

CHAPTER 8

TRADE IN SERVICES

Article 1
Scope and Coverage

1. This Chapter applies to measures by a Party affecting trade in services.
2. For the purposes of this Chapter, measures by a Party means measures taken by:
 - (a) central, regional, or local governments and authorities; and
 - (b) non-governmental bodies in the exercise of powers delegated by central, regional, or local governments or authorities.
3. In fulfilling its obligations and commitments under this Chapter, each Party shall take such reasonable measures as may be available to it to ensure their observance by regional and local governments and authorities and non-governmental bodies within its territory.
4. This Chapter shall not apply to measures affecting:
 - (a) government procurement;
 - (b) subsidies or grants including government-supported loans, guarantees, and insurance, provided by a Party or to any conditions attached to the receipt of such subsidies or grants, whether or not such subsidies or grants are offered exclusively to domestic services, service consumers or service suppliers;

CHAPTER 8

服务贸易

第一条 范围和适用范围

1. 本章适用于一方影响服务贸易的措施。
2. 就本章而言，一方的措施是指由以下机构采取的措施：
 - (a) 中央、区域或地方政府的机构；以及 (b) 在行使中央、区域或地方政府的授权权力时，非政府机构。
3. 在履行本章节项下的义务和承诺时，每一缔约方应采取其所采取的合理措施，以确保其领土内的区域和地方政府及当局和非政府机构遵守。
4. 本章节不适用于影响以下措施的条款：
 - (a) 政府采购； (b) 由一方提供的或与接收此类补贴或津贴的条件相关的补贴或津贴，包括政府支持贷款、担保和保险，无论此类补贴或津贴是否专门提供给国内服务、服务消费者或服务供应商；

- (c) services supplied in the exercise of governmental authority within the territory of each respective Party, as defined in Article 2(q) (Definitions), or
- (d) in respect of air transport services, measures affecting traffic rights however granted; or measures affecting services directly related to the exercise of traffic rights, other than measures affecting:
 - (i) aircraft repair and maintenance services;
 - (ii) the selling and marketing of air transport services; and
 - (iii) computer reservation system services.

5. The Parties note the multilateral negotiations pursuant to the review of the *GATS Annex on Air Transport Services*. Upon the conclusion of such multilateral negotiations, the Parties shall conduct a review for the purpose of discussing appropriate amendments to this Agreement so as to incorporate the results of such multilateral negotiations.

6. Nothing in this Chapter shall apply to measures affecting natural persons seeking access to the employment market of another Party, nor shall it apply to measures regarding citizenship, residence or employment on a permanent basis.

Article 2 Definitions

For the purposes of this Chapter:

- (a) **aircraft repair and maintenance services** means such activities when undertaken on an aircraft or a part thereof while it is withdrawn from

(c) 在各缔约方领土内行使政府职能提供的服务，如第2条(q)（定义）中定义的，或

(d) 关于航空运输服务，影响交通权的措施，无论以何种方式授予；或影响与行使交通权直接相关的服务的措施，但不包括影响：

- (i) 飞机维修服务；
- (ii) 航空运输服务的销售和营销；和
- (iii) 计算机预订系统服务。

5. 各方注意到根据GATS航空运输服务附件的审查进行的诸边谈判。在诸边谈判结束后，各方应进行审查，以讨论对本协定的适当修正案，以便纳入此类诸边谈判的结果。

6. 本章的规定不适用于寻求进入另一方就业市场之自然人的措施，也不适用于关于公民身份、居住或永久性就业的措施。

第二条 定义

本章规定：

- (a) 飞机维修服务是指当飞机或其一部分从服务中撤出时进行的此类活动

service and do not include so-called line maintenance;

(b) **commercial presence** means any type of business or professional establishment, including through:

- (i) the constitution, acquisition or maintenance of a juridical person; or
- (ii) the creation or maintenance of a branch or a representative office, within the territory of a Party for the purpose of supplying a service;

(c) **computer reservation system services** means services provided by computerised systems that contain information about air carriers' schedules, availability, fares and fare rules, through which reservations can be made or tickets may be issued;

(d) **juridical person** means any entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or government-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

(e) **juridical person of a Party** means a juridical person which is either:

- (i) constituted or otherwise organised under the law of that Party, and is engaged in substantive business operations in the territory of that Party or any other Party; or

服务，并且不包括所谓的线路维护

(b) 商业存在是指任何类型的商业或专业机构，包括通过：

- (i) 宪法、收购或维护法人的分支机构；或 (ii) 在一方领土内为供应服务而设立或维护分支机构或代表处；

(c) 计算机预订系统服务是指由计算机系统提供的服务，这些系统包含有关航空公司时刻表、可用性、票价和票价规则的信息，通过这些系统可以进行预订或发行机票；

(d) 法人是指任何依法成立的企业根据适用法律成立或以其他方式组织的实体，无论是否营利，也无论是否私营或政府所有，包括任何公司、信托、合伙企业、合资企业、独资企业或协会；

(e) 一方法人是指一方法人，是指：

- (i) 根据适用法律成立或以其他方式组织的该缔约方的法律，并在该缔约方或任何其他缔约方的领土内从事实质性业务运营；或

- (ii) in the case of supply of a service through commercial presence, owned or controlled by:
 - (A) natural persons of that Party; or
 - (B) juridical persons of that Party identified under Subparagraph (e)(i);
- (f) In the case of Thailand and Viet Nam, a **juridical person** is:
 - (i) **owned** by persons of a Party if more than 50 per cent of the equity interest in it is beneficially owned by persons of that Party;
 - (ii) **controlled** by persons of a Party if such persons have the power to name a majority of its directors or otherwise to legally direct its actions;
 - (iii) **affiliated** with another person when it controls, or is controlled by, that other person; or when it and the other person are both controlled by the same person;
- (g) **measure** means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;
- (h) **measures by a Party affecting trade in services** includes measures in respect of:
 - (i) the purchase or use of, or payment for, a service;
 - (ii) the access to and use of, in connection with the supply of a service, services which are

- (ii) 在通过提供服务的情况下商业存在，由：
 - (A) 该缔约方的自然人；或 (B) 根据第 (e)(i) 款确定的该缔约方法人；
- (f) 在泰国和越南的情况下，法人是指：
 - (i) 如果其 50% 以上的股权由该缔约方人员实际拥有，则由该缔约方人员拥有； (ii) 如果该缔约方人员有权任命其多数董事或以其他方式合法地指导其行为，则由该缔约方人员控制； (iii) 当其控制或被另一人控制时，与另一人有关联；或当其与他人同时被同一人控制时；
- (g) 措施是指一方采取的措施，无论其形式为法律、法规、规则、程序、决定、行政行为或任何其他形式；
- (h) 一方影响服务贸易的措施包括：
 - (i) 服务购买、使用或支付； (ii) 与服务供应相关的、供公众一般使用的服务访问和使用，这些服务是

required by those Parties to be offered to the public generally; and

- (iii) the presence, including commercial presence, of persons of a Party for the supply of a service in the territory of the other Party;
- (i) **monopoly supplier of a service** means any person, public or private, which in the relevant market of the territory of a Party is authorised or established formally or in effect by that Party as the sole supplier of that service;
- (j) **natural person of a Party** means a natural person who resides in the territory of that Party or elsewhere and who under the law of that Party:
 - (i) is a national of that Party; or
 - (ii) has the right of permanent residence¹ in that Party, in the case of a Party which accords substantially the same treatment to its permanent residents as it does to its nationals in respect of measures affecting trade in services, provided that no Party is obligated to accord to such permanent residents treatment more favourable than would be accorded by that Party to such permanent residents;
- (k) **person** means a natural person or a juridical person;

¹ Where a Party has made a reservation with respect to permanent residents in its schedules under this Agreement, that reservation shall not prejudice the Parties' rights and obligations in GATS.

由那些缔约方提供给公众所必需的；和

- (iii) 一方人员，包括商业存在，在另一方领土内为供应服务而存在；
- (i) 服务的垄断供应商是指任何公共或私营的个人，该个人在一方领土的相关市场中被该方授权或正式或实际上设立为该服务的唯一供应商；
- (j) 一方的自然人是指在一方领土内或 elsewhere 居住的自然人，并且根据该方的法律：
 - (i) 是该方的国民；或 (ii) 在该方拥有永久居留权¹；在该方的情况下，对于其永久居民与对其国民在影响服务贸易的措施方面给予实质上相同待遇的缔约方，该方不必须向此类永久居民给予比该方给予此类永久居民更优惠的待遇；
- (k) 个人是指自然人或法人；

¹ 如果一方根据本协定在其时刻表中对永久居民做出了保留，该保留不得损害缔约方在服务贸易总协定中的权利和义务。

- (l) **sector of a service** means:
- (i) with reference to a specific commitment, one or more, or all, subsectors of that service, as specified in a Party's schedules of specific commitments in Annex 3 (Schedules of Specific Services Commitments); and
 - (ii) otherwise, the whole of that service sector, including all of its subsectors;
- (m) **selling and marketing of air transport services** means opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution. These activities do not include the pricing of air transport services nor the applicable conditions;
- (n) **services** includes any service in any sector except services supplied in the exercise of governmental authority;
- (o) **service of another Party** means a service which is supplied:
- (i) from or in the territory of that other Party; or
 - (ii) in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of that other Party;

- (l) 服务部门是指：
- (i) 针对具体承诺，指该服务的一个或多个，或全部子部门，如附件3（具体服务承诺清单）中一方所列的具体承诺清单中所述；以及 (ii) 其他情况下，指该服务部门全部，包括其所有子部门；
- (m) 航空运输服务的销售和营销是指相关航空公司自由销售和营销其航空运输服务的机会，包括营销的所有方面，如市场调研、广告和分销。这些活动不包括航空运输服务的定价或适用条件；
- (n) 服务包括任何部门中的任何服务，但行使政府职能提供的服务除外；
- (o) 另一方的服务是指由以下方式提供的服务：
- (i) 从或在该另一方领土内；或 (ii) 在通过商业存在或通过自然人存在提供服务的情况下，由该另一方的服务供应商；

- (p) **service supplier** means a person that supplies a service²;
- (q) **a service supplied in the exercise of governmental authority** means any service which is supplied neither on a commercial basis nor in competition with one or more service suppliers;
- (r) **supply of a service** includes the production, distribution, marketing, sale and delivery of a service;
- (s) **trade in services** means the supply of a service:
 - (i) from the territory of one Party into the territory of any other Party;
 - (ii) in the territory of one Party to the service consumer of any other Party;
 - (iii) by a service supplier of one Party, through commercial presence in the territory of any other Party;
 - (iv) by a service supplier of one Party, through presence of natural persons of a Party in the territory of any other Party; and
- (t) **traffic rights** means the right for scheduled and non-scheduled services to operate and/or carry passengers, cargo and mail for remuneration or

² Where the service is not supplied directly by a juridical person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e. juridical person) shall, nonetheless, through such presence be accorded the treatment provided for service suppliers under this Agreement. Such treatment shall be extended to the presence through which the service is supplied and need not be extended to any other parts of the supplier located outside the territory where the service is supplied.

- (p) 服务供应商是指提供²服务的人；
- (q) 政府权力所提供的服务是指既非基于商业基础也非与一个或多个服务供应商竞争的服务；
- (r) 服务供应包括服务的生产、分销、营销、销售和交付；
- (s) 服务贸易是指服务的供应：
 - (i) 从一方领土供应到任何其他方领土； (ii) 在一方领土内向任何其他方的服务消费者提供服务；
 - (iii) 由一方服务供应商，通过在另一方领土内的商业存在提供服务； (iv) 由一方服务供应商，通过一方自然人在另一方领土内的存在提供服务；和
- (t) 交通权是指定期和非定期服务在为报酬而运营和/或运输旅客、货物和邮件的权利，或

² 如果服务不是由法人直接提供，而是通过分支机构或代表处等其他形式的商业存在提供，则服务供应商（即法人）仍应通过这种存在获得本协议规定的对服务供应商的待遇。这种待遇应扩展到服务供应的存在，并且无需扩展到供应商位于服务供应领土之外的其他部分。

hire from, to within, or over the territory of a Party, including points to be served, routes to be operated, types of traffic to be carried, capacity to be provided, tariffs to be charged and their conditions, and criteria for designation of airlines, including such criteria as number, ownership, and control.

Article 3
National Treatment

1. In sectors inscribed in its schedules of specific commitments in Annex 3 (Schedules of Specific Services Commitments) or Annex 4 (Schedules of Movement of Natural Persons Commitments), and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of any other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers.³
2. A Party may meet the requirement of Paragraph 1 by according to services and service suppliers of any other Party, either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.
3. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of the Party compared to like services or service suppliers of any other Party.

³ Specific commitments assumed under this Article shall not be construed to require any Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.

从一个缔约方领土内、领土上或领土外雇佣，包括服务点、运营路线、运输类型、提供能力、收费标准及其条件，以及航空公司指定标准，包括数量、所有权和控制权等标准。

第3条 国民待遇

1. 在列入其附件3（具体服务承诺清单）或附件4（自然人流动承诺清单）的具体承诺部门中，并遵守其中规定的任何条件和资格，每一方应就影响服务供应的措施，给予任何另一方的服务和服务供应商不低于其给予本国类似服务和服务供应商的待遇。³
2. 一方可通过给予任何另一方的服务和服务供应商形式上相同的待遇或形式上不同的待遇，以满足第1段的要求，该待遇与它给予本国类似服务和服务供应商的待遇相同。
3. 形式上相同或形式上不同的待遇，如果它改变了竞争条件，有利于本方的服务或服务供应商，而不是任何其他方的类似服务或服务供应商，则应被视为不利。

³ 根据本条承担的具体承诺不得解释为要求任何一方补偿由相关服务或服务供应商的外国特性而产生的固有竞争劣势。

Article 4
Market Access

1. With respect to market access through the modes of supply identified in Article 2(s) (Definitions), each Party shall accord services and service suppliers of any other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its schedules of specific commitments in Annex 3 (Schedules of Specific Services Commitments) or Annex 4 (Schedules of Movement of Natural Persons Commitments).⁴

2. In sectors where market access commitments are undertaken, the measures which a Party shall not maintain or adopt either on the basis of a regional subdivision or on the basis of its entire territory, unless otherwise specified in its schedules of specific commitments in Annex 3 (Schedules of Specific Services Commitments) or Annex 4 (Schedules of Movement of Natural Persons Commitments), are defined as:

- (a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
- (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;

⁴ If a Party undertakes a market-access commitment in relation to the supply of a services through the mode of supply referred to in Article 2(s)(i) (Definitions) and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital. If a Party undertakes a market-access commitment through the mode of supply referred to in Article 2(s)(iii) (Definitions), it is hereby committed to allow related transfers of capital into its territory.

第4条 市场准
入

1. 关于通过第二条(s)（定义）中确定的供应方式获得市场准入，每一方应给予任何其他方的服务和服务供应商不低于其附件3（具体服务承诺清单）或附件4（自然人流动承诺清单）中约定的、规定的具体承诺条款、限制和条件的待遇。⁴

2. 在市场准入承诺所涉及的部门中，除非其在附件3（具体服务承诺清单）或附件4（自然人流动承诺清单）中的具体承诺清单另有规定，否则缔约方不得在其区域划分基础上或在其整个领土上维持或采取的措施，定义为：

- (a) 对服务供应商数量的限制，无论其形式为数量配额、垄断、独家服务供应商或经济需要测试的要求；
- (b) 对服务交易总价值或以数量配额形式存在的资产的限制，或要求进行经济需要测试；

⁴ 如果一方就通过第2条第（s）（i）款（定义）所述供应模式提供服务的市场准入作出承诺，并且跨境资本流动是该服务本身的本质部分，则该方因此承诺允许此类资本流动。如果一方通过第2条第（s）（iii）款（定义）所述供应模式作出市场准入承诺，则其承诺允许相关资本转移进入其领土。

- (c) limitations on the total number of service operations or on the total quantity of services output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test⁵;
- (d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test;
- (e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service; and
- (f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

Article 5 Additional Commitments

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to Article 3 (National Treatment) or Article 4 (Market Access), including those regarding qualifications, standards or licensing matters. Such commitments shall be set out in a Party's schedules of specific commitments in Annex 3 (Schedules of Specific Services Commitments) and Annex 4 (Schedules of Movement of Natural Persons Commitments).

⁵ Subparagraph (c) does not cover measures of a Party which limit inputs for the supply of services.

- (c) 对服务操作总数量或以指定数值单位表示的服务产出总量的限制，以数量配额形式存在，或要求进行经济需要测试⁵；
- (d) 对在特定服务部门中可能被雇用的自然人总数的限制或服务供应商可能雇用且对于以数量配额形式或经济需要测试要求而必要且直接与特定服务供应相关的自然人；
- (e) 限制或要求特定类型的措施
通过法律实体或合资企业，服务供应商可以提供服务；以及
- (f) 对外国资本参与的限制
以外国持股比例的最大百分比限制或单个或外国投资总额的形式。

第5条 额外承诺

缔约方可以就影响服务贸易但不属于第3条（国民待遇）或第4条（市场准入）的措施进行谈判，包括关于资格、标准或许可事项的承诺。此类承诺应载于缔约方的附件3（具体服务承诺清单）和附件4（自然人流动承诺清单）中的具体承诺清单。

⁵ 第(c)款不涵盖一方为限制服务供应投入而采取的措施。

Article 6
Review of Commitments

The Parties shall enter into successive rounds of negotiations, beginning not later than three years from the date of entry into force of this Agreement, and periodically thereafter as determined by the FTA Joint Committee, with a view to further improving specific commitments under this Chapter so as to progressively liberalise trade in services among the Parties.

Article 7
Consultations on Most-Favoured-Nation Treatment

1. Subject to Paragraph 2, if, after this Agreement enters into force, a Party enters into any agreement on trade in services with a non-Party in which it provides treatment to services or service suppliers of that non-Party more favourable than it accords to like services or service suppliers of other Parties under this Agreement, any other Party may request consultations to discuss the possibility of extending, under this Agreement, treatment no less favourable than that provided under the agreement with the non-Party. The requested Party shall enter into consultations with the requesting Party bearing in mind the overall balance of benefits. The requesting Party shall notify all the other Parties of their request for consultations under this Paragraph.
2. No Party shall be obliged to apply Paragraph 1 with respect to treatment provided under any bilateral or plurilateral agreement between an individual ASEAN Member State, or individual ASEAN Member States, and non-Parties or Australia or New Zealand.
3. The consulting Parties shall notify the results of the consultations to all other Parties as soon as practicable and by no later than the next meeting of the Services Committee

第6条 承诺的审查

缔约方应自本协定生效之日起不超过三年内开始进行多轮谈判,并在自贸区联合委员会确定的时间间隔后定期进行,旨在进一步改善本章下的具体承诺,以逐步实现缔约方之间的服务贸易自由化。

第7条 关于最惠国待遇的磋商

1. 除第2段规定外,如果本协定生效后,一方与任何非缔约方达成任何服务贸易协定,在该协定中,该方给予该非缔约方的服务或服务供应商的待遇优于其根据本协定给予其他缔约方类似服务或服务供应商的待遇,任何其他缔约方可以请求磋商,讨论在本协定下延长不少于该方与非缔约方协议所提供的待遇的可能性。被请求方应与请求方进行磋商,并考虑到整体利益平衡。请求方应通知所有其他缔约方其根据本段提出的磋商请求。
2. 任何缔约方均无义务将第1段的规定适用于任何个别东盟成员国或个别东盟成员国与非缔约方或澳大利亚或新西兰之间的双边或多边协定。
3. 磋商方应当尽快将磋商结果通知所有其他缔约方,并最迟不晚于服务委员会的下次会议

established pursuant to Article 24 (Committee on Trade in Services) following the conclusion of consultations.

4. Notwithstanding Paragraph 1, a Party shall not be obliged to enter into consultations in relation to treatment provided under any international agreement that entered into force or was signed prior to the date of entry into force of this Agreement including, in respect of agreements on the liberalisation of trade in goods or services or investment, any measures taken as part of a wider process of economic integration or trade liberalisation between the parties to such agreements.

Article 8
Schedules of Specific Commitments

1. Each Party shall set out in a schedule the specific commitments it undertakes under Article 3 (National Treatment), Article 4 (Market Access) and Article 5 (Additional Commitments). With respect to sectors where such commitments are undertaken, each schedule shall specify:

- (a) terms, limitations and conditions on market access;
- (b) conditions and qualifications on national treatment;
- (c) undertakings relating to additional commitments;
- (d) where appropriate, the time-frame for implementation of such commitments; and
- (e) the date of entry into force of such commitments.

2. Measures inconsistent with both Market Access and National Treatment shall be inscribed in the column relating to Market Access. In this case, the inscription will be

根据第24条（服务贸易委员会）的规定，在磋商结束后设立的

4. 不论第1段如何规定，一方不应有义务就根据任何在 本协定生效日期之前生效或签署的国际协定所提供的待遇进行磋商。包括，就货物或服务贸易自由化或投资协定而言，任何作为更广泛的经济一体化或贸易自由化进程一部分而采取的措施。

第8条 具体承诺清单

1. 每一方应在清单中列明其根据第3条（国民待遇）、第4条（市场准入）和第5条（额外承诺）所做出的具体承诺。就做出此类承诺的部门而言，每个清单应具体规定：

- (a) 市场准入的条款、限制和条件；(b) 国民待遇的条件和资格；(c) 与额外承诺相关的承诺；(d) 如适用，此类承诺的实施时间表；以及(e) 此类承诺的生效日期。

2. 与市场准入和国民待遇均不一致的措施应填入市场准入相关列。在这种情况下，填写内容将被

considered to provide a condition or qualification to National Treatment as well.

3. Schedules of specific services commitments shall be set out in Annex 3 (Schedules of Specific Services Commitments) of this Agreement. The specific commitments in respect of the supply of a service by a service supplier of one Party through presence of natural persons of a Party in the territory of another Party shall be set out in Annex 4 (Schedules of Movement of Natural Persons Commitments) of this Agreement.

Article 9
Modification of Schedules

1. A Party may modify or withdraw any commitment in its schedule of specific commitments in Annex 3 (Schedules of Specific Services Commitments) or Annex 4 (Schedules of Movement of Natural Persons Commitments), at any time after three years have elapsed from the date on which this Agreement enters into force, in accordance with the procedures set out in Article XXI of GATS, *mutatis mutandis*, and the Procedures for the Implementation of Article XXI of GATS set out in WTO document S/L/80 of 29 October 1999 (the GATS Article XXI Procedures), *mutatis mutandis*, as amended from time to time.

2. For the avoidance of doubt, references in Article XXI of GATS and the GATS Article XXI Procedures to the “Secretariat” and the “Council for Trade in Services” shall each be read as references to the FTA Joint Committee.

Article 10
Domestic Regulation

1. In sectors where specific commitments are undertaken, each Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.

视为提供国民待遇的条件或资格。

3. 具体服务承诺清单应列于本协定的附件3（具体服务承诺清单）中。一方服务供应商通过一方自然人在另一方领土内的存在而向另一方提供服务所涉及的具体承诺应列于本协定的附件4（自然人流动承诺清单）中。

第9条 时刻表的修改

1. 任何一方可在本协定生效之日起三年后，根据GATS第21条规定的程序，相应修改或撤回其附件3（具体服务承诺清单）或附件4（自然人流动承诺清单）中的任何具体承诺，并相应修改WTO文件S/L/80（1999年10月29日）（GATS第21条的实施程序），该文件可不时修订。

2. 为避免歧义，GATS第21条及GATS第21条程序中关于“秘书处”和“服务贸易理事会”的引用，均应视为对自贸区联合委员会的引用。

第10条 国内监管

1. 在作出具体承诺的部门中，每一缔约方应确保所有影响服务贸易的一般性措施以合理、客观和公正的方式加以实施。

2. With a view to ensuring that measures relating to qualification requirements and procedures, technical standards and licensing requirements and procedures, do not constitute unnecessary barriers to trade in services, the Parties shall jointly review the results of the WTO negotiations on disciplines on such measures, pursuant to Article VI.4 of GATS, and shall amend this Article, as appropriate, after consultations among the Parties, to bring the results of those negotiations into effect under this Agreement. The Parties note that the disciplines arising from such negotiations shall aim to ensure that qualification requirements and procedures, technical standards and licensing requirements and procedures are, *inter alia*:

- (a) based on objective and transparent criteria, such as competence and the ability to supply the service;
- (b) not more burdensome than necessary to ensure the quality of the service; and
- (c) in the case of licensing procedures, not in themselves a restriction on the supply of the service.

3. In sectors in which a Party has undertaken specific commitments under Article 3 (National Treatment), Article 4 (Market Access) and Article 5 (Additional Commitments), pending the incorporation of the disciplines referred to in Paragraph 2, that Party shall not apply licensing and qualification requirements and technical standards that nullify or impair such specific commitments under this Agreement in a manner which:

- (a) does not comply with the criteria outlined in Paragraph 2(a), (b) or (c); and

2. 为了确保与资格要求及程序、技术标准以及许可要求及程序相关的措施不妨碍服务贸易，缔约方应根据《服务贸易总协定》第六条第四款联合审查世界贸易组织就此类措施纪律谈判的结果，并在缔约方磋商后，如适当，修订本协定第六条，以便在本协定项下实施这些谈判的结果。缔约方注意到，此类谈判产生的纪律应旨在确保资格要求及程序、技术标准以及许可要求及程序，包括但不限于：

- (a) 基于客观和透明的标准，例如能力和服务提供能力；
- (b) 不比确保服务质量所必需的更负担重；以及(c) 在许可程序的情况下，本身不是对服务供应的限制。

3. 在一方根据第3条（国民待遇）、第4条（市场准入）和第5条（额外承诺）已作出具体承诺的部门中，在提及的第2段的纪律纳入之前，该方不得以使本协定下的具体承诺失效或受损的方式应用许可和资格要求以及技术标准：

- (a)不符合第2段(a)、(b)或(c)中概述的标准；以及

- (b) could not reasonably have been expected of that Party at the time the specific commitments in those sectors were made.

4. In determining whether a Party is in conformity with its obligations under Paragraph 3(a), account shall be taken of international standards of relevant international organisations applied by that Party.⁶

5. Where authorisation is required for the supply of a service on which a specific commitment has been made, the competent authorities of that Party shall:

- (a) in the case of an incomplete application, at the request of the applicant, identify all the additional information that is required to complete the application and provide the opportunity to remedy deficiencies within a reasonable timeframe;
- (b) within a reasonable period of time after the submission of an application considered complete under domestic laws and regulations, inform the applicant of the decision concerning the application;
- (c) at the request of the applicant, provide, without undue delay, information concerning the status of the application under consideration; and
- (d) if an application is terminated or denied, to the maximum extent possible, inform the applicant in writing, and without delay, the reasons for such action. The applicant will have the possibility of resubmitting, at its discretion, a new application.

6. In sectors where specific commitments regarding professional services are undertaken, each Party shall

⁶ The term “relevant international organisations” refers to international bodies whose membership is open to the relevant bodies of all the Parties.

- (b)在那个具体承诺在那个部门做出时，不能合理地期望该缔约方做到。

4. 在确定一方是否遵守第3段(a)项下的义务时，应考虑该方适用的相关国际组织国际标准。⁶

5. 如服务供应需要授权，且已作出具体承诺，则该方主管当局应：

- (a) 在申请不完整的情况下，应申请人的要求，确定完成申请所需的所有补充信息，并在合理期限内提供纠正缺陷的机会；

- (b) 在国内法律法规认为申请完整提交后的合理时间内，通知申请人关于该申请的决定；

- (c) 应申请人的要求，在不当延迟的情况下，提供关于所考虑申请状态的补充信息；以及

- (d) 如申请终止或被拒绝，在最大程度上，以书面形式及时通知申请人采取该行动的理由。申请人将有机会在其自行决定的情况下重新提交新的申请。

6. 在就专业服务做出具体承诺的部门中，每一缔约方应

⁶ “相关国际组织”一词是指其成员资格对所有缔约方的相关机构开放的国际机构。

provide for adequate procedures to verify the competency of professionals of the other Parties.

7. Subject to its domestic laws and regulations, each Party shall permit service suppliers of the other Parties to use the business names under which they ordinarily trade in the territories of the other Parties and otherwise ensure that the use of business names is not unduly restricted.

Article 11
Transparency

1. The Parties recognise that transparent measures governing trade in services are important in facilitating the ability of service suppliers to gain access to, and operate in, each others’ markets. Each Party shall promote regulatory transparency in trade in services.

Publication

2. Each Party shall publish promptly and, except in emergency situations, at the latest by the time of their entry into force:

- (a) all relevant measures of general application affecting trade in services; and
- (b) all international agreements pertaining to, or affecting, trade in services to which a Party is a signatory.

3. To the extent possible, each Party shall make the measures and international agreements of the kind referred to in Paragraph 2 available on the internet.

制定充分的程序以核实其他缔约方的专业人员的能力。

7. 遵守其国内法律法规，每一方应允许其他方的服务供应商在其领土内使用其通常进行贸易的商业名称，并确保商业名称的使用不受不当限制。

第11条 透明
度

1. 各方承认，规范服务贸易的透明措施对于促进服务供应商获得进入并经营对方市场的能力至关重要。每一方应促进服务贸易中的监管透明度。

出版物

2. 每一方应及时公布，除紧急情况外，最迟于其生效时：

- (a) 所有影响服务贸易的一般性措施；以及 (b) 所有与影响服务贸易相关或对服务贸易产生影响的、一方为缔约方的国际协议。

3. 在可能的情况下，每一缔约方应当将第2段所述的措施和国际协议在互联网上公开。

4. Where publication referred to in Paragraphs 2 and 3 is not practicable, such information⁷ shall be made otherwise publicly available.

5. To the extent provided for under its domestic legal framework, each Party shall endeavour to provide a reasonable opportunity for comments by interested persons of the Parties on measures referred to in Paragraph 2(a) before adoption.

Contact Points

6. Each Party shall designate a contact point to facilitate communications among the Parties on any matter covered by this Chapter. Upon the request of another Party, the contact point shall:

- (a) identify the office or official responsible for the relevant matter; and
- (b) assist as necessary in facilitating communications with the requesting Party with respect to that matter.

7. Each Party shall respond promptly to all requests by any other Party for specific information on:

- (a) any measures referred to in Paragraph 2(a) or international agreements referred to in Paragraph 2(b); and
- (b) any new, or any changes to existing, laws, regulations or administrative guidelines which significantly affect trade in services covered by the Party's specific commitments under this

⁷ For greater certainty, the Parties agree that such information may be published in each Party's chosen language.

4. 如果第2段和第3段所述的出版不可行，则该信息⁷ 应当以其他方式向公众公开。

5. 根据其国内法律框架的规定，每一缔约方应努力为第2(a)段所述措施的实施前，提供合理的机会让各方的利益相关者提出意见。

联系点

6. 每一缔约方应指定一个联系点，以促进本章节涵盖的任何事项上各方之间的沟通。在另一方提出请求时，该联系点应：

- (a) 确定负责相关事项的办公室或官员；以及 (b) 在必要时协助促进与请求方就该事项的沟通。

7. 每一缔约方应迅速回应任何另一方就以下事项提出的具体信息要求：

- (a) 第2段(a)中提到的任何措施或第2段(b)中提到的任何国际协议；以及(b)任何新的或对现有法律、法规或行政指南的任何更改，这些更改将对本协定下缔约方具体承诺所涵盖的服务贸易产生重大影响

⁷ 为明确起见，缔约各方同意此类信息应以各缔约方选择的语言发布。

Chapter, whether or not the other Party has been previously notified of the new or changed law, regulation or administrative guideline.

Article 12
Development and Application of Regulations

Administrative Processes

1. With a view to administering in a consistent, impartial and reasonable manner its laws, regulations, procedures and administrative rulings of general application affecting trade in services, each Party shall ensure that its administrative agencies, in applying such laws, regulations, procedures and administrative rulings to particular services or service suppliers of another Party in specific cases through administrative processes, including adjudication, rule-making, licensing, determination and approval processes:
- (a) to the extent provided under its domestic legal framework, and where possible, provide service suppliers of the other Party that are directly affected by an administrative process with reasonable notice that the process is taking place;
 - (b) to the extent provided under its domestic legal framework, endeavour to afford such service suppliers with reasonable opportunity to present facts and arguments in support of their positions prior to any final administrative action, when time, the nature of the process and the public interest permit; and
 - (c) follow procedures that are in accordance with its laws.

章节，无论另一方是否已事先被通知新的或更改的法律、法规或行政指南。

第12条 法规的制定和应用

行政程序

1. 为了以一致、公正和合理的方式管理其影响服务贸易的通用法律、法规、程序和行政裁决，每一缔约方应确保其行政机关在通过行政程序将此类法律、法规、程序和行政裁决应用于另一方的特定服务或服务供应商的具体案件时，包括裁决、规则制定、许可、决定和批准程序：
- (a) 在其国内法律框架规定的范围内，并在可能的情况下，向受行政程序直接影响的一方服务供应商提供合理的通知，告知程序正在进行；
 - (b) 在其国内法律框架规定的范围内，努力在最终行政行为之前，在时间、程序的性质和公共利益允许的情况下，为这些服务供应商提供合理的机会，以便他们能够陈述支持其立场的 факты и аргументы； 和
 - (c) 遵循与其相符的程序法律。

Review and Appeal

2. Each Party shall maintain judicial, arbitral or administrative tribunals or procedures for the purpose of the prompt review⁸, and, where warranted, correction of final administrative actions resulting from the processes covered by Paragraph 1. Where such procedures or tribunals are not independent of the agency entrusted with the administrative action concerned, each Party shall ensure that the tribunals or procedures provide for an objective and impartial review.
3. Each Party shall ensure that, in any such tribunal or under any such procedures, the parties to any proceedings are provided with the right to:
- (a) a reasonable opportunity to support or defend their respective positions; and
 - (b) a decision in accordance with the Party's laws.
4. Each Party shall ensure, subject to appeal or further review as provided in its law, that any decision referred to in Paragraph 3(b) shall be implemented in accordance with its laws.

**Article 13
Disclosure of Confidential Information**

Nothing in this Chapter shall be construed as requiring a Party to provide to the other Parties confidential information the disclosure of which would impede law enforcement or otherwise be contrary to the public interest or which would prejudice the legitimate commercial interests of particular juridical persons, public or private.

⁸ For avoidance of doubt, "review" includes merits review only where provided for under the Party's law.

审查和上诉

2. 每一缔约方应设立司法、仲裁或行政法庭或程序，以进行及时审查⁸，并在必要时纠正第1段所述过程中产生的最终行政行为。如果此类程序或法庭不独立于负责相关行政行为的代理机构，每一缔约方应确保法庭或程序提供客观公正的审查。
3. 每个缔约方应确保，在任何此类法庭或任何此类程序中，任何诉讼的当事方均有权：
- (a) 有合理的机会支持或辩护其各自立场；以及
 - (b) 根据缔约方法律作出决定。
4. 每个缔约方应确保，根据其法律规定的上诉或进一步审查，第3段(b)中提到的任何决定应按照其法律得到执行。

第13条 机密信息披露

本章任何内容均不得解释为要求一方向另一方提供机密信息，其披露将妨碍执法或否则违背公共利益，或损害特定法人（公共或私营）的合法商业利益。

⁸ 为明确起见，“审查”仅包括根据缔约方法律规定进行的实体审查。

Article 14
Monopolies and Exclusive Service Suppliers

1. Each Party shall ensure that any monopoly supplier of a service in its territory does not, in the supply of the monopoly service in the relevant market, act in a manner inconsistent with that Party's obligations under Article 3 (National Treatment) and Article 4 (Market Access).
2. Where a Party's monopoly supplier competes, either directly or through an affiliated company, in the supply of a service outside the scope of its monopoly rights and which is subject to that Party's specific commitments, the Party shall ensure that such a supplier does not abuse its monopoly position to act in its territory in a manner inconsistent with such commitments.
3. If a Party has a reason to believe that a monopoly supplier of a service of any other Party is acting in a manner inconsistent with Paragraph 1 or 2, it may request the Party establishing, maintaining or authorising such supplier to provide specific information concerning the relevant operations.
4. This Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect:
 - (a) authorises or establishes a small number of service suppliers; and
 - (b) substantially prevents competition among those suppliers in its territory.

Article 15
Business Practices

1. Parties recognise that certain business practices of service suppliers, other than those falling under Article 14

第14条 垄断和排他性服务供应商

1. 每一方应确保其领土内任何服务的垄断供应商在相关市场供应垄断服务时，其行为不得与该方在第3条（国民待遇）和第4条（市场准入）项下的义务不一致。
2. 当一方垄断供应商在超出其垄断权范围的领土外，直接或通过关联公司，在受该一方具体承诺约束的服务供应领域内进行竞争时，该方应确保该供应商不滥用其垄断地位，以与其承诺不一致的方式在其领土内行事。
3. 如果一方有理由相信任何其他方的服务垄断供应商的行为与其第1段或第2段所述承诺不一致，它可以要求设立、维持或授权该供应商的一方提供有关相关运营的具体信息。
4. 本条款也适用于排他性服务供应商的情况，其中一方正式或实际上：
 - (a) 授权或设立少量服务供应商；以及 (b) 大大阻止其在领土内的供应商之间的竞争。

第15条 商业行为

1. 缔约方承认，除第14条（垄断和排他性服务供应商）所涵盖之外的服务供应商的某些商业行为

(Monopolies and Exclusive Service Suppliers), may restrain competition and thereby restrict trade in services.

2. Each Party shall, at the request of any other Party, enter into consultations with a view to eliminating practices referred to in Paragraph 1. The Party addressed shall accord full and sympathetic consideration to such a request and shall co-operate through the supply of publicly available non-confidential information available to the requesting Party. The requested Party may also provide other information available to the requesting Party, subject to its domestic law and to the conclusion of satisfactory agreement concerning the safeguarding of its confidentiality by the requesting Party.

Article 16
Recognition

1. For the purpose of the fulfilment, in whole or in part, of its standards or criteria for the authorisation, licensing or certification of service suppliers, and subject to the requirements of Paragraph 3, a Party may recognise the education or experience obtained, requirements met, licences or certifications granted in a particular country. Such recognition, which may be achieved through harmonisation or otherwise, may be based upon an agreement or arrangement with the country concerned or may be accorded autonomously.

2. A Party that is a party to an agreement or arrangement of the type referred to in Paragraph 1, whether existing or future, shall afford adequate opportunity for other interested Parties to negotiate their accession to such an agreement or arrangement or to negotiate comparable ones with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for any other Party to demonstrate that education, experience, licences, or certifications obtained or requirements met in that other Party's territory should be recognised.

可能限制竞争，从而限制服务贸易。

2. 每一方应根据另一方的要求，进行磋商，以消除第1段所述的做法。被请求方应充分并同情地考虑此类要求，并通过向请求方提供公开可用的非机密信息进行合作。请求方也可以根据其国内法，并在请求方就保护其机密性达成令人满意的协议的情况下，向请求方提供其他信息。

第16条 承
认

1. 为了全部或部分履行其授权、许可或认证服务供应商的标准或准则的目的，并遵守第3段的要求，一方可以承认在特定国家获得的教育或经验、满足的要求、授予的许可证或认证。此类承认可以通过协调或其他方式实现，可以基于与有关国家的协议或安排，也可以自主给予。

2. 一方是第1段所述类型协议或安排的缔约方，无论该协议或安排是现存还是未来的，均应给予其他有关方充分的机会，以谈判加入该协议或安排或与其谈判可比的协议或安排。当一方自主给予承认时，应给予任何其他方充分的机会，以证明在该其他方领土内获得的教育、经验、许可或认证，或满足的要求应予承认。

3. A Party shall not accord recognition in a manner which would constitute a means of discrimination between other Parties in the application of its standards or criteria for the authorisation, licensing or certification of service suppliers, or a disguised restriction on trade in services.
4. Where appropriate, recognition should be based on multilaterally agreed criteria. In appropriate cases, Parties shall work in co-operation with relevant inter-governmental and non-governmental organisations towards the establishment and adoption of common international standards and criteria for recognition and common international standards for the practice of relevant services trades and professions.
5. Each Party shall encourage competent bodies in its territory to enter into negotiations for agreements or arrangements on recognition of professional qualification requirements, qualification procedures, licensing or registration requirements, and licensing or registration procedures with a view to the achievement of early outcomes.

Article 17
Payments and Transfers

1. Except under the circumstances envisaged in Article 4 (Measures to Safeguard the Balance of Payments) of Chapter 15 (General Provisions and Exceptions), a Party shall not apply restrictions on international transfers or payments for current transactions relating to its specific commitments.
2. Nothing in this Chapter shall affect the rights and obligations of any of the Parties as members of the International Monetary Fund under the IMF Articles of Agreement, including the use of exchange actions which are in conformity with the IMF Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistent with its specific commitments

3. 一方不得以歧视其他方的方式给予承认，该方式包括在授权、许可或认证服务供应商方面应用其标准或准则，或构成服务贸易隐蔽的贸易限制的手段。
4. 在适当的情况下，承认应基于多边协商的准则。在适当的情况下，缔约方应与相关政府间和非政府组织合作，以建立和采纳承认的通用国际标准和准则，以及相关服务贸易和职业实践的通用国际标准。
5. 每个缔约方应鼓励其领土内主管机构进行谈判，以达成关于承认专业资格要求、资格程序、许可或注册要求以及许可或注册程序的协定或安排，以期取得早期成果。

第17条 支付和转账

1. 除第15章（总则和例外）第4条（维护国际收支平衡的措施）中设想的情况外，缔约方不得对其具体承诺相关的经常交易的国际转账或支付施加限制。
2. 本章任何规定均不影响缔约方作为国际货币基金组织成员根据国际货币基金协定享有的权利和应履行的义务，包括符合国际货币基金协定规定的外汇行动的使用，但缔约方不得对其具体承诺不一致的任何资本交易施加限制

regarding such transactions, except under Article 4 (Measures to Safeguard the Balance of Payments) of Chapter 15 (General Provisions and Exceptions) or at the request of the International Monetary Fund.

**Article 18
Subsidies**

1. Notwithstanding Article 1.4(b) (Scope and Coverage), the Parties shall review the issue of disciplines on subsidies related to trade in services in light of any disciplines agreed under Article XV of GATS.
2. Parties recognise that, in certain circumstances, subsidies may have distortive effects on trade in services. Any Party which considers that it is adversely affected by a subsidy of another Party may request consultations with that Party on such matters. Such request shall be accorded sympathetic consideration.

**Article 19
Safeguard Measures**

1. The Parties note the multilateral negotiations pursuant to Article X of GATS on the question of emergency safeguard measures based on the principle of non-discrimination. Upon the conclusion of such multilateral negotiations, the Parties shall conduct a review for the purpose of discussing appropriate amendments to this Agreement so as to incorporate the results of such multilateral negotiations.
2. In the event that the implementation of the commitments made in this Agreement causes substantial adverse impact to a service sector of a Party before the conclusion of the multilateral negotiations referred to in Paragraph 1, the affected Party may request consultations with the other Party or Parties. The requested Party or Parties shall enter into consultations with the requesting

关于此类交易，除非根据第15章（总则和例外）第4条（维护国际收支平衡的措施）的规定，或应国际货币基金组织的请求，否则不得如此办理。

**第18条
补贴**

1. 不论第1.4(b)条（范围和适用范围）如何规定，缔约方应根据《服务贸易总协定》第15条下达的任何纪律，审查与服务贸易相关的补贴纪律问题。
2. 缔约方承认，在某些情况下，补贴可能对服务贸易产生扭曲效应。任何认为另一方补贴对其产生不利影响的缔约方，可要求与该缔约方就此类事项进行磋商。此类要求应予以同情考虑。

第19条 保障措施

1. 缔约方注意到根据《服务贸易总协定》第10条的原则进行的多边谈判，以就基于非歧视原则的紧急保障措施问题进行谈判。在完成此类多边谈判后，缔约方应进行审查，以讨论对本协定进行适当修正，以便纳入此类多边谈判的结果。
2. 如果在本协定项下的承诺实施前，对缔约方的一项服务部门造成重大不利影响，受影响缔约方可请求另一方或各缔约方进行磋商。被请求方或各缔约方应与请求方进行磋商。

Party on the commitments that the requested Party or Parties consider may have caused substantial adverse impact and on the possibility of the requesting Party adopting any measure to alleviate such impact. The requesting Party shall notify all the other Parties of their request for consultations under this Paragraph.

3. Any measures taken pursuant to Paragraph 2 shall be mutually agreed by the Parties concerned.

4. The consulting Parties shall notify the results of the consultations to all other Parties as soon as practicable and by no later than the next meeting of the Services Committee established pursuant to Article 24 (Committee on Trade in Services) following the conclusion of consultations.

Article 20
Increasing Participation for Newer ASEAN Member States

In order to increase the benefits of this Chapter for the newer ASEAN Member States, and in accordance with the objectives of and the Preamble to this Agreement and the objectives of Chapter 12 (Economic Co-operation), the Parties recognise the importance of according special and differential treatment to the newer ASEAN Member States and facilitating their participation in this Chapter through negotiated specific commitments relating to:

- (a) strengthened domestic services capacity and its efficiency and competitiveness, *inter alia*, through access to technology on a commercial basis;
- (b) improved access to distribution channels and information networks;
- (c) commitments in sectors of export interest to newer ASEAN Member States; and

请求方就请求方或缔约方认为可能已造成重大不利影响的承诺, 以及请求方可能采取任何减轻此类影响的措施的可能性进行磋商。请求方应根据本段落的规定通知所有其他缔约方其磋商要求。

3. 任何根据第2段采取的措施均须经有关当事人相互同意。

磋商方应当通知磋商结果
磋商方应尽快并将不迟于根据第24条（服务贸易委员会）设立的服务的服务贸易委员会下次会议的结论通知磋商结果。

第20条 新东盟成员国增加参与

为使本章节给新东盟成员国带来的利益增加, 并依据本协定序言及第12章（经济合作）的目标, 缔约方承认给予新东盟成员国特殊和差别待遇并促进其通过谈判达成的具体承诺参与本章节的重要性, 具体承诺包括:

- (a) 加强国内服务能力及其效率与竞争力, 包括通过商业基础的技术获取;
 - (b) 改善分销渠道和信息网络的获取;
 - (c) 在对新兴东盟成员国具有出口兴趣的部门中的承诺;
- 以及

- (d) recognising that commitments by each newer ASEAN Member State may be made in accordance with its individual stage of development.

Article 21
Denial of Benefits

A Party may deny the benefits of this Chapter:

- (a) to the supply of any service, if it establishes that the service is supplied from or in the territory of a non-Party;
- (b) in the case of the supply of a maritime transport service, if it establishes that the service is supplied:
 - (i) by a vessel registered under the laws of a non-Party, and
 - (ii) by a person of a non-Party which operates and/or uses the vessel in whole or in part;
- (c) to a service supplier, that is a juridical person, if it establishes that it is not a service supplier of another Party.

Article 22
Treatment and Protection of Commercial Presence

- 1. Chapter 11 (Investment) does not apply to measures adopted or maintained by a Party to the extent that they are covered by this Chapter.
- 2. Notwithstanding Paragraph 1, the following Articles and Section of Chapter 11 (Investment) apply, *mutatis mutandis*, to measures affecting the supply of services by a service

- (d) 认识到每个新兴东盟成员国根据其各自的发展阶段可能做出承诺。

条款 21 拒绝利益

一方可以拒绝本章节的利益：

- (a) 对任何服务的供应，如果其确定该服务是从或在本非缔约方领土内供应的；(b) 在海上运输服务的供应情况下，如果其确定该服务是：(i) 由在非缔约方法律下注册的船舶提供的，以及 (ii) 由非缔约方个人经营和/或使用该船舶的全部或部分；(c) 对服务供应商，即法人，如果其确定它不是另一方的服务供应商。

条款 22 商业存在的待遇和保护

- 1. 第 11 章投资不适用于一方为执行本章节所采取或维持的措施。
- 2. 不论第1段如何规定，第11章（投资）中的下列条款和第11章（投资）第 X 节，作相应修改，适用于一方通过在另一方领土内的商业存在设立的服务供应商采取的影响服务供应的措施，

supplier of a Party through commercial presence in the territory of another Party:

- (a) Article 6 (Treatment of Investment);
- (b) Article 7 (Compensation for Losses);
- (c) Article 8 (Transfers);
- (d) Article 9 (Expropriation and Compensation);
- (e) Article 10 (Subrogation); and
- (f) Section B (Investment Disputes between a Party and an Investor).

Article 23
Miscellaneous Provisions

- 1. The GATS *Annex on Telecommunications* shall be incorporated into and shall form part of this Agreement, *mutatis mutandis*.
- 2. Additional provisions on financial services and telecommunications are set out in this Chapter's Annexes.

Article 24
Committee on Trade in Services

- 1. The Parties hereby establish a Committee on Trade in Services (Services Committee), consisting of representatives of the Parties.
- 2. The Services Committee's functions shall be:
 - (a) to conduct reviews of commitments in accordance with Article 6 (Review of Commitments);

一方通过在另一方领土内的商业存在设立的供应商

- (a) 第6条（投资待遇）； (b) 第7条（损失补偿）； (c) 第8条（转移）； (d) 第9条（征收与补偿）； (e) 第10条（代位权）； 以及(f) B部分（一方与投资者之间的投资争端）。

第23条其他规定

- 1. GATS电信附录应并入本协定并成为其一部分，作相应修改。
- 2. 关于金融服务和电信的附加规定列于本章附录。

第24条服务贸易委员会

- 1. 各方 hereby 设立服务贸易委员会（服务委员会），由各方的代表组成。
- 2. 服务委员会的职能应为：
 - (a) 根据第6条（承诺审查）进行承诺审查；

- (b) if the multilateral negotiations referred to in Article 19.1 (Safeguard Measures) have not concluded within three years from entry into force of this Agreement, to enter into discussion on the question of emergency safeguard measures based on the principle of non-discrimination for the purpose of considering appropriate amendments to this Chapter;
- (c) to enter into discussions on the application of most-favoured-nation treatment to trade in services for the purpose of considering appropriate amendments to this Chapter, in conjunction with the first review of commitments under Article 6 (Review of Commitments);
- (d) to review the implementation of this Chapter;
- (e) to consider any other matters identified by the Parties; and
- (f) to report to the FTA Joint Committee as required.

3. The Services Committee shall conclude the discussions referred to in Paragraph 2(a) to (c) within five years of entry into force of this Agreement, unless the Parties agree otherwise.

4. The Services Committee shall meet as mutually determined by the Parties as required under this Article and Article 6 (Review of Commitments). Meetings may be conducted in person, or by any other means as mutually determined by the Parties.

- (b) 如果第19.1条（保障措施）中提到的多边谈判在本协定生效后三年内未完成，则基于非歧视原则就紧急保障措施问题进行讨论，以考虑对本章节进行适当的修正案；
- (c) 在第6条（承诺审查）下首次承诺审查的同时，就最惠国待遇应用于服务贸易问题进行讨论，以考虑对本章节进行适当的修正案；
- (d) 审查本章节的实施情况；
- (e) 考虑缔约方确定的其他事项；以及
- (f) 按要求向自贸区联合委员会报告。

3. 服务委员会应在本协定生效后五年内完成第2(a)至(c)段所述的讨论，除非缔约方另有约定。

4. 服务委员会应根据缔约方根据本条款和第6条（承诺审查）相互商定的方式开会。会议可采取面对面形式，或由缔约方以任何其他方式共同商定。

ANNEX ON FINANCIAL SERVICES

**Article 1
Scope and Definitions**

1. This Annex applies to measures affecting the supply of financial services. Reference to the supply of a financial service in this Annex shall mean the supply of a service as defined in Article 2(s) (Definitions) of Chapter 8 (Trade in Services).
2. For the purposes of Article 2(n) (Definitions) of Chapter 8 (Trade in Services), “services supplied in the exercise of governmental authority” means the following:
 - (a) activities conducted by a central bank or monetary authority or by any other public entity in pursuit of monetary or exchange rate policies;
 - (b) activities forming part of a statutory system of social security or public retirement plans; or
 - (c) other activities conducted by a public entity for the account or with the guarantee or using the financial resources of the government.
3. For the purposes of Article 2(n) (Definitions) of Chapter 8 (Trade in Services), if a Party allows any of the activities referred to in Paragraph (2)(b) or (c) to be conducted by its financial service suppliers in competition with a public entity or a financial service supplier, “services” shall include such activities.
4. Article 2(q) (Definitions) of Chapter 8 (Trade in Services) shall not apply to services covered by this Annex.

金融服务附件

第一条 范围和定义

1. 本附件适用于影响金融服务供应的措施。在本附件中提及的金融服务供应应指根据第8章（服务贸易）第2条(s)（定义）中定义的服务供应。
2. 为第8章（服务贸易）第2(n)条（定义）之目的，“行使政府职能提供的服务”是指以下内容：
 - (a) 中央银行或货币当局或任何其他公共实体为实施货币或汇率政策而开展的活动；(b) 构成法定社会保障制度或公共退休计划一部分的活动；或(c) 公共实体为政府账户或代表政府或使用政府财政资源而开展的其他活动。
3. 为第8章（服务贸易）第2(n)条（定义）之目的，如果一方允许第(2)(b)段或第(2)(c)段所述的任何活动由其金融服务提供者在与公共实体或金融服务提供者竞争的情况下开展，“服务”应包括此类活动。
4. 第8章（服务贸易）第2条(q)（定义）不适用于本附件涵盖的服务。

Article 2
Definitions

For the purposes of this Annex:

- (a) a **financial service** is any service of a financial nature offered by a financial service supplier of a Party. Financial services include all insurance and insurance-related services, and all banking and other financial services (excluding insurance). Financial services include the following activities:

Insurance and insurance-related services

- (i) Direct insurance (including co-insurance):
 - (A) life; and
 - (B) non-life;
- (ii) Reinsurance and retrocession;
- (iii) Insurance intermediation, such as brokerage and agency; and
- (iv) Services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services.

Banking and other financial services (excluding insurance)

- (v) Acceptance of deposits and other repayable funds from the public;
- (vi) Lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction;

第二条
定义

就本附件而言：

- (a) 金融服务是指一方金融服务提供者提供的任何具有金融性质的服务。金融服务包括所有保险和保险相关服务，以及所有银行及其他金融服务（不包括保险）。金融服务包括以下活动：

保险和保险相关服务

- (i) 直接保险（包括共同保险）：
 - (A) 人寿；和
 - (B) 非人寿；
- (ii) 再保险和分保；
- (iii) 保险中介，such as 经纪和代理；和
- (iv) 保险辅助服务，例如 咨询、精算、风险评估和 理赔服务。

银行及其他金融服务（不包括保险）

- (v) 存款接受和从公众处获得的其它可偿还资金；
- (vi) 所有类型的贷款，包括消费者信用、抵押信用、 保理和商业交易融资；

- (vii) Financial leasing;
- (viii) All payment and money transmission services, including credit, charge and debit cards, travellers' cheques and bankers drafts;
- (ix) Guarantees and commitments;
- (x) Trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:
 - (A) money market instruments (including cheques, bills, certificates of deposits);
 - (B) foreign exchange;
 - (C) derivative products including, but not limited to, futures and options;
 - (D) exchange rate and interest rate instruments, including products such as swaps, forward rate agreements;
 - (E) transferable securities; and
 - (F) other negotiable instruments and financial assets, including bullion;
- (xi) Participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;

- (vii) 金融租赁;

(viii) 所有支付和资金转移服务, 包括信用卡、借记卡和记账卡、旅行支票和银行汇票; (ix) 担保和承诺; (x) 为自己账户或为客户账户进行交易, 无论是在交易所、场外市场或其他方式, 包括以下: (A) 货币市场工具 (包括支票、汇票、存款证明); (B) 外汇; (C) 衍生产品, 包括但不限于期货和期权; (D) 汇率和利率工具, 包括掉期、远期利率协议等产品; (E) 可转让证券; 以及 (F) 其他可转让票据和金融资产, 包括贵金属;

(xi) 参与各种证券发行, 包括作为代理人进行承销和分销 (无论是否面向公众) 以及提供与发行相关的服务;

- (xii) Money broking;
 - (xiii) Asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;
 - (xiv) Settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;
 - (xv) Provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services; and
 - (xvi) Advisory, intermediation and other auxiliary financial services on all the activities listed in Subparagraphs (v) to (xv), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy;
- (b) a **financial service supplier** means any natural or juridical person of a Party wishing to supply or supplying financial services but the term “financial service supplier” does not include a public entity;
- (c) **public entity** means:
- (i) a government, a central bank or a monetary authority, of a Party, or an entity owned or controlled by a Party, that is principally engaged in carrying out governmental functions or activities for

- (xii) 资金中介;
- (xiii) 资产管理, 例如现金管理或投资组合管理、所有形式的集合投资管理、养老金管理、托管、存款和信托服务; (xiv) 金融资产的结算和清算服务, 包括证券、衍生产品和其他可转让票据; (xv) 金融信息提供和转移, 以及其他金融服务供应商提供的金融数据处理和相关软件; 以及 (xvi) 关于第 (v) 至 (xv) 段所列活动的建议、中介和其他辅助金融服务, 包括信用参考和分析、投资和投资组合研究及建议、关于收购的建议、关于公司重组和战略的建议;

(b) 金融服务提供者是指任何一方希望提供或正在提供金融服务的自然人或法人, 但术语“金融服务提供者”不包括公共实体;

(c) 公共实体是指:

- (i) 一方政府、中央银行或货币当局, 或一方拥有或控制的企业, 其主要从事为政府目的执行政府职能或活动, 不包括主要从事商业金融服务供应的企业; 或

governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms; or

- (ii) a private entity, performing functions normally performed by a central bank or monetary authority, when exercising those functions; and

(d) **self-regulatory organisation:**

- (i) in the case of Australia and New Zealand, means any non-governmental body, including any securities or futures exchange or market, clearing or payment settlement agency, or other organisation or association that exercises its own or delegated regulatory or supervisory authority over financial service suppliers or financial institutions; and
- (ii) in the case of ASEAN Member States, means any non-governmental body, including any securities or futures exchange or market, clearing or payment settlement agency, other organisation or association that is recognised by legislation as a self-regulatory organisation and exercises regulatory or supervisory authority over financial service suppliers or financial institutions pursuant to legislation or delegation from central, regional or local governments or authorities.

**Article 3
Domestic Regulation**

1. Notwithstanding any other provision of this Agreement, a Party shall not be prevented from taking measures for

一方政府、中央银行或货币当局，或一方拥有或控制的企业，其主要从事为政府目的执行政府职能或活动，不包括主要从事商业金融服务供应的企业；或

- (ii) 私营实体，在行使中央银行或货币当局通常履行的职能时；以及

(d) 自律组织：

- (i) 在澳大利亚和新西兰的情况下，指任何非政府机构，包括任何证券或期货交易所或市场、清算或支付结算机构，或其他行使自身或被授权的监管或监督权对金融服务提供者或金融机构的组织或协会；以及
- (ii) 在东盟成员国的情况下，指任何非政府机构，包括任何证券或期货交易所或市场、清算或支付结算机构、其他组织或协会，该组织或协会根据立法被认定为自律组织，并根据立法或中央、区域或地方政府的授权行使对金融服务提供者或金融机构的监管或监督权。

第3条 国内监管

1. 不论本协定有任何其他规定，一方不应被阻止采取措施以

prudential reasons, including for the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by a financial service supplier, or to ensure the integrity and stability of the financial system or to ensure the stability of the exchange rate¹ subject to the following:

- (a) where such measures do not conform with the provisions of this Agreement, they shall not be used as a means of avoiding the Party's commitments or obligations under this Agreement;
- (b) for measures to ensure the stability of the exchange rate such measures shall be no more than necessary and phased out when conditions no longer justify their institution or maintenance; and
- (c) for measures to ensure the stability of the exchange rate such measures shall be applied on a most-favoured-nation basis.

2. Nothing in this Agreement shall be construed to require a Party to disclose information relating to the affairs and accounts of individual customers or any confidential or proprietary information in the possession of public entities.

**Article 4
Recognition**

1. A Party may recognise prudential measures of any international standard setting body, another Party, or a non-Party in determining how the Party's measures relating to financial services shall be applied. Such recognition, which may be achieved through harmonisation or otherwise, may be based upon an agreement or arrangement with the

¹ The measures to ensure the stability of the exchange rate shall not be adopted or maintained for the purpose of protecting a particular sector.

审慎理由，包括为投资者、存款人、保单持有人或金融服务提供者应承担信托责任的个人提供保护，或为确保金融体系的完整性和稳定性，或为确保汇率稳定¹，但需遵守以下规定：

- (a) 其中此类措施不符合本协议的规定，则不得将其作为规避该方在本协议项下承诺或义务的手段；
- (b) 为确保汇率稳定而采取的措施不得超过必要限度，并在条件不再需要其设立或维护时逐步淘汰；以及(c) 为确保汇率稳定而采取的措施应按最惠国待遇原则适用。

2. 本协议任何条款均不得解释为要求缔约方披露与个别客户事务和账目相关的信息，或披露公共实体持有的任何机密或专有信息。

**第4条 承
认**

1. 一方可以承认任何国际标准制定机构、另一方或非缔约方的审慎措施，以确定缔约方与金融服务相关的措施应如何应用。这种承认，可以通过协调或其他方式实现，可以基于与该国际标准制定机构、另一方或相关非缔约方的协议或安排，或可以自主给予。

¹ 为确保汇率稳定而采取的措施不得为保护特定行业。

international standard setting body, another Party, or a non-Party concerned or may be accorded autonomously.

2. A Party that is a party to such an agreement or arrangement referred to in Paragraph 1, whether future or existing, shall afford adequate opportunity for other interested Parties to negotiate their accession to such agreements or arrangements, or to negotiate comparable ones with it, under circumstances in which there would be equivalent regulation, oversight, implementation of such regulation, and, if appropriate, procedures concerning the sharing of information between the parties to the agreement or arrangement.

3. Where a Party accords recognition autonomously, it shall afford adequate opportunity for any other Party to demonstrate that such circumstances as referred to in Paragraph 2 exist.

Article 5
Regulatory Transparency

1. The Parties recognise that transparent measures governing the activities of financial institutions and cross-border financial service suppliers are important in facilitating their ability to gain access to and operate in each other's market.

2. Each Party shall ensure that measures of general application adopted or maintained by a Party are promptly published or otherwise made publicly available.²

3. Each Party shall take such reasonable measures as may be available to it to ensure that the rules of general application adopted or maintained by self-regulatory

² For greater certainty, the Parties agree that such information may be published in each Party's chosen language.

国际标准制定机构、另一方或相关非缔约方，或可以自主给予。

2. 第1段所述协议或安排的一方，无论是现有的还是未来的，均应给予其他有关方充分的机会，以在存在等效监管、监督、此类监管的实施以及，如适用，协议或安排缔约方之间的信息共享程序等情况下，谈判加入此类协议或安排，或与其谈判可比较的协议或安排。

3. 当一方自主给予承认时，应给予任何其他方充分的机会，以证明第2段所述情况存在。

第5条 监管透明度

1. 各方承认，规范金融机构和跨境金融服务提供者活动的透明措施，对于促进其进入和经营对方市场的能力至关重要。

2. 每一方应确保由一方采纳或维持的一般性措施均及时公布或以其他方式向公众提供。²

3. 每一缔约方应采取其所能采取的合理措施，以确保该缔约方所采纳或维持的自律组织的通用规则得到及时公布或以其他方式向公众公开。

² 为明确起见，各方同意此类信息可以以每一方的选择的语言公布。

organisations³ of the Party are promptly published or otherwise made publicly available.⁴

4. Each Party shall maintain or establish appropriate mechanisms for responding to inquiries from interested persons of another Party regarding measures of general application to which this Annex applies.⁵

5. Each Party’s regulatory authorities shall use its best endeavours to make available to interested persons of another Party their requirements, including any documentation required, for completing applications relating to the supply of financial services.

6. On the request of an applicant in writing, regulatory authorities of a Party shall inform the applicant of the status of its application in writing. If an authority requires additional information from the applicant, it shall notify the applicant without undue delay.

7. Each Party’s regulatory authorities shall make administrative decisions on a completed application of a financial service supplier of another Party seeking to supply a financial service in that Party’s territory within 180 days and shall notify the applicant of the decision in writing without undue delay:

- (a) an application shall not be considered complete until all relevant proceedings are conducted and the regulatory authorities consider all necessary information is received;

³ This Paragraph only applies to a Party when that Party has established self-regulatory organisations.

⁴ For greater certainty, the Parties agree that such information may be published in each Party’s chosen language.

⁵ The Parties confirm their shared understanding that interested persons in this Article should only be persons whose direct financial interest could be potentially affected by the adoption of the regulations of general application.

组织³ 的规则⁴

4. 每一方应维持或建立适当的机制，以回应另一方利益相关者关于本附件适用的措施的一般性询问。⁵

5. 每一方的监管机构应尽其最大努力，向另一方的利益相关者提供其完成与金融服务供应相关的申请的要求，包括所需任何文件。

6. 在申请人书面请求的情况下，一方的监管机构应以书面形式通知申请人其申请的状态。如果监管机构需要申请人提供更多信息，则应在合理期限内通知申请人。

7. 每一方的监管机构应在另一方金融服务供应商完成申请，并寻求在该方领土内供应金融服务之日起180天内做出行政决定，并应在合理期限内以书面形式通知申请人该决定：

- (a) 一个申请在所有相关诉讼进行完毕且监管机构认为所有必要信息已收到之前不应被视为完整；

³ 本段落仅适用于已建立自我监管组织的另一方。⁴ 为明确起见，缔约方同意此类信息应以每一方选择的语言发布。⁵ 缔约方确认其共同理解，本条款中的利益相关者应仅指其直接财务利益可能受一般性法规采纳影响的个人。

- (b) where it is not practicable for a decision to be made within 180 days, the regulatory authority shall notify the applicant without delay and shall endeavour to make the decision within a reasonable time thereafter.

8. On the request of an unsuccessful applicant in writing, a regulatory authority that has denied an application shall endeavour to inform the applicant of the reasons for denial of the application in writing.

Article 6 Financial Services Exceptions

Nothing in this Chapter shall be construed to prevent the adoption or enforcement by a Party of measures necessary to secure compliance with laws or regulations that are not inconsistent with this Chapter, including those relating to the prevention of deceptive and fraudulent practices or to deal with the effects of a default on financial services contracts, subject always to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where like conditions prevail, or a disguised restriction on investment in financial institutions or trade in financial services.

Article 7 Transfers of Information and Processing of Information

1. A Party shall not take measures that:
 - (a) prevent transfers of information, including transfers of data by electronic means, necessary for the conduct of the ordinary business of a financial service supplier;

- (b) 如果在180天内做出决定不切实际，监管机构应立即通知申请人，并应努力在合理时间后做出决定。

8. 在不成功的申请人书面请求的情况下，已经拒绝一项申请的监管机构应当尽力以书面形式告知申请人拒绝申请的原因。

第6条 金融服务例外

本章的任何规定均不得解释为禁止一方采取为确保证据与本章不一致的法律或法规相一致的必要措施，包括防止欺骗和欺诈行为或处理金融服务合同违约后果的措施，但始终要求此类措施不得以构成对类似条件下国家之间任意或不公正的歧视手段或对金融机构投资或金融服务贸易的伪装限制的方式实施。

第7条 信息转移和信息处理

1. 一方不得采取的措施：
 - (a) 阻止信息转移，包括电子数据转移，这些转移对金融服务提供者的普通商业活动是必要的；

- (b) prevent the processing of information necessary for the conduct of the ordinary business of a financial service supplier; or
- (c) prevent transfers of equipment necessary for the conduct of the ordinary business of a financial service supplier, subject to importation rules consistent with international agreements.

2. Nothing in Paragraph 1:

- (a) restricts the right of a Party to protect personal data, personal privacy and the confidentiality of individual records and accounts including in accordance with its domestic laws and regulations so long as such right shall not be used as a means of avoiding the Party's commitments or obligations under this Agreement;
- (b) prevents a regulator of a Party for regulatory or prudential reasons from requiring a financial service supplier in its territory to comply with domestic regulation in relation to data management and storage and system maintenance, as well as to retain within its territory copies of records; or
- (c) shall be construed to require a Party to allow the cross-border supply or the consumption abroad of services in relation to which it has not made specific commitments, including to allow non-resident suppliers of financial services to supply, as a principal, through an intermediary or as an intermediary, the provision and transfer of financial information and financial data processing as referred to in Article 2(a)(xv) (Definitions).

(b) 阻止对金融服务提供者的普通商业活动必要的信息处理；或 (c) 阻止设备转移，这些转移对金融服务提供者的普通商业活动是必要的，但需遵守与国际协议一致的进口规则。

2. 第1段：

- (a) 限制一方保护个人数据、个人隐私以及个人记录和账户的保密性的权利，只要该权利不被用作规避本协定项下该方承诺或义务的手段，并且该保护应符合其国内法律法规；
- (b) 阻止一方监管机构出于监管或审慎原因，要求其在领土内的金融服务提供者遵守有关数据管理和存储以及系统维护的国内法规，以及要求其在领土内保留记录的副本；或
- (c) 应被解释为要求一方允许跨境供应或海外消费其未作出具体承诺的服务，包括允许非居民金融服务供应商作为主要供应商，通过中介或作为中介，提供和转移第2(a)(xv)条（定义）中所述的金融信息和金融数据处理。

Article 8
Dispute Settlement

Members of arbitral tribunals established pursuant to Chapter 17 (Consultations and Dispute Settlement) for disputes on prudential issues and other financial matters shall have the necessary expertise relevant to the specific financial service under dispute.

第8条 争端解决

根据第17章（磋商和争端解决）设立的仲裁庭成员，对于审慎问题和其他金融事项的争端，应具备与争议中的特定金融服务相关的必要专业知识。

ANNEX ON TELECOMMUNICATIONS

Article 1
Scope and Coverage

- 1. This Annex applies to measures by a Party affecting trade in public telecommunications transport networks and services.
- 2. Notwithstanding Paragraph 1, this Annex shall not apply to measures by a Party affecting the distribution of broadcasting and audio-visual services, as defined in each Party’s domestic legal framework.
- 3. Nothing in this Annex shall be construed to require a Party to allow the supply of public telecommunications transport networks or services in relation to which it has not made specific commitments under this Chapter.

Article 2
Definitions

For the purposes of this Annex:

- (a) **co-location (physical)** means access to space in order to install, maintain or repair equipment at premises owned or controlled and used by a major supplier to supply public telecommunications transport services;
- (b) **cost-oriented** means based on cost, and may include a reasonable profit, and may involve different cost methodologies for different facilities or services;
- (c) **essential facilities** means facilities of a public telecommunications transport network or service that:

电信附件

第二条 范围和适用范围

- 1. 本附件适用于一方影响公共电信传输网络和服务贸易的措施。
- 2. 尽管有第1段规定，本附件不适用于一方影响根据各缔约方法律框架定义的广播和视听服务分销的措施。
- 3. 本附件中的任何内容均不得解释为要求一方允许其在本章下未作出具体承诺的公共电信传输网络或服务供应。

第二条
定义

根据本附件的规定：

- (a) 共址（物理）是指空间接入以便在主要供应商拥有、控制和使用以供应公共电信传输服务的场所安装、维护或修理设备；
- (b) 成本导向是指基于成本，并可能包括合理利润，并可能针对不同设施或服务采用不同的成本方法； (c) 基本设施是指公共电信传输网络或服务中的设施，其：

- (i) are exclusively or predominantly provided by a single or limited number of suppliers; and
 - (ii) cannot feasibly be economically or technically substituted in order to provide a service;
- (d) **facilities-based suppliers** means suppliers of public telecommunications transport networks or services that:
- (i) are licensed carriers in Australia;
 - (ii) are classified as Access Seekers in accordance with the Telecommunications Act 2001 as amended from time to time in New Zealand;
 - (iii) are the Infrastructure Provider for the Telecommunication Industry (InTi) licensees in Brunei Darussalam;
 - (iv) are licensed as network facility provider and licensed network services provider under domestic law in Cambodia;
 - (v) are licensed as telecommunication network provider in Indonesia;
 - (vi) are authorised to establish an enterprise to provide telecommunications service under the Telecommunications Act of 2001 in Lao PDR;
 - (vii) are licensed as Network Facilities Provider and Network Services Provider in Malaysia;

- (i) 仅由一个或少数几个供应商提供；并且 (ii) 无法在经济或技术上可行地替代以提供服务；

(d) 设施型供应商是指公共电信传输网络或服务的供应商，其：

- (i) 是澳大利亚的许可运营商； (ii) 根据新西兰不时修订的《2001年电信法》被归类为接入寻求者； (iii) 是文莱达鲁萨兰国电信行业（InTi）许可人的基础设施提供者； (iv) 在柬埔寨根据国内法被许可为网络设施提供者和许可网络服务提供者； (v) 在印度尼西亚被许可为电信网络提供者； (vi) 根据老挝人民民主共和国的《2001年电信法》被授权建立企业以提供电信服务； (vii) 在马来西亚被许可为网络设施提供者和网络服务提供者；

- (viii) are telecommunications operators licensed as network facility provider and/or network service provider; and operators authorised by the Ministry of Communications, Posts and Telegraphs to provide facility based services in Myanmar;
 - (ix) are licensed public telecommunications entities as defined in the Public Telecommunications Policy Act of the Philippines;
 - (x) are facilities-based operators in Singapore;
 - (xi) are duly licensed under domestic law as facilities-based supplier in Thailand; and
 - (xii) are facilities-based operators duly licensed in Viet Nam;
- (e) **interconnection** means linking with suppliers providing public telecommunications transport networks or services in order to allow the users of one supplier to communicate with users of another supplier and to access services provided by another supplier;
- (f) **leased circuits** ¹ means telecommunications facilities between two or more designated points that are set aside for the dedicated use of, or availability to, a particular user;
- (g) **major supplier** means a supplier which has the ability to materially affect the terms of participation, having regard to price and supply, in the relevant market for the supply of public

¹ In the case of Thailand, “leased circuits” means telecommunications facilities between two designated points that are set aside for the dedicated use of, or availability to, a particular user.

(viii) 是获得许可的电信运营商作为网络设施提供者和/或网络服务提供者；以及通信、邮政和电报部授权在缅甸提供设施型服务的运营商；

(ix) 是获得许可的公共电信实体，如菲律宾公共电信政策法案中定义的那样；

(x) 是新加坡的设施型运营商；(xi) 根据泰国国内法获得许可，作为设施型供应商；以及 (xii) 在越南获得许可的设施型运营商；

(e) 互联互通是指与提供公共电信传输网络或服务的供应商连接，以便一个供应商的用户能够与另一个供应商的用户通信，并访问另一个供应商提供的服务；

(f) 租用电路 ¹ 是指两个或多个指定点之间的电信设施，这些设施为特定用户保留专用使用或可用性；

(g) 主要供应商是指一个供应商，其有能力实质性影响参与条款，考虑到价格和供应，在公共电信传输网络或服务，或其部分的相关市场中，作为以下结果：

¹ 在泰国的情况下，“租用电路”是指两个指定点之间的电信设施，这些设施被保留用于特定用户的专用使用或可用性。

telecommunications transport networks or services, or parts thereof, as a result of:	电信传输网络或服务，或其部分，作为以下原因的结果：
(i) control over essential facilities; or	(i) 对基本设施的控制权；或 (ii) 使用其
(ii) use of its position in the market;	市场地位；
(h) non-discriminatory means treatment no less favourable than that accorded to any other user of like public telecommunications transport networks or services in like circumstances;	(h) 非歧视性待遇不低于给予任何其他类似公共电信传输网络或服务且情况相同的用户。
(i) public telecommunications transport network means the public telecommunications infrastructure which permits telecommunications between and among defined network termination points;	(i) 公共电信传输网络是指允许在定义的网络终端点之间进行电信的公共电信基础设施；
(j) public telecommunications transport service means any telecommunications transport service required, explicitly or in effect, by a Party to be offered to the public generally. Such services may include, <i>inter alia</i> , telegraph, telephone and data transmission typically involving the real-time transmission of customer-supplied information between two or more points without any end-to-end change in the form or content of the customer's information;	(j) 公共电信传输服务指任何一方明确或实际上需要提供给公众的电信传输服务。此类服务可能包括电报、电话和数据传输，通常涉及在两个或多个点之间实时传输用户提供的信令，且用户信息的形式或内容在任何端到端传输过程中均无变化；
(k) telecommunications means the transmission and reception of signals by any electromagnetic means;	(k) 电信指信号传输和接收，通过任何电磁方式；
(l) telecommunications regulatory body means any body or bodies in the territory of a Party which is or are responsible, under the Party's domestic legal framework, for the regulation of telecommunications; and	(l) 电信监管机构指一方领土内负有电信监管责任的任何个人或实体；以及

(m) **user** means service consumers and service suppliers.

Article 3
Transitional Arrangements

Noting each Party's different stage of development, and noting each Party's commitments under GATS, a Party may delay the application of Article 4 (Competitive Safeguards), Article 6 (Interconnection), Article 7 (Co-location), Article 8 (Leased Circuits Services) and Article 9.2 (Resolution of Disputes) in accordance with the timetable set out in this Annex's Appendix on Transitional Arrangements.

Article 4
Competitive Safeguards

1. Subject to Article 3 (Transitional Arrangements), each Party shall prevent suppliers of public telecommunications transport networks or services who, alone or together, are major suppliers in its territory, from engaging in or continuing anti-competitive practices.
2. The anti-competitive practices referred to in this Article shall include:
 - (a) engaging in anti-competitive cross-subsidisation;
 - (b) using information obtained from competitors with anti-competitive results; and
 - (c) not making available to other suppliers of telecommunications transport networks or services, in a timely fashion, technical information about essential facilities or commercially relevant information, which is necessary for such suppliers to provide public telecommunications transport networks or services.

(m) 用户指服务消费者和服务供应商。

第3条过渡性安排

考虑到各方的不同发展阶段，并考虑到各方根据《服务贸易总协定》作出的承诺，一方可以根据本附件中关于过渡性安排附录中规定的时间表，推迟适用第4条（竞争性保障措施）、第6条（互联互通）、第7条（共同选址）、第8条（租用电路服务）和第9.2条（争端解决）。

第4条（竞争性保障措施）

1. 除非遵守第3条（过渡性安排），否则每一方应防止在其领土内单独或共同构成主要供应商的公共电信传输网络或服务的供应商从事或继续从事反竞争行为。
2. 本条所指的反竞争行为包括：
 - (a)从事反竞争交叉补贴；(b)使用从竞争对手处获取的、具有反竞争结果的信息；以及(c)未及时向其他公共电信传输网络或服务的供应商提供关于基本设施或商业相关信息的技术信息，而这些信息对于此类供应商提供公共电信传输网络或服务是必要的。

Article 5
Licensing

1. Each Party shall ensure that, where a licence is required, all measures relating to the licensing of suppliers of public telecommunications transport networks or services in its territory are published or, where publication is not practicable, otherwise made publicly available, including:
- (a) circumstances in which a licence is required;
 - (b) licence application procedures;
 - (c) criteria used to assess licence applications;
 - (d) standard terms and conditions applicable to licences;
 - (e) the period of time normally required to reach a decision concerning a licence application;
 - (f) the cost of and/or fees for applying for and/or obtaining a licence; and
 - (g) the period of validity of a licence.
2. Each Party shall ensure that the reasons for the denial of a licence are made known to an applicant upon request.

Article 6
Interconnection²

1. Subject to Article 3 (Transitional Arrangements), each Party shall ensure that major suppliers in its territory provide

² For the sake of clarity, nothing in this Article shall be construed to require Thailand or Viet Nam to allow cross-border supply of public telecommunications transport networks or services in relation to which it has not made specific commitments under this Chapter.

第5条
许可

1. 每一方应确保，在需要许可证的情况下，其领土内与许可公共电信传输网络或服务的供应商相关的所有措施均予以公布，或在公布不可行的情况下以其他方式公开可用，包括：
- (a) 需要许可的情况；(b) 许可申请程序；(c) 用于评估许可申请的标准；(d) 适用于许可的标准条款和条件；(e) 通常需要的时间段以决定许可申请；(f) 申请和/或获得许可的费用和/或费用；以及(g) 许可的有效期。
2. 每个缔约方应确保，在申请人要求时，告知其许可拒绝的理由。

第6条 互联互通²

1. 根据第3条（过渡安排），每一缔约方应确保其领土内的主要供应商向其他方的公共电信传输网络或服务供应商在其主要供应商网络中的任何技术可行点提供互联互通。此类互联互通应为：

² 为明确起见，本条款的任何内容均不得解释为要求泰国或越南允许跨境供应公共电信传输网络或其未在本章下作出具体承诺的相关服务。

interconnection to suppliers of public telecommunications transport networks or services of other Parties at any technically feasible point in the major supplier's network. Such interconnection shall be:

- (a) provided in a timely fashion, on terms and conditions (including technical standards and specifications), and at cost-oriented rates, that are reasonable (having regard to economic feasibility), non-discriminatory and transparent;
- (b) sufficiently unbundled, such that the supplier of public telecommunications transport networks or services seeking interconnection need not pay for network components or facilities that it does not require for the service to be provided;
- (c) of a quality no less favourable than that provided for the major supplier's own like services, or for like services of non-affiliated service suppliers, or for its subsidiaries or other affiliates; and
- (d) provided upon request, at points in addition to the network termination points offered to the majority of users, subject to charges that reflect the cost of construction of necessary additional facilities.

2. Each Party shall ensure that the terms, conditions and rates (including technical standards and specifications) for interconnection between major suppliers in its territory and suppliers of public telecommunications transport networks or services of other Parties are able to be established (at least):

- (a) through commercial negotiation; or
- (b) by reference to a set of standard terms, conditions and rates that the major supplier offers generally to other suppliers of public telecommunications transport networks or

互联互通。此类互联互通应为：

- (a) 及时提供，在条款和条件（包括技术标准和规范）下，以成本导向费率，且该费率是合理的（考虑到经济可行性），非歧视性的和透明的；(b) 充分解束，以至于寻求互联互通的公共电信传输网络或服务的供应商无需为其不要求用于提供服务而支付的网络组件或设施费用；(c) 质量不低于主要供应商自身的同类服务，或非关联服务供应商的同类服务，或其子公司或其他关联方的同类服务；以及(d) 在除向大多数用户提供网络终端点之外的位置，根据要求提供，且费用反映必要附加设施建设成本。

2. 每个缔约方应确保其领土内主要供应商之间以及与其他方的公共电信传输网络或服务供应商之间的互联互通的条款、条件和费率（包括技术标准和规范）能够建立（至少）：

- (a) 通过商业谈判；或 (b) 参照主要供应商通常提供给其他公共电信传输网络或服务的供应商的标准条款、条件和费率，这些条款、条件和费率由电信监管机构批准或规定。

services, and that are approved or set out by a telecommunications regulatory body.

3. Each Party shall ensure that the procedures for interconnection with major suppliers in its territory are published or otherwise made publicly available.

Article 7
Co-location

1. Subject to Article 3 (Transitional Arrangements), each Party shall ensure that major suppliers in its territory:

- (a) provide to suppliers of public telecommunications transport networks or services of other Parties that are facilities-based suppliers in the territory of that Party, physical co-location of equipment necessary for interconnection; and
- (b) in situations where physical co-location referred to in Subparagraph (a) is not practical for technical reasons or because of space limitations, co-operate with suppliers of public telecommunications transport networks or services of other Parties that are facilities-based suppliers in the territory of that Party, to find and implement a practical and commercially viable alternative solution.³

2. Each Party shall ensure that major suppliers in its territory provide the physical co-location or practical and commercially viable alternative solution referred to in Paragraph 1 in a timely fashion and on terms and conditions (including technical standards and specifications), and at

³ Such solutions may include:
(a) permitting facilities-based suppliers to locate equipment in a nearby building and to connect such equipment to the major supplier's network;
(b) conditioning additional equipment space or virtual co-location;
(c) optimising the use of existing space; and
(d) finding adjacent space.

这些条款、条件和费率由电信监管机构批准或规定。

3. 每个缔约方应确保其领土内与主要供应商互联互通的程序予以公布或以其他方式向公众公开。

第7条 共
同定位

根据第3条（过渡安排），每一缔约方应确保其领土内的主要供应商：

- (a) 向公众电信供应商提供
运输网络或其他缔约方在相关缔约方领土内作为
设施型供应商提供的服务，用于互联互通的设备
的物理共址；以及
- (b) 在物理共址（如第(a)款所述）因技术原因或空间限制而不可行的情况下，与该缔约方领土内作为设施型供应商的其他方的公共电信传输网络或服务供应商合作，以寻找并实施一个切实可行且商业上可行的替代方案。³

2. 每一方应确保其领土内的主要供应商及时提供第1段所述的物理共址或实用且商业上可行的替代方案，并按照条款和条件（包括技术标准和规范），以及

³ 此类解决方案可能包括：(a) 允许设施型供应商将设备放置在附近建筑中，并将该设备连接到主要供应商的网络；(b) 条件附加设备空间或虚拟共址；(c) 优化现有空间的使用；(d) 寻找相邻空间。

rates, that are reasonable (having regard to economic feasibility), non-discriminatory and transparent.

3. Each Party may determine, in accordance with its domestic laws and regulations, the locations at which it requires major suppliers in its territory to provide the physical co-location or the practical and commercially viable alternative solutions referred to in Paragraph 1.

Article 8
Leased Circuits Services

Subject to Article 3 (Transitional Arrangements), each Party shall, unless it is not technically feasible, ensure that major suppliers in its territory make leased circuits services (that are public telecommunications transport services) available to suppliers of public telecommunications transport networks or services of other Parties in a timely fashion and on terms and conditions (including technical standards and specifications), and at rates, that are reasonable (having regard to economic feasibility), non-discriminatory and transparent.

Article 9
Resolution of Disputes

1. Each Party shall ensure that a supplier of public telecommunications transport networks or services of another Party who requests interconnection with a major supplier that is authorised to supply public telecommunications transport networks or services in the Party's territory has recourse to a telecommunications regulatory body to resolve disputes in relation to such interconnection, including in relation to terms, conditions or rates:

- (a) within a reasonable period of time, according to a procedure that has been published or otherwise made publicly available; and

费率，这些费率应是合理的（考虑到经济可行性）、非歧视性的和透明的。

3. 各缔约方应根据其国内法律法规，自行确定在其领土内要求主要供应商提供物理共址或第1段所述的实用且商业上可行的替代方案的地点。

第8条 租用电路服务

在不违反第3条（过渡安排）的前提下，除非技术上不可行，每一缔约方应确保其领土内的主要供应商及时向其他方的公共电信传输网络或服务供应商提供租用电路服务（作为公共电信传输服务），其条款和条件（包括技术标准和规范）以及费率应为合理的（兼顾经济可行性）、非歧视性的和透明的。

第9条 争议解决

1. 每一缔约方应确保，请求与在其领土内被授权提供公共电信传输网络或服务的另一方主要供应商进行互联互通的公共电信传输网络或服务供应商，能够向电信监管机构寻求解决有关此类互联互通的争议，包括与条款、条件或费率有关的争议：

- (a) 在合理期限内，根据已发布或以其他方式向公众公开的程序；以及

(b) at the request of the affected supplier of public telecommunications transport networks or services of the other Party.

2. Subject to Article 3 (Transitional Arrangements), each Party shall ensure that a supplier of public telecommunications transport networks or services of another Party who requests co-location with or leased circuits services from a major supplier that is authorised to supply public telecommunications transport networks or services in the Party's territory has recourse to a telecommunications regulatory body or a competition regulatory body to address issues in relation to such co-location or leased circuits services, including in relation to terms, conditions or rates:

- (a) within a reasonable period of time, according to a procedure that has been published or otherwise made publicly available; and
- (b) at the request of the affected supplier of public telecommunications transport networks or services of the other Party.

3. Each Party shall ensure that its telecommunications regulatory body or bodies provide, upon request by a supplier of public telecommunications transport networks or services of another Party, a written explanation of any decision by a telecommunications regulatory body that affects the supplier of public telecommunications transport networks or services of the other Party, unless such explanation is otherwise publicly available.

Article 10
Transparency

Each Party shall endeavour to make information that the Party is required to publish or make publicly available

(b) 应另一方受影响的公共电信传输网络或服务的供应商的要求。

2. 根据第3条（过渡安排），每一缔约方应确保，任何一方公共电信传输网络或服务的供应商，若请求与另一方被授权在缔约方领土内供应公共电信传输网络或服务的供应商共同定位或租用电路服务，则有权向电信监管机构或竞争监管机构寻求救济，以解决与该共同定位或租用电路服务相关的问题，包括与条款、条件或费率相关的问题：

- (a) 在合理期限内，根据已公布或以其他方式向公众提供的使用程序；以及 (b) 应另一方公共电信传输网络或服务受影响供应商的要求。

3. 每一缔约方应确保其电信监管机构或机构，在另一方公共电信传输网络或服务的供应商提出请求时，提供电信监管机构作出的影响该另一方公共电信传输网络或服务供应商的任何决定的书面解释，除非该解释以其他方式向公众提供。

第10条 透明度

每一缔约方应努力使其被要求发布或公开可用的信息

pursuant to this Annex available on the internet.

Article 11
Telecommunications Regulatory Body

1. Each Party shall establish or maintain, as part of its domestic legal framework, a telecommunications regulatory body.
2. Each Party shall ensure that every telecommunications regulatory body that it establishes or maintains is separate from, and not accountable to, any supplier of public telecommunications transport networks or services.
3. Each Party shall ensure that the functions and responsibilities of the telecommunications regulatory body or bodies, which shall include enforcement of the commitments set out in Article 6 (Interconnection), and all of its decision-making powers, shall be set out in the Party's domestic laws or regulations.
4. Each Party shall ensure that the decisions of, and the procedures used by, its telecommunications regulatory body or bodies are impartial with respect to all interested persons.
5. Each Party shall ensure that any supplier of public telecommunications transport networks or services of another Party that is aggrieved, or whose interests are adversely affected by a determination or decision of a telecommunications regulatory body of that Party, may obtain review of the determination or decision by an administrative, arbitral or judicial tribunal or authority or according to administrative, arbitral or judicial procedures. Where such procedures are not independent of the telecommunications regulatory body, the Party shall ensure that the procedures in fact provide for an objective and impartial review.

根据本附件在互联网上可用。

第11条 电信监管机构

1. 每个缔约方应当在其国内法律框架内建立或维持一个电信监管机构。
2. 每个缔约方应当确保其建立或维持的每一个电信监管机构与公共电信传输网络或服务的任何供应商相互独立，并不对该供应商负责。
3. 每个缔约方应当确保电信监管机构或机构的职能和责任，其应当包括执行第6条（互联互通）中规定的承诺，以及其所有决策权，均应在其国内法律或法规中明确规定。
4. 每个缔约方应当确保其电信监管机构或机构的决定以及所使用的程序对所有利益相关者而言都是公正的。
5. 每一方应确保，任何一方公共电信传输网络或服务的供应商，如受到该方电信监管机构决定或决定的损害，或其利益受到不利影响，均可通过行政、仲裁或司法法庭或机构或根据行政、仲裁或司法程序获得审查。如果此类程序不独立于电信监管机构，该方应确保程序实际上提供客观和公正的审查。

Article 12
Universal Service

Each Party has the right to define the kind of universal service obligation it wishes to maintain. Such obligations, including any cross subsidisation policy set out under each Party’s domestic laws, shall not be regarded as anti-competitive *per se*, provided they are administered in a transparent, non-discriminatory and competitively neutral manner and are not more burdensome than necessary for the kind of universal service defined by the Party.

Article 13
Allocation and Use of Scarce Resources⁴

- 1. Each Party shall administer its procedures for the allocation and use of scarce resources, including frequencies and numbers, in an objective, timely, transparent and non-discriminatory manner.
- 2. Each Party shall publish or otherwise make publicly available the current state of allocated frequency bands.⁵
- 3. Parties are not required to publish identification of frequencies allocated for specific government uses, or to otherwise make them publicly available.

⁴ Decisions on the allocation and assignment of spectrum and frequency management are not measures that are *per se* inconsistent with Article 4 (Market Access) of Chapter 8 (Trade in Services). Accordingly, each Party retains the ability to exercise its spectrum and frequency management policies, which may affect the number of service suppliers, provided that this is done in a manner that is consistent with this Chapter. Each Party also retains the right to allocate frequency bands taking into account existing and future needs.

⁵ Parties are not required to publish information about the allocation of individual frequencies to specific licencees.

第12条 普遍服务

每一方有权定义其希望维持的普遍服务义务类型。此类义务，包括根据每一方国内法律规定的任何交叉补贴政策，只要以透明、非歧视和竞争中立的方式管理，并且不比定义的普遍服务类型所必需的负担更重，则不应被视为反竞争，

第13条 稀缺资源的分配和使用⁴

- 1. 每个缔约方应以客观、及时、透明和非歧视的方式管理其稀缺资源（包括频率和号码）的分配和使用程序。
- 2. 每个缔约方应发布或以其他方式使已分配的频段状态公开可用。⁵
- 3. 缔约方无需公布为特定政府用途分配的频率的识别信息，或以其他方式使其公开可用。

⁴ 关于频谱分配和指派的决策以及频率管理，并非与第8章第4条（市场准入）本身不一致的措施。因此，每个缔约方保留实施其频谱和频率管理政策的权利，这些政策可能会影响服务供应商的数量，但前提是这样做与本章节一致。每个缔约方还保留根据现有和未来需求分配频段的权利。⁵ 缔约方无需公布将单个频率分配给特定许可证持有人的信息。

APPENDIX ON TRANSITIONAL ARRANGEMENTS

Party	Article 4	Article 6	Article 7	Article 8	Article 9.2
Brunei	Obligation to apply from 1 January 2009.	Obligation to apply from 1 January 2009.	Obligation to apply from 1 January 2009.	Obligation to apply from 1 January 2009.	Obligation to apply from 1 January 2009.
Cambodia			Obligation to apply from no later than 3 years after the date of entry into force of this Agreement.	Obligation to apply from no later than 1 year from the date of entry into force of the law on Telecommunication. Cambodia shall endeavour to ensure that the Law on Telecommunication enters into force within 3 years of entry into force of this Agreement.	Obligation to apply from the date of application of Article 7 (for co-location) and 8 (for leased circuit services) respectively.
Laos	Obligation to apply from: (i) Three years after the date of Laos' accession to the WTO; or	Obligation to apply from: (i) Three years after the date of Laos' accession to the WTO; or	Obligation to apply from three years after the date of: (i) Laos' accession to the WTO; or (ii) entry into force of	Obligation to apply from three years after the date of: (i) Laos' accession to the WTO; or (ii) entry into force of	Obligation to apply from three years after the date of: (i) Laos' accession to the WTO; or (ii) entry into force of

Party	Article 4	Article 6	Article 7	Article 8	Article 9.2
	(ii) three years after the date of entry into force of domestic legislation implementing this obligation; whichever is the earlier.	(ii) three years after the date of entry into force of domestic legislation implementing this obligation; whichever is the earlier.	domestic legislation implementing this obligation; whichever is the earlier.	domestic legislation implementing this obligation; whichever is the earlier.	domestic legislation implementing this obligation; whichever is the earlier.
Myanmar	Obligation to apply from the date of completion of the review of current sector policy and regulatory arrangement allowing multi-telco participation in telecommunications services	Obligation to apply from the date of completion of the review of current sector policy and regulatory arrangement allowing multi-telco participation in telecommunications services	Obligation to apply from the date of completion of the review of current sector policy and regulatory arrangement allowing multi-telco participation in telecommunications services	Obligation to apply from the date of completion of the review of current sector policy and regulatory arrangement allowing multi-telco participation in telecommunications services	Obligation to apply from the date the new Telecommunications Law comes into force.

Article 9.2
domestic legislation implementing this obligation; whichever is the earlier.
obligation to apply from the date the new telecommunications Law comes into force.

Party	Article 4	Article 6	Article 7	Article 8	Article 9.2
Singapore	Commits to apply this Article upon the entry into force of this Agreement.	Commits to apply this Article on a reciprocal basis, i.e. Singapore will only give commitments relating to this Article to another Party, if and when the same commitments have been made by that Party.	Commits to apply this Article on a reciprocal basis, i.e. Singapore will only give commitments relating to this Article to another Party, if and when the same commitments have been made by that Party.	Commits to apply this Article on a reciprocal basis, i.e. Singapore will only give commitments relating to this Article to another Party, if and when the same commitments have been made by that Party.	Commits to apply this Article on a reciprocal basis, i.e. Singapore will only give commitments relating to this Article to another Party, if and when the same commitments have been made by that Party.
Thailand ¹	Obligation to apply after the expiration of the last concession contract.	Obligation to apply after the expiration of the last concession contract.	Obligation to apply after the expiration of the last concession contract.	Obligation to apply after the expiration of the last concession contract.	Obligation to apply from the date of entry into force of this Agreement.
Viet Nam			To apply three years after these obligations are duly reflected in Viet Nam's domestic laws and regulations.	To apply three years after these obligations are duly reflected in Viet Nam's domestic laws and regulations.	To apply three years after these obligations are duly reflected in Viet Nam's domestic laws and regulations.

Article 9.2
nmits to apply this cle on a reciprocal is, i.e. Singapore only give mitements relating his Article to ther Party, if and n the same mitements have n made by that ty.
igation to apply n the date of entry force of this eement.
apply three years r these obligations duly reflected in : Nam's domestic s and regulations.

¹ The last concession contract will be expired in the year 2018.