

5. In the event that a Party adopts or maintains a prohibition or restriction on the importation of a good from a non-Party, on the request of either Party, the Parties shall consult with a view to avoiding undue interference with or distortion of pricing, marketing or distribution arrangements in the other Party.

6. Neither Party may, as a condition for engaging in importation or for the import of a good, require a person of the other Party to establish or maintain a contractual relationship with a distributor in its territory.

7. Nothing in paragraph 6 prevents a Party from requiring the designation of an agent for the purpose of facilitating communications between regulatory authorities of the Party and a person of the other Party.

8. For purposes of paragraph 6 "distributor" means a person of a Party who is responsible for the commercial distribution, concession or representation in the territory of that Party of goods of the other Party.

Article 208: Import Licensing

1. Neither Party may adopt or maintain a measure that is inconsistent with the Import Licensing Agreement.

2. Each Party shall notify the other Party of any existing import licensing procedures promptly after entry into force of this Agreement.

3. Each Party shall publish any new import licensing procedure and any modification to its existing import licensing procedures or list of products, whenever practicable, 21 days prior to the effective date of the requirement but in all events no later than such effective date.

4. Each Party shall notify the other Party of any other new import licensing procedures and any modification to its existing import licensing procedures within 60 days of publication. Such publication shall be in accordance with the procedures as set out in the Import Licensing Agreement.

5. Notification provided under paragraphs 2 and 4 shall:

(a) include the information specified in Article 5 of the Import Licensing Agreement; and

(b) be without prejudice as to whether the import licensing procedure is consistent with this Agreement.