

AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF CHINA AND
THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF
URUGUAY
ON COOPERATION AND MUTUAL ADMINISTRATIVE
ASSISTANCE IN CUSTOMS MATTERS

The Government of the People's Republic of China and the Government of the Oriental Republic of Uruguay, hereinafter referred to as "the Parties",

CONSIDERING that cooperation and assistance between customs administrations is a useful tool to achieve various goals for growth, development, trade facilitation and security;

CONSIDERING the importance of accurate assessment of customs duties and other taxes and of ensuring proper enforcement by customs administrations of prohibitions, restrictions and measures of control in respect of specific goods;

CONSIDERING that offences against Customs Law are prejudicial to the security of the Parties and their respective economic, commercial, fiscal, social, public health and cultural interests;

HAVING REGARD to the obligations imposed under international conventions already accepted by, or applied to the Parties;

Have agreed as follows:

ARTICLE I
DEFINITIONS

For the purpose of this Agreement:

1. "Customs legislation" shall mean laws, rules and regulations administered and

enforced by the customs authorities that govern the importation, exportation, and transit of goods or any other Customs regimes including the provisions related to customs duties, taxes and other charges applied or collected by the customs authorities and pertaining to measures of prohibition, restriction and control of goods.

2. "Customs Authority" shall mean in the People's Republic of China, the General Administration of Customs and in the Oriental Republic of Uruguay, the National Customs Directorate.

3. "Requesting Customs Authority" shall mean the Customs Authority which makes a request for assistance in customs matters.

4. "Requested Customs Authority" shall mean the Customs Authority, which receives a request for assistance in customs matters.

5. "Customs Offence" shall mean any violation of customs legislation in accordance with its domestic laws.

6. "Person" shall mean any natural or legal person or other entities in accordance with its domestic laws.

7. "Information" shall mean any data, whether or not processed or analyzed, and documents, reports, and other communications in any format, including electronic, or certified or authenticated copies thereof.

8. "Personal data" shall mean any data concerning an identified or identifiable natural person.

ARTICLE 2

SCOPE

1. The Parties, through their Customs Authorities, shall provide each other mutual administrative assistance and cooperation, including information exchange and consultations necessary to ensure the correct application of customs legislation, and to

facilitate trade, prevent, investigate and combat customs offenses.

2. Any assistance carried out under this Agreement by the Parties shall be in accordance with its legal and administrative provisions and within the limits of its Customs Authority's competence and available resources.

3. The Agreement only covers mutual administrative assistance between the Parties and is not intended to have an impact on mutual legal assistance agreements between them. If mutual assistance is to be provided by other authorities of a Requested Party, the Requested Customs Authority shall indicate those authorities and, where known, the relevant agreement or arrangement applicable.

4. No provision of this Agreement shall restrict the provisions of mutual assistance or cooperation that the Parties have agreed.

5. This Agreement shall not provide for the recovery, in the customs territory of the Requested Party, of customs duties, taxes and any other charges incurred in the customs territory of the Requesting Party.

ARTICLE 3

MUTUAL ASSISTANCE REQUESTS

1. Requests for assistance under this Agreement shall be communicated directly between the Customs Authorities of the Parties. Each Customs Authority shall designate contact points that shall be responsible for processing requests for information. Any changes about the designated contact points shall be notified to each other promptly.

2. The Requesting Customs Authority may request information that will ensure the correct application of customs legislation, including information regarding activities that could give rise to a customs offense.

3. Requests for assistance under this Agreement shall be made in writing forms or electronically, and shall be accompanied by any information deemed useful for the

execution of such requests. When the circumstances so require, requests may be made verbally. Such requests shall be confirmed as soon as possible either in writing or by electronic means.

ARTICLE 4

SUBSTANCE OF REQUESTS

Requests for assistance shall include the following details:

- a) the name of the Requesting Customs Authority;
- b) the matter at issue, type of assistance requested, and reasons for the request;
- c) a brief description of the case under review and the legal and administrative provisions that apply;
- d) the names and addresses of the persons to whom the request relates, if known;
- e) other details available to enable the Requested Customs Authority to effectively fulfill the request.

ARTICLE 5

EXECUTION OF REQUESTS

1. Requests made by the Requesting Customs Authority shall meet related requirements of the Requested Customs Authority. The Requested Customs Authority shall communicate in writing the response to the request to the Requesting Customs Authority. In cases where electronic declaration information would be insufficient of legal effect, the Requested Customs Authority could provide copies of relevant documents on request.

2. If the Requested Customs Authority does not have the information, the Requested Customs Authority shall inform the Requesting Customs Authority in a timely manner, and provide the name and contact information of the appropriate institutions, whenever possible.

ARTICLE 6

PERSONAL DATA

In no case will provide personal data concerning racial, political opinions, religious belief, health or sexual orientation.

ARTICLE 7

SPONTANEOUS MUTUAL ASSISTANCE

1. Customs Authorities undertake to:

- a) provide spontaneously all information that come to its knowledge about planned operations, in progress or completed, which constitute a customs offense committed in its own customs territory and related to the other Party. The report shall include information on the movement of persons, goods, or means of transport;
- b) provide the information relating to commission of customs offenses and new detection methods or means to commit;
- c) attach to the communication issued all available documentation supporting the information.

2. In case that could involve damage to the economy, public health, public security or other vital interests of any Party, the other Customs Authority shall provide information, wherever possible, on its own initiative without delay.

ARTICLE 8

COOPERATION

For the purposes of this Agreement, the Customs Authorities, when so required, shall provide all possible cooperation to contribute to the modernization of its structures, organization and working methods.

ARTICLE 9

AUTHORIZED ECONOMIC OPERATOR PROGRAMS

Customs Authorities may, by mutual agreement, provide assistance in the development, implementation, and improvement of its Authorized Economic Operator programs to obtain an optimum level of compatibility with each other to facilitate mutual recognition arrangements.

ARTICLE 10

TECHNICAL ASSISTANCE

Customs Authorities by mutual consent may provide each other with the technical assistance in the area of customs matters including, inter alia to:

- a) exchange of information and experience in risk management, post clearance audit and the application of inspection equipments and other techniques;
- b) training and assistance in developing specialized skills of the customs officials;
- c) exchange of experts in customs matters;
- d) exchange of professional, scientific and technical information relating to customs legislation, regulations and procedures.

ARTICLE 11

SPECIAL ASSISTANCE CASES

Customs Authorities shall, on their own initiative or upon request, supply each other with the following information:

- a) whether goods imported into the customs territory of the Requesting Party have been lawfully exported from the customs territory of the Requested Party;
- b) whether goods exported from the customs territory of the Requesting Party have been lawfully imported into the customs territory of the Requested Party.

ARTICLE 12

INQUIRES

1. If the Customs Authority of one Party so requests, the Customs Authority of the other Party shall initiate all necessary inquiries concerning operations which constitute, or appear to constitute a customs offence in the customs territory of the Requesting Party. It shall communicate the results of such inquiries to the Requesting Customs Authority.

2. Such inquiries shall be conducted under the laws of the State of the Requested Customs Authority. The Requested Customs Authority shall proceed as if it were acting on its own account.

3. The officials of the Customs Authority of one Party may, in particular cases, with

the agreement of the Customs Authority of the other Party, be present on the customs territory of the State of the latter, as advisors when customs offences in the customs territory of the State of the Requesting Customs Authority are investigated.

ARTICLE 13

ARRANGEMENTS FOR VISITING OFFICIALS

When, in the circumstances provided for under this Agreement, officials of the Customs Authority of one Party are present on the customs territory of the other Party, they must at all times be able to furnish the proof of their official capacity. They must neither wear uniform nor carry arms.

ARTICLE 14

USE OF INFORMATION AND CONFIDENTIALITY

1. Information obtained under this Agreement, shall be used solely for the purposes specified in this Agreement and subject to such restrictions as may be laid down by the Customs Authority that furnished them.
2. Such information shall not be used for other purposes, including being used as evidence, report and testimony in judicial or administrative proceedings, or being transferred to other agencies, unless a written consent of the Customs Authority that furnished them is given and subject to any restrictions that may be laid down by that Customs Authority.
3. The information provided under this Agreement shall be used by officers duly authorized by Customs Authorities.
4. Customs Authorities shall be responsible for the correct use of information received, and shall take the necessary measures to ensure compliance with the provisions of this Agreement.
5. Any exchange of information between Customs Authorities, whatever the means used to it, shall be treated as confidential and shall be reached by the level of confidentiality and data protection laws in the State of the Party providing the

information.

6. In the absence of domestic regulations or lower level of protection, the provisions of this Agreement would be complied.

ARTICLE 15

EXCEPTIONS FROM THE LIABILITY TO RENDER ASSISTANCE

1. If the Customs Authority of one Party considers that compliance with the request would be prejudicial to the sovereignty, security, public order or any other essential interest of the State of that Party it may refuse to provide the assistance requested under this Agreement, wholly or partially, or provide it subject to the satisfaction of certain conditions or requirements.

2. If the requested assistance is refused, the decision and the reasons for the refusal shall be notified in writing to the Requesting Customs Authority immediately.

3. If the Customs Authority of one Party requests assistance, which it would not itself be able to provide, it shall draw attention to that fact in the request. Compliance with such a request shall be within the discretion of the Requested Customs Authority.

4. If the Requested Customs Authority considers that the effort required to fulfill a request is clearly disproportionate to the perceived benefit to the Requesting Customs Authority, it may decline to provide the requested assistance.

5. The Requesting Customs Authority shall consider the administrative burdens that may be brought to the Requested Customs Authority in fulfilling the requests. If the requests made by the Requesting Customs Authority greatly exceed that made by the Requested Customs Authority, the latter could suspend handling the requests of the former, until both sides reach consensus on the number of requests.

ARTICLE 16

COSTS

1. Expense incurred by the Requested Customs Authority in carrying out a request

under this Agreement shall be borne by that Customs Authority excluding expenses on witness, experts and interpreters, other than governmental employees.

2. Reimbursement of other expenses incurred in performance of this Agreement may be a subject of a special arrangement between the Customs Authorities.

ARTICLE 17

IMPLEMENTATION

1. Assistance provided for under this Agreement shall be rendered directly by the Customs Authorities. The Customs Authorities may mutually agree on detailed arrangements for this purpose.

2. The Customs Authorities may arrange for their central enforcement investigation and other services to be in direct communication with each other. The direct communication between each other's local enforcement investigation and other services shall only be arranged with the consent of the headquarters of the Customs Authorities.

ARTICLE 18

TERRITORIAL APPLICABILITY

This Agreement shall be applicable in the customs territory of the People's Republic of China and the customs territory of the Oriental Republic of Uruguay.

ARTICLE 19

ENTRY INTO FORCE AND TERMINATION

1. The Parties shall notify each other, in writing through diplomatic channels, of the completion of the domestic requirements for the entry into force of this Agreement. This Agreement shall enter into force on the thirtieth (30) day after the date of receipt of the later notification.

2. This Agreement may be amended by mutual written consent of the Parties.

3. This Agreement is concluded for an unlimited duration. However, the Agreement

its intention to denounce the Agreement.

4. The termination of this Agreement will not affect any cooperative activities commenced prior to the date of termination, unless otherwise jointly decided by the Parties.

5. Notwithstanding the denouncement of this Agreement, the Parties shall continue subject to the confidentiality provisions referred to any information obtained within the framework of this Agreement.

6. Any disputes arising from the implementation or interpretation of the provisions of this Agreement shall be settled by direct negotiations.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE at Beijing on the 18th day of October, 2016, in duplicate, in the Chinese, Spanish and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF
CHINA

FOR THE GOVERNMENT OF
THE ORIENTAL REPUBLIC OF
URUGUAY