(d) "Obligations Concerned" specifies the obligations imposed by Article 2 or 3 that, pursuant to subparagraph 1(a), do not apply to the listed measure(s);

(e) "Measures" identifies the laws, regulations or other measures for which the entry is made. A measure cited in the "Measures" element:

(i) means the measure as amended, continued or renewed as of the date of entry into force of this Agreement; and

(ii) includes any subordinate measure adopted or maintained under the authority of and consistent with the measure; and

(f) "Description" sets out the non-conforming measure or provides a general non-binding description of the measure for which the entry is made.

3. Articles 2 and 3 shall not apply to any measure that a Contracting Party adopts or maintains with respect to sectors, sub-sectors or activities set out in its Schedule in Annex II.

4. Neither Contracting Party shall, under any measure adopted after the date of entry into force of this Agreement and covered by its Schedule in Annex II, require an investor of the other Contracting Party, by reason of its nationality, to sell or otherwise dispose of an investment that exists at the time when the measure becomes effective.

5. In cases where a Contracting Party makes an amendment or a modification to any existing non-conforming measure referred to in subparagraph 1(a) or where a Contracting Party adopts any new or more restrictive measure with respect to sectors, sub-sectors or activities set out in its Schedule in Annex II after the date of entry into force of this Agreement, the Contracting Party shall, prior to the implementation of the amendment or modification or of the new or more restrictive measure, or in exceptional circumstances, as soon as possible thereafter, notify the other Contracting Party of detailed information on such amendment or modification, or such measure.

6. Each Contracting Party shall endeavour, where appropriate, to reduce or eliminate the non-conforming measures referred to in subparagraph 1(a) or specified in its Schedules in Annex II respectively.

7. Articles 2 and 3 shall not apply to any measure covered by the exceptions to, or derogations from, obligations under Articles 3 and 4 of the TRIPS Agreement, as specifically provided in Articles 3 through 5 of the TRIPS Agreement.

8. Articles 2 and 3 shall not apply to any measure that a Contracting Party adopts or maintains with respect to:

(a) government procurement[8]; or

(b) subsidies or grants provided by the Contracting Party, including government supported loans, guarantees and insurance.

Article 8
Transparency

1. Each Contracting Party shall promptly publish, or otherwise make publicly available, its laws, regulations, administrative procedures, administrative rulings and, where possible, judicial decisions, of general application as well as international agreements which pertain to or affect the implementation and operation of this Agreement.

2. Each Contracting Party shall, upon request by the other Contracting Party, promptly respond to specific questions and provide that other Contracting Party with information on matters set out in paragraph 1.

3. Paragraphs 1 and 2 shall not be construed so as to oblige either Contracting Party to disclose confidential information, the disclosure of which would impede law enforcement or otherwise be contrary to the public interest, or which would prejudice privacy or legitimate commercial interests.

---

8 For the purposes of this Agreement, the term "government procurement" means the process by which a government obtains the use of or acquires goods or services, or any combination thereof, for governmental purposes and not with a view to commercial sale or resale, or use in the production or supply of goods or services for commercial sale or resale. Measures that a Contracting Party adopts or maintains with respect to government procurement include those with respect to public works concessions contracts.