad Física y el Aprovechamiento del Tiempo Libre "Coldeportes" (National Bureau of Sports Recreation, Physical Activity and Leisure "Coldeportes")

### Notes to this Section

1. All ministries and administrative departments are covered. Unless otherwise specified herein, this Chapter applies to the “superintendencias (*superintendents*)”, “unidades administrativas especiales (*special administrative units*)”, and “establecimientos públicos (*public institutions*)” of the entities listed in this Section.
2. Ministerio de Defensa Nacional (*Ministry of National Defense*): This Chapter does not cover the procurement of goods classified under Section 2 (food products, beverages and tobacco; textiles, apparel and leather products) of the United Nations Central Product Classification (hereinafter referred to as the “CPC”) version 1.0 by Comando General de las Fuerzas Armadas (*General Command of the Armed Forces*), Ejército Nacional (*National Army*), Armada Nacional (*National Navy*), Fuerza Aérea Colombiana (*Colombian Air Force*), and Policía Nacional (*National Police*).
3. Ministerio de Agricultura y Desarrollo Rural (*Ministry of Agriculture and Rural Development*): This Chapter does not cover the procurement of food, agricultural raw materials or inputs, and live animals related to agricultural support programs and food assistance.
4. Ministerio de Salud y Protección Social (*Ministry of Health Social Protection*): This Chapter does not cover the procurement of goods classified under Section 2 (food products, beverages and tobacco; textiles, apparel and leather products) of the CPC version 1.0 by Instituto Colombiano de Bienestar Familiar – ICBF (*Colombian Family Welfare Institute*) for social assistance programs.
5. Ministerio de Minas y Energía (*Ministry of Mining and Energy*): This Chapter does not cover the procurement of nuclear materials and technology by Servicio Geológico Colombiano (*Colombian Geological Service*).
6. Ministerio del Transporte (*Ministry of Transportation*): The procurements by the Unidad Administrativa Especial de Aeronáutica Civil – AEROCIVIL (*Administrative Unit of Civil Aeronautics*), will only be subject to the provisions set forth in Article 9.4.1 and Article 9.4.2, except the procurements related to the infrastructure of the airport systems and to the national air space system, which are not covered by this Chapter.

## SECTION B: ENTITIES AT SUB-CENTRAL LEVEL

### **Goods<sup>2</sup>**

Thresholds: 250,000 SDR

### **Services**

Thresholds: 250,000 SDR

### **Construction Services**

Thresholds: 5,000,000 SDR

### **List of Entities**

All Departamentos are covered by this Annex unless otherwise specified herein.

The list of *Departamentos* covered is :

### **Departamentos (Regional Entities)**

1. Gobernación del Departamento de Amazonas (Government of Department of Amazonas)
2. Gobernación del Departamento de Antioquia (Government of Department of Antioquia)
3. Gobernación del Departamento de Arauca (Government of Department of Arauca)
4. Gobernación del Departamento de Atlántico (Government of Department of Atlántico)
5. Gobernación del Departamento de Bolívar (Government of Department of Bolívar)
6. Gobernación del Departamento de Boyacá (Government of Department of Boyacá)
7. Gobernación del Departamento de Caldas (Government of Department of Caldas)
8. Gobernación del Departamento de Caquetá (Government of Department of Caquetá)
9. Gobernación del Departamento de Casanare (Government of Department of Casanare)
10. Gobernación del Departamento de Cauca (Government of Department of Cauca)
11. Gobernación del Departamento de Cesar (Government of Department of César)
12. Gobernación del Departamento de Choco (Government of Department of Choco)
13. Gobernación del Departamento de Córdoba (Government of Department of Córdoba)
14. Gobernación del Departamento de Cundinamarca (Government of Department of Cundinamarca)
15. Gobernación del Departamento de Guainía (Government of Department of Guainía)

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<sup>2</sup> This term shall be construed in an equivalent manner to the term “supplies” as referred to in Part 2 of this Annex (List of Commitments of Israel).

16. Gobernación del Departamento de Guaviare (Government of Department of Guaviare)
17. Gobernación del Departamento de Huila (Government of Department of Huila)
18. Gobernación del Departamento de La Guajira (Government of Department of La Guajira)
19. Gobernación del Departamento de Magdalena (Government of Department of Magdalena)
20. Gobernación del Departamento de Meta (Government of Department of Meta)
21. Gobernación del Departamento de Nariño (Government of Department of Nariño)
22. Gobernación del Departamento de Norte de Santander (Government of Department of Norte de Santander)
23. Gobernación del Departamento de Putumayo (Government of Department of Putumayo)
24. Gobernación del Departamento de Quindío (Government of Department of Quindío)
25. Gobernación del Departamento de Risaralda (Government of Department of Risaralda)
26. Gobernación del Departamento de San Andrés y Providencia (Government of Department of San Andrés y Providencia)
27. Gobernación del Departamento de Santander (Government of Department of Santander)
28. Gobernación del Departamento de Sucre (Government of Department of Sucre)
29. Gobernación del Departamento de Tolima (Government of Department of Tolima)
30. Gobernación del Departamento de Valle del Cauca (Government of Department of Valle del Cauca)
31. Gobernación del Departamento de Vaupés (Government of Department of Vaupés)
32. Gobernación del Departamento de Vichada (Government of Department of Vichada)

### **Municipios (Municipal entities)**

The following *Municipios* are covered (indicative list):

1. Bogota
2. Medellin
3. Cali
4. Barranquilla
5. Bucaramanga

### **Notes to this Section**

1. This Chapter does not cover:
  - (a) procurements of food, agricultural raw materials/inputs, and live animals related to agricultural support programs and food assistance.

(b) procurements of goods classified under Section 2 (food products, beverages and tobacco; textiles, apparel and leather products) of the Central Product Classification version 1.0 (hereinafter referred to as the CPC) for social assistance programs.

## SECTION C: OTHER COVERED ENTITIES

### Goods<sup>3</sup>

Thresholds: 355.000 SDR

### Services

Thresholds: 355.000 SDR

### Construction Services

Thresholds: 5,000,000 SDR

Unless otherwise specified herein, this Chapter applies only to the entities listed in this section

### List

1. Agencia Logística de las Fuerzas Militares (Logistic Agency for Armed Forces) (Note 1)
2. Fondo Rotatorio de la Policía Nacional (Loan Fund for Police Employees) (Note 1)
3. Instituto de Casas Fiscales del Ejército (Housing for Army Members Institute)
4. Dirección de Impuestos y Aduanas Nacionales – DIAN (National Tax and Customs Direction)
5. Instituto Colombiano para el Fomento de la Educación Superior – ICFES (Colombian Institute for the Promotion of Higher Education)
6. Instituto Nacional Penitenciario y Carcelario – INPEC (National Penitentiary and Prison Institute)
7. Unidad de Servicios Penitenciarios y Carcelarios –SPC (Penitentiary and Prison Services)
8. Servicio Nacional de Aprendizaje – SENA (National Training Service)

### Note to this Section

1. Agencia Logística de las Fuerzas Militares, Fondo Rotatorio de la Policía Nacional, y Fondo Rotatorio del Departamento Administrativo de Seguridad (Logistic Agency for Armed Forces, Loan Fund for Police Employees, Loan Fund for the Administrative Security Department Employees). this Chapter does not cover procurement of goods classified under Section 2 (food products, beverages and tobacco; textiles, apparel and leather products) of the CPC by the entities listed for the Comando

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<sup>3</sup> This term shall be construed in an equivalent manner to the term “supplies” as referred to in Part 2 of this Annex (List of Commitments of Israel).

General de las Fuerzas Armadas (*General Command of the Armed Forces*), Ejército Nacional (*National Army*), Armada Nacional (*National Navy*), Fuerza Aérea Colombiana (*Colombian Air Force*), and the Policía Nacional (*National Police*).

#### **SECTION D: GOODS**

This Chapter applies to all goods procured by the entities listed in Sections A through C of Part 1, subject to their respective Notes and General Notes, except to the following goods:

1. The acquisition of goods required to conduct research and development services.

#### **SECTION E: SERVICES**

This Chapter shall apply to all services procured by the entities listed in Sections A through C of Part 1, subject to their respective Notes, the General Notes, and Notes to this Section, except for services excluded from this list.

##### **List of Services**

This Chapter does not cover the procurement of the following services, as elaborated in the CPC (For complete listing of Central Product Classification Version 1.0, see <http://unstats.un.org/unsd/cr/registry/regcst.asp?Cl=3>)

1. Research and Development Services
  - (a) Division 81 Research and development services
  - (b) Group 835 Scientific and other technical services
  - (c) Data processing (8596) and trade fair and exhibition organization (8597), required for carrying out scientific and technological activities
2. Utilities
  - (a) Division 69 Electricity distribution services; gas and water distribution services through mains
  - (b) Division 94 Sewer and refuse disposal, sanitation, and other environmental protection services
  - (c) Basic telecommunication services (not including value-added telecommunication services)
3. Social Services
  - (a) Division 91 Public administration and other services for the general public; compulsory social security services
  - (b) Division 92 Education services
  - (c) Group 931 Human health services

4. Production of television programs

- (a) Subclass 96121 Motion picture, video and television program production services

### **SECTION F: CONSTRUCTION SERVICES**

This Chapter applies to all construction services procured by the entities listed in Annexes 1 through 3, subject to the notes to the respective Annexes, to the General Notes, and the Notes to this Annex.

#### **Note to this section**

Notwithstanding any other provision of this Chapter, a procuring entity of Colombia, in a procurement of construction services for the construction, maintenance, or rehabilitation of roads and highways, may apply a condition relating to the hiring of local personnel in rural areas in order to promote employment and improve living conditions in such areas.

### **SECTION G: GENERAL NOTES**

1. Unless specified otherwise, the following General Notes apply without exception to this Chapter, including all attachments to this Part.

This Chapter does not apply to:

- (a) Procurements of goods and services by the defense sector and Dirección Nacional de Inteligencia (National Bureau of Intelligence), where secrecy is required.
- (b) Set-asides of procurements below SDR 130,000 on behalf of SMEs. The set-asides include any form of preference, such as the exclusive right to provide a good or a service and measures conducive to facilitate the transfer of technology and sub-contracting.
- (c) Procurements under programs of reintegration to civil life as a result of peace processes, to aid to persons displaced due to violence, to support those living in conflict zones, and general programs resulting from the resolution of the armed conflict.
- (d) Procurements by the missions of the foreign service of the Republic of Colombia exclusively for their operation and management.

2. Colombian authorities for purposes of Article 9.17: In the case of Colombia, the Tribunal Contencioso Administrativo and Consejo de Estado are impartial authorities for the purposes of Article 9.17.4. As these impartial authorities do not have authority to provide the interim measures referred to in Article 9.17.7(a), the remedies available to

the Procuraduría General de la Nación shall be deemed to satisfy the requirements of that paragraph. The Procuraduría General de la Nación is an independent agency that has the authority to suspend tendering procedures and the awarding of a contract in the course of any disciplinary proceedings brought against the government agents responsible for a procurement.

3. Note to Article 9.8.7: In the case of the “concurso de méritos”, the multi use lists with a maximum duration of one year, have a specific time limit for its establishment determined by the procuring entity. Once this time limit is over, the inclusion of new suppliers will not be possible. Only suppliers included in the list may present tenders.

## **SECTION H: NON-COVERED ENTITIES**

Pursuant to its Law 1150 of 2007, Colombia shall ensure that each of the following listed Colombian entities conducts its procurements in a transparent manner, in accordance with commercial considerations, and treats Israeli suppliers at least as favorably as it treats domestic and other foreign suppliers with respect to all aspects of its procurement including the conditions, requirements, procedures and awarding rules for a procurement.

### **List:**

1. Comisión de Regulación de Energía y Gas (CREG) (Regulatory Commission of Energy and Gas)
2. Unidad de Planeación Minero Energética (UPME) (Planning Division for Mining and Energy)
3. Caja de Previsión Social de Comunicaciones (CAPRECOM) (Pension Fund for Communications)
4. Servicios Postales Nacionales S.A. (National Postal services)
5. COLJUEGOS
6. Imprenta Nacional de Colombia (National Printing Office)
7. Industria Militar (INDUMIL) (Military Industry)
8. Administradora Colombiana de Pensiones (COLPENSIONES)
9. Radio Televisión Nacional de Colombia (RTVC) (National Broadcasting of Colombia)
10. Servicio Aéreo a Territorios Nacionales (SATENA) (Air Services for National Territories)
11. Empresa Colombiana de Petróleos, S.A. (ECOPETROL) (Colombian Oil Company)
12. Interconexión Eléctrica S.A. (ISA) (Electric Interconnection)
13. ISAGEN

**ANNEX 9-A**  
**PART 2**  
**LIST OF COMMITMENTS OF ISRAEL**

**SECTION A: CENTRAL GOVERNMENT ENTITIES**

**Supplies<sup>1</sup>**

Threshold: 130,000 SDR

**Services** (as specified in section E)

Threshold: 130,000 SDR

**Construction Services** (as specified in section F)

Threshold: 8,500,000 SDR

Starting from the sixth year after coming into force of the revised GPA for Israel:  
5,000,000 SDR

**List of Entities:**

1. House of Representatives (the Knesset)
2. Prime Minister's Office
3. Ministry of Agriculture and Rural Development
4. Ministry of Communications
5. Ministry of Construction and Housing
6. Ministry of Education, Culture and Sport
7. Ministry of National Infrastructures excluding Fuel Authority
8. Ministry of the Environment
9. Ministry of Finance
10. Civil Service Commission
11. Ministry of Foreign Affairs
12. Ministry of Health (1)
13. Ministry of Immigrants Absorption
14. Ministry of Economy
15. Ministry of the Interior
16. Ministry of Justice
17. Ministry of Social Affairs
18. Ministry of Science and Technology
19. Ministry of Tourism
20. Ministry of Transport
21. Office of the State Comptroller and Ombudsman

The following entities will be added to Israel's coverage under the Chapter, at the time that the results of the renegotiation of the Government Procurement Agreement (GPA) enter into force for Israel:

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<sup>1</sup> This term shall be construed in an equivalent manner to the term "goods" as referred to in Part 1 of this Annex (List of Commitments of Colombia).

1. Central Bureau of Statistics
2. Small and Medium Business Agency
3. Geological Survey of Israel
4. The Administration for Rural Residential, Education and Youth Aliyah
5. Survey of Israel

**Note to this section:**

(1) Ministry of Health - Excepted Products

- Intravenous solution
- Administration sets for transfusions
- Hemi-dialysis and blood lines
- Insulin and infusion pumps <sup>(1)</sup>
- Audiometers <sup>(1)</sup>
- Medical dressings (bandages, adhesive tapes excluding gauze bandages and gauze pads) <sup>(1)</sup>
- Scalp vein sets <sup>(1)</sup>
- Blood packs <sup>(1)</sup>
- Syringe needles <sup>(1)</sup>

<sup>(1)</sup> These products will be removed from the scope of this Note at the time that the results of the renegotiation of the Government Procurement Agreement (GPA) enter into force for Israel.

## SECTION B: SUB-CENTRAL GOVERNMENT ENTITIES

### **Supplies<sup>2</sup>**

Threshold: 250,000 SDR

### **Services** (as specified in section E)

Threshold: 250,000 SDR

### **Construction Services** (as specified in section F) <sup>(2)</sup>

Threshold: 8,500,000 SDR

### **List of Entities:**

Municipalities of Jerusalem, Tel-Aviv and Haifa

Local Government Economic Services Ltd.

### **Note to this Section:**

<sup>(2)</sup> In the event that Israel agrees to lower thresholds under any future international agreement, the lowest level shall be immediately and unconditionally extended to Colombia.

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<sup>2</sup> This term shall be construed in an equivalent manner to the term “goods” as referred to in Part 1 of this Annex (List of Commitments of Colombia).

## SECTION C: OTHER COVERED ENTITIES

### Supplies<sup>3</sup>

Threshold: 355,000 SDR

### Services (as specified in section E)

Threshold: 355,000 SDR

### Construction Services (as specified in section F) <sup>(4)</sup>

Threshold: 8,500,000 SDR

#### List of Entities:

1. Israel Airports Authority
2. Israel Ports Development and Assets Company Ltd. <sup>(1)</sup>
3. Ashod Port Company Ltd. <sup>(1)</sup>
4. Haifa Port Company Ltd. <sup>(1)</sup>
5. Israel Railways Ltd. <sup>(1)</sup>
6. Israel Broadcasting Authority
7. Israel Educational Television
8. Israel Postal Company Ltd.
9. The Israel Electric Corp. Ltd. <sup>(1)(2)</sup>
10. Mekorot Water Co. Ltd.
11. Sports' Gambling Arrangement Board
12. The Standards Institution of Israel
13. National Insurance Institute of Israel

The following entities will be added to Israel's coverage under the Chapter, at the time that the results of the renegotiation of the Government Procurement Agreement (GPA) enter into force for Israel:

1. Environmental Services Company Ltd.
2. Arim Urban Development Ltd.
3. The Marine Trust Ltd.
4. The Dead Sea Preservation Government Company Ltd.
5. Eilat Foreshore Development Company Ltd.
6. Old Acre Development Company Ltd.
7. The Geophysical Institute Of Israel
8. Association of Better Housing
9. The Marine Education and Training Authority
10. All entities operating in the field of urban transport, except those operating in the field of bus services <sup>(3)</sup>

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<sup>3</sup> This term shall be construed in an equivalent manner to the term "goods" as referred to in Part 1 of this Annex (List of Commitments of Colombia).

### **Notes to this section**

- (1) Procurement of cables is excluded.
- (2) Excluded products: cables (H.S. 8544), transformers (H.S. 8504), disconnectors and switchers (H.S. 8535-8537), electric motors (H.S. 85012099, 85015299, 85015199, 85015290, 85014099, 85015390).
- (3) With regard to procurement by entities operating in the field of urban transport, except those operating in the field of bus service, such procurement is open to suppliers from Colombia under the condition of mutual reciprocity.
- (4) In the event that Israel agrees to lower thresholds under any future international agreement, the lowest level shall be immediately and unconditionally extended to Colombia.

## SECTION D: GOODS

The Agreement covers procurement of all goods procured by the entities listed in Sections A through C, unless otherwise specified in the Agreement.

## SECTION E: SERVICES OF THE UNIVERSAL LIST OF SERVICES, AS CONTAINED IN DOCUMENT MTN.GNS/W/120

<i>CPCprov</i>	<i>Description</i>
6112, 6122, 633, 886	Maintenance and repair services
641	Hotel and similar accommodation services
642-3	Food and beverage serving services
712	Land transport services
73	Passenger transportation services
7471	Travel agency and tour operator services
752	Telecommunications services
821	Real estate services involving own or leased property
83106	Leasing or rental services concerning machinery and equipment without operator only
to 83109	
83203	Leasing or rental services concerning personal and household goods only
to 83209	
84	Computer and related services
861	Legal services (advisory services on foreign and international law only)
862	Accounting, auditing and bookkeeping services
863	Taxation services (excluding legal services)
864	Market research and public opinion
865-6	Management consulting
867	Architectural services; engineering services and integrated engineering services, urban planning and landscape architectural services; related scientific and technical consulting services; technical testing and analysis services
871	Advertising services
874, 82201-82206	Building-cleaning services and property management services
876	Packaging services
8814	Services incidental to forestry and logging, including forest management
883	Services incidental to mining, including drilling and field services
88442	Publishing and printing services on a fee or contract basis

887	Services incidental to energy distribution
9401-5	Environmental services

The following services will be added to Israel's coverage under the Chapter, at the time that the results of the renegotiation of the Government Procurement Agreement (GPA) enter into force for Israel:

<i>CPCprov</i>	<i>Description</i>
7512	Commercial courier services (including multi-modal)
812 and 814	Financial services (insurance services, banking and investment services)
87304	Armoured car services
924	Adult education services
929	Other education services
94	Sewage and refuse disposal; sanitation and similar services

**Notes to this section:**

1. CPCprov refers to the United Nations Provisional Central Product Classification (hereinafter referred to "CPCprov")
2. The offer regarding services (including construction) is subject to the limitation and conditions specified in Israel's schedule of the GATS

**SECTION F: CONSTRUCTION SERVICES**

**Definition:** A construction services contract is a contract which has as its objective the realization by whatever means of civil or building works, in the sense of Division 51 of the CPCprov.

**List of construction services:**

<i>CPCprov</i>	<i>Description</i>
511	Pre-erection work at construction sites
512	Construction work for buildings
513	Construction work for civil engineering
514	Assembly and erection of prefabricated construction
515	Special trade construction work
516	Installation work
517	Building completion and finishing work
518	Renting services related to equipment for construction

## **SECTION G: GENERAL NOTES**

- (1) The Agreement shall not apply to contracts awarded for purposes of re-sale or hire to third parties, provided that the contracting entity enjoys no special or exclusive right to sell or hire the subject of such contracts and other entities are free to sell or hire it under the same conditions as the contracting entity.
- (2) The Agreement shall not apply to contracts for the purchase of water and for the supply of energy and of fuels for the production of energy.
- (3) The Agreement shall not apply to the acquisition or rental of land, buildings or other immovable property, or concerning rights thereon.

## **NOTE**

### **OFFSET**

Having regard to paragraph 9.4.5 (offsets), Israel may operate provisions which require the limited incorporation of domestic content, offset procurement or transfer of technology, in the form of objective and clearly defined conditions for participation in procedures for the award of procurement, which do not discriminate between suppliers of the other Party and any other foreign supplier.

This shall be done under the following terms:

- (a) Israel shall ensure that its entities indicate the existence of such conditions in their tender notices and specify them clearly in the contract documents.
- (b) Suppliers will not be required to purchase goods that are not offered on competitive terms, including price and quality, or to take any action which is not justified from a commercial standpoint.
- (c) Offsets in any form may be required up to 20 per cent of the contract, for procurements above the threshold of 3 million SDR.
- (d) Starting from the sixth year after coming into force for Israel of the revised GPA, for procurements above the threshold of 3 million SDR, offsets shall no longer be applied by entities covered under Sections A, B and C of this Part excluding the following entities which will continue requiring offset up to 20 per cent of the contract, until the beginning of the ninth year, after which they will apply offset up to 18 per cent:

#### **Section A**

1. Ministry of Agriculture and Rural Development
2. Ministry of Construction and Housing
3. Ministry of National Infrastructures excluding Fuel Authority
4. Ministry of Finance
5. Ministry of Health
6. Ministry of the Interior
7. Ministry of Transport

#### **Section B**

Local Government Economic Services Ltd.

#### **Section C**

1. Israel Airports Authority
2. Israel Ports Development and Assets Company Ltd.

3. Association of Better Housing
4. Ashod Port Company Ltd.
5. Haifa Port Company Ltd.
6. Eilat Port Company Ltd.
7. Arim Urban Development Ltd.
8. Eilat Foreshore Development Company Ltd.
9. Old Acre Development Company Ltd.
10. Israel Railways Ltd.
11. Israel Postal Company Ltd.
12. The Israel Electric Corp. Ltd.
13. Mekorot Water Co. Ltd.

All entities operating in the field of urban transport, except those operating in the field of bus services

- (e) Starting from the eleventh year after coming into force for Israel of the revised GPA, for procurement above the threshold of 3 million SDR, offsets shall no longer be applied by entities covered under Sections A, B and C of this Part, excluding the following entities which will continue requiring offsets up to 18 per cent of the contract:

**Section A**

1. Ministry of National Infrastructures excluding Fuel Authority
2. Ministry of Finance
3. Ministry of Health
4. Ministry of Transport

**Section B**

Local Government Economic Services Ltd.

**Section C**

1. Israel Airports Authority
2. Israel Ports Development and Assets Company Ltd.
3. Ashod Port Company Ltd.
4. Haifa Port Company Ltd.
5. Eilat Port Company Ltd.
6. Israel Railways Ltd.
7. Israel Postal Company Ltd.
8. The Israel Electric Corp. Ltd.
9. Mekorot Water Co. Ltd.

- (f) Starting from the 16<sup>th</sup> year after coming into force of the revised GPA, the requirement for offsets will not be applied with regard to covered procurement.

**ANNEX 9-B**  
**ELECTRONIC OR PAPER MEDIA UTILIZED BY THE PARTIES FOR THE**  
**PUBLICATION OF NOTICES**

**For Republic of Colombia,**

Legislation is published at <http://www.secretariasenado.gov.co>;

and notices of intended procurement at <http://www.colombiacompra.gov.co>

**For the State of Israel,**

Legislation is published at <http://www.justice.gov.il/MOJHeb/reshumot/>;

and notices of intended procurement at <http://mr.gov.il/OfficesTenders/Pages/default.aspx>;

International Herald Tribune (Haaretz)

The Jerusalem Post

## CHAPTER 10 INVESTMENTS

### ARTICLE 10.1: DEFINITIONS

For the purposes of the present Chapter:

**Investments** means any kind of assets, implemented in accordance with the legislation of the Host Party in whose territory the investment is made including, but not limited to:

- (a) movable and immovable property, as well as any other rights *in rem*, in respect of every kind of asset;
- (b) rights derived from stocks, shares, bonds, debentures and from other forms of interest in legal entities;
- (c) claims to money, goodwill and other assets and any claim having an economic value;
- (d) Intellectual Property Rights, including, *inter alia*, patents, trademarks, geographical indications, industrial designs, copyrights and related rights, undisclosed business information, trade secrets, topographies of integrated circuits and plant-breeders rights, and know-how;
- (e) business concessions conferred by legislation or under contract, including concessions to search for, cultivate, extract or exploit natural resources.

For the avoidance of doubt investment does not include:

- (a) public debt operations;
- (b) claims to money arising solely from:
  - (i) Commercial contracts for the sale of goods and services by a national or legal entity in the territory of a Home Party to a national or a legal entity in the territory of the Host Party; or
  - (ii) Credits granted in relation with a commercial transaction.

The provisions of this chapter relating to investments shall apply to the reinvestment of the returns of an investment, which shall be granted the same treatment granted to the original investment, if the reinvestment is effected in accordance with the legislation of the Host Party. A change in the form of the investment or a change in the form of the reinvestment shall not affect their character as investments within the meaning of this Chapter if the change is effected in accordance with the legislation of the Host Party in whose territory the investment is made.

For greater certainty, the minimum characteristics of an investment shall be:

- (a) the commitment of capital or other resources;
- (b) the assumption of risk for the investor;

**Investor of a Party** means

1.

- (a) With respect to the State of Israel: a natural person who is a national or permanent resident of the State of Israel who is not also a national of the Republic of Colombia;
- (b) With respect to the Republic of Colombia: a natural person who is a national of Colombia who is not also a national or permanent resident of the State of Israel; or

2. A legal entity, including a corporation, a firm, an association or a partnership, which is either:

- (a) constituted or otherwise organized under the legislation of the Home Party, and is engaged in substantive business operations in the territory of:
  - (i) either Party; or
  - (ii) any other Member of the WTO and is owned or controlled by natural persons of that Home Party or by a legal entity that meets the conditions of subparagraph (a)(i);

or

- (b) a subsidiary or a branch in non-Parties, owned or controlled by a legal entity that meets the conditions of subparagraph (a)(i);

**Returns** means the amount yielded by an investment including, but not limited to: dividends, profits, sums received from the total or partial liquidation of an investment, interest, capital gains, royalties or fees;

**Territory** means:

1. With respect to the State of Israel: the territory of the State of Israel including the territorial sea, as well as the continental shelf and the exclusive economic zone over which the State of Israel exercises sovereign rights or jurisdiction in conformity with international law and in accordance with the laws of the State of Israel;

2. With respect to the Republic of Colombia the term “territory” comprises its continental and insular territory, internal waters, the territorial sea and the airspace and maritime areas over which it exercises sovereignty or sovereign rights or jurisdiction in accordance to its domestic law and international law, including applicable international treaties;

**Host Party** means the Party in whose territory the investment is made, and **Home Party** means in relation to that investment, the other Party;

**Freely usable currency** means any currency that the International Monetary Fund determines, from time to time, as a freely usable currency in accordance with the IMF Agreement and amendments thereto;

**Legislation** means the laws and regulations of a Party and the right to exercise the administrative powers conferred by those laws and regulations.

#### ARTICLE 10.2: SCOPE OF APPLICATION

1. The provisions of this Chapter shall apply to investments of investors of the Home Party in the territory of the Host Party existing at the time of the entry into force of this Agreement, as well as to investments made thereafter, in accordance with the legislation of the Host Party.
2. The provisions of this Chapter shall not apply to an investment that is subject to a dispute which has arisen before the entry into force of this Agreement.
3. For greater certainty, the provisions of this Chapter shall not apply to disputes concerning any act or fact that took place or any situation that ceased to exist, prior to the date of entry into force of this Agreement.

#### ARTICLE 10.3: PROMOTION AND PROTECTION OF INVESTMENTS

1. Each Party shall, in its territory, encourage and create favorable conditions for investments by investors of the other Party and, subject to its legislation, shall admit such investments.
2. Investments made by investors of each Party shall be accorded fair and equitable treatment in accordance with the provisions of this Chapter and customary international law, and shall enjoy full protection and security in the territory of the other Party.
3. To avoid any doubt:
  - (a) “Fair and equitable treatment” includes the prohibition against denial by any unreasonable measures, of the management, maintenance, use, enjoyment or disposal of investments of investors of the Home Party in the Host Party’s territory.
  - (b) “Fair and equitable treatment” shall not be construed as to prevent a Party from exercising its regulatory powers in a transparent and non-discriminatory manner.
  - (c) The “Full protection and security” standard does not imply, in any case, a better police protection than that accorded to nationals of the Party where the investment has been made.

- (d) A determination that there has been a breach of another provision of this Agreement or another international agreement does not imply that the fair and equitable treatment has been breached.

4. The Parties announced that they are both members to the OECD Declaration and Decisions on International Investment and Multinational Enterprises, 1976 as revised in 2011.

#### ARTICLE 10.4: NATIONAL TREATMENT

1. Each Party, subject to its legislation at the time of entry into force of this Agreement, shall accord to covered investors of the other Party treatment no less favorable than that it accords, in like circumstances, to its own investors with respect to the expansion, management, maintenance, use, enjoyment, conduct, or disposal of their investment, operation and sale or other disposition of investments in its territory.

2. Each Party, subject to its legislation at the time of entry into force of this Agreement, shall accord to covered investments treatment no less favorable than that it accords, in like circumstances, to investments of its own investors with respect to the expansion, management, maintenance, use, enjoyment, conduct or disposal of their investment, operation and sale or other disposition of investments in its territory.

3. The Parties shall review and update on a regular basis their exceptions under the principle of National Treatment set forth in this Article through a review mechanism established by the two Parties. A Party may present reservations to such an update only provided that its reservation is based on a material and substantial reason which directly relates to the application of the specific proposed update with regard to investments made prior to that update. In such cases, upon the request of either party, the parties shall initiate a discussion with a view to agree on possible adjustments to be applied as agreed between the parties with regard to such investments.

4. An investor shall have no claim against a Host Party concerning exceptions to National Treatment set forth in this Article, which were in place at the time his investment was made or which were updated in accordance with the conditions and mechanism set forth in paragraph 3.

#### ARTICLE 10.5: MOST-FAVORED-NATION

1. Each Party shall accord to investors of the other Party treatment no less favorable than that it accords, in like circumstances, to investors of a non-Party with respect to the expansion, management, maintenance, use, enjoyment, conduct or disposal of their investment, operation and sale or other disposition of investments in its territory.

2. Each Party shall accord to covered investments treatment no less favorable than that it accords, in like circumstances, to investments of investors of a non-Party with respect to the expansion, management, maintenance, use, enjoyment, conduct or disposal of their investment, operation and sale or other disposition of investments in its territory.

3. For the sake of avoiding any misunderstanding, it is further clarified that the treatment referred to in paragraphs 1 and 2 shall not apply to definitions, nor to mechanisms for dispute settlement between one Party and an Investor of the other Party, or to any other matter not specifically mentioned in paragraphs 1 and 2.

#### ARTICLE 10.6: FREE TRANSFERS

1. Each Party shall, in respect of investments, guarantee to investors of the other Party the rights of unrestricted transfer of their:

- (a) capital;
- (b) returns;
- (c) payments pursuant to foreign loans;
- (d) payments arising out of the settlement of a dispute under Article 10.12;
- (e) proceeds from the sale of all or any part of the investment, or from the partial or complete liquidation of the investment;
- (f) salaries and remunerations received by the employees hired overseas in connection with an investment;

2. Paragraph 1 shall be applied, in accordance with the following terms:

- (a) Transfers shall be effected in accordance with the legislation of each Party relevant to procedures of transfers without undue delay in the freely usable currency in which the capital was originally invested or in any other freely usable currency agreed by the investor and the Host Party; provided that the investor has complied with all his fiscal and other financial obligations to government or local authorities of the Host Party.
- (b) Unless otherwise agreed by the investor, transfers shall be made at the rate of exchange applicable on the date of transfer pursuant to the exchange regulations in force in the Host Contacting Party.
- (c) In any case, transfers shall be in terms no less favorable than those accorded by the Host Party to its own investors in like circumstances.

3. Notwithstanding paragraphs 1 and 2:

- (a) When a Party is in or under threat of:
  - (i) serious balance of payments difficulties; or

- (ii) serious difficulties in macroeconomic management relating to the exchange rate policy or monetary policy,

that Party may, in conformity with the principles laid down within Article VIII of the IMF Agreement, adopt restrictive measures which may not go beyond what is necessary to remedy the situation, shall be temporary and shall be eliminated as soon as conditions permit.

- (b) Such measures shall be equitable, non-discriminatory, and in good faith.
- (c) The Host Party shall notify the Home Party, as soon as possible, as to the measures taken.

#### ARTICLE 10.7: EXPROPRIATION

1. Investments of investors of the Home Party shall not be nationalized, expropriated or subjected to measures having effect equivalent to nationalization or expropriation (hereinafter: "expropriation") in the territory of the Host Party, except for a public purpose<sup>1</sup> related to the internal needs of the Host Party, and in accordance with the following terms:<sup>2</sup>

- (a) The expropriation shall be made in accordance with the legislation of the Host Party, on a non-discriminatory basis and against prompt, adequate and effective compensation no less favorable than that accorded to the investors of the Host Party. Resulting payments shall be freely transferable.
- (b) Such compensation shall amount to the market value of the investment expropriated, immediately before the expropriation or before the imminent expropriation became public knowledge, whichever is the earlier, shall include interest at the applicable rate provided by law of the Host Party until the date of payment, shall be made without delay, be effectively realizable and be freely transferable .
- (c) Without prejudice to Article 10.12.8, the investors affected shall have a right, under the law of the Host Party making the expropriation, to prompt review, by a judicial or other independent authority of the Host Party, of the legality of the expropriation and of the valuation of their investment, in accordance with the principles set out in this Article .

2. Notwithstanding the foregoing, with respect to intellectual property rights, a Host Party may permit the use of an intellectual property right, provided such permission is made in conformity with the principles set forth in the TRIPS Agreement.

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<sup>1</sup> With respect to the Republic of Colombia, it is understood that the term "social interest" (interés social) contained in Articles 58 and 336 of the Constitución Política de Colombia (1991) is compatible with the term "public purpose" used in this Article.

<sup>2</sup> For greater certainty, nothing in this Article shall be construed to prevent a Party from maintaining or establishing monopolies provided that it is for a public purpose or social interest and in accordance with the same conditions mentioned in Article 10.7.

3. It is understood that the determination whether a measure or series of measures of a Party constitutes an effect equivalent to nationalization or expropriation requires a case-by-case, fact-based inquiry, considering, *inter alia*:

- (a) The economic impact of the measure or series of measures;<sup>3</sup>
- (b) The level of interference on the reasonable expectations concerning the investment;
- (c) The character of the measure or series of measures in accordance with the legitimate public objectives pursued;
- (d) The objectives of the measure or series of measures including whether such measure is adopted to protect legitimate public purposes<sup>4</sup>.

#### ARTICLE 10.8: COMPENSATION FOR LOSSES

1. Investors of the Home Party whose investments in the territory of the Host Party suffer losses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection, civil disturbances, riot or other such similar activity in the territory of the Host Party, shall be accorded treatment by the Host Party, as regards to restitution, indemnification, compensation or other settlement, no less favorable than that which the Host Party accords to its own investors or to investors of any non-Party. Resulting payments shall be freely transferable.

2. Without prejudice to paragraph 1, investors of the Home Party who suffer losses in the territory of the Host Party, resulting from:

- (a) requisitioning of their property by its forces or authorities; or
- (b) destruction of their property by its forces or authorities, which was not caused in combat action or was not required by the necessity of the situation;

shall be accorded restitution or adequate compensation. Resulting payments shall be freely transferable.

#### ARTICLE 10.9: SUBROGATION

1. If a Home Party or its designated Agency makes a payment under an indemnity or under a guarantee or a contract of insurance against non-commercial risk given in respect of an investment in the territory of the Host Party, the Host Party shall recognize:

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<sup>3</sup> The sole fact of a measure or series of measures having adverse effects on the economic value of an investment does not necessarily imply that an indirect expropriation has occurred.

<sup>4</sup> A measure or a series of measures adopted to protect public purposes including *inter alia*, the protection of public health, safety and the protection of the environment, do not necessarily constitute an effect equivalent to nationalization or expropriation.

- (a) the assignment to the Home Party by legislation or by legal transaction of all the rights and claims of the investor indemnified; and
  - (b) that the Home Party is entitled to exercise such rights and enforce such claims by virtue of subrogation, to the same extent as the investor indemnified, and shall assume the obligations related to the investment.
2. The home Party shall be entitled in all circumstances to:
- (a) the same treatment in respect of rights, claims and obligations acquired by it, by virtue of the assignment; and
  - (b) any payments received pursuant to those rights and claims, as the investor indemnified was entitled to receive by virtue of this Chapter, in respect of the investment concerned and its related returns.

#### ARTICLE 10.10: NON DEROGATION

This Chapter shall not derogate from a treatment more favorable than is provided to investors or investments of investors in accordance with this Chapter, under the legislation of the Host Party or obligations of the Host Party under international law.

#### ARTICLE 10.11: EXCEPTIONS

1. Either Party may take measures necessary for the maintenance or protection of its essential security interests. Such measures shall be taken and implemented in good faith, in a non-discriminatory fashion and so as to minimize the deviation from the provisions of this Chapter.

2. Nothing contained in this Chapter shall be construed to prevent a Party from adopting, maintaining or enforcing, in accordance with its legislation, reasonable measures with respect to the financial sector for prudential reasons, including those measures aimed at protecting investors, depositors, insurance takers, trustees, or in general financial consumers, or to safeguard the integrity and stability of the financial system. Such measures shall be in good faith and shall not be used as means of avoiding a Party's commitments or obligations under this Chapter.

3. The provisions of this Chapter, relating to the granting of treatment no less favorable than that accorded to the investors and investments of investors of either Party or of any non-Party, shall not be construed so as to oblige one Party to extend to the investors of the other Party the benefit of any treatment, preference or privilege resulting from:

- (a) any international agreement or arrangement relating wholly or mainly to taxation or any legislation relating wholly or mainly to taxation;
- (b) any existing or future customs union, free trade area agreement, common market, economic union or similar international agreement, to which either Party is or will be party, within the meaning of "customs union" or "free trade

area" in accordance with Article XXIV of the GATT 1994 and Article V of the GATS;

- (c) any existing or future bilateral or multilateral agreement concerning intellectual property.
- (d) any agreement for the Reciprocal Promotion and Protection of Investments concluded between either Party and a third state, that was signed before 1 July, 2003.

#### ARTICLE 10.12: SETTLEMENT OF DISPUTES BETWEEN A PARTY AND AN INVESTOR OF THE OTHER PARTY

1. In order to submit a claim to arbitration under this Article, non-judicial local administrative remedies<sup>5</sup> shall be exhausted only if required by the legislation of the Party concerned. If the procedures for the exhaustion of such remedies are not completed within six months from the date of their initiation by the investor, the investor shall not be prevented from submitting a claim to arbitration under this Article. Such procedure shall not prevent the investor from requesting consultations as referred to in paragraph 3. This paragraph does not prevent the investor from voluntarily seeking or pursuing non-judicial local administrative remedies.

2. Any investment dispute between a Party and an investor of the other Party in connection with a claim of a breach of the provisions of this Chapter other than Article 10.3.1, Article 10.14 and Article 10.15 shall be settled by consultations and negotiations.

3. Consultations and negotiations shall begin with the submission of a written Notice (hereinafter referred to as Notice of Dispute) by the investor. This notice shall be accompanied by a brief summary of the factual and legal basis of the investment dispute.

4. If a dispute under paragraph 2 cannot be settled within six months of a written Notice of Dispute in accordance with paragraph 3, it shall be settled as follows, upon the request of the investor:

- (a) by a competent court of the Host Party; or
- (b) by conciliation; or
- (c) by arbitration by the International Center for the Settlement of Investment Disputes (ICSID), established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, opened for signature at Washington, D.C. on March 18, 1965 (hereinafter referred to as the ICSID Convention), provided that both Parties are contracting parties to the Convention; or

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<sup>5</sup> In the case of Colombia it the non-judicial local administrative remedies are called "vía gubernativa".

- (d) by arbitration under the Additional Facility Rules of ICSID (hereinafter referred to as the ICSID Additional Facility Rules), provided that only one of the Parties is a contracting party to the ICSID Convention; or
- (e) by an *ad hoc* arbitration tribunal, which unless otherwise agreed, is to be established under the Arbitration Rules of the United Nations Commission on International Trade Law, as revised in 2010 Unless otherwise agreed, all submissions shall be made and all hearings shall be completed within six months of the date of selection of the Chairman, and the arbitral panel shall render its written and reasoned decisions within two months of the date of the final submissions or the date of the closing of the hearings, whichever is later;
- (f) Subparagraphs (c), (d) and (e) shall not apply to disputes between a Host Party and any legal entity qualifying as an Investor of a Home Party, that is owned or controlled by a natural person or legal entity of the Host Party;
- (g) an investor shall only submit a dispute to arbitration in accordance with subparagraphs (c), (d) and (e), once 90 days have elapsed from the submission of a written notice (hereinafter referred to as Notice of Intent). The Notice of Intent shall only be submitted if the dispute was not settled within six months from the Notice of Dispute and shall indicate the name and address of the disputing investor, the provisions of this Chapter which he deems to be breached, the facts which the dispute is based on, and the approximate amount of damages.

5. Each Party hereby gives its unconditional consent to the submission of a dispute to international arbitration in accordance with paragraphs 4(c), 4(d) and 4(e). This consent and the submission by a disputing investor of a claim to arbitration shall satisfy the requirements of:

- (a) Chapter II of the ICSID Convention or the ICSID Additional Facility Rules for written consent of the parties;
- (b) Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958 (hereinafter referred as to The New York Convention), for an agreement in writing.

6. As long as both Parties are contracting parties to the ICSID Convention, the provisions set forth in Article 27 thereof shall apply to disputes that have been submitted to arbitration under this Article.

7. An investor shall not submit a Notice of Dispute if more than three years have elapsed since the date the investor had knowledge or should have had knowledge of the alleged violation of the provisions of this Chapter, as well as of the alleged losses and damages.

8.

- (a) Once the investor has submitted the dispute to either a competent court of the Host Party or to any of the arbitration mechanisms stated in paragraph 4, the choice of the procedure shall be final;

- (b) Notwithstanding subparagraph (a), an investor shall not be prevented from initiating actions, or interim measures not involving the payment of monetary damages before a competent court of the Host Party, provided that the action is initiated for the purpose of preserving the investor's rights and interests.

9. The award shall be final and binding. Each Party shall carry out without undue delay the provisions of any such award and provide in its territory for the enforcement of such award.

10. A tribunal shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law. A tribunal does not have jurisdiction to determine the legality of a measure, alleged to constitute a breach of this Chapter, under the legislation of the disputing Party.

11. The tribunal shall consider whether either the claim of the claimant or the objection of the respondent is manifestly without legal merit, and shall provide the disputing parties a reasonable opportunity for comments. In the event of a claim found to be manifestly without legal merit, the tribunal shall, if warranted, award costs against the claimant.

12. The Notice of Dispute, the Notice of Intent, and other documents related to the dispute, shall be presented to the authority/agency of the Host Party, designated in Annex 10-A.

13. The arbitrators shall:

- (a) have experience or expertise in international public law, international investment rules, or in dispute settlement derived from international investment agreements;
- (b) be independent and not affiliated with or take instructions from the investor, or either Party;
- (c) be a national of a country with which both Parties maintain diplomatic relations.

14. The disputing parties may agree on the fees to be paid to the arbitrators. If the disputing parties do not reach an agreement on the fees to be paid to the arbitrators before the constitution of the tribunal, the fees established for arbitrators by ICSID shall apply.

#### ARTICLE 10.13: INSURANCE AND GUARANTEE

In any proceeding involving an investment dispute, a Party shall not assert, as a defense, counterclaim, right of set-off or for any other reason, that indemnification or other compensation for all or part of the alleged damages has been received or will be received pursuant to an insurance or guarantee contract.

#### ARTICLE 10.14: INVESTMENT AND ENVIRONMENT

Each Party recognizes that it is inappropriate to encourage investments activities, of investors of the other Party and of a non-Party, by relaxing its domestic environmental legislation.

#### ARTICLE 10.15: RELATION TO OTHER CHAPTERS

1. In the event of any inconsistency between this Chapter and another Chapter to this Agreement, the other Chapter shall prevail to the extent of the inconsistency.

2. Notwithstanding paragraph 1, it is understood that Article 10.12 will apply solely to disputes in connection with a breach of the provisions of this Chapter as set forth in that Article.

#### ARTICLE 10.16: DURATION AND TERMINATION

In respect of investments made while this Agreement is in force, its provisions shall remain in effect with respect to such investments for a period of 10 years after the date of termination of this Agreement and without prejudice to the application thereafter of the rules of general international law.

**ANNEX 10-A**  
**PRESENTATION OF DOCUMENTS TO A PARTY**

**The State of Israel**

The place of presentation of the Notice of Dispute, the Notice of Intent and other documents concerning settlement of disputes pursuant to Article 10.12, in the State of Israel is:

Ministry Of Finance  
International Affairs Department  
1 Kaplan St., P.O.Box 3100  
Jerusalem, Israel

**The Republic of Colombia**

The place of presentation of the Notice of Dispute, the Notice of Intent and other documents concerning settlement of disputes pursuant to Article 10.12, in the Republic of Colombia is:

Dirección de Inversión Extranjera y Servicios  
Ministerio de Comercio, Industria y Turismo  
Calle 28 # 13 A – 15  
Bogotá D.C. – Colombia

## **ANNEX 10-A**

### **PRESENTATION OF DOCUMENTS TO A PARTY**

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Bogotá D.C. – Colombia

## CHAPTER 11 TRADE IN SERVICES

### ARTICLE 11.1: SCOPE AND COVERAGE

1. This Chapter applies to measures adopted or maintained by Parties affecting trade in services. It applies to all services sectors, except as otherwise specified in this Chapter.
2. For the purpose of this Chapter, “measures by Parties” means measures adopted or maintained by:
  - (a) central, regional, or local governments and authorities; and
  - (b) non-governmental bodies in the exercise of powers delegated by central, regional, or local governments or authorities.
3. In respect of air transport services, this Chapter shall not apply to measures affecting air traffic rights as well as measures affecting services directly related to the exercise of air traffic rights, except as provided for in paragraph 3 of the Annex on Air Transport Services of the GATS. The definitions contained in paragraph 6 of the Annex on Air Transport Services of the GATS shall apply for the purpose of this Chapter.
4. Nothing in this Chapter shall be construed to impose any obligation with respect to government procurement, which is subject to Chapter 9 (Government Procurement).

### ARTICLE 11.2: DEFINITIONS

For the purpose of this Chapter:

**a service supplied in the exercise of governmental authority** means any service which is supplied neither on a commercial basis nor in competition with one or more service suppliers;

**commercial presence** means any type of business or professional establishment, including through:

- (a) the constitution, acquisition or maintenance of a juridical person; or
- (b) the creation or maintenance of a branch or a representative office, within the territory of a Party for the purpose of supplying a service;

**direct taxes** comprises all taxes on total income, on total capital or on elements of income or of capital, including taxes on gains from the alienation of property, taxes on estates, inheritances and gifts, and taxes on the total amounts of wages or salaries paid by enterprises, as well as taxes on capital appreciation;

**juridical person of the other Party** means a juridical person which is either:

1. constituted or otherwise organized under the law of that other Party, and is engaged in substantive business operations in the territory of:

(a) either Party; or

(b) any Member of the WTO and is owned or controlled by natural persons of that other Party or by juridical persons that meet all the conditions of subparagraph 1(a);

2. a subsidiary or a branch in non-Parties, owned or controlled by a juridical person constituted or otherwise organized under the law of the other Party, which is engaged in substantive business operations in the territory of that other Party; or

3. in the case of the supply of a service through commercial presence, owned or controlled by:

(a) natural persons of that other Party; or

(b) juridical persons of that other Party identified under subparagraph (1);

**a juridical person is:**

1. “owned” by persons of a Party if more than 50 per cent of the equity interest in it is beneficially owned by persons of that Party;

2. “controlled” by persons of a Party if such persons have the power to name a majority of its directors or otherwise to legally direct its actions;

3. “affiliated” with another person when it controls, or is controlled by, that other person; or when it and the other person are both controlled by the same person;

**measures by a Party affecting trade in services** includes measures in respect of:

1. the purchase, payment or use of a service;

2. the access to and the use of services, in connection with the supply of a service, which are required by that Party to be offered to the public generally;

3. the presence, including commercial presence, of persons of a Party for the supply of a service in the territory of the other Party;

**monopoly supplier of a service** means any person, public or private, which in the relevant market of the territory of a Party is authorised or established formally or in effect by that Party as the sole supplier of that service;

**natural person of the other Party** means a natural person who, under the legislation of that other Party, is:

1. a national of that other Party who resides in the territory of any WTO Member; or

2. a permanent resident of that other Party who resides in the territory of that other Party, if that other Party accords substantially the same treatment to its permanent residents as to its nationals in respect of measures affecting trade in services. For the purpose of the supply of a service through presence of natural persons (Mode 4), this definition covers a permanent resident of that other Party who resides in the territory of the first Party or in the territory of any WTO Member;

**sector** of a service means:

1. with reference to a specific commitment, one or more, or all, subsectors of that service, as specified in a Party's schedule;
2. otherwise, the whole of that service sector, including all of its subsectors;

**services** includes any service in any sector except services supplied in the exercise of governmental authority;

**service consumer** means any person that receives or uses a service;

**service of a Party** means a service which is supplied:

1. from or in the territory of a Party, or in the case of maritime transport, by a vessel registered under the laws of a Party, or by a person of that Party which supplies the service through the operation of a vessel and/or its use in whole or in part; or
2. in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of a Party;

**service supplier** means any person that supplies, or seeks to supply, a service<sup>1</sup>;

**supply of a service** includes the production, distribution, marketing, sale and delivery of a service;

**trade in services** is defined as the supply of a service:

1. from the territory of one Party into the territory of the other Party;
2. in the territory of one Party to the service consumer of the other Party;
3. by a service supplier of one Party, through commercial presence in the territory of the other Party;
4. by a service supplier of one Party, through presence of natural persons of that Party in the territory of the other Party;

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<sup>1</sup> Where the service is not supplied or sought to be supplied directly by a juridical person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e. the juridical person) shall, nonetheless, through such commercial presence be accorded the treatment provided for service suppliers under this Chapter. Such treatment shall be extended to the commercial presence through which the service is supplied or sought to be supplied and need not be extended to any other parts of the service supplier located outside the territory where the service is supplied or sought to be supplied.

#### ARTICLE 11.3: MOST-FAVORED-NATION TREATMENT

1. Except as provided for in its List of MFN Exemptions contained in Annex 11-A a Party shall accord immediately and unconditionally, in respect of all measures affecting the supply of services, to services and service suppliers of the other Party treatment no less favourable than the treatment it accords to like services and service suppliers of any non-Party.
2. Treatment granted under other agreements concluded by one of the Parties and notified under Article V or Article V *bis* of the GATS, as well as treatment granted in accordance with Article VII of the GATS, shall not be subject to paragraph 1.
3. If a Party enters into an agreement notified under Article V or Article V *bis* of the GATS, it shall upon request from the other Party afford adequate opportunity to that Party to negotiate the benefits granted therein.
4. The provisions of this Chapter shall not be so construed as to prevent any Party from conferring or according advantages to adjacent countries in order to facilitate exchanges limited to contiguous frontier zones of services that are both locally produced and consumed.

#### ARTICLE 11.4: MARKET ACCESS

1. With respect to market access through the modes of supply identified in the definition of "trade in services" contained in Article 11.2 each Party shall accord services and service suppliers of the other Party treatment no less favorable than that provided for under the terms, limitations and conditions agreed and specified in its schedule.<sup>2</sup>
2. In sectors where market access commitments are undertaken, the measures which a Party shall not maintain or adopt either on the basis of a regional subdivision or on the basis of its entire territory, unless otherwise specified in its schedule, are defined as:
  - (a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
  - (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;
  - (c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test;<sup>3</sup>

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<sup>2</sup> To the extent that a market-access commitment is undertaken by a Party in its Schedule of Commitments, and where the cross-border movement of capital is an essential part of a service supplied through the mode of supply referred to in the definition of "trade in services" paragraph 1 contained in Article 11.2 that Party is hereby committed to allow such movement of capital. To the extent that a market-access commitment is undertaken by a Party in its Schedule of Commitments, and where a service is supplied through the mode of supply referred to in the definition of "trade in services" paragraph 3 contained in Article 11.2 that Party is hereby committed to allow related transfers of capital into its territory.

<sup>3</sup> This subparagraph does not cover measures of a Party which limit inputs for the supply of services.

- (d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test;
- (e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service; and
- (f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

#### ARTICLE 11.5: NATIONAL TREATMENT

1. In the sectors inscribed in its schedule, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favorable than that it accords to its own like services and service suppliers.<sup>4</sup>

2. A Party may meet the requirement of paragraph 1 by according to services and service suppliers of the other Party, either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.

3. Formally identical or formally different treatment shall be considered to be less favorable if it modifies the conditions of competition in favour of services or service suppliers of the Party compared to like services or service suppliers of the other Party.

#### ARTICLE 11.6: ADDITIONAL COMMITMENTS

Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 11.4 or 11.5, including those regarding qualifications, standards or licensing matters. Such commitments shall be inscribed in a Party's schedule.

#### ARTICLE 11.7: DOMESTIC REGULATION

1. In sectors where specific commitments are undertaken, each Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.

2. Each Party shall maintain or institute as soon as practicable judicial, arbitral or administrative tribunals or procedures which provide, at the request of an affected service supplier of the other Party, for the prompt review of, and where justified, appropriate remedies for, administrative decisions affecting trade in services. Where such procedures are

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<sup>4</sup> Specific commitments assumed under this Article shall not be construed to require any Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.

not independent of the agency entrusted with the administrative decision concerned, the Party shall ensure that the procedures in fact provide for an objective and impartial review.

3. Where authorisation is required by a Party for the supply of a service, in sectors where specific commitments are undertaken, the competent authorities of that Party shall, within a reasonable period of time after the submission of an application is considered complete under that Party's domestic laws and regulations, inform the applicant of the decision concerning the application. At the request of the applicant, the competent authorities of that Party shall provide, without undue delay, information concerning the status of the application.

4. In sectors where specific commitments are undertaken, each Party shall aim to ensure that measures relating to qualification requirements and procedures, technical standards, and licensing requirements:

- (a) are based on objective and transparent criteria, such as competence and the ability to supply the service;
- (b) are not more burdensome than necessary to ensure the quality of the service; and
- (c) in the case of licensing procedures, are not in themselves a restriction on the supply of the service.

5. In determining whether a Party is in conformity with the obligation under paragraph 4, account shall be taken of international standards of relevant international organizations<sup>5</sup> applied by that Party.

6. In sectors where specific commitments are undertaken, each Party shall provide for adequate procedures to verify the competence of professionals of the other Party.

7. The Parties shall jointly review the results of the negotiations on disciplines on domestic regulation, pursuant to Article VI.4 of the GATS, with a view of incorporating them into this Chapter.

#### ARTICLE 11.8: RECOGNITION

1. For the purpose of the fulfilment of its relevant standards or criteria for the authorization, licensing or certification of service suppliers, each Party shall give due consideration, as appropriate, to any requests by the other Party to recognize the education or experience obtained, requirements met, or licences or certifications granted in that other Party. Such recognition may be based upon an agreement or arrangement with that other Party, or otherwise be accorded autonomously.

2. Where a Party recognizes, by agreement or arrangement, the education or experience obtained, requirements met, or licences or certifications granted in the territory of a non-Party, that Party shall afford the other Party adequate opportunity to negotiate its accession to such

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<sup>5</sup> For greater certainty, the term "relevant international organizations" refers to international bodies whose membership is open to the relevant bodies of both Parties, and which have the characteristics of transparency in their behavior, impartiality and consensus in adopting regulations.

an agreement or arrangement, whether existing or future, or to negotiate a comparable agreement or arrangement with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that the education or experience obtained, requirements met, or licences or certifications granted in the territory of that other Party should also be recognised.

3. The professional bodies from both Parties may negotiate agreements for mutual recognition of education, or experience obtained, requirements met or licences or certifications granted. Upon a request being made in writing by a Party to the other Party, the receiving Party shall transmit the request to its relevant professional body. The Parties shall report periodically to the Joint Committee on progress and on impediments experienced. Any delay or failure by these professional bodies to negotiate or to reach and conclude an agreement on the details of such arrangements shall not be regarded as a breach of a Party's obligations under this paragraph and shall not be subject to Chapter 12 (Dispute Settlement).

4. A Party shall not accord recognition in a manner which would constitute a means of discrimination between countries in the application of its standards or criteria for the authorisation, licensing, or certification of service suppliers, or a disguised restriction on trade in services.

#### ARTICLE 11.9: MOVEMENT OF NATURAL PERSONS

1. This Article applies to measures affecting natural persons who are service suppliers of a Party, and natural persons of a Party who are employed by a service supplier of a Party, in respect of the supply of a service.

2. This Chapter shall not apply to measures affecting natural persons seeking access to the employment market of a Party, nor shall it apply to measures regarding nationality, residence or employment on a permanent basis.

3. Natural persons covered by a specific commitment as inscribed in the Parties' respective schedules, shall be allowed to supply the service, in accordance with the terms of that commitment.

4. This Chapter shall not prevent a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to any Party under the terms of a specific commitment.<sup>6</sup>

#### ARTICLE 11.10: TRANSPARENCY

1. Each Party shall publish promptly and, except in emergency situations, at the latest by the time of their entry into force, all relevant measures of general application which pertain to or affect the operation of this Chapter. International agreements pertaining to or affecting trade in services to which a Party is a signatory shall also be published.

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<sup>6</sup> The sole fact of requiring a visa for natural persons shall not be regarded as nullifying or impairing benefits under a specific commitment.

2. Where publication as referred to in paragraph 1 is not practicable, such information shall be made otherwise publicly available.

#### ARTICLE 11.11: MONOPOLIES AND EXCLUSIVE SERVICE SUPPLIERS

1. Each Party shall ensure that any monopoly supplier of a service in its territory does not, in the supply of the monopoly service in the relevant market, act in a manner inconsistent with that Party's obligations under Article 11.3 and specific commitments.

2. Where a Party's monopoly supplier competes, either directly or through an affiliated company, in the supply of a service outside the scope of its monopoly rights and which is subject to that Party's specific commitments, the Party shall ensure that such a supplier does not abuse its monopoly position to act in its territory in a manner inconsistent with such commitments.

3. The provisions of this Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect:

- (a) authorizes or establishes a small number of service suppliers; and
- (b) substantially prevents competition among those suppliers in its territory.

#### ARTICLE 11.12: BUSINESS PRACTICES

1. Parties recognize that certain business practices of service suppliers, other than those falling under Article 11.11, may restrain competition and thereby restrict trade in services.

2. Each Party shall, at the request of any other Party, enter into consultations with a view to eliminating practices referred to in paragraph 1. The Party addressed shall accord full and sympathetic consideration to such a request and shall co-operate through the supply of publicly available non-confidential information of relevance to the matter in question. The Party addressed shall also provide other information available to the requesting Party, subject to its domestic law and to the conclusion of satisfactory agreement concerning the safeguarding of its confidentiality by the requesting Party.

#### ARTICLE 11.13: PAYMENTS AND TRANSFERS

1. Except under the circumstances envisaged in Article 11.14, a Party shall not apply restrictions on international transfers and payments for current transactions with the other Party, relating to its specific commitments.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties under the IMF Agreement, including the use of exchange actions which are in conformity with that Agreement, provided that a Party shall not impose restrictions on capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 11.14 or at the request of the International Monetary Fund.

#### ARTICLE 11.14: RESTRICTIONS TO SAFEGUARD THE BALANCE-OF-PAYMENTS

1. The Parties shall endeavor to avoid the imposition of restrictions to safeguard the balance of payments.
2. The rights and obligations of the Parties in respect of such restrictions shall be governed by paragraphs 1 to 3 of Article XII of the GATS, which are hereby incorporated into and made part of this Chapter.
3. A Party adopting or maintaining such restrictions shall promptly notify the Joint Committee thereof.

#### ARTICLE 11.15: SCHEDULES OF SPECIFIC COMMITMENTS

1. Each Party shall set out in a schedule the specific commitments it undertakes under Articles 11.4, 11.5, and 11.6. With respect to sectors where such commitments are undertaken, each schedule shall specify:
  - (a) terms, limitations and conditions on market access;
  - (b) conditions and qualifications on national treatment;
  - (c) undertakings relating to additional commitments referred to in Article 11.6; and
  - (d) where appropriate, the time-frame for implementation of such commitments and the date of entry into force of such commitments.
2. Measures inconsistent with both Articles 11.4 and 11.5 are inscribed in the column relating to Article 11.4. In this case, the inscription is considered to provide a condition or qualification to Article 11.5 as well.

#### ARTICLE 11.16: REVIEW

1. With the objective of further liberalizing trade in services between them, the Parties shall review their schedules of specific commitments and their Lists of MFN Exemptions at least every three years to provide for a reduction or elimination of substantially all remaining discrimination between the Parties with regard to trade in services covered in this Chapter on a mutually advantageous basis and ensuring an overall balance of rights and obligations. The first such review shall take place not later than two years after the entry into force of this Agreement.
2. The Parties shall jointly review the negotiations provided for in paragraph 4 of Article VI and paragraph 1 of Article XV of the GATS and incorporate any results of such negotiations, as appropriate, into this Chapter.

ARTICLE 11.17: ANNEXES

The following Annexes are attached to this Chapter:

Annex 11-A (Lists of MFN Exemptions);

Annex 11-B (Movement of Natural Persons Supplying Services);

Annex 11-C (Financial Services);

Annex 11-D (Telecommunications Services); and

Annex 11-E (Schedules of Specific Commitments).

**ANNEX 11-A**

**SECTION 1: COLOMBIA – LIST OF MFN EXEMPTIONS**

<b>Sector or Subsector</b>	<b>Description of the measure indicating its inconsistency with Article 11.3</b>	<b>Countries to which the measure applies</b>	<b>Intended duration</b>	<b>Conditions creating the need for the exemption</b>
Telecommunications	The principle of national treatment for the purposes of commercial presence is only granted to suppliers of services in the Andean value-added telecommunications services market.	Andean Group countries	Indefinite	Maintains preferential treatment for suppliers of the relevant services belonging to countries members of the Andean Group.
Audiovisual	Measures under existing or future bilateral or multilateral agreements on the co-production of audiovisual works for the cinema or television, in particular with regard to their distribution, access and financing conditions.	Belgium; countries members of the Latin American Agreement on Cinematographic Co-Production; other countries concerned.	Unlimited	Protects the principle of the agreements concerned.
Land transport	Measures which grant preferential treatment to countries of the Andean Road Freight System.	Countries of the Andean Group	Unlimited	Protects regional integration efforts in this area

**ANNEX 11-A**

**SECTION 2: ISRAEL-LIST OF MFN EXEMPTIONS**

<b>Sector or Subsector</b>	<b>Description of the measure indicating its inconsistency with Article 11.3</b>	<b>Countries to which the measure applies</b>	<b>Intended duration</b>	<b>Conditions creating the need for the exemption</b>
Film, Video and Television Programming Co-production and Distribution	Differential treatment is accorded to works co-produced with persons of countries with which Israel may have co-production arrangements, and to natural persons engaged in such co-productions, as well as to natural and juridical persons engaged in film and video distribution.	countries which have concluded film, videos and television programming co-productions agreements with Israel; other countries concerned	Unlimited	For reasons of cultural policy, including to improve the availability of Israeli audiovisual productions in Israel to promote greater diversity among foreign audiovisual works on the Israeli market, and to promote the international exchange of audiovisual works.
Financial Services - Banking	A license may be granted to the establishment of foreign service supplier, to the country of origin of which grants Israeli suppliers access to its market in the form of similar commercial presence.	All countries concerned	Unlimited	To obtain equal market access possibilities for Israeli banks.

**ANNEX 11-B**  
**MOVEMENT OF NATURAL PERSONS SUPPLYING SERVICES**

**ARTICLE 1: SCOPE**

This Annex applies to measures by a Party affecting the movement of natural persons of the other Party, as provided for in the Party's schedule of specific commitments.

**ARTICLE 2: GENERAL PRINCIPLES**

This Annex reflects the preferential trading relationship between the Parties, the common objective to facilitate entry, temporary stay and work of highly skilled natural persons on a mutually advantageous basis in accordance with the Parties' schedules of specific commitments, and the need of establishing transparent, secure, effective and comprehensive information regarding entry, temporary stay and work.

**ARTICLE 3: PROVISION OF INFORMATION**

1. In the application of Article 11.10, each Party shall make publicly available, or shall ensure that its competent authorities make publicly available, information necessary for an effective application for the grant of entry, temporary stay and work in its territory of natural persons covered by this Annex. Such information shall be kept updated.
2. No later than 12 months after the date of entry into force of this Agreement, each Party shall prepare, publish or otherwise make available, explanatory material in English regarding the requirements for temporary entry of executives, managers and specialists, in such a manner as will enable business persons of the other Party to become acquainted with them.
3. Information referred to in paragraph 1 shall include in particular descriptions of:
  - (a) all categories of visas and work permits relevant to the entry, temporary stay and work of natural persons covered by this Annex;
  - (b) requirements and procedures for application for, and issuance of, first-time entry, temporary stay and, where applicable, work permits, including information on documentation required, conditions to be met and method of filing; and
  - (c) requirements and procedures for application for, and issuance of, renewed temporary stay and, where applicable, work permits.
4. Each Party shall provide the other Party with details of relevant publications or websites where information referred to in paragraph 3 is made available.

#### ARTICLE 4: WORKING GROUP

1. The Parties hereby establish a Temporary Entry Working Group, comprising representatives of each Party, including migration officials and of the contact points which shall meet, when necessary, to consider matters pertaining to this Annex.
2. The Working Group shall:
  - (a) consider the implementation and administration of this Annex;
  - (b) consider the development and adoption of common criteria and interpretations for the implementation of this Annex;
  - (c) consider the development and implementation of measures to further facilitate temporary entry of natural persons in accordance with the Party's schedule of specific commitments on a reciprocal basis; and
  - (d) consider any measures of mutual interest.

#### ARTICLE 5: CONTACT POINTS

1. Each Party shall establish Contact Points to facilitate the implementation and provide the information relating to this Annex, when reasonably requested by the Contact Point of the other Party.
2. The contact points referred to in paragraph 1 are:
  - (a) For the Republic of Colombia:

Coordinador  
Coordinación de Visas e Inmigración  
Ministerio de Relaciones Exteriores
  - (b) for the State of Israel:

Director  
Registry and Status Division Population and Migration Authority  
Ministry of Interior

or their respective successors.

#### ARTICLE 6: EXPEDITIOUS APPLICATION PROCEDURES

1. The competent authorities of each Party shall expeditiously process, taking into account necessary procedures and the relevant circumstances, applications for granting entry, temporary stay or work permits submitted by service suppliers of the other Party, in

accordance with its schedule of specific commitments, including applications for extension thereof.

2. Where the competent authorities of a Party require additional information from the applicant in order to process his or her application, they shall notify the applicant, or his or her legal representative in the territory of the Party providing the notification, without undue delay.

3. Upon request of the applicant, the competent authorities of a Party shall provide, without undue delay, information concerning the status of his or her application.

4. The competent authorities of each Party shall promptly notify the applicant for entry, temporary stay or work permit, of the outcome of his or her application, after a decision has been made. The notification shall include the approved period of stay and any other terms and conditions.

#### ARTICLE 7: TRANSPARENCY AND PROCESSING OF APPLICATIONS

1. Each Party shall establish or maintain appropriate mechanisms to respond to inquiries from interested persons regarding applications and procedures relating to the temporary entry of natural persons in accordance with the Party's schedule of specific commitments.

2. Each Party shall endeavor to, within a reasonable period of time that should not exceed a reasonable amount of days after an application requesting temporary entry is considered complete under its domestic law, inform the applicant of the decision concerning his or her application.

## ANNEX 11- C FINANCIAL SERVICES

### ARTICLE 11.1: SCOPE AND DEFINITIONS

1. This Annex applies to measures affecting the trade of financial services<sup>1</sup>.
2. For the purpose of this Annex:

**financial institution** means any financial intermediary or other enterprise that is authorized to do business and regulated or supervised as a financial institution, under the law of the Party in whose territory it is located;

**financial service** means any service of a financial nature offered by a financial service supplier of a Party. Financial services include all insurance and insurance-related services, and all banking and other financial services (excluding insurance). Financial services include the following activities:

- (a) Insurance and insurance-related services
  - (i) direct insurance (including co-insurance):
    - (A) life;
    - (B) non-life;
  - (ii) reinsurance and retrocession;
  - (iii) insurance inter-mediation, such as brokerage and agency; and
  - (iv) services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services.
- (b) Banking and other financial services (excluding insurance):
  - (i) acceptance of deposits and other repayable funds from the public;
  - (ii) lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction;
  - (iii) financial leasing;
  - (iv) all payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts;
  - (v) guarantees and commitments;

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<sup>1</sup> “trade in financial services” shall be understood in accordance with the definition contained in paragraph 2 of Article I of the General Agreement of Trade in Services (GATS)

- (vi) trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:
  - (A) money market instruments (including checks, bills, certificates of deposits);
  - (B) foreign exchange;
  - (C) derivative products including, but not limited to, futures and options;
  - (D) exchange rate and interest rate instruments, including products such as swaps, forward rate agreements;
  - (E) transferable securities;
  - (F) other negotiable instruments and financial assets, including bullion;
- (vii) participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;
- (viii) money broking;
- (ix) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;
- (x) settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;
- (xi) provision and transfer of financial information, financial data processing and related software;
- (xii) advisory, intermediation and other auxiliary financial services on all the activities listed in subparagraphs (i) through (xi) above, including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy.

**financial service supplier** means any natural or juridical person of a Party that seeks to supply or supplies financial services. The term ‘financial service supplier’ does not include a public entity.

**public entity** means:

- (a) a government, a central bank or a monetary authority of a Party, or an entity owned or controlled by a Party, that is principally engaged in carrying out governmental functions or activities for governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms;  
or

- (b) a private entity, performing functions normally performed by a central bank or monetary authority, when exercising those functions;

**self-regulatory organization** means any non-governmental body, including any securities or futures exchange or market, clearing agency or other organization or association that exercises its own or delegated regulatory or supervisory authority over financial service suppliers;

**services supplied in the exercise of governmental authority** includes the following:

- (a) activities conducted by a central bank or a monetary authority or by any other public entity in pursuit of monetary or exchange rate policies;
- (b) activities forming part of a statutory system of social security or public retirement plans; and
- (c) other activities conducted by a public entity for the account or with the guarantee or using the financial resources of the Government.

For the purposes of the definition of “services”, contained in this Chapter, if a Party allows any of the activities, referred to in subparagraphs (b) or (c) above, to be conducted by its financial service suppliers in competition with a public entity or a financial service supplier, “services” shall include such activities.

**new financial service** means a service of a financial nature, including services related to existing and new products or the manner in which a product is delivered, that is not supplied by any financial service supplier in the territory of a Party but which is supplied in the territory of the other Party.

## ARTICLE 2: CLEARANCE AND PAYMENT SYSTEMS

1. Under terms and conditions that accord national treatment, each Party shall grant to financial service suppliers of the other Party established in its territory access to the use of payment and clearing systems operated by public entities and to official funding and refinancing facilities available in the normal course of ordinary business. This paragraph is not intended to confer access to a Party’s lender of last resort facilities.

2. Where membership or participation in, or access to, any self-regulatory body, securities or futures exchange or market, clearing agency, or any other organization or association, is required by a Party in order for financial service suppliers of the other Party to supply financial services on an equal basis with financial service suppliers of the Party; or when the Party provides directly or indirectly such entities, privileges or advantages in supplying financial services, the Party shall ensure that such entities accord national treatment to financial service suppliers of the other Party resident in its territory.

## ARTICLE 3: PRUDENTIAL CARVE-OUT

1. Notwithstanding any other provisions of this Annex, a Party may adopt or maintain measures for prudential reasons including for:

- (a) the protection of investors, depositors, policy-holders, policy claimants, persons to whom a fiduciary duty is owed by a financial service supplier or any similar financial market participants;
- (b) ensuring the integrity and stability of a Party's financial system.

2. Measures referred to in paragraph 1 shall not be more burdensome than necessary to achieve their aim or constitute a disguised restriction on trade in services, and shall not discriminate against financial services or financial service suppliers of the other Party in comparison to its own like financial services or like financial service suppliers.

3. Nothing in this Agreement shall be construed to require a Party to disclose information relating to personal data the affairs and accounts of individual customers or any confidential or proprietary information in the possession of public entities.

4. Without prejudice to other means of prudential regulation of the cross-border supply of financial services, a Party may require the registration or authorization of cross-border suppliers of financial services of the other Party and of financial instruments.

#### ARTICLE 4: RECOGNITION OF PRUDENTIAL MEASURES

1. Where a Party recognizes, by agreement or arrangement, prudential measures of a non-Party in determining how the Party's measures relating to financial services shall be applied, that Party shall afford adequate opportunity for another Party to negotiate its accession to such an agreement or arrangement, or to negotiate a comparable agreement or arrangement with it, under circumstances in which there would be equivalent regulation, oversight, implementation of such regulation and, if appropriate, procedures concerning the sharing of information between the parties to the agreement or arrangement.

2. Where a Party accords such recognition autonomously, it shall afford adequate opportunity for another Party to demonstrate that such circumstances exist.

#### ARTICLE 5: DATA PROCESSING

1. Each Party shall permit a financial service supplier of the other Party to transfer information in electronic or other form, into and out of its territory, for data processing where such processing is required in the ordinary course of business of such financial service supplier.

2. Nothing in this Annex restricts the right of a Party to protect personal data, personal privacy and the confidentiality of individual records and accounts, and other information protected under Law.

#### ARTICLE 6: SPECIFIC EXCEPTIONS

1. Nothing in this Annex shall be construed to prevent a Party, including its public entities, from exclusively conducting or providing in its territory activities or services forming part of a public retirement plan or statutory system of social security, except when those activities may be carried out, as provided by the Party's domestic regulation, by financial service suppliers in competition with public entities or private institutions.
2. Nothing in this Agreement applies to activities or measures conducted or adopted by a central bank or monetary, exchange rate or credit authority or by any other public entity in pursuit of monetary and related credit or exchange rate policies.
3. Nothing in this Annex shall be construed to prevent a Party, including its public entities, from exclusively conducting or providing in its territory activities or services for the account or with the guarantee or using the financial resources of the Party, or its public entities, except when those activities may be carried out, as provided by the Party's domestic regulation, by financial service suppliers in competition with public entities or private institutions.
4. Nothing in this Annex shall be construed to prevent a Party from adopting measures that limits transfers by a financial institution or cross-border financial service supplier to, or for the benefit of, an affiliate of or person related to such institution or supplier, through the equitable, non-discriminatory, and good faith application of measures relating to maintenance of the safety, soundness, integrity, or financial responsibility of financial institutions or cross-border financial service suppliers. This paragraph does not prejudice any other provision of this Agreement that permits a Party to restrict transfers.

**ANNEX 11-D**  
**TELECOMMUNICATIONS SERVICES**

ARTICLE 1: SCOPE AND DEFINITIONS

1. This Annex applies to measures by Parties affecting trade in telecommunications services<sup>1</sup>. It shall not apply to measures relating to broadcasting or to cable distribution of radio or television programming.<sup>2</sup>

2. For the purpose of this Annex:

**a regulatory authority** means the body or bodies entrusted with any of the regulatory tasks assigned in relation to the issues mentioned in this Annex;

**essential facilities** means facilities of a public telecommunications transport network or service that:

- (a) are exclusively or predominantly provided by a single or limited number of suppliers; and
- (b) cannot feasibly be economically or technically substituted in order to supply a service;

**major supplier** means a supplier which has the ability to materially affect the terms of participation (having regard to price and supply) in the relevant market for basic telecommunications services as a result of;

- (a) control over essential facilities; or
- (b) the use of its position in the market.

**public telecommunications transport network** means the public telecommunications infrastructure which permits telecommunications between and among defined network termination points;

**public telecommunications transport service** means any telecommunications transport service required, explicitly or in effect, by a Party to be offered to the public generally. Such services may include, inter alia, telegraph, telephone, telex, and data transmission typically involving the real-time transmission of customer-supplied information between two or more points without any end-to-end change in the form of the customer's information;

**reference interconnection offer** means an interconnection offer extended by a major supplier that is sufficiently detailed to enable a supplier of a public

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1 "Trade in telecommunications services" shall be understood in accordance with the definitions contained in Article 11.2, and also includes measures in respect of the access to and use of public telecommunications networks and services.

2 "Broadcasting" shall be defined as provided for in the relevant domestic law of each Party.

telecommunications service to know the rates and conditions to obtain interconnection;

**telecommunications** means the transport of electromagnetic signals such as sound, data image and any combination thereof. The sector of telecommunications services does not cover the economic activity consisting of content provision which requires telecommunications services for its transport;

#### ARTICLE 2: COMPETITIVE SAFEGUARDS

1. Each Party shall maintain appropriate measures for the purpose of preventing suppliers who, alone or together, are a major supplier from engaging in or continuing anti-competitive practices.
2. The anti-competitive practices referred to in paragraph 1 shall include, in particular:
  - (a) engaging in anti-competitive cross-subsidization;
  - (b) using information obtained from competitors with anti-competitive results; and
  - (c) not making available to other service suppliers on a timely basis technical information about essential facilities and commercially relevant information which are necessary for them to supply services.

#### ARTICLE 3: INTERCONNECTION

1. This Article applies to linking with suppliers providing public telecommunications transport networks or services in order to allow the users of one supplier to communicate with users of another supplier and to access services supplied by another supplier.
2. Any supplier licensed to provide telecommunications services shall have rights of interconnection with other providers of publicly available telecommunications networks and services. Interconnection rates should in principle be based on cost or be based on otherwise regulated rates for the suppliers concerned.
3. An interconnection point in the network shall be subject to negotiations between service suppliers and to technical feasibility. In the event that the service suppliers encounter difficulties with said negotiations, the competent authority shall be able to intervene and rule, in accordance with the Parties' relevant regulations. Such negotiations shall ensure that interconnection agreements are concluded:
  - (a) under non-discriminatory terms, conditions (including technical standards and specifications) and rates and of a quality no less favorable than that provided for its own like services or for like services of non-affiliated service suppliers or for its subsidiaries or other affiliates; and
  - (b) in a timely fashion, on terms, conditions (including technical standards and specifications) and cost-oriented rates that are transparent, reasonable, having regard to economic feasibility, and sufficiently unbundled so that the supplier

need not pay for network components or facilities that it does not require for the services to be supplied.

4. Each Party shall ensure that suppliers of public telecommunications transport networks or services in its territory take appropriate steps to protect, *inter alia*:

- (a) the privacy of individuals in relation to the processing and dissemination of personal data;
- (b) the confidentiality of individual records; and
- (c) the confidentiality of commercially sensitive information of, or relating to, suppliers and end-users of telecommunications services. Data and information obtained by a telecommunications service supplier shall only be used for the purpose of providing those services.

5. Nothing in this Annex restricts the right of a Party to protect personal data, personal privacy and the confidentiality of individual records and accounts, and other information protected under law.

#### ARTICLE 4: UNIVERSAL SERVICE

1. Each Party has the right to define the kind of universal service obligation it wishes to have.

2. Measures by Parties governing universal service shall be transparent, objective and non-discriminatory. They shall also be neutral with respect to competition and not be more burdensome than necessary for the kind of universal service defined by the Party.

#### ARTICLE 5: LICENSING PROCEDURE

1. Where a license or a concession is required for the supply of a telecommunications service, the competent authority of a Party shall make the following publicly available:

- (a) the terms and conditions for such a license or a concession; and
- (b) the period of time normally required to reach a decision concerning an application for a license or a concession.

2. Where a license or a concession is required for the supply of a telecommunications service, and if the applicable conditions are fulfilled, the competent authority of a Party shall grant the applicant a license or a concession within a reasonable period of time after the submission of its application is considered complete under that Party's law.

3. The competent authority of a Party shall notify the applicant of the outcome of its application promptly after a decision has been taken. In case a decision is taken to deny an application for a license or a concession, the competent authority of a Party shall make known to the applicant, upon request, the reason for the denial.

#### ARTICLE 6: INDEPENDENT REGULATORY AUTHORITY

1. Each Party's regulatory authority for telecommunications services shall be separate from, and not accountable to, any supplier of basic telecommunications services.
2. Each Party shall ensure that the decisions of, and the procedures used by, its regulatory authority are impartial with respect to all market participants.

#### ARTICLE 7: SCARCE RESOURCES

1. Each Party shall ensure that its procedures for the allocation and use of scarce telecommunications resources, including frequencies, numbers and rights of way, are carried out in an objective, timely, transparent, and non-discriminatory manner. Each Party shall make publicly available the current state of allocated frequency bands, but detailed identification of frequencies allocated for specific government uses shall not be required.
2. When assigning a spectrum for non-government radio-electric telecommunications services, each Party shall endeavor to rely as a rule on market-based approaches, taking full account of public interests.

#### ARTICLE 8: RESOLUTION OF TELECOMMUNICATIONS DISPUTES

Each Party shall ensure that:

- (a) suppliers may submit a recourse to its regulatory authority or other relevant body to resolve disputes regarding major suppliers;
- (b) a supplier that has requested interconnection with a major supplier, has recourse at any time or after a reasonable publicly specified period of time to its regulatory authority to resolve disputes regarding appropriate terms, conditions and rates for interconnection with that major supplier within a reasonable timeframe; and
- (c) suppliers affected by the decisions of its regulatory authority have recourse to appeal to an independent administrative body and/or a court in accordance with the Party's law.

#### ARTICLE 9: TRANSPARENCY

In the application of Article 11.10, each Party shall ensure that relevant information on conditions affecting access to and use of public telecommunications transport networks and services is publicly available, including:

- (a) tariffs and other terms and conditions of service;

- (b) specifications of technical interfaces with such networks and services;
- (c) information on bodies responsible for the preparation and adoption of standards affecting such access and use;
- (d) conditions applying to attachment of terminal or other equipment to the public telecommunications network; and
- (e) notifications, permits, registration or licensing requirements, if any.

**ANNEX 11-E**

**SECTION 1: COLOMBIA – SCHEDULE OF SPECIFIC COMMITMENTS<sup>1</sup>**

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>SECTOR</b>	<b>MARKET ACCESS</b>	<b>NATIONAL TREATMENT</b>	<b>ADDITIONAL COMMITMENTS</b>
<b>I. HORIZONTAL COMMITMENTS</b>			
<b>ALL SECTORS INCLUDED IN THIS SCHEDULE</b>			
	(3) Foreign investment is allowed in all sectors of the economy except for investment projects in activities relating to national defense and the processing and disposal of toxic, hazardous or radioactive waste not produced in Colombia.		

<sup>1</sup> All CPC references in this Schedule are based on CPCprov

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
		<p>Unappropriated land along the Colombian coastlines and in the border regions with neighboring countries may be awarded solely to Colombians by birth. Unappropriated land thus acquired cannot be transferred to foreigners. In the islands of the San Andrés and Providencia Archipelago, the acquisition of real property by foreigners, as well as immigration and human settlements, are governed by special provisions for which all relevant reservations are established here.</p>	
	<p>(4) Unbound, except for measures affecting the entry and temporary stay of natural persons in the following categories:</p>	<p>(4) Unbound, except for the measures indicated in the market access column.</p>	
	<p><b>A. Managers</b>, legal representatives and technical specialists, with the exception of the professional services subsectors.</p>		

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p><b>B. Business visitors</b></p> <p>Legal representatives, directives or executives of foreign commercial, industrial or services enterprises, that develop activities own to entrepreneurial management related to the interests represented, such as attending partners meetings, business making, business management supervising, among other. Entry and temporary stay is authorized for a period no longer than 6 months, as long as a domicile is not established in Colombia and payment of honoraries or remuneration for its activity is not paid in Colombian territory.</p>		
	<p><b>C. Installers and maintainers</b> Entry and temporary stay and work is authorized for Technical Visitors in charge of installation and maintenance of machinery and industrial equipment and training in its use, as long as there is no remuneration for the service supplied in the Colombian territory and its staying is no longer than 45 days.</p>		

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
<b>II. SECTOR-SPECIFIC COMMITMENTS</b>			
<b>1. BUSINESS SERVICES</b>			
<b>A. PROFESSIONAL SERVICES</b>			
<p>The following limitations to Market Access apply to this sector: note 1 for Modes 1, 2, and 3 of the Attachment; for National Treatment notes 1, 2, 3, 4, 5, and 6 of the Attachment applies for Modes 1, 2, and, 3.</p>			
a) Legal services (CPC 861) Only legal advisory services in foreign legislation and international law (excludes advice and litigation in national law)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	



Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
c) Tax advisory services (CPC 863)	(1) Unbound (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) Unbound (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
d) Architectural services (CPC 8671)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
e) Engineering services (CPC 8672)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
f) Integrated engineering services (CPC 8673)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
g) Urban planning and landscape architectural services (CPC 8674)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
<b>B. COMPUTER AND RELATED SERVICES</b>			
For Mode 1 of Market Access commitments the note 1 of the Attachment applies to this sector; respecting National Treatment notes 1, 2, 3, 5, and 6 of the Attachment applies to Mode 1 commitments in this sector.			
a) Consultancy services related to the installation of computer hardware (CPC 841)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
b) Software implementation services (CPC 842)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
c) Data-processing services (CPC 843)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
d) Database services (CPC 844)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
<b>C. RESEARCH AND DEVELOPMENT SERVICES</b>			
The following limitations to National Treatment apply to this sector: respecting Mode 1 notes 1, 2, 3, 5 and 6 of the Attachment; respecting Mode 2 notes 1, 2 and 3 of the Attachment; and respecting Mode 3 notes 1, 2, 3 and 4 of the Attachment.			
a) Research and development services on physical sciences (CPC 85101)	(1) Unbound	(1) None Any foreign person planning to undertake scientific research on	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>(2) Unbound</p> <p>(3) Unbound</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>biological diversity in the territory of Colombia must involve at least one Colombian researcher in the research or analysis of the results of such research.</p> <p>(2) None. Any foreign person planning to undertake scientific research on biological diversity in the territory of Colombia must involve at least one Colombian researcher in the research or analysis of the results of such research.</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	
<p>b) Research and development services on social sciences and humanities (CPC 852)</p>	<p>(1) Unbound</p> <p>(2) Unbound</p> <p>(3) Unbound</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) Unbound</p> <p>(2) Unbound</p> <p>(3) Unbound</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	
<p>c) Interdisciplinary research and development services (CPC 853)</p>	<p>(1) Unbound</p> <p>(2) Unbound</p> <p>(3) Unbound</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) Unbound</p> <p>(2) Unbound</p> <p>(3) Unbound</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
<b>E. LEASING OR RENTAL SERVICES WITHOUT OPERATOR</b>			
For Market Access notes 1 and 2 of the Attachment apply in respect to Mode 1 for this sector; for National Treatment notes 1, 2, 3, 4, 5, and 6 of the Attachment applies in respect to Modes 1, 2, and 3 for this sector.			
c) Leasing or rental services concerning other means of transport without operator (CPC 83101+83102+83105)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
d) Leasing or rental services concerning other machinery and equipment (CPC 83106-83109)	(1) None (2) None (3) None, except as indicated in note number 1 of the Attachment (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
<b>F. OTHER BUSINESS SERVICES</b>			
For Market Access note 1 of the Attachment apply in respect to Modes 1, 2, and 3 for this sector; for National Treatment notes 1, 2, 3,4, 5, and 6 of the Attachment applies in respect to Modes 1, 2, and 3 for this sector.			
b) Market research and public opinion polling services (CPC 864)	(1) Unbound (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) Unbound (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
c) Management consulting services (CPC 865)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
d) Services related to management consulting (CPC 866)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
e) Technical testing and analysis services (CPC 8676)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
h) Services incidental to mining (CPC 883+5115)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
k) Placement and supply services of personnel (CPC 872)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
m) Related scientific and technical consulting services (CPC 8675)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
n) Equipment cleaning and repair services (CPC 633+8861-8866)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
o) Building-cleaning services (CPC 874)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) Unbound* (2) Unbound* (3) None (4) Unbound, except as indicated in the horizontal section.	
q) Packaging services (CPC 876)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
r) Printing and publishing (CPC 88442)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
<b>2 COMMUNICATION SERVICES</b>			
<p><b>C. TELECOMMUNICATIONS SERVICES</b>            The concession (contract or license) for the supply of telecommunications services is granted only to enterprises legally set up in Colombia.            The commitments in this schedule do not cover radio and television broadcasting services.            The scope of the classification definitions used in this section is based on Colombian legislation.</p>			
All sectors			
1. Basic services (For public use, exclusively facilities-based services)			
<p><b>A. Tele-services</b>            a. Local and extended local voice telephony<sup>2</sup></p>	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
b. National and international long-distance telephony	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
c. Telex services	(1) None (2) None (3) None (4) Unbound, except as indicated in the	(1) None (2) None (3) None (4) Unbound, except as indicated in the	

<sup>2</sup> "Extended local" voice telephony (departmental or regional telephony) is the service supplied by the same operator to users in a continuous geographical area consisting of adjacent municipalities, provided the area does not go outside that of the Department.

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	horizontal section.	horizontal section.	
d. Telegraph services	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
e. Cellular mobile telephone services	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
f. Personal Communications Services (PCS)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
g. Paging services	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
h. Trunking	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
B. Carrier services <sup>3</sup>	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
a. Packet-switched data transmission services	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
b. Circuit-switched data transmission services	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
c. Provision of satellite capacity, exclusively by geostationary satellite systems	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
2. Value-added telecommunications services <sup>4</sup>	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
3. For non-public use, facilities-based (Relates to the private	(1) None (2) None (3) None (4) Unbound, except as indicated in the	(1) None (2) None (3) None (4) Unbound, except as indicated in the	

<sup>3</sup> A carrier service is a service providing the necessary capacity to transmit signals between two or more specific points on the telecommunications network. This covers services through circuit- or packet-switched networks and through non-switched networks

<sup>4</sup> Value-added services are defined as those which use basic, telematic or transmission services, or any combination thereof, as a carrier and, in conjunction with them, provide the full capability for the sending or exchange of information, and which add other facilities to the carrier service or satisfy specific new telecommunication needs. These include: electronic mail, voice mail, on-line information and database retrieval, electronic data interchange, facsimile store and forward, code and/or protocol conversion, on-line data processing and information. Only services that can be differentiated from the basic services are considered value-added services.

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
telecommunications network, established by natural or legal persons for their private and exclusive use, without provision of services to third persons and without connection to the State telecommunications network or to other private telecommunications networks.)	horizontal section.	horizontal section.	
<p><b>3. CONSTRUCTION AND RELATED ENGINEERING SERVICES</b>            For Market Access note 1 of the Attachment apply in respect to Mode 3 for CPC 517, and in respect to Modes 1, 2, and 3 for CPC 518; for National Treatment notes 1, 2, 3, and 4 of the Attachment applies in respect to Modes 3 for CPC 517, and in respect to Modes 1, 2, and 3 for CPC 518.</p>			
A. Construction work for buildings (CPC 512)	(1) Unbound* (2) None (3) None (4) Unbound, except as indicated in the horizontal section	(1) Unbound* (2) None (3) None (4) Unbound, except as indicated in the horizontal section	
B. Construction work for civil engineering (CPC 513)	(1) Unbound* (2) None (3) None (4) Unbound, except as indicated in the horizontal section	(1) Unbound* (2) None (3) None (4) Unbound, except as indicated in the horizontal section	
C. Installation and assembly work (CPC 514+516)	(1) Unbound* (2) None (3) None (4) Unbound, except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound, except as indicated in the horizontal section	
D. Building completion and finishing work	(1) Unbound* (2) Unbound*	(1) Unbound* (2) Unbound*	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
(CPC 517)	(3) None (4) Unbound, except as indicated in the horizontal section	(3) None (4) Unbound, except as indicated in the horizontal section	
E. Other  Pre-erection work at construction sites (CPC 511)	(1) Unbound* (2) None (3) None (4) Unbound, except as indicated in the horizontal section	(1) Unbound* (2) None (3) None (4) Unbound, except as indicated in the horizontal section	
Renting services related to equipment for construction or demolition of buildings or civil engineering works, with operator (CPC 518)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
<p><b>5. EDUCATION SERVICES</b></p> <p>Note 1 of the Attachment applies to this sector to Market Access in Modes 1, 2 and 3. The following limitations to National Treatment apply to this sector: respecting Mode 1 notes 1, 2, 3, 5 and 6 of the Attachment; respecting Mode 2 notes 1, 2 and 3 of the Attachment; and respecting Mode 3 notes 1, 2, 3 and 4 of the Attachment.</p>			
D. Adult education services (CPC 924) For the purpose of greater clarity, Colombia understands regular education system to mean the formal education system provided for in its legislation.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
<p><b>6. ENVIRONMENTAL SERVICES</b></p> <p>These commitments do not include public services whether owned and operated or contracted out by local, regional or central government. Sewage services, refuse disposal services and sanitation and similar services must be supply by a domiciliary public service enterprise, which must be organized under the Empresas de Servicios Públicos or ESP regime, must be domiciled in Colombia and organized under Colombian law as a share company (sociedad por acciones).</p> <p>Note 1 of the Attachment applies to this sector to Market Access in Modes 1, 2 and 3.</p> <p>The following limitations to National Treatment apply to this sector: respecting Mode 1 notes 1, 2, 3, 5 and 6 of the Attachment; respecting Mode 2 notes 1, 2 and 3 of the Attachment; and respecting Mode 3 notes 1, 2, 3 and 4 of the Attachment.</p>			
<p>A. Sewage services (CPC 94010)</p>	<p>(1) Unbound*</p> <p>(2) None</p> <p>(3) None, except services established or maintained for a public purpose.</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) Unbound*</p> <p>(2) None</p> <p>(3) None</p> <p>An enterprise in which a locally organized community holds a controlling interest shall be given a preference over enterprises with otherwise equivalent bids in the granting of a concession or license for the provision of domiciliary public services to that community.</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	
<p>B. Refuse disposal services (CPC 94020)</p> <p>It excludes activities related to the processing, disposition, and disposal of toxic, hazardous, or radioactive waste not produced in Colombia.</p>	<p>(1) Unbound*</p> <p>(2) None</p> <p>(3) None, except services established or maintained for a public purpose</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) Unbound*</p> <p>(2) None</p> <p>(3) None</p> <p>An enterprise in which a locally organized community holds a controlling interest shall be given a preference over enterprises with otherwise equivalent bids in the granting of a concession or license for the provision of domiciliary public services to that community.</p> <p>4) Unbound, except as indicated</p>	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
		in the horizontal section.	
C. Sanitation and similar services (CPC 94030)	<p>(1) None, except services established or maintained for a public purpose</p> <p>(2) None</p> <p>(3) None, except services established or maintained for a public purpose.</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>An enterprise in which a locally organized community holds a controlling interest shall be given a preference over enterprises with otherwise equivalent bids in the granting of a concession or license for the provision of domiciliary public services to that community.</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	
D. Other			
Cleaning services of exhaust gases (CPC 94040)	<p>(1) None, except services established or maintained for a public purpose</p> <p>(2) None</p> <p>(3) None, except services established or maintained for a public purpose</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) None.</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
Noise abatement services (CPC 94050)	(1) None, except services established or maintained for a public purpose. (2) None (3) None, except services established or maintained for a public purpose. (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
Nature and landscape protection services (CPC 94060)	(1) None, except services established or maintained for a public purpose (2) None (3) None, except services established or maintained for a public purpose (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
Other environmental protection services (94090)	(1) None, except services established or maintained for a public purpose. (2) None (3) None, except services established or maintained for a public purpose (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
<b>7. ALL FINANCIAL SERVICES</b>			
		(3) In the disposal of State holdings in pension funds administrators, special conditions are offered exclusively to Colombian natural or legal persons.	
	(1), (2), (3) and (4) Except for reinsurance and retrocession, nothing in these commitments applies to financial services forming part of a statutory system of social security or public retirement plans.		

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>(1), (2) Except for reinsurance and retrocession: Without prejudice to other means of prudential regulation of crossborder trade in financial services, Colombia may require the authorization of cross-border financial services suppliers of another Party and of financial instruments.</p> <p>(1), (2) Except for reinsurance and retrocession: It is understood that the commitments under this schedule, the Financial Services Annex or the Services Chapter do not impose any obligation to allow non-resident financial services suppliers to do or solicit business in the territory of Colombia. Colombia may define “doing business” and “solicitation” for that purpose, provided that those definitions are not inconsistent with the definition of trade in services provided in paragraphs 1 and 2 contained in Article 11.2.</p>		

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>(3) The establishment of suppliers of financial services from abroad is only permitted in the form of:</p> <p>(a) affiliated companies,</p> <p>(b) subsidiaries, or</p> <p>(c) branches when Colombia expressly, under this schedule, reserves the right to choose how to regulate them.</p> <p>The supply of financial services must correspond to the purpose specifically authorized, which must adopt the corporate form required by Colombian legislation. Agencies of foreign financial entities may not supply financial services in Colombia.</p> <p>(3) The supply of financial services in Colombia requires prior Government authorization. Such authorization is granted in accordance with the relevant requirements in Colombian legislation and with the regulatory principles generally accepted at the international level. In particular, the authorization permitting suppliers of financial services to operate in Colombia is subject to verification by the Finance Superintendence of the character,</p>		

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	responsibility and qualifications of persons participating in the operation as owners, directors or managers. In addition, the Finance Superintendence (Superintendencia Financiera de Colombia) verifies that the applicant entities have satisfactory controls to prevent the laundering of assets and to manage risks, and that they have consolidated supervision in conformity with generally accepted principles in this respect at the international level.		
<u>All Insurance and Insurance</u>  <u>Related Services</u>			
I. Direct insurance			
(A) Life insurance	(1) Unbound  (2) Unbound (3) None, except that Colombia reserves the right to choose how to regulate the establishment of branches, including among others, their characteristics, structure, relationship to their parent company,	(1) Unbound  (2) Unbound  (3) None  (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>capital requirements, technical reserves<sup>5</sup>, and obligations regarding risk patrimony and their investments<sup>6</sup>.</p> <p>For that purpose, Colombia may require that the capital assigned to the branches of insurance companies of another Party in Colombia be effectively brought into Colombia and converted into local currency, in accordance with Colombian law.</p>		

<sup>5</sup> In accordance with Decreto 2779 of 2001, an insurance company established in Colombia may currently invest up to thirty (30) percent of the value of its portfolio that corresponds to its technical reserves in instruments issued or guaranteed by foreign entities identified in that decree, such as fixed income securities (i) issued or guaranteed by a foreign government or foreign central bank, if the sovereign debt of the country is rated as investment grade; (ii) issued or guaranteed by a multilateral credit organization; (iii) issued by foreign non-banking entities; or (iv) guaranteed or accepted by commercial banks or investment banks, but in the case of clauses (iii) and (iv), only if the issuer is located in a country the sovereign debt of which is rated as investment grade.

<sup>6</sup> Colombia may establish the following requirements, among others:

- (a) require branches to comply with the same obligations currently required or that may be required in the future of insurance companies established under Colombian law;
- (b) ensure that mechanisms exist to ensure the availability to Colombia of information pertaining to a particular insurance company of another Party from that Party's financial supervisory or regulatory authorities before permitting the establishment of a branch by that insurance company;
- (c) require an insurance company that seeks to establish through a branch to demonstrate that it fulfills the regulatory and prudential supervision requirements in its country of origin, in accordance with international practices;
- (d) require that the acts undertaken in Colombia and contracts entered into in Colombia by branches of insurance companies of another Party established in Colombia be subject to Colombian law and authorities;
- (e) issue regulations for the branches referred to in this commitments, which may relate to the following aspects of their operation, among others: the licensing regime; accounting; the responsibility of administrators; the authorized operations, including operations with the central bank; responsibility vis-à-vis local creditors;
- (f) require that any subsequent capitalization or reserve increase have the same treatment as the branch's initial capital and reserves;
- (g) require that, for the purposes of transactions between a branch established in Colombia and its parent company or other related companies, each one of these entities be considered as an independent institution and that, without prejudice to the foregoing, a financial institution of another Party be liable for the obligations contracted by its branch in Colombia;
- (h) require the owners and representatives of branches established in Colombia to comply with the solvency and moral integrity requirements established by law in Colombia that must be complied with by the shareholders of financial entities organized in Colombia; and

allow branches established in Colombia to make transfers of their net profits, provided that there is no deficit in the investment of their technical reserves that could constitute a breach of their contractual obligations, nor a deficit in their solvency margin or technical reserves that constitutes insufficient coverage from the claims rate deviation reserve and other risks that may arise in their operation, nor a deficit in other capital requirements contemplated in local regulations

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>The operations of branches of insurance companies of another Party shall be limited by the capital assigned and brought into Colombia.</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>		
(B) Non-Life insurance services	<p>(1) Unbound</p> <p>(2) Unbound</p> <p>(3) None, except that Colombia reserves the right to choose how to regulate branches establishment, including among others, their characteristics, structure, relationship to their parent company, capital requirements, technical reserves<sup>7</sup>, and obligations regarding risk patrimony and their investments<sup>8</sup></p>	<p>(1) Unbound</p> <p>(2) Unbound</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	

<sup>7</sup> In accordance with Decreto 2779 of 2001, an insurance company established in Colombia may currently invest up to thirty (30) percent of the value of its portfolio that corresponds to its technical reserves in instruments issued or guaranteed by foreign entities identified in that decree, such as fixed income securities (i) issued or guaranteed by a foreign government or foreign central bank, if the sovereign debt of the country is rated as investment grade; (ii) issued or guaranteed by a multilateral credit organization; (iii) issued by foreign non-banking entities; or (iv) guaranteed or accepted by commercial banks or investment banks, but in the case of clauses (iii) and (iv), only if the issuer is located in a country the sovereign debt of which is rated as investment grade.

<sup>8</sup> Colombia may establish the following requirements, among others:

- a) require branches to comply with the same obligations currently required or that may be required in the future of insurance companies established under Colombian law;
- b) ensure that mechanisms exist to ensure the availability to Colombia of information pertaining to a particular insurance company of another Party from that Party's financial supervisory or regulatory authorities before permitting the establishment of a branch by that insurance company;
- c) require an insurance company that seeks to establish through a branch to demonstrate that it fulfills the regulatory and prudential supervision requirements in its country of origin, in accordance with international practices;

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>For that purpose, Colombia may require that the capital assigned to the branches of insurance companies of another Party in Colombia be effectively brought into Colombia and converted into local currency, in accordance with Colombian law. The operations of branches of insurance companies of another Party shall be limited by the capital assigned and brought into Colombia.</p> <p>(4) Unbound except as indicated in the horizontal section.</p>		
(C) M.A.T	(1) None, except that Colombia may require cross-border financial service suppliers to provide information such as the aggregate value of premiums paid to them by	(1) None (2) None (3) None	

- d) require that the acts undertaken in Colombia and contracts entered into in Colombia by branches of insurance companies of another Party established in Colombia be subject to Colombian law and authorities;
- e) issue regulations for the branches referred to in this commitments, which may relate to the following aspects of their operation, among others: the licensing regime; accounting; the responsibility of administrators; the authorized operations, including operations with the central bank; responsibility vis-à-vis local creditors;
- f) require that any subsequent capitalization or reserve increase have the same treatment as the branch's initial capital and reserves;
- g) require that, for the purposes of transactions between a branch established in Colombia and its parent company or other related companies, each one of these entities be considered as an independent institution and that, without prejudice to the foregoing, a financial institution of another Party be liable for the obligations contracted by its branch in Colombia;
- h) require the owners and representatives of branches established in Colombia to comply with the solvency and moral integrity requirements established by law in Colombia that must be complied with by the shareholders of financial entities organized in Colombia; and

allow branches established in Colombia to make transfers of their net profits, provided that there is no deficit in the investment of their technical reserves that could constitute a breach of their contractual obligations, nor a deficit in their solvency margin or technical reserves that constitutes insufficient coverage from the claims rate deviation reserve and other risks that may arise in their operation, nor a deficit in other capital requirements contemplated in local regulations

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>persons resident in Colombia.</p> <p>(2) None, except for the following services:</p> <p>(a) those insurances services the purchase of which is mandatory under Colombian law; and</p> <p>(b) all insurance services, when the policy holder, insured, or beneficiary is a Colombian government ministry, department, or agency (entidad del Estado).</p> <p>(3) None, except that Colombia reserves the right to choose how to regulate branches establishment, including among others, their characteristics, structure, relationship to their parent company, capital requirements, technical reserves<sup>9</sup>, and obligations regarding risk patrimony and their investments<sup>10</sup></p>	<p>(4) Unbound, except as indicated in the horizontal section.</p>	

<sup>9</sup> In accordance with Decreto 2779 of 2001, an insurance company established in Colombia may currently invest up to thirty (30) percent of the value of its portfolio that corresponds to its technical reserves in instruments issued or guaranteed by foreign entities identified in that decree, such as fixed income securities (i) issued or guaranteed by a foreign government or foreign central bank, if the sovereign debt of the country is rated as investment grade; (ii) issued or guaranteed by a multilateral credit organization; (iii) issued by foreign non-banking entities; or (iv) guaranteed or accepted by commercial banks or investment banks, but in the case of clauses (iii) and (iv), only if the issuer is located in a country the sovereign debt of which is rated as investment grade.

<sup>10</sup> Colombia may establish the following requirements, among others:

a) require branches to comply with the same obligations currently required or that may be required in the future of insurance companies established under Colombian law;

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>For that purpose, Colombia may require that the capital assigned to the branches of insurance companies of another Party in Colombia be effectively brought into Colombia and converted into local currency, in accordance with Colombian law. The operations of branches of insurance companies of another Party shall be limited by the capital assigned and brought into Colombia.</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>		
II. Reinsurance and retrocession	(1) None	(1) None	

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- b) ensure that mechanisms exist to ensure the availability to Colombia of information pertaining to a particular insurance company of another Party from that Party's financial supervisory or regulatory authorities before permitting the establishment of a branch by that insurance company;
  - c) require an insurance company that seeks to establish through a branch to demonstrate that it fulfills the regulatory and prudential supervision requirements in its country of origin, in accordance with international practices;
  - d) require that the acts undertaken in Colombia and contracts entered into in Colombia by branches of insurance companies of another Party established in Colombia be subject to Colombian law and authorities;
  - e) issue regulations for the branches referred to in this commitments, which may relate to the following aspects of their operation, among others: the licensing regime; accounting; the responsibility of administrators; the authorized operations, including operations with the central bank; responsibility vis-à-vis local creditors;
  - f) require that any subsequent capitalization or reserve increase have the same treatment as the branch's initial capital and reserves;
  - g) require that, for the purposes of transactions between a branch established in Colombia and its parent company or other related companies, each one of these entities be considered as an independent institution and that, without prejudice to the foregoing, a financial institution of another Party be liable for the obligations contracted by its branch in Colombia;
  - h) require the owners and representatives of branches established in Colombia to comply with the solvency and moral integrity requirements established by law in Colombia that must be complied with by the shareholders of financial entities organized in Colombia; and
- allow branches established in Colombia to make transfers of their net profits, provided that there is no deficit in the investment of their technical reserves that could constitute a breach of their contractual obligations, nor a deficit in their solvency margin or technical reserves that constitutes insufficient coverage from the claims rate deviation reserve and other risks that may arise in their operation, nor a deficit in other capital requirements contemplated in local regulations

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>(2) None</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>(2) None</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	
<p>III. Insurance intermediation such as brokerage and agency</p>	<p>(1) None, except none for intermediation in respect of reinsurance and retrocession, and in respect of the insurance services indicated in paragraphs B.3 (a) (i) and (ii) of the Market Access section of the "Understanding on Commitments in Financial Services of the WTO Agreement".</p> <p>(2) None, except for the following services:</p> <ul style="list-style-type: none"> <li>(a) those insurance services the purchase of which is mandatory under Colombian law;</li> <li>(b) those insurance services the purchase of which is prohibited under Colombian law prior to purchase of insurance services described in subparagraph (a) or participation in Colombia's social security system;</li> <li>(c) all insurance services, when the policy holder, insured, or</li> </ul>	<p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	<p>beneficiary is a Colombian government ministry, department, or agency (entidad del Estado); and all types of lifetime annuities (renta vitalicia), death and disability insurance (previsionales de invalidez y sobrevivencia), and workers compensation insurance (riesgos profesionales).</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>		
<b>IV. Services auxiliary to insurance</b>			
(a) Consultancy	<p>(1) Unbound</p> <p>(2) Unbound</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) Unbound</p> <p>(2) Unbound</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	
(b) Actuarial services	<p>(1) Unbound</p> <p>(2) Unbound</p>	<p>(1) Unbound</p> <p>(2) Unbound</p>	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
	(3) None (4) Unbound, except as indicated in the horizontal section.	(3) None (4) Unbound, except as indicated in the horizontal section.	
(c) Risk assessment	(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.	(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.	
(d) Claim settlement services	(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.	(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
<u>Banking and other Financial</u>			
<u>Services (Excluding Insurance)</u>			
(xiii) Asset management, such as cash or portfolio management, all forms of collective investment management, custodial, depository and trust services, excluding pension funds management and severance payment funds management (Sociedades Administradoras de Fondos de Pensiones y Cesantias) and other assets management relating to the social security system;	(1) Unbound (2) Unbound. (3) None, excluding: (i) custodial services, unless they are related to managing a collective investment scheme; (ii) trustee services, but not excluding the holding in trust of investments by a collective investment scheme established as a trust; and (iii) Execution services, unless they are related to managing a collective investment scheme. (4) Unbound, except as indicated in the horizontal section.	(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.	
(xiv) Settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments	(1) Unbound (2) Unbound (3) None (4) Unbound except as indicated in the horizontal section.	(1) Unbound (2) Unbound (3) None (4) Unbound except as indicated in the horizontal section.	
(xv) Provision and transfer of financial information, and financial data processing and related	(1), (2) None, except: (a) Where the financial information or financial data processing of	(1) None (2) None (3) None	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
software by suppliers of other financial services	<p>this commitment involves personal data, the treatment of such personal data shall be in accordance with Colombian law regulating the protection of such data;</p> <p>(b) A trading platform, whether electronic or physical, does not fall within the range of services specified.</p> <p>(3) None.</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	(4) Unbound except as indicated in the horizontal section.	
(xvi) Advisory, intermediation and other auxiliary financial services on all the activities listed in subparagraphs (v) through (xv), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy	<p>(1), (2) None. Unbound for credit reference and analysis</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	
<p><b>9. TOURISM AND TRAVEL-RELATED SERVICES</b></p> <p>For Market Access note 1 of the Attachment apply in respect to Modes 1, 2, and 3 for this sector; for National Treatment notes 1, 2, 3,4, 5, and 6 of the Attachment applies in respect to Modes 1, 2, and 3 for this sector.</p>			
A. Hotels and restaurants (CPC 641, 642, 643)	<p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section</p>	<p>(1) None.</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound, except as indicated in the horizontal section</p>	

Modes of supply: (1) Cross-border (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

SECTOR	MARKET ACCESS	NATIONAL TREATMENT	ADDITIONAL COMMITMENTS
B. Travel agency and tour operator services (CPC 7471)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section	
C. Tourist guide services (CPC 7472)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section	
<p><b>10. RECREATIONAL, CULTURAL AND SPORTING SERVICES (other than audiovisual services)</b>            For National Treatment notes 1, 2, 3,4, 5, and 6 of the Attachment applies in respect to Modes 1, 2, and 3 for this sector.</p>			
C. Library, archive, museum and other cultural services (CPC 963)	(1) Unbound (2) Unbound (3) Unbound (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
<p><b>11. TRANSPORT SERVICES</b></p>			
C. Air transport services			
Maintenance and repair of aircraft (CPC 8868)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	

## ATTACHMENT

### LIMITATIONS APPLIED TO SECTORIAL SPECIFIC COMMITMENTS

**Note number 1:** Colombia reserves the right to adopt or maintain any measure according rights or preferences to socially or economically disadvantaged minorities and ethnic groups, including with respect to the communal lands held by ethnic groups in accordance with Art. 63 of the Constitución Política de Colombia. The ethnic groups in Colombia are: indigenous and Rom (gypsy) people, Afro-Colombian communities and the Raizal community of the Archipelago of San Andres, Providencia, and Santa Catalina.

**Note number 2:** Colombia reserves the right to adopt or maintain any measure with regard to the granting of subsidies or support to domestic services providers.

**Note number 3:** Colombia reserves the right to adopt or maintain any measure according rights or preferences to local communities with respect to the support and development of expressions relating to intangible cultural patrimony declared pursuant to Resolución No. 0168 de 2005.

**Note number 4:** If the Colombian State decides to sell all or part of its interest in an enterprise to a person other than a Colombian state enterprise or other Colombian government entity, it shall first offer such interest exclusively, and under the conditions established in Article 11 of Ley 226 de 1995, to:

- a) current, pensioned, and former employees (other than former employees terminated for just cause) of the enterprise and of other enterprises owned or controlled by the enterprise;
- b) associations of employees and former employees of the enterprise;
- c) employee unions;
- d) federations and confederations of trade unions;
- e) employee funds (“fondos de empleados”);
- f) pension and severance funds; and
- g) cooperative entities.

However, once such interest has been transferred or sold, Colombia does not reserve the right to control any subsequent transfer or other disposal of such interest.

**Note number 5:** A juridical person organized under the law of another country, and with its principal domicile in another country, must establish as a branch in Colombia in order to develop a concession obtained from the Colombian State.

**Note number 6:** Only natural or juridical persons with their main office in the free port of San Andres, Providencia, and Santa Catalina may supply services in this region.

## ANNEX 11-E

### SECTION 2: ISRAEL – SCHEDULE OF SPECIFIC COMMITMENTS<sup>1</sup>

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

Sector or Sub-sector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
<b>I. HORIZONTAL COMMITMENTS</b>			
ALL SECTORS INCLUDED IN THIS SCHEDULE		<p>(3) Registration of corporate bodies. The Companies Law 5759-1999 requires that a public corporation must have on its board at least two outside directors who must be residents of Israel and who have no business or other relationship with the company or with the holder of control of the company. Public companies whose shares are listed abroad, can appoint non-resident outside directors.</p> <p>A foreign company that maintains in Israel a place of business or an office for registration or transfer of shares is required to register as a foreign company and pay the requisite fees. A foreign partnership, i.e. one formed outside Israel, may only carry on business in Israel if it is registered with the Israel Registrar of Partnerships. In the case of a limited partnership, registration has to be sanctioned by the Minister of Justice who at his discretion may authorize or refuse registration.</p>	

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<sup>1</sup> All CPC references in this Schedule are based on CPCprov

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

Sector or Sub-sector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
	<p>(4) Presence of Natural Persons</p> <ol style="list-style-type: none"> <li>1. Unbound except that Israel shall permit, without requiring compliance with labour market tests, the temporary entry of service providers as intra-corporate transfers in the following categories:               <ol style="list-style-type: none"> <li>(a) <u>Executives</u>: persons who primarily direct the management of the organization, establish its goals and generally have a wide decision making authority;</li> <li>(b) <u>Managers</u>: persons who direct the organization or its department and are in a senior level position responsible for the service providing functions of the organization by supervising and controlling and having also authority to hire and fire personnel or recommend such and other personnel actions.</li> </ol> </li> <li>2. Unbound: Work permit will be issued in compliance with the labour market tests to those intra-corporate specialists, who possess knowledge at an advanced level of expertise or otherwise essential or proprietary to the organization's service, research equipment, techniques or management.</li> </ol>	<p>(4) Unbound except for executives and managers referred to under Market Access.</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

Sector or Sub-sector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
<b>II. SECTOR-SPECIFIC COMMITMENTS</b>			
<p>1. BUSINESS SERVICES</p> <p>A. <u>Professional Services</u></p> <p>(a) Legal services (CPC 861)</p> <p>(b) Accounting (CPC 862)</p> <p>(d) Architectural services (CPC 8671)</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound except as indicated in the horizontal section.</p> <p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound except as indicated in the horizontal section.</p> <p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) A branch of a foreign law firm may be established in Israel if it employs either at least one Israeli licensed lawyer or one foreign lawyer as defined in the Israeli Law, and subject to the conditions set forth therein.</p> <p>(4) Unbound except as indicated in the horizontal section.</p> <p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound except as indicated in the horizontal section.</p> <p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
(e) Engineering services (CPC 8672-8673)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	
(g) Urban planning (CPC 8674)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	
<b>B. <u>Computer and Related Services</u></b>			
(a) Consultancy services related to the installation of computer hardware (CPC 841)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	
(b) Software implementation services (CPC 842)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
(c), (d) Data processing and database services (CPC 8440 and 843, excluding time-sharing services (CPC 84330) insofar as it is related to telecommunications services)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	
(e) Maintenance and repair services of office machinery and equipment including computers (CPC 845)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	
<b>F. <u>Other Business Services</u></b>			
(a) Advertising (CPC 871)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
(b) Market research and public opinion (CPC 864)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	
(c) Management consulting (CPC 865-866)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	
(h) Services incidental to mining and oil-field (CPC 8830) including: <ul style="list-style-type: none"> <li>• Economic and scientific activities related to evaluation of a basin</li> <li>• Geologic, geophysical, geochemical activities and geoscientific data gathering related to the location of mineral deposits, oil and gas</li> <li>• Well drilling and testing</li> </ul>	(1) Unbound* (2) Unbound* (3) None (4) Unbound except as indicated in the horizontal section.	(1) Unbound* (2) Unbound* (3) None (4) Unbound except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
<ul style="list-style-type: none"> <li>• Mapping on water, land and transition zones through seismic or other imaging techniques</li> <li>• Geological and geophysical interpretation</li> <li>• Reservoir simulation</li> <li>• Risk analysis</li> <li>• Reserve estimation</li> <li>• Data management and analysis, including computer modeling</li> <li>• Conceptual engineering</li> <li>• Resource and facilities description</li> <li>• Screening</li> <li>• Site preparation and survey</li> <li>• Feasibility and appraisal</li> </ul>			
(k) Placement and supply services of personnel - domestic market only (CPC 872)	(1) Unbound (2) Unbound (3) None (4) Unbound except as indicated in the horizontal section.	(1) Unbound (2) Unbound (3) None (4) Unbound except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
<p>(m) Related scientific and technical consulting services (CPC 8675)</p> <p>(p) Photographic services (CPC 875)</p>	<p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p> <p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p>	<p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p> <p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p>	
<p>2. COMMUNICATION SERVICES</p> <p>A,B. <u>Postal/Courier Services</u> (CPC 75111-2 and 7512) Above 500g per addressed item</p> <p>C. <u>Telecommunication Services</u> All sub-sectors</p>	<p>(1) None (2) Unbound* (3) None (4) Unbound except as indicated in the horizontal section.</p> <p>(1),(3) Except with respect to termination of services from abroad, a service supplier must be incorporated under Israeli law and maintain his main place of business in Israel.</p>	<p>(1) None (2) Unbound* (3) None (4) Unbound except as indicated in the horizontal section</p>	<p>Regulatory Principles as contained in the Annex</p>

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

Sector or Sub-sector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
(a) Voice telephone services (CPC 7521) <ul style="list-style-type: none"> <li>(i) Public voice telephone:               <ul style="list-style-type: none"> <li>- wire-based</li> <li>- facilities based</li> <li>- local/long distance<sup>2</sup></li> </ul> </li> <li>(ii) Public voice telephone:               <ul style="list-style-type: none"> <li>- wire-based</li> <li>- facilities based</li> <li>- International</li> </ul> </li> <li>(iii) Public voice telephone:               <ul style="list-style-type: none"> <li>- facilities based</li> <li>- local/long distance</li> <li>- radio-based (cellular), including VAS supplied by mobile network operators</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>(1) None</li> <li>(2) None</li> <li>(3) Foreign holding of up to 80% is permitted.</li> <li>(4) Unbound except as indicated in horizontal section</li> </ul> <ul style="list-style-type: none"> <li>(1) None</li> <li>(2) None</li> <li>(3) 74% foreign ownership permitted in international service providers</li> <li>(4) Unbound except as indicated in horizontal section</li> </ul> <ul style="list-style-type: none"> <li>(1) None</li> <li>(2) None</li> <li>(3) Local partner required; no more than 80% of shares may be owned by a foreign entity.</li> <li>(4) Unbound except as indicated in horizontal section</li> </ul>	<ul style="list-style-type: none"> <li>(1) None</li> <li>(2) None</li> <li>(3) 75% of the members of board of directors must be Israeli citizens and residents</li> <li>(4) Unbound except as indicated in horizontal section</li> </ul> <ul style="list-style-type: none"> <li>(1) None</li> <li>(2) None</li> <li>(3) Majority of members of board of directors must be Israeli citizens and residents</li> <li>(4) Unbound except as indicated in horizontal section</li> </ul> <ul style="list-style-type: none"> <li>(1) None</li> <li>(2) None</li> <li>(3) Majority of members of board of directors must be Israeli citizens and residents</li> <li>(4) Unbound except as indicated in horizontal section</li> </ul>	

<sup>2</sup> International simple resale is not permitted.

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
<p>(iv) Non-public voice telephone: closed user groups and private networks</p> <p><i>Excess capacity may only be resold by a supplier with an appropriate license; must be point-to-point without any transmission to a third party.</i></p> <p><i>A supplier of private network services wishing to connect private locations must either obtain a public voice telephone license or use a licensed public voice telephone supplier.</i></p>	<p>(1) None.  (2) None  (3) None  (4) Unbound except as indicated in horizontal section</p>	<p>(1) None  (2) None  (3) None  (4) Unbound except as indicated in horizontal section</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
(b) Packet-switched data transmission (CPC 75231) and (c) Circuit-switched data transmission services (CPC 75231)  (f) Facsimile services (CPC 7521** + 7529**)  (g) Private-leased circuit services (CPC 75231)  (o) Other (i) Paging services (ii) Satellite services	(1) None (2) None (3) None (4) Unbound except as indicated in horizontal section	(1) None (2) None (3) None (4) Unbound except as indicated in horizontal section	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

Sector or Sub-sector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
<p>D. <u>Audio visual Services</u></p> <p>(a) Motion pictures and video-tape production (CPC 96111-2)</p> <p>Distribution of motion pictures and video-tape (CPC 96113)</p>	<p>(1) Unbound (2) None (3) None</p> <p>(4) Unbound except as indicated in the horizontal section.</p> <p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p>	<p>(1) Unbound (2) None (3) Israeli movies (25% Israeli investments) are entitled to a grant. (4) Unbound except as indicated in the horizontal section.</p> <p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

Sector or Sub-sector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
<p>4. DISTRIBUTION SERVICES</p> <p>B. <u>Wholesale Trade Service</u> Wholesale trade service of motor vehicles (CPC 61111)</p> <p>C. <u>Retailing services</u></p> <p>Retail sales of motor vehicles (CPC 61112)</p> <p>Sales of motorcycles and snow mobiles and related parts and accessories (CPC 6121)</p> <p>Retail sales of fuel oil, bottled gas, coal and wood (CPC 63297)</p>	<p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p> <p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p> <p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound except as indicated in the horizontal section.</p>	<p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p> <p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p> <p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

Sector or Sub-sector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
<p>6. ENVIRONMENTAL SERVICES</p> <p>A. <u>Sewage services</u> (CPC 9401) (Not including industrial activities)</p> <p>B. <u>Refuse disposal services</u> (CPC 9402) (Not including industrial activities)</p> <p>C. <u>Sanitation and similar services</u> (CPC 9403) (Not including industrial activities)</p> <p>D. <u>Other</u> Cleaning services of exhaust Gases (CPC 9404)</p> <p>Noise abatement services (CPC 9405) (Not including industrial activities)</p>	<p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p>	<p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p> <p>Note: The common practice in this sector is to require a local representative.</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

Sector or Sub-sector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
<p>5. FINANCIAL SERVICES</p> <p><u>General Notes:</u></p> <ol style="list-style-type: none"> <li>1. Israel accepted the obligations of Article VIII of the Articles of Agreement of the International Monetary Fund, Sections 2, 3, and 4 on September 21, 1993. Israel maintains an exchange system free of restrictions on the making of payments and transfers for current international transactions, with the exception of measures introduced for security reasons pursuant to Decision No. 144-(52/51) of the IMF, and subject to a reporting requirement to the Bank of Israel directly or through the financial intermediary.</li> <li>2. For prudential reasons within the context of paragraph 2(a) of the GATS Annex on Financial Services, Israel applies, <i>inter alia</i>, measures requiring juridical form of establishment or residence of natural persons in Israel for the supply of Financial Services.</li> <li>3. Modes of supply 1 and 2 in financial services schedules: the absence of any limitation on the ability of a resident consumer to purchase the service in the territory of another Member does not signify a commitment to allow a non-resident service supplier to solicit business or to conduct active marketing in the territory of the Member.</li> </ol>			
<p><u>All Insurance and Insurance Related Services</u></p> <p>I. Direct insurance</p> <p>(A) Life insurance including Pension fund</p>	<p>(1) None</p> <p>(2) Unbound</p> <p>(3) None</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(1) Tax benefits may be granted only for a purchase of insurance in Israel.</p> <p>(2) Unbound</p> <p>(3) None</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
(B) Non-Life insurance services	(1) Unbound (2) Unbound  (3) None (4) Unbound except as indicated in the horizontal section.	(1) Unbound (2) Compulsory car insurance must be purchased in Israel from an insurance company established in Israel and licenced by the Israeli commissioner of insurance. (3) None (4) Unbound except as indicated in the horizontal section.	
(C) M.A.T	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
II. Reinsurance and retrocession	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
III. Insurance intermediation such as brokerage and agency	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
<p>IV. Services auxiliary to insurance</p> <p>(a) Consultancy</p> <p>(b) Actuarial services</p> <p>(c) Risk assessment</p> <p>(d) Claim settlement services</p>	<p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
<p><u>Banking and other Financial Services</u> (Excluding Insurance)</p> <p>V. Acceptance of deposits and other repayable funds from the public</p> <p>VI. Lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction</p> <p>VII. Financial leasing</p>	<p>(1) Unbound (2) Unbound (3) None for banks. Unbound for non banking institutions. (4) Unbound, except as indicated in the horizontal section.</p> <p>(1), (2) Such activities may only be carried out through banking institutions licenced by the controller of foreign exchange to act as an authorized dealer. (3) None for banks. Unbound for non banking institutions. (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None for banks. Unbound for non banking institutions. (4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) Unbound (2) Unbound (3) None for banks. Unbound for non banking institutions. (4) Unbound, except as indicated in the horizontal section.</p> <p>(1), (2) Such activities may only be carried out through Banking institutions licenced by the controller of foreign exchange to act as an authorized dealer. (3) None for banks. Unbound for non banking institutions. (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None for banks. Unbound for non banking institutions. (4) Unbound, except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
VIII. All payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts	1) Unbound 2) Unbound 3) None 4) Unbound, except as indicated in the horizontal section.	1) Unbound 2) Unbound 3) None 4) Unbound, except as indicated in the horizontal section.	
IX. Guarantees and commitments	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
X. Trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:			

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
<p>(A) money market instruments (including cheques, bills, certificates of deposits, etc.)</p> <p>(B) Foreign exchange</p> <p>(E) Transferable securities</p>	<p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p> <p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p>	
<p>XI. Participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues</p>	<p>(1) Unbound (2) Unbound (3) Banks are required to carry out such activities only through subsidiaries. (4) Unbound, except as indicated in the horizontal section.</p>	<p>(1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section.</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
XIII. Asset management, such as cash or portfolio management, all forms of collective investment management, custodial, depository and trust services	(1) Unbound (2) Unbound (3) Banks are required to carry out asset management activities only through subsidiaries. With regards to all forms of collective investment management, banks may not engage, or own a company which engages, in collective investment management. (4) Unbound, except as indicated in the horizontal section.	(1) Unbound (2) Unbound (3) None  (4) Unbound, except as indicated in the horizontal section.	
XIV. Settlement and clearing services for financial assets, including securities, derivative products and other negotiable instruments	(1) Unbound (2) Unbound (3) Securities settlement and clearing services in the T.A. Stock Exchange are exclusively provided for the Stock Exchange members. (4) Unbound, except as indicated in the horizontal section.	(1) Unbound (2) Unbound (3) Securities settlement and clearing services in the T.A. Stock Exchange are exclusively provided for the Stock Exchange members. (4) Unbound, except as indicated in the horizontal section.	
XV. Provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
XVI. Advisory, intermediation and other auxiliary financial services on all the activities listed in subparagraphs (V) through (XV), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy	(1) Unbound (2) Unbound (3) Banks are forbidden to render advice on acquisitions and on corporate restructuring, and strategy (4) Unbound, except as indicated in the horizontal section.	(1) Unbound (2) Unbound (3) None  (4) Unbound, except as indicated in the horizontal section.	
9. TOURISM AND TRAVEL-RELATED SERVICES			
A. <u>Hotel Services</u> (CPC 641)	(1) Unbound* (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) Unbound* (2) None (3) None (4) Unbound except as indicated in the horizontal section.	
Food serving services (CPC 642-643)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
<p>B. <u>Travel Agencies and Tour Operators</u> (CPC 7471)</p> <p>C. <u>Tourist Guides Services</u> (CPC 7472)</p>	<p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p> <p>(1) Unbound* (2) None (3) Israeli resident or citizen. (4) Unbound except as indicated in the horizontal section.</p>	<p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section.</p> <p>(1) Unbound* (2) None (3) Israeli resident or citizen. (4) Unbound except as indicated in the horizontal section.</p>	
<p>11. TRANSPORT SERVICES</p> <p>C. <u>Air Transport Services</u></p> <p>Maintenance and repair of aircraft and parts thereof (Annex on Air Transport)</p> <p>Computer reservation systems (Annex on Air Transport)</p>	<p>(1) None (2) None (3) Physical constraints in the airport may affect the number of suppliers (4) Unbound except as indicated in the horizontal section</p> <p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p>	<p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p> <p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
<p>F. <u>Road Transport Services</u></p> <p>b. Freight Transportation Transportation of containerized freight (CPC 71233)</p> <p>Transportation of furniture (CPC 71234)</p>	<p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section</p> <p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section</p>	<p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section</p> <p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section</p>	
<p>Freight transportation by man or animal drawn vehicle (CPC 71236)</p>	<p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section</p>	<p>(1) Unbound (2) None (3) None (4) Unbound except as indicated in the horizontal section</p>	
<p>d. Maintenance and repair services of motor vehicles (CPC 6112)</p>	<p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p>	<p>(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section</p>	

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

<b>Sector or Sub-sector</b>	<b>Limitations on Market Access</b>	<b>Limitations on National Treatment</b>	<b>Additional Commitments</b>
Repair services n.e.c. of motor vehicles, trailers and semi-trailers on a fee or contract basis (CPC 8867)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section	
H. <u>Services Auxiliary to All Modes of Transport</u>  a. Cargo handling services (CPC 741)	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section	

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\* unbound due to lack of technical feasibility

## **CHAPTER 12 DISPUTE SETTLEMENT**

### **ARTICLE 12.1: OBJECTIVE**

1. The objective of this Chapter is to provide an effective and efficient dispute settlement process between the Parties regarding their rights and obligations under this Agreement.
2. The Parties shall endeavor to agree regarding the interpretation and application of this Agreement and shall make all efforts through cooperation, consultation, or other means, to reach a mutually agreed solution concerning any matter that might affect its operation.
3. A solution mutually acceptable to the Parties to a dispute and consistent with this Agreement is clearly to be preferred. In the absence of a mutually agreed solution, the first objective of this Chapter will be in general to secure the withdrawal of the measures concerned if these are found to be inconsistent with the provisions of this Agreement.

### **ARTICLE 12.2: SCOPE AND COVERAGE**

1. Unless otherwise provided in this Agreement, the provisions of this Chapter shall apply with respect to any dispute arising from the interpretation, application, fulfillment or non-fulfillment of the provisions contained in this Agreement.
2. If any Party considers that any benefit it could reasonably have expected to accrue to it under any provision of this Agreement is being nullified or impaired as a result of the application of any measure by the other Party that is not inconsistent with this Agreement, the Party may have recourse to dispute settlement under this Chapter.
3. When an Arbitral Tribunal has ruled that a provision of this Agreement has not been observed, the Party complained against shall take such measures as necessary to ensure the observance of such provision within its territory.

### **ARTICLE 12.3: MUTUALLY AGREED SOLUTION**

The Parties may reach a mutually agreed solution to a dispute under this Chapter at any time. The Parties shall jointly notify the Joint Committee of any such solution. Upon notification of the mutually agreed solution, any dispute settlement procedure under this Chapter shall be terminated.

#### ARTICLE 12.4: CONSULTATIONS

1. Any dispute with respect to any matter referred to in Article 12.2 shall, as far as possible, be settled by consultations between the Parties.
2. Any request for consultations shall be submitted in writing and shall give the reasons for the request, including identification of the measures at issue, and an indication of the legal basis of the request, including the provisions of the Agreement considered to be applicable.
3. If a request for consultation is made pursuant to paragraph 2, the Party to which the request is made shall reply to the request within 15 days after the date of its receipt and shall enter into consultations within a period of no more than 30 days after the date of receipt of the request, with a view to reaching a mutually satisfactory solution.
4. Consultations on matters of urgency, including those regarding perishable or seasonal goods shall be held within 15 days after the date of submission of the request, and shall be deemed concluded within 25 days after the date of submission of the request.
5. Consultations shall take place, unless the Parties agree otherwise, on the territory of the Party complained against.
6. The Parties shall make every effort to reach a mutually satisfactory solution to any matter through consultations. To this end, the Parties shall:
  - (a) Provide sufficient information as may be reasonably available at the stage of consultations to enable a full examination of the measure alleged to affect the implementation of the Agreement; and
  - (b) Treat as confidential any information exchanged during the consultations.

#### ARTICLE 12.5: CONCILIATION

1. The Parties may at any stage of any dispute settlement procedure under this Chapter agree to undertake conciliation. Conciliation may begin at any time and be suspended or terminated by either Party at any time.
2. All proceedings under this Article shall be confidential and without prejudice to the rights of either Party in any further proceedings under the provisions of this Chapter.

#### ARTICLE 12.6: MEDIATION

1. If consultations fail to produce a mutually acceptable solution, the Parties may, by mutual agreement, seek the services of a mediator appointed by the Joint Committee.

Any request for mediation shall be made in writing and identify the measure that has been subject of consultations, in addition to the mutually agreed terms of reference for the mediation.

2. During the mediation process the Parties shall not initiate arbitration proceedings conducted in accordance with this Chapter unless the Parties agree otherwise.
3. The Joint Committee shall appoint within 10 days of receipt of the request a mediator selected by lot from the persons included in the list referred to in Article 12.8 who is not a national of either of the Parties. The mediator shall convene a meeting with the Parties no later than 30 days after being appointed. The mediator shall receive the submissions of both Parties no later than 15 days before the meeting and issue an opinion no later than 45 days after having been appointed. The mediator's opinion may include a recommendation on steps to resolve the dispute that is consistent with this Agreement. The mediator's opinion shall be non-binding.
4. Deliberations and all information including documents submitted to the mediator shall be kept confidential and shall not be brought for the Arbitral Tribunal proceedings conducted in accordance with this Chapter, unless the Parties agree otherwise.
5. The time limits referred to in paragraph 3 may be amended, should circumstances so demand, upon mutual agreement of the Parties. Any amendment shall be notified in writing to the mediator.
6. In the event that mediation produces a mutually acceptable solution to the dispute, both Parties shall submit a notification in writing to the mediator.

ARTICLE 12.7: CHOICE OF FORUM

Disputes regarding any matter covered both by this Agreement and the WTO Agreement or any other free trade agreement to which both Parties are party may be settled in either forum selected by the complaining Party. Once dispute settlement procedures are initiated under Article 12.10 to this Agreement or under Article 6 (Establishment of Panels) of the Understanding on Rules and Procedures Governing the Settlement of Disputes contained in Annex 2 to the WTO Agreement or any other free trade agreement to which both Parties are party, the forum thus selected shall be used to the exclusion of the other.

ARTICLE 12.8: ROSTERS OF ARBITRATORS

1. Each Party shall establish within six months after the date of entry into force of this Agreement and maintain an indicative roster of individuals who are willing and able to serve as arbitrators. Each roster shall be composed of five members.

2. For the position of chair of the Arbitral Tribunal, the Parties shall establish within six months after the date of entry into force of this Agreement and maintain a roster of six individuals, who are not nationals of either Party, who shall not have their usual place of residence in either Party, and who are willing and able to serve as chair of the Arbitral Tribunal. This roster list shall be appointed by consensus.

3. The Parties may have recourse to the rosters even if the rosters are not complete.

4. Once established, the rosters shall remain in effect until the Parties constitute a new roster. The Parties may appoint a replacement where a roster member is no longer available to serve.

#### ARTICLE 12.9: QUALIFICATION OF ARBITRATORS

All arbitrators shall:

- (a) have expertise or experience in law, international trade, other matters covered by this Agreement, or in solution of disputes arising under international trade agreements;
- (b) be chosen strictly on the basis of objectivity, impartiality, reliability, and sound judgment;
- (c) be independent of, and not be affiliated with or take instructions from any Party;
- (d) be nationals of states having diplomatic relations with both Parties; and
- (e) comply with the Code of Conduct attached as Annex 12-B to this Agreement.

#### ARTICLE 12.10: REQUEST FOR THE ESTABLISHMENT OF AN ARBITRAL TRIBUNAL

1. The complaining Party may request the establishment of an Arbitral Tribunal if:
- (a) the Party complained against does not reply to the request for consultations in accordance to the time frames provided in this Chapter;
  - (b) consultations are not held within the period of 60 days after the date of receipt of the request for consultations;
  - (c) the Parties have failed to settle the dispute through consultations within 60 days after the date of receipt of the request for consultations; or
  - (d) the Parties have had recourse to mediation and no mutually acceptable solution has been reached within 15 days after the issuance of the mediator's opinion.

2. Requests for the establishment of an Arbitral Tribunal shall be made in writing to the Party complained against and to the Joint Committee. The complaining Party shall identify in its request the specific measure at issue, and shall explain how that measure constitutes a violation of the provisions of this Agreement in a manner that clearly presents the legal basis for the complaint<sup>1</sup>, including indicating the relevant provisions of this Agreement.

3. A Party shall not request the establishment of an Arbitral Tribunal to review a proposed measure.

4. The request to establish the Arbitral Tribunal referred to in this Article shall form the terms of reference of the Arbitral Tribunal unless otherwise agreed by the Parties.

#### ARTICLE 12.11: COMPOSITION OF THE ARBITRAL TRIBUNAL

1. The Parties shall apply the following procedures in establishing an Arbitral Tribunal:

- (a) the Arbitral Tribunal shall comprise three members;
- (b) within 15 days after the notification of the request for the establishment of the Arbitral Tribunal, the complaining Party shall appoint one arbitrator and the Party complained against shall appoint one arbitrator. If the complaining Party or the Party complained against fail to appoint an arbitrator within such period, an arbitrator shall be selected by lot from the indicative roster of that Party established under Article 12.8 within 3 days after expiration of said period;
- (c) the Parties shall endeavor to agree on a third arbitrator who shall serve as chair, within 15 days from the date the second arbitrator has been appointed or selected. If the Parties are unable to agree on the chair, the chair shall be selected by lot from the roster established under Article 12.8 within 3 days after expiration of said period;
- (d) each disputing Party shall endeavor to select arbitrators who have expertise or experience relevant to the subject matter of the dispute.

2. In case that a Party raises a reasoned objection against an arbitrator regarding his or her compliance with the Code of Conduct attached as Annex 12-B, the Parties shall follow the procedures provided for in rules 15 and 16 of Annex 12-A.

3. If an arbitrator is unable to participate in the proceedings, is removed or resigns, a new arbitrator shall be selected as provided for in Annex 12-A.

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<sup>1</sup> This includes an indication whether the measure constitutes a *de jure* or *de facto* violation.

#### ARTICLE 12.12: FUNCTION OF ARBITRAL TRIBUNALS

1. The function of an Arbitral Tribunal shall be to make an objective assessment of the matter before it, in accordance with the request for the establishment of an Arbitral Tribunal, including an examination of the facts of the case and their applicability and consistency with this Agreement. If the Arbitral Tribunal determines that a measure is inconsistent with a provision of this Agreement, it shall recommend that the Party complained against bring the measure into conformity with that provision.
2. The Arbitral Tribunal shall base its award on the relevant provisions of this Agreement and on the information provided during the proceedings including submissions, evidence and arguments made at the hearings.
3. The Arbitral Tribunals established under this Chapter shall interpret the provisions of this Agreement in accordance with customary rules of interpretation of public international law<sup>2</sup>. Arbitral Tribunals cannot increase or diminish the rights and obligations contained in this Agreement.

#### ARTICLE 12.13: PROCEEDINGS OF ARBITRAL TRIBUNALS

1. Unless the Parties otherwise agree, the Arbitral Tribunal shall apply the Rules of Procedure attached as Annex 12-A, that shall ensure:
  - (a) confidentiality of the proceedings and all written submissions to, and communications with, the Arbitral Tribunal;
  - (b) that the deliberations, hearings, sessions and meetings of the Arbitral Tribunal shall be held in closed sessions;
  - (c) a right to at least one hearing before the Arbitral Tribunal;
  - (d) an opportunity for each Party to provide initial and rebuttal submissions;
  - (e) the ability of the Arbitral Tribunal to seek information, technical advice and expert opinions; and
  - (f) the protection of confidential information.
2. An Arbitral Tribunal shall adopt its decisions by consensus. In the event that, an Arbitral Tribunal is unable to reach consensus, it shall adopt its decisions by majority vote.
3. The venue for the proceedings of the Arbitral Tribunal shall be decided by mutual agreement between the Parties. If the Parties are unable to reach an agreement,

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<sup>2</sup> For greater certainty interpretations of the Joint Committee pursuant to Article 13.3(d) (Functions of the Joint Committee) shall be taken into consideration by the Arbitral Tribunal.

the venue shall be Bogotá D.C. if the complaining Party is Israel and Jerusalem if the complaining Party is Colombia.

4. There shall be no ex parte communications with the Arbitral Tribunal concerning matters under its consideration.

5. The award of the Arbitral Tribunal shall be set out in a written report issued to the Parties. The award shall include the findings and reasoning thereof, recommendations and/or rulings, as the case may be, and shall exclude payment of monetary compensation.

6. The Arbitral Tribunal shall allow the Parties 14 days to review the draft of the original award prior to its finalization and shall include a discussion of any comments by the Parties in its original award.

7. The Arbitral Tribunal shall issue to the Parties its original award on the dispute referred to it within 90 days after its establishment. When the Arbitral Tribunal considers that it cannot issue its original award within 90 days, it shall inform the Parties in writing of the reasons for the delay and shall indicate the estimated period of time within which it will issue its award. Under no circumstances shall the award be issued later than 120 days after the date of establishment of the Arbitral Tribunal.

8. In cases of urgency, including those involving perishable or seasonal goods, the Arbitral Tribunal shall make every effort to issue its original award within 45 days from the date of its establishment. Under no circumstances shall the award be issued later than 75 days after the establishment of the Arbitral Tribunal. The Arbitral Tribunal shall give a preliminary ruling within 10 days of its establishment, on whether it deems the case to be urgent.

9. The award shall be final and binding on the Parties.

10. Unless otherwise agreed by the Parties, the award of the Arbitral Tribunal may be made publically available within 10 days after it is issued to the Parties, subject to the protection of confidential information.

#### ARTICLE 12.14: SUSPENSION AND TERMINATION OF PROCEEDINGS

1. Where the Parties agree, the Arbitral Tribunal may suspend its work at any time for a period not exceeding 12 months from the date of such agreement. If the work of the Arbitral Tribunal has been suspended for more than 12 months, the authority for establishment of the tribunal shall lapse unless the Parties agree otherwise.

2. The Parties may agree to terminate the proceedings of an Arbitral Tribunal established under this Chapter, in the event that a mutually satisfactory solution to the dispute has been found.

3. Suspension or termination of the proceedings shall not prejudice the right of the Parties to request the establishment of an Arbitral Tribunal on the same measure at a later time.

4. Before the Arbitral Tribunal issues its award, it may at any stage of the proceedings propose to the Parties that the dispute be settled amicably.

#### ARTICLE 12.15: IMPLEMENTATION OF THE AWARD AND COMPENSATION

1. The Party complained against shall take all necessary measures to comply with the award of the Arbitral Tribunal without undue delay.

2. Within 30 days from the issuance of the award, the Party complained against shall notify the complaining Party of the following:

(a) the measures it intends to implement in order to comply with the award; and

(b) the period of time required to comply with the award.

3. In case of disagreements between the Parties on the proposed period of time for compliance pursuant to paragraph 2(b), the complaining Party may request the original Arbitral Tribunal, which issued the original award (hereinafter referred to as “original Arbitral Tribunal”), to establish the reasonable time period to comply with the award. The Arbitral Tribunal shall issue its award within 40 days from the submission of the request.

4. In case the original Arbitral Tribunal, or any of its members, is not available, the procedures established in Article 12.10 shall apply. The award shall be issued within 45 days from the date of establishment of the new Arbitral Tribunal.

5. In arbitral proceedings pursuant to paragraphs 3 or 4 of this Article, a guideline for the Arbitral Tribunal should be that the reasonable period of time to implement the award should not exceed 15 months from the date on which the award was issued.

6. Before the end of the period of time for compliance with the award, the Party complained against shall notify the other Party of the implementing measures that it has adopted in order to comply with the award.

7. If the Party complained against considers it impracticable to comply with the award, it may notify the complaining Party thereof, within 30 days from the issuance of the award, and offer compensation. Such compensation agreed upon by the Parties, shall be temporary and shall be provided until the Party complained against complies with the award.

8. If no agreement on compensation is reached within 15 days after such an offer is notified, the Party complained against shall comply with the award.

ARTICLE 12.16: NON-IMPLEMENTATION AND SUSPENSION OF BENEFITS

1. If the Party complained against:
  - (a) fails to comply with an award within the period of time for compliance pursuant to Article 12.15; or
  - (b) fails to comply with an agreement on compensation pursuant to Article 12.15.7; or
  - (c) fails to comply with a decision pursuant to Article 12.17.1(a) and Article 12.17.2;

the complaining Party shall be entitled to suspend benefits under this Agreement equivalent to those affected by the measure the Arbitral Tribunal has found to violate this Agreement, subject to the following paragraphs.

2. The suspension of benefits shall not be applied during the course of the proceedings initiated pursuant to Article 12.17.1(a).

3. The complaining Party shall notify the Party complained against and the Joint Committee of the benefits which it intends to suspend, the grounds for such suspension and the date on which the suspension will take effect, no later than 45 days before such date.

4. In considering which benefits to suspend under paragraph 1, the complaining Party should first seek to suspend the application of benefits in the same sector or sectors as those affected by the measure or other matter that the Arbitral Tribunal has found to be inconsistent with this Agreement or to have caused nullification or impairment. In case the complaining Party considers that it is impracticable or ineffective to suspend benefits in the same sector or sectors, it may suspend benefits in other sectors.

5. The suspension of benefits shall be temporary and be applied by the complaining Party, only:

- (a) until the measure found to violate this Agreement has been withdrawn or amended so as to comply with the original award and with the provisions of this Agreement; or
- (b) until an Arbitral Tribunal decides that the compliance measure is compatible with the award and with the provisions of this Agreement; or
- (c) until the Parties have otherwise settled the dispute.

In these cases the suspension of benefits shall be terminated in accordance with the procedures set forth in paragraph 6.

6. To terminate a suspension of benefits, the Party complained against shall notify the complaining Party of any measure adopted to comply with the original award and the provisions of this Agreement or of its compliance with the agreement on compensation. Such notification shall be accompanied by a request to terminate the suspension of benefits.

- (a) In the event of disagreement between the Parties with respect to the existence or conformity of the notified measure with this Agreement and the original award or in the event of a disagreement as to the compliance with the agreement on compensation, within 60 days from the date of the notification, either Party may refer the matter under Article 12.17.1(a) to the original Arbitral Tribunal to determine consistency of such measure with this Agreement and the original award or to determine compliance with the agreement on compensation. If pursuant to Article 12.17.1(a), the Arbitral Tribunal determines that the notified measure is consistent with the Agreement and the original award or determines there has been compliance with the agreement on compensation, the suspension of benefits shall be terminated.
- (b) In the event there is no disagreement between the Parties as to the conformity of the notified measure with this Agreement and the original award or as to the compliance with the agreement on compensation, the suspension of benefits shall be terminated within 30 days from the date of such notification.
- (c) In the case that the Parties have settled a dispute, the suspension of benefits shall be terminated on the date agreed to by the Parties.

#### ARTICLE 12.17: REVIEW OF COMPLIANCE AND REVIEW OF SUSPENSION OF BENEFITS

1. In case of disagreement between the Parties with respect to:

- (a) the existence or conformity with the provisions of this Agreement and the original award of measures taken by the Party complained against to comply with this Agreement and the original award or with respect to compliance with the agreement on compensation; and/or
- (b) whether the level of benefits that the complaining Party has proposed to suspend or has suspended pursuant to Article 12.16 is manifestly excessive,

either Party may refer the matter to the original Arbitral Tribunal.

2. An Arbitral Tribunal under paragraph 1 shall issue its award within 30 days after the matter has been referred to it where the request concerns either paragraph 1(a) or 1(b) only, and within 50 days, where the request concerns both paragraphs.

3. In case the original Arbitration Tribunal, or any of its members, is not available, the procedures established in Article 12.10 shall apply. The award shall be issued within the period provided for in paragraph 2, from the date of establishment of the new Arbitral Tribunal.

#### ARTICLE 12.18: TIME FRAMES

All time frames stipulated in this Chapter may be reduced, waived or extended by mutual agreement of the Parties

#### ARTICLE 12.19: REMUNERATION AND EXPENSES

The remuneration and expenses of the Arbitral Tribunal shall be borne in equal parts by the Parties in accordance with Annex 12-A. All other expenses not specified in Annex 12-A shall be borne by the Party incurring those expenses.

#### ARTICLE 12.20: REQUEST FOR CLARIFICATION OF AN AWARD

1. Within 10 days after the issuance of an award, a Party may submit a written request to the Arbitral Tribunal for clarification of any determinations or recommendations in the award that the Party considers ambiguous. The Arbitral Tribunal shall respond to the request within 10 days after the presentation of such request.

2. The submission of a request pursuant to paragraph 1 shall not affect the time periods referred to in Article 12.15 and Article 12.16 unless the Arbitral Tribunal decides otherwise.

**ANNEX 12-A**  
**RULES OF PROCEDURE**  
**FOR ARBITRAL TRIBUNAL PROCEEDINGS**

*Application*

1. The following rules of procedure are established under Article 12.13 and shall apply to Arbitral Tribunal proceedings under this Chapter unless the Parties otherwise agree.

*Definitions*

2. For purposes of this Annex:

**adviser** means a person retained by a Party to advise or assist that Party in connection with the Arbitral Tribunal proceeding;

**Arbitral Tribunal** means an Arbitral Tribunal established under Article 12.10;

**arbitrator** means a member of an Arbitral Tribunal established under Article 12.10;

**assistant** means a person who, under the terms of appointment of an arbitrator, conducts research or provides other professional or administrative support to any arbitrator;

**Chapter** means Chapter 12;

**complaining Party** means a Party that requests the establishment of an Arbitral Tribunal;

**expert** means a person or group that provides information, technical advice or expert opinion to an Arbitral Tribunal;

**holiday** means every Friday, Saturday and Sunday and any other day designated by a Party as an official holiday;

**Party complained against** means a Party that receives the request for the establishment of an Arbitral Tribunal;

**proceedings** means an Arbitral Tribunal proceeding;

**representative of a Party** means an employee or any person appointed by a government department or agency or any other public entity of a Party; and

**staff** means persons under the direction and control of the arbitrator, or of the Arbitral Tribunal, other than assistants.

### *Composition of the Arbitral Tribunal*

3. On the selection of a candidate to serve as an arbitrator, the complaining Party shall promptly inform the appointed candidate of the candidate's appointment as an arbitrator. The appointed candidate shall inform the Parties in writing of his or her acceptance of such appointment within five days after the candidate was informed of its appointment. If the appointed candidate fails to communicate its acceptance, within the said period, to the Parties, such appointed candidate shall be deemed not to accept the appointment.

4. The appointed candidate shall complete and provide the Undertaking Form attached to Annex 12-B to the Parties together with its written acceptance to serve on an Arbitral Tribunal.

5. Pursuant to the circumstances described in Article 12.11.3, a replacement to an arbitrator shall be selected as expeditiously as possible in accordance with the selection procedure under Article 12.11.1. Any time period applicable to the proceeding shall be suspended until the date the replacement is selected.

### *Written Submissions and Other Documents*

6. The Parties and the Arbitral Tribunal shall deliver any written submission, request, notification or other document by delivery against receipt, registered post, courier, facsimile transmission, e-mail or any other means of telecommunication that provides a record of the sending thereof. Where a Party or an Arbitral Tribunal delivers physical copies of written submissions or any other documents related to the panel proceeding, it shall deliver at the same time an electronic version of such submissions or documents.

7. The Parties shall deliver simultaneously a copy of their written submissions and any other document to the other Party and to each one of the arbitrators.

8. At any time a Party may correct minor errors of a clerical nature in any written submission, request, notification or other document related to the proceedings by delivery of a new document clearly indicating the changes.

9. Written submissions, requests, notifications or other documents of all types shall be deemed to be received, on the date upon which the electronic version of them is received.

10. The deadlines are counted from the day following the date of the receipt of such submission or documents.

11. When a term referred to in this Chapter or in this Annex begins or ends on a holiday observed by a Party or on any other day on which the government offices of that Party are closed by order of the government or by force majeure, it shall be regarded as having begun or ended on the next business day. The Parties shall exchange a list of dates of their official holidays for the following year on the first Monday of every December.

### *Burden of Proof*

12. A Party asserting that a measure of the other Party is inconsistent with the provisions of this Agreement, or that the other Party has otherwise failed to fulfill its obligations under this Agreement, or that a benefit the Party could reasonably have expected to accrue to it under this Agreement is being nullified or impaired, shall have the burden of proving its assertions.

13. A Party complained against asserting that a measure is subject to an exception under this Agreement shall have the burden of proving that the exception applies.

### *Commencing the Arbitration*

14. Unless the Parties agree otherwise, the Arbitral Tribunal within seven days from its establishment shall contact the Parties in order to determine procedural matters that the Parties or the Arbitral Tribunal deem appropriate.

### *Reasoned objection against an arbitrator*

15. Where a Party raises a reasoned objection against an arbitrator or a chair regarding his or her compliance with the Code of Conduct, it shall send a written notice to the other Party providing its reasons based on clear evidence regarding the violation of the Code of Conduct.

16. The Parties shall consult on the matter and come to a conclusion within seven days from receipt of such notice:

- (a) if the Parties agree, that there exists proof of a violation of the Code of Conduct, they shall remove that arbitrator or chair and select a replacement in accordance with Article 12.11.1;
- (b) if the Parties fail to agree that there exists proof of a violation of the Code of Conduct by an arbitrator, either Party may request the chair of the Arbitral Tribunal to consider and settle this matter. If the challenge is being raised against the chair of the Arbitral Tribunal, the matter shall be considered by the other two arbitrators. If no agreement is reached between the two arbitrators, the chair shall be removed. The decision adopted pursuant to this rule is definitive. The selection of the new arbitrator or chair shall be done in accordance with Article 12.11.

### *Initial Submissions and Counter-Submissions*

17. The complaining Party shall deliver its initial written submission to the Party complained against and to each of the arbitrators, no later than 15 days after the date of establishment of the Arbitral Tribunal.

18. The initial written submission shall contain the following:

- (a) designated authorized representative;
- (b) service address, telephone and facsimile numbers, and e-mail addresses to which communications arising in the course of the proceeding shall be sent;
- (c) summary of the relevant facts and circumstances;
- (d) state clearly the Party's claim, including identification of the measures at issue, the relevant provisions of this Agreement, an indication of the legal basis for the complaint, and a request for an award;
- (e) supporting evidence, including information, technical advice or expert opinion, and specify any other evidence which cannot be produced at the time of the submission, but will be presented to the Arbitral Tribunal before or during the first hearing;
- (f) date and signature.

19. The Party complained against shall subsequently deliver its written counter-submission to the complaining Party and to each of the arbitrators, no later than 30 days after the date of receipt of the initial written submission.

20. The counter-submission shall contain the following:

- (a) designated authorized representative;
- (b) service address, telephone and facsimile numbers and e-mail addresses to which communications arising in the course of the proceeding shall be sent;
- (c) facts and arguments upon which its defense is based;
- (d) supporting evidence, including information, technical advice or expert opinion, and specify any other evidence which cannot be produced at the time of the submission, but will be presented to the Arbitral Tribunal before or during the first hearing;
- (e) date and signature.

#### *Operation of Arbitral Tribunals*

21. The chair of the Arbitral Tribunal shall preside at all its meetings.

22. Unless provided otherwise in these rules, the Arbitral Tribunal may conduct its activities by any appropriate means, including technological means such as telephone, computer connections or video-conference, provided that the right of a Party to effectively participate in the proceedings is maintained.

23. The arbitration tribunal shall record minutes of the meetings held during each

proceeding, which shall be kept in the files of the dispute.

24. Only arbitrators may take part in the deliberations of the Arbitral Tribunal. The Arbitral Tribunal may permit assistants, interpreters, translators, or stenographers to be present during such deliberations.

25. The Arbitral Tribunal in consultation with the Parties, may employ,

- (a) an assistant, interpreter, translator and stenographer as it requires to carry out its functions; and
- (b) an additional reasonable number of such persons as it deems necessary for the proceeding.

26. Where a procedural question arises that is not covered by these rules, the Arbitral Tribunal, after consulting the Parties, may adopt an appropriate procedure that is consistent with this Agreement.

27. The Arbitral Tribunal, upon mutual agreement of the Parties, may modify a time-period applicable to the proceedings and make other procedural or administrative adjustments as may be required during the proceeding.

*Information, technical advice and expert opinions*

28. On request of a Party, or on its own initiative, the Arbitral Tribunal may seek information, technical advice or expert opinions from any person or body that it deems appropriate, subject to rules 28 to 35, and to such additional terms and conditions as the Parties may agree.

29. Before the Arbitral Tribunal seeks information, technical advice or expert opinions, pursuant to rule 28, it shall notify the Parties of its intention to seek information, technical advice or expert opinions, provide them with an adequate period of time to submit comments, and take into consideration these comments.

30. In the notification mentioned in rule 29, the Arbitral Tribunal shall provide duly justified reasons for seeking information, technical advice or expert opinions and identify the individual or body from whom/which the information, technical advice or expert opinion is sought.

31. The Arbitral Tribunal shall only seek information, technical advice or expert opinions relating to the factual or legal issues before it.

32. The Arbitral Tribunal shall provide the Parties with a copy of any information, technical advice or expert opinion received under rule 28 and provide them with an adequate period of time to submit comments.

33. When the Arbitral Tribunal takes into consideration information, technical advice or expert opinions, received under rule 28 for the preparation of its award, it shall also take into

consideration comments or observations submitted by the Parties with respect to such information, technical advice or expert opinion.

34. The Arbitral Tribunal shall set a reasonable time limit for the submission of the information, technical advice or expert opinions requested pursuant to rule 28, which shall not exceed 45 days, unless otherwise agreed by the Parties.

35. When a request is made to seek information, technical advice or expert opinions under rule 28, an Arbitral Tribunal may suspend any time limit applicable to the proceedings until the date the information, the technical advice or expert opinion is received by the Arbitral Tribunal.

### *Confidentiality*

36. All documentation, decisions and proceedings linked to the procedure established in this Chapter, as well as meetings, hearings, deliberations and sessions of the Arbitral Tribunal, shall be confidential, except for the award of the Arbitral Tribunal. Nevertheless, the award shall not include any information submitted by the Parties to the Arbitral Tribunal which any of them designates as confidential.

37. The Parties shall take all reasonable steps to ensure that their representatives, advisers and any person or body that has access to the proceedings on their behalf, maintain the confidentiality of all documentation, decisions and proceedings linked to the procedure established in this Chapter, as well as meetings, hearings, and sessions of the Arbitral Tribunal, except for the award of the Arbitral Tribunal.

38. Nothing in these Rules of Procedure shall preclude a Party from disclosing statements of its own positions to the public.

### *Hearings*

39. Each Party shall have a right to at least one hearing before the Arbitral Tribunal. The Arbitral Tribunal may convene additional hearings if the Parties so agree.

40. The Party complained against shall be in charge of the logistical administration of the hearings, particularly the venue, the assistance of interpreters and other staff necessary, unless otherwise agreed by the Parties.

41. The chair shall fix the date and time of the hearings in consultation with the Parties and the other arbitrators, and then notify the Parties in writing of those dates and times, no later than 15 days prior to the hearings.

42. All arbitrators shall be present during the entirety of all hearings.

43. Hearings shall be held in closed sessions. Nevertheless, the following persons may attend the hearings:

- (a) representatives;

- (b) advisers;
- (c) staff and translators;
- (d) assistants; and
- (e) court stenographers.

Only the representatives and advisers may address the Arbitral Tribunal.

44. No later than five days before the date of a hearing, each Party shall deliver a list of the names of those persons who will make oral arguments or presentations at the hearing on behalf of that Party and of other representatives or advisers who will be attending the hearing.

45. Each hearing shall be conducted by the Arbitral Tribunal in a manner that ensures that the complaining Party and the Party complained against are afforded equal time for arguments, rebuttals and counter-rebuttals.

46. The Arbitral Tribunal may direct questions to either Party at any time during the hearing.

47. The Arbitral Tribunal shall arrange for a transcript of each hearing to be prepared and shall, as soon as possible, deliver a copy to each Party.

48. Each Party may deliver a supplementary written submission concerning any matter that arose during the hearing within 10 days from the date of the conclusion of the hearing.

#### *Evidence*

49. The Parties shall provide all evidence as soon as possible, and preferably with the initial submission and the counter-submission, but no later than during the course of the first hearing, except with respect to evidence related to rebuttals, answers to questions and comments on answers provided by the other Party. Exceptions to this procedure shall be granted upon a showing of good cause. In such cases, the other Party shall be granted a period of time for comment, as the Arbitral Tribunal deems appropriate, on newly submitted evidence.

50. All the evidence submitted by the Parties shall be kept in the files of the dispute to be maintained by the chair of the Arbitral Tribunal.

51. In case the Parties so request, the Arbitral Tribunal shall hear witnesses or experts, in the presence of the Parties, during the hearings.

#### *Questions in Writing*

52. The Arbitral Tribunal may at any time during the proceedings address questions in writing to one or both Parties and set a time-limit for submission of the responses. The Parties shall receive a copy of any question put by the Arbitral Tribunal.

53. A Party shall submit its response to the Arbitral Tribunal in writing and shall provide a copy of its response to the other Party. A Party shall be given the opportunity to provide written comments on the other Party's response within 10 days after the date of receipt thereof.

54. Whenever a Party fails to submit in due time its initial written submission, is absent from a scheduled hearing or in any other way breaches the procedures without good and sufficient cause, the Arbitral Tribunal shall, upon assessment of the aforesaid circumstances, decide on their effect on the future course of the proceedings.

#### *Arbitral Award*

55. The arbitral award shall contain the following details, in addition to the elements provided in Article 12.13.5 and any other element as the Arbitral Tribunal may consider appropriate:

- (a) the Parties to the dispute;
- (b) the name of each of the arbitrators and the date of establishment of the arbitration tribunal;
- (c) the names of the representatives of the Parties;
- (d) the measures subject to the proceedings;
- (e) a report on the development of the arbitration procedure, including a summary of the arguments of each of the Parties;
- (f) the decision reached, indicating its factual and legal grounds;
- (g) the date and place of issuance;
- (h) the signature of all the arbitrators.

#### *"Ex parte" Contacts*

56. The Arbitral Tribunal shall not meet or contact a Party in the absence of the other Party.

57. No arbitrator may discuss any aspect of the subject matter of the proceedings with one or both Parties in the absence of the other arbitrators.

#### *Language*

58. All proceedings shall be conducted in the English language.

59. Any document submitted for use in any proceedings shall be in the English language. If any original document is not in the English language, the Party submitting such document shall provide an English translation thereof.

#### *Compliance and Suspension of Benefits*

60. These rules shall apply to proceedings established under Article 12.17 except for the following:

- (a) the Party that requests the establishment of the Arbitral Tribunal shall deliver its initial written submission to the other Party and each of the arbitrators within five days after the date of the establishment of the Arbitral Tribunal;
- (b) the responding Party shall deliver its written counter-submission within 10 days after the date of delivery of the initial written submission;
- (c) the Arbitral Tribunal shall fix the time limit for delivering any further written submissions; and
- (d) unless the Parties disagree, the Arbitral Tribunal may decide not to convene a hearing.

61. The time-periods provided in rule 60 shall be doubled whenever the request for establishment of an Arbitral Tribunal pursuant to Article 12.17.1 concerns both subparagraphs (a) and (b) of the said Article.

#### *Cases of Urgency*

62. In cases of urgency, referred to in Article 12.13.8, the Arbitral Tribunal shall, after consulting the Parties, modify the time-limits referred to in these rules as appropriate and shall notify the Parties of any such adjustments.

#### *Remuneration and Payment of Expenses*

63. The remuneration of arbitrators, their assistants, and experts shall be determined by the Joint Committee.

64. Unless the Parties otherwise agree, the expenses of the Arbitral Tribunal, the remuneration of the arbitrators and their assistants, their travel and lodging expenses, remuneration of the experts and all general expenses customarily incurred by the routine functioning of the Arbitral Tribunal shall be borne in equal shares between the Parties.

65. Each arbitrator, assistant and expert shall keep a record and render a final account to the Parties of his or her time sheet and expenses and the Arbitral Tribunal shall keep a record and render a final account to the Parties of all general expenses.

**ANNEX 12-B  
CODE OF CONDUCT**

*Definitions*

1. For the purposes of this Annex:

**adviser** means a person retained by a Party to advise or assist that Party in connection with the Arbitral Tribunal proceeding;

**Arbitral Tribunal** means an Arbitral Tribunal established under Article 12.10;

**arbitrator** means a member of an Arbitral Tribunal established under Article 12.10;

**assistant** means a person who, under the terms of appointment of an arbitrator, conducts research or provides other professional or administrative support to any arbitrator;

**candidate** means:

- (a) a person whose name appears in the list established pursuant to Article 12.8; or
- (b) a person who is under consideration for appointment as an arbitrator, conciliator, mediator, or expert;

**Chapter** means Chapter 12;

**expert** means a person or group that provides information, technical advice or expert opinion to an Arbitral Tribunal pursuant to rules 28 through 35 of Annex 12-A;

**family members** means:

- (a) the spouse of the arbitrator or candidate;
- (b) the following relatives of the arbitrator or candidate: parents, grandparents, great grandparents, children, grandchildren great grandchildren, brothers, sisters, nephews, nieces, uncles, aunts, first cousins, great uncles and great aunts or the spouse of such persons; and
- (c) the following relatives of the spouse of the arbitrator or candidate: parents, grandparents, brothers, sisters, children and grandchildren;

**proceedings** means an Arbitral Tribunal proceeding;

**staff** means persons under the direction and control of the arbitrator, or of the Arbitral Tribunal, other than assistants.

*Responsibilities of Arbitrators*

2. An arbitrator shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests and shall observe high standards of conduct so that the integrity and impartiality of dispute settlement under this Agreement are preserved. A former arbitrator shall observe the duties established in this Annex, *mutatis mutandis*.

#### *Disclosure Obligations*

3. Prior to confirmation of his or her appointment as an arbitrator under this Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters. The candidate shall disclose such interests, relationships and matters by completing and providing the Undertaking Form attached to this Annex to the Joint Committee for consideration by the Parties.

4. Pursuant to the obligation provided in paragraph 3, candidates shall disclose, *inter alia*, the following interests, relationships and matters:

- (a) any direct or indirect financial, business, property, professional or personal interest, past or existing, of the candidate:
  - (i) in the proceeding or in its outcome; and
  - (ii) in an administrative, arbitral or court proceeding or another tribunal or committee proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;
- (b) any direct or indirect financial, business, property, professional or personal interest, past or existing, of the candidate's employer, partner, business associate or family member:
  - (i) in the proceeding or in its outcome; and
  - (ii) in an administrative, arbitral or court proceeding or another tribunal or committee proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;
- (c) any past or existing financial, business, professional, family or social relationship with a person or entity that has an interest in the proceeding, or the Party's counsel, representative or adviser, or any such relationship involving a candidate's employer, partner, business associate or family member; and
- (d) public advocacy, including statements of personal opinion, or legal or other representation concerning an issue in dispute in the proceeding or involving the same type of goods, services, investments, or government procurement.

5. Once appointed, an arbitrator shall continue to make all reasonable efforts to become aware of any interests, relationships and matters referred to in paragraphs 3 and 4 and shall disclose them by communicating them in writing to the Joint Committee for consideration by the Parties. The obligation to disclose is a continuing duty, which requires an arbitrator to disclose any such interests, relationships and matters that may arise during any stage of the proceeding.

6. This Annex does not determine whether or under what circumstances the Parties will disqualify a candidate or an arbitrator from being appointed to or serving as a member of an arbitral tribunal, on the basis of disclosures made.

#### *Performance of Duties by Arbitrators*

7. In addition to this Annex, an arbitrator shall comply with the provisions of this Chapter and Annex 12-A.

8. Upon selection, an arbitrator shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding with fairness and diligence.

9. An arbitrator shall consider only those issues raised in the proceeding and necessary to rendering an award or a decision and shall not delegate any of his or her duties to any other person.

10. An arbitrator shall take all appropriate steps to ensure that his or her assistants and staff are aware of, and comply with this Annex, *mutatis mutandis*.

11. An arbitrator shall not engage in *ex parte* communications concerning the proceeding.

12. An arbitrator shall not communicate matters concerning actual or potential violations of this Annex unless the communication is to both Parties or is necessary to ascertain from a third party whether that arbitrator has violated or may violate this Annex.

#### *Independence and Impartiality of Arbitrators*

13. An arbitrator shall be independent and impartial. An arbitrator shall act in a fair manner and shall avoid creating an appearance of impropriety or bias.

14. An arbitrator shall not be influenced by self-interest, outside pressure, political considerations, public clamor, loyalty to a Party or fear of criticism.

15. An arbitrator shall not, directly or indirectly, incur any obligation or accept any benefit that might in any way interfere, or appear to interfere, with the proper performance of the arbitrator's duties.

16. An arbitrator shall not use his or her involvement in the proceeding to advance any personal or private interests. An arbitrator shall avoid conduct that may create the impression that others are in a special position to influence him or her.

17. An arbitrator shall not allow past or existing financial, business, professional, family or social relationships to influence his or her conduct or judgment.

18. An arbitrator shall avoid entering into any relationship, including a financial, business, professional or personal relationship, that is likely to affect his or her impartiality or that might reasonably create an appearance of impropriety or bias.

19. An arbitrator shall exercise his or her position without accepting or seeking instructions from any international, governmental or non-governmental organization or any private source, and shall not have been involved in any previous stage of the dispute assigned to him or her, unless otherwise agreed by the Parties.

20. An arbitrator or former arbitrator shall avoid actions that may create the appearance that he or she was biased in carrying out his or her duties or would benefit from the award or decision of the Arbitral Tribunal.

#### *Maintenance of Confidentiality*

21. An arbitrator or former arbitrator shall not at any time disclose or use information not in the public domain concerning the proceedings or acquired during the proceedings, including the Arbitral Tribunal's deliberations or any arbitrator's view, except for the purposes of the proceedings or except as required by law. In case such disclosure is required by law the arbitrator shall provide sufficient advance notice to the Parties and the disclosure shall not be broader than necessary to satisfy the legitimate purpose of the disclosure. In any case, an arbitrator shall not disclose or use any such information not in the public domain to gain personal advantage or advantage for others or to affect adversely the interest of others.

22. An arbitrator or former arbitrator shall not disclose Arbitral Tribunal awards or decisions or parts thereof prior to their publication in accordance with Article 12.13.10.

#### *Mediators, Conciliators, Assistants, Experts and Staff*

23. The provisions included in this Annex as applying to arbitrators shall apply, *mutatis mutandis*, to mediators, conciliators, assistants and experts.

24. The provisions included in paragraphs 11, 21 and 22 of this Annex shall apply to staff.

**ISRAEL-COLOMBIA FREE TRADE AGREEMENT**

**UNDERTAKING**

**IN THE MATTER OF PROCEEDING (TITLE)**

I have read the Code of Conduct for Dispute Settlement Proceedings under the Israel-Colombia Free Trade Agreement (the “Code of Conduct), and I undertake all the obligations specified in the Code of Conduct.

To the best of my knowledge there is no reason why I should not accept appointment as an arbitrator/mediator/conciliator/assistant/expert in this proceeding.

According to paragraphs 3 and 4 of the Code of Conduct, the following matters could potentially be considered to affect my independence or impartiality, or might create an appearance of impropriety or an apprehension of bias in the proceeding:

[Set out the details of any interests covered by paragraphs 3 and 4 of the Code of Conduct]

I recognize that, once appointed, I have a continuing duty to uphold all obligations specified in the Code of Conduct including to make all reasonable efforts to become aware of any interest, relationship, or matter referred to in the Code of Conduct that may arise during any stage of the proceeding. I will disclose in writing any relevant interest, relationship, or matter to the Joint the Committee as soon as I become aware of it.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

## **CHAPTER 13**

### **INSTITUTIONAL PROVISIONS**

#### ARTICLE 13.1: ESTABLISHMENT OF THE JOINT COMMITTEE

1. The Parties hereby establish the Joint Committee, comprising representatives of both Parties. The principal representative of each Party shall be the cabinet-level officer or Minister primarily responsible for international trade, or a person designated by the cabinet-level officer or Minister.
2. The Joint Committee shall be co-chaired by a representative of the Ministry of Trade, Industry and Tourism ("Ministerio de Comercio, Industria y Turismo") on the Colombian side, and by a representative of the Ministry of Economy on the Israeli side, or their successors.

#### ARTICLE 13.2: PROCEDURES OF THE JOINT COMMITTEE

1. The Joint Committee shall meet once every two years. In addition, special meetings shall be convened upon a written request of either Party.
2. The Joint Committee shall meet alternately in Bogotá and Jerusalem, unless the Parties agree otherwise.
3. All decisions of the Joint Committee shall be taken by mutual agreement.
4. The Joint Committee shall adopt its own rules of procedure, as well as its meeting schedule and the agenda for its meetings.

#### ARTICLE 13.3: FUNCTIONS OF THE JOINT COMMITTEE

1. The Joint Committee shall be responsible for the administration of this Agreement and shall ensure its proper implementation.
2. The Joint Committee shall:
  - (a) supervise and facilitate the operation of this Agreement and the correct application of its provisions, and consider other ways to attain its general objectives;
  - (b) evaluate the results obtained from the application of this Agreement, in particular the evolution of trade and economic relations between the Parties;
  - (c) supervise the work of all Subcommittees, working groups and specialized bodies, established under this Agreement and recommend any necessary action;

- (d) evaluate and adopt decisions as envisaged in this Agreement regarding any subject matter which is referred to it by any Subcommittee, working group and specialized body established under this Agreement;
- (e) supervise the further development of this Agreement;
- (f) keep under review the possibility of further removal of obstacles to trade between the Parties;
- (g) without prejudice to Chapter 12 (Dispute Settlement) and other provisions of this Agreement, explore the most appropriate way to prevent or solve any difficulty that may arise in relation to issues covered by this Agreement; and
- (h) consider any other matters of interest relating to this Agreement.

3. The Joint Committee may:

- (a) agree to the initiation of negotiations, with the aim of deepening the liberalisation already achieved in sectors covered by this Agreement;
- (b) recommend to the Parties to adopt any amendment or modification to the provisions of this Agreement. Any such amendment or modification shall enter into force in accordance with the procedure set forth in Article 15.3 (Final Provisions);
- (c) modify by a Joint Committee decision:
  - (i) the Schedules to Annex 2-B (Preferential Treatment for Agricultural Goods), with the purposes of adding one or more goods excluded in the Schedule of a Party;
  - (ii) the phase-out periods established in the Tariff Elimination Schedules, with the purposes of accelerating the tariff reduction;
  - (iii) the specific rules of origin established in Annex 3-A (Product Specific Rules of Origin), Certificate of Origin contained in Annex 3-B (Certificate of Origin), Procedures for the Issuance of Electronic Certificates of Origin in Annex 3-D (Procedures For The Issuance of Electronic Certificates of Origin), Invoice Declaration contained in Annex 3-C (Invoice Declaration), Procedures for the Issuance of Paper Certificates of Origin in Annex 3-E (Procedures For The Issuance of Paper Certificates of Origin), Exemptions to Article 3.12 in Annex 3-F (Exemption to the Principle of Territoriality);
  - (iv) the procuring entities listed in Annex 9-A (List of Commitments); and
  - (v) the Rules of Procedure for Arbitral Tribunal Proceedings established in Annex 12-A and the Code of Conduct established in Annex 12-B.

Each Party shall implement, subject to the completion of its applicable internal legal procedures and upon notification of such, any modification referred to in this subparagraph, within such period as the Parties may agree;

- (d) adopt interpretations of the provisions of this Agreement. Such interpretations shall be taken into consideration by an Arbitral Tribunal established under Chapter 12 (Dispute Settlement). However, interpretations adopted by the Joint Committee shall not constitute an amendment or modification to the provisions of this Agreement; and
- (e) take such other action in the exercise of its functions as the Parties may agree.

4. For the purposes of this Article, the Parties shall exchange information and at the request of either Party, shall hold consultations within the Joint Committee.

#### ARTICLE 13.4: ESTABLISHMENT OF SUBCOMMITTEES, WORKING GROUPS AND SPECIALIZED BODIES:

1. The Parties hereby establish the following Subcommittees:

- (a) Subcommittee on Market Access;
- (b) Subcommittee on Technical Barriers to Trade;
- (c) Subcommittee on Customs, Trade Facilitation and Rules of Origin;
- (d) Subcommittee on Government Procurement;
- (e) Subcommittee on Sanitary and Phytosanitary Matters;

and working groups and specialized bodies as referred to in this Agreement.

2. Any Subcommittee, working group or specialized body, established under this Agreement shall comprise representatives from the State of Israel and the Republic of Colombia.

3. The respective scope of competence and duties of the Subcommittees provided for in this Agreement are defined in the relevant provisions of each Chapter.

4. The Joint Committee may establish other Subcommittees, working groups, or any other specialised bodies and delegate responsibilities to them in order to assist it in the performance of its tasks. For that purpose, the Joint Committee shall determine the composition, duties and rules of procedure of such Subcommittees, working groups or specialised bodies.

5. The Subcommittees, working groups and specialised bodies shall inform the Joint Committee, sufficiently in advance, of their schedule of meetings and of the agenda of those meetings. The Subcommittees, working groups and specialized bodies, shall submit summaries of their meetings to the Joint Committee.

ARTICLE 13.5: FREE TRADE AGREEMENT COORDINATORS

1. Each Party shall appoint a free trade agreement coordinator.
2. The coordinators shall:
  - (a) work jointly to develop agendas;
  - (b) make other preparations for the Joint Committee meetings;
  - (c) follow-up on the Joint Committee's decisions as appropriate;
  - (d) act as contact points to facilitate communication between the Parties on any matter covered by this Agreement, unless otherwise provided for in this Agreement;
  - (e) receive any notifications and information submitted under this Agreement, unless otherwise provided for in this Agreement; and
  - (f) assist the Joint Committee in any other matter referred to them by the Joint Committee.
3. The coordinators of this Agreement may meet as necessary.

## **CHAPTER 14 EXCEPTIONS**

### ARTICLE 14.1: GENERAL EXCEPTIONS

1. For purposes of this Agreement Article XX of GATT 1994 and its Interpretative Notes are incorporated into and made part of this Agreement, *mutatis mutandis*. The Parties understand that the measures referred to in Article XX(b) of GATT 1994 include environmental measures necessary to protect human, animal, or plant life or health, and that Article XX(g) of GATT 1994 applies to measures relating to the conservation of living and non-living exhaustible natural resources.

2. Notwithstanding paragraph 1, for purposes of Chapters 10 (Investment) and 11 (Trade in Services), Article XIV of GATS is incorporated into and made part of this Agreement, *mutatis mutandis*. The Parties understand that the measures referred to in Article XIV(b) of GATS include environmental measures necessary to protect human, animal, or plant life or health. The Parties understand that the measures referred to in Article XIV(a) of GATS include measures aimed at maintaining internal public order.

### ARTICLE 14.2: SECURITY EXCEPTIONS

Nothing in this Agreement, including measures affecting re-exports to non-Parties or re-imports from non-Parties, shall be construed:

- (a) to require a Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests; or
- (b) to preclude a Party from applying measures that it considers necessary for the fulfillment of its obligations under the United Nations Charter with respect to the maintenance or restoration of international peace or security, or for the protection of its own essential security interests, or in order to carry out obligations it has accepted for the purpose of maintaining international security.

### ARTICLE 14.3: TAXATION

1. Except as set out in this Article, nothing in this Agreement shall apply to taxation measures.

2. Notwithstanding paragraph 1:

- (a) Article 2.3 (National Treatment) shall apply to taxation measures to the same extent as does Article III of the GATT 1994 and its Interpretative Notes; and
- (b) Article 2.11 (Customs Duties on Exports) shall apply to taxation measures.

3. Nothing in this Agreement shall be construed to prevent a Party from adopting or enforcing any measure which:

- (a) aims at ensuring the effective and equitable imposition and collection of direct taxes;
- (b) distinguishes in the application of the relevant provisions of domestic fiscal legislation, including those aimed at ensuring the imposition and collection of duties, between tax payers who are not in the same situation, in particular with regard to their place of residence or with regard to the place where their capital is invested; or
- (c) aims at preventing the avoidance or evasion of taxes pursuant to tax conventions, tax provisions of other agreements, or domestic fiscal legislation.

4. Nothing in this Agreement shall affect the rights and obligations of either Party under any tax convention. In the event of any inconsistency between this Agreement and any tax convention, the convention shall prevail to the extent of the inconsistency.

5. For the purpose of this Article:

**tax convention** means conventions, agreements or arrangements relating wholly or mainly to taxation, including the avoidance of double taxation; and

**taxes** and **taxation measures** do not include:

- (a) a customs duty as defined in Article 1.5 (General Definitions); and
- (b) the measures listed in exceptions (b) and (c) of the definition of customs duty in Article 1.5 (General Definitions).

#### ARTICLE 14.4: LIMITATIONS ON IMPORTS

The limitation on the importation of non-kosher meat to Israel shall not be considered as a measure in violation of this Agreement.

#### ARTICLE 14.5: DISCLOSURE OF INFORMATION

Nothing in this Agreement shall be construed to require a Party to furnish or allow access to confidential information the disclosure of which would impede law enforcement, or otherwise be contrary to public interest, or which would prejudice the legitimate commercial interests of individuals or of particular enterprises, public or private, including any service supplier as defined in Article 11.2 (Definitions).

## **CHAPTER 15**

### **FINAL PROVISIONS**

#### ARTICLE 15.1: ANNEXES

The Annexes to this Agreement and to its Chapters constitute an integral part of this Agreement.

#### ARTICLE 15.2: AMENDMENTS

1. The Parties may agree upon any amendments to this Agreement.
2. Amendments to this Agreement shall enter into force and constitute an integral part of this Agreement in accordance with the procedures set forth in Article 15.3.

#### ARTICLE 15.3: ENTRY INTO FORCE

1. This Agreement shall enter into force 60 days following the date of the latter Diplomatic Note by which the Parties notify each other that their internal legal procedures for the entry into force of the Agreement have been completed.
2. Without prejudice to paragraph 1, this Agreement may be provisionally applied. For such purpose, Israel may notify Colombia that it has completed its internal legal procedures for the entry into force of the Agreement and propose its provisional application. Colombia may also propose provisional application of the Agreement once Israel has completed its internal legal procedures. The Party that receives the proposal shall respond within 30 days. In case the proposal for provisional application is accepted, the Agreement shall be provisionally applied 60 days following the date of the acceptance notice. The proposal and acceptance notices will be made by Diplomatic Notes. The period of the provisional application shall terminate on the date this Agreement enters into force in accordance with paragraph 1.

#### ARTICLE 15.4: DURATION AND WITHDRAWAL

1. This Agreement shall be valid for an indefinite period.
2. Any Party may withdraw from this Agreement by means of a written Diplomatic Note to the other Party. Such withdrawal shall become effective six months after the date of receipt of such notification by the other Party.

#### ARTICLE 15.5: MODIFICATIONS TO THE WTO AGREEMENT

The Parties understand that any provision of the WTO Agreement incorporated into this Agreement, is incorporated with any amendments which have entered into force at the time such provision is applied.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done in Jerusalem, Israel, on \_\_\_\_\_, which corresponds to the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ in the Hebrew calendar, in two original copies, each in the Hebrew, Spanish and English languages, all texts being equally authentic. In case of divergence of interpretation or any discrepancies, the English text shall prevail.

\_\_\_\_\_  
**For the Government of the  
State of Israel**

\_\_\_\_\_  
**For the Government of the  
Republic of Colombia**

**ANNEX-A**  
**ON MUTUAL ADMINISTRATIVE ASSISTANCE IN CUSTOMS MATTERS**

## ARTICLE 1: DEFINITIONS

For the purposes of the present Annex;

1. **Customs Authorities** shall mean, in the State of Israel, the Customs Directorate of the Israel Tax Authority of the Ministry of Finance and in the Republic of Colombia, the Directorate on National Taxes and Customs (Dirección de Impuestos y Aduanas Nacionales - DIAN);
2. **customs laws** shall mean such laws and regulations in force in the customs territories of the Parties, concerning the importation, exportation, and transit of goods, as they relate, *inter alia*, to customs duties, charges and other taxes or to prohibitions, restrictions and other controls in respect of the movement of goods across national boundaries;
3. **information** shall mean any data including, *inter alia*, reports, records, documents and documentation, whether computerized or not, as well as certified copies thereof;
4. **customs offense** shall mean any violation of the customs laws as well as any attempted violation thereof;
5. **requesting Customs Authority** shall mean the Customs Authority that makes a request for assistance under this Annex or that receives such assistance on a Customs Authority's own initiative;
6. **requested Customs Authority** shall mean the Customs Authority that receives a request for assistance under this Annex or that provides such assistance on its own initiative.

## ARTICLE 2: SCOPE OF AGREEMENT

1. The Parties shall provide each other assistance in order to insure the proper application of the customs laws, the accurate assessment of customs duties and taxes on the importation and exportation of goods and the correct determination of the classification, value and origin of such goods.
2. The Parties shall also assist each other in the prevention, investigation, combating and prosecution of customs offenses.
3. Assistance under this Annex shall be provided in accordance with the domestic law of the requested Party.
4. Assistance under this Annex shall be provided by the Customs Authorities of the Parties in accordance with their competence.

5. The provisions of this Annex are intended solely to provide for mutual assistance in customs matters between the Parties. Notwithstanding personal data protection in accordance with domestic law, these provisions shall in no way give rise to a right on the part of any private person or legal entity to obtain, suppress or exclude any evidence, or to impede the execution of a request.

6. Assistance pursuant to this Annex shall not include the arrest or detention of persons nor the collection or forced collection of customs duties, other taxes, fines, or other monies.

#### ARTICLE 3: SPECIAL INSTANCES OF ASSISTANCE

1. Upon request and in accordance with the domestic law of the requested Party, the Customs Authorities shall inform each other whether goods exported from or imported into the customs territory of one Party have been lawfully imported into or exported from the customs territory of the other Party. This information shall, upon request, contain the customs procedure used for clearing the goods.

2. To the extent of its competence and in accordance with the domestic law of the requested Party, the requested Customs Authority, either upon request or on its own initiative, subject to the subsequent written approval of the requesting Customs Authority, shall exercise special surveillance over:

- (a) means of transportation suspected of being used in the commission of customs offenses in the customs territory of the requesting Party;
- (b) goods designated by the requesting Customs Authority as being a subject of a potential or actual extensive illegal trade destined for the customs territory of the requesting Party;
- (c) specific natural or legal persons known to be or suspected of being engaged in the commission of a customs offense in the customs territory of the requesting Party;
- (d) particular places where stocks of goods have been accumulated, giving reason to assume that they are to be used for illegal importation into the customs territory of the requesting Party.

3. The Customs Authorities of the Parties shall, in accordance with the domestic law of the requested Party, furnish each other with any necessary information likely to be of use to the requesting Customs Authority, regarding acts related to customs offenses that have been committed or are expected to be committed within the customs territory of the other Party. In cases which could cause substantial damage to the economy, public health, security or any other vital interest of the other Party, such information shall be supplied, whenever possible, without being requested.

#### ARTICLE 4: PROFESSIONAL AND TECHNICAL COOPERATION AND ASSISTANCE

1. The Customs Authorities of the Parties, on their own initiative or upon request, shall provide each other with information regarding:

- (a) enforcement actions that might be useful in preventing customs offenses and, in particular, special means of combating customs offenses;
- (b) new methods used in committing customs offenses;
- (c) observations and findings resulting from the successful application of new enforcement aids and techniques;
- (d) techniques and improved methods of processing passengers and cargo; and
- (e) information on their respective customs laws.

2. The Parties, through their respective Customs Authorities, shall seek to cooperate in, *inter alia*:

- (a) initiating, developing or improving specific training programs for their personnel;
- (b) establishing and maintaining channels of communication between their Customs Authorities to facilitate the secure and rapid exchange of information;
- (c) facilitating effective coordination between their Customs Authorities including the exchange of personnel, experts and the posting of liaison officers;
- (d) the consideration and testing of new equipment and procedures;
- (e) the simplification and harmonization of their respective customs procedures;
- (f) any other general administrative matters that may, from time to time, require their joint action; and
- (g) other customs matters as the Parties may agree.

#### ARTICLE 5: COMMUNICATION OF REQUESTS

1. Requests pursuant to the present Annex shall be made in written form or through a secure means that will be agreed upon by the Customs Authorities, including but not limited to email and faxes. Documents that may be of help in the execution of such requests shall, when available, accompany them. When required, because of the urgency of the situation, oral requests may also be accepted, but they shall be promptly confirmed in writing.

2. Requests pursuant to paragraph 1 of this Article shall include the following information:
  - (a) the authority making the request;
  - (b) the nature of the proceedings;
  - (c) the assistance sought, the object of and the reason for the request;
  - (d) the names and addresses of the parties involved in the request, if known;
  - (e) the laws, rules and other legal instruments involved;
  - (f) a summary of the relevant facts and of the enquiries already carried out; and
  - (g) the connection between the assistance sought and the matter to which it relates.
3. All requests shall be submitted in the English language.
4. If a request does not meet the formal requirements as per paragraph 2 of this Article, its correction or completion may be requested. If necessary, such correction or completion shall not delay the taking of precautionary measures that must be taken immediately.
5. Assistance shall be carried out by direct communication between the respective Customs Authorities.

#### ARTICLE 6: EXECUTION OF REQUESTS

1. The requested Customs Authority shall take all reasonable measures to execute a request within a reasonable amount of time depending on the type of assistance requested and, if necessary, shall initiate any measure necessary for the carrying out thereof.
2. If the requested Customs Authority does not have the information requested, it shall take any necessary measures to obtain such information. If necessary, the requested Customs Authority may be assisted by another Competent Authority of the requested Party in providing the assistance. However, answers to requests shall be conveyed solely by the requested Customs Authority.
3. In cases where the requested Customs Authority is not the appropriate authority to comply with a request, it shall either promptly transmit the request to the appropriate authority, which shall act upon the request according to its powers under the domestic law of the requested Party, or advise the requesting Customs Authority of the appropriate procedure to be followed regarding such a request.

4. If, after taking necessary measures to comply with a request, the requested Customs Authority is unable to obtain the requested information, it shall promptly notify the requesting Customs Authority of that fact and shall inform it of the reasons thereof.

5. The Customs Authority of either Party shall, upon the request of the Customs Authority of the other Party, conduct any necessary investigation and undertake verifications, inspections and fact-finding inquiries in connection with the matters referred to in this Annex.

6. In cases requiring questioning of experts and witnesses or persons suspected of having committed an offense, or carrying out other procedures that are not under its competence, the requested Customs Authority shall promptly transfer the request to the competent authority of the relevant party in order for it to execute the request.

7. The results of such investigations, verifications, inspections and fact-finding inquiries shall be communicated as soon as possible to the requesting Customs Authority.

(a) upon request, and under any terms and conditions it may set, the requested Customs Authority may allow officials of the requesting Customs Authority to be present in the territory of the requested Party, when its officials are investigating customs offenses which are of concern to the latter, including allowing their presence at investigations;

(b) the presence of officials of the requesting Customs Authority in the territory of the requested Party shall be solely in an advisory capacity. Nothing in subparagraph (a), above shall be construed to allow them to exercise any legal or investigative power granted to customs officials of the requested Customs Authority under the domestic law of the requested Party.

8. When officials of the requesting Customs Authority are present in the territory of the requested Party pursuant to this Annex, they must be able, at all times, to furnish proof of their identity and shall be responsible for any offenses they might commit.

9. Officials of the requesting Customs Authority, authorized to investigate offenses against customs laws, may ask that officials of the requested Customs Authority examine any relevant information, including books, registers and other documents or data in electronic form, and supply copies thereof or provide any other information relating to the customs offense.

10. The requesting Customs Authority shall, if it so requests, be advised of the time and place of the action to be taken in response to a request so that such action may be coordinated.

#### ARTICLE 7: FILES, DOCUMENTS AND WITNESSES

1. The Customs Authorities of the Parties shall, upon request and in accordance with the domestic law of the requested Party, provide information relating to the transportation and shipment of goods showing the value, origin, disposition and destination of those goods.
2. Upon specific request, copies of information and other materials provided pursuant to this Annex shall be appropriately certified by the Customs Authorities. In the case of the Colombian Customs Authority, any document provided by the Israeli Customs Authority shall be held authentic for administrative and judicial purposes, and will not need further certification. Originals of such information and other materials shall only be requested in cases wherein copies would be insufficient.
3. The provision of the originals of information and other materials pursuant to this Annex shall not affect the rights of the requested Customs Authority nor of third parties thereto. Such originals shall be returned as soon as possible. Upon request, originals necessary for adjudicative or similar purposes shall be returned without delay.
4. The requested Customs Authority shall supply, together with the information provided, all necessary instructions for its interpretation or utilization.
5. Upon request of the Customs Authority of a Party, the Customs Authority of the other Party shall authorize its officials, if such officials so consent, to appear as witnesses in judicial or administrative proceedings in the territory of the requesting Party, and to produce such files, documents, or other materials, or authenticated copies thereof, as may be considered essential for the proceedings. Such a request shall include the date and type of the proceeding, the names of the parties involved, and the capacity in which the official is to appear.

#### ARTICLE 8: SERVICE OF DOCUMENTS

1. Upon request, the requested Customs Authority shall, in accordance with the domestic law of the requested party, take all necessary measures in order to serve all documents and to notify all decisions falling within the scope of this annex to an addressee residing or established in its territory.
2. The requested Customs Authority shall, to the extent possible, return a proof of service or notification in the manner specified in the request. If this is not possible or if the request cannot be carried out in the manner specified, the requesting Customs Authority shall be so informed and shall be advised of the reasons thereof.

#### ARTICLE 9: CONTROLLED DELIVERY

1. The Customs Authorities shall take necessary measures, within their capacity and in accordance with the domestic law of the Parties, to allow for the appropriate use of controlled delivery at the international level with the aim of:
  - (a) identifying persons involved in trade in goods potentially in breach of customs legislation;

(b) gathering evidence, and taking legal action against persons mentioned in subparagraph (a).

2. Decisions to use controlled delivery shall be made on a case-by-case basis and, where necessary, in accordance with any arrangements or agreements which may have been reached by the Customs Authorities concerning a particular case.

3. For the purposes of paragraph 1, by mutual consent of the Customs Authorities, consignments whose controlled delivery is agreed to, may be intercepted and allowed to continue intact or removed in part.

#### ARTICLE 10: EXEMPTIONS FROM ASSISTANCE

1. In cases where the requested Party is of the opinion that the provision of assistance under this Annex would infringe upon its sovereignty, security, public policy, or any other substantive national interest, or involve the violation of a commercial, industrial, or professional secret duly protected by law or public policy, assistance may be refused or compliance may be conditioned upon the satisfaction of certain conditions or requirements.

2. In the event that a request is refused or cannot be complied with in full or in part, the requesting Customs Authority shall be promptly notified of the fact and informed of the reasons thereof.

3. If the requesting Customs Authority requests assistance which it, itself, would not be able to provide, it shall draw attention to that fact in the request. Compliance with such a request shall then be within the discretion of the requested Customs Authority.

4. Assistance may be postponed by the requested Customs Authority on the ground that it will interfere with an ongoing investigation, prosecution or proceeding. In such a case, the requested Customs Authority shall consult with the requesting Customs Authority to determine if assistance can be given subject to such terms or conditions as the requested Customs Authority may require.

#### ARTICLE 11: CONFIDENTIALITY

1. Information and other communications received pursuant to this Annex may be used only for the purposes specified therein, except in cases where the requested Customs Authority has authorized in writing their use for other purposes.

2. Any information or other communications received by the Customs Authority of either Party pursuant to this Annex, shall be treated as confidential and shall not be communicated to any person or entity outside the requesting Customs Authority that received them, except as provided for in this Annex.

3. Information and other communications received pursuant to this Annex may be used in investigations and in judicial and administrative proceedings.

4. Information on offenses relating to the public health, public security or environmental protection of the Party whose Customs Authority received the information may be conveyed to the competent governmental authorities dealing with such matters. Such information shall be treated as confidential and shall enjoy any and all protection afforded to similar information under the laws of confidentiality and secrecy as provided for in the domestic law of the Party whose Customs Authority received them.

5. The requesting Customs Authority shall not use evidence or information obtained under this Annex for purposes other than those stated in the request without the prior written consent of the requested Customs Authority.

#### ARTICLE 12: COSTS

1. The Customs Authorities of the Parties shall normally waive all claims for the reimbursement of costs incurred in the execution of this Annex, with the exception of expenses for witnesses, fees of experts and the cost of interpreters other than government employees.

2. If expenses of a substantial and extraordinary nature are, or will, be required to execute a request, the Customs Authorities of the Parties shall consult to determine the terms and conditions under which the request will be carried out, as well as the manner in which the costs shall be borne.

#### ARTICLE 13: TERRITORIAL APPLICABILITY

This Annex shall apply to the customs territories of the Parties.

#### ARTICLE 14: IMPLEMENTATION OF THE ANNEX

The Customs Authorities shall be responsible for the implementation of this Annex. They shall, *inter alia*;

- (a) communicate directly for the purpose of dealing with matters arising out of this Annex;
- (b) after consultation, if necessary, issue any administrative directives or agreed upon procedures for the implementation of this Annex;
- (c) endeavor by mutual consent to resolve any problems or doubts arising from the application of this Annex or any other customs matter which may arise between them;

- (d) agree to meet, if one of them so requests, in order to discuss the application of this Annex or any other customs matters arising out of the relationship between them; and
- (e) arrange for their investigation departments to be in direct contact with one another.

**ANNEX-B**  
**ELECTRONIC COMMERCE**

## ARTICLE 1: OBJECTIVE AND PRINCIPLES

1. The Parties, recognising that electronic commerce increases trade opportunities in many sectors, agree, to enhance cooperation and dialogue on the issues raised by electronic commerce under the provisions of this Annex.
2. The Parties agree that the administration and development of electronic commerce must be subject to their respective law and compatible with the international standards of data protection, in order to ensure the confidence of users of electronic commerce.
3. The Parties agree that deliveries by electronic means shall be considered as the provision of services, within the meaning of Chapter 11 (Trade in Services), which cannot be subject to customs duties.

## ARTICLE 2: REGULATORY ASPECTS OF E-COMMERCE

1. The Parties shall maintain a dialogue on regulatory issues raised by electronic commerce, which will address *inter alia* the following issues:
  - (a) the recognition of certificates of electronic signatures issued to the public and the facilitation of cross-border certification services;
  - (b) the liability of intermediary service providers with respect to the transmission, or storage of information;
  - (c) the treatment of unsolicited electronic commercial communications;
  - (d) the protection of consumers in the ambit of electronic commerce, from among others fraudulent and misleading commercial practices in the cross border context;
  - (e) the protection of personal data;
  - (f) the promotion of paperless trading;
  - (g) any other issue relevant for the development of electronic commerce.
2. The Parties shall conduct such cooperation, *inter alia*, in the form of an exchange of information on the legislation and jurisprudence, if relevant of the respective Parties on these matters, as well as on the implementation of such legislation.

## ARTICLE 3: PROTECTION OF PERSONAL DATA

1. Nothing in this Annex restricts the right of a Party to protect personal data, personal privacy and the confidentiality of individual records and accounts, and other information protected under the law of that Party.

2. Insofar as possible, the Parties shall endeavor, within their respective competences, to develop or maintain, as the case may be, domestic law for the protection of personal data.

#### ARTICLE 4: PAPERLESS FOREIGN TRADE MANAGEMENT

1. Insofar as possible, within their respective competences, the Parties shall endeavor to make foreign trade administration documents available to the public in electronic form.

2. Insofar as possible, within their respective competences, the Parties shall endeavor to accept trade administration documents<sup>1</sup> presented electronically as the legal equivalent of their paper version.

#### ARTICLE 5: CONSUMER PROTECTION

1. The Parties recognize the importance of maintaining and adopting transparent and effective measures to protect consumers from fraudulent and misleading commercial practices when they engage in electronic commerce transactions.

2. The Parties recognize the importance of the reinforcement of consumer protection and of cooperation between national consumer protection authorities in activities relating to electronic commerce.

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<sup>1</sup> For greater certainty, “trade administration documents” means forms that a Party issues or controls that must be completed by or for an importer or exporter in connection with the imports or exports of goods.