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DRAFT OECD INSTRUMENT ON GOVERNMENT PURCHASING
POLICIES, PROCEDURES AND PRACTICES

Note Received from the OECD Secretariat

This document contains the text of the Draft Instrument on Government Purchasing Policies, Procedures and Practices which the Trade Committee proposes to transmit to the GATT in reply to the request made to the Organization. With a view to this transmittal, the Council's approval for the derestriction of this document has been requested.

It should be noted that this draft is the result of work carried out at the level of experts, and that it does not represent final Government positions.

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DRAFT INSTRUMENT

I. GENERAL PROVISIONS

1. This instrument applies to government purchases of goods and not to service contracts. It nevertheless applies to services which are incidental to the supply of goods and as such included in the price thereof, it being understood that the part of the price representing services should not exceed that of supplies.

2. This instrument is directly applicable to the purchasing entities listed in Annex I (which is subject to revision in accordance with the Final provisions in paragraphs ...). These entities are the national government agencies, or the entities entirely or substantially controlled by national governments in respect of their purchasing policies.(1)

3. In cases where a signatory government does not have the legal power to impose the obligations of this instrument upon public purchasing entities which are not listed in Annex I, that government shall use (its best endeavours) ("usera de tous moyens dont il dispose") with a view to making these entities apply in their purchases the principle of non-discrimination and take the provisions of this instrument into account to the maximum extent possible.(1)

4. This instrument is applicable to any contract of a value of or more (this threshold is subject to revision in accordance with the Final provisions in paragraph).7(2)

4(a) No contract may be divided with the aim of removing it from the scope of the present instrument; in the case of contracts of a recurring nature, or intended to be renewed within a given period, the sum of the initial supply and of those made during the twelve subsequent months shall be taken as a basis.

(1) Given the differences in constitutional, administrative and economic structures between countries, the questions concern the purchasing entities which would be directly submitted to the instrument for each signatory (lists of Annex I to be drawn up), as well as the meaning of the "best endeavours" clause (quoted in the text in both languages, pending the question of equivalence between them) for the other public entities, taking into account the objective of a satisfactory balance of concessions.

(2) Besides the level of the threshold, the question is that of the extent to which it will affect obligations (would it determine the application of the whole instrument or only of certain provisions of it - for that reason the threshold provision will also be found in paragraph 13 thereafter).

5. Nothing in this instrument shall be construed:
- (a) to require any signatory government to furnish any information the disclosure of which it considers contrary to the protection of its essential security interests;
 - b) to prevent any signatory government from taking any action which it considers necessary for the protection of its essential security interests, relating to procurement of arms, ammunition or war materials or to procurement indispensable for national security or for national defence purposes.

6. Subject 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 the same conditions prevail or a disguised restriction on international trade, nothing in this instrument shall be construed to prevent any signatory government to impose or enforce measures necessary to protect public morals, order or safety, necessary to protect human and animal health and life and plant life, necessary to protect industrial and commercial property, or relating to the products of handicapped persons, of philanthropic institutions or of prison labour.

7. This instrument does not apply
- (a) to purchases by purchasing entities falling under this instrument made on behalf of another national government not party to the instrument;
 - (b) to purchases by purchasing entities falling under this instrument made on behalf of and under the specific procedure of an international organization;
 - c) as long as tied aid is practised by the signatory governments, to purchases made in furtherance of aid to less developed countries.

II. PRINCIPLES AND PROCEDURES

8. In accordance with this instrument, signatory governments shall base their purchasing policies, procedures and practices on the principle of non-discrimination against foreign products or suppliers. To this end they shall ensure that within the scope of this instrument purchasing entities comply with the following provisions and that, in particular, these entities shall treat foreign and domestic products or suppliers in a non-discriminatory fashion in soliciting and considering bids and awarding contracts.

9. Existing rules and regulations including standard contract forms and contract clauses shall be published or, in the absence of publication, made available upon request to any signatory government. Whether such rules or regulations exist or not, signatory governments shall at any time be prepared to explain the purchasing methods used to other signatory governments which may so request.

10. "Open" procedures for the purpose of this instrument are defined as those procedures under which all interested suppliers may submit a bid.

"Selective" procedures for the purpose of this instrument are defined as those procedures under which only those suppliers permitted to do so by the purchasing entity may submit a bid.

11. The word "supplier" shall be taken to refer to any legal or natural person who, within his current activities, is in a position to deliver the supplies for which a tender is made.

A supplier who has submitted a bid shall be referred to as a "bidder"; a request by a supplier to be invited to participate in a selective procedure shall be referred to as a "candidature"; the supplier who so applies becomes a "candidate".

12. Provided they adapt their national procedures to the present provisions, purchasing entities shall apply for each contract the procedure which they consider appropriate, with a view to promoting optimum competition among suppliers.

13. The provisions of paragraphs 14 and 16 to 33 are applicable to any contract of a value of or more (this threshold is subject to revision in accordance with the Final provisions in paragraph ...).⁽¹⁾

13(a) No contract may be divided with the aim of removing it from the scope of the present instrument; in the case of contracts of a recurring nature, or intended to be renewed within a given period, the sum of the initial supply and of those made during the twelve subsequent months shall be taken as a basis.

(1) See note to paragraph 4.

14. a) Purchasing entities may award contracts without applying the provisions of paragraphs 16 to 21 and 26 to 31 of this instrument in the following cases. In such cases, however, they shall resort to competition to the maximum extent possible and in a non-discriminatory fashion.

(1) Where, in reply to an open or selective tender, no bids have been submitted or bids submitted have been either collusive or irregular bids or bids not conforming to the essential requirements in the tender, or from suppliers who do not comply with the participation criteria provided for in accordance with the present instrument, on condition, however, that the requirements of the initial tender are not substantially modified in the contract as awarded.

(2) Where, owing to circumstances that could not have been foreseen by the purchasing entity, there is serious urgency for the purchase in question, and the supplies could not be obtained in time by means of open or selective procedures.

(3) Version A. Where the considered purchase is for products or replacement parts having to meet requirements of standardization or interchangeability with already existing equipment provided that highly specialized technical requirements make it impossible to resort to open or selective procedures.

Version B. Where the considered purchase is for additional deliveries by the original supplier which are intended either as part replacement of normal supplies or installations, or as the extension of existing supplies or installations where a change of supplier would compel the contracting authority to purchase equipment having different technical characteristics which would result in incompatibility or disproportionate technical difficulties of operation or maintenance.

(4) Where a product is needed which can be obtained from only one given supplier and for which there is no reasonable substitute product from other domestic or foreign source.

(5) A - when the products concerned are manufactured only for and in the course of research, experiments, study, or development;

B - where production and purchase are undertaken following design, development or research work, and it is impracticable to seek competition for production:

- i) because production contracts must be entered before development has been completed, or
- ii) because, although development has been completed, the requirement is of such a nature that the delay consequent on placing it with a new contractor would be unacceptable, or

(iii) because the purchasing entity has a contractual commitment arising out of the research and development contracts, to consider the reasonable need of the design contractor for production orders to enable him to maintain his manufacturing and design capacity.

6. Where the contract is for goods purchased on the commodity markets of the signatory countries.

(b) The governments which do not regularly publicise details of contracts awarded under this paragraph shall provide the other signatory governments at least annually with information on the use made of this paragraph specifying for each of the contracts so awarded (1) value and kind of goods purchased and (2) citation of sub-paragraph of paragraph 14 under which action was taken the number and value of contracts awarded under each of the sub-paragraphs of paragraph 14.(1)

15. Signatory governments shall preclude the prescription by purchasing entities of any technical characteristics designed to be an obstacle to suppliers of foreign products or to give an advantage to domestic production.

If there is a national regulation of a technical nature, reference shall be made to it in the appropriate manner.

The indication of trade marks or names, patents, designs or types as well as the indication of a specific origin or producer shall be authorised only if there is no other sufficiently precise or intelligible way of describing the object of the procurement, in which case such indications may be allowed, provided that words such as "or equivalent" are added.

The products shall be considered from the viewpoint of their capacity to produce the required performances, irrespective of any possible differences in designation or nomenclature.(2)

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- (1) Although it is admitted that ex post information on the use of paragraph 14 is necessary, this question is linked by some to that of ex post information in general (see note to 33).
- (2) The reservation was expressed that this text might have to be brought into line with that of any international instrument on questions of standardization.

16. For each proposed purchase, the purchasing entities shall publish a notice thereof in at least one publication of wide circulation (*). The list of publications in which this publicity shall be made in each signatory country is given in Annex II.(1)

17. The notice of tender shall contain in each case at least the following information:

(1) In open and selective procedures:

- (a) its date of issue;
- (b) whether the procedure is open or selective;
- (c) the nature and quantity of the goods to be provided;
- (d) the delivery date required, if relevant;
- (e) the address of the body awarding the contract;
- (f) where applicable, the economic and technical requirements, and possibly the financial guarantees which may be required from suppliers for the purposes of the contract in question, in accordance with paragraph 22.

(2) The notice shall also indicate, in open procedures:

- (g) the address and other necessary information for obtaining the specifications and other documents;
- (h) the final date and place for receiving bids;
- (i) the date, hour and place of opening and who will be permitted to attend.

(3) The notice shall also indicate in selective procedures:

- (j) the address and final date for filing candidatures;
- (k) the sort of declaration or document that the supplier should provide together with his candidature, as regards the qualifications required.

(*) This shall be taken to refer to the Official Gazette of the country concerned or to any other easily obtainable publication that the signatory government shall designate for that purpose.

Annex II still has to be established.

(1) Certain reservations remain on the amount of detailed information needed and justified, taking account of the administrative burden implied, in the published notices for selective tenders as provided in paragraphs 16 to 18.

18. The tender documentation shall provide to interested suppliers all necessary information which will permit them to submit responsive bids including:

- (1) in open and selective procedures:
 - (a) the address of the body to which bids should be sent;
 - (b) the address where, and time limit within which, requests for supplementary information may be sent;
 - (c) the language or languages in which bids and bidding documents must be submitted;
 - (d) the length of time during which any bid should be open for acceptance;
 - (e) the indication of information or documents required for establishing the suppliers qualifications, and, where relevant, information regarding any financial guarantees that may be required in accordance with paragraph 22;
 - (f) complete description of products required or of the technical requirements to be fulfilled by the products and, if applicable, any necessary plans, drawings, specifications, instructional materials and any other requirements;
 - (g) the criteria for awarding the contract, with, in particular:
 - (i) any factors other than price that are to be considered in the evaluation of bids;
 - (ii) cost elements to be included in evaluating bid prices, such as transport, insurance and inspection costs, and in the case of foreign products, customs duties and taxes;
 - (h) whether the use of particular sub-contractors will be required for items to be incorporated in the main contract;
 - (i) the manner in which payment will be made.
- (2) The documentation shall also show, in the case of selective procedures:
 - (j) the reference of the published notice;
 - (k) the final date and place for receiving bids;
 - (l) the documents to provide as a proof of, or in addition to, the requirements under 17 3) k).

19. If after issuance of a tender, but before the time set for opening or receipt of bids as specified in the tender documents, it becomes necessary to amend or reissue the tender, the amendment, or the reissued tender shall be given the same circulation as the original documents upon which the amendment is based.

Any significant information given to a supplier concerning a tender shall be provided to all other suppliers concerned, either as an amendment to the tender or in some other appropriate fashion, in sufficient time to permit them all to consider such information.

20. Consistent with the needs of the procurement entities any time-limit prescribed under paragraphs 17-18 above must be sufficient to allow foreign as well as domestic suppliers the time needed to prepare and submit bids or to present their candidatures under selective procedures. In such selective procedures, the invitations to tender accompanied by the documentation shall be sent simultaneously to all the suppliers, candidates or others, who are permitted to submit bids.

In determining how much time is sufficient consideration shall be given to such factors as the complexity of the tender, the extent of subcontracting anticipated, and the normal time for transmitting bids by mail from foreign as well as domestic points.

Bids presented by telephone shall not be permitted. If bids by telex, telegram or telecopy are permitted, the bid made thereby must include all the information necessary for the evaluation of the tender as well as a statement that the bidder agrees to all the terms, conditions and provisions of the tender. In the event of a conflict between information contained in the telex, telegram or telecopy and any subsequent documentation received after the tender due date, the telex, telegram or telecopy received by the purchasing entity shall govern.⁷

21. In selective procedures, the purchasing entities shall seek to obtain bids from the maximum practicable number of qualified suppliers both domestic and foreign, in order to ensure the maximum extent of effective international competition consistent with the nature of, and requirements for, the products to be procured. The purchasing entities shall choose the suppliers to be invited to bid among those who meet the participation conditions required. They shall consider the candidates registered as a result of the publication made in accordance with paragraph 16 as well as the suppliers known from other sources, and shall take them into account to the maximum extent compatible with the economic and practical considerations which are relevant to the purchase under consideration, and as far as it can be done without causing any unreasonable delay of the purchasing procedure.

22. The participation conditions imposed upon suppliers, including the financial guarantees and the technical qualifications required as well as the information requested for establishing their financial, economic and technical capacity, shall not be used to discriminate against suppliers of foreign products. In particular, special financial guarantees, which might legitimately be required from suppliers against whom the purchasing entity would have no valid means of recourse, shall not be designed to discriminate in favour of national suppliers.

23. If there are general conditions for participation in the tenders put out by a purchasing entity and in particular if there is a prequalification procedure for purposes of inclusion in a list of suppliers, this fact shall be made known to suppliers by suitable means. Purchasing entities maintaining lists of qualified suppliers shall ensure that all qualified suppliers so requesting are included in the lists within a reasonably short time and with no discrimination based on nationality.

24. Purchasing entities shall recognise as qualified suppliers such domestic or foreign suppliers as meet the conditions required. The verification of qualifications shall not serve discriminatory purposes. When the process of verification required by the nature of the contract may take a substantial time, purchasing entities shall take the necessary steps to see that delay or difficulty in this process is not repeatedly invoked as a reason for rejecting a supplier.

25. Any supplier may be excluded on grounds, such as bankruptcy, false declarations, etc., which a purchasing entity considers to be serious enough to justify such a measure, provided that the purchasing entity does not apply such a measure in a more severe or strict fashion to foreign than to domestic suppliers.

26. Bids must be submitted so as to be received in the office designated in the tender not later than the time set forth in the tender. If a bid is received in the office designated in the tender after the time specified in the tender, it shall be considered if, sent by mail or, where authorised, by telegraph, it was received by the purchasing entity, and except for the delay due solely to mishandling on the part of the entity, would have been received at the office designated by the time specified in the tender; it shall be considered in other circumstances if the standard regulations of the purchasing entity so provide.

27. The receipt and opening of tenders shall be made by the purchasing entities under conditions guaranteeing the regularity of the procedure, so as to treat impartially all bidders and not to handicap or exclude foreign bidders.(1)

28. To be considered for award, a bid must at the time of opening conform to the essential requirements in the tender and be from suppliers who comply with the participation criteria provided for, in accordance with the provisions of the present instrument.

29. The opportunities that may be given to bidders in existing regulations to correct unintentional errors between the opening of bids and the awarding of the contract shall not be permitted to give rise to any preferential or discriminatory practice.

30. Unless in the public interest all bids are rejected, the purchasing entities shall make the award to the bidder who has been determined to be fully capable of undertaking the contract and whose bid, whether for domestic or foreign products is either the lowest bid or the bid which in terms of the specific evaluation criteria set forth in the tender documentation in compliance with paragraph 18 (1) (g), is determined to be the most advantageous bid for the contract in question.

31. If it appears from evaluation that no bid is obviously the most advantageous in terms of the specific evaluation criteria set forth in the tender documentation as provided in paragraph 18 (1) (g), the purchasing entity shall, in any subsequent negotiations, give equal consideration and treatment to all bids not otherwise excluded from consideration; such negotiations shall be conducted with all bidders within the competitive range. Cost and profit figures and other confidential data of a bidder obtained during the course of any negotiations shall at no time be revealed to any other bidder.

(1) The subject of public opening of bids in open procedures has been raised but the question remains open.

32. Text A /In no case shall the award of a contract be made on the condition that the supplier licence the technology involved to another firm, provide offset procurement opportunities, or on any other condition similarly inconsistent with the principle of non-discriminatory procurement.7(1)

Text B /Except in the case of international collaborative projects, the award of contracts shall not be made on the condition that the supplier licence the technology involved to another firm or provide offset procurement opportunities, or on any similar conditions, if these conditions are inconsistent with the principle of non-discrimination.7(1)

33. After the award of each contract, the purchasing entities shall, upon request by any unsuccessful candidate or bidder, inform him of the reasons why his candidature was rejected or his bid not selected with, if relevant, such general information on the characteristics of relative advantages of the bid selected as they deem possible to disclose.(2)

34. Signatory countries must have procedures for the hearing and reviewing of protests arising in connection with all phases of the purchasing process, such as the issuance of tenders, the presentation of candidatures, the submission of bids or the awarding and administration of contracts.

III. SURVEILLANCE

35. A committee on government purchasing comprising all signatory governments of this instrument shall be established.

36. Signatory governments shall notify the committee within 60 days of any change in their laws, regulations, and procedures, and in the application of the same, which affect the implementation of this instrument. Signatory governments shall particularly notify the committee of any changes that may concern either the lists of purchasing entities in Annex I, or the publications in which notices of tenders are to be found, listed in Annex II, or any other relevant information for the implementation of the present instrument.

(1) Several delegations are in favour of the complete deletion of paragraph 32, including those who could support version (B) which has only been proposed in an attempt to meet the wish of those delegations who feel that a provision on this subject is needed.

(2) The question of a paragraph on the degree and details of ex post information has been raised but an examination of that question is still in progress. This would be in amplification of paragraph 33.

37. The signatory governments undertake to maintain detailed statistics on their procurements shall collect, and provide on an annual basis following the layout of Annex III (to be established), statistics of government purchases.⁽¹⁾

38. The committee on government purchasing shall normally meet once a year to review developments with respect to government purchasing, changes in the policies, procedures and practices and the functioning of this instrument. The committee shall also meet at the request of any signatory government to consider any matter that such a government may wish to submit to it.

IV. DISPUTE SETTLEMENT

39. It is the firm intention of signatories to this instrument that all disputes under this instrument shall be expeditiously resolved between the candidate/supplier and the procuring officer or with the procuring agency under the terms of paragraphs 33 and 34.

40. (A) Signatory governments shall comply with the request of another signatory government for consultation on the problems of bilateral character relating to government purchasing arising from the application of this instrument generally or to any particular dispute not expeditiously resolved under the terms of paragraphs 33 and 34.

(B) In such instances the consulting governments shall, upon request, promptly supply to the extent possible all the information relevant to the examination of the controversy. In the event of a dispute alleging discrimination in a specific product area, the government(s) concerned may have to make statistics available as a basis for determining the merits of the case.

(C) Confidential information provided to a consulting government shall not be revealed without formal authorisation from the government providing the information.

(1) While it is agreed that signatory countries should collect statistics of their purchases under the instrument, the square brackets refer to the question of the amount of detail and nature of the information that should be available (see also 40(B)).

21. In the event of serious difficulties between signatory countries which cannot be settled satisfactorily by bilateral consultations, either party may refer the matter to the committee on government purchasing.

1st approach

2nd approach

- (i) If the committee deems it necessary it may assign investigation of the case to a restricted body. This body shall submit to the Committee a report on the results of its work.
- (ii) After consideration of the matter, the Committee shall, as it deems fit
- give a ruling on the matter;
 - formulate recommendations to the party or parties concerned.
- (A') In such cases the Committee shall use its good offices for the purposes of resolving the controversy.
- (B') In the event that any dispute is not resolved as a result of referral to the Committee, any party to the dispute has the right to refer the matter to an ad-hoc panel/sub-committee of the committee on government purchasing.
- (C') The ad-hoc sub-committee/panel shall be composed of persons who are knowledgeable about procurement and about this instrument and who are citizens of those signatory countries not immediately involved in the controversy. The party or parties to each side of the dispute shall nominate two persons to the ad-hoc sub-committee/panel and the fifth member shall be jointly appointed by the other four members.
- (D') The ad-hoc sub-committee/panel shall arrive at a decision within one year. It shall keep a record of its effort to resolve the controversy; provide an opportunity for the full presentation of evidence with regard to any particular dispute and with regard to the action, if any, taken under the terms of paragraphs 33 and 34; be guided by earlier interpretations of the instrument and

3rd approach

- (A) In the case of disputes between signatory countries which cannot be satisfactorily resolved in bilateral consultations, the parties by common agreement may have the possibility of recourse to arbitration.
- (B) For the purpose of arbitration, the Committee of signatory countries shall agree upon a list of arbitrators, composed of highly-qualified persons of signatory country nationality having wide experience in government purchasing - the list shall be valid for a period of (3/5 years).
- (C) The parties in dispute shall each designate two arbitrators chosen from the list of arbitrators. The four arbitrators thus designated shall designate a fifth arbitrator. The arbitrators thus designated shall have no connection with the matter in dispute.
- (D) The arbitrators shall issue their decision in the matter within a maximum of one year. The decision of the arbitrators shall not constitute a precedent either for other arbitration or for the Committee, unless the latter shall decide otherwise. The costs of arbitration shall be borne by the parties to the dispute.

prior precedents in dispute settlement cases; provide a ruling on the matter and formulate recommendations to the party or parties concerned; and, if the sub-committee/panel determines that the original complaint is justified, and the offending government or governments do not agree to remedy the situation within 60 days of the ruling it shall recommend which compensating action the complainant government or governments may take with respect to its/their commitment under the instrument. Such recommendations shall bear a direct relationship to the degree of reduction or impairment of benefits caused by the action complained of.

- (E') Barring earlier settlement of the controversy, the ruling and recommendations of the ad-hoc sub-committee/panel shall be implemented unless, within 60 days of the recommendation for compensatory action, the committee on government purchasing determines that such ruling is inconsistent with earlier precedents and interpretations in such cases.

V. DEROGATIONS AND/OR ESCAPE CLAUSE

Pro mem: The question is not solved whether the Instrument will include derogation clauses and/or an escape clause.

- (E) Where the parties are unable to agree to put the matter to arbitration or upon the designation of arbitrators within a maximum of six months or where the matter in dispute is of general scope, the parties shall put the matter before the Committee of signatory countries.
- (F) The Committee shall appoint from amongst its members each (two years) a permanent Sub-Committee of (five) members. The Sub-Committee shall investigate all disputes referred to it by the Committee and shall submit to the Committee within a period of six months a draft recommendation addressed to the parties in dispute. The Committee of signatory countries shall reach its decision in those cases submitted to it within a period of (six) months.
- (G) The governments of signatory countries shall use all means in their power to ensure that recommendations made in accordance with the procedure set out in F above are complied with.

VI. BENEFITS OF THE AGREEMENT

42. (i) The obligations of this Instrument shall be binding on all governments subscribing to it.
- (ii) Each signatory government shall accord the benefit of the Instrument to nationals and firms of any signatory country offering goods originating within the signatory countries.(1)
- (iii) The signatory governments shall be free to extend to any other government treatment equal to that provided in the Instrument.(2)

Pro mem: The question of special and differential treatment for developing countries will be addressed at this point when there is a better appreciation of the content of the code and the needs of the developing countries.

VII. FINAL PROVISIONS

43. At the date when this instrument comes into effect all signatory governments shall have adopted provisions to ensure its implementation and, in particular:

- to eliminate, no later than the date of entry into effect all legal, regulatory or administrative provisions which are inconsistent with this instrument and which result in discrimination or preference in favour of national products or suppliers;
- to call, by the appropriate means, the attention of public purchasing entities to the present instrument and to ensure that any adaptations of the rules, procedures and practices of the purchasing entities listed in Annex I, necessary to enable them to conform to the provisions of the instrument, have been effected.

44. Other provisions:

- accession;
- entry into force;
- revisions(*) - threshold, lists, etc.
- withdrawal.

(1) The basis for determining conditional most-favoured-nation treatment and especially the origin of goods is a question which remains open.

(2) The question remains as to whether the rule in subparagraph (iii) should apply in cases of free trade areas or customs unions.

(*) The modifications referred to here are those affecting the content or scope of their obligations, that might be agreed upon by the signatory governments.

/ Indicative Text / (*)

- "(A) Accession - A State not signatory to this agreement or a State acting on behalf of a separate customs territory possessing full autonomy in the conduct of its procurement practices may accede to this agreement on its own behalf or behalf of such territory on terms to be agreed on between such State and the signatory governments. Decisions of the signatory governments shall be taken by a 2/3 majority.
- (B) Entry into force - This agreement shall enter into force on the 60th day following the date which the instruments of ratification, approval or accession, as appropriate, for the following countries: shall have been deposited.
- (C) Amendments - Amendments to this agreement shall become effective, in respect of such signatory governments which accept them, upon acceptance of 2/3 of the signatory governments and thereafter for each other party upon acceptance by it.
- (D) Withdrawal - At any time after the third year in which this agreement has entered into force with respect to any signatory government, such signatory government may withdraw from this agreement provided that such signatory government shall have given to other signatory government a written notice of intention to withdraw from this agreement at least six months before such withdrawal."

(*) Delegations have not yet taken a position on these suggestions.