

**CHAPTER 14**  
**INSTITUTIONAL AND FINAL PROVISIONS**

**SECTION I**  
**ADMINISTRATION AND INSTITUTIONAL PROVISIONS**

**Article 14.1: Free Trade Commission**

1. The Parties hereby establish a Free Trade Commission (hereinafter referred to as the “Commission”).
2. The Commission shall be composed of relevant government officials of each Party and shall be co-chaired by:
  - (a) in the case of Thailand, the Director-General of the Department of Trade Negotiations of Ministry of Commerce for Thailand, or their respective designee; and
  - (b) in the case of Sri Lanka, Secretary of the Ministry of Trade or their respective designee.

**Article 14.2: Duties of the Commission**

1. The Commission shall:
  - (a) review the implementation and operation of this Agreement;
  - (b) consider and, as appropriate, decide on specific matters relating to the operation and implementation of this Agreement, including matters reported by committees or working groups established under this Agreement;
  - (c) supervise and coordinate the work of committees, working groups and contact points established under this Agreement;
  - (d) take such other action as the Parties may agree.
2. The Commission may:
  - (a) establish, refer matters and delegate responsibilities to any committee or working group;

(b) consider and adopt any modifications of the rules of origin established in Annex 3B (Product Specific Rules).

**Article 14.3: Procedures of the Commission**

1. Unless the Parties agree otherwise, the Commission shall convene at least once a year in regular session and meet alternately in the territory of each Party.
2. Unless the Parties agree otherwise, the Commission shall also meet in special session within 45 days after the request in writing of a Party.
3. The Commission shall establish its rules and procedures at its first meeting.
4. All decisions of the Commission shall be taken by mutual agreement of the Parties.

## SECTION II EXCEPTIONS

### Article 14.4: General Exceptions

1. For the purposes of Chapter 2 (Trade in Goods), Chapter 3 (Rules of Origin), Chapter 4 (Customs Procedures and Trade Facilitation), Chapter 5 (Sanitary and Phytosanitary Measures), and Chapter 6 (Technical Barriers to Trade), Article XX of GATT 1994 and its interpretive note are incorporated into and made part of this Agreement, *mutatis mutandis*.
2. For the purposes of Chapter 8 (Trade in Services), Article XIV of GATS, including its footnotes, is incorporated into and made part of this Agreement, *mutatis mutandis*.
3. Nothing in this Agreement shall be construed as to prevent a Party from taking action authorised by the WTO Dispute Settlement Body. This is referring to a suspension of concession. A Party taking such action shall inform the Commission to the fullest extent possible of measures taken and of their termination.

### Article 14.5: Security Exceptions

1. Nothing in this Agreement shall be construed to:
  - (a) require any Party to furnish any information the disclosure of which it considers contrary to its essential security interests;
  - (b) prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:
    - (i) relating to fissionable materials or the materials from which they are derived;
    - (ii) relating to the traffic in arms, ammunition, and implements of war and to such traffic in other goods and materials, or relating to the supply of services, as carried on directly or indirectly for the purpose of supplying or provisioning a military establishment;

(iii) taken in time of national emergency or war or other emergency in international relations; or

(c) prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

2. A Party shall inform the Commission to the fullest extent possible of measures taken under subparagraphs (b) and (c) of paragraph 1 and of their termination.

### **Article 14.6: Taxation Measures**

1. Except as provided in this Article, nothing in this Agreement shall apply to taxation measures.

2. This Agreement shall only grant rights or impose obligations with respect to taxation measures where corresponding rights and obligations are also granted or imposed under the WTO Agreement.

3. Nothing in this Agreement shall affect the rights and obligations of a Party under any tax convention or other arrangements relating to taxation in force between the Parties. In the event of any inconsistency relating to a taxation measure between this Agreement and any such convention or arrangements, the latter shall prevail to the extent of the inconsistency. Any consultations between the Parties about whether an inconsistency relates to a taxation measure shall include representatives of the competent tax authorities of each Party.

4. For the purposes of this Article, taxation measures do not include any import or customs duties.

**SECTION III  
FINAL PROVISIONS**

**Article 14.7: Annexes, Notes, and Footnotes**

The Annexes, notes, and footnotes to this Agreement shall constitute an integral part of this Agreement.

**Article 14.8: General Review**

The Parties shall undertake a general review of the implementation and operation of this Agreement in the fifth calendar year following the calendar year in which the Agreements enters into force and every fifth calendar year thereafter, unless otherwise agreed by the Parties.

**Article 14.9 : Amendments**

1. The Parties may agree, in writing, to amend the Agreement.
2. An amendment to this Agreement shall be approved by the Parties in accordance with their respective legal requirements and procedures, and shall enter into force 60 days after the date of the latter notification by either Party to the other Party that it has completed its legal requirements and procedures or after such other period as the Parties may agree.
3. When so agreed, and approved in accordance with the legal requirements and procedures of each Party, such amendment shall constitute an integral part of this Agreement.

**Article 14.10: Entry into Force**

Unless the Parties agree otherwise, this Agreement shall enter into force on the thirtieth day after the date of the latter notification by either Party to the other Party that it has completed its internal legal requirements and procedures for the entry into force of this Agreement.

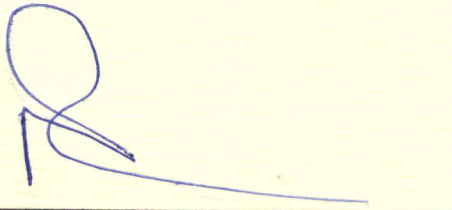
**Article 14.11: Termination**

1. This Agreement shall remain in force unless terminated.
2. Either Party may terminate this Agreement by written notification to the other Party. This Agreement shall terminate 180 days after the date of such notification, or after such other period as the Parties may agree.
3. Within 30 days after the notification under paragraph 2, either Party may request a consultation regarding whether the termination of any provision of this Agreement should take effect at a later date than that provided under paragraph 2.

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

**DONE** at Colombo, Sri Lanka, in duplicate in the English language on this third day of February 2024.

**FOR THE GOVERNMENT OF  
THE DEMOCRATIC SOCIALIST  
REPUBLIC OF SRI LANKA**



Nalin Fernando, M.P.  
Minister for Trade, Commerce and  
Food Security

**FOR THE GOVERNMENT OF  
THE KINGDOM OF THAILAND**



Phumtham Wechayachai  
Deputy Prime Minister and  
Minister for Commerce