



MEMORANDUM

FOR : The Directors
Biodiversity Management Bureau
Ecosystems Research and Development Bureau
Environmental Management Bureau
Forest Management Bureau
Mines and Geoscience Bureau
Climate Change Service
Legal Affairs Service

The Executive Director
National Water Resource Board

FROM : The OIC Director
Policy and Planning Service

SUBJECT : **INDO-PACIFIC ECONOMIC FRAMEWORK (IPEF) PILLAR 2
(SUPPLY CHAINS) NEGOTIATING TEXT**

DATE : 25 JUL 2023

This refers to the electronic mail dated 04 July 2023, forwarding the letter from Undersecretary Ceferino S. Rodolfo of the Department of Trade and Industry which informs the Department that the IPEF Pillar 2 (Supply Chains) negotiations have been substantially concluded on 27 May 2023 during the IPEF Ministerial Meeting in Detroit, USA.

Please be informed that the IPEF Partners will focus on the legal scrubbing of the IPEF Pillar 2 Text. Internally, the Board of Investments (BOI) will start the preparations to secure necessary clearances to enable the Philippines to sign and ratify the agreement. This may include convening inter-agency meetings or industry stakeholder consultation on the agreement.

Attached herewith are the copies of the Press Statement on the Substantial Conclusion of the IPEF Supply Chain Agreement Negotiations and the IPEF Supply Chain Agreement, dated 27 May 2023, for your information and perusal.


CHERYL LOISE T. LEAL

cc: DENR IPEF Focal Points

For. Marcial C. Amaro, Jr., CESO II
Assistant Secretary for Policy, Planning and Foreign Assisted and
Special Projects

Atty. Rosette S. Ferrer
OIC Chief, Legal Research and Opinion Division, Legal Affairs Service
MEMO NO. 2023 - 623



CONFIDENTIAL

30 May 2023

ATTY. JONAS R. LEONES

Undersecretary for Policy, Planning and International Affairs
Department of Environment and Natural Resources

Dear Undersecretary Leones:

The Board of Investments (BOI) would like to express its appreciation to the Department of Environment and Natural Resources (DENR) for its support to the negotiations of the Indo-Pacific Economic Framework for Prosperity (IPEF) Pillar 2 Supply Chains. BOI notes that the DENR provided guidance on environment-related provisions specifically on circular economy of the Pillar 2 text. BOI is pleased to inform the DENR that the Pillar 2 negotiations have been substantially concluded on 27 May 2023 during the IPEF Ministerial Meeting in Detroit, USA.

As part of the next steps, IPEF Partners will now focus their attention on legal scrubbing, which will commence during the in-person negotiating round in Busan, South Korea. Internally, BOI will also start preparations to secure the necessary clearances to enable the Philippines to sign and ratify the agreement. This may include convening inter-agency meetings or industry stakeholder consultations on the agreement.

BOI is pleased to share a copy each of the substantially concluded IPEF Supply Chain Agreement and the press statement for the DENR's reference and perusal. BOI, through the International Relations Division (boi-ird@boi.gov.ph), is likewise ready to answer any queries or concerns the DENR may have regarding the draft agreement.

Once again, thank you very much for the continued support.

Very truly yours,



DR. CEFERINO S. RODOLFO
Undersecretary and BOI Managing Head

Enclosures: as stated.



Undersecretary for Policy, Planning and International Affairs <ouppia@denr.gov.ph>

CONFIDENTIAL: IPEF Pillar 2 Supply Chains

Jollan Margaret A. Llaneza <JMALLANEZA@boi.gov.ph>

Tue, Jul 4, 2023 at 11:40 AM

To: "ouppia@denr.gov.ph" <ouppia@denr.gov.ph>

Cc: Ceferino Rodolfo <CeferinoRodolfo@dti.gov.ph>, Office of the Undersecretary for Industry Development Group <ouidgroup@dti.gov.ph>, "Ma. Corazon Haliti-Dichosa" <MCHDichosa@boi.gov.ph>, ids <ids@boi.gov.ph>, Sandra Marie Recolizado <SMSRecolizado@boi.gov.ph>, BOI-IRD <boi-ird@boi.gov.ph>, "Maribel D. De Leon" <MDDeleon@boi.gov.ph>, "Patricia Dominique D. Tablizo" <pddtablizo@boi.gov.ph>

Sent on behalf of Undersecretary Ceferino S. Rodolfo, BOI Managing Head

Dear Sirs and Mesdames,

Please find enclosed the letter from BOI thanking DENR for its contribution to the IPEF Pillar 2 negotiations.

Kindly confirm receipt of this email and its attachments.

Thank you,

Jollan

Jollan Margaret A. LLANEZA (Ms.)

International Relations Division

Investments Policy and Planning Service

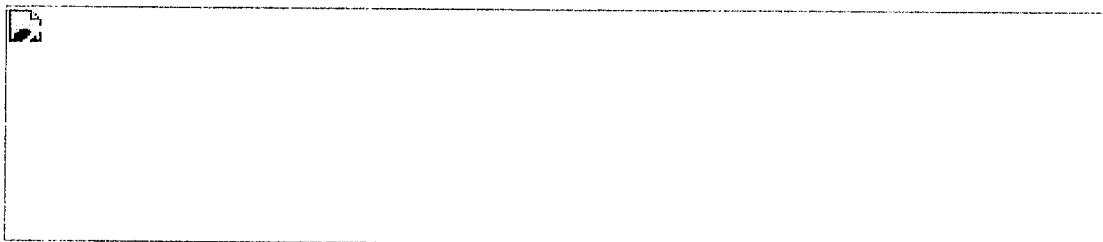
Board of Investments

3rd Floor Industry and Investments Building,

385 Senator Gil Puyat Avenue, Makati City

1200 Philippines

Mobile Messaging: +63 92 73 46 10 46



DISCLAIMER: This email is confidential and/or privileged. If you are not the intended recipient, please delete immediately; do not use it for any purpose, nor disclose its contents to anyone. Views and opinions expressed herein are those of the sender and do not necessarily reflect the views of BOI.

3 attachments

DENR.pdf
419K

230528_IPEF Pillar II Final Consolidated Text (Detroit) 2023.05.27 (Clean) FINAL.pdf
417K

IPEF Pillar II Partners Press Statement 05.27.2023 (Final 1120am).pdf
91K

Press Statement
on the Substantial Conclusion of IPEF Supply Chain Agreement Negotiations
May 27, 2023

Today, the 14 partners of the Indo-Pacific Economic Framework for Prosperity (IPEF) – Australia, Brunei Darussalam, Fiji, India, Indonesia, Japan, Republic of Korea, Malaysia, New Zealand, Philippines, Singapore, Thailand, the United States, and Viet Nam – announced the substantial conclusion of the negotiations of a first-of-its-kind international IPEF Supply Chain Agreement at the IPEF Ministerial Meeting in Detroit, Michigan. The proposed Agreement aims to increase the resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, and inclusivity of their supply chains through both collaborative activities and individual actions taken by each IPEF partner.

Following the launch of IPEF in Tokyo, Japan on May 23, 2022, and since the release of the IPEF Ministerial Statements on September 9, 2022, the IPEF partners have worked constructively, including through four rounds of in-person negotiations, several virtual intersessional meetings, and numerous bilateral meetings. The IPEF partners will undertake the necessary steps, including further domestic consultations and a legal review, to prepare a final text of the proposed IPEF Supply Chain Agreement. Once finalized, the proposed Agreement will be subject to IPEF partners' domestic processes for signature, followed by ratification, acceptance, or approval.

The IPEF partners are committed to working towards early realization of the cooperation envisioned under the proposed IPEF Supply Chain Agreement. This includes engaging with businesses and utilizing technical assistance and capacity building to increase investment in critical sectors, key goods, physical and digital infrastructure, transportation, and workforce projects.

Under the proposed IPEF Supply Chain Agreement, the IPEF partners seek to:

- provide a framework to build their collective understanding of significant supply chain risks, supported by each partner's identification and monitoring of its own critical sectors and key goods;
- improve crisis coordination and response to supply chain disruptions and work together to support the timely delivery of affected goods during a crisis;
- ensure that workers and the businesses, especially micro-, small-, and medium-sized enterprises, in the economies of IPEF partners benefit from resilient, robust, and efficient supply chains by identifying disruptions or potential disruptions and responding promptly, effectively, and, where possible, collectively;
- better prepare businesses in the economies of the IPEF partners to identify, manage, and resolve supply chain bottlenecks, including by strengthening supply chain logistics and infrastructure;

- facilitate cooperation, mobilize investments, and promote regulatory transparency in sectors and goods critical to national security, public health and safety, or the prevention of significant or widespread economic disruptions;
- respect, promote, and realize, in good faith, labor rights in IPEF partners' supply chains, in recognition of the essential role of workers in achieving greater supply chain resilience;
- ensure the availability of a sufficient number of skilled workers in critical sectors and key goods, including by upskilling and reskilling workers, promoting inclusivity and equal access, and increasing comparability of skills credentials frameworks;
- identify opportunities for technical assistance and capacity building in strengthening IPEF partners' supply chains; and
- respect market principles, minimize market distortions, including unnecessary restrictions and impediments to trade, and protect business confidential information.

In support of these efforts, the proposed IPEF Supply Chain Agreement contemplates the establishment of three new IPEF Supply Chain bodies to facilitate cooperation among the IPEF partners on supply chain issues:

- **The IPEF Supply Chain Council:** The proposed Agreement would establish a mechanism for the IPEF partners to work collaboratively to develop sector-specific action plans for critical sectors and key goods to enhance the resilience of IPEF partner's supply chains, including through diversification of sources, infrastructure and workforce development, enhanced logistics connectivity, business matching, joint research and development, and trade facilitation.
- **The IPEF Supply Chain Crisis Response Network:** The proposed Agreement would establish an emergency communications channel for the IPEF partners to seek support during a supply chain disruption and to facilitate information sharing and collaboration among the IPEF partners during a crisis, enabling a faster and more effective response that minimizes negative effects on their economies.
- **The IPEF Labor Rights Advisory Board:** The proposed Agreement would establish a new advisory board, consisting of government, worker, and employer representatives, as well as a subcommittee composed of government representatives, to support the IPEF partners' promotion of labor rights in their supply chains, promotion of sustainable trade and investment, and facilitation of opportunities for investment in businesses that respect labor rights.

The IPEF partners are committed to operationalizing this landmark Agreement as soon as practicable, including starting preparatory work, to bolster resilient supply chains while recognizing the different economic and geographic characteristics of the partners.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

**INDO-PACIFIC ECONOMIC FRAMEWORK
AGREEMENT RELATING TO SUPPLY CHAIN RESILIENCE
(IPEF SUPPLY CHAIN AGREEMENT)**

May 27, 2023

Derived From:

Classification Authorization of June 13, 2022, by Department of Commerce Counselor and Chief Negotiator Sharon H. Yuan, per Executive Order 13526, Section 1.4(b); modified handling authorized under Section 4.1(h).

All individuals handling this document must protect it from unauthorized disclosure in the interest of the national security of the United States. Disclosure is authorized solely to persons with an established need to know. Public release is not permitted.

Modified Handling:

This document may be copied and transmitted over unclassified e-mail or fax, discussed over non-secured phone lines, and stored on unclassified computer systems. Hard copies of this document and copies downloaded on electronic media must be stored in a locked or otherwise secure cabinet, room, or building.

Declassification Date:

Five years after an instrument enters into force or five years after the close of negotiations related to such instrument, which occurs later, unless a determination is made to declassify the information at an earlier date.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

**INDO-PACIFIC ECONOMIC FRAMEWORK AGREEMENT RELATING TO SUPPLY
CHAIN RESILIENCE (IPEF SUPPLY CHAIN AGREEMENT):**

We, the undersigned Governments of the Indo-Pacific Economic Framework,

ACKNOWLEDGING that:

resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, and inclusivity are indispensable considerations in the development of resilient and robust supply chains, in addition to costs;

supply chain development can be a source of quality job creation, poverty reduction, and economic opportunity for our enterprises, especially micro, small, and medium-sized enterprises (MSMEs), workers and communities, including women, Indigenous Peoples, persons with disabilities, rural and remote populations, minorities, and local communities;

supply chain disruptions may be due to, among other causes, pandemics and regional epidemics, weather events, disasters declared or recognized by a central or sub-central government, cyber incidents, logistical interruptions, insufficient supply of raw materials or components, bottlenecks, or armed conflict;

supply chains benefit from the establishment of predictable, fair, and competitive markets that respect the environment, health and safety, and labor rights;

secure and resilient supply chains must be developed, maintained, and prepared to respond effectively to unexpected events;

stakeholder engagement is essential to the promotion of supply chain resilience, particularly the private sector, given the leading role it plays in the development and management of supply chains, as well as representative workers' organizations;

reliable infrastructure is essential for effective supply chain management and to facilitate secure sharing of data between freight and logistics partners;

the different economic and geographic characteristics and capacity constraints of the Parties are vital considerations in relation to our collective supply chain resilience efforts; and

fair and open markets underpinned by the rules-based multilateral trading system with the WTO at its core, are fundamental to building resilient supply chains, and that the Parties intend to act consistently with their respective WTO obligations.

SEEKING to:

ENHANCE supply chain transparency and information sharing between the Parties and the private sector, consistent with each Party's domestic laws, regulations, and policy, in

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

order to promote risk awareness, identify bottlenecks and supply chain disruptions;

ENCOURAGE supply chain diversification through the use of multiple suppliers, to promote resilience and inclusivity, foster interconnectedness, and advance shared prosperity across and within our countries; and guard against economic vulnerability arising from global import concentrations;

MOBILIZE investments, encourage technical cooperation, and foster opportunities for the development of a skilled workforce, critical infrastructure, industrial capacities, and enhanced connectivity;

RAISE awareness of the instrumental role that inclusive trade and investment policies play within supply chains and their contribution to sustainable economic growth;

PROMOTE supply chains in which Labor Rights, as defined by this Agreement, are respected, and create market demand for sustainable and responsible sources of supply;

RAISE awareness of potential supply shortages, supply chain bottlenecks and other similar risks to help safeguard against supply chain disruptions and their adverse secondary effects;

COOPERATE to address logistical bottlenecks and vulnerabilities in the Parties' supply chains, including those that may arise in the context of land, air, and maritime and waterway transport, warehousing, port-related services, and infrastructure; and

MINIMIZE market distortions, protect confidential business information, promote regulatory compliance, and respect market principles.

HAVE AGREED as follows:

Section A: Definitions

Article 1: Definitions

For the purposes of this Agreement:

central level of government means:

- (a) for Australia, the Commonwealth Government;
- (b) for Brunei Darussalam, the national level of government;
- (c) for the Republic of Fiji, the national level of government;
- (d) for the Republic of India, the Central Government;
- (e) for Republic of Indonesia, the central level of government;

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

- (f) for Japan, the Government of Japan;
- (g) for the Republic of Korea, the central level of government;
- (h) for Malaysia, the federal level of government;
- (i) for New Zealand, the national level of government;
- (j) for the Philippines, the national level of government;
- (k) for Singapore, the national level of government;
- (l) for Thailand, the national level of government;
- (m) for the United States of America, the federal level of government; and
- (n) for Viet Nam, the national level of government;

critical sectors means sectors that produce goods and supply related essential services¹ critical to a Party's national security, public health and safety, or the prevention of significant or widespread economic disruptions, as determined by that Party in accordance with Article 7 of this Agreement;

days means calendar days;

enterprise 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;

ILO means the International Labour Organization;

ILO Declaration means the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up (1998), as amended in 2022;

IPEF supply chain body means the IPEF Supply Chain Council, the IPEF Crisis Response Network, and the Labor Rights Advisory Board;

IPEF supply chains means the economic, commercial, and trade relationships between and among enterprises in the economies of the Parties;

key goods means raw, in-process, or manufactured materials, articles, or commodities, the absence of which could have a significant effect on a Party's national security, public health and safety, or the prevention of significant or widespread economic disruptions, as determined by that Party in accordance with Article 7 of this Agreement;

Labor Rights means:

¹ "Related essential services" are services directly related to the production or movement of goods within Critical sectors.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

- (a) The following rights, set out in the ILO Declaration :²
 - (i) freedom of association and the effective recognition of the right to collective bargaining;
 - (ii) the elimination of all forms of forced or compulsory labor;
 - (iii) the effective abolition of child labor; and, for the purposes of this Agreement, a prohibition on the worst forms of child labor;
 - (iv) the elimination of discrimination in respect of employment and occupation;
 - (v) a safe and healthy working environment; and
- (b) acceptable conditions of work with respect to minimum wages and hours of work;³

measure includes any law, regulation, procedure, requirement, or practice;

MSMEs means micro-, small-, and medium-sized enterprises;

Party means any State or separate customs territory for which this Agreement is in force;

person means a natural person or an enterprise;

publish means to disseminate information through paper or electronic means that is readily accessible to the general public;

supply chain disruptions means severe interruptions, delays, or shortages that (i) impact one or more Parties; and (ii) significantly impair the production of, the cross-border movement of, or access to, materials, articles, or commodities or the delivery of related essential services, as determined by an affected Party;

WTO means the World Trade Organization;

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

² The rights shall be interpreted consistently with the ILO's Declaration on Fundamental Principles and Rights at Work as adopted in 1998 and amended in 2022.

³ For greater certainty:

- (a) "acceptable conditions of work with respect to minimum wages" include any requirements to provide wage-related benefit payments to, or on behalf of, workers, as per a Party's domestic regulations, such as those for profit sharing, bonuses, retirement, and healthcare; and
- (b) this subparagraph relates to the establishment by a Party in its statutes, regulations, and practices thereunder, of acceptable conditions of work as determined by that Party.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

Section B: Building Stronger IPEF Supply Chains

Article 2: Collaborating to Strengthen IPEF Supply Chains

1. The Parties intend to undertake cooperative activities to increase the resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, and inclusivity of IPEF supply chains, taking into account the different economic and geographic characteristics and capacity constraints of the Parties as well as the individual characteristics of different sectors and goods.
2. The Parties intend to explore new ways and enhance existing efforts to improve the attractiveness of investment opportunities in IPEF supply chains.
3. The Parties intend to promote, facilitate, and encourage investment in critical sectors, the production of key goods, the development, maintenance, and upgrading of physical and digital infrastructure, transportation, and workforce projects such as through the following:
 - (a) Organizing investment missions and encouraging public-private joint efforts and other business match making activities to help enterprises identify potential partners in the economies of the Parties; and
 - (b) sharing expertise on project scoping, structuring, and implementation.
4. The Parties intend to foster improvements in logistics services and logistics infrastructure, as well as the development of multi-modal transport corridors, including by exploring the development, upgrading, or digitalization of ports, logistics hubs, roads, and freight railways.
5. The Parties intend to align guidance, procedures, and policies related to trade facilitation to the extent possible, and to share best practices to help enterprises benefit from such policies.
6. The Parties intend to exchange best practices in cargo risk assessment and to consider developing programs to securely share data as necessary for international cargo security to the extent possible, consistent with each Party's domestic laws and regulations, including on the protection of business confidential information.
7. The Parties intend to share information on practices through which mutual recognition arrangements with respect to their Authorized Economic Operators (AEO) programs can bolster supply chain resilience.
8. The Parties intend to encourage production of key logistics inputs⁴ by enterprises in the economies of the Parties to meet market demand and diversification of source markets, with a particular focus on enhancing the resilience and competitiveness of IPEF supply chains.

⁴ Key logistics inputs include warehousing equipment, long-haul ships, commercial aircraft, shipping containers, chassis, cranes, freight trucks, and rail cars, and their components.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

9. The Parties intend to promote efficient and sustainable production, use, and recycling of resources as part of more circular economies to help reduce the need to create new sources of goods while respecting the domestic frameworks or national regulations of the Parties.
10. The Parties intend to encourage the development and adoption of digital standards and frameworks that support information technology interoperability and data flows among freight and logistics enterprises to enhance efficiency, transparency, and security.
11. The Parties intend to encourage the publication of electronic versions of trade administration documents in English.⁵
12. The Parties intend to cooperate to provide technical assistance and capacity building to prevent asbestos-related diseases and to promote transition from the use of asbestos to safer alternative products in IPEF supply chains.
13. The Parties intend to explore joint Research and Development (R&D) projects to foster innovation in IPEF supply chains.
14. The Parties intend to use tools such as risk and readiness assessments, economic development programs, technical assistance, and capacity building to help enterprises, particularly micro, small and medium-sized manufacturers to:
 - (a) identify risks to their supply chains, such as cybersecurity risks and risks from single or sole source providers;
 - (b) diversify inputs into their production particularly from other Parties;
 - (c) increase their industrial capacity and productivity;
 - (d) adopt advanced manufacturing and supply chain technologies;
 - (e) enhance their ability to purchase inputs;
 - (f) access to financing, including through export credit and development finance agencies where appropriate;
 - (g) manage logistics costs and benefit from economies of scale;
 - (h) adopt and comply with relevant international standards, including through support to meet testing and certification requirements; or
 - (i) better understand, manage, and reduce their cybersecurity risk and proactively protect their networks, systems, and data.

⁵ For greater certainty, trade administration documents means forms issued or controlled by a Party for the importation, exportation or transit through the territory of a Party of goods.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

Article 3: Taking Action to Strengthen IPEF Supply Chains

1. Each Party is committed to minimize unnecessary restrictions or impediments creating barriers to trade affecting the resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, and inclusivity of IPEF supply chains.
2. Each Party intends to establish or maintain one or more focal points or appropriate mechanisms to facilitate foreign direct investment into its market. The focal points or mechanisms may assist investors or persons seeking to invest within IPEF in obtaining relevant information from competent authorities or help resolve problems which may occur in the investment process covered by this Agreement, to the extent feasible.
3. Each Party intends to adopt or maintain procedures that provide under normal circumstances for the release of perishable goods as soon as possible following receipt of all documents and fulfillment of all applicable procedures and requirements.
4. Each Party intends to foster the increased availability of, and investment in, long-term and cold-chain warehousing near, or easily accessible to, ports of entry and to avoid discriminatory policies and procedures that limit warehousing options for imported goods to the extent possible.
5. Each Party intends to facilitate authorized transportation worker access to land, air, and sea ports-of-entry and related facilities, subject to applicable domestic law and procedures related to travel documents and authorizations.
6. Each Party intends to foster increased participation by its stakeholders, particularly MSMEs, in international standards development processes related to supply chain efficiency, sustainability, security, and resilience.
7. Each Party intends to create or maintain opportunities to consult with and consider input and recommendations from the private sector and representative workers' organizations, as appropriate, on an ongoing basis in the development of policies and measures related to the resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, and inclusivity of IPEF supply chains.
8. Each Party, in consultation with the private sector and representative workers' organizations, intends to explore supply chain mapping approaches including chain-of-custody protocols, and utilization of production as well as logistics-related data where appropriate and feasible with the goal of improving supply chain transparency from raw materials to finished goods, with a particular focus on critical sectors or key goods.

Article 4: Promoting Regulatory Transparency to Bolster IPEF Supply Chains

1. The Parties recognize that regulatory transparency, objectivity, accountability, and predictability can support the resilience of IPEF supply chains and help enable investment in critical sectors or key goods.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

2. Each Party is committed to publishing its laws and regulations related to IPEF supply chains undertaken at the central level of government and if requested, providing relevant public information, to the extent practicable, to other Parties, including details related to any exceptions or exemptions, where applicable.
3. In a manner consistent with its domestic laws and regulations, each Party is committed to providing other Parties a reasonable opportunity to comment on proposed regulations at the central level of government likely to significantly impact IPEF supply chains, to the extent practicable.⁶

Article 5: Enhancing the Role of Workers

1. The Parties intend to collaborate to help each Party ensure a sufficient number of skilled workers are available in supply chains for its critical sectors or key goods, including by upskilling and reskilling workers through increased access to quality education, training, and capacity building. Such activities may include business-academia collaborations.
2. The Parties intend to undertake efforts, consistent with the legal framework of each Party, to promote the inclusivity of IPEF supply chains, including ensuring resources and formal training opportunities are available to and can be accessed equitably by all persons, including women, Indigenous Peoples, persons with disabilities, rural and remote populations, minorities, and local communities.
3. Each Party intends to continue promoting the implementation of Labor Rights in its economy and the domestic enforcement of its labor laws.
4. Each Party intends to create or maintain opportunities to consult with and consider input and recommendations from the private sector and representative workers' organizations on an ongoing basis in the development of policies and measures related to Labor Rights.
5. The Parties intend that efforts to improve supply chain resilience pursuant to this Agreement be undertaken in a manner consistent with Labor Rights.
6. The Parties intend to support the efforts to increase understanding and comparability of skills credentials frameworks with respect to qualifications, occupations, and skill clusters in critical sectors and key goods.

Article 6: Establishing an IPEF Supply Chain Council

1. The Parties hereby establish an IPEF Supply Chain Council composed of a senior government representative of the relevant central-level authorities of each Party.

⁶ This paragraph does not apply to a regulation to the extent it adjusts a tariff rate applicable to a good.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

2. Each Party shall notify the other Parties of its IPEF Supply Chain Council member within 30 days of the date of entry into force of this Agreement, and thereafter shall notify the IPEF Supply Chain Council of any change in its designated member as soon as practicable.
3. Within 60 days of the date of entry into force of this Agreement, the IPEF Supply Chain Council shall, following approval by two-thirds of its members, elect a Chair to serve a two-year term. The Chair shall convene IPEF Supply Chain Council meetings and coordinate IPEF Supply Chain Council activities.
4. Within 120 days of the date of entry into force of this Agreement, and following approval by consensus of the IPEF Supply Chain Council members, the IPEF Supply Chain Council shall establish a Terms of Reference to describe procedures related to IPEF Supply Chain Council operations, including its procedure for decision-making, reviewing the terms of reference, and the establishment of Action Plan teams as per paragraph 7(b).
5. Each Party shall inform the other Parties on its efforts to implement Articles 2-5 and 11 through a written report that the Party shall submit to the IPEF Supply Chain Council on an annual basis or as otherwise decided by the IPEF Supply Chain Council.
6. The IPEF Supply Chain Council may periodically publish a non-confidential summary of its activities.
7. The IPEF Supply Chain Council shall meet in person or virtually on an annual basis, or as otherwise decided by the IPEF Supply Chain Council, to:
 - (a) review and discuss each Party's written report on its efforts to implement Articles 2-5 and 11;
 - (b) establish teams to develop recommendations to increase the resilience and competitiveness of critical sectors or key goods from among those notified by at least three Parties pursuant to Article 10.3 (herein after "Action Plans")⁷;
 - (c) review and discuss Action Plans submitted to the IPEF Supply Chain Council;
 - (d) review and discuss any Labor Rights concerns identified and recommendations provided by the Labor Rights Advisory Board pursuant to Article 8.7; and
 - (e) discuss opportunities to support skills and workforce development activities.
8. The IPEF Supply Chain Council may, as decided by the Parties:
 - (a) explore opportunities to develop best practices in relation to policies, measures or actions impacting trade in critical sectors or key goods; or

⁷ When an Action Plan team is established, the Council shall designate a Chair to organize its activities.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

- (b) discuss any possible collaboration in relation to policies, measures or actions to enhance the resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, and inclusivity of IPEF supply chains.
9. The IPEF Supply Chain Council shall consider where technical assistance and capacity building could increase the resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, and inclusivity of IPEF supply chains.
10. The IPEF Supply Chain Council may consider the creation of an independent mechanism, such as a Chief Executive Officer forum related to IPEF supply chains, with the goal of generating representative private sector recommendations on ways to improve the resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, and inclusivity of IPEF supply chains.⁸
11. Within 30 days of the establishment of an Action Plan team, a Party choosing to participate in a particular Action Plan team shall designate its lead representative.⁹ Each Party's lead representative shall be a government representative of the relevant central-level authorities of the Party. Each Party shall seek to select representatives for different Action Plan teams based on their relevant expertise. A Party may elect not to participate in a particular Action Plan team at its discretion.
12. Within one year of the Action Plan team's formation and following approval by consensus of the Action Plan team, the Chair, on behalf of the Action Plan Team, shall submit its Action Plan to the IPEF Supply Chain Council. If consensus is not reached within one year, the Chair shall submit a provisional Action Plan to the IPEF Supply Chain Council noting any areas of disagreement.
13. Action Plans may include recommendations:¹⁰
- (a) to promote diversification of sources where market concentration exists for the sector or good;
 - (b) regarding raw material needs, demand expectations, manufacturing and processing capacities, and storage availabilities in the economies of the Parties;
 - (c) regarding the infrastructure and skilled workforce needed to support a resilient supply chain for the sector or good;
 - (d) to relieve logistical bottlenecks relevant to the sector or good, including those resulting from issues with transportation to, from, and between ports-of-entry;

⁸ The Parties intend for any such mechanism to include representatives of enterprises operating in the economy of each Party.

⁹ In addition to the lead government representative, each Party may choose to have up to two additional government representatives on any Action Plan Team but will receive only one vote per Party on any Action Plan recommendations or activities.

¹⁰ Action Plans shall not address financial regulatory issues, economic sanctions, or monetary policy, as these shall continue to be dealt with through existing channels.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

- (e) to enhance connectivity, such as improving air and port connections;
- (f) regarding joint financing of investment projects that could increase the efficiency, productivity, and sustainability of the supply chain relevant to the sector or good;
- (g) to accelerate business matching, with a particular emphasis on MSMEs, for the relevant sector or good;
- (h) to facilitate the private sector's ability to understand and respond to supply chain vulnerabilities;
- (i) to facilitate joint R&D to support the resilience and competitiveness of the supply chain for the sector or good; or
- (j) to facilitate trade in the sector or good including to minimize or remove impediments to that trade.

14. Each Action Plan team shall seek to consult with and consider input and recommendations from a diverse set of relevant stakeholders, such as government authorities, the private sector, academia, non-governmental organizations, and representative workers' organizations to aid in the development of its recommendations.

15. Each Action Plan team should take into account the activities already under way by central or sub-central governments to build supply chain resilience.

Article 7: Establishing an IPEF Supply Chain Crisis Response Network

1. The Parties hereby establish an IPEF Supply Chain Crisis Response Network (hereinafter "Crisis Response Network") composed of senior government representatives of the relevant central-level authorities of each Party.

2. The Crisis Response Network shall:

- (a) serve as an emergency communications channel to rapidly disseminate relevant information among the Parties during a supply chain disruption;
- (b) facilitate cooperation on supply chain disruption responses, including the actions described in Article 12;
- (c) consider the use of table-tops, stress tests, or similar exercises simulating a range of possible supply chain disruptions to provide the Parties with an opportunity to prepare and test strategies for responding to supply chain disruptions, and may share any conclusions with the IPEF Supply Chain Council; and
- (d) assess past experiences as well as existing policies and procedures to facilitate preparedness for, and responses to, supply chain disruptions and to minimize any

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

negative impact of disruptions on IPEF supply chains, and may share any conclusions with the IPEF Supply Chain Council.

3. Each Party shall notify the other Parties of its designated Crisis Response Network member as soon as practicable but no later than within 30 days of the date of entry into force of this Agreement, and thereafter shall notify the Crisis Response Network of any change in its designated member as soon as practicable.
4. As soon as practicable but no later than 60 days of the date of entry into force of this Agreement, the Crisis Response Network shall, following approval by two-thirds of its members, elect a Chair to serve a two-year term. The Chair shall convene Network meetings and coordinate Network activities.
5. As soon as practicable but no later than 120 days of the date of entry into force of this Agreement, and with consensus approval by the Crisis Response Network, the Crisis Response Network shall establish a Terms of Reference to describe procedures related to Network operations, including under what circumstances Parties can request an emergency meeting at the Minister or Leaders-level and providing for review of the terms of reference.
6. The IPEF Crisis Response Network may periodically publish a non-confidential summary of its activities.

Article 8. Establishing an IPEF Labor Rights Advisory Board

1. Recognizing the critical role that Labor Rights play in increasing the resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, and inclusivity of IPEF Supply Chains, the Parties intend to:
 - (a) respect, promote, and realize, in good faith, Labor Rights in IPEF Supply Chains;
 - (b) create an environment that facilitates more opportunities for investment in enterprises that advance high standards for Labor Rights;
 - (c) identify opportunities for technical assistance and capacity building to assist with promotion of Labor Rights in IPEF Supply Chains; and
 - (d) highlight practices that are improving conditions for workers in the economies of the Parties.
2. The Parties hereby establish an IPEF Labor Rights Advisory Board (Labor Rights Advisory Board) composed of three representatives from each Party: (1) a senior government representative responsible for labor matters from the central level of government; (2) a worker representative; and (3) an employer representative. Each Party shall invite, consistent with its domestic laws and regulations, worker and employer organizations in its territory credentialed at the most recent ILO International Labor Conference to select its worker and employer representatives, respectively, for the Labor Rights Advisory Board, provided such worker and employer representatives may participate in the Labor Rights Advisory Board only if they are

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

subject to appropriate confidentiality requirements consistent with the requirements set out in Article 13.

3. Each Party shall notify the other Parties of its Labor Rights Advisory Board representatives within 30 days of the date of entry into force of this Agreement for that Party. A Party may replace a representative by following the relevant procedures in paragraph 2 and notifying the other Parties of the new representative.
4. The Parties hereby establish a subcommittee of the Labor Rights Advisory Board (Subcommittee) consisting of the government representatives of the Labor Rights Advisory Board.
5. Within 60 days of the date of entry into force of this Agreement, the Subcommittee shall, following approval by two-thirds of its members, elect a Chair of the Labor Rights Advisory Board from the members of the Subcommittee. The Chair shall serve a two-year term and may be re-elected for a second term. In no event shall a representative of a Party be elected as chair if a representative of the same Party has served consecutive terms as chair in any part of the preceding six-year period. The Chair shall coordinate Labor Rights Advisory Board activities and convene meetings, including at least one meeting annually.
6. Within 120 days of the date of entry into force of this Agreement, the Labor Rights Advisory Board shall draft a Terms of Reference to describe procedures related to Board and Subcommittee operations, including procedures for decision-making, conflict of interest rules, procedures for the formation of working groups, and reviewing the terms of reference. The Terms of Reference shall take effect upon approval by consensus of the Subcommittee members.
7. The Labor Rights Advisory Board shall pursue its work with a view toward promoting sustainable trade and investment among the Parties, providing resources to businesses and other stakeholders to help identify opportunities and minimize risks, and strengthening IPEF Supply Chain resilience through the promotion of Labor Rights. Accordingly, the Labor Rights Advisory Board shall identify on an ongoing basis any Labor Rights concerns that it considers to pose a significant risk to the resilience, efficiency, productivity, sustainability, transparency, diversification, security, fairness, or inclusivity of IPEF Supply Chains and develop recommendations to address such risks. The Labor Rights Advisory Board shall inform the IPEF Supply Chain Council of any identified concerns; its recommendations, including identifying opportunities for technical assistance and capacity building, to address the risks; and periodic updates to such recommendations.
8. The Labor Rights Advisory Board shall develop, in consultation with the ILO, up to two sector-specific technical reports annually on Labor Rights in IPEF Supply Chains. Each technical report shall focus on a sector chosen by the Subcommittee and shall include any relevant country-specific information as appropriate, a study of labor laws and labor practices in the economies of the Parties, an analysis of business practices that affect Labor Rights in the sector, and, where appropriate, a description of the practices of Parties or enterprises in the economies of the Parties that are improving conditions for workers in the sector. The Labor Rights Advisory Board shall provide a copy of each such report to the IPEF Supply Chain Council. Notwithstanding Article 13.3, the Labor Rights Advisory Board shall, following approval by

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

two-thirds of the representatives, publish such reports, except for any information designated as confidential in accordance with Article 13.1.

9. To aid in the Parties' efforts to respect, promote, and realize, in good faith, Labor Rights, the Labor Rights Advisory Board may, following approval by two-thirds of the representatives, publish:

- (a) business advisories on sectors with identified Labor Rights concerns that may significantly affect IPEF supply chains;
- (b) best practice guides to help enterprises operating in IPEF Supply Chains to implement due diligence guidance;¹¹
- (c) information to increase awareness of the importance of Labor Rights in IPEF Supply Chains and the tools and resources to help enterprises and Parties promote and protect Labor Rights; or
- (d) periodic summaries of its activities.

10. The Labor Rights Advisory Board shall periodically review and, when appropriate, publish updates to business advisories and best practice guides published in accordance with paragraph 9.

Article 9. Addressing Facility-Specific Labor Rights Inconsistencies

1. For purposes of this Article, **subject facility** means a facility that is located in the territory of a Party and operated by an enterprise that is not a microenterprise.¹²

2. The Parties recognize that Labor Rights inconsistencies in the economy of one Party can affect supply chains in the economy of another Party and recognize the critical role business practices play in protecting Labor Rights across IPEF Supply Chains.

3. Each Party intends to establish or maintain, consistent with its domestic law, a reporting mechanism to receive allegations, including through electronic means, of Labor Rights inconsistencies at subject facilities located in the territory of another Party, in accordance with this Article.

4. Within 180 days of the date of entry into force of this Agreement, the Subcommittee shall develop guidelines for the operation of reporting mechanisms pursuant to Paragraph 3.¹³ The guidelines shall include a common format for submitting an allegation to a Party's reporting mechanism of a Labor Rights inconsistency at a subject facility located in the territory of another Party, criteria to consider in assessing whether an allegation is adequately substantiated and

¹¹ Such guidance should be based on the UN Guiding Principles on Business and Human Rights and the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy.

¹² For the purposes of this Article microenterprises are defined as firms with 20 or fewer workers.

¹³ In developing guidelines, the Subcommittee may consider any relevant guidelines such as the OECD procedural guidance for the operation of the OECD National Contact Points.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

likely to affect IPEF supply chains, procedures to manage parallel and duplicative proceeding, and procedures to avoid any abuse of process for notifying and host Parties.

5. Each Party shall develop procedures, consistent with its domestic laws and regulations, for the receipt and consideration of allegations through the reporting mechanism under paragraph 3, including the processes by which the Party will ensure confidentiality in accordance with paragraph 6; assess whether an allegation is adequately substantiated and likely to affect IPEF supply chains; manage parallel and duplicative proceeding; and avoid any abuse of process, taking into account the guidelines developed under paragraph 4.

6. A Party receiving an allegation through its reporting mechanism under paragraph 3 shall maintain the confidentiality of the allegation and any supporting information, including any confidential business information, the name of the enterprise, any information that would identify a person providing information used in support of the allegation, and any information included in the allegation that would identify individual workers, except to the extent required by the Party's law.

7. A Party (the "notifying Party") that receives through its reporting mechanism under paragraph 3 an allegation of a Labor Rights inconsistency that:

- (a) was made by a person of a Party;
- (b) occurred at a subject facility located in the territory of another Party;
- (c) the notifying Party in good faith determines is adequately substantiated; and
- (d) the notifying Party determines is likely to affect IPEF Supply Chains

is committed to providing, within 30 days of receiving the allegation, written notification of the allegation to the Party in whose territory the facility is located (the "host Party"). The notification must include the allegation but must not contain any information that would identify a person who submitted the allegation or a person providing information used in support of the allegation, or any information that would identify individual workers. The host Party is committed to providing a written response to the notifying Party within 15 days of receiving the notification to acknowledge receipt.

8. Following notification to the host Party, the host Party shall review the allegation in a manner consistent with its relevant domestic laws and regulations through efforts such as:

- (a) engaging with the facility and its workers with regard to the facts in the allegation;
- (b) obtaining other relevant information; and
- (c) exploring options available to the facility to address the situation and engaging with the facility on such options.

The two Parties shall not publicly disclose the allegation or efforts to reach a resolution, except to the extent required by the respective laws of each Party.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

9. No later than 60 days after the notification under paragraph 7, the host Party is committed to providing a written update to the notifying Party on the allegation, including the host Party's efforts to address the allegation.
10. The host Party and the notifying Party are committed to engaging in dialogue in good faith to reach a resolution of the said allegation within 60 days of transmission of the update under paragraph 9. Any such resolution of the allegation must be consistent with the host Party's domestic laws and regulations.
11. If, after 60 days from the transmission of the update under paragraph 9, taking into account the results, if any, of the review under paragraph 8, the host Party and the notifying Party have not reached a resolution of the said allegation pursuant to paragraph 10, the host Party and the notifying Party are committed to either:
- (a) informing the Subcommittee of the allegation and the status thereof; or
 - (b) by mutual agreement, continuing to work together in good faith, with a view to reach a resolution, in which case either Party may at any time elect to cease such work and inform the Subcommittee of the allegation and the status thereof.
12. After reviewing the information provided under paragraph 11, the Subcommittee may, following approval by two-thirds of its members:
- (a) encourage the two Parties to continue to pursue efforts toward resolution of the allegation;
 - (b) in consultation with the IPEF Supply Chain Council, develop proposals to address any negative effects on IPEF Supply Chains resulting from the alleged Labor Rights inconsistency;
 - (c) engage with the International Labor Office and where appropriate the ILO country office on the matter; or
 - (d) identify opportunities for technical assistance and capacity building to address Labor Rights inconsistencies similar to those identified in the allegation.
13. The Subcommittee shall maintain a public list of all unresolved allegations of which the Subcommittee is notified pursuant to paragraph 11. For each such allegation, the list shall provide:
- (a) the notifying Party;
 - (b) the host Party;
 - (c) the sector that the specific facility is operating in;
 - (d) the specific Labor Right or Labor Rights that are the subject of the allegation; and
 - (e) the date on which the allegation was added to the list.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

14. Notwithstanding paragraph 13, the Subcommittee shall not provide the sector referenced in an allegation if listing the sector would by itself identify the facility.
15. An allegation shall be removed from the list under paragraph 13 if:
 - (a) a resolution has been reached; or
 - (b) the allegation has been on the list for at least four years and the Subcommittee, following approval by two-thirds of its members, decides to remove it.

Article 10: Identifying Critical Sectors or Key Goods

1. The Parties intend to develop a shared understanding of global supply chain risks, and to support this, each Party shall identify its critical sectors or key goods. Each Party intends to consult with and consider input and recommendations from a diverse set of relevant stakeholders as appropriate, such as the private sector, government authorities, academia, non-governmental organizations, and representative workers' organizations, to identify critical sectors or key goods.
2. In identifying its critical sectors or key goods, each Party intends to consider factors such as:
 - (a) The impact of a potential shortage on a Party's national security, public health and safety, or the prevention of significant or widespread economic disruptions;
 - (b) the level of dependence on a single supplier or a single country, region, or geographic location;
 - (c) geographic factors including actual or potential transport constraints, especially for island or remote regions of the Parties;
 - (d) the availability and reliability of alternative suppliers or supply locations;
 - (e) the extent of imports required to meet domestic demand;
 - (f) the availability of domestic production capacity; or
 - (g) the extent of interconnectedness with other critical sectors.
3. Each Party shall, within 120 days of the date of entry into force of this Agreement for that Party, following identification pursuant to Articles 10.1 and 10.2, notify its initial list of critical sectors or key goods for cooperation under this Agreement to the other Parties through the IPEF Supply Chain Council.¹⁴

¹⁴ In identifying its Critical sectors or Key Goods, Parties may refer to the goods identified in the Harmonized Commodity Description and Coding System issued by the World Customs Organization by their respective national tariff nomenclatures.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

4. Each Party may add, remove, or make changes to its list of critical sectors or key goods at any time, upon written notification to the other Parties through the IPEF Supply Chain Council.

Article 11: Monitoring for and Addressing Supply Chain Vulnerabilities

1. Each Party intends to employ an evidence-based and data-informed approach to consider its supply chain vulnerabilities and to monitor import dependencies, prices (where appropriate and feasible), and trade volumes of its critical sectors or key goods.

2. The Parties intend to explore technical assistance and capacity building activities to support the development of supply chain identifying and monitoring capabilities of the Parties.

3. The Parties intend to exchange information to the extent possible regarding enterprises supplying key goods or operating within critical sectors, notified by a Party, with those enterprises' consent, to encourage additional business-to-business relationships within the economies of the Parties and further the resilience of IPEF supply chains.

4. The Parties intend to collaborate, as appropriate, in responding to cybersecurity incidents impacting critical sectors, such as through Computer Emergency Readiness Team (CERT)-to-CERT communications and by developing standard procedures around information sharing of incident data relating to detected attacks targeting critical sectors and infrastructure, incident response, collectively where possible, and sharing remediation strategies.

Article 12: Responding to Supply Chain Disruptions

1. In the event of a supply chain disruption, or in the event that a Party expects an imminent supply chain disruption, a Party may request an emergency in-person or virtual meetings of the Crisis Response Network, which should meet as soon as practicable but no later than 15 days after such a meeting is requested.

2. Upon its request for an emergency meeting of the Crisis Response Network, the Party experiencing a supply chain disruption, or expecting an imminent supply chain disruption, shall share the following non-proprietary information about the supply chain disruption through the Crisis Response Network as soon as practical, if available and appropriate:

- (a) the impact of the supply chain disruption on its national security, public health and safety, or economy;
- (b) the cause of the supply chain disruption;
- (c) the expected duration of the supply chain disruption;
- (d) what sectors are likely to be affected;
- (e) what measures the Party has taken in response to the supply chain disruption; and

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

(f) what assistance would be helpful from other Parties.

3. Each Party is committed to support another Party's responses to a supply chain disruption or an imminent supply chain disruption, to the extent possible, in accordance with its existing legal requirements, respect for market principles, and the goal of minimizing market distortions, and with appropriate recognition given to actions being led or undertaken by the private sector. Such support may include:

- (a) sharing best practices or experiences dealing with similar supply chain disruptions;
- (b) facilitating business matching within the economies of the Parties to support supply chain recovery;
- (c) encouraging the private sector to increase production and engage in the temporary repurposing and conversion of production to address shortages in affected goods;
- (d) engaging in dialogue with its private sector to provide greater certainty in the flow of materials, articles or commodities during supply chain disruptions;
- (e) exploring and facilitating joint procurements and delivery of goods and related essential services, where applicable;
- (f) facilitating and identifying alternative shipping or air routes, including multimodal transportation routes, or transport modes and access to shipping or air capacity where appropriate;
- (g) facilitating the cross-border movement of air and maritime crew to enable the movement of affected goods, subject to applicable procedures related to travel documents and authorizations and taking into account crew treatment guidelines developed by the International Civil Aviation Organization and the International Maritime Organization, as adopted by each Party;
- (h) facilitating hinterland transportation where possible and appropriate to support efficient movements in and out of ports especially congested ports;
- (i) efforts to prevent the selling of goods or services at excessive prices during a supply chain disruption;
- (j) adopting or maintaining procedures to expeditiously process the export of goods in affected sectors; or
- (k) discouraging hoarding within the affected sector or of the affected good.

4. In the event of a supply chain disruption, the Parties intend to avoid unnecessary actions that would exacerbate shortages and significantly impact IPEF supply chains.

5. Each party which has taken actions in response to a supply chain disruption, may as appropriate, promptly share information that it deems relevant about the actions, such as a brief

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

summary, through the Crisis Response Network, to enable other parties to become acquainted with the actions.

Section C: Exceptions and General Provisions

Article 13: Confidentiality¹⁵

1. Unless this Agreement expressly provides otherwise, if a Party provides information in relation to this Agreement to another Party, including through an IPEF Supply Chain Body or any subsidiary body, and designates the information as confidential, including because the information is confidential business information, any receiving Party shall maintain the confidentiality of the information. If the providing Party determines that information is a matter of public knowledge, the providing Party shall not designate that information as confidential.
2. Unless this Agreement expressly provides otherwise or the Parties decide otherwise, if a Party provides information in relation to this Agreement to another Party, including through an IPEF Supply Chain Body or any subsidiary body, but does not designate that information as confidential, any receiving Party shall maintain the confidentiality of the information except to the extent such disclosure or use is required under applicable domestic laws and regulations.
3. Unless this Agreement expressly provides otherwise or the Parties decide otherwise, recommendations, reports, and other materials produced by an IPEF Supply Chain Body or any subsidiary body shall be designated as confidential and shall not be made public by any Party.

Article 14: Disclosure of Information

Nothing in this Agreement shall be construed to require a Party to disclose, furnish, or allow access to information the disclosure of which would be contrary to its law, impede law enforcement, reveal confidential business information, or otherwise be contrary to that Party's public interest.

Article 15: Security Exceptions

Nothing in this Agreement shall be construed to:

- (a) 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

¹⁵ For greater certainty, the disclosure, in accordance with procedures provided in a Party's law, of information designated as confidential, including disclosure to a domestic court subject to appropriate procedures to protect the information from unlawful disclosure, would not be inconsistent with each Party's obligations under this Article. The receiving Party shall inform the providing Party of any instance where there is to be disclosure of information designated as confidential before this disclosure is made.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

- (b) preclude a Party from applying measures that it considers necessary for the fulfilment of its obligations with respect to the maintenance or restoration of international peace or security or for the protection of its own essential security interests.

Article 16: Implementation

This Agreement shall be implemented by the Parties within the available resources of each Party.

Article 17: Tiriti o Waitangi / Treaty of Waitangi

1. Provided that such measures are not used as a means of arbitrary or unjustified discrimination against persons of the other Parties or as a disguised restriction on trade in goods, trade in services and investment, nothing in this Agreement shall preclude the adoption by New Zealand of measures it deems necessary to accord more favourable treatment to Māori in respect of matters covered by this Agreement, including in fulfilment of its obligations under te Tiriti o Waitangi / the Treaty of Waitangi.
2. The Parties agree that the interpretation of te Tiriti o Waitangi / the Treaty of Waitangi, including as to the nature of the rights and obligations arising under it, shall not be the subject of consultations under Article 20 (Consultations).

Article 18: WTO Commitments

Nothing in this Agreement shall be construed to permit or require a Party to implement this Agreement in a manner that is inconsistent with its obligations under the WTO Agreement.

Article 19. Consultations

1. If at any time a Party has concerns with another Party's implementation of a provision of this Agreement, the concerned Party may request consultations through a written notification to the other Party's contact point, and shall set out the reasons for the request, and the other Party shall respond promptly in writing.
2. The Party requesting consultations shall immediately provide a copy of the request to the other Parties' contact points.
3. If the concerned Party's request and the other Party's response do not resolve the concerns that are the subject of the request, consultations shall commence on a date mutually agreed by the consulting Parties within 60 days of the receipt of the response.
4. The consulting Parties shall attempt to arrive at a mutually satisfactory resolution as soon as practicable.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

Section D: Final Provisions

Article 20: Contact Points

1. By or as soon as possible after entry into force of this Agreement for a Party, that Party shall designate an overall contact point for any official communications related to this Agreement, except as otherwise provided in this Agreement, and shall notify the Depositary in writing of the overall contact point and the means to transmit communications to the contact point. Each Party shall notify the Depositary in writing of any change in its contact point or means of transmission as soon as practicable.
2. Any communication to the contact point designated under paragraph 1 shall be deemed effective upon transmittal to that contact point in accordance with paragraph 1.

Article 21: Entry into Force

1. This Agreement shall be open for signature by Australia, Brunei Darussalam, the Republic of Fiji, Republic of India, the Republic of Indonesia, Japan, the Republic of Korea, Malaysia, New Zealand, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand, the United States of America, and the Socialist Republic of Viet Nam.
2. This Agreement shall be subject to ratification, acceptance, or approval. Instruments of ratification, acceptance, or approval shall be deposited with the Depositary.
3. This Agreement shall enter into force 30 days after the date on which at least five of the States listed in paragraph 1 have deposited an instrument of ratification, acceptance, or approval with the Depositary. For each State listed in paragraph 1 that submits its instrument of ratification, acceptance, or approval with the Depositary after the fifth deposit, this Agreement shall enter into force 30 days after the date of deposit of that instrument of ratification, acceptance, or approval with the Depositary.

Article 22: Designation of Delegates

1. No later than 30 days after entry into force of this Agreement, a signatory that has not deposited an instrument of ratification, acceptance, or approval may, through a notification to the Depositary, designate:
 - (a) a senior government representative as a delegate to each IPEF Supply Chain Body; and
 - (b) following the relevant procedures in Article 8.2, designate a worker representative and an employer representative as delegates to the Labor Rights Advisory Board,

provided that any such delegate is subject to appropriate confidentiality requirements, consistent with the requirements set out in Article 13.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

2. Each delegate shall be treated as a member of the relevant IPEF Supply Chain Body for the purpose of taking any relevant action under this Agreement.
3. A signatory may choose an appropriate official as its designee to a subsidiary body of an IPEF Supply Chain Body. The designee shall be treated as a representative to the subsidiary body for the purposes of this Agreement.
4. The Parties shall not amend or allow accession to this Agreement during the period covered by this Article.
5. Delegates may participate in the IPEF Supply Chain Body to which they have been designated under this Article until such time as this Agreement has entered into force with respect to that signatory or 12 months after the date of the entry into force of this Agreement, whichever comes first.

Article 23: Withdrawal

1. At any time after three years from the date of entry into force of this Agreement, a Party may withdraw from this Agreement by providing written notice of withdrawal to the Depository. A withdrawal shall take effect six months after receipt by the Depository of the written notice of withdrawal, unless the Parties decide on a different period.
2. Notwithstanding paragraph 1, Article 13 (Confidentiality) shall remain in effect with respect to a Party that has withdrawn from this Agreement with respect to any information, recommendation, report, or other material covered by Article 13 that the Party retains after the withdrawal takes effect.

Article 24: Amendments

The Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force 30 days after the date on which all Parties have deposited an instrument of ratification, acceptance, or approval with the Depository, or on such a date as the Parties may decide.

Article 25: Accession

After entry into force of this Agreement, any State or separate customs territory may accede to this Agreement, subject to the consent of the Parties and any terms or conditions that may be decided between the Parties and the State or separate customs territory. The Agreement shall enter into force with respect to an acceding Party 30 days after the deposit of its notification with the Depository.

**This document contains Indo-Pacific Economic Framework CONFIDENTIAL,
Modified Handling Authorized (C/FGI-MOD)**

Article 26: Depositary

1. The original text of this Agreement, and any amendment thereto, shall be deposited with [to be determined], which is hereby designated as the Depositary of this Agreement.
2. The Depositary shall promptly provide a certified copy of the original text of this Agreement, and any amendment thereto, to each signatory or Party, as relevant.
3. The Depositary shall promptly inform each signatory or Party, as relevant, and provide them with the date and a copy, of any notification under:
 - (a) Article 15 (Contact Points);
 - (b) Article 16 (Entry into Force);
 - (c) Article 17 (Designation of Delegates);
 - (d) Article 18 (Withdrawal);
 - (e) Article 19 (Amendments); and
 - (f) Article 20 (Accession).

Article 27: General Review

1. Every five years in the anniversary month of the date of entry into force of this Agreement, unless they decide otherwise, the Parties shall commence a general review with a view to updating and enhancing this Agreement in furtherance of its objectives. The Parties should complete the review within six months.
2. Upon completion of the review, if the Parties decide to amend this Agreement, such amendment shall be made in accordance with Article 25 (Amendments).

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