

**H.E. Todd McClay**

Minister for Trade

New Zealand

**Your Excellency,**

In connection with the signing on this date of the Comprehensive Economic Partnership Agreement (the “**Agreement**”), between the United Arab Emirates (“**UAE**”) and New Zealand (“**New Zealand**”), I have the honour to confirm UAE’s understanding as follows:

The UAE is an independent, sovereign, federal State, with seven sovereign Member Emirates (“**Member Emirates**”), and pursuant to its Constitution, each Member Emirate retains full sovereignty, sovereign rights and exclusive jurisdiction over its natural resources and wealth of which the Energy Resources Sector is the subject matter of this understanding. For the purposes of this understanding, “**Energy Resources Sector**” shall mean all hydrocarbons such as oil, gas, and condensates, derivatives and primary by-products thereof with respect to ownership, management, exploration, development and production, exploitation (including reservoir management), transportation, storage, refining and processing, and distribution up to and including retail distribution.

In recognition of the foregoing, the Agreement shall not grant any rights to New Zealand or create any obligations for the UAE or any of its Member Emirates with regard to the Energy Resources Sector in the UAE. Accordingly, the Energy Resources Sector in the UAE is excluded from all aspects and provisions of the Agreement, including the Chapter on Dispute Settlement (Chapter 20). All matters pertaining to the Energy Resources Sector of any of the Member Emirates are within the exclusive jurisdiction of the Member Emirates, and all determinations and decisions of each Member Emirate made by such Member Emirate’s competent authorities pertaining to the Energy Resources Sector (“**Competent Authorities**”) that are the subject of its jurisdiction shall be final, binding and not subject to review or challenge under the Agreement or any other forum.

If the UAE with the concurrence of the Member Emirates’ Competent Authorities grants any rights excluded by this understanding to a third country with respect to the Energy Resources Sector by a bilateral or regional free trade agreement or a comprehensive economic partnership agreement, such rights shall be granted to New Zealand.

Notwithstanding the above, in the event of a difference in the interpretation or application of this understanding, the UAE and New Zealand commit to have recourse to consultations at the request of either Party to this understanding. For the purpose of such consultation, Article 20.6 (Consultations) of the Dispute Settlement (Chapter 20), shall apply *mutatis mutandis*. The Parties shall make every attempt through consultation to arrive at a mutually satisfactory resolution within 60 days from the request.

In the event that the UAE and New Zealand have failed to achieve a mutually agreed solution within 60 days following the commencement of consultations, or if the UAE fails to comply with the mutually agreed solution within the agreed timeframe, the only recourse of New Zealand shall be that it may suspend benefits under the Agreement proportionate to the trade effects which the measure in question causes or threatens to cause. Moreover, New Zealand shall repeal its compensatory measure to the extent that the UAE’s measure in question ceases to apply to New Zealand. The above-mentioned procedure shall also apply in case of any dispute relating to whether New Zealand’s compensatory measure is proportionate, with the UAE likewise ultimately having the right to suspend benefits proportionately.

The UAE and New Zealand further agree that this understanding shall constitute an integral part of the Agreement and that, in the unlikely event of any inconsistency between this understanding and any provisions of the Agreement, this understanding shall prevail to the extent of that inconsistency.

I would be grateful for your confirmation by reply letter that New Zealand agrees with this understanding.

Sincerely yours,

**H.E. Dr. Thani bin Ahmed Al Zeyoudi**

Minister of State for Foreign Trade

Ministry of Economy

United Arab Emirates

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Minister of State for Foreign Trade

United Arab Emirates

**Your Excellency,**

I have the honor to acknowledge the receipt of your letter No..... dated..... 2025 which reads as follows:

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The UAE is an independent, sovereign, federal State, with seven sovereign Member Emirates (“**Member Emirates**”), and pursuant to its Constitution, each Member Emirate retains full sovereignty, sovereign rights and exclusive jurisdiction over its natural resources and wealth of which the Energy Resources Sector is the subject matter of this understanding. For the purposes of this understanding, “**Energy Resources Sector**” shall mean all hydrocarbons such as oil, gas, and condensates, derivatives and primary by-products thereof with respect to ownership, management, exploration, development and production, exploitation (including reservoir management), transportation, storage, refining and processing, and distribution up to and including retail distribution.

In recognition of the foregoing, the Agreement shall not grant any rights to New Zealand or create any obligations for the UAE or any of its Member Emirates with regard to the Energy Resources Sector in the UAE. Accordingly, the Energy Resources Sector in the UAE is excluded from all aspects and provisions of the Agreement, including the Chapter on Dispute Settlement (Chapter 20). All matters pertaining to the Energy Resources Sector of any of the Member Emirates are within the exclusive jurisdiction of the Member Emirates, and all determinations and decisions of each Member Emirate made by such Member Emirate’s competent authorities pertaining to the Energy Resources Sector (“**Competent Authorities**”) that are the subject of its jurisdiction shall be final, binding and not subject to review or challenge under the Agreement or any other forum.

If the UAE with the concurrence of the Member Emirates’ Competent Authorities grants any rights excluded by this understanding to a third country with respect to the Energy Resources Sector by a bilateral or regional free trade agreement or a comprehensive economic partnership agreement, such rights shall be granted to New Zealand.

Notwithstanding the above, in the event of a difference in the interpretation or application of this understanding, the UAE and New Zealand commit to have recourse to consultations at the request of either Party to this understanding. For the purpose of such consultation, Article 20.6 (Consultations) of the Dispute Settlement (Chapter 20), shall apply *mutatis mutandis*. The Parties shall make every attempt through consultation to arrive at a mutually satisfactory resolution within 60 days from the request.

In the event that the UAE and New Zealand have failed to achieve a mutually agreed solution within 60 days following the commencement of consultations, or if the UAE fails to comply with the mutually agreed solution within the agreed timeframe, the only recourse of New Zealand shall be

that it may suspend benefits under the Agreement proportionate to the trade effects which the measure in question causes or threatens to cause. Moreover, New Zealand shall repeal its compensatory measure to the extent that the UAE's measure in question ceases to apply to New Zealand. The above-mentioned procedure shall also apply in case of any dispute relating to whether New Zealand's compensatory measure is proportionate, with the UAE likewise ultimately having the right to suspend benefits proportionately.

The UAE and New Zealand further agree that this understanding shall constitute an integral part of the Agreement and that, in the unlikely event of any inconsistency between this understanding and any provisions of the Agreement, this understanding shall prevail to the extent of that inconsistency.”

I am pleased to further confirm that the proposed understanding of the United Arab Emirates with regards to the Energy Resources Sector as specified in the letter is accepted by New Zealand and shall constitute an integral part of the Comprehensive Economic Partnership Agreement between New Zealand and the United Arab Emirates.

Please accept, Your Excellency, the assurances of my highest consideration.

**Yours Sincerely,**

**H.E. Todd McClay**  
Minister for Trade  
New Zealand

January 2025

Dear Minister,

In connection with the signing on this date of the Comprehensive Economic Partnership Agreement (the Agreement) between the United Arab Emirates (the UAE) and New Zealand (jointly referred to as “the Parties”), I have the honour to confirm the following agreement reached by the Government of New Zealand and the Government of the United Arab Emirates:

**1. Antimicrobial Resistance**

- (a) The Parties recognise that Antimicrobial Resistance (AMR) is a serious threat to human and animal health.
- (b) The Parties shall, in accordance with the One Health approach, cooperate and facilitate the exchange of information, including with respect to regulations, guidelines, national plans, standards, expertise and experiences in the field of AMR, and identify common views, interests, priorities, and policies in that area.
- (c) The Parties acknowledge that:
  - i) their respective antimicrobial regulatory standards, guidelines and surveillance systems are designed to deliver comparable controls and health outcomes;
  - ii) antimicrobial agents that are critical to human and animal treatment and health are a core focus of their respective AMR strategies; and
  - iii) initiatives are taken on both sides, within their respective strategies and policies, to promote the phasing out of the use of antibiotic agents as growth promoters, in particular those of medical importance, and to reduce the use of antimicrobial agents in animal production.
- (d) Furthermore, the Parties may:
  - i) cooperate in relevant international fora on the development of future codes, guidelines, standards, recommendations and initiatives on AMR;
  - ii) cooperate on international action plans, especially with regard to responsible and prudent use of antimicrobial agents in order to combat AMR more effectively; and
  - iii) within the context of their respective strategies and policies, support the implementation of agreed international action plans and strategies on AMR.
- (e) Any regulations, guidelines, strategic plans, standards, and other initiatives of a Party regarding AMR shall not be used to create or implement measures affecting trade unless those measures are consistent with the WTO SPS Agreement and

relevant provisions of the Sanitary and Phytosanitary Measures Chapter of the Agreement.

- (f) The Sanitary and Phytosanitary Measures Sub-Committee, established pursuant to Article 19.4(c) of the Agreement, may establish a technical working group on AMR.

## **2. Contractual Service Suppliers**

Within twelve months from the date of entry into force of this Agreement, the Parties shall conduct a review to consider the inclusion of contractual services suppliers in their Schedules of Specific Commitments, and shall negotiate in good faith the terms and conditions of any such inclusion.

## **3. Self-Certification**

- (a) Further to the Rules of Origin chapter, the Parties agree that:
  - i) if, after entry into force of the Agreement, the UAE implements self-certification under a future free trade agreement with a non-Party, this shall also be provided to New Zealand under the Agreement; or
  - ii) if the UAE has not introduced self-certification for any non-Party within five years of entry into force of the Agreement, the Joint Committee will review the adoption of self-certification under the Agreement.
- (b) The Parties agree that introducing self-certification for New Zealand under subparagraph (a) will involve modifying and/or introducing articles, as required, in the Rules of Origin chapter of the Agreement.
- (c) The Parties agree that any implementation of self-certification shall be done in accordance with Article 22.2 (Amendments) of the Agreement.

I have the honour to propose that this letter and your letter in reply shall constitute an agreement between our two Governments, which shall enter into force on the day of entry into force of the Agreement as between the United Arab Emirates and New Zealand.

Yours sincerely,

For the Government of New Zealand

January 2025

Dear Minister,

I have the honour to acknowledge receipt of your letter of this date, which reads as follows:

“Dear Minister,

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- (b) The Parties shall, in accordance with the One Health approach, cooperate and facilitate the exchange of information, including with respect to regulations, guidelines, national plans, standards, expertise and experiences in the field of AMR, and identify common views, interests, priorities, and policies in that area.
- (c) The Parties acknowledge that:
  - i) their respective antimicrobial regulatory standards, guidelines and surveillance systems are designed to deliver comparable controls and health outcomes;
  - ii) antimicrobial agents that are critical to human and animal treatment and health are a core focus of their respective AMR strategies; and
  - iii) initiatives are taken on both sides, within their respective strategies and policies, to promote the phasing out of the use of antibiotic agents as growth promoters, in particular those of medical importance, and to reduce the use of antimicrobial agents in animal production.
- (d) Furthermore, the Parties may:
  - i) cooperate in relevant international fora on the development of future codes, guidelines, standards, recommendations and initiatives on AMR;
  - ii) cooperate on international action plans, especially with regard to responsible and prudent use of antimicrobial agents in order to combat AMR more effectively; and
  - iii) within the context of their respective strategies and policies, support the implementation of agreed international action plans and strategies on AMR.

(e) Any regulations, guidelines, strategic plans, standards, and other initiatives of a Party regarding AMR shall not be used to create or implement measures affecting trade unless those measures are consistent with the WTO SPS Agreement and relevant provisions of the Sanitary and Phytosanitary Measures Chapter of the Agreement.

(f) The Sanitary and Phytosanitary Measures Sub-Committee, established pursuant to Article 19.4(c) of the Agreement, may establish a technical working group on AMR.

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I have the further honour to confirm that your letter and this letter in reply, shall constitute an agreement between the Government of the New Zealand and the Government of the United Arab Emirates which shall enter into force on the day of entry into force of the Agreement as between the United Arab Emirates and New Zealand.

For the Government of the United Arab Emirates

January 2025

Dear Minister,

In connection with the signing on this date of the Comprehensive Economic Partnership Agreement (the Agreement) between the United Arab Emirates and New Zealand (jointly referred to as “the Parties”), I have the honour to confirm the following agreement reached by the Government of New Zealand and the Government of the United Arab Emirates:

1. The Parties agree that from the entry into force of the Agreement, originating goods from New Zealand covered by the tariff lines 22 04 10 00 (sparkling wine) and 22 04 21 00 (wine of fresh grapes in containers holding 2 L or less), will be subject to treatment no less favorable as that provided by the United Arab Emirates under a future trade agreement to imports of the aforementioned products from any non-party with respect to customs duties imposed on or in connection with importation of those products.
2. The Parties agree that the treatment referred to in paragraph 1 shall become effective no later than 90 days from the entry into force of such commitment to a non-party.

This letter shall constitute an integral part of the Agreement.

I have the honour to propose that this letter and your letter in reply shall constitute an agreement between our two Governments, which shall enter into force on the day of entry into force of the Agreement as between the United Arab Emirates and New Zealand.

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