

Side-by-Side English and Chinese Texts of the U.S.-China Phase-One Deal

**Unofficially Compiled by the CSIS
Trustee Chair in Chinese Business and Economics**

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Sources:

English:

[https://ustr.gov/sites/default/files/files/agreements/phase%20one%20agreement/Economic And Trade Agreement Between The United States And China Text.pdf](https://ustr.gov/sites/default/files/files/agreements/phase%20one%20agreement/Economic%20And%20Trade%20Agreement%20Between%20The%20United%20States%20And%20China%20Text.pdf).

Chinese:

<http://images.mofcom.gov.cn/www/202001/20200116104122611.pdf>.

ECONOMIC AND TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF CHINA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA	中华人民共和国政府和美利坚合众国政府 经济贸易协议
PREAMBLE	序 言
The Government of the People’s Republic of China and the Government of the United States of America (collectively the “Parties”),	中华人民共和国政府与美利坚合众国政府（以下合称“双方”），
RECOGNIZING the importance of their bilateral economic and trade relationship;	认识到双边经贸关系的重要性；
REALIZING that it is in the interests of both countries that trade grow and that there is adherence to international norms so as to promote market-based outcomes;	认识到贸易增长和遵循国际规范、以促进基于市场的成果，符合两国的利益；
CONVINCED of the benefits of contributing to the harmonious development and expansion of world trade and providing a catalyst to broader international cooperation;	深信和谐发展、扩大全球贸易和促进更广泛国际合作可带来的益处；
ACKNOWLEDGING the existing trade and investment concerns that have been identified by the Parties; and	承认双方提出的现有贸易和投资关切；
RECOGNIZING the desirability of resolving existing and any future trade and investment concerns as constructively and expeditiously as possible,	认识到以尽可能建设性的、快速的方式解决现有和未来贸易与 投资关切是可取的，
HAVE AGREED as follows:	达成以下协议：
CHAPTER 1 INTELLECTUAL PROPERTY	第一章 知识产权
Section A: General Obligations	第一节 一般义务
The United States recognizes the importance of intellectual property protection. China recognizes the importance of establishing and implementing a comprehensive legal system of intellectual property protection and enforcement as it transforms from a major intellectual property consumer to a major	美国认识到知识产权保护的重要性。中国正从重要知识产权 消费国转变为重要知识产权生产国，中国认识到，建立和实施知识产权保护 and 执行的全面法律体系的重要性。中国认为，不断加强知 识产权保护和执

intellectual property producer. China believes that enhancing intellectual property protection and enforcement is in the interest of building an innovative country, growing innovation-driven enterprises, and promoting high quality economic growth.	法，有利于建设创新型国家，发展创新型企业，推动经济高质量发展。
Article 1.1:	第 1.1 条
China and the United States hereby affirm that they undertake provisions with respect to intellectual property, as set forth in Sections A through K.	中国与美国为此确认承诺有关知识产权第一节至第十一节的条款。
Article 1.2:	第 1.2 条
The Parties shall ensure fair, adequate, and effective protection and enforcement of intellectual property rights. Each Party shall ensure fair and equitable market access to persons of the other Party that rely upon intellectual property protection.	双方应确保公平、充分、有效的知识产权保护和执法。对于依赖知识产权保护的一方个人，对方应确保为其提供公平、平等的市场准入。
Section B: Trade Secrets and Confidential Business Information	第二节 商业秘密和保密商务信息
The United States emphasizes trade secret protection. China regards trade secret protection as a core element of optimizing the business environment. The Parties agree to ensure effective protection for trade secrets and confidential business information and effective enforcement against the misappropriation of such information. ¹	美国重视商业秘密保护。中国认为保护商业秘密是优化营商环境的核心要素之一。双方同意，确保对商业秘密和保密商务信息的有效保护，以及对侵犯上述信息 ¹ 行为的有效执法。
Article 1.3: Scope of Actors Liable for Trade Secret Misappropriation	第 1.3 条 侵犯商业秘密责任人的范围
1. The Parties shall ensure that all natural or legal persons can be subject to liability for trade secret misappropriation.	一、双方应确保所有自然人和法人均可承担侵犯商业秘密的法律责任。
2. China shall define “operators” in trade secret misappropriation to include all natural persons, groups of persons, and legal persons.	二、中国应将侵犯商业秘密的“经营者”定义为包括所有自然人、组织和法人。
3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.4: Scope of Prohibited Acts Constituting Trade Secret Misappropriation	第 1.4 条 构成侵犯商业秘密的禁止行为范围

1.The Parties shall ensure that the scope of prohibited acts subject to liability for trade secret misappropriation provides full coverage for methods of trade secret theft.	一、双方应确保，侵犯商业秘密被追究责任的禁止行为，其范围完全涵盖盗窃商业秘密的方式。
2.China shall enumerate additional acts constituting trade secret misappropriation, especially:	二、中国应列出构成侵犯商业秘密的其他行为，尤其是：
(a)electronic intrusions;	(一) 电子入侵；
(b)breach or inducement of a breach of duty not to disclose information that is secret or intended to be kept secret; and	(二) 违反或诱导违反不披露秘密信息或意图保密的信息的义务；
(c)unauthorized disclosure or use that occurs after the acquisition of a trade secret under circumstances giving rise to a duty to protect the trade secret from disclosure or to limit the use of the trade secret.	(三) 对于在有义务保护商业秘密不被披露或有义务限制使用商业秘密的情形下获得的商业秘密，未经授权予以披露或使用。
3.China and the United States agree to strengthen cooperation on trade secret protection.	三、中国与美国同意加强商业秘密保护方面的合作。
4.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	四、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.5: Burden-Shifting in a Civil Proceeding	第 1.5 条 民事程序中的举证责任转移
1.The Parties shall provide that the burden of production of evidence or burden of proof, as appropriate, shifts to the accused party in a civil judicial proceeding for trade secret misappropriation where the holder of a trade secret has produced prima facie evidence, including circumstantial evidence, of a reasonable indication of trade secret misappropriation by the accused party.	一、双方应规定，在侵犯商业秘密的民事司法程序中，如商业秘密权利人已提供包括间接证据在内的初步证据，合理指向被告方侵犯商业秘密，则举证责任或提供证据的责任（在各自法律体系下使用适当的用词）转移至被告方。
2.China shall provide that:	二、中国应规定：
(a)the burden of proof or burden of production of evidence, as appropriate, shifts to the accused party to show that it did not misappropriate a trade secret once a holder of a trade secret produces:	(一) 当商业秘密权利人提供以下证据，未侵犯商业秘密的举证责任或提供证据的责任（在各自法律体系下使用适当的用词）转移至被告方：
(i)evidence that the accused party had access or opportunity to obtain a trade secret and the information used by the accused party is materially the same as that trade secret;	1. 被告方曾有渠道或机会获取商业秘密的证据，且被告方使用的信息在实质上与该商业秘密相同；
(ii)evidence that a trade secret has been or risks being disclosed or used by the accused party; or	2. 商业秘密已被或存在遭被告方披露或使用的风险的证据；

(iii)other evidence that its trade secret(s) were misappropriated by the accused party; and	或 3. 商业 秘密遭到被告方侵犯的其他证据； 以及
(b)under the circumstance that the right holder provides preliminary evidence that measures were taken to keep the claimed trade secret confidential, the burden of proof or burden of production of evidence, as appropriate, shifts to the accused party to show that a trade secret identified by a holder is generally known among persons within the circles that normally deal with the kind of information in question or is readily accessible, and therefore is not a trade secret.	(二) 在权利人提供初步证据，证明其已对其主张的商业秘密采取保密措施的情形下，举证责任或提供证据的责任（在各自法律体系下使用适当的用词）转移至被告方，以证明权利人确认的商业秘密为通常处理所涉信息范围内的人所普遍知道或容易获得，因而不是商业秘密。
3.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.6: Provisional Measures to Prevent the Use of Trade Secrets	第 1.6 条 阻止使用商业秘密的临时措施
1.The Parties shall provide for prompt and effective provisional measures to prevent the use of misappropriated trade secrets.	一、双方应规定及时、有效的临时措施，以阻止使用被侵犯的 商业秘密。
2.China shall identify the use or attempted use of claimed trade secret information as an “urgent situation” that provides its judicial authorities the authority to order the grant of a preliminary injunction based on the specific facts and circumstances of a case.	二、中国应将使用或试图使用所主张的商业秘密信息认定为 “紧急情况”，使得司法机关有权基于案件的特定事实和情形采取行为保全措施。
3.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.7: Threshold for Initiating Criminal Enforcement	第 1.7 条 启动刑事执法的门槛
1.The Parties shall eliminate any requirement that the holder of a trade secret establish actual losses as a prerequisite to initiation of a criminal investigation for misappropriation of a trade secret.	一、双方应取消任何将商业秘密权利人确定发生实际损失作为 启动侵犯商业秘密刑事调查前提的要求。
2.China shall:	二、中国：
(a)as an interim step, clarify that “great loss” as a threshold for criminal enforcement under the trade secret provision in the relevant law can be fully shown by remedial costs, such as those incurred to mitigate damage to business operations or planning or	(一) 作为过渡措施，应澄清在相关法律法规的商业秘密条款中，作为刑事执法门槛的“重大损失”可以由补救成本充分证明，例如为减轻对商业运营或计划的损害或重新保障计

to re-secure computer or other systems, and substantially lower all the thresholds for initiating criminal enforcement; and	计算机或其他系统安全所产生的成本，并显著降低启动刑事执法的所有门槛；
(b) as a subsequent step, eliminate in all applicable measures any requirement that the holder of a trade secret establish actual losses as a prerequisite to initiation of a criminal investigation for misappropriation of a trade secret.	以及（二）作为后续措施，应在可适用的所有措施中取消将商业秘密权利人确定发生实际损失作为启动侵犯商业秘密刑事调查前提的要求。
Article 1.8: Criminal Procedures and Penalties	第 1.8 条 刑事程序和处罚
1. The Parties shall provide for the application of criminal procedures and penalties to address willful trade secret misappropriation.	一、双方应规定刑事程序和处罚适用于对故意侵犯商业秘密的处理。
2. China's criminal procedures and penalties shall at least encompass cases of trade secret misappropriation through theft, fraud, physical or electronic intrusion for an unlawful purpose, and the unauthorized or improper use of a computer system in the scope of prohibited acts.	二、中国的刑事程序和处罚应至少将出于非法目的，通过盗窃、欺诈、实体或电子入侵的形式侵犯商业秘密的行为，以及未经授权或不当使用计算机系统的行为列为禁止行为。
3. The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.9: Protecting Trade Secrets and Confidential Business Information from Unauthorized Disclosure by Government Authorities	第 1.9 条 保护商业秘密和保密商务信息免于政府机构未经授权的披露
1. To further strengthen the protection of trade secrets, as well as better encourage various enterprises to innovate, China shall prohibit the unauthorized disclosure of undisclosed information, trade secrets, or confidential business information by government personnel or third party experts or advisors in any criminal, civil, administrative, or regulatory proceedings conducted at either the central or sub-central levels of government in which such information is submitted.	一、为进一步加强商业秘密的保护，更好地鼓励各类企业创新，中国应禁止政府工作人员或第三方专家或顾问，未经授权披露在中央或地方政府层面刑事、民事、行政或监管程序中提交的未披露信息、商业秘密或保密商务信息。
2. China shall require administrative agencies and other authorities at all levels to:	二、中国应要求各级行政机构和其他机构：
(a) limit requests for information to no more than necessary for the legitimate exercise of investigative or regulatory authority;	（一）将提交信息的要求控制在合法实施调查或监管所需范围内；

(b)limit access to submitted information to only government personnel necessary for the exercise of legitimate investigative or regulatory functions;	(二) 将有权接触 所提交信息的人员仅限于实施合法调查或监管的政府工作人员；
(c)ensure the security and protection of submitted information;	(三) 确保已提交信息的安全和保护；
(d)ensure that no third party experts or advisors who compete with the submitter of the information or have any actual or likely financial interest in the result of the investigative or regulatory process have access to such information;	(四) 确保与信息提交方有 竞争关系，或与调查或监管结果有实际或可能经济利益关系的第三 方专家或顾问，不得接触到此类信息；
(e)establish a process for persons seeking an exemption from disclosure and a mechanism for challenging disclosures to third parties; and	(五) 建立申请豁免信息披 露的程序，以及对向第三方披露信息提出异议的机制；
(f)provide criminal, civil, and administrative penalties, including monetary fines, the suspension or termination of employment, and, as part of the final measures amending the relevant laws, imprisonment, for the unauthorized disclosure of a trade secret or confidential business information that shall deter such unauthorized disclosure.	(六) 对未 经授权披露商业秘密或保密商务信息的行为实施应阻遏此类未经 授权披露的刑事、民事和行政处罚，包括罚金和停止或终止聘用， 以及作为修订相关法律的最终措施一部分的监禁。
3.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Section C: Pharmaceutical-Related Intellectual Property	第三节 药品相关的知识产权
Pharmaceuticals are a matter concerning people’s life and health, and there continues to be a need for finding new treatments and cures, such as for cancer, diabetes, hypertension, and stroke, among others. To promote innovation and cooperation in the pharmaceutical sector and to better meet the needs of patients, the Parties shall provide for effective protection and enforcement of pharmaceutical-related intellectual property rights, including patents and undisclosed test or other data submitted as a condition of marketing approval.	药品事关人民生命健康，寻找治疗和治愈疾病的新方法的需求持续存在，例如针对癌症、糖尿病、高血压和中风等。为促进中美双方在医药领域的创新与合作，更好满足患者需要，双方应为药品相关知识产权，包括专利以及为满足上市审批条件而提交的未经披露的试验数据或其他数据，提供有效保护和执法。
Article 1.10: Consideration of Supplemental Data	第 1.10 条 考虑补充数据

<p>1.China shall permit pharmaceutical patent applicants to rely on supplemental data to satisfy relevant requirements for patentability, including sufficiency of disclosure and inventive step, during patent examination proceedings, patent review proceedings, and judicial proceedings.</p>	<p>一、中国应允许药品专利申请人在专利审查程序、专利复审程序和司法程序中，依靠补充数据来满足可专利性的相关要求，包括对公开充分和创造性的要求。</p>
<p>2.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.</p>	<p>二、美国确认，美国现行措施给予与本条款规定内容同等的待遇。</p>
<p>Article 1.11: Effective Mechanism for Early Resolution of Patent Disputes</p>	<p>第 1.11 条 专利纠纷早期解决的有效机制</p>
<p>1.If China permits, as a condition of approving the marketing of a pharmaceutical product, including a biologic, persons, other than the person originally submitting the safety and efficacy information, to rely on evidence or information concerning the safety and efficacy of a product that was previously approved, such as evidence of prior marketing approval by China or in another territory, China shall provide:</p>	<p>一、作为批准包括生物药在内的药品上市的条件，如果中国允一、作为批准包括生物药在内的药品上市的条件，如果中国允许原始提交安全性与有效性信息的人以外的其他人，依靠之前已经获批产品的安全性和有效性的证据或信息，例如在中国或其他国家、地区已获上市批准的证据，</p>
<p>(a)a system to provide notice to a patent holder, licensee, or holder of marketing approval, that such other person is seeking to market that product during the term of an applicable patent claiming the approved product or its approved method of use;</p>	<p>中国应：（一）规定制度，以通知专利权人、被许可人或上市许可持有人，上述其他人正在已获批产品或其获批使用方法所适用的专利有效期内寻求上市该产品；</p>
<p>(b)adequate time and opportunity for such a patent holder to seek, prior to the marketing of an allegedly infringing product, available remedies in subparagraph (c); and</p>	<p>（二）规定足够的时间和机会，让该专利权人在被指控侵权的产品上市之前寻求（三）段中提供的救济；</p>
<p>(c)procedures for judicial or administrative proceedings and expeditious remedies, such as preliminary injunctions or equivalent effective provisional measures, for the timely resolution of disputes concerning the validity or infringement of an applicable patent claiming an approved pharmaceutical product or its approved method of use.</p>	<p>以及（三）规定司法或行政程序和快速救济，例如行为保全措施或与之相当的有效的临时措施，以便及时解决关于获批药品或其获批使用方法所适用的专利的有效性或侵权的纠纷。</p>
<p>2.China shall establish a nationwide system for pharmaceutical products consistent with paragraph 1, including by providing a cause of action to allow the patent holder, licensee, or holder of marketing approval to seek, prior to the marketing approval of an</p>	<p>二、中国应在全国范围内建立与上述第一段相符的药品相关制度，包括规定专利权人、被许可人或上市许可持有人有权在被指控侵权的产品获得上市许可前提起诉讼，就可适用专利的有效性或侵权的纠纷解决</p>

allegedly infringing product, civil judicial proceedings and expeditious remedies for the resolution of disputes concerning the validity or infringement of an applicable patent. China may also provide for administrative proceedings for the resolution of such disputes.	寻求民事司法程序和快速救济。中国还可提供行政程序解决此类纠纷。
3.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Section D: Patents	第四节 专利
Article 1.12: Effective Patent Term Extension	第 1.12 条 专利有效期的延长
1.The Parties shall provide patent term extensions to compensate for unreasonable delays that occur in granting the patent or during pharmaceutical product marketing approvals.	一、双方应规定延长专利有效期以补偿专利市审批过程中的不合理延迟。
2.China shall provide that:	
(a)China, at the request of the patent owner, shall extend the term of a patent to compensate for unreasonable delays, not attributable to the applicant, that occur in granting the patent. For purposes of this provision, an unreasonable delay shall at least include a delay in the issuance of the patent of more than four years from the date of filing of the application in China, or three years after a request for examination of the application, whichever is later.	二、（一）中国在专利权人的请求下，应延长专利的有效期，以补偿在专利授权过程中并非由申请人引起的不合理延迟。就本条规定而言，不合理延迟应至少包含，自在中国提交申请之日起 4 年内或要求审查申请后 3 年内未被授予专利权，以较晚日期为准。
(b)With respect to patents covering a new pharmaceutical product that is approved for marketing in China and methods of making or using a new pharmaceutical product that is approved for marketing in China, China, at the request of the patent owner, shall make available an adjustment of the patent term or the term of the patent rights of a patent covering a new product, its approved method of use, or a method of making the product to compensate the patent owner for unreasonable curtailment of the effective patent term as a result of the marketing approval process related to the first commercial use of that product in China. Any such adjustment shall confer all of the	（二）对于在中国获批上市的新药产品及其制造和使用方法的专利，应专利权人的请求，中国应对新药产品专利、其获批使用方法或制造方法的专利有效期或专利权有效期提供调整，以补偿由该产品首次在中国商用的上市审批程序给专利权人造成的专利有效期的不合理缩减。任何此种调整都应在同等的限制和例外条件下，授予原专利中适用于获批产品及使用方法的对产品、其使用方法或制造方法的专利主张的全部专有权。中国可限制这种调整至最多不超过 5 年，且自在中国上市批准日起专利总有效期不超过 14 年。

<p>exclusive rights, subject to the same limitations and exceptions, of the patent claims of the product, its method of use, or its method of manufacture in the originally issued patent as applicable to the approved product and the approved method of use of the product. China may limit such adjustments to no more than five years and may limit the resulting effective patent term to no more than 14 years from the date of marketing approval in China.</p>	
<p>3.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.</p>	<p>三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。</p>
<p>Section E: Piracy and Counterfeiting on E-Commerce Platforms</p>	<p>第五节 电子商务平台上的盗版与假冒</p>
<p>In order to promote the development of e-commerce, China and the United States shall strengthen cooperation and jointly and individually combat infringement and counterfeiting in the e-commerce market. The Parties shall reduce piracy and counterfeiting, including by reducing barriers, if any, to making legitimate content available in a timely manner to consumers and eligible for copyright protection, and providing effective enforcement against e-commerce platforms.</p>	<p>为促进电子商务的发展，中国与美国应加强合作，共同并各自打击电子商务市场的侵权假冒行为。双方应减少可能存在的壁垒，使消费者及时获取合法内容，并使合法内容得到著作权保护，同时，对电商平台提供有效执法，从而减少盗版和假冒。</p>
<p>Article 1.13: Combating Online Infringement</p>	<p>第 1.13 条 打击网络侵权</p>
<p>1.China shall provide enforcement procedures that permit effective and expeditious action by right holders against infringement that occurs in the online environment, including an effective notice and takedown system to address infringement.</p>	<p>一、中国应提供执法程序，使得权利人能够针对网络环境下的侵权行为采取有效、迅速的行动，包括有效的通知及下架制度，以应对侵权。</p>
<p>2.China shall:</p>	<p>二、中国应：</p>
<p>(a)require expeditious takedowns;</p>	<p>（一）要求迅速下架；</p>
<p>(b)eliminate liability for erroneous takedown notices submitted in good faith;</p>	<p>（二）免除善意提交错误下架通知的责任；</p>
<p>(c)extend to 20 working days the deadline for right holders to file a judicial or administrative complaint after receipt of a counter-notification; and</p>	<p>（三）将权利人收到反通知后提出司法或行政投诉的期限延长至 20 个工作日；</p>

(d)ensure validity of takedown notices and counter-notifications, by requiring relevant information for notices and counter-notifications and penalizing notices and counter-notifications submitted in bad faith.	(四) 通过要求通知和反通知提交相关信息, 以及对恶意提交通知和反通知进行处罚, 以确保下架通知和反通知的有效性。
3.The United States affirms that existing U.S. enforcement procedures permit action by right holders for infringement that occurs in the online environment.	三、美国确认, 美国现行执法程序允许权利人采取行动, 应对网络环境下的侵权。
4.The Parties agree to further cooperate, as appropriate, to combat infringement.	四、双方同意考虑在合适的情况下进一步合作, 以打击网络侵权。
Article 1.14: Infringement on Major E-Commerce Platforms	第 1.14 条 主要电子商务平台上的侵权
1.The Parties shall combat the prevalence of counterfeit or pirated goods on e-commerce platforms by taking effective action with respect to major e-commerce platforms that fail to take necessary measures against the infringement of intellectual property rights.	一、针对未能采取必要措施整治知识产权侵权的主要电子商务平台, 双方应采取有效行动, 打击平台上泛滥的假冒或盗版商品。
2.China shall provide that e-commerce platforms may have their operating licenses revoked for repeated failures to curb the sale of counterfeit or pirated goods.	二、中国应规定屡次未能遏制假冒或盗版商品销售的电子商务平台可能被吊销网络经营许可
3.The United States affirms that it is studying additional means to combat the sale of counterfeit or pirated goods.	三、美国确认, 美国正在研究采取更多举措, 打击假冒或盗版商品的销售。
Section F: Geographical Indications	第六节 地理标志
The Parties shall ensure full transparency and procedural fairness with respect to the protection of geographical indications, including safeguards for generic ² terms (also known as common names), respect for prior trademark rights, and clear procedures to allow for opposition and cancellation, as well as fair market access for exports of a Party	双方应确保地理标志的保护实现完全透明和程序公平, 包括保护通用名称 ² (即常用名称)、尊重在先的商标权、明确的允许提出异议和撤销的程序, 以及为依赖商标或使用通用名称的对方的出口产品提供公平的市场准入。

relying on trademarks or the use of generic terms.	
Article 1.15: Geographical Indications and International Agreements	第 1.15 条 地理标志和国际协议
1.China shall ensure that any measures taken in connection with pending or future requests from any other trading partner for recognition or protection of a geographical indication pursuant to an international agreement do not undermine market access for U.S. exports to China of goods and services using trademarks and generic terms.	一、中国应确保针对其他贸易伙伴依据一项国际协定已提出或将要提出的关于承认或保护地理标志的请求所采取的任何措施，不会减损使用商标和通用名称出口至中国的美国货物和服务的市场准入。
2.China shall give its trading partners, including the United States, necessary opportunities to raise disagreement about enumerated geographical indications in lists, annexes, appendices, or side letters, in any such agreement with another trading partner.	二、中国应给予包括美国在内的贸易伙伴必要机会，以对中国与其他贸易伙伴协议的清单、附录、附件或附函中所列举的地理标志提出异议。
3.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.16: General Market Access-related GI Concerns	第 1.16 条 一般市场准入相关的地理标志问题
1.China shall ensure that:	一、中国应确保：
(a)competent authorities, when determining whether a term is generic in China, take into account how consumers understand the term in China, including as indicated by the following:	(一) 主管部门在确定某一名称在中国是否为通用名称时，考虑中国消费者如何理解这一名称，包括以下因素：
(i)competent sources such as dictionaries, newspapers, and relevant websites;	1. 字典、报纸和相关网站等可信来源；
(ii)how the good referenced by the term is marketed and used in trade in China;	2. 该名称所指的货物在中国营销和在贸易中如何使用；
(iii)whether the term is used, as appropriate, in relevant standards to refer to a type or class of goods in China, such as pursuant to a standard promulgated by the Codex Alimentarius; and	3. 该名称是否在合适的情况下，在相关标准中被使用以对应中国的一种类型或类别的货物，例如根据食品法典委员会颁布的标准；
(iv)whether the good in question is imported into China, in significant quantities, from a place other than the territory identified in the application or petition, and in a way that will not mislead the public about its place of	4. 有关货物是否从申请书或请求书中所表明地域之外的地方大量进口至中国，且不会以在货物原产地方面误导公众的方式进行，以及这些进口货物是否以该名称命名；

origin, and whether those imported goods are named by the term, and 2The term “generic” may be deemed by a Party to be synonymous with “a term customary in the common language as the common name for the associated good.”	
(b)any geographical indication, whether granted or recognized pursuant to an international agreement or otherwise, may become generic over time, and may be subject to cancellation on that basis.	且（二）任何地理标志，无论是否根据国际协议或以其他方式被授予或承认，都可能随时间推移而变成通用名称，并可能因此被撤销。
2.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	二、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.17: Multi-Component Terms	第 1.17 条 复合名称
1.Each Party shall ensure that an individual component of a multi-component term that is protected as a geographical indication in the territory of a Party shall not be protected in that Party if that individual component is generic.	一、双方应确保，如果受到一方地理标志保护的复合名称中的单独组成部分是通用名称，该部分应不受该方地理标志保护。
2.When China provides geographical indication protection to a multi-component term, it shall publicly identify which individual components, if any, are not protected.	二、当中国向复合名称提供地理标志保护时，如该复合名称中有不予保护的单独组成部分，应公开列明。
3.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Section G: Manufacture and Export of Pirated and Counterfeit Goods	第七节 盗版和假冒产品的生产和出口
Pirated and counterfeit goods severely undermine the interests of the general public and harm right holders in both China and the United States. The Parties shall take sustained and effective action to stop the manufacture and to block the distribution of pirated and counterfeit products, including those with a significant impact on public health or personal safety.	盗版和假冒产品严重危害公众的利益，并且伤害中美两国权利人。双方应采取持续、有效的行动，阻止假冒和盗版产品的生产和分销，包括对公共卫生或个人安全产生重大影响的产品。
Article 1.18: Counterfeit Medicines	第 1.18 条 假冒药
1.The Parties shall take effective and expeditious enforcement action against counterfeit pharmaceutical and related products containing active pharmaceutical	一、双方应采取有效和迅速的执法行动，打击假冒药品和包含活性药物成分、散装化学品或生物制品的相关产品。

ingredients, bulk chemicals, or biological substances.	
2.Measures China shall take include:	二、中国应采取的措施包括:
(a)taking effective and expeditious enforcement action against the related products of counterfeit medicines and biologics, including active pharmaceutical ingredients, bulk chemicals, and biological substances;	(一) 采取有效和迅速的执法行动, 打击假冒药品和生物药的相关产品, 包括活性药物成分、散装化学品和生物制品;
(b)sharing with the United States the registration information of pharmaceutical raw material sites that have been inspected by Chinese regulatory authorities and that comply with the requirements of Chinese laws and regulations, as well as any necessary information of relevant enforcement inspections; and	(二) 与美国分享经中国监管部门检查, 并符合中国法律法规要求的药品原料场地注册信息, 以及相关执法检查的必要信息;
(c)publishing online annually, beginning within six months after the date of entry into force of this Agreement, the data on enforcement measures, including seizures, revocations of business licenses, fines, and other actions taken by the National Medical Products Administration, Ministry of Industry and Information Technology, or any successor entity.	(三) 在本协议生效后 6 个月内, 每年在网上发布执法措施的相关数据, 包括国家药品监督管理局、工业和信息化部或继任机构查缴、吊销营业执照、罚款和其他行动的情况。
3.The United States affirms that existing U.S. measures afford effective and expeditious action against counterfeit pharmaceutical and related products.	三、美国确认, 美国现行措施可以快速、有效地打击假冒药品及相关产品。
Article 1.19: Counterfeit Goods with Health and Safety Risks	第 1.19 条 存在健康和安全隐患的假冒商品
1.The Parties shall ensure sustained and effective action to stop the manufacture and distribution of counterfeit products with a significant impact on public health or personal safety.	一、双方应确保持续和有效的行动, 阻止对公共卫生或个人安全产生重大影响的假冒产品的生产和分销。
2.Measures China shall take include significantly increasing the number of enforcement actions within three months after the date of entry into force of this Agreement, and publishing data online on the measurable impact of these actions each quarter, beginning within four months after the date of entry into force of this Agreement.	二、中国应采取的措施包括, 在本协议生效后 3 个月内, 显著增加执法行动数量; 在本协议生效后 4 个月内, 每季度在网上发布相关执法行动产生的可衡量影响的数据。

3. The Parties shall endeavor, as appropriate, to strengthen cooperation to combat counterfeit goods that pose health and safety risks.	三、双方应致力于考虑在合适的情况下加强合作，打击存在健康和安全隐患的假冒商品。
Article 1.20: Destruction of Counterfeit Goods	第 1.20 条 销毁假冒商品
1. With respect to border measures, the Parties shall provide that:	一、在边境措施上，双方应规定：
(a) goods that have been suspended from release by its customs authorities on grounds that they are counterfeit or pirated, and that have been seized and forfeited as pirated or counterfeit, shall be destroyed, except in exceptional circumstances;	(一) 除特殊情况外，销毁被当地海关以假冒或盗版为由中止放行并作为盗版或假冒商品查封和没收的商品；
(b) the simple removal of a counterfeit trademark unlawfully affixed shall not be sufficient to permit the release of the goods into the channels of commerce; and	(二) 仅去除非法附着的假冒商标不足以允许该商品进入商业渠道；
(c) in no event shall the competent authorities have discretion, except in exceptional circumstances, to permit the exportation of counterfeit or pirated goods or to subject such goods to other customs procedures.	(三) 除特殊情况外，主管部门在任何情况下均无裁量权允许假冒或盗版商品出口或进入其他海关程序。
2. With respect to civil judicial procedures, the Parties shall provide that:	二、关于民事司法程序，双方应规定：
(a) at the right holder's request, goods that have been found to be pirated or counterfeit shall be destroyed, except in exceptional circumstances;	(一) 根据权利人的请求，除特殊情况外，应销毁认定为假冒或盗版的商品；
(b) at the right holder's request, its judicial authorities shall order that materials and implements that have been predominantly used in the manufacture or creation of such pirated or counterfeit goods be, without compensation of any sort, promptly destroyed or, in exceptional circumstances and without compensation of any sort, disposed of outside the channels of commerce in such a manner as to minimize the risks of further infringements;	(二) 根据权利人的请求，司法部门应责令立即销毁主要用于生产或制造假冒或盗版商品的材料和工具，且不予任何补偿；或在特殊情况下，将这些商品在商业渠道之外进行处置，且不予任何补偿，以最小化进一步侵权的风险；
(c) the simple removal of a counterfeit trademark unlawfully affixed shall not be sufficient to permit the release of goods into the channels of commerce; and	(三) 仅去除非法附着的假冒商标不足以允许该商品进入商业渠道；

(d)at the right holder’s request, its judicial authorities shall order a counterfeiter to pay right holders the profits from infringement or damages adequate to compensate for the injury from the infringement.	(四) 司法部门应根据权利人的请求，责令假冒者向权利人支付因侵权获得的利益，或支付足以弥补侵权损失的 赔偿金。
3.With respect to criminal procedures, the Parties shall provide that:	三、关于刑事执法程序，双方应规定：
(a)its judicial authorities, except in exceptional cases, shall order the forfeiture and destruction of all counterfeit or pirated goods and any articles consisting of a counterfeit mark to be affixed to goods;	(一) 除特殊情况外，司法部门应责令没收和销毁所有假冒或盗版商品，以及包含可用于 附着在商品上的假冒标识的物品；
(b)its judicial authorities, except in exceptional cases, shall order the forfeiture and destruction of materials and implements that have been predominantly used in the creation of pirated or counterfeit goods;	(二) 除特殊情况外，司法部门应责令没收和销毁主要用于制造假冒或盗版商品的材料和工具；
(c)forfeiture and destruction shall occur without compensation of any kind to the defendant; and	(三) 对于没收和销毁，不对被告提供任何形式的补偿；
(d)its judicial or other competent authorities shall keep an inventory of goods and other material proposed to be destroyed, and these authorities shall have the discretion to temporarily exempt these materials from the destruction order to facilitate the preservation of evidence on notice by the right holder that it wishes to bring a civil or administrative case against the defendant or any third-party infringer.	(四) 司法部门或其他主管部门应保存拟销毁商品及其他材料的清单，并有裁量权在收到权利人通知其希望对被告或第三方侵权人提起民事或行政诉讼时，暂时将这些物品免于销毁以便保全证据。
4.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	四、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.21: Border Enforcement Actions	第 1.21 条 边境执法行动
1.The Parties shall endeavor to strengthen enforcement cooperation with a view to reducing the amount of counterfeit and pirated goods, including those that are exported or in transit.	一、双方应致力于加强执法合作，以减少包括出口或转运在内的假冒和盗版商品数量。
2.China shall provide a sustained increase in the number of trained personnel to inspect, detain, seize, effect administrative forfeiture, and otherwise execute customs’ enforcement authority against counterfeit and pirated goods, with an emphasis on counterfeit and	二、中国应重点围绕出口或转运的假冒和盗版商品，针对假冒和盗版商品的检查、扣押、查封、行政没收和行使其他海关执法权力，持续增加受训执法人员数量。中国应采取的措施包括，在本

<p>pirated goods that are exported or in transit. Measures China shall take include significantly increasing training of relevant customs enforcement personnel within nine months after the date of entry into force of this Agreement. China also shall significantly increase the number of enforcement actions beginning within three months after the date of entry into force of this Agreement, and publishing online quarterly updates of enforcement actions.</p>	<p>协议生效后 9 个月内，显著增加对海关执法相关人员的培训；在本协议生效后 3 个月内，显著增加执法行动数量，并每季度在网上更新执法行动信息。</p>
<p>3.The Parties agree to carry out cooperation with respect to border enforcement as appropriate.</p>	<p>三、双方同意考虑在合适的情况下开展边境执法合作。</p>
<p>Article 1.22: Enforcement at Physical Markets</p>	<p>第 1.22 条 实体市场执法</p>
<p>1.The Parties shall take sustained and effective action against copyright and trademark infringement at physical markets.</p>	<p>一、双方应持续、有效地打击实体市场的著作权和商标侵权行为。</p>
<p>2.Measures China shall take include significantly increasing the number of enforcement actions beginning within four months after the date of entry into force of this Agreement, and publishing online quarterly updates of enforcement actions at physical markets.</p>	<p>二、中国应采取的措施包括，在本协议生效后 4 个月内，显著增加执法行动数量；每季度在网上更新针对实体市场执法行动的信息。</p>
<p>3.The United States affirms that existing U.S. measures afford effective enforcement against copyright and trademark infringement at physical markets.</p>	<p>三、美国确认，现有美国措施对实体市场著作权和商标侵权采取了有效执法。</p>
<p>Article 1.23: Unlicensed Software</p>	<p>第 1.23 条 未经许可的软件</p>
<p>1.The Parties shall ensure that all government agencies and all entities that the government owns or controls install and use only licensed software.</p>	<p>一、双方应确保，所有政府机构以及所有政府拥有或控制的实体，均安装和只能使用经许可的软件。</p>
<p>2.Measures China shall take include requiring annual audits by qualified third parties of China with no government ownership or affiliation and the publication online of the audit results, beginning within seven months after the date of entry into force of this Agreement.</p>	<p>二、中国应采取的措施包括，在本协议生效后 7 个月内，在国内聘用合格的非政府所有或附属的第三方进行年度审计，并在网上公布审计结果。</p>
<p>3.The United States affirms that existing U.S. measures require government agencies and contractors to install and use only licensed software.</p>	<p>三、美国确认，美国现行措施要求政府部门及其承包商仅安装和使用经许可的软件。</p>

Section H: Bad-Faith Trademarks	第八节 恶意商标
Article 1.24:	第 1.24 条
With a view to strengthening trademark protection, the Parties shall ensure adequate and effective protection and enforcement of trademark rights, particularly against bad faith trademark registrations.	为加强商标保护，双方应确保商标权充分和有效的保护和执法，特别是打击恶意商标注册行为。
Article 1.25:	第 1.25 条
The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Section.	美国确认，美国现行措施给予与本节规定内容同等的待遇。
Section I: Judicial Enforcement and Procedure in Intellectual Property Cases	第九节 知识产权案件司法执行和程序
Article 1.26: Transfer from Administrative Enforcement to Criminal Enforcement	第 1.26 条 行政执法向刑事执法的移交
1.China shall require the administrative authorities to transfer a case for criminal enforcement, if, under an objective standard, there is “reasonable suspicion” based on articulable facts that a criminal violation of an intellectual property right has occurred.	一、如依据客观标准，存在基于清晰事实的对于知识产权刑事违法行为的“合理嫌疑”，中国应要求行政部门将案件移交刑事执法。
2.The United States affirms that U.S. authorities have the authority to refer appropriate cases for criminal enforcement.	二、美国确认，美国相关部门有权将适当的案件提交刑事执法。
Article 1.27: Deterrent-Level Penalties	第 1.27 条 达到阻遏目的的处罚
1.The Parties shall provide civil remedies and criminal penalties sufficient to deter future intellectual property theft or infringements.	一、双方应规定足以阻遏未来知识产权窃取或侵权的民事救济和刑事处罚。
2.China shall:	二、中国：
(a)as an interim step, deter future intellectual property theft or infringements and strengthen the application of existing remedies and penalties by imposing a heavier punishment at or near the statutory maximum permitted under its laws related to intellectual property to deter intellectual property theft or infringements; and	（一）作为过渡措施，应阻遏可能发生的窃取或侵犯知识产权的行为，并加强现有救济和惩罚的适用，按照知识产权相关法律，通过以接近或达到最高法定处罚的方式从重处罚，阻遏可能发生的窃取或侵犯知识产权的行为，
(b)as a subsequent step, increase the range of minimum and maximum pre-established damages, sentences of imprisonment, and monetary fines to deter future intellectual property theft or infringements.	以及（二）作为后续措施，应提高法定赔偿金、监禁刑和罚金的最低和最高限度，以阻遏未来窃取或侵犯知识产权的行为。

<p>3. The United States shall endeavor, as appropriate, to strengthen communication and cooperation with China under the bilateral Intellectual Property Criminal Enforcement Working Group and to consider opportunities for more experience-sharing and pragmatic cooperation regarding criminal enforcement of intellectual property rights.</p>	<p>三、美国应致力于考虑在合适的情况下与中国加强在双边知识产权刑事执法工作组框架下的交流与合作，在知识产权刑事执法方面考虑更多经验分享与务实合作。</p>
<p>Article 1.28: Enforcement of Judgments</p>	<p>第 1.28 条 判决执行</p>
<p>1. The Parties shall ensure expeditious enforcement of any fine, penalty, payment of monetary damages, injunction, or other remedy for a violation of an intellectual property right ordered in a final judgment by its own court.</p>	<p>一、双方应确保其法院最终判决的任何罚款、处罚、经济赔偿支付、禁令或其他侵犯知识产权的救济措施，得到迅速执行。</p>
<p>2. Measures China shall take include executing work guidelines and implementation plans to ensure expeditious enforcement of judgments, publishing its work guidelines and implementation plans within one month after the date of entry into force of this Agreement, as well as publishing online quarterly reports of implementation results.</p>	<p>二、中国应采取的措施包括，执行工作指南和实施计划以确保迅速执行判决，在本协议生效后 1 个月内，公布工作指南和实施计划，并每季度在网上公布执行结果报告。</p>
<p>3. The United States affirms that existing U.S. measures afford expeditious enforcement of judgments, including those pertaining to violations of intellectual property rights.</p>	<p>三、美国确认，美国现行措施可保障对于判决的快速执行，包括针对侵犯知识产权的相关判决。</p>
<p>Article 1.29: Enforcement of Copyright and Related Rights</p>	<p>第 1.29 条 著作权和相关权的执行</p>
<p>1. In civil, administrative, and criminal proceedings involving copyright or related rights, the Parties shall:</p>	<p>一、在涉及著作权或相关权的民事、行政和刑事程序中，双方应：</p>
<p>(a) provide for a legal presumption that, in the absence of proof to the contrary, the person whose name is indicated as the author, producer, performer, or publisher of the work, performance, or phonogram in the usual manner is the designated right holder in such work, performance, or phonogram and that the copyright or related right subsists in such subject matter;</p>	<p>（一）规定如下的法律推定：如果没有相反的证据，以通常方式署名显示作品的作者、出版者、表演的表演者或录音制品的表演者、制作人，就是该作品、表演或录音制品的著作权人或相关权利人，而且著作权或相关权利存在于上述作品、表演、录音制品中；</p>
<p>(b) when the presumption in subparagraph (a) holds, waive requirements to present</p>	<p>（二）在符合第一项推定且被诉侵权人没有提交反驳证据的情况下，免除出于确立著作</p>

copyright or related rights transfer agreements or other documentation in order to establish ownership, licensing, or infringement of copyright or related rights, in the absence of rebuttal evidence presented by the accused infringer; and	权或相关权的所有权、许可或侵权的目的，提交著作权或相关权的转让协议或其他文书的要求；
(c)provide that the accused infringer has the burden of production of evidence or burden of proof, as appropriate, to demonstrate that its use of a work protected by copyright or related rights is authorized, including in a case where the accused infringer claims to have obtained permission to use the work, such as through a license, from the right holder.	（三）规定被诉侵权人承担提供证据的责任或举证责任（在各自法律体系下使用适当的用词），证明其对受著作权或相关权保护的作品的使用是经过授权的，包括被诉侵权人声称已经从权利人获得使用作品的准许的情况，例如许可。
2.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	二、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.30: Document Authentication (“Consularization”)	第 1.30 条 文书认证 (“领事认证”)
1.In civil judicial procedures, the Parties shall not require formalities to authenticate evidence, including requiring a consular official’s seal or chop, that can be introduced or authenticated through stipulation, or witness testimony under penalty of perjury.	一、在民事司法程序中，对于可通过当事人之间认可或以接受伪证处罚为前提的证人证言来引入或确认真实性的证据，则双方不得提出证据认证的形式要求，包括要求领事官员盖章或盖印等。
2.For evidence that cannot be introduced or authenticated through stipulation, or witness testimony under penalty of perjury, China shall streamline notarization and authentication procedures.	二、对于无法通过当事人之间认可或以接受伪证处罚为前提的证人证言引入或确认真实性的证据，中国应简化公证和认证程序。
3.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	三、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Article 1.31: Witness Testimony	第 1.31 条 证人证言
1.In civil judicial proceedings, China shall afford a party a reasonable opportunity to present witnesses or experts in its case and cross-examine any witness testifying in the proceeding.	一、在民事司法程序中，中国应给予当事方在案件中邀请证人或专家，并在庭审中对证人证言进行质询的合理机会。
2.The United States affirms that existing U.S. measures afford treatment equivalent to that provided for in this Article.	二、美国确认，美国现行措施给予与本条款规定内容同等的待遇。
Section J: Bilateral Cooperation on Intellectual Property Protection	第十节 双边知识产权保护合作
Article 1.32:	第 1.32 条

Cooperation activities and initiatives undertaken in connection with the intellectual property chapter of this Agreement shall be subject to the availability of resources, and on request, and on terms and conditions mutually agreed upon between the Parties.	与本协议知识产权章节相关的合作活动和倡议应基于可用资源，根据要求，并按照双方一致同意的条款和条件进行。
Article 1.33:	第 1.33 条
The Parties agree to strengthen bilateral cooperation on the protection of intellectual property rights and promote pragmatic cooperation in this area. China National Intellectual Property Administration and the United States Patent and Trademark Office will discuss biennial cooperation work plans in the area of intellectual property, including joint programs, industry outreach, information and expert exchanges, regular interaction through meetings and other communications, and public awareness.	双方同意，加大知识产权保护双边合作力度，推动在该领域的务实合作。中国国家知识产权局和美国专利商标局将讨论知识产权双年度合作工作计划，内容包括联合项目，产业外联，信息和专家交流，通过会议和其他方式定期互动，以及公众意识领域的合作。
Section K: Implementation	第十一节 履行
Article 1.34:	第 1.34 条
Each Party shall determine the appropriate method of implementing the provisions of this Agreement within its own system and practice. If necessary, each Party shall provide suggestions for the amendment of laws to its legislative body according to its domestic legislation procedure. Consistent with the Bilateral Evaluation and Dispute Resolution Chapter, each Party shall ensure that its obligations under this Agreement are fully implemented.	双方应在各自的法律体系和实践中，选择合适的方式履行本协议。必要时，双方应按国内法定程序，向立法机构提出修法建议。与双边评估和争端解决章节相一致，双方应确保完全履行本协议下的义务。
Article 1.35:	第 1.35 条
Within 30 working days after the date of entry into force of this Agreement, China will promulgate an Action Plan to strengthen intellectual property protection aimed at promoting its high-quality growth. This Action Plan shall include, but not be limited to, measures that China will take to implement its obligations under this Chapter and the date by which each measure will go into effect.	在本协议生效后 30 个工作日内，中国将制定行动计划以加强知识产权保护，促进经济高质量发展。本行动计划应包括但不限于中国为履行本章节义务将采取的每一项措施及生效时间。
Article 1.36:	第 1.36 条

<p>The United States affirms that its existing measures are consistent with its obligations in this Chapter.</p>	<p>美国确认，美国现行措施与本章节所规定的义务相一致。</p>
<p>CHAPTER 2 TECHNOLOGY TRANSFER</p>	<p>第二章 技术转让</p>
<p>The Parties affirm the importance of ensuring that the transfer of technology occurs on voluntary, market-based terms and recognize that forced technology transfer is a significant concern. The Parties further recognize the importance of undertaking steps to address these issues, in light of the profound impact of technology and technological change on the world economy. To enhance mutual trust and cooperation between the Parties with respect to technology issues, protect intellectual property, promote trade and investment, and establish a foundation for addressing long-standing structural concerns, the Parties have agreed as follows:</p>	<p>双方确认确保按照自愿和基于市场的条件开展技术转让的重要性，并认识到强制技术转让是一项重要关切。由于技术和技术变化给世界经济带来深刻影响，双方进一步认识到采取措施解决这些问题的重要性。</p> <p>为增进双方关于技术事项的互信与合作，保护知识产权，促进贸易和投资，并为解决长期结构性问题打好基础，双方约定如下：</p>
<p>Article 2.1: General Obligations</p>	<p>第 2.1 条 总则</p>
<p>1. Natural or legal persons (“persons”) of a Party shall have effective access to and be able to operate openly and freely in the jurisdiction of the other Party without any force or pressure from the other Party to transfer their technology to persons of the other Party.</p>	<p>一、一方的自然人或法人（“个人”）应能够有效进入对方管辖区，公开、自由地开展运营，而不会受到对方强迫或压力向其个人转让技术。</p> <p>二、双方个人之间的技术转让或许可应基于自愿且反映双方个人同意的市场条件。</p> <p>三、一方不得支持或指导其个人针对其产业规划所指向的领域和行业，开展以获取外国技术为目的、导致扭曲的境外直接投资活动。</p>
<p>2. Any transfer or licensing of technology between persons of a Party and those of the other Party must be based on market terms that are voluntary and reflect mutual agreement.</p>	<p>二、双方个人之间的技术转让或许可应基于自愿且反映双方个人同意的市场条件。</p>
<p>3. A Party shall not support or direct the outbound foreign direct investment activities of its persons aimed at acquiring foreign technology with respect to sectors and industries targeted by its industrial plans that create distortion.</p>	<p>三、一方不得支持或指导其个人针对其产业规划所指向的领域和行业，开展以获取外国技术为目的、导致扭曲的境外直接投资活动。</p>
<p>Article 2.2: Market Access</p>	<p>第 2.2 条 市场准入</p>

<p>Neither Party shall require or pressure persons of the other Party to transfer technology to its persons in relation to acquisitions, joint ventures, or other investment transactions.</p>	<p>对于收购、合资或其他投资交易，任何一方都不得要求或施压对方个人向己方个人转让技术。</p>
<p>Article 2.3: Administrative and Licensing Requirements and Processes</p>	<p>第 2.3 条 行政管理和行政许可要求及程序</p>
<p>1. Neither Party shall adopt or maintain administrative and licensing requirements and processes that require or pressure technology transfer from persons of the other Party to its persons.</p>	<p>一、任何一方都不得采取或维持要求或施压对方个人向己方个人转让技术的行政管理和行政许可要求及程序。</p>
<p>2. Neither Party shall require or pressure, formally or informally, persons of the other Party to transfer technology to its persons as a condition for, <i>inter alia</i>: (a) approving any administrative or licensing requirements; (b) operating in the jurisdiction of the Party or otherwise having access to the Party's market; or (c) receiving or continuing to receive any advantages conferred by the Party.</p>	<p>二、任何一方都不得正式或非正式地要求或施压对方个人将技术转让给己方个人，并以此作为以下事项的条件，其中包括：（一）批准一项行政管理或行政许可要求；（二）在己方管辖区经营，或进入己方市场；或（三）获得或继续获得己方给予的有利条件。</p>
<p>3. Neither Party shall require or pressure, formally or informally, persons of the other Party to use or favor technology that is owned by or licensed to its persons as a condition for, <i>inter alia</i>: (a) approving any administrative or licensing requirements; (b) operating in the jurisdiction of the Party, or otherwise having access to the Party's market; or (c) receiving or continuing to receive any advantages conferred by the Party.</p>	<p>三、任何一方都不得正式或非正式地要求或施压对方个人，使用或偏向由己方个人所有或许可给己方个人的相关技术，并以此作为以下事项的条件，其中包括：（一）批准一项行政管理或行政许可要求；（二）在己方管辖区经营，或进入己方市场；或（三）获得或继续获得己方给予的有利条件。</p>
<p>4. The Parties shall make their administrative and licensing requirements and processes transparent.</p>	<p>四、双方应使其行政管理和行政许可要求及程序透明。</p>
<p>5. The Parties shall not require or pressure foreign persons to disclose sensitive technical information not necessary to show conformity with the relevant administrative or regulatory requirements.</p>	<p>五、双方不得要求或施压外国个人披露为证明其符合相关行政管理或监管要求所不必要的敏感技术信息。</p>
<p>6. The Parties shall protect the confidentiality of any sensitive technical information disclosed by foreign persons during any administrative, regulatory, or other review processes.</p>	<p>六、双方应对外国个人在行政管理、监管或其他审查过程中披露的任何敏感技术信息予以保密。</p>

Article 2.4: Due Process and Transparency	第 2.4 条 正当程序和透明度
1. The Parties shall ensure that any enforcement of laws and regulations with respect to persons of the other Party is impartial, fair, transparent, and non-discriminatory.	一、双方应确保所有涉及对方个人的法律法规的执行是公正、公平、透明和非歧视性的。
2. The Parties shall ensure that rules of procedure for administrative proceedings related to the subject matter of this Agreement are published and provide meaningful notice regarding, at a minimum, the subject matter of the proceeding, applicable laws and regulations, rules of evidence, and relevant remedies and sanctions.	二、双方应确保公布与本协议所涉事宜相关的行政程序规则，并提供实质性通报，内容至少包括程序所涉事项、适用的法律法规、证据规则及相关救济和制裁措施。
3. The Parties shall provide that persons of the other Party have the right to:	三、双方应规定对方个人有以下权利：
(a) review evidence and have a meaningful opportunity to respond in any administrative proceedings against them; and	(一) 在针对他们的行政程序中，查阅证据并有实质性机会作出回应；
(b) be represented by legal counsel in administrative proceedings.	(二) 在行政程序中由律师代理。
Article 2.5: Scientific and Technological Cooperation	第 2.5 条 科学与技术合作
The Parties agree to carry out scientific and technological cooperation where appropriate.	双方同意考虑在合适的情况下开展科学与技术合作。
CHAPTER 3 TRADE IN FOOD AND AGRICULTURAL PRODUCTS¹	第三章 食品和农产品贸易¹
Article 3.1: General	第 3.1 条 总则
1. To enhance mutual trust and friendly cooperation between China and the United States on issues affecting agricultural trade, to establish a foundation for addressing long-standing concerns, and to make agriculture a strong pillar of the bilateral relationship, the Parties:	一、为加强中美两国在影响农业贸易问题上的互信和友好合作，奠定解决长期关切的基础，推动农业成为双边关系的重要支柱，双方：
(a) recognizing the importance of their agriculture sectors, of ensuring safe and reliable supplies of food and agricultural products, and of helping to meet the demand of the two countries' peoples for food and agricultural products, intend to intensify cooperation in agriculture, to expand each Party's market for food and agricultural products, and to promote the growth of trade	(一) 认识到其各农业产业、保障安全可靠的食品和农产品供给、有助于满足两国人民对食品和农产品需求方面的重要性，有意进一步加强农业合作，拓展各自的食物和农产品市场，促进双方之间食品和农产品贸易增长；

<p>in food and agricultural products between the Parties;</p>	
<p>(b)considering that science- and risk- based sanitary and phytosanitary (SPS) measures play a crucial role in the protection of human, animal, and plant life and health, while the use of SPS measures for purposes of protectionism negatively impacts the welfare of consumers and producers, and recognizing the importance of ensuring that SPS measures are science-based, non-discriminatory, and account for regional differences in sanitary and phytosanitary characteristics, agree that neither Party shall apply sanitary or phytosanitary measures in a manner which would constitute a disguised restriction on international trade;</p>	<p>(二) 考虑到以科学和风险为基础的卫生与植物卫生措施在保护人类、动物及植物生命与健康中发挥着关键作用，而出于保护主义目的使用卫生与植物卫生措施对消费者和生产者福利均有负面影响；认识到确保卫生与植物卫生措施以科学为基础、非歧视及考虑区域间卫生与植物卫生特性差异的重要性，同意各方都不得使用构成对国际贸易的变相限制的卫生或植物卫生措施；</p>
<p>(c)considering that the benefits of an agricultural trading system are reduced when importers and exporters are unfairly impeded from taking full advantage of agricultural market access opportunities, recognize that tariff-rate quota (TRQ) administration should not be employed as a means of preventing the full utilization of agricultural TRQs;</p>	<p>(三) 考虑到当进出口商因受到不公平阻止而无法充分利用农业市场准入机会时，将减少农业贸易体系带来的好处；认识到关税配额管理不应作为阻止农产品关税配额充分利用的一种手段使用；</p>
<p>(d)noting the ability of agricultural biotechnology to improve lives by helping to feed growing populations, by reducing the environmental impact of agriculture, and by promoting more sustainable production, intend to maintain, for products of agricultural biotechnology, science- and risk-based regulatory frameworks and efficient authorization processes, in order to facilitate increased trade in such products; and</p>	<p>(四) 注意到农业生物技术有助于养活增长的人口、减少农业的环境影响、促进更可持续的生产，提高生活水平，有意维持以科学和风险为基础的农业生物技术产品监管框架和有效率的审批程序，以便利于此类产品贸易的增长；以及</p>
<p>Article 8.5 (Final Provisions) shall not apply with respect to any proposed or final measure, including an amendment to an existing measure, intended to implement this Chapter, including its Annexes and Appendices.</p>	<p>(五) 承认各自遵守其关于世界贸易组织国内农业支持承诺的重要性。</p>
<p>(e)acknowledge the importance of each Party adhering to its World Trade Organization (WTO) commitments with respect to the provision of domestic support.</p>	<p>1 本章内容（包括附录各部分与各附件）的任何拟议或最终实施办法（包括现有实施办法的修订内容）均不得适用第八章《最终条款》第五条。</p>

2. Annexes 1-17 set out further commitments.	二、附录第一至十七部分列出了具体承诺。
Annex 1. Agricultural Cooperation	附录一 农业合作
1. The Parties intend to strengthen and promote cooperative activities, to be mutually agreed upon by the Parties, in agricultural science and agricultural technology. Such activities may include mutually agreed information exchanges and cooperation. The Parties intend their cooperative activities to be based on, among other things, the principles of integrity, reciprocity, openness, transparency, science, and rule of law.	一、双方有意在农业科学和农业技术领域加强和促进互相同意的合作活动。这些活动可包括双方同意的信息交流和合作。双方有意基于诚信、对等、公开、透明、科学和法治等原则开展合作活动。
2. The Parties intend to conduct technical consultations with each other on areas of potential cooperation related to pesticides for agricultural use. These consultations may include discussions of the Parties' pesticide registration data and pesticide trial data, and discussions on the setting of maximum residue levels.	二、双方有意在与农药相关的潜在合作领域进行技术磋商。这些磋商可包括讨论双方农药登记和试验数据，及讨论最大残留限量制定。
3. The Parties intend to continue implementing and improving the China-United States Scientific Cooperation and Exchange Program to promote further exchanges on agriculture-related issues between U.S. and Chinese scientific and technical experts. Each Party intends to ensure the participation, as appropriate, of relevant agencies or ministries of its government in activities of the program.	三、双方有意继续执行和完善中美农业科学合作交流项目，促进中国和美国科学和技术专家就农业相关问题进一步交流。每一方有意考虑在合适的情况下确保各自政府相关部门或机构参与项目活动。
4. The Parties intend to encourage exchanges and dialogues on agricultural topics between, as appropriate, U.S. and Chinese national and sub-national government authorities, farmers, academics, businesses in the agriculture sector, and others. The Parties intend to continue implementation and improvement of existing mechanisms for bilateral communication on agricultural policy, such as the Joint Committee on Cooperation in Agriculture, and to facilitate communication on agricultural policy through participation of officials from both the U.S. and Chinese governments in relevant conferences on this topic, including	四、双方有意考虑在合适的情况下鼓励两国国家和地方层面政府主管机关、农民、学者、农业企业等开展农业议题的交流和对话。双方有意继续执行和完善现有的农业政策双边交流机制，比如中美农业合作联委会，通过美国和中国政府参加相关会议便利农业政策交流，包括中国粮食安全与食品安全战略峰会和中美两国各自召开的农业展望大会。

<p>the China Food Security and Food Safety Strategy Summit and the United States' and China's respective Agricultural Outlook conferences.</p>	
<p>5. The Parties intend to promote communication between U.S. and Chinese technical experts on agricultural subjects of mutual interest, including, as appropriate, on production agriculture, crop insurance, trade in agricultural products, sanitary and phytosanitary matters, and rural development.</p>	<p>五、双方有意促进中美技术专家就共同感兴趣的农业议题开展交流，可考虑在合适的情况下包括农业生产、作物保险、农产品贸易、卫生与植物卫生和乡村发展。</p>
<p>6. The Parties intend to cooperate in technical discussions, as appropriate, related to sustainable agricultural development.</p>	<p>六、双方有意合作，考虑在合适的情况下进行农业可持续发展领域的技术讨论。</p>
<p>7. The Parties intend to enhance, as appropriate, their information sharing on animal and plant pests and diseases, including through technical exchange visits. The Parties intend to communicate, as appropriate, their experiences with enhancing capacity to control animal and plant pests and diseases, and through such communication to promote disease detection and the research and development of technologies for the detection and control of such diseases and pests.</p>	<p>七、双方有意通过技术交流访问等方式考虑在合适的情况下加强动物和植物病虫害信息分享。双方有意考虑在合适的情况下交流，提升动植物病虫害防控能力的经验，促进病害检测和病虫害检测防控技术的研发。</p>
<p>8. The Parties intend to engage each other cooperatively on agriculture-related technical, and sanitary and phytosanitary, measures, including on the subject of risk communication. The Parties intend to engage each other cooperatively on these subjects including by increasing cooperation on them in international organizations, such as the WTO, Asia-Pacific Economic Cooperation, the United Nations Food and Agriculture Organization (FAO), and the Codex Alimentarius Commission (Codex).</p>	<p>八、双方有意以合作的方式就与农业有关的技术措施、卫生与植物卫生措施，包括风险交流议题相互接触。双方有意以合作的方式就上述议题在国际组织如世界贸易组织、亚洲太平洋经济合作组织、联合国粮食及农业组织（粮农组织）和食品法典委员会内，相互接触、加强配合。</p>
<p>9. The Parties intend to establish cooperation mechanisms, under the framework of the 2019 <i>Osaka Declaration on Digital Economy</i>, for the discussion of ways in which digital technologies can benefit the agriculture sector.</p>	<p>九、双方有意在 2019 年《大阪数字经济宣言》框架下建立合作机制，协商数字技术惠及农业领域的方式。</p>

10. The Parties intend to include all relevant agencies of their governments in the governmental activities discussed in this Annex.	十、双方有意将各自所有政府相关机构纳入到本附录讨论的政府活动当中。
11. For greater certainty, nothing in this Annex shall obligate either Party to expend, obligate, or transfer any funds, or to dedicate personnel or other resources to any cooperative activity.	十一、为明确起见，本附录的内容均不得构成双方支出、拨款或资金转移的义务以及将人力或其他资源用于任何合作活动的义务。
Annex 2. Dairy and Infant Formula	附录二 乳品和婴幼儿配方乳粉
1. As soon as practicable following the date of entry into force of this Agreement, the General Administration of Customs of the People's Republic of China (GACC) and the U.S. Food and Drug Administration (FDA) shall initiate bilateral technical discussions to review Import Alert 99-30 —Detention Without Physical Examination of All Milk Products, Milk Derived Ingredients and Finished Food Products Containing Milk from China due to the Presence of Melamine and/or Melamine Analogs ¹ in order to clarify the steps necessary for the removal of Import Alert 99-30.	一、本协议生效之日起，中国海关总署与美国食品药品监督管理局应在可行的情况下尽快启动双边技术讨论，审查“进口警报 99-30”《因含三聚氰胺和/或三聚氰胺类似物针对所有中国乳制品、乳源成分、含乳食品实施自动扣留措施》，以明确取消“进口警报 99-30”的必要步骤。
Dairy Products	乳品
2. Aiming to better meet Chinese consumers' ever-growing needs for dairy products, China shall:	二、为更好满足中国消费者日益增长的乳品需求，中国应：
(a) upon entry into force of this Agreement, allow imports of U.S. dairy products that are:	(一) 本协议一经生效，允许进口的美国乳品：
(i) manufactured at a facility on a list compiled by the FDA; and	1. 由列入美国食品药品监督管理局清单的工厂制造；以及
(ii) accompanied by an Agricultural Marketing Service (AMS) dairy sanitary certificate;	2. 附有美国农业部农业市场服务局出具的乳品卫生证书；
(b) within 10 days of the date of entry into force of this Agreement, recognize the U.S. dairy-safety system as providing at least the same level of protection as China's dairy-safety system;	(二) 在本协议生效之日起 10 日内，认可美国乳品安全体系提供至少与中国乳品安全体系同等的保护水平；
(c) each time the United States provides China with an updated and complete list of dairy facilities and products under the jurisdiction of the FDA, within 20 working days of receipt of the list:	(三) 每当美国向中国提供美国食品药品监督管理局管辖内更新的乳品工厂和产品完整清单，在收到清单后 20 个工作日内：

(i)register the facilities and publish the list of facilities and products on the GACC website; and	1. 对清单上的工厂注册并在海关总署网站公布该工厂和产品清单；以及
(ii) allow U.S. dairy imports into China from those facilities;	2. 允许上述工厂的美国乳品输入中国；
(d)allow imports of U.S. dairy products of bovine, ovine, and caprine origins when accompanied by an AMS dairy sanitary certificate;	(四) 允许进口附有美国农业部农业市场服务局卫生证书的牛、绵羊和山羊乳品；
(e)with respect to extended shelf life (ESL) milk:	(五) 关于延长货架期乳：
(i)allow ESL milk produced in the United States to be imported and sold as pasteurized milk in China;	1. 允许产自美国的延长货架期乳进口并在中国作为巴氏杀菌乳销售；
(ii)notify the draft standard to the WTO should China undertake development of a new standard for ESL milk;	2. 若中国开展制定延长货架期乳新标准，向世界贸易组织通报标准草案；
(iii)ensure that the new standard and all implementing actions are consistent with China’s WTO obligations; and	3. 确保新标准及所有实施行动符合中国世界贸易组织义务；以及
(iv)allow imports of U.S. ESL milk consistent with Paragraph 2(a), (c), and (d);	4. 根据第二条第 1、3 和 4 款规定允许进口美国延长货架期乳；
(f)with respect to fortified milk:	(六) 关于强化乳：
(i)allow fortified milk produced in the United States to be imported into China subject to China’s National Food Safety Standard - Modified Milk (GB25191), consistent with Paragraph 2(a), (c), and (d);	1. 根据第二条第 1、3 和 4 款规定，按照中国《食品安全国家标准—调制乳》（GB25191），允许美国生产的强化乳输入中国；
(ii)allow such product to be labeled and sold to consumers as —pasteurized- modified milk provided the product is pasteurized;	2. 若产品采用了巴氏杀菌工艺，允许标识为“巴氏杀菌调制乳”向消费者出售；
(iii)notify the draft standard to the WTO should China undertake development of a new standard for fortified milk; and	3. 当中国开展制定强化乳新标准，向世界贸易组织通报标准草案；以及
(iv)ensure that the new standard and all implementing actions are consistent with China’s WTO obligations;	4. 确保新标准及所有实施行动符合中国世界贸易组织义务；
(g)with respect to U.S. ultrafiltered fluid milk:	(七) 关于美国超滤液态乳：
(i)allow U.S. ultrafiltered fluid milk to be imported into China referring to China’s National Food Safety Standard - Modified Milk (GB25191), consistent with Paragraph 2(a), (c), and (d) and such products should be labeled with —ultrafiltration technology;	1. 根据第二条第 1、3 和 4 款规定，按照《食品安全国家标准—调制乳》（GB25191），允许美国超滤液态乳输入中国，且产品应该具有“超滤技术”标识；

(ii)allow such products to be labeled as —pasteurized-modified milk provided the product is pasteurized;	2. 若产品采用了巴氏杀菌工艺，允许标识为“巴氏杀菌调制乳”；
(iii)notify the draft standard to the WTO once China develops a draft of a new standard for ultrafiltered milk; and	3. 当中国制定超滤乳新标准草案，向世界贸易组织通报该标准草案；以及
(iv)ensure that the new standard and all implementing actions are consistent with China’s WTO obligations; and	4. 确保新标准及所有实施行动符合中国世界贸易组织义务；以及
(h)with respect to U.S. dairy permeate powder:	(八) 关于美国乳渗透物粉：
(i)within 60 working days of the date of entry into force of this Agreement:	1. 在本协议生效之日起 60 个工作日内：
a.complete the approval process for U.S. dairy permeate powder for human consumption consistent with the requirements of the <i>Notice of the General Office of the National Health and Family Planning Commission for Regulating the Review of Imported Foods for Which There Is No Chinese National Food Safety Standards (GuoWeiBanShiPinFa [2017] No.14)</i> ; and	(1) 按照国家卫生计生委办公厅《关于规范进口尚无食品安全国家标准审查工作的通知》（国卫办食品发〔2017〕14 号）的要求，完成美国食用乳渗透物粉的审批；以及
b.allow the importation of U.S. dairy permeate powder;	(2) 允许美国乳渗透物粉进口；
(ii)notify the draft standard to the WTO should China undertake development of a new standard for dairy permeate powder; and	2. 若中国开展制定乳渗透物粉新标准，向世界贸易组织通报标准草案；以及
(iii)ensure that the new standard and all implementing actions are consistent with China’s WTO obligations.	3. 确保新标准及所有实施行动符合中国世界贸易组织义务。
Infant Formula	婴幼儿配方乳粉
3.Aiming to better meet Chinese consumers’ ever-growing needs for infant formula products, China shall:	三、为更好满足中国消费者日益增长的婴幼儿配方乳粉需求，中国应：
(a)take into full consideration section 412 of the U.S. Federal Food, Drug, and Cosmetic Act (21 U.S.C. §350a) and its implementing regulations when China reviews applications for, and decides on, the registration of U.S. infant formula products;	(一) 在审查美国婴幼儿配方乳粉产品注册申请及作出注册决定时，充分考虑美国《联邦食品、药品和化妆品法》（21 U.S.C § 350a）第 412 节及其实施规定；
(b)accept, complete review of, and issue a decision on product registration applications regardless of whether the submitting entity is associated with an already-registered facility;	(二) 无论申请实体是否与一个已注册工厂具有关联，接受产品注册申请，完成审查并发布决定；

(c)complete technical reviews of infant formula product registration applications and do so ordinarily within 45 working days from receipt of the application;	(三) 通常在接到申请后的 45 个工作日内，完成对美国工厂婴幼儿配方乳粉产品注册申请的技术审查;
(d)normally complete within 40 working days of completing the technical review, provided the U.S. manufacturer provides timely access if needed, any audit, inspection, sampling, or testing that is required in order to register an infant formula product;	(四) 通常在完成技术审查后 40 个工作日内，完成婴幼儿配方乳粉产品注册所需要的有关核查、检查、抽样或检测，其条件是，美国生产商在必要的情况下及时提供准入;
(e)taking into consideration the FDA’s previous product reviews, inspections, and determinations of the regulatory standing of the facility or facilities where the product is manufactured, complete the product registration within 20 working days following completion of the technical review or of any required audit, inspection, sampling, or testing;	(五) 把此前美国食品药品监督管理局对产品的审查、检查和制造工厂合规情况的决定纳入考虑范围，在技术审查或所需的核查、检查、抽样或检测完成后 20 个工作日内完成产品注册;
(f)ensure non-disclosure of all trade secrets provided in the infant formula product registration process;	(六) 确保不会披露婴幼儿配方乳粉产品注册过程中提供的所有商业秘密;
(g)each time the United States provides China with an updated and complete list of infant formula facilities under the jurisdiction of the FDA, within 20 working days of receipt of the list, register the facilities, publish the list on the GACC website, and allow U.S. infant formula imports into China from those facilities, provided the infant formula product is registered with the State Administration of Market Regulation;	(七) 每当美国向中国提供美国食品药品监督管理局管辖内婴幼儿配方乳粉工厂的更新完整清单，如果该婴幼儿配方乳粉产品已在中国国家市场监督管理总局注册，在收到清单后的 20 个工作日内，对清单上的工厂实施注册并在中国海关总署网站公布该清单，允许这些工厂的美国婴幼儿配方乳粉输入中国;
(h)not require renewal of registration of:	(八) 对于注册续期，不要求:
(i)infant formula facilities more frequently than once every four years; and	1. 婴幼儿配方乳粉工厂注册续期多于每 4 年一次;
(ii)infant formula products more frequently than once every five years;	2. 婴幼儿配方乳粉产品注册续期多于每 5 年一次;
(i)take into account previous Chinese audit reports, U.S. regulatory information, and any other relevant information, including information provided by the manufacturer, when determining whether a facility	(九) 当决定产品注册或重新注册是否需要进行工厂检查时，将此前中国核查报告、美国监管信息和其他有关信息予以考虑，包括制造商提供的信息; 以及

inspection is required for product registration or re-registration; and	
(j)within one week of the date of entry into force of this Agreement, register those U.S. infant formula facilities whose products have been approved in China and that have facility registration applications pending review by the GACC by publishing the complete list of facilities on the GACC website.	(十) 本协议生效之日起 1 周内, 中国海关总署对产品已在中 国获批、而工厂注册申请待批的美国婴幼儿配方乳粉工厂, 完成工 厂注册, 并在中国海关总署网站公布完整工厂清单。
<i>Audits and Inspections for Dairy Products and Infant Formula</i>	乳品和婴幼儿配方乳粉核查和检查
4.China shall:	四、中国应:
(a)at least 20 working days in advance of any inspection or audit at a U.S. dairy or infant formula facility, notify the FDA, the U.S. Department of Agriculture (USDA), and the facility;	(一) 在对美国乳品或婴幼儿配方乳粉工厂进行检查或核查时, 至少提前 20 个工作日通知美国食品药品监督管理局、美国农业部及 该工厂;
(b)to streamline procedures, improve efficiency, and advance trade facilitation, not require an on-site audit or inspection as a pre-requisite to registering a dairy or infant formula facility; and	(二) 为简化程序, 提高效率, 促进贸易便利化, 将不以现场 核查或检查作为注册乳品工厂或婴幼儿配方乳粉工厂的前提条件; 以及
(c)ensure that any audit or inspection it conducts for an infant formula product registration or for the registration of a dairy or infant formula facility is for verification of either the U.S. system of oversight or of the ability of the facility to meet the applicable requirements.	(三) 确保所有针对婴幼儿配方乳粉产品注册或乳品、婴幼儿 配方乳粉工厂注册所开展的核查或检查, 目的是验证美国监管体系或该工厂是否有能力达到适用要求。
5.China continues to have the right to audit the U.S. dairy and infant formula food safety regulatory system, including a representative sample of U.S. dairy and infant formula facilities, in coordination with the FDA. Such auditing shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. dairy and infant formula products at the port of entry. If China determines, based on scientific inspection, that a particular shipment of U.S dairy or infant formula products is in violation of applicable food safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant, sustained or recurring pattern	五、中国继续有权对美国乳品和婴幼儿配方乳粉食品安全监管 体系进行核查, 包括与美国食品药品监督管理局协调核查有代表性的美国乳品和婴幼儿配方乳粉工厂。核查应以风险为基础。中国继 续有权在入境口岸基于风险抽取美国乳品和婴幼儿配方乳粉货物进行检查。如果中国根据科学检查判定某批美国乳品或婴幼儿配方乳 粉产品货物违反适用食品安全进口要求, 中国可拒绝进口该批货物。 如果中国判定某工厂存在违反适用食品安全要求方面的重大违规行 为或违规行为持续或反复出现, 中国可拒绝接受该工厂货 物, 直至 问题解决。中国应就此类违规行为为通报美国食品药品监督管理局。 双方应就乳

<p>of non-conformity with an applicable food safety measure by a particular facility, China may refuse to accept shipments from that facility until the problem is resolved. China shall notify the FDA of such non-conformity. The Parties shall exchange information on their dairy and infant formula food safety regulatory systems and other public-health matters.</p>	<p>品和婴幼儿配方乳粉食品安全监管体系和其他公共卫生事宜交换信息。</p>
<p>Annex 3. Poultry</p>	<p>附录三 禽肉</p>
<p><i>1. The Parties shall sign and implement the Protocol on Cooperation on Notification and Control Procedures for Certain Significant Poultry Diseases within 30 days of the date of entry into force of this Agreement.</i></p>	<p>一、双方应自本协议生效之日起 30 日内，签署并实施《特定重大禽类疫病通报和防控程序合作议定书》。</p>
<p>2. For those U.S. poultry and poultry products imported into China prior to January 1, 2015, China shall, within 30 days of the date of entry into force of this Agreement, issue, based on its previously-conducted assessment of the U.S. regulatory system, a final decision on whether to permit the importation of the product. China shall permit their importation consistently with existing bilaterally-agreed import protocols.</p>	<p>二、本协议生效之日起 30 日内，中国应基于以往对美国监管体系的评估，对是否允许进口 2015 年 1 月 1 日前输入中国的美国禽类和禽类产品发布最终决定。中国应根据双方商定的现有进口议定书准许进口。</p>
<p>3. China shall maintain measures consistent with the 2018 World Organization for Animal Health (OIE) Terrestrial Animal Health Code Chapter 10.4, or any successor provisions.</p>	<p>三、中国应维持与《世界动物卫生组织陆生动物卫生法典》（2018 年版）第 10.4 章或相应后续规定相一致的措​​施。</p>
<p>4. Within 30 days following receipt from China of a formal request for an evaluation of a region of China for avian disease free recognition and a completed information package to support such a request that addresses the eight factors outlined in 9 CFR Part 92, or any successor provisions, the USDA's Animal and Plant Health Inspection Service (APHIS) shall initiate such an evaluation.</p>	<p>四、在收到中国关于评估中国禽类疫病无疫区认定的正式要求，及支持该要求的涵盖《美国联邦法典》第 9 卷第 92 章 8 个方面或相应后续规定的完整配套信息后，美国农业部动植物卫生检验局应在 30 日内启动该项评估。</p>
<p>Annex 4. Beef</p>	<p>附录四 牛肉</p>
<p>1. The Parties shall continue implementing the 2017 Protocol for the importation of U.S. beef and beef products into China; however, this Agreement shall prevail over any</p>	<p>一、双方应继续执行 2017 年签署的美国牛肉和牛肉产品输华议定书。如果该议定书的</p>

<p>requirements in the Protocol that are inconsistent with this Agreement. The two Parties may revise the Protocol according to this Agreement if appropriate.</p>	<p>相关要求与本协议不符，应以本协议为准。双方可酌情根据本协议修改议定书。</p>
<p>2.China acknowledges that the United States has submitted all relevant and necessary information as requested by China to enable completion of a risk assessment related to the importation of all U.S. beef, beef products, and pet food containing ruminant ingredients. China shall, within one month of the date of entry into force of this Agreement, eliminate the cattle age requirements for the importation of U.S. beef and beef products.</p>	<p>二、中国承认，美国已按照中国要求提交所有相关和必需资料，以便完成与所有美国牛肉、牛肉产品和含反刍动物成分的宠物食品进口相关的风险评估。中国应自本协议生效之日起 1 个月内取消对进口美国牛肉和牛肉产品的牛龄要求。</p>
<p>3.China recognizes the U.S. beef and beef products traceability system. The U.S. Government, in accordance with U.S. regulations, continuously maintains measures, including for traceability, that meet or exceed OIE guidelines for maintaining negligible risk status for the bovine disease addressed in Chapter 11.4 of the 2018 OIE Terrestrial Animal Health Code. Provided the United States maintains its OIE negligible risk classification for that disease, China shall not impose new import restrictions or requirements related to that disease on imports of U.S. beef. Should the United States' negligible risk status change, China shall administer the regulations for imports of U.S. beef in accordance with the 2018 OIE Terrestrial Animal Health Code, Chapter 11.4, Article 11.4.11 or any successor provisions.</p>	<p>三、中国认可美国牛肉和牛肉产品的可追溯体系。美国政府根据美国法律不断维持达到或高于世界动物卫生组织有关保持《世界动物卫生组织陆生动物卫生法典》（2018 年版）第 11.4 章所列牛类疫病风险可忽略国家地位准则要求的措施，包括可追溯性措施。如果美国保持其世界动物卫生组织认定的该疫病风险可忽略国家分类地位，中国不得对美国牛肉进口施加与该疫病相关的新的进口限制或要求。如果美国风险可忽略国家地位发生变化，则中国应根据《世界动物卫生组织陆生动物卫生法典》（2018 年版）第 11.4 章 11.4.11 条或任何后续条款，实施美国牛肉的进口管理规定。</p>
<p>4.Aiming to better meet Chinese consumers' ever-growing needs for meat, within one month of the date of entry into force of this Agreement, China shall permit the importation into China of those beef and beef products, except for those listed in Appendix I (Beef, Pork, and Poultry Products Considered Not Eligible for Import into China), inspected by the USDA's Food Safety and Inspection Service (FSIS) in an FSIS-approved facility.</p>	<p>四、为更好满足中国消费者日益增长的肉类需求，本协议生效之日起 1 个月内，中国应允许进口美国农业部食品安全检验局在食品安全检验局批准的工厂检查过的牛肉和牛肉产品。附件 1（被认为不符合输入中国的牛肉、猪肉和禽类产品清单）所列产品除外。</p>

<p>5. Within one month of the date of entry into force of this Agreement, China shall adopt maximum residue limits (MRLs) for zeranol, trenbolone acetate, and melangesterol acetate for imported beef. For beef tissues for which Codex has established MRLs for these hormones, China shall adopt the Codex MRLs. For beef tissues for which Codex has not established MRLs for these hormones, China shall adopt its MRLs by following Codex standards and guidelines and referring to MRLs established by other countries that have performed science-based risk assessments.</p>	<p>五、本协议生效之日起 1 个月内，中国应对进口牛肉中玉米赤霉醇、群勃龙醋酸酯和醋酸美伦孕酮采用最大残留限量。中国应，对于食品法典已制定以上激素最大残留限量的牛肉组织，采用食品法典的最大残留限量；对于食品法典尚未制定以上激素最大残留限量的牛肉组织，在制定最大残留限量时，遵循食品法典标准和准则，并参考其他已进行科学风险评估国家所制定的最大残留限量。</p>
<p>Annex 5. Live Breeding Cattle</p>	<p>附录五 活种牛</p>
<p>1. Based on the request and information provided by the United States on February 13, 2019, and on March 6, 2019, the Parties shall, within one month of the date of entry into force of this Agreement, commence technical discussions on the preparation of a U.S. export health certificate and a protocol for the importation into China of U.S. breeding cattle, with a view to realizing trade as soon as possible.</p>	<p>一、基于美国 2019 年 2 月 13 日和 2019 年 3 月 6 日提出的请求和提供的信息，双方应于本协议生效之日起 1 个月内启动技术磋商，讨论准备美国种牛输入中国出口卫生证书和议定书，以便尽快实现贸易。</p>
<p>Annex 6. Port</p>	<p>附录六 猪肉</p>
<p>1. The Parties intend to promote cooperative activities within the Global African Swine Fever Research Alliance (GARA) to share publicly-available scientific knowledge and information to contribute to the progressive control and eradication of African swine fever (ASF).</p>	<p>一、双方有意在全球非洲猪瘟研究联盟框架下促进合作活动，分享公开的科学知识和信息，有助于逐步控制并根除非洲猪瘟。</p>
<p>2. Aiming to better meet Chinese consumers' ever growing needs for meat, within 10 working days of the date of entry into force of this Agreement China shall permit the importation into China of those pork and pork products inspected by the FSIS in an FSIS-approved facility.</p>	<p>二、为更好满足中国消费者日益增长的肉类需求，本协议生效之日起 10 个工作日内，中国应允许进口美国农业部食品安全检验局在食品安全检验局批准的工厂检查过的猪肉和猪肉产品。</p>
<p>Annex 7. Meat, Poultry and Processed Meat</p>	<p>附录七 肉类、禽肉和加工肉类</p>
<p>1. Upon entry into force of this Agreement, China shall recognize FSIS oversight of U.S. meat, poultry meat, and processed meat and poultry meat facilities for purposes of</p>	<p>一、本协议一经生效，中国应认可美国农业部食品安全检验局对美国肉类、禽肉和加工肉类及加工禽肉工厂</p>

<p>allowing imports of U.S. meat, poultry meat, and processed meat and poultry meat.</p>	<p>的监管，其目的是允许美国肉类、禽肉、加工肉类和加工禽肉输入。</p>
<p>2.Upon entry into force of this Agreement, China shall accept meat, poultry meat, and processed meat and poultry meat, except for those products listed in Appendix I (Beef, Pork, and Poultry Products Considered Not Eligible for Import into China), inspected by the FSIS in an FSIS-approved facility and accompanied by a FSIS Export Certificate of Wholesomeness (FSIS 9060-5/FSIS 9295-1).</p>	<p>二、本协议一经生效，中国应接受美国农业部食品安全检验局在食品安全检验局批准的工厂检查过的并随附出口卫生证书 (FSIS9060-5/FSIS9295-1)的肉类、禽肉、加工肉类和加工禽肉，附件 1（被认为不符合输入中国的牛肉、猪肉和禽类产品清单）所列产品除外。</p>
<p>3.Each time the United States provides China with an updated and complete list of FSIS-approved facilities, China shall, within 20 working days of receipt, publish the list on the GACC website and allow the importation into China of products from all facilities on the list.</p>	<p>三、每当美国向中国提供美国农业部食品安全检验局认可工厂的完整更新清单，中国应在收到后 20 个工作日内，在中国海关总署网站上公布清单，允许清单上所有工厂的产品输入中国。</p>
<p>4.China continues to have the right to audit the U.S. meat and poultry food safety regulatory system, including a representative sample of U.S. meat and poultry facilities, in coordination with the FSIS. Such auditing shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. meat and poultry products at the port of entry. If China determines, based on scientific inspection, that a particular shipment of U.S. meat or poultry products is in violation of applicable food safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant, sustained or recurring pattern of non-conformity with an applicable food safety measure by a particular facility, China may refuse to accept shipments from that facility until the problem is resolved. China shall notify the FSIS of such non-conformity. The Parties shall exchange information on their meat and poultry food safety regulatory systems and other public-health matters.</p>	<p>四、中国继续有权对美国肉类和禽肉食品安全监管体系进行核查，包括与美国农业部食品安全检验局协调核查有代表性的美国肉类和禽肉工厂。核查应以风险为基础。中国继续有权在入境口岸基于风险抽取美国肉类和禽肉产品进行检查。如果中国根据科学检查判定某批美国肉类或禽肉产品货物违反适用食品安全进口要求，中国可拒绝进口该批货物。如果中国判定某工厂存在违反适用食品安全要求方面的重大违规行为或违规行为持续或反复出现，中国可拒绝接受该工厂货物，直至问题解决。中国应就此类违规行为通报美国农业部食品安全检验局。双方应就肉类和禽肉食品安全监管体系和其他公共卫生事宜交换信息。</p>

<p>5. In consultation with U.S. experts, China shall conduct a risk assessment for ractopamine in cattle and swine as soon as possible without undue delay, and in a manner consistent both with Codex and FAO/World Health Organization (WHO) Joint Expert Committee on Food Additives (JECFA) risk assessment guidance and with the risk assessment for ractopamine previously conducted by the FAO/WHO JECFA. The risk assessment shall be based on verifiable data and the approved conditions of ractopamine use in the United States. China and the United States shall establish a joint working group to discuss the steps to be taken based on the results of the risk assessment.</p>	<p>五、中国应以符合食品法典、联合国粮食及农业组织与世界卫生组织（世卫组织）食品添加剂联合专家委员会风险评估指导意见与该联合专家委员会此前进行的莱克多巴胺风险评估的方式，与美国专家协商尽快、不拖延进行牛、猪体内莱克多巴胺的风险评估。该风险评估应以美国的可验证数据和美国批准的莱克多巴胺使用条件为基础。中美双方应成立联合工作组，讨论根据风险评估结果要采取的措施。</p>
<p>Annex 8. Electronic Meat and Poultry Information System</p>	<p>附录八 肉类和禽肉电子信息系统</p>
<p>1. Aiming to streamline trade and deepen cooperation between the United States and China with respect to certification, the GACC shall work with the USDA to finalize the technical requirements for, and to implement, an electronic and automated system for China to access FSIS export certificates accompanying U.S. exports to China of meat, poultry, and meat and poultry products.</p>	<p>一、为便利贸易，深化中美两国在证书方面的合作，中国海关总署应与美国农业部共同确定电子和自动化系统的技术要求，并实施该系统，用于查看美国农业部食品安全检验局为美国肉类、禽肉、肉类产品和禽肉产品输入中国发放的出口证书。</p>
<p>2. Provided the United States has implemented the system, and demonstrates the reliability and safety of the system, China shall also implement the system by February 2020. China shall accept via the system all information, including FSIS certificates, necessary to allow shipments of U.S. meat, poultry, and meat and poultry products into China and shall provide relevant certificate information in a timely manner to the Chinese port customs officials.</p>	<p>二、如果美国执行了该系统并证明其可靠性和安全性，则中国应在 2020 年 2 月底前使用该系统。中国应通过该系统接受美国肉类、禽肉、肉类产品和禽肉产品货物获准输入中国所有必需信息，包括美国农业部食品安全检验局出具的证书。中国应及时向口岸海关官员提供相关证书信息。</p>
<p>3. The USDA has a directive permitting replacement certificates in certain instances when appropriate. The GACC shall accept replacement certificates, provided that the FSIS ensures that replacement certificates are clearly identifiable. China shall accept</p>	<p>三、美国农业部法令允许适当情形下使用替代证书。若美国农业部食品安全检验局确保替代证书清晰可鉴别，中国海关总署应包括在以下情形接受美国农业部发放的替代证书：</p>

replacement certificates issued by the USDA for situations that include the following:	
(a)the original certificate did not contain required information;	(一) 原始证书未包含所需信息;
(b)the original certificate contained typographical errors;	(二) 原始证书中有打字印刷错误;
(c)the importer, exporter, consignee, or consignor changed, but is within the same country that appears on the original certificate;	(三) 进出口商或收发货方已改变, 但所属国家仍与原始证书所示国家相同;
(d)the certificate is lost or damaged; or	(四) 证书丢失或损坏; 或
(e)the port of entry changed.	(五) 入境口岸变更。
Annex 9. Aquatic Products	附录九 水产品
1.As soon as practicable following the entry into force of this Agreement, the GACC and the FDA shall resume bilateral meetings of the U.S.-China Technical Working Group on Seafood. The Technical Working Group shall identify steps China can take to provide evidence for FDA to assess whether China has controls that would ensure that Chinese aquatic products exported to the United States meet U.S. requirements. The United States confirms that if a Chinese aquatic product producer or exporter submits sufficient evidence to the FDA and the FDA determines that the firm and product should be excluded from Import Alert 16-131, the Chinese aquatic product producer or exporter shall be added to the Green List for Import Alert 16-131.	一、本协议生效后, 中国海关总署与美国食品药品监督管理局 应在尽快可行情况下重启中美水产品技术工作组双边会议。该技术工作组应明确中国可采取何种步骤, 向美国食品药品监督管理局提 供证据, 以评估中国控制措施是否可确保中国输美水产品符合美国要求。美国确认, 如中国水产品生产商或出口商向美国食品药 品监督管理局提交充足证据, 且美国食品药品监督管理局判定该工厂和 产品应从《进口警报 16-131》排除, 则该中国水产品生产商或出口商 应被列入《进口警报 16-131 绿色清单》。
2.Aiming to better meet Chinese consumers' ever-growing needs for aquatic products, as soon as practicable following the entry into force of this Agreement, the GACC and the U.S. National Oceanic and Atmospheric Administration (NOAA) shall meet to discuss the process for approving the importation into China of the aquatic species that are sold in U.S. interstate commerce but that are not authorized for sale in China. If the NOAA submits sufficient evidence to the GACC concerning one of these aquatic species, the GACC shall determine whether the species is safe to consume and will be allowed to be imported into China.	二、为更好满足中国消费者日益增长的水产品需要, 本协议生 效后, 中国海关总署和美国国家海洋和大气管理局应在尽快可行情 况下会面, 讨论可在美国州际贸易中销售但尚未获准在中国销售的 水产品输入中国的审批流程。如美国商务部国家海洋和大气管理局 向中国海关总署提交有关上述水产品中某一产品的充足证据, 中国 海关总署应判定该产品是否安全适于食用以及是否允许输入中 国。

<p>3. Within 20 working days of the date of entry into force of this Agreement, China shall allow imports into China from those:</p>	<p>三、中国在本协议生效之日起 20 个工作日内，应允许下列货物输入中国：</p>
<p>(a) aquatic products facilities considered to be in good regulatory standing by the FDA and also registered by the GACC, when the shipment is accompanied by the bilaterally-agreed certificate issued by the NOAA; and</p>	<p>（一）来自美国食品药品监督管理局认定监管状况良好、并在 中国海关总署注册的水产品工厂，且随附美国国家海洋和大气管理局签发的经双方同意的证书；以及</p>
<p>(b) fish meal processing facilities considered to be in good regulatory standing by the NOAA and also registered by the GACC, when the shipment is accompanied by the bilaterally-agreed certificate issued by the NOAA.</p>	<p>（二）来自美国国家海洋和大气管理局认定监管状况良好、并 在中国海关总署注册的鱼粉加工工厂，且随附美国国家海洋和大气管理局签发的经双方同意的证书。</p>
<p>4. China shall:</p>	<p>四、中国应：</p>
<p>(a) each time the United States provides China with an updated and complete list of aquatic products facilities under the jurisdiction of the FDA, within 20 working days of receipt of the list, register the facilities, publish the list of the facilities on the GACC website, and allow U.S. aquatic product imports into China from those facilities; and</p>	<p>（一）每当美国向中国提交美国食品药品监督管理局管辖内水产品工厂的更新完整清单，在收到清单的 20 个工作日内，注册 这些工厂，并在中国海关总署网站公布清单，允许这些工厂的美 国水产品输入中国；以 及</p>
<p>(b) each time the United States provides China with an updated and complete list of fish meal processing facilities under the jurisdiction of the NOAA, within 20 working days of receipt of the list, register the facilities, publish the list of the facilities on the GACC website, and allow U.S. fish meal imports into China from those facilities.</p>	<p>（二）每当美国向中国提交美国商务部国家海洋和大气管理局管辖内鱼粉加工工厂的更新完整清单，在收到清单的 20 个工作 日内，注册这些工 厂，并在中国海关总署网站公布清单，允许这 些工厂的美国鱼粉输入中国。</p>
<p>5. China continues to have the right to audit the U.S. aquatic products food safety regulatory system, including a representative sample of U.S. aquatic product facilities, in coordination with the FDA. Such auditing shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. aquatic products at the port of entry. If China determines that a particular shipment of U.S. aquatic products is in violation of applicable food safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant,</p>	<p>五、中国继续有权对美国水产品食品安全监管体系进行核查，包括与美国食品药品监督管理局协调核查有代表性的美国水产品工 厂。核查应以风险为基础。中国继续有权在 入境口岸基于风险 抽取美国水产品货物进行 检查。如判定某批美国水产品货物违反 适用 食品安全进口要求，中国可拒绝进口该批货 物。如判定某工 厂存在适用食品安全进口措施方面的重大违 规行为，或违规行为 持续或反复出现，中国可拒绝接受该工厂货 物，直至问题解决。</p>

<p>sustained or recurring pattern of non-conformity with an applicable food safety measure by a particular facility, China may refuse to accept shipments from that facility until the problem is resolved. China shall notify the FDA of such non-conformity. The Parties shall exchange information on their aquatic products food safety regulatory systems and other public-health matters concerning aquatic products.</p>	<p>中国应就此类违规行为通报美国食品药品监督管理局。双方应就水产品食品安全监管体系和涉及水产品的其他公共卫生事宜交换信息。</p>
<p>Annex 10. Rice</p>	<p>附录十大米</p>
<p>1. Each time the United States provides China with a list of rice facilities approved by the APHIS as compliant with the <i>Phytosanitary Protocol on the Import of Rice from the United States to China</i>, within 20 working days of receipt of the list, China shall register the facilities, publish the list of facilities, and allow the importation of U.S. rice from each of the APHIS- approved rice facilities. China continues to have the right to conduct on-site phytosanitary audits of registered rice facilities.</p>	<p>一、每当收到美国提供的美国农业部动植物卫生检验局认可符合《美国输华大米植物卫生议定书》的大米工厂清单，中国应在收到清单的 20 个工作日内，注册这些工厂，公布工厂清单，并允许进口来自每一个经美国农业部动植物卫生检验局认可的大米工厂的美国大米。中国继续有权对大米注册工厂进行植物卫生现场核查。</p>
<p>Annex 11. Plant Health</p>	<p>附录十一 植物卫生</p>
<p>1. Within one month of the date of entry into force of this Agreement, the Parties shall start technical consultations in order to sign, as soon as possible, a phytosanitary protocol on Chinese Bonsai in growing mediums for export to the United States excluding orchids, with a view to realizing trade as soon as possible.</p>	<p>一、为了尽快实现贸易，本协议生效之日起 1 个月内，双方应开展技术磋商，尽快签署除兰花外的中国介质盆景输美植物卫生议定书。</p>
<p>2. Within 45 days of the date of entry into force of this Agreement, USDA/APHIS shall complete its regulatory notice process for imports of Chinese fragrant pear.</p>	<p>二、本协议生效之日起 45 日内，美国农业部（动植物卫生检验局）应完成中国香梨进口监管通报程序。</p>
<p>3. Within two months of the date of entry into force of this Agreement, USDA/APHIS shall complete its regulatory notice process for imports of Chinese citrus.</p>	<p>三、本协议生效之日起 2 个月内，美国农业部（动植物卫生检验局）应完成中国柑橘进口监管通报程序。</p>
<p>4. Within one month of the date of entry into force of this Agreement, USDA/APHIS shall complete its regulatory notice process for imports of Chinese Jujube.</p>	<p>四、本协议生效之日起 1 个月内，美国农业部（动植物卫生检验局）应完成中国鲜枣进口监管通报程序。</p>
<p>5. Within seven working days of the date of entry into force of this Agreement,</p>	<p>五、本协议生效之日起 7 个工作日内，中国海关总署和美国农</p>

<p>USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of U.S. fresh potatoes for processing into China.</p>	<p>业部（动植物卫生检验局）应签署并实施植物卫生议定书，允许美国加工用鲜马铃薯输入中国。</p>
<p>6. Within one month of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of California nectarines into China.</p>	<p>六、本协议生效之日起 1 个月内，中国海关总署和美国农业部（动植物卫生检验局）应签署并实施植物卫生议定书，允许美国加州油桃输入中国。</p>
<p>7. Within three months of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of U.S. blueberries into China.</p>	<p>七、本协议生效之日起 3 个月内，中国海关总署和美国农业部（动植物卫生检验局）应签署并实施植物卫生议定书，允许美国蓝莓输入中国。</p>
<p>8. Within three months of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of California Hass avocados into China.</p>	<p>八、本协议生效之日起 3 个月内，中国海关总署和美国农业部（动植物卫生检验局）应签署并实施植物卫生议定书，允许美国加州哈斯鳄梨输入中国。</p>
<p>9. Within three months of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow the importation of U.S. barley into China. The GACC, in coordination with USDA/APHIS, may conduct an on-site visit of U.S. barley production.</p>	<p>六、本协议生效之日起 1 个月内，中国海关总署和美国农业部（动植物卫生检验局）应签署并实施植物卫生议定书，允许美国加州油桃输入中国。</p>
<p>10. Within one month of the date of entry into force of this Agreement, the GACC shall meet with USDA/APHIS and conduct an on-site visit of U.S. production of U.S. alfalfa hay pellets and cubes, U.S. almond meal pellets and cubes, and U.S. timothy hay. Within three months of the date of entry into force of this Agreement, USDA/APHIS and the GACC shall sign and implement a phytosanitary protocol to allow importation into China of these products.</p>	<p>十、本协议生效之日起 1 个月内，中国海关总署应与美国农业部（动植物卫生检验局）举行会议，并实地考察美国苜蓿颗粒和草块、杏仁粕颗粒和粕块以及梯牧草干草的生产情况。中国海关总署和美国农业部应于本协议生效之日起 3 个月内签署并实施植物卫生议定书，允许以上产品输入中国。</p>
<p>11. The Parties confirm they shall not require a phytosanitary certificate for the importation from the other Party of frozen fruits and vegetables.</p>	<p>十一、双方确认，一方自另一方进口冷冻水果和蔬菜时不得要求出具植物卫生证书。</p>

12. The Parties shall continue technical consultations concerning facilitation of trade in grain and oilseed products.	十二、双方应就谷物和油籽产品贸易便利化问题继续技术磋商。
Annex 12. Feed Additives, Premixes, Compound Feed, Distillers' Dried Grains, and Distillers' Dried Grains with Solubles	附录十二 饲料添加剂、预混料、配合饲料、干酒精糟和含可溶物的干酒精糟
1. To streamline procedures, improve efficiencies, and advance trade facilitation, and to better meet demand for feed to promote the development of animal husbandry, China shall:	一、为简化程序、提高效率、促进贸易便利化, 更好满足畜牧业发展的饲料需求, 中国应:
(a) not require an on-site audit or inspection as a condition for registering facilities or for approving the importation into China of feed additives, premixes, compound feed products, Distillers' Dried Grains (DDG), and Distillers' Dried Grains with Solubles (DDGS);	(一) 不以现场核查或检查作为注册工厂或批准饲料添加剂、预混料、配合饲料产品、干酒精糟和含可溶物的干酒精糟输入中国的前提条件;
(b) not require an export protocol as a condition for permitting the importation into China of feed additives, premixes, compound feed products, DDG, and DDGS; and	(二) 不以出口议定书作为允许饲料添加剂、预混料、配合饲料产品、干酒精糟和含可溶物的干酒精糟输入中国的前提条件; 以及
(c) ensure that its requirements for imports of feed additives, premixes, compound feed products, DDG, and DDGS from the United States are consistent with international standards and guidelines.	(三) 确保对美国饲料添加剂、预混料、配合饲料产品、干酒精糟和含可溶物的干酒精糟的进口要求与国际标准和准则相一致。
2. Each time that the United States provides China with an updated and complete list of U.S. feed additive, premix, compound feed product, DDG, and DDGS facilities, China shall, within 20 working days of receiving the information, register the facilities, publish the list on the GACC website, and allow imports of feed additives, premixes, compound feed products, DDG, and DDGS from U.S. facilities appearing on the list on the GACC website.	二、每当美国向中国提供饲料添加剂、预混料、配合饲料产品、干酒精糟和含可溶物的干酒精糟工厂的更新完整清单, 中国应在 20 个工作日内对工厂实施注册, 在中国海关总署网站公布清单, 并允许中国海关总署网站上清单内美国工厂的饲料添加剂、预混料、配合饲料产品、干酒精糟和含可溶物的干酒精糟输入中国。
3. China shall:	三、中国应:
(a)(i) within three months of receiving an application from a U.S. DDG or DDGS manufacturer for the approval of the importation into China of one of its products, complete the review of that application; and	(一) 1. 在收到美国干酒精糟和含可溶物的干酒精糟制造商对中国出口审批申请 3 个月内完成申请审查; 以及

(ii)within 20 working days of completing the review of that application, issue a license allowing importation of the product into China; and	2. 在申请审查完成 20 个工作日内发放许可，允许该产品输入中国；以及
(b)within 20 working days of receiving an application from a U.S. DDG or DDGS manufacturer that holds or has held a license permitting importation into China of one of its products, but whose license:	(二) 在收到申请 20 个工作日内，若美国干酒精糟或含可溶物的干酒精糟制造商持有或曾持有的一种产品输入中国许可，但该许可：
(i)expired on or after January 1, 2017, or	1. 于 2017 年 1 月 1 日或之后失效，或
(ii)is scheduled to expire after that date,	2. 预期将在该日期后失效，
issue a license to that manufacturer allowing imports of the product into China.	向该制造商发放许可，允许该产品输入中国。
4.China shall:	四、中国应：
(a)within nine months of receiving an application for the approval of the importation into China of a new feed additive, premix, or compound feed product, complete its review of that application and add the product onto China’s List of Feed and Feed Additives;	(一) 在收到新饲料添加剂、预混合饲料或配合饲料产品输入中国申请 9 个月内，完成申请审查，将产品列入中国饲料和饲料添加剂目录；
(b)within three months of receiving a new application for the approval of the importation into China of a feed additive, premix, or compound feed product, complete its review of that application and issue a license allowing importation of the product; and	(二) 在收到饲料添加剂、预混合饲料或配合饲料产品输入中国新申请 3 个月内，完成申请审查并发放许可，允许产品进口；以及
(c)within 20 working days of receiving an application for renewal for a feed additive, premix, or compound feed product license, issue a renewed license allowing importation of the product.	(三) 在收到向中国出口饲料添加剂、预混合饲料或配合饲料产品续期申请 20 个工作日内发放续期许可，允许产品进口。
5.China continues to have the right to audit the U.S. feed additive, premix, compound feed, DDG, and DDGS feed safety regulatory system, including a representative sample of U.S. feed additive, premix, compound feed, DDG, and DDGS feed facilities, in coordination with the relevant U.S. competent authority. Such auditing shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. feed additive, premix, compound feed, DDG,	五、中国继续有权对美国饲料添加剂、预混料、配合饲料、干酒精糟和含可溶物的干酒精糟饲料安全监管体系进行核查，包括与美国相关主管部门协调核查有代表性的美国饲料添加剂、预混料、配合饲料、干酒精糟和含可溶物的干酒精糟工厂。核查应以风险为基础。中国继续有权在入境口岸基于风险抽取美国饲料添加剂、预混料、配合饲料、干酒精糟和含可溶物的干酒精糟饲料产品货物进行检查。如根据科学检查判定某批美国饲料添加剂、预混料、配合饲料、干酒精糟和

<p>and DDGS feed products at the port of entry. If China determines, based on scientific inspection, that a particular shipment of U.S. feed additives, premix, compound feed, DDG, and DDGS feed is in violation of applicable feed safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant, sustained or recurring pattern of non-conformity with an applicable feed safety</p>	<p>含可溶物的干酒精糟货物违反适用饲料安全进口要求，中国可拒绝进口该批货物。如判定某工厂存在适用饲料安全措施重大违规行为，或违规行为持续或反复出现，中国可拒绝接受该工厂货物，直至问题解决。中国应就此类违规行为通报美国有关部门。双方应就饲料添加剂、预混料、配合饲料、干酒精糟和含可溶物的干酒精糟饲料安全监管体系交换信息。</p>
<p>measure by a particular facility, China may refuse to accept shipments from that facility until the problem is resolved. China shall notify the relevant U.S. competent authority of such non-conformity. The Parties shall exchange information on their feed additive, premix, compound feed, DDG, and DDGS feed safety regulatory systems.</p>	
<p>Annex 13. Pet Food and Non-ruminant Derived Animal Feed</p>	<p>附录十三 宠物食品和非反刍动物源动物饲料</p>
<p>1.China shall:</p>	<p>一、中国应：</p>
<p>(a)within one month of the date of entry into force of this Agreement:</p>	<p>（一）在本协议生效之日起 1 个月内：</p>
<p>(i)lift its ban on U.S. pet food containing ruminant ingredients in accordance with Annex 4.2 (Beef); and</p>	<p>1. 按照附录第四部分（牛肉）第二条内容解除对含反刍动物成分的美国宠物食品的禁令；以及</p>
<p>(ii)eliminate the use of Polymerase Chain Reaction (PCR) testing on all U.S. pet food products containing ruminant ingredients, and limit PCR testing of U.S. pet food products not containing ruminant ingredients to a risk-based selection of shipments;</p>	<p>2. 对含反刍动物成分的美国宠物食品，取消聚合酶链式反应检测使用；对不含反刍动物成分的美国宠物食品，仅基于风险进行聚合酶链式反应抽检；</p>
<p>(b)upon entry into force of this Agreement, allow the importation of U.S. pet foods containing poultry products;</p>	<p>（二）本协议一经生效，允许进口含禽肉产品成分的美国宠物食品；</p>
<p>(c)not require completion or submission of any facility questionnaire for registration purposes, except that China may request completion of a facility questionnaire with respect to a facility that China is auditing; and</p>	<p>（三）不要求工厂在注册环节填写或提交问卷，但可要求正在接受核查的工厂填写问卷；以及</p>
<p>(d)allow the importation of pet foods with animal-origin ingredients from a 3rd country as long as the ingredients are</p>	<p>（四）允许进口含有第三国动物源成分的宠物食品，前提是该动物源成分合法进口至</p>

<p>legally imported into the United States, meet U.S. domestic requirements for inclusion in pet food, and are traceable to the country of origin.</p>	<p>美国、符合美国国内宠物食品添加要求并可追溯至原产国。</p>
<p>2. Upon entry into force of this Agreement, the Parties shall engage in technical discussions to discuss the importation of U.S. pet food into China. Within two months of the date of entry into force of this Agreement, the Parties shall sign a protocol on U.S. pet food imports into China. Before a new protocol is signed, China shall continue to allow imports of U.S. pet food as detailed in the <i>Protocol on the Veterinary Health Requirements for Non-Ruminant Derived Animal Feed and Tallow to be Imported from the United States of America to the People's Republic of China</i>, dated November 18, 2004.</p>	<p>二、本协议一经生效，双方应进行技术讨论，讨论美国宠物食品输入中国事宜。双方应在本协议生效之日起 2 个月内，签署美国宠物食品输入中国议定书。新议定书签署前，中国应按照 2004 年 11 月 18 日签署的《中华人民共和国从美利坚合众国输入非反刍动物源饲料和非反刍动物源性油脂的兽医卫生议定书》规定，继续允许美国宠物食品输入中国。</p>
<p>3. China has completed its review of 24 new U.S. pet food and animal feed facilities and shall, within five working days of the date of entry into force of this Agreement, include those facilities on the list of facilities allowed to export to China pet food or non-ruminant derived animal feed.</p>	<p>三、中国已完成对美国 24 家新增宠物食品和动物饲料工厂的审查，应在本协议生效之日起 5 个工作日内，将这些工厂加入允许输入中国宠物食品或非反刍动物源动物饲料的工厂清单。</p>
<p>4. The United States shall, on a monthly basis, provide to China any updates to the list of U.S. pet food and non-ruminant derived animal feed facilities that the United States has determined to be eligible to export pet food or non-ruminant derived animal feed to China. Upon receipt of each update to the list, China shall, within 20 working days, register the facilities, publish the updates to the list of facilities on the GACC website, and allow imports of pet food and non-ruminant derived animal feed from U.S. facilities on the list on the GACC website.</p>	<p>四、美国应每月向中国提供美国认定可对中国出口宠物食品或非反刍动物源动物饲料的工厂清单的所有更新。在收到清单的 20 个工作日内，中国应注册这些工厂，在中国海关总署网站公布变更的清单，并允许中国海关总署网站清单内美国工厂的宠物食品和非反刍动物源动物饲料输入中国。</p>
<p>5. China continues to have the right to audit the U.S. pet food and non-ruminant derived animal feed safety regulatory system, including a representative sample of U.S. pet food and non-ruminant derived animal feed facilities, in coordination with the relevant U.S. competent authority. Such auditing</p>	<p>五、中国继续有权对美国宠物食品和非反刍动物源动物饲料安全监管体系进行核查，包括与美国相关主管部门协调核查有代表性的美国宠物食品和非反刍动物源动物饲料工厂。核查应以风险为基础。中国继续有权在入境口岸基于风险抽取美国宠物食品和非反</p>

<p>shall be risk-based. China also continues to have the right to conduct inspections of a risk-based selection of shipments of U.S. pet food and non-ruminant derived animal feed at the port of entry. If China determines, based on scientific inspection, that a particular shipment of U.S pet food and non-ruminant derived animal feed is in violation of applicable pet food and non-ruminant derived animal feed safety import requirements, China may refuse importation of that shipment. If China determines that there is a significant, sustained or recurring pattern of non-conformity with an applicable feed safety measure by a particular facility, China may refuse to accept shipments from that facility until the problem is resolved. China shall notify the relevant U.S. competent authority of such non-conformity. The Parties shall exchange information on their pet food and non-ruminant derived animal feed safety regulatory systems.</p>	<p>为 动物源动物饲料货物进行检查。如根据科学检查判定某批美国宠物 食品和非反刍动物源动物饲料违反适用宠物食品和非反刍动物源动物饲料安全进口要求，中国可拒绝进口该批次产品。如判定某工厂 存在适用饲料安全措施方面的重大违规行为，或违规行为持续或反 复出现，中国可拒绝接受该工厂货 物，直至问题解决。中国应就此 类违规行为通报美国相关主管部门。双方应就宠物食品 和非反刍动 物源动物饲料安全监管体系交换 信息。</p>
<p>Annex 14. Tariff Rate Quotas</p>	<p>附录十四 关税配额</p>
<p>1.China shall ensure that, from December 31, 2019, its TRQ measures for wheat, rice, and corn are in conformity with the Panel Report in <i>China-Tariff Rate Quotas for Certain Agricultural Products</i> and the WTO agreements, including China’s commitments under the <i>Protocol on the Accession of the People’s Republic of China to the WTO and China’s Schedule CLII, Part I, Section 1(B)</i>.</p>	<p>一、中国应确保自 2019 年 12 月 31 日起，小麦、大米和玉米的 关税配额措施应符合中国特定农产品关税配 额案专家组报告及世界 贸易组织协定，包括中国在《中华人民共和 国加入世贸组织议定书》 和中国第 152 号减让表第一部分第 1（B） 节中的承诺。</p>
<p>2.The entirety of China’s TRQs for wheat, rice, and corn (WRC TRQs) for each year shall be allocated by January 1 of that year to end-users. China shall ensure that it does not inhibit the filling of its WRC TRQs.</p>	<p>二、中国每年小麦、大米和玉米的总体关税 配额应于当年 1 月 1 日前分配至最终用 户。中国应确保不抑制小麦、大米和玉米关 税配 额的足额使用。</p>
<p>3.China’s requirements for WRC TRQ eligibility, allocation, return, reallocation, and penalties shall not discriminate between State Trading Enterprises (STEs) and non- STEs and shall apply equally to the STE share of the WRC TRQ and the non- STE share of the WRC TRQ. For the purposes of China’s WRC TRQ</p>	<p>三、中国对小麦、大米和玉米关税配额资 格、分配、返还、再 分配和处罚的要求， 不得区别对待国营贸易企业和非国营贸易 企业， 并应同等适用于小麦、大米和玉米关 税配额中的国营贸易配额和非 国营贸易配 额。中国小麦、大米和玉米关税配额管理措 施中，获得 小麦、大米和玉米关税配额分</p>

administration measures, —end-users and —enterprises include STEs when allocated a WRC TRQ.	配的“最终用户”和“企业”包括国营贸易企业。
4.China shall reallocate all unused and returned WRC TRQ amounts, including all unused and returned amounts allocated to STEs or designated as part of the —STE share, by October 1 of each year. Only new applicants and entities other than those returning unused quotas shall be eligible to receive reallocated WRC TRQ amounts.	四、中国应于每年 10 月 1 日前对未使用并返还的小麦、大米和玉米关税配额量（包括未使用并返还的分配给国营贸易企业的配额量，或定为“国营贸易配额”的配额量）进行再分配。仅有新申请者 and 除退回未使用小麦、大米和玉米配额的企业以外的企业，应有资格获得小麦、大米和玉米关税配额再分配量。
5.China shall make all WRC TRQ allocations in commercially viable shipping amounts.	五、中国小麦、大米和玉米关税配额的所有分配量均应为商业可行的装运量。
6.China shall clearly specify and publish all eligibility criteria for its WRC TRQs and all allocation principles for its WRC TRQ administration, and the allocation principles shall be relevant to the importation, processing, or sale of the commodity subject to the WRC TRQ. China shall ensure that a sufficient number of STE and non-STE entities, including new quota applicants, are eligible to receive WRC TRQ allocations, and that the full utilization of its WRC TRQs is not inhibited.	六、中国应确保规定并公布小麦、大米和玉米关税配额申请条件和分配原则，分配原则应与小麦、大米和玉米关税配额管理商品的进口、加工或销售相关。中国应确保充足数量的国营贸易企业和非国营贸易企业实体（包括新的配额申请者）有资格获得小麦、大米和玉米关税配额分配，并确保不抑制小麦、大米和玉米关税配额的足额使用。
7.Consistent with China’s WTO obligations, at the request of the United States, China shall provide the relevant WRC TRQ allocation and reallocation information requested.	七、与中国的世贸组织义务相一致，中国将应美国请求，提供与小麦、大米和玉米关税配额分配和再分配相关的信息。
8.Each Party shall make available on a public website existing laws, regulations, and announcements on its administration of WRC TRQs, if any, and publish any change to them in a timely manner. Upon request of a Party, the Parties shall hold consultations on TRQ administration pursuant to the Bilateral Evaluation and Dispute Resolution Chapter.	八、每一方如有关于小麦、大米和玉米关税配额管理的现行法律、法规和公告，应在公共网站上公开，并及时公布上述内容的变更情况。依据“双边评估和争端解决”一章，双方将应其中一方请求就关税配额管理进行磋商。
Annex 15. Domestic Support	附录十五 国内支持
1.China shall respect its WTO obligations to publish in an official journal its laws, regulations, and other measures pertaining to its domestic support programs and policies.	一、中国应尊重其世贸组织义务，在官方公报栏公布关于其国内支持计划和政策的法律、法规和其他措施。

<p>2.For greater certainty, nothing in this Agreement limits the rights of the United States under the WTO Dispute Settlement Understanding against China with respect to China’s domestic support measures.</p>	<p>二、为明确起见，关于中国国内支持措施，世界贸易组织《关于争端解决规则与程序的谅解》下美国享有的针对中国的权利，不受本协议限制。</p>
<p>Annex 16. Agricultural Biotechnology</p>	<p>附录十六 农业生物技术</p>
<p>1.To help realize the benefits of agricultural biotechnology for sustainable agriculture, the Parties agree to carry out exchanges on agricultural biotechnology, and intend to take steps to enhance engagement with the public concerning agricultural biotechnology and public awareness of scientific information relevant to agricultural biotechnology, with the aim of building public confidence in, and acceptance of, the use of safe biotechnology in agriculture and the food system.</p>	<p>一、为有助于实现农业生物技术对可持续农业发展的好处，双方同意开展农业生物技术领域交流，并有意采取措施，增进公众关于农业生物技术参与和公众对农业生物技术相关科学信息的认知，以增强公众对在农业和食品体系中使用安全生物技术的信心和接受程度为目的。</p>
<p>2.China shall implement a transparent, predictable, efficient, science- and risk-based regulatory process for safety evaluation and authorization of products of agricultural biotechnology. For agricultural biotechnology products for feed or further processing, China shall significantly reduce, to no more than 24 months, the average amount of time between:</p>	<p>二、中国应为农业生物技术产品的安全性评价和审批采用透明、可预测、高效及以科学和风险为基础的监管流程。对于用作饲料或加工的农业生物技术产品，中国应大幅缩短以下两项之间的平均时间至 24 个月以内：</p>
<p>(a)the submission of a formal application for authorization of such a product; and</p>	<p>(一) 此类产品审批正式申请的提交；以及</p>
<p>(b)the final decision on approval or disapproval of the product.</p>	<p>(二) 该产品是否批准的最终决定。</p>
<p>China shall base its safety evaluation procedures on the relevant international standards and recommendations of Codex and the International Plant Protection Convention. China shall base any safety evaluation that it conducts on scientific data and information obtained using appropriate methods and analyzed using appropriate statistical techniques.</p>	<p>中国安全评价程序应以相关国际标准以及食品法典和《国际植物保护公约》的建议为基础。中国所开展的任何安全评价应基于以恰当方式获取并以恰当统计方法分析的科学研究数据和信息。</p>
<p>3.The Parties shall strengthen communication on biotechnology regulation, in order to increase mutual understanding and to facilitate trade in products of agricultural biotechnology.</p>	<p>三、双方应加强生物技术监管交流，以增进相互理解与便利农业生物技术产品贸易。</p>
<p>4.China shall:</p>	<p>四、中国应：</p>

<p>(a)within five working days of receipt of the product dossier submitted in support of a formal application for approval of a product of agricultural biotechnology, pre- screen for completeness, by means of comparison against the requirements on the application form, the dossier and inform the applicant of any deficiencies in the sufficiency of information in the dossier;</p>	<p>(一) 在收到农业生物技术产品用于正式批准申请而提交的申报书之日起 5 个工作日内开展完整性预审查，通过对比申请表和申报书要求，将申报书中不齐全之处告知申请人；</p>
<p>(b)accept complaints from applicants concerning the operation of the approval procedure for agricultural biotechnology products to be used for purposes of food, feed, and processing, and take corrective action upon receipt of a justified complaint;</p>	<p>(二) 受理申请人关于食品、饲料和加工用途农业生物技术产品进口批准流程的申诉，并在收到合理申诉后采取整改行动；</p>
<p>(c)when additional information from an applicant is necessary for the National Biosafety Committee (NBC) to finalize a safety evaluation, within 20 working days of the NBC meeting at which the NBC ascertained its need for the additional information, request all such information in writing and provide a written explanation to the applicant of how the requested information would be relevant to the safety of the product’s intended use;</p>	<p>(三) 当国家农业转基因生物安全委员会需要额外信息来完成安全评价时，在确定需要额外信息的会议结束 20 个工作日内，以书面形式通知申请人提供所有此类信息，并向申请人书面解释提供的信息与产品既定用途下的安全性有何相关性；</p>
<p>(d)when additional information has been submitted to the NBC by an applicant, ensure that the NBC meets as soon as possible and as often as necessary thereafter in order to finalize the NBC’s review of the application; and</p>	<p>(四) 申请人向国家农业转基因生物安全委员会提交额外信息后，国家农业转基因生物安全委员会将尽快、以必要频率召开会议，以便完成申请审核；以及</p>
<p>(e)convene at least two NBC meetings per year and increase, depending on the number of applications, the frequency of NBC meetings as much as necessary.</p>	<p>(五) 每年至少召开 2 次国家农业转基因生物安全委员会会议，并视申请数量，根据需要尽可能增加会议召开频次。</p>
<p>5.China shall establish an authorization period of at least five years for any agricultural biotechnology product.</p>	<p>五、中国批准的农业生物技术产品有效期应不少于 5 年。</p>
<p>6.China shall, within 12 months of the date of entry into force of this Agreement, establish and make public a simplified, predictable, science- and risk-based, and efficient safety- assessment procedure for approval of food ingredients derived from genetically modified microorganisms.</p>	<p>六、中国应在本协议生效之日起 12 个月内，就源于转基因微生物的食品成分审批，建立并公布一套简化、可预测、以科学和风险为基础、高效的安全评价流程。</p>

7.China shall:	七、中国应:
(a)accept applications for agricultural biotechnology product approvals on an on-going, year-round basis;	(一) 全年不间断受理农业生物技术产品的批准申请;
(b)if prior to receipt by China of a formal application for approval of an agricultural biotechnology product but following the submission of the dossier for the product to U.S. authorities, the dossier for the product is submitted to China, pre-screen the dossier within five working days of receipt for completeness against the Chinese requirements that will apply following the submission of a formal application for approval of the product in China;	(二) 如果一农业生物技术产品的正式批准申请在向美国监管机构提交申报书后但向中国监管机构提交前, 向中国提交申报书, 在收到申报书5个工作日内, 对照该产品正式申请提交后将适用的批准要求, 开展申报书完整性预审查;
(c)upon receipt of a formal application, begin review of any application for approval of an agricultural biotechnology product;	(三) 在收到正式申请后启动审查该农业生物技术产品的批准申请;
(d)not request information unnecessary for assessing the safety of a product for its intended use; and	(四) 不要求提供对于产品既定用途下的安全性评价不必要的信息; 以及
(e)for any product that passes China's safety evaluation, make the administrative decision of approval and issue a biosafety certificate within 20 working days of conclusion of the NBC meeting.	(五) 对于任何通过中国安全评价的产品, 在国家农业转基因生物安全委员会会议结束20个工作日内作出行政批准决定, 并颁发生物安全证书。
8.In the event of an occurrence of low-level presence (LLP) affecting a U.S. shipment exported to China, China shall:	八、若出现影响美国货物出口至中国的低水平混杂的情况, 中国应:
(a)without undue delay, inform the importer or the importer's agent of the LLP occurrence and of any additional pertinent information that will be required to be submitted to assist China to make a decision on the management of the LLP occurrence;	(一) 尽快向进口商或进口商代理告知该低水平混杂事件, 以及需提交的相关补充资料, 以协助中国就该低水平混杂事件的处理作出决策;
(b)provide to the United States a summary of any risk or safety assessment that China has conducted in connection with the LLP occurrence;	(二) 向美国提交该低水平混杂事件的风险或安全评价综述;
(c)ensure that the LLP occurrence is managed without unnecessary delay; and	(三) 确保该低水平混杂事件的处理没有不必要的拖延; 以及
(d)take into account any relevant risk or safety assessment provided, and authorization granted, by the United States or any foreign country when deciding how to manage the LLP occurrence.	(四) 在决定如何处理低水平混杂事件时, 考虑美国或其他国家提供的相关风险或安全评价及批准情况。

<p>9.China shall evaluate inadvertent or technically unavoidable LLP occurrences on a case- by-case basis to minimize trade disruptions.</p>	<p>九、对于无意或者技术上无法避免的低水平混杂事件，中国应 基于个案开展分析评估，尽量降低对贸易的影响。</p>
<p>10.The Parties agree to organize experts to conduct further studies on the issue of LLP and to collaborate internationally on practical approaches to addressing LLP.</p>	<p>十、双方同意组织专家对低水平混杂问题开展进一步研究，并开展国际合作寻求解决低水平混杂的务实做法。</p>
<p>Annex 17. Food Safety</p>	<p>附录十七 食品安全</p>
<p>1.The Parties shall not implement food safety regulations, or require actions of the other Party’s regulatory authorities, that are not science- or risk-based and shall only apply such regulations and require such actions to the extent necessary to protect human life or health.</p>	<p>一、双方不得实施未基于科学和风险的食品安全法规或要求 一方监管部门未基于科学和风险的行动，且应只使用该法规和要求 该行动以保护人类生命或健康所需程度为限。</p>
<p>Appendix I: Beef, Pork, and Poultry Products Considered Not Eligible for Import into China</p>	<p>附件 1：被认为不符合输入中国的牛肉、猪肉和禽类产品</p>
<p>U.S. statutes and regulations require the condemnation of meat and poultry carcasses, parts thereof, and products, found to be diseased, adulterated or otherwise unfit at the time of slaughter, or during any subsequent inspection. The FSIS does not allow meat or poultry products that are determined to be unqualified, or that are contaminated—for example, with feces, foreign material, or cerebral fluid from cattle—to enter commerce. Animals that display systemic signs of disease or pathologies are condemned. FSIS Public Health Veterinarians certify on the FSIS certificate that the meat or poultry products are from animals that received both antemortem and postmortem inspection and were found sound and healthy. In addition, the product has been inspected and passed as provided by law and regulations of the USDA, and is wholesome, and suitable for human consumption</p>	<p>美国法律法规要求销毁在屠宰时或屠宰后检查中发现的患病、掺假或其他不合格的肉类和禽类胴体、分割部分及产品。美国农业部食品安全检验局不允许已确定为不合格的，或被牛的粪便、异物、脑脊液等污染的肉类或禽类产品进入市场。表现出全身系统症状或病理变化的动物将被销毁。美国农业部食品安全检验局公共卫生兽医在食品安全检验局证书中证明，相关肉类或禽类产品来自已经过宰前和宰后检验且完好健康的动物。此外，产品已依据美国农业部法律法规进行与通过检验，且产品卫生、适宜人类食用。</p>
<p>The following is a list of products that are not eligible for importation into China, including when incorporated into further-processed products:</p>	<p>以下清单列出不符合输入中国的产品，包括含下列产品的加工 产品：</p>

(a)beef and pork: thyroid glands, adrenal glands, uropygial glands, tonsils, major lymph nodes exposed during slaughter and cutting, laryngeal muscle tissue, lungs, pancreas, spleen, gallbladder, uterus, hair, hoofs, and lactating mammary glands;	1. 牛肉和猪肉：甲状腺、肾上腺、尾脂腺、扁桃体、屠宰和分割过程中暴露的主要淋巴结、喉部肌肉组织、肺、胰腺、脾脏、胆囊、子宫、毛发、蹄和泌乳乳腺；
(b)horns from cattle;	2. 牛角；
(c)mechanically separated beef and distal ileum from cattle of any age;	3. 任何年龄牛的机械分离肉和回肠末端；
(d)brain, skull, eyes, trigeminal ganglia, spinal cord, dorsal root ganglia, and vertebral column (excluding the vertebrae of the tail, the transverse processes of the thoracic and lumbar vertebrae, and the wings of the sacrum), from cattle 30 months of age and older; and	4. 30 月龄及以上牛只的脑、颅、眼、三叉神经节、脊髓、背根神经节和脊柱（尾椎、胸腰椎横突、骶骨翼除外）；以及
(e)feathers, heads, intestines, and tails of poultry.	5. 禽类羽毛、头部、肠和尾部。
15-Jan-20	2020 年 1 月 15 日
Ambassador Gregg Doud	致：华盛顿哥伦比亚特区西北区 17 路 600 号 20250
Chief Agricultural Negotiator	美国贸易代表办公室
Office of the U.S. Trade Representative	首席农业谈判代表
600 17th Street, N.W.	格雷格·多德
Washington, D.C. 20250	
Dear Ambassador Doud,	尊敬的多德大使：
I have the honor to confirm the following agreement reached between representatives of the Government of the People's Republic of China (—China) and representatives of the Government of the United States of America (—United States):	我谨确认中华人民共和国（中国）政府代表与美利坚合众国（美国）政府代表达成如下一致意见：
China shall not require certification for low risk food products from the United States, including all U.S. products considered by the United States to be highly processed, shelf-stable food products.	中国不要求美国低风险食品提供证书，包括美国视为深加工且 货架期稳定的所有美国食品。
Additionally, China shall participate in the electronic working group established by the Codex Alimentarius Commission Committee on Food Import and Export Inspection and Certification Systems on food fraud and food integrity.	另，中国应加入国际食品法典委员会食品进出口检验与认证分委会下设的食品假冒和食品真实性电子工作组。
I have the honor to propose that this letter and your letter in reply confirming that your	我谨提议，本函和贵国政府确认同意该一致意见的回函应构成

Government shares this agreement shall constitute an agreement between our two governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Economic and Trade Agreement Between the Government of the People's Republic of China and the Government of the United States of America, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.	两国政府间协议，且受 2020 年 1 月 15 日签署的《中华人民共和国政府和美利坚合众国政府经济贸易协议》“双边评估与争端解决”一章条款约束，并于该协议生效之日同时生效。
Sincerely,	您诚挚的，
Vice Minister Han Jun	中华人民共和国农业农村部副部长 韩俊
15-Jan-20	2020 年 1 月 15 日
Vice Minister Han Jun	
Ministry of Agriculture and Rural Affairs	致：中华人民共和国北京市农展馆南里 11 号 100125 中华人民共和国农业农村部副部长
11 Nongzhanguan Nanli	韩俊
Beijing 100125	
People's Republic of China	
Dear Vice Minister Han,	尊敬的韩俊副部长：
I am pleased to acknowledge your letter of January 15, 2020, which reads as follows:	很高兴收到您 1 月 15 日来函，内容如下：
I have the honor to confirm the following agreement reached between representatives of the Government of the People's Republic of China (—China) and representatives of the Government of the United States of America (—United States):	
China shall not require certification for low risk food products from the United States, including all U.S. products considered by the United States to be highly processed, shelf-stable food products.	“中国不要求美国低风险食品提供证书，包括美国视为深加工且货架期稳定的所有美国食品。
Additionally, China shall participate in the electronic working group established by the Codex Alimentarius Commission Committee on Food Import and Export Inspection and Certification Systems on food fraud and food integrity.	另，中国应加入国际食品法典委员会食品进出口检验与认证分委会下设的食品假冒和食品真实性电子工作组。
I have the honor to propose that this letter and your letter in reply confirming that your Government shares this agreement shall constitute an agreement between our two	我谨提议，本函和贵国政府确认同意该一致意见的回函应构成

governments which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Economic and Trade Agreement Between the Government of the People's Republic of China and the Government of the United States of America, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.	两国政府间协议，且受 2020 年 1 月 15 日签署的《中华人民共和国政府和美利坚合众国政府经济贸易协议》‘双边评估与争端解决’一章条款约束，并于该协议生效之日同时生效。”
I have the further honor to confirm that my Government shares this agreement and that your letter and this letter in reply shall constitute an agreement between our governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Economic and Trade Agreement Between the Government of the United States of America and the Government of the People's Republic of China, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.	我谨确认我国政府同意该一致意见，您的来函与本回函应构成两国政府间协议，应受 2020 年 1 月 15 日签署的《美利坚合众国政府和中华人民共和国政府经济贸易协议》“双边评估与争端解决”一章条款约束，并应于该协议生效之日同时生效。
Sincerely,	您诚挚的，
Ambassador Gregg Doud	美国贸易代表办公室
Chief Agricultural Negotiator	首席农业谈判代表
15-Jan-20	格雷格·多德 2020 年 1 月 15 日
Ambassador Gregg Doud	致：华盛顿哥伦比亚特区西北区 17 路 600 号 20250
Chief Agricultural Negotiator	美国贸易代表办公室
Office of the U.S. Trade Representative	首席农业谈判代表
600 17th Street, N.W.	格雷格·多德
Washington, D.C. 20250	
Dear Ambassador Doud,	尊敬的多德大使：
I have the honor to confirm the following agreement reached between representatives of the Government of the People's Republic of China (—China) and representatives of the Government of the United States of America (—United States):	我谨确认中华人民共和国（中国）政府代表与美利坚合众国（美国）政府代表达成如下一致意见：
Based on its previously-concluded assessment of the U.S. aquatic-product regulatory system, China shall, upon entry into force of the Economic and Trade	基于中国以往对美国水产品监管体系的评估，2020 年 1 月 15 日签署的《中华人民共和国政府和美利坚合众国政府经济贸易协议》

Agreement Between the Government of the People's Republic of China and the Government of the United States of America, dated January 15, 2020 (the —Trade Agreement), approve the importation into China from the United States of the aquatic species listed in Attachment 1 of this letter.	（“经贸协议”）一经生效，中国应批准自美国进口本函附件 1 所列水产品种类。
China shall, within 5 working days of the date of entry into force of the Trade Agreement, include the 23 U.S. feed additives, premixes, and compound feed products listed in Attachment 2 of this letter on China's list of Traditionally Traded Products and allow imports into China from the United States of those feed additives, premixes, and compound feed products.	中国在经贸协议生效之日起 5 个工作日内，应将本函附件 2 所列 23 种美国饲料添加剂、预混料和配合饲料产品纳入中国传统贸易产品清单，允许自美进口上述饲料添加剂、预混料和配合饲料产品至中国。
I have the honor to propose that this letter and your letter in reply confirming that your Government shares this agreement shall constitute an agreement between our two governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Trade Agreement, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.	我谨提议，本函和您确认贵国政府同意该一致意见的回函，应构成两国政府间协议，且受 2020 年 1 月 15 日经贸协议的“双边评估与争端解决”一章条款约束，并于该协议生效之日同时生效。
Sincerely,	您诚挚的，
Vice Minister Han Jun	中华人民共和国 农业农村部副部长 韩俊
15-Jan-20	2020 年 1 月 15 日
Vice Minister Han Jun	
Ministry of Agriculture and Rural Affairs	
11 Nongzhanguan Nanli	致：中华人民共和国北京市农展馆南里 11 号 100125 中华人民共和国农业农村部副部长
Beijing 100125	韩俊
People's Republic of China	
Dear Vice Minister Han,	尊敬的韩俊副部长：
I am pleased to acknowledge your letter of January 15, 2020, which reads as follows:	很高兴收到您 2020 年 1 月 15 日来函，内容如下：
I have the honor to confirm the following agreement reached between representatives of the Government of the People's Republic of China (—China) and representatives of the Government of the United States of America (—United States):	

<p>Based on its previously-concluded assessment of the U.S. aquatic-product regulatory system, China shall, upon entry into force of the Economic and Trade Agreement Between the Government of the People’s Republic of China and the Government of the United States of America, dated January 15, 2020 (the —Trade Agreementll), approve the importation into China from the United States of the aquatic species listed in Attachment 1 of this letter.</p>	<p>“基于中国以往对美国水产品监管体系的评价，2020年1月15日签署的《中华人民共和国政府和美利坚合众国政府经济贸易协议》（‘经贸协议’）一经生效，中国应批准自美国进口本函附件1所列水产品种类。</p>
<p>China shall, within 5 working days of the date of entry into force of the Trade Agreement, include the 23 U.S. feed additives, premixes, and compound feed products listed in Attachment 2 of this letter on China’s list of Traditionally Traded Products and allow imports into China from the United States of those feed additives, premixes, and compound feed products.</p>	<p>中国在经贸协议生效之日起5个工作日内，应将本函附件2所列23种美国饲料添加剂、预混料和配合饲料产品纳入中国传统贸易产品清单，允许自美进口上述饲料添加剂、预混料和配合饲料产品至中国。</p>
<p>I have the honor to propose that this letter and your letter in reply confirming that your Government shares this agreement shall constitute an agreement between our two governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Trade Agreement, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.</p>	<p>我谨提议，本函和您确认贵国政府同意该一致意见的回函，应构成两国政府间协议，且受2020年1月15日经贸协议的‘双边评估与争端解决’一章条款约束，并于该协议生效之日同时生效。”</p>
<p>I have the further honor to confirm that my Government shares this agreement and that your letter and this letter in reply shall constitute an agreement between our governments, which shall be subject to the provisions of the Bilateral Evaluation and Dispute Resolution Chapter of the Economic and Trade Agreement Between the Government of the United States of America and the Government of the People’s Republic of China, dated January 15, 2020, and shall enter into force on the date of entry into force of that agreement.</p>	<p>我谨确认我国政府同意该一致意见，您的来函与本回函应构成两国政府间协议，应受2020年1月15日签署的《美利坚合众国政府和中华人民共和国政府经济贸易协议》“双边评估与争端解决”一章条款约束，并应于该协议生效之日同时生效。</p>
<p>Sincerely,</p>	<p>您诚挚的，</p>
<p>Ambassador Gregg Doud</p>	<p>美国贸易代表办公室</p>
<p>Chief Agricultural Negotiator</p>	<p>首席农业谈判代表</p>

	格雷格·多德
CHAPTER 4 FINANCIAL SERVICES	第四章 金融服务
Article 4.1: Objectives	第 4.1 条 目标
<p>The Parties believe that they have a significant opportunity for cooperation and mutual benefit in bilateral services trade. Each Party requests that the other Party ensure fair, effective, and non-discriminatory participation in its market for services and services suppliers of the other Party. The Parties shall work constructively to provide fair, effective, and non-discriminatory market access for each other's services and services suppliers. To that end, the Parties shall take specific actions beginning with the actions set forth in this Chapter with respect to the financial services sector.</p>	<p>双方认为，双方在双边服务贸易领域拥有广阔合作机遇和互惠利益。每一方请求对方确保己方的服务和提供者公平、有效、非歧视地参与对方市场。双方应进行建设性的工作，给予对方的服务和提供者公平、有效、非歧视的市场准入待遇。为此，双方应从本金融服务章节约定的行动开始，采取具体行动。</p>
Article 4.2: Banking Services	第 4.2 条 银行服务
<p>1. The Parties acknowledge the importance of mutually beneficial cooperation to enhance market access and strengthen the Parties' respective banking services sectors.</p>	<p>一、双方都承认互利合作对于改善市场准入、加强各自银行服务具有重要意义。</p>
<p>2. China commits that when a qualified subsidiary of a U.S. financial institution provides or seeks to provide securities investment fund custody services, its parent company's overseas assets shall be taken into consideration in order to fulfill applicable asset requirements. Within five months after the date of entry into force of this Agreement, China shall allow branches of U.S. financial institutions to provide securities investment fund custody services, and the parent company's overseas assets shall be taken into consideration in order to fulfill applicable asset requirements. China shall review and approve qualified applications by U.S. financial institutions for securities investment fund custody licenses on an expeditious basis.</p>	<p>二、中国承诺，在美国金融机构的合格子公司提供或寻求提供证券投资基金托管服务时，其母公司的海外资产情况应被纳入考量以满足相关资产要求。本协议生效后 5 个月内，中国应允许美国金融机构的分行提供证券投资基金托管服务，并将其母公司的海外资产情况纳入考量以满足相关资产要求。中国应及时审核和批准美国金融机构提出的证券投资基金托管牌照的合格申请。</p>
<p>3. China affirms that U.S. financial institutions applying to serve as Type-A lead underwriters for all types of non-financial debt instruments shall be evaluated</p>	<p>三、中国确认，美国金融机构申请成为各类非金融债务融资工具 A 类主承销商时，应根据修改后的发放非金融企业债务融资工具</p>

<p>and granted licenses based on the revised formula for granting lead underwriting licenses for non-financial enterprise debt instruments, which takes into account U.S. financial institutions' international qualifications in order to fulfill applicable requirements for the entity seeking the license in China.</p>	<p>主承销商牌照的评估规则接受评估，并相应获得牌照。该规则将美国金融机构的国际资质纳入评估考量，使该实体能够以此来满足在华申请牌照的相关要求。</p>
<p>4.The United States acknowledges current pending requests by Chinese institutions, including by CITIC Group, and affirms that such requests will be considered expeditiously.</p>	<p>四、美国承认目前有中信集团等中国机构的申请尚未批准，确认将及时考虑此类申请。</p>
<p>Article 4.3: Credit Rating Services</p>	<p>第 4.3 条 信用评级服务</p>
<p>1.China affirms that a wholly U.S.-owned credit rating services supplier has been allowed to rate domestic bonds sold to domestic and international investors, including for the interbank market. China commits that it shall continue to allow U.S. service suppliers, including wholly U.S.-owned credit rating services suppliers, to rate all types of domestic bonds sold to domestic and international investors. Within three months after the date of entry into force of this Agreement, China shall review and approve any pending license applications of U.S. service suppliers to provide credit rating services.</p>	<p>一、中国确认，已允许一家美国独资信用评级服务提供者对出售给国内外投资者的国内债券进行评级，包括为银行间债券市场进行评级。中国承诺继续允许美国服务提供者（包括美国独资信用评级服务提供者）对向国内外投资者出售的所有种类的国内债券进行评级。本协议生效后 3 个月内，中国应审核和批准美国服务提供者已提交的尚未批准的任何信用评级服务牌照申请。</p>
<p>2.Each Party shall allow a supplier of credit rating services of the other Party to acquire a majority ownership stake in the supplier's existing joint venture.</p>	<p>二、每一方应允许对方的信用评级服务提供者在该提供者现有合资企业中获得多数股权。</p>
<p>3.The United States affirms that it accords non-discriminatory treatment to Chinese credit rating services suppliers.</p>	<p>三、美国确认给予中国信用评级服务提供者非歧视待遇。</p>
<p>Article 4.4: Electronic Payment Services</p>	<p>第 4.4 条 电子支付服务</p>
<p>1.China shall accept any applications from a U.S. electronic payment services supplier, including an application of a supplier seeking to operate as a wholly foreign-owned entity, to begin preparatory work to become a bank card clearing institution within five working days of submission, and may make a one-time request within those</p>	<p>一、中国在美国电子支付服务提供者，包括寻求以外商独资实体身份开展经营的提供者，提交筹建银行卡清算机构的任何相关申请后 5 个工作日内应予以受理，并可在这 5 个工作日内，一次性提出</p>

<p>five working days for any corrections or supplementary information. If such a request is made, China shall accept the application within five working days after the applicant has responded to that request. China shall make a determination with respect to the application, including an explanation of any adverse determination, within 90 working days of its acceptance.</p>	<p>修改或补充信息的要求。在此情况下，中国在申请人对此要求作出回应后 5 个工作日内应受理申请。中国在受理后 90 个工作日内应就该申请做出决定，包括对不利决定给予解释。</p>
<p>2.No later than one month after a U.S. service supplier notifies China that it has completed its preparatory work, China shall accept the license application of such U.S. supplier, including any license application of Mastercard, Visa, or American Express, and shall make a determination with respect to the application, including an explanation of any adverse determination.</p>	<p>二、中国在美国服务提供者报告其已完成筹备工作后不迟于 1 个月内，应受理此服务提供者的牌照申请，包括万事达、维萨或美国运通的任何牌照申请，并应就该申请做出决定，包括对不利决定 给予解释。</p>
<p>3.The United States affirms it accords non-discriminatory treatment to Chinese electronic payment service suppliers, including UnionPay.</p>	<p>三、美国确认给予中国电子支付服务提供者（包括银联）非歧 视待遇。</p>
<p>Article 4.5: Financial Asset Management (Distressed Debt) Services</p>	<p>第 4.5 条 金融资产管理（不良债务）服务</p>
<p>1.The Parties acknowledge the mutual beneficial opportunities in the distressed debt services sector and will work together to promote further opportunities in this sector.</p>	<p>一、双方承认在不良债务服务领域存在互惠互利的机会，愿共 同在该领域促成更多机会。</p>
<p>2.China shall allow U.S. financial services suppliers to apply for asset management company licenses that would permit them to acquire non-performing loans directly from Chinese banks, beginning with provincial licenses. When additional national licenses are granted, China shall treat U.S. financial services suppliers on a non-discriminatory basis with Chinese suppliers, including with respect to the granting of such licenses.</p>	<p>二、中国应允许美国金融服务提供者从省辖范围牌照开始申请 资产管理公司牌照，使其可直接从中资银行收购不良贷款。中国在授予新增的全国范围牌照时，对中美金融服务提供者一视同仁，包 括对上述牌照的授予。</p>
<p>3.The United States will continue to allow Chinese financial services suppliers to engage in acquisition and resolution of non-performing loans in the United States.</p>	<p>三、美国将继续允许中国金融服务提供者在美参与不良贷款的 收购和处置。</p>
<p>Article 4.6: Insurance Services</p>	<p>第 4.6 条 保险服务</p>

<p>1.No later than April 1, 2020, China shall remove the foreign equity cap in the life, pension, and health insurance sectors and allow wholly U.S.-owned insurance companies to participate in these sectors. China affirms that there are no restrictions on the ability of U.S.-owned insurance companies established in China to wholly own insurance asset management companies in China.</p>	<p>一、中国不迟于 2020 年 4 月 1 日，应取消寿险、养老保险和健康 保险领域的外资股比限制，并且允许美国独资保险公司进入上述领域。中国确认不对在中国境内设立的美资保险公司在华全资拥有保 险资产管理公司设置限制。</p>
<p>2.No later than April 1, 2020, China shall remove any business scope limitations, discriminatory regulatory processes and requirements, and overly burdensome licensing and operating requirements for all insurance sectors (including insurance intermediation), and shall thereafter review and approve expeditiously any application by U.S. financial services suppliers for licenses to supply insurance services. In accordance with this commitment, China affirms that it has eliminated the requirement of thirty-years of insurance business operations for establishment of new foreign insurance companies.</p>	<p>二、中国不迟于 2020 年 4 月 1 日，应取消对所有保险领域（包括 保险中介）的经营范围限制、歧视性监管流 程和要求，以及过于繁 重的许可和经营要求，并应及时审核和批准 美国金融服务提供者提 交的任何保险服务牌照申请。根据上述承 诺，中国确认已取消关于 新设立外资保险公司 30 年保险业务经营资 历的要求。</p>
<p>3.The United States acknowledges current pending requests by Chinese institutions, including by China Reinsurance Group, and affirms that such requests will be considered expeditiously.</p>	<p>三、美国承认目前有中国再保险集团等中国 机构的申请尚未批 准，并确认将及时考虑此类申请。</p>
<p>Article 4.7: Securities, Fund Management, Futures Services</p>	<p>第 4.7 条 证券、基金管理和期货服务</p>
<p>1.Each Party shall, on a non-discriminatory basis, review and approve a qualified application of a financial institution of the other Party for a securities, fund management, or futures license. The Parties affirm that licensed financial institutions of the other Party are entitled to supply the same full scope of services in these sectors as licensed financial institutions of the Party.</p>	<p>一、每一方应基于非歧视原则审核和批准对 方金融机构的证 券、基金管理或期货牌照 的合格申请。双方确认对方拥有牌照的金 融机构有权提供己方拥有牌照的金融机构在 上述领域内获准提供 的完整业务范围的服务。</p>
<p>2.No later than April 1, 2020, China shall eliminate foreign equity limits and allow wholly U.S.-owned services suppliers to participate in the securities, fund management, and futures sectors.</p>	<p>二、中国不迟于 2020 年 4 月 1 日，应取消 外资股比限制并允许美 国独资的服务提供者进入证券、基金管理和 期货服务领域。</p>

3.China affirms that it substantially reduced the high net asset value requirement on majority shareholders of securities services suppliers on July 5, 2019.	三、中国确认，从 2019 年 7 月 5 日起大幅降低对证券服务提供者 控股股东的高额资产净值要求。
4.China affirms that existing U.S.-invested securities joint ventures are allowed to retain their existing licenses when they become U.S.-controlled, U.S. majority-owned, or wholly U.S.- owned securities companies.	四、中国确认，当现有美资参股的证券公司变为美资控制、美 资控股或美资全资拥有时，允许其保留原持有牌照。
5.The Parties shall ensure there are no discriminatory restrictions for private fund managers of the other Party. China shall ensure that there is no prohibition on U.S.-owned private fund managers investing in H shares (<i>i.e.</i> , shares of mainland Chinese companies listed on the Hong Kong stock exchange) and that qualified U.S.-owned private fund managers may be approved to provide investment advisory services on a case-by-case basis.	五、双方应确保不存在针对对方私募基金管理人的歧视性限制。中国应确保不存在对美国私募基金管理人投资 H 股（即在港交所上市的中国内地企业的股票）的限制，合格的美资控股私募基金 管理人应可基于个案处理方式获批提供投资咨询服务。
6.The Parties affirm that there are no discriminatory restrictions for institutions of the other Party in futures products, including by allowing the institutions of the other Party to invest in the full scope of futures products in which domestic institutions can invest (including financial, interest-rate, and exchange-rate futures).	六、双方确认在期货产品方面不存在针对对方机构的歧视性限制，包括允许对方机构投资己方国内机构获准投资的完整业务范围的期货产品（包括金融、利率和汇率期货）。
7.The United States acknowledges current pending requests by Chinese institutions, including by China International Capital Corporation, and affirms that such requests will be considered expeditiously.	七、美国承认目前有中国国际金融股份有限公司等中国机构 的申请尚未批准，并确认将及时考虑此类申请。
CHAPTER 5 MACROECONOMIC POLICIES AND EXCHANGE RATE MATTERS AND TRANSPARENCY	第五章 宏观经济政策、汇率问题和透明度
Article 5.1: General Provisions	第 5.1 条 总 则
1.Each Party shall respect the other Party’s autonomy in monetary policy, in accordance with its domestic law.	一、每一方应彼此尊重对方依据国内法律行使货币政策自主 权。
2.The Parties recognize that strong fundamentals, sound policies, and a resilient international monetary system are essential to the stability of exchange rates, contributing to strong and sustainable growth	二、双方认识到，强劲的经济基本面、稳健的政策和具有韧性 的国际货币体系对于汇率稳定至关重要，从而促进强劲、可持续的

and investment. Flexible exchange rates, where feasible, can serve as a shock absorber.	经济增长和投资。实行灵活汇率制度在可行的情况下能够起到吸收冲击的作用。
3.The Parties share the objective of pursuing policies that strengthen underlying economic fundamentals, foster growth and transparency, and avoid unsustainable external imbalances.	三、双方共同的目标是奉行增强经济基本面，促进经济增长，提升透明度并避免不可持续的外部失衡的政策。
4.The Parties shall honor currency-related commitments each has undertaken in G20 communiqués, including to refrain from competitive devaluations and the targeting of exchange rates for competitive purposes.	四、双方应恪守各自在 G20 公报中关于汇率的承诺，包括避免竞争性贬值、避免将汇率用于竞争性目的。
Article 5.2: Exchange Rate Practices	第 5.2 条 汇率政策
1.Each Party confirms that it is bound under the International Monetary Fund (IMF) Articles of Agreement to avoid manipulating exchange rates or the international monetary system in order to prevent effective balance of payments adjustment or to gain an unfair competitive advantage.	一、每一方确认接受国际货币基金组织（IMF）协定约束，避免操纵汇率或国际货币体系以阻碍国际收支的有效调整或获得不公平的竞争优势。
2.Each Party should:	二、每一方应该：
(a)achieve and maintain a market-determined exchange rate regime; and	（一）实现并维持市场决定的汇率制度；以及
(b)strengthen underlying economic fundamentals, which reinforces the conditions for macroeconomic and exchange rate stability.	（二）增强经济基本面，以巩固有利于宏观经济和汇率稳定的条件。
3.The Parties shall refrain from competitive devaluations and not target exchange rates for competitive purposes, including through large-scale, persistent, one-sided intervention in exchange markets.	三、双方应避免竞争性贬值，避免将汇率用于竞争性目的，包括对外汇市场进行大规模、持续、单向干预。
4.The Parties will communicate regularly and consult on foreign exchange markets, activities, and policies. The Parties will consult with each other regarding the IMF’s assessment of the exchange rate of each Party.	四、双方将保持经常沟通，并就外汇市场情况、活动与政策进行沟通协商。双方将就 IMF 对各自的汇率评估进行沟通协商。
Article 5.3: Transparency	第 5.3 条 透明度
1.The Parties affirm that they shall continue to disclose publicly within the prescribed timeframes below:	一、双方确认按规定时间公开披露以下数据：
(a)monthly foreign exchange reserves data and forward positions according to the	（一）每月结束后不迟于 30 天内，按照 IMF 关于国际储备和外

IMF's Data Template on International Reserves and Foreign Currency Liquidity, no later than 30 days after the end of each month;	币流动性的数据模板，公布每月外汇储备和远期头寸数据；
(b)quarterly balance of payments for the sub-components of the financial account, including direct investment, portfolio investment, and other investment (loans and receivables), no later than 90 days after the end of each quarter; and	(二) 每季结束后不迟于 90 天内，公布每季度国际收支金融账户的子项数据，包括直接投资、证券投资与其他投资（贷款与应收款）；以及
(c)quarterly exports and imports of goods and services, no later than 90 days after the end of each quarter.	(三) 每季结束后 90 天内，公布每季度货物与服务进出口情况。
2.The Parties reaffirm and shall continue to consent to the public disclosure by the IMF of:	二、双方重申并应继续同意 IMF 公开披露以下信息：
(a)each IMF Article IV Staff Report on the country of the Party, including the exchange rate assessment, within four weeks of the IMF Executive Board discussion; and	(一) 在 IMF 执董会议后四周内，公布 IMF 关于本方的第四条款磋商报告，包括对本方汇率的评估情况；以及
(b)confirmation of the Party's participation in the IMF COFER database.	(二) 确认加入 IMF 官方外汇储备货币构成调查（COFER）数据库。
3.If the IMF does not disclose publicly any items listed in paragraph 2 with respect to a Party, that Party shall request that the IMF disclose publicly those items.	三、如果 IMF 未公开如本条第 2 段所述信息，未被公开的一方应主动要求 IMF 予以公开披露。
Article 5.4: Enforcement Mechanism	第 5.4 条 执行机制
1.Issues related to exchange rate policy or transparency shall be referred by either the U.S. Secretary of the Treasury or the Governor of the People's Bank of China to the Bilateral Evaluation and Dispute Resolution Arrangement established in Chapter 7 (Bilateral Evaluation and Dispute Resolution).	一、汇率政策及透明度出现的问题，应由中国人民银行行长或美国财政部长向第七章（双边评估和争端解决）中建立的双边评估和争端解决安排提交。
2.If there is failure to arrive at a mutually satisfactory resolution under the Bilateral Evaluation and Dispute Resolution Arrangement, the U.S. Secretary of the Treasury or the Governor of the People's Bank of China may also request that the IMF, consistent with its mandate:	二、如双方无法在双边评估和争端解决安排下达成双方满意的解决方案，中国人民银行行长或美国财政部长也可请求 IMF 在其职权范围内：
(a)undertake rigorous surveillance of the macroeconomic and exchange rate policies and data transparency and reporting policies of the requested Party; or	(一) 对另一方的宏观经济和汇率政策、数据透明度以及报告情况进行严格监督；或

(b) initiate formal consultations and provide input, as appropriate.	(二) 发起正式磋商并提供适当的意见。
CHAPTER 6 EXPANDING TRADE	第六章 扩大贸易
Article 6.1: Objectives	第 6.1 条 目标
1. The Parties acknowledge that trade and economic structural changes resulting from this Agreement and from other actions being taken by China to open up its economy and improve its trade regime should lead to improved trade flows, including significant increases in exports of goods and services to China by the United States and other countries.	一、双方承认，本协议以及中国正在采取的开放经济和改善贸易体系的举措所带来的贸易和经济结构变化，将有助于扩大贸易流，包括显著增加美国和其他国家对中国的商品和服务出口。
2. The Parties believe that expanding trade is conducive to the improvement of their bilateral trade relationship, the optimal allocation of resources, economic restructuring, and sustainable economic development, given the high degree of complementarity in trade between them.	二、双方认为，两国贸易具有高度的互补性，扩大贸易合作有利于改善双边贸易关系、优化资源配置、调整经济结构、促进经济可持续发展。
3. The Parties recognize that the United States produces and can supply high-quality, competitively priced goods and services, while China needs to increase the importation of quality and affordable goods and services to satisfy the increasing demand from Chinese consumers.	三、双方认识到，美国生产并能够供应品质高、价格竞争力强的商品和服务，而中国需要增加质优价廉的商品和服务的进口，以满足中国消费者日益增长的需要。
4. The Parties accordingly seek to work constructively and cooperatively toward an improved bilateral trade relationship and to explore appropriate steps to facilitate increased trade.	四、双方因此寻求开展建设性合作，以改善双边贸易关系，探索采取适当举措便利贸易增长。
Article 6.2: Trade Opportunities	第 6.2 条 贸易机会
1. During the two-year period from January 1, 2020 through December 31, 2021, China shall ensure that purchases and imports into China from the United States of the manufactured goods, agricultural goods, energy products, and services identified in Annex 6.1 exceed the corresponding 2017 baseline amount by no less than \$200 billion. Specifically, China shall ensure that:	一、从 2020 年 1 月 1 日至 2021 年 12 月 31 日两年内，中国应确保，如附录 6.1 所示，在 2017 年基数之上，扩大自美采购和进口制成品、农产品、能源产品和服务不少于 2000 亿美元。具体而言，中国应确保：
(a) For the category of manufactured goods identified in Annex 6.1, no less than \$32.9 billion above the corresponding 2017	(一) 在制成品方面，如附录 6.1 所示，在 2017 年基数之上，

<p>baseline amount is purchased and imported into China from the United States in calendar year 2020, and no less than \$44.8 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2021;</p>	<p>中国 2020 日历年自美采购和进口规模不少于 329 亿美元，2021 日历年自美采购和进口规模不少于 448 亿美元。</p>
<p>(b)For the category of agricultural goods identified in Annex 6.1, no less than \$12.5 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2020, and no less than \$19.5 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2021;</p>	<p>(二) 在农产品方面，如附录 6.1 所示，在 2017 年基数之上，中国 2020 日历年自美采购和进口规模不少于 125 亿美元，2021 日历年自美采购和进口规模不少于 195 亿美元。</p>
<p>(c)For the category of energy products identified in Annex 6.1, no less than \$18.5 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2020, and no less than \$33.9 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2021; and</p>	<p>(三) 在能源产品方面，如附录 6.1 所示，在 2017 年基数之上，中国 2020 日历年自美采购和进口规模不少于 185 亿美元，2021 日历年自美采购和进口规模不少于 339 亿美元。</p>
<p>(d)For the category of services identified in Annex 6.1, no less than \$12.8 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2020, and no less than \$25.1 billion above the corresponding 2017 baseline amount is purchased and imported into China from the United States in calendar year 2021.</p>	<p>(四) 在服务方面，如附录 6.1 所示，在 2017 年基数之上，中国 2020 日历年自美采购和进口规模不少于 128 亿美元，2021 日历年自美采购和进口规模不少于 251 亿美元。</p>
<p>2.The Parties shall specify the increases in purchases and imports for the subcategories listed in Annex 6.1 as appropriate.</p>	<p>二、双方应视情明确附录 6.1 中二级目录产品的采购和进口增加额。</p>
<p>3.The Parties project that the trajectory of increases in the amounts of manufactured goods, agricultural goods, energy products, and services purchased and imported into China from the United States will continue in calendar years 2022 through 2025.</p>	<p>三、双方预测，从 2022 日历年至 2025 日历年，中国自美采购和进口制成品、农产品、能源产品和服务将继续保持增长方向。</p>

4. The United States shall ensure to take appropriate steps to facilitate the availability of U.S. goods and services to be purchased and imported into China.	四、美国应确保采取适当举措，以便有足够的美国商品和服务 供中国采购和进口。
5. The Parties acknowledge that purchases will be made at market prices based on commercial considerations and that market conditions, particularly in the case of agricultural goods, may dictate the timing of purchases within any given year.	五、双方承认，将基于市场价格和商业考虑开展采购活动。而 且在特定年份，市场状况可能会影响采购的时点，尤其是在农产品采购方面。
6. Official Chinese trade data and official U.S. trade data shall be used to determine whether this Chapter has been implemented. If an analysis of the respective trade data gives rise to conflicting assessments of whether this Chapter has been implemented, the Parties shall engage in consultations.	六、中美两国的官方贸易数据应用于判定本章节是否得到落实。 如果基于各自贸易数据分析得出相互矛盾的评价，双方应就此进行 磋商。
7. If China believes that its ability to fulfill its obligations under this Chapter is being affected by an action or inaction by the United States or by other circumstances arising in the United States, China is entitled to request consultations with the United States.	七、如中国认为其落实本章节义务的能力受到美国采取或未采 取行动或美国内其他情况的影响，中国有权提出与美国进行磋商。
CHAPTER 7 BILATERAL EVALUATION AND DISPUTE RESOLUTION	第七章 双边评估和争端解决
Article 7.1: Bilateral Evaluation and Dispute Resolution Arrangement	第 7.1 条 双边评估和争端解决安排
1. To ensure prompt and effective implementation of this Agreement, the Parties establish the following Bilateral Evaluation and Dispute Resolution Arrangement (the “Arrangement”).	一、为确保本协议得到迅速有效履行，双方建立以下双边评估 和争端解决安排（“本安排”）。
2. The purpose and mandate of the Arrangement are to effectively implement this Agreement, to resolve issues in the economic and trade relationship of the Parties in a fair, expeditious, and respectful manner, and to avoid the escalation of economic and trade disputes and their impact on other areas of the Parties’ relationship. The Parties recognize the importance of strengthened bilateral communications in this effort.	二、本安排的目标和任务是有效履行本协议，以公平、快速和 秉持尊重的方式，解决双边经贸关系中的问题，避免经贸纠纷及其 影响升级扩散至双边关系的其他领域。双方认识到就此加强双边沟 通的重要性。
Article 7.2: Arrangement Structure	第 7.2 条 本安排架构

<p>1. High-level Engagement. The Parties shall create the Trade Framework Group to discuss the implementation of this Agreement, which shall be led by the United States Trade Representative and a designated Vice Premier of the People’s Republic of China. The Trade Framework Group shall discuss (a) the overall situation regarding implementation of this Agreement, (b) major problems with respect to implementation, and (c) arrangements for future work between the Parties. The Parties shall resume macroeconomic meetings to discuss overall economic issues, which shall be led by the United States Secretary of the Treasury and the designated Vice Premier of the People’s Republic of China. Both Parties shall make every effort to ensure that meetings of the Trade Framework Group and the macroeconomic meetings are efficient and oriented toward solving problems.</p>	<p>一、高层参与。双方应建立“贸易框架小组”，应由中国国务院分管副总理和美国贸易代表牵头，以讨论本协议的落实情况。“贸易框架小组”应讨论：</p> <ul style="list-style-type: none"> （一）本协议整体落实情况； （二）协议履行方面的重大问题； （三）双方未来工作安排。 <p>双方应恢复宏观经济会议，以讨论综合性经济问题，应由中国国务院分管副总理和美国财政部长牵头。双方应尽一切努力确保“贸易框架小组”会议和宏观经济会议都高效，以解决问题为导向。</p>
<p>2. Daily Work. The Arrangement shall include a Bilateral Evaluation and Dispute Resolution Office for each Party.</p>	<p>二、日常工作。本安排应包括各自设立的“双边评估和争端解决办公室”。</p>
<p>(a) For the United States, the Bilateral Evaluation and Dispute Resolution Office shall be headed by a designated Deputy United States Trade Representative. For China, the Bilateral Evaluation and Dispute Resolution Office shall be headed by a designated Vice Minister under the designated Vice Premier.</p>	<p>（一）中国应在国务院分管副总理领导下，设立中国的“双边评估和争端解决办公室”，指定一位副部长作为牵头人。美国设立的“双边评估和争端解决办公室”，应由一位副贸易代表作为牵头人；</p>
<p>(b) Each Party shall designate an official (the “designated official”) to assist in the work of the Arrangement. By the date of entry into force of this Agreement, each Party shall provide the contact information of its respective designated official. Each Party shall update such information as necessary.</p>	<p>（二）每一方应指定一位官员（“指定官员”）协助本安排的工作。在本协议生效日前，每一方应提供各自指定官员的联系方式。每一方应视需要更新相关信息；</p>
<p>(c) The Bilateral Evaluation and Dispute Resolution Offices shall (a) assess specific issues relating to implementation of this Agreement, (b) receive complaints regarding implementation submitted by either Party, and (c) attempt to resolve disputes through</p>	<p>（三）“双边评估和争端解决办公室”应：一是评估本协议履行相关的具体问题；二是接受任何一方提交的与协议履行相关的申诉；三是尝试通过磋商解决争端。为开展相关工作，各自的“双边评估和争端解决办公室”可以向具有相关专业能力的政府部门咨询。</p>

consultations. In carrying out its work, each Bilateral Evaluation and	
Dispute Resolution Office may consult with government agencies with relevant expertise.	
Article 7.3: Requests for Information	第 7.3 条 信息请求
A Party may request at any meeting, or prior to a meeting, information from the other Party regarding a matter relating to the implementation of this Agreement. The other Party shall provide a written response containing the requested information. In the event that a Party is not able to provide the requested information, the response shall contain a specific explanation of why the information cannot be provided within the time limit and the specific date when the information will be provided. Nothing in this provision shall obligate a Party to provide confidential information to the other Party.	一方可在会议中或会议前，请求另一方就本协议履行相关事项 提供信息。另一方应提供含有所需信息的书面回复。一方如果无法提供所请求的信息，应在回复中具体解释无法在时限内提供该信息 的原因，并明确将提供该信息的具体时间。本条款应不要求一方向 另一方提供保密信息。
Article 7.4: Dispute Resolution	第 7.4 条 争端解决
1. Appeal. Where one Party (the “Complaining Party”) believes that the other Party (the “Party Complained Against”) is not acting in accordance with this Agreement, the Complaining Party may submit an appeal (“Appeal”) to the Bilateral Evaluation and Dispute Resolution Office of the Party Complained Against. An Appeal shall be in writing and shall contain sufficient information to allow the Party Complained Against to make a proper assessment of the matter. The Appeal may, but need not, include information that could identify any company at issue or business confidential information. The Appeal and any information and matters related to it are confidential and shall not be shared beyond the Bilateral Evaluation and Dispute Resolution Office, absent the agreement of the Parties.	一、申诉。如一方（“申诉方”）认为另一方（“被申诉方”） 的行为不符合本协议，申诉方可向被申诉方的“双边评估和争端解 决办公室”提出申诉（“申诉”）。申诉应以书面形式提出，并应 包含足够信息以使被申诉方能够对事项进行适当评估。申诉可以但 不必要包含，能够识别涉事公司的信息或商业保密信息。申诉及任 何相关信息或事项均 属保密，未经双方同意，不得与“双边评估和 争端解决办公室”之外的其他人分享。
2.Scope of Appeal.	二、申诉范围。
(a)The dispute resolution process covers all matters that occur after the date of entry into force of this Agreement.	（一）本协议生效后出现的所有问题，均可提交争端解决程序；

<p>(b) Any measure, including an action, of a Party taken prior to the date of entry into force of this Agreement, which is maintained or continues to have effect after that date, is also subject to the dispute resolution process. For an Appeal of such a measure, the Complaining Party shall provide to the Party Complained Against an explanation of the continuing effect of the measure.</p>	<p>(二) 一方在本协议生效前采取的措施，包括一项行动，如在本协议生效后得到保留或持续存在影响，也适用争端解决程序。如果申诉涉及此类措施，申诉方应向被申诉方提交相关措施持续存在影响的说明。</p>
<p>3. Assessment. The Party Complained Against shall carry out and complete an assessment of the Appeal. The Party Complained Against shall consider the facts, nature, and seriousness of the issues presented by the Appeal. After the assessment is completed, the designated officials shall begin consultations.</p>	<p>三、评估。被申诉方应启动并完成对申诉的评估。被申诉方应考虑申诉所涉问题的事实、性质和严重程度。评估完成后，指定官员应启动磋商。</p>
<p>4. Dispute Procedures. Both Parties will attempt to resolve the Appeal in the most efficient manner using the following procedures:</p>	<p>四、争端解决程序。双方将按照以下程序，以最高效的方式尝试解决申诉：</p>
<p>(a) If the Appeal cannot be resolved by the designated officials, the concerns may be raised to the designated Deputy United States Trade Representative and the designated Vice Minister. If the Appeal is not resolved at the deputy or vice-ministerial level, the Complaining Party may present the issue to the United States Trade Representative and the designated Vice Premier of the People's Republic of China</p>	<p>(一) 如果指定官员未能解决申诉，可将该项关注提交至中国指定的副部长和美国指定的副贸易代表处理。如果申诉在副部长级层面未被解决，申诉方可将该问题提交至中国国务院分管副总理和美国贸易代表；</p>
<p>(b) If the concerns of the Complaining Party are not resolved at a meeting between the United States Trade Representative and the designated Vice Premier of the People's Republic of China, the Parties shall engage in expedited consultations on the response to the damages or losses incurred by the Complaining Party. If the Parties reach consensus on a response, the response shall be implemented.</p>	<p>(二) 如果中国国务院分管副总理和美国贸易代表举行的会议未解决申诉方关注，双方应就申诉方所受损害或损失的回应快速进行磋商。如果双方就上述回应达成共识，该回应应得到履行。</p>
<p>If the Parties do not reach consensus on a response, the Complaining Party may resort to taking action based on facts provided during the consultations, including by suspending an obligation under this</p>	<p>如果双方未就上述回应达成共识，申诉方出于防止局势升级、维护正常双边贸易关系的目的，基于磋商中提供的事实，可能求助于采取行动，包括停止其在本协议下的某一义务，或采取其认为适当的、以相称的方式实</p>

<p>Agreement or by adopting a remedial measure in a proportionate way that it considers appropriate with the purpose of preventing the escalation of the situation and maintaining the normal bilateral trade relationship. The Party Complained Against can initiate an urgent meeting between the United States Trade Representative and the designated Vice Premier of the People’s Republic of China before the effective date of the action to be taken by the Complaining Party. If the Party Complained Against considers that the action by the Complaining Party pursuant to this subparagraph was taken in good faith, the Party Complained Against may not adopt a counter-response, or otherwise challenge such action. If the Party Complained Against considers that the action of the Complaining Party was taken in bad faith, the remedy is to withdraw from this Agreement by providing written notice of withdrawal to the Complaining Party.</p>	<p>施的补救措施。在申诉方行动生效日之前，被申诉方可启动中国国务院分管副总理和美国贸易代表之间的紧急会议。如被申诉方认为申诉方依照本项采取的行动基于善意，被申诉方不会采取反制措施，或否则挑战相关行动。如被申诉方认为申诉方的行动基于恶意，其救济手段是向申诉方提交书面通知退出本协议。</p>
<p>5. Notwithstanding the provisions of subparagraph 4(a), if either the United States Trade Representative or the designated Vice Premier of the People’s Republic of China considers that an implementation issue is a matter of urgency, either one may raise the matter directly at a meeting between them without prior discussions at lower level meetings. If such a meeting cannot be timely scheduled for this purpose, the Complaining Party may resort to taking action as provided in subparagraph 4(b).</p>	<p>五、尽管有本条第四款第（一）项的规定，如中国国务院分管副总理或美国贸易代表认为某一履行问题是紧急事项，他们其中一位可在双方的会议上直接提出该事项，而无需先在较低级别的会议上进行讨论。如果无法为此及时召开上述会议，申诉方可依照本条第四款第（二）项求助于采取行动。</p>
<p>Article 7.5: Implementation Period</p>	<p>第 7.5 条 履行期限</p>
<p>The Arrangement shall be in effect at the same time as this Agreement and shall remain in place as long as this Agreement is in effect. The Parties may assess the Arrangement and discuss any necessary adjustments to it at Trade Framework Group meetings.</p>	<p>本安排与本协议应同步生效，有效期与本协议应相同。双方可在“贸易框架小组”会议上对本安排进行评估，并讨论对本安排如有的必要调整。</p>
<p>Article 7.6: Miscellaneous</p>	<p>第 7.6 条 其他</p>

1.The Parties affirm their existing rights and obligations with respect to each other under the WTO Agreement and other agreements to which the Parties are party.	一、双方确认各自在世贸组织协定和其他共同参加的协定项下 相互间的现有权利和义务。
2.In the event that a natural disaster or other unforeseeable event outside the control of the Parties delays a Party from timely complying with its obligations under this Agreement, the Parties shall consult with each other.	二、如因自然灾害或其他双方不可控的不可预料情况，导致一方延误，无法及时履行本协议的义务，双方应进行磋商。
Annex 7-A	附件：
WORKING PROCEDURES OF THE BILATERAL EVALUATION AND DISPUTE RESOLUTION ARRANGEMENT	双边评估和争端解决安排工作流程
Schedule of Meetings	会议安排
1.Meetings of the Trade Framework Group shall be held every six months.	一、“贸易框架小组”会议应每 6 个月举行 1 次。
2.The macroeconomic meetings shall be held regularly.	二、宏观经济会议应定期举行。
3.The heads of each Party’s Bilateral Evaluation and Dispute Resolution Office shall meet on a quarterly basis.	三、每一方“双边评估和争端解决办公室”负责人应每季度举 行 1 次会议。
4.The designated officials of each Party shall meet at least once a month.	四、每一方指定官员至少应每月举行 1 次会议。
5.During the first two years after this Agreement enters into force, the frequency of meetings may be increased as appropriate. Meetings may be held in person or through any means available to the Parties.	五、本协议生效后最初 2 年，可适当提高上述会议的频次。会议可当面进行，或可通过双方可用的其他方式进行。
Responses to Requests for Information	对信息请求的回应
Pursuant to Article 7.3, a Party shall respond within 15 working days to any requests for information from the other Party.	按照第 7.3 条，在一方请求提供信息之日起 15 个工作日内，另一方应予回复。
Dispute Resolution Timeline	争端解决时限
1.Pursuant to Article 7.4.3, the Party Complained Against shall have 10 working days from the date of the receipt of the Appeal to carry out and complete an assessment of the Appeal.	一、按照第 7.4 条第三款，被申诉方应在收到申诉之日起 10 个工作日内，启动并完成对申诉的评估。
2.Pursuant to Article 7.4.4(a):	二、按照第 7.4 条第四款第（一）项：
a.The designated officials shall have 21 calendar days from the date of the receipt of the Appeal to reach a resolution.	（一）指定官员应在收到申诉之日起 21 个日历日内达成解决方案。

b.If the Appeal is not resolved by the designated officials, the designated Deputy United States Trade Representative and the designated Vice Minister shall have	(二) 如果指定官员未解决申诉, 中国指定的副部长和美国指定的副贸易代表应在收到申诉之日起 45 个日历日内达成解决方案。
45 calendar days from the date of the receipt of the Appeal to reach a resolution.	
c.If the Appeal is not resolved at the deputy or vice-ministerial level and the Complaining Party presents the issue to the United States Trade Representative and the designated Vice Premier of the People’s Republic of China, these officials shall hold a meeting within 30 calendar days from the date the Complaining Party requests such a meeting.	(三) 如果申诉在副部级层面未得到解决, 且申诉方将其提交至中国国务院分管副总理和美国贸易代表, 上述官员应在申诉方提请召开会议之日起的 30 个日历日内举行会议。
3.Pursuant to Article 7.4.5, if either the United States Trade Representative or the designated Vice Premier of the People’s Republic of China requests to meet on a matter of urgency, a meeting shall be scheduled within 30 calendar days from the date of receipt of that request.	三、按照第 7.4 条第五款, 如中国国务院分管副总理或美国贸易代表提请就紧急事项召开会议, 会议应在收到该提请之日起 30 个日历日内召开。
4.The Parties may agree, in writing, to extend the time periods set forth in this Annex.	四、双方可书面同意延长本附件所列时限。
5.The calculation of working days in this Annex is based on the official calendar of the government of the Party Complained Against.	五、本附件有关工作日期按照被申诉方政府的官方日历计算。
CHAPTER 8 FINAL PROVISIONS	第八章 最终条款
Article 8.1: Annexes, Appendices, and Footnotes	第 8.1 条 附件、附录和脚注
The annexes, appendices, and footnotes to this Agreement constitute an integral part of this Agreement.	本协议附件、附录和脚注均为本协议的组成部分。
Article 8.2: Amendments	第 8.2 条 修订
1.The Parties may agree, in writing, to amend this Agreement.	一、双方可以经书面同意修订本协议。
2.An amendment shall enter into force 60 days after the date on which the Parties exchange written notifications of the approval of the amendment in accordance with their respective applicable domestic procedures, or such other date as the Parties may decide.	二、修订应当自双方相互书面通知已按照各自国内适用程序批准相关修订 60 日后生效, 或双方同意的其他日期起生效。

Article 8.3: Entry into Force and Termination	第 8.3 条 生效和终止
1. This Agreement shall enter into force within 30 days of signature by both Parties or as of the date on which the Parties have notified each other in writing of the completion of their respective applicable domestic procedures, whichever is sooner.	一、本协议应自双方签字后 30 日内或双方相互书面通知已完成各自国内适用程序之日起生效，二者以孰早为准。
2. Either Party may terminate this Agreement by providing written notice of termination to the other Party. The termination shall take effect 60 days after the date on which a Party has provided that written notice to the other Party, or on such other date as the Parties may decide.	二、任何一方可通过向另一方提供书面终止通知终止本协议。 该终止应自一方向另一方提供书面通知之日后 60 日起生效，或双方同意的其他日期起生效。
Article 8.4: Further Negotiations	第 8.4 条 进一步谈判
The Parties will agree upon the timing of further negotiations.	双方将就进一步谈判的时间达成一致。
Article 8.5: Notice and Comment on Implementing Measures	第 8.5 条 关于实施措施的通知和公开征求意见
Except as otherwise provided in this Agreement, each Party shall provide no less than 45 days for public comment on all proposed measures implementing this Agreement. Each Party shall consider concerns raised by the other Party in any final measure or amendment intended to implement this Agreement.	除非本协议另有规定，每一方应为实施本协议拟采取的所有建议措施提供不少于 45 天的公众评论期。每一方为实施本协议所采取的最终措施或对现有措施的修订，应考虑另一方提出的关切。
Article 8.6: Authentic Texts	第 8.6 条 作准文本
The English and Chinese versions of this Agreement are equally authentic.	本协议以中文和英文写成，两种文本同等作准。
IN WITNESS WHEREOF , the undersigned, being duly authorized by their respective Governments, have signed this Agreement.	下列代表经各自政府授权签署本协议，以昭信守。
DONE , at Washington, District of Columbia, in duplicate, this 15th day of January, 2020.	本协议一式两份，于二〇二〇年一月十五日在华盛顿哥伦比亚特区签署。
FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA:	中华人民共和国政府 代表
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	美利坚合众国政府 代表