

## **What Benefits Does the Comprehensive Economic Partnership Agreement Between the Republic of Serbia and the United Arab Emirates Offer?**

The Comprehensive Economic Partnership Agreement between the Government of the Republic of Serbia and the Government of the United Arab Emirates ("**Agreement**") was concluded on 5 October 2024 and was promulgated by the Decree on the Promulgation of the Law on the Ratification of the Agreement on 18 March 2025.

The main objectives of the Agreement are the **establishment of a free trade area** and **facilitation of trade** by promoting efficient and transparent customs procedures that reduce costs and ensure predictability for their importers and exporters.

The most important **benefits** of the Agreement are presented below, organised by thematic areas.

### **1. Trade in Goods**

The Agreement provides for **national treatment** of goods originating from the other signatory party to the Agreement. It envisages reduction or elimination of customs duties, acceleration or improvement of customs concessions, elimination of import and export quantitative restrictions, regulation of import licences, limitation of administrative fees, approval of temporary importation of goods (duty-free), as well as duty-free entry for certain categories of goods.

The Republic of Serbia will eliminate or reduce its customs duties applied to goods originating from the United Arab Emirates ("**UAE**") in accordance with the list of customs concessions on imports into the Republic of Serbia of goods originating from the UAE, and the UAE will eliminate or reduce its customs duties on goods from the Republic of Serbia in accordance with the list of customs concessions on imports into the UAE of goods originating from the Republic of Serbia.

**The list of customs concessions on imports into the Republic of Serbia of goods originating from the UAE** provides five categories:

- E(0): Immediate elimination of tariffs and other duties
- E(3): Elimination of tariffs and other duties linearly over three years
- E(5): Elimination of tariffs and other duties linearly over five years
- EX: Excluded
- TRQ: Tariff quota.

**The list of customs concessions on imports into the UAE of goods originating from the Republic of Serbia** provides six categories:

- E(0): Immediate elimination of tariffs and other duties
- E(3): Elimination of tariffs and other duties linearly over three years
- E(5): Elimination of tariffs and other duties linearly over five years
- EX: Excluded

- SG: Special goods
- PG: Prohibited goods.

## 2. Rules of Origin

The Agreement addresses in detail the issues of determination, certification, and verification of origin of goods, the forms of certificates and declarations of origin, territoriality and transit, use of free economic zone or free zone, and also includes a **list of Product-Specific Rules (PSR)**.

## 3. Sanitary and Phytosanitary Measures

The rights and obligations under the agreement on the application of sanitary and phytosanitary measures are confirmed, the **principle of equivalence** of measures and standards is recognised, limitation of the application of measures based on risk assessment and adoption of emergency measures is envisaged, and the value of transparency in the adoption and application of measures is acknowledged.

## 4. Technical Barriers to Trade

Mutual rights and obligations under the agreement on technical barriers to trade are confirmed, the use of **relevant international standards, guidelines, and recommendations** is envisaged, conformity assessment procedures are regulated, and cooperation in the areas of standards, technical regulations, and conformity assessment procedures, as well as cooperation on regulatory issues, information exchange, and technical discussions, are encouraged.

## 5. Customs Procedures and Trade Facilitation

Each party will ensure that its laws, regulations, guidelines, procedures and administrative decisions regulating customs matters are promptly published. The parties will adopt a **risk-management approach** in their customs activities, based on the identified risk of goods, in order to facilitate clearance of low-risk shipments, focusing inspection activities on high-risk goods. Efforts shall be made to provide an **electronic environment** that supports customs clearance, as well as mutual cooperation and coordination of the activities of authorities and agencies responsible for border controls and procedures dealing with import, export and transit of goods.

## 6. Trade Remedies

The Agreement provides for **anti-dumping and countervailing measures, general safeguard measures**, as well as **bilateral safeguard measures** that may be undertaken to the extent necessary to eliminate or prevent harm.

## 7. Trade in Services

Detailed **lists of specific commitments in trade in services** for each party and **lists of MFN (Most-Favoured-Nation) exemptions** are established, **Most-Favoured-Nation treatment** is granted

concerning all measures affecting the provision of services, and **national treatment** is granted for service sectors specified in the list of specific commitments. These lists specify, for each sector or subsector, market access limitations, national treatment limitations, as well as additional obligations.

## 8. Digital Trade

**Neither party shall impose customs duties on digital or electronic transmissions**, including electronically transmitted content, between an entity of one party and an entity of the other party. Legal validity of a signature shall not be denied solely on the grounds that the signature is in digital or electronic form. Efforts will be made to enable paperless trading, digital and electronic invoicing, and digital and electronic payments. The importance of consumer protection online and protection of personal data is recognised.

## 9. Public Procurement

The parties will endeavour to cooperate on matters related to public procurement. To that end, the parties will publish their laws, regulations and information on public procurement, thus enabling **public access** to these sources of information. Upon request by one party, the other party shall, within a reasonable time, provide clarification on matters related to public procurement.

## 10. Intellectual Property

The parties confirm their obligations under the signed multilateral agreements. With respect to all categories of intellectual property covered by the Agreement, each party will provide **national treatment** to nationals of the other party (excluding procedures provided by multilateral agreements concluded under the auspices of WIPO relating to acquisition or maintenance of intellectual property rights). Special attention is paid to the following topics:

- **trademarks** (types of signs that may be registered as trademarks; collective mark and guarantee mark; use of identical or similar signs; exceptions; well-known marks; procedural aspects of examination, oppositions and invalidation; electronic trademark system; classification of goods and services; term of trademark protection; non-registration of licences; domain names);
- **country names** (prevention of commercial use of the other party's country name in connection with goods which may mislead consumers regarding the origin of such goods);
- **geographical indications** (protection of geographical indications; administrative procedures for protection of geographical indications; date of protection of a geographical indication);
- **patent and industrial design** (grace period; procedural aspects of examination, oppositions and invalidation of a registered patent and industrial design; amendments, corrections and observations; protection of industrial design; exceptions);

- **copyright and related rights** (protection; term of copyright and related rights; limitations and exceptions; balance in copyright and related rights systems; transfer of rights by contract; obligations concerning protection of technological measures and management of rights information; collective management).

## 11. Investments

The parties confirm the mutual agreement on promotion and reciprocal protection of investments. A **council for investments between the Republic of Serbia and the UAE** will be established, composed of representatives of both parties.

## 12. Small and Medium-Sized Enterprises

Efforts will be made to strengthen cooperation to increase trade and investment opportunities for small and medium-sized enterprises ("**SMEs**"). Each party will establish or maintain a free, publicly accessible website containing information related to the Agreement. A **sub-committee on SME issues** shall be established, composed of representatives of national and local authorities of each party.

## 13. Economic Cooperation

Economic cooperation will initially **focus on the following areas**: infrastructure and logistics; tourism; transport; maritime transport; promotion of investments and trade; digital economy, information and communication technologies; energy sector; innovation; other areas of cooperation. A **sub-committee on economic cooperation** shall be established. The importance of general cooperation in the field of competition policy and the importance of global value chains as a means for modernization and expansion of bilateral economic relations between traders and investors of both parties is recognised.

## 14. Dispute Resolution

In addition to standard provisions on dispute resolution, establishment of an **arbitration panel** is envisaged, and the procedural rules and code of conduct for arbitrators have been adopted.

## Conclusion

The Agreement opens a new chapter in the trade and investment relations of the two countries. By establishing a free trade area and eliminating numerous customs and other barriers, it creates a **more favourable environment for the exchange of goods and services**. The Agreement **enhances cooperation in key areas**, laying the foundation for long-term and sustainable economic growth, with stronger institutional ties and more efficient dispute resolution.

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