

CHAPTER 12 TRANSPARENCY

Article 12.1: Definition

For the purposes of this Chapter, administrative ruling of general application means an administrative ruling or interpretation that applies to all persons and fact situations that fall generally within the ambit of that administrative ruling or interpretation and that establishes a norm of conduct, but does not include:

- (a) a determination or ruling made in an administrative or quasi-judicial proceeding that applies to a particular person, good, or service of the other Party in a specific case; or
- (b) a ruling that adjudicates with respect to a particular act or practice.

Article 12.2: Publication

1. Each Party shall ensure that its laws, regulations, procedures, and administrative rulings of general application with respect to any matter covered by this Agreement are promptly published, including on the internet where feasible, or otherwise made available in such a manner as to enable the other Party and interested persons of each Party to become acquainted with them.

2. Each Party shall, to the extent possible and practicable under its domestic law:

- (a) publish in advance any such laws, regulations, procedures, and administrative rulings of general application with respect to any matter covered by this Agreement that it proposes to adopt; and

- (b) provide, where appropriate, the other Party and interested persons of each Party with a reasonable opportunity to comment on any such laws, regulations, procedures, and administrative rulings of general application with respect to any matter covered by this Agreement.

Article 12.3: Provision of Information

A Party shall, upon the request by the other Party, respond to specific questions from, and provide information to, the latter, in the English language, with respect to matters referred to in Article 12.2 (Publication).

Article 12.4: Confidentiality and Disclosure of Information

1. Unless otherwise provided in this Agreement, where a Party provides information to the other Party in accordance with this Agreement and designates the information as confidential, the other Party shall, subject to its laws and regulations, maintain the confidentiality of the information.

2. Nothing in this Agreement shall require a Party to furnish or allow access to confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of particular juridical persons, public or private.

Article 12.5: Administrative Proceedings

With a view to administering its laws, regulations, procedures, and administrative rulings of general application with respect to any matter covered by this Agreement in a consistent, impartial, objective, and reasonable manner, each Party shall ensure in its administrative proceedings applying such measures to a particular person, good, or service of the other Party in specific cases that:

(a) wherever possible, a person of the other Party that is directly affected by such a proceeding is provided with reasonable notice, in accordance with its domestic procedures, of when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which the proceeding is initiated, and a general description of any issue in question;

(b) a person of the other Party that is directly affected by such a proceeding is afforded a reasonable opportunity to present facts and arguments

in support of that person's position prior to any final administrative action, when time, the nature of the proceeding, and the public interest permit; and

- (c) it follows its procedures in accordance with its laws and regulations.

Article 12.6: Review and Appeal

1. Each Party shall establish or maintain judicial, quasi-judicial, or administrative tribunals or procedures for the purposes of prompt review and, where warranted, correction of final administrative actions with respect to any matter covered by this Agreement. Such tribunals shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.

2. Each Party shall ensure that, in any such tribunals or procedures, each party to a proceeding is provided with the right to:

- (a) a reasonable opportunity to support or defend that party's positions; and

- (b) a decision based on the evidence and submissions of record or, where required by its laws and regulations, the record compiled by the relevant office or authority.

3. Each Party shall ensure, subject to appeal or further review as provided in its laws and regulations, that the decision referred to in subparagraph 2(b) shall be implemented by, and shall govern the practice of, the office or authority with respect to the administrative action at issue.

Article 12.7: Contact Points

1. In order to facilitate communication between the Parties on any matter covered by this Agreement, the Parties hereby establish the following contact points:

- (a) for Thailand, the Department of Trade Negotiations, Ministry of Commerce, or its successor; and

- (b) for Sri Lanka, Ministry of Trade, or its successor.

2. On request of either Party, the contact point of the other Party shall indicate the office or official responsible for any matter pertaining to the implementation of the Agreement, and provide the required support to facilitate communication with the requesting Party. Each Party shall notify the other Party of any changes in its contact point in due time.

Article 12.8: Relations to Specific Provisions

In the event of any inconsistency between this Chapter and the specific provisions of other Chapters with respect to issues covered by this Chapter, such specific provisions shall prevail to the extent of the inconsistency.