

Chapter	EU-Japan EPA	UK-Japan CEPA	Secure continuity / Goes further/ Falls short
Chapter 3: Rules of Origin Accumulation	Puts forward terms for diagonal cumulation between EU countries and Japan to car parts.	<p>The agreement allows for continuity in this space – securing a diagonal cumulation. This means British exports to Japan that have a lot of EU parts (and parts from 3rd countries with existing trade agreements with UK) in them count as goods originating from the U.K. However, it doesn't resolve the issue of British goods containing lots of Japanese parts that the U.K. wants to sell into the EU, this full cumulation can only be achieved if agreed in the Brexit deal. But administrative hook is there to achieve further cumulation in the Brexit deal.</p> <p>Other than car parts where there is more flex now to source inputs from other countries, the UK has also secured more liberal rules of origin for sugar biscuits and Textiles where there is better preferential tariff for UK textiles, allowing more support for increasing diversity of supply chains.</p>	Secures continuity
Chapter 8: 'Movement of natural persons for business purposes' (mobility)	Text sets out the standard process and transparency commitments in dealing with Visa applications for natural persons for business purposes.	<p>Same text on mobility and the movement of natural persons for business purposes as that of the EU-Japan EPA.</p> <p>There are some new Mode 4 provisions that will now allow more junior staff and ICT intra transferees to gain a Visa for business purposes in Japan.</p> <p>There are no significant additions asked for by members included.</p>	Secures continuity
Chapter 8: Regulatory Framework Qualification and Licensing	Text covers measures relating to licensing requirements and procedures, and qualification requirements and procedures of each of the parties.	<p>CBI member feedback on administrative burden of Japanese regulatory processes and need to digitalise has been addressed.</p> <p>In addition to text in EU EPA – UK-Japan CEPA goes further in encouraging acceptance of authorisation fees and treating electronic applications with same legitimacy as paper applications for authorisation purposes.</p> <p>There is also an added clause that if any license or qualification is subject to renewal it shall be made public in advance.</p>	Secures continuity and Goes further in one or two areas.
Chapter 8: Cross Border Trade in Services	Text covers agreement that either party will not impose any limitations; <ul style="list-style-type: none"> • On number of service suppliers 	Same text on market access except for a clause which states that there will be no imposed limitations on the total number of natural persons that may be employed in a particular sector or that an enterprise may	Secures continuity and Goes further in

<p>Market Access</p>	<p>whether in form of quotas, monopolies, exclusive service suppliers or requirements of an economic needs test.</p> <ul style="list-style-type: none"> • On value of service transactions in form of quotas or economic needs test. • On number of service operations or total quantity of service output expressed in numerical units in form of quotas or economic needs test. 	<p>employ and who are necessary for, and directly related to, the performance of the economic activity in the form of numerical quotas or the requirement of an economic needs test; or restrict or require specific types of legal entity or joint venture through which an entrepreneur of the other Party may perform an economic activity.</p> <p>MFN clause the same as EU EPA.</p>	<p>one or two areas</p>
<p>Chapter 8: E-Commerce (Digital and Data)</p>	<p>E-commerce chapter goes further than an EU trade agreement ever has to reflect interests of both Japanese and EU business in digital trade.</p>	<p>The UK-Japan CEPA goes even further than EU EPA on e-commerce in the following areas with new provisions on;</p> <ul style="list-style-type: none"> - Consumer protection- more explicit provisions on maintaining consumer protection laws to proscribe fraudulent commercial activities that harm or could harm consumers engaged in online activities. - Personal information protection (Data Protection)- members were concerned with Japan’s data protection standards. This deal goes further in ensuring each party adopts a legal framework which provides protection of personal information of users of e-commerce. It also states that both parties should consider international standards on data protection with intent to adopt non-discriminatory practices. It also goes further in ensuring transparency of data protection policies e.g. publishing information on how business can comply. - Open Government Data- there is additional provisions on encouraging 	<p>Goes significantly Further</p>

		<p>more accessible data for public use to create further transparency on government data where possible, which will enhance business opportunities for SMEs.</p> <ul style="list-style-type: none"> - Free flow of data between borders – members were concerned about restrictions/requirements that hindered free flow of data between UK/Japan. This agreement goes further with new provisions stating parties shall not prohibit cross border transfer of information by electronic means including personal information when activity is for conduct of business of covered person. This doesn't cover government procurement. There is no requirement for access or transfer of source code as a condition for trading software – something that members were also concerned about. - Location of computing facilities – members were concerned about localisation requirements- there are new provisions on localisation – no requirement of covered person to locate computing facilities in that party's territory as a condition for conducting business in that territory. - And specific conditions on protecting new technologies – a party shall not require a manufacturer/supplier that uses cryptography as a condition to manufacture to transfer/provide access to any proprietary info including technology or production process. 	
<p>Chapter 11: Competition Policy</p>	<p>Text covers that in accordance with law and regulations, parties shall ensure measures are taken against anti-competitive practices. And that each party shall maintain its competition laws that applies to all enterprises.</p>	<p>Same text has been used on competition policy except for one new clause which covers provisions to protect consumers from fraudulent and deceptive commercial activities. And also further commitments to create transparency in the competition law and any changes to it for both parties. DIT has also mentioned a potential cooperation arrangement to implement this chapter. This does somewhat address member concerns about lack of transparency of Japan's competition laws and favouring domestic business.</p>	<p>Secures continuity and Goes further in one or two areas</p>

<p>Chapter 14: Intellectual Property (IP)</p>	<p>Text covers standard IP protections covering international agreements, procedural matters and transparency, IP standards, collective management, and trademark provisions applicable to all parties. IP protections extend to copyright.</p> <p>Despite these provisions members in creative sector such as music and fashion were concerned that the level of IP theft and counterfeit was still to easily done on their designs especially online.</p>	<p>New IP provisions cover</p> <p>Technological measures protections – Extra provision on restricting acts in respect of works, performances, and phonograms which are not authorised by author/performer or permitted by law or regulations of a party.</p> <p>Rights management information (addresses member concerns on IP infringement) – stricter regulations on IP infringement – each party must provide adequate legal remedies against person knowingly performing acts that will induce/enable/conceal infringement of copyright and related rights to</p> <ul style="list-style-type: none"> - remove or alter any electronic rights management information without authority. - Distribute, import of distribution, broadcast, communicate or make available to public without authority, works, performances, phonograms and any copies knowing electronic rights management information has been removed or altered without authority. - On geographical indicators there are additional commitments – any product that we put forward that meets Japan’s GI system they are now obliged to take that through their processes to look to protect it. 	<p>Secures Continuity and Goes further in one or two areas</p>
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