

**MULTILATERAL TRADE  
NEGOTIATIONS  
THE URUGUAY ROUND**

RESTRICTED

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Group of Negotiations on Services

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COMMUNICATION FROM THE UNITED STATES

Agreement on Trade in Services

The attached communication is circulated at the request of the  
Delegation of the United States to the members of the Group of Negotiations  
on Services.

GATT SECRETARIAT

UR-89-0289

## AGREEMENT ON TRADE IN SERVICES

### Preamble

Having regard to the Multilateral Trade Negotiations, the Parties to the General Agreement on Trade in Services (hereinafter referred to as "Parties" and "this Agreement"),

Considering that negotiations on trade in services should aim to establish a multilateral framework of principles and rules for trade in services, including elaboration of possible disciplines for individual sectors, with a view to expansion of such trade under conditions of transparency and progressive liberalization and as a means of promoting economic growth of all trading partners and the development of developing countries;

Desiring to promote the growth of trade in services while recognizing the need of governments to continue to regulate certain services for legitimate domestic reasons;

Recognizing the importance of increasing participation of developing countries in expansion of world services trade and their further development through progressive liberalization of trade in services; mindful that such objectives should be taken into account in determining the overall level of initial commitment to this Agreement by developing countries; and desiring that services of export interest to developing countries be covered by this Agreement;

Taking particular account of the serious difficulty of the least-developed countries in view of their special economic situation and their development, trade and financial needs;

Recognizing the need to establish an agreed multilateral framework of rights and obligations with respect to laws, regulations, procedures, and practices related to the provision of services by persons of one Party into or within the territory of another Party; and

Recognizing the need to establish multilateral procedures on consultation, surveillance and dispute settlement with a view to ensuring fair, prompt, and effective enforcement of internationally agreed rules on trade in services;

Hereby agree as follows:

## CHAPTER I

### Article 1

#### Objectives

The objectives of this Agreement are:

- 1.1 to expand international trade in services by establishing multilateral rules and procedures;
- 1.2 to promote the economic growth of all trading partners and the development of developing countries through immediate and progressive liberalization of trade in services with due respect for national policy objectives; and
- 1.3 to improve the efficiency and competitiveness of service industry sectors of the Parties by facilitating competition and reducing distortions in trade in services.

## CHAPTER II

(Scope and interpretation)

### Article 2

#### Scope and Coverage

2.1 This Agreement applies to any existing or new measure of a Party which is related to the provision of a covered service within or into its territory by a person of another Party, or by a company owned or controlled by such a person.

2.2 A covered service is, for each Party, any service included in the universe of service activities in Annex I<sup>1</sup>, except for those services specifically excluded in Column 1 of its Schedule.

2.3 Except as otherwise provided, the terms used in this Agreement shall have the meaning given to them by the general definitions in Article 17. The Annexes and Schedules annexed to this Agreement shall constitute an integral part thereof. Unless otherwise indicated, a reference to a paragraph or subparagraph shall be taken to include the subdivisions thereof.

2.4 The obligations of this Agreement shall apply to measures of local government entities of the Parties.

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<sup>1</sup>This list will be developed by the Secretariat with approval by the Parties.

### Article 3

#### Annexes, Protocols and Special Agreements

3.1 The Parties may by agreed Annexes to this Agreement interpret and apply the provisions of this Agreement with respect to any covered service or services. The provisions of this Agreement shall apply to such Annexes.

3.2 Parties may by separate Protocols negotiated under this Agreement provide for additional and expanded liberalization with respect to specified covered services. Notwithstanding Article 9, the rights and obligations in any such Protocol shall apply only as between the Parties that have accepted or acceded to it under Article 20.4 of this Agreement, and shall not alter the rights or obligations under this Agreement of signatories to such Protocol with respect to non-signatory Parties, or vice-versa. Protocols shall be attached separately to this Agreement.

3.3 Parties may by separate Special Agreements provide for rights and obligations with regard to any service not covered for such Parties under this Agreement. Notwithstanding Article 9, the rights and obligations in any such Special Agreement shall only apply as between Parties that have accepted or acceded to it. Any Party entering into such a Special Agreement shall notify it to the Parties to this Agreement.

### CHAPTER III

#### (Market Access)

### Article 4

#### Establishment

4.1 With respect to provision of any covered service, each Party within its territory shall permit persons of any other Party to establish or expand a commercial presence for the provision of a covered service (including, inter alia, acquisition of an existing company, establishment of a new company, or joint venture or affiliation with an existing company) on a basis no less favorable than that accorded in like circumstances to its own persons.

4.2 For the purposes of Article 4.1, "persons of any other Party" includes persons within the territory of a Party which may or may not be persons of that Party but which are owned or controlled by persons of another Party.

## Article 5

### **Cross-Border Provision of Services**

No Party shall establish or maintain any measure that prohibits or restricts the provision of a covered service to persons within its territory on the basis that the service or service provider is located partially or wholly within the territory of another Party.

## Article 6

### **Temporary Entry for Services Providers**

6.1 Each Party shall, to the extent feasible and taking into account its national objectives, apply its laws relating to the entry and sojourn of aliens in a manner that facilitates temporary entry of nationals of any other Party for the purpose of providing a covered service. The Parties may undertake further negotiation with a view toward additional commitments for the admission of nationals who are essential to the provision of a covered service.

6.2 Notwithstanding Article 6.1, each Party shall permit the temporary entry of nationals of any other Party who are senior managerial personnel essential to the provision of a covered service and who are otherwise qualified for entry under applicable laws or regulations relating to public health and safety and national security.

6.3 Each Party shall publish its laws, regulations, and procedures relating to the entry and sojourn of aliens, and shall, upon request, provide to any other Party such explanatory material as may be necessary to enable the other Party and its services providers to become acquainted with them. Each Party shall also, upon request, consult with persons of any other Party concerning its laws with respect to the temporary entry of nationals of the other Party for the purpose of providing a covered service.

6.4 The application and enforcement of measures governing the granting of temporary entry by a Party to persons of any other Party shall be accomplished expeditiously so as to avoid unduly impairing or delaying trade in covered services.

6.5 No provision of any other Article of this Agreement shall be construed as imposing obligations upon any Party regarding entry of foreign nationals or immigration.

## Article 7

### Licensing and Certification

7.1 Measures governing the licensing and certification of persons of any Party providing covered services should relate principally to competence or the ability to provide such covered services.

7.2 Each Party shall ensure that such measures shall not have the purpose or effect of discriminatorily impairing or restraining the access of persons of any other Party to such licensing or certification.

## CHAPTER IV

### (Other Substantive Obligations)

## Article 8

### National Treatment

8.1 Whenever market access has been achieved by a service provider of another Party with respect to provision of a service, each Party shall accord national treatment to that service provider with respect to provision of that service.

- 8.1.1 This obligation of national treatment shall apply with respect to all measures covered by this Agreement as defined by Article 2.1.
- 8.1.2 For the purposes of paragraph 8.1, a service provider of another Party shall be deemed to have achieved market access with respect to a Party whenever it has entered that Party's market, either through establishment, cross-border transactions, or use of the service of the public telecommunications transport network.
- 8.1.3 No Party shall establish or maintain any measure which requires, directly or indirectly, that any specified covered service or proportion of covered services be provided by persons of that Party.
- 8.1.4 Subject to the provisions of Article 6, measures of a Party which discriminate against service providers of another Party on the basis of the nationality (or nationality of ownership or control) of such service providers shall be presumed to deny national treatment.

8.2 Notwithstanding paragraph 8.1 above, the treatment a Party accords to service providers of another Party may be different from the treatment the Party accords its own persons provided that:

8.2.1 the difference in treatment is no greater than that necessary for prudential, fiduciary, or health and safety reasons; and

8.2.2 such different treatment is equivalent in effect to the treatment accorded by the Party to its own persons in like circumstances.

8.3 The provisions of this Article shall not apply to measures governing the procurement by governmental agencies of services purchased for governmental purposes and not with a view to commercial resale or with a view to use in production for resale.

8.4 The provisions of this Article shall not prevent any Party from bestowing government aid exclusively on service providers of that Party.

8.5 For the purposes of this Article, "national treatment" is treatment no less favorable than that accorded in like circumstances to a Party's own service providers, to service providers owned or controlled by persons of that Party, or to like services provided by such service providers. In this context, "no less favorable" means no less favorable than the most favorable treatment a Party accords to any domestic provider of like services (or, in the case of a local government entity, the most favorable treatment it accords to any of its own like services providers).

## Article 9

### **Non-Discrimination**

With respect to any measure covered by this Agreement, each Party shall accord to service providers of any other Party treatment no less favorable than that accorded by the Party in like circumstances to service providers of any other Party. Benefits provided under this Agreement shall be extended to all signatories, except as provided by Articles 3.2, 3.3 and 28.

## Article 10

### **Exclusive Service Providers and Monopolies**

10.1 Whenever a Party designates or maintains exclusive or monopoly providers of a service (whether or not such service is a covered service), the Party shall ensure that the entity or entities enjoying such privileges will provide to consumers of

any other Party who are located within its territory treatment no less favorable than that accorded in similar circumstances to its own persons with respect to sales of such exclusive or monopoly services.

10.2 Each Party shall ensure that, whenever a person designated or maintained as the monopoly provider of a service competes in the provision of another service that is a covered service (either directly or through its dealings with an affiliated company), such monopoly will not use its monopoly position to engage in predatory practices that adversely affect service providers of another Party, whether through the discriminatory provision of service, cross-subsidization or otherwise.

10.3 After the entry into force of the provisions of this Agreement, if a Party grants exclusive or monopoly privileges regarding provision of a covered service, the Party taking the action shall enter into negotiations pursuant to Article 23 of this Agreement, with the objective of reaching agreement on mutually acceptable compensatory adjustments by that Party.

10.4 For the purposes of this Article, a "monopoly provider of a service" is any entity, public or private, including any consortium, which, in any relevant market in the territory of a Party, is authorized or established by that Party as the sole provider of that service; and an "exclusive service provider" is one of a limited number of government-designated providers of that service.

## Article 11

### Domestic Regulation

11.1 The Parties recognize the right of each Party to regulate within its territories the provision of covered services, including the right of Parties to introduce new measures consistent with this Agreement. Parties shall ensure that such measures are not prepared, adopted or applied, the intent or effect of which is to nullify or impair the obligations of this Agreement.

11.2 Each Party shall administer in a reasonable manner consistent with all other obligations of this Agreement, all its measures and judicial decisions that pertain to or affect the provision of covered services.

11.3 Each Party shall provide procedures for the prompt hearing and reviewing of complaints arising in connection with the regulation of covered services and for the prompt correction of administrative action, where justified.

## Article 12

### **Transparency**

12.1 Each Party shall make public promptly all judicial decisions; administrative rulings; international agreements to which it is a party; and all measures (other than administrative decisions), which pertain to or affect the provision of a covered service.

12.2 Except in urgent circumstances, no measure taken by any Party affecting the provision of covered services shall be enforced before such measure has been officially published. In urgent circumstances precluding advance publication of such a measure, that measure shall not be enforced before it is made known to the persons affected.

12.3 Except in urgent circumstances, before instituting any new or revised regulation affecting provision of a covered service, a Party shall:

12.3.1 publish a notice in a publication at an early stage, in such a manner as to enable interested persons to become acquainted with it, that they propose to introduce such a regulation;

12.3.2 allow, without discrimination, reasonable time for other Parties, or interested persons of other Parties to make comments in writing; discuss these comments upon request with other Parties; and take these written comments and the results of these discussions into account in the regulation.

12.4 Any Party may make a written request to any other Party for information regarding any measures, judicial decisions or administrative rulings that pertain to or affect provision of a service covered by this Agreement. Parties receiving such requests shall provide such information as quickly as possible and in a comprehensive manner, and shall be ready, upon request, to provide additional information to the requesting Party. Any Party which considers that such information has not been provided may bring the matter to the attention of the Committee, by notification or otherwise.

12.5 Each Party shall ensure that enquiry points exist which are able to answer all reasonable enquiries from interested parties in other Parties regarding the measures, judicial decisions, and administrative rulings referred to in paragraph 12.1.

### Article 13

#### Government Aid

No Party may grant, directly or indirectly, government aid for the provision of covered services within its own territory, or within or into the territory of any other country, if such aid causes injury to the interest of another Party.

### Article 14

#### Payments and Transfers Relating to Provision of a Covered Service

14.1 Parties to this Agreement recognize that the International Monetary Fund has jurisdiction over payments and transfers for current international transactions. Accordingly:

14.1.2 nothing in this Agreement shall be construed to alter the rights and obligations of members of the International Monetary Fund; and

14.2.2 nothing in this Agreement shall prevent the use by a Party that is a member of the International Monetary Fund of exchange controls or exchange restrictions that are in conformity with Article VIII of the Articles of Agreement of the International Monetary Fund.

14.2 Subject to Article 14.1, each party shall permit payments and transfers for current transactions and capital to be made freely and without delay into and out of its territory in a freely convertible currency at the exchange rate on the date of the transfer with respect to spot transactions, to the extent that such payments and transfers relate to:

14.2.1 the provision of a covered service across its borders by a person of another party, or

14.2.1 a commercial presence in its territory established consistent with Article 4.1 (or its partial or total sale or liquidation), and activities associated with it.

14.2 Notwithstanding the provisions of paragraph 14.2, any Party may maintain measures:

14.2.1 requiring reports of currency transfer;

14.2.2 imposing income taxes by such means as a withholding tax applicable to dividends;

- 14.2.3 protecting the rights of creditors, or ensuring the satisfaction of court judgments, through the equitable, nondiscriminatory and good faith application of its laws.

14.3 No provision of any other Article of this Agreement shall be construed as imposing rights or obligations on any Party regarding exchange controls or exchange restrictions on payments or transfers for current international transactions.

### Article 15

#### Short-term Restrictions for Balance of Payments Reasons

15.1 In the event of serious balance of payments crisis, a Party to this Agreement may temporarily apply restrictions on cross-border provision of services, except for exchange controls or exchange restrictions. However, such restrictions may only be imposed:

- 15.1.1 if the Party has appropriate economic policies in place to permit the early elimination of such restrictions;
- 15.1.2 in a manner no less favorable than that accorded to service providers of another country;
- 15.1.3 for a period not to exceed one year, unless extended by the Parties to this Agreement after consultation with the International Monetary Fund;
- 15.1.4 in a manner that does not afford protection to its providers of a particular covered service from competition from the service providers of another Party; and
- 15.1.5 in the manner that has the least disruptive effect on cross-border provision of a covered service by another Party; and
- 15.1.6 in a manner that does not prohibit the cross-border provision of a covered service by another Party.

15.2 Parties to this Agreement will develop appropriate procedures, in consultation with the International Monetary Fund, that provide for annual evaluation of restrictions imposed under this Article.

15.2.1 Parties shall accept the determination of the International Monetary Fund on whether:

15.2.1.1 a party's balance of payments situation justifies short-term restrictions under this Article;

15.2.1.2 a party has appropriate economic policies in place to permit the early elimination of such restrictions; and

15.2.1.3 the balance of payments situation justifies the extension of such restrictions beyond a period one year from the date they were initially instituted.

15.3 No Party shall institute or maintain restrictions under this Article if it maintains controls or exchange restrictions that are not in conformity with Article VIII of the Articles of Agreement of the International Monetary Fund.

## Article 16

### General Exceptions

16.1 Nothing in this Agreement shall be construed to require any Party to furnish any information the disclosure of which it considers contrary to its essential security interests, nor to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests: relating to fissionable materials or materials from which they are derived; relating to the traffic in arms, ammunition and implements of war and to such traffic in services as is carried on directly or indirectly for the purpose of supplying a military establishment; or taken in time of war or other emergency in international relations.

16.2 Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between Parties where like conditions prevail, a disguised restriction on international trade in services, or a means of circumvention of the objectives of this agreement, nothing in this Agreement shall be construed to prevent any Party from adopting or enforcing measures: necessary to protect public morals, order or safety, human, animal, or plant life or health; necessary to ensure compliance with measures which are not inconsistent with the provisions of this Agreement, including those relating to protection of intellectual property and prevention of fraudulent or deceptive practices; or relating to imposition or enforcement of indirect taxes.

16.3 Nothing in this Agreement shall be construed to prevent any Party from adopting or enforcing measures involving the imposition or enforcement of direct taxes.

## Article 17

### General Definitions

For the purposes of this Agreement:

17.1 "Activity associated with the provision of a covered service" includes the organization, control, operation, maintenance and disposition of companies, branches, agencies, offices, or other facilities for the conduct of business; the making, performance and enforcement of contracts; the acquisition, use, protection and disposition of property of all kinds including intellectual and industrial property; use of a commercial name of the provider's choice; the borrowing of funds; the purchase and issuance of equity shares, and the movement of information into and within a Party.

17.2 "Company" means any kind of corporation, company, association, or other organization, whether or not organized for pecuniary gain, or privately or governmentally owned.

17.3 "Company of a Party" means a company legally constituted under the laws and regulations of a Party or a political subdivision thereof.

17.4 "Covered service" means a service as defined in Article 2.2.

17.5 A "freely usable currency" is a currency that is so identified by the International Monetary Fund.

17.6 "Local government entity" means a government other than a central government (e.g., states, provinces, Länder, cantons, municipalities, etc.), its ministries or departments or any entity subject to the control of such a government in respect of the activity in question.

17.7 "Measure" includes any law, regulation, procedure, requirement, practice or administrative decision.

17.8 "National" of a Party means an individual who is a citizen of a Party.

17.9 "Payments for current transactions" means payments which are not for the purpose of transferring capital, and includes, without limitation,

- 17.9.1 all payments due in connection with foreign trade, other current business, including the provision of services and technology, and normal short-term banking and credit facilities;
  - 17.9.2 payments due as interest on loans and as net income from other investments;
  - 17.9.3 payments of moderate amount for amortization of loans or for depreciation of direct investments; and
  - 17.9.4 moderate remittances for family living expenses.
- 17.10 "Person of a Party" means a national of a Party or a company of a Party.
- 17.11 "Provision of a covered service" includes, within or into the territory of a Party, the production, distribution, sale, marketing, delivery, or facilitation of a covered service, and the purchase or use thereof; and access to, and use of, domestic distribution systems and services of public telecommunications transport networks<sup>2</sup>, through:
- 17.11.1 establishment for provision of a covered service; through and any activity associated with the provision of a covered service;
  - 17.11.2 cross-border provision of a service; or
  - 17.11.3 provision of a service through the movement of consumers of one country for the purpose of purchasing the service, into the territories of Parties providing the service.
- 17.12 Provision of a service "by a person" also includes provision of a service on behalf of such person, for instance by an agent or legal representative, and provision of services between related persons, such as internal data transfers.
- 17.13 "Service provider" means a person of a Party which is engaged in provision of a covered service.

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<sup>2</sup>An Annex defining public telecommunications transport networks and elaborating provisions on access to the services of such networks would be included in the final agreement.

17.14 A "service provider of another Party" in Articles 8, 9 and 10 includes such a person of another Party providing covered services, and additionally persons within the territory of a Party which may or may not be persons of that Party but which are owned or controlled by persons of another Party.

## CHAPTER V

(Institutions, competence, and decisionmaking)

### Article 18

#### Committee on Trade in Services

18.1 There shall be established under this Agreement a Committee on Trade in Services (referred to in this Agreement as the "Committee") composed of representatives from each of the Parties. The Committee shall elect its own Chairman and shall meet as necessary but not less than once a year for the purpose of affording Parties the opportunity to consult on any matters relating to the operation of this Agreement or the furtherance of its objectives. The Committee shall have final decision-making authority with regard to the interpretation and application of this Agreement.

The Committee shall:

- 18.1.1 collect, analyze and publish information relating to international trade in services, in cooperation with other organizations active in this area;
- 18.1.2 encourage and facilitate consultation among Members on all questions relating to this Agreement;
- 18.1.3 aid the further development of trade in services through facilitation of future negotiations on trade in services; and
- 18.1.4 carry out such other responsibilities as may be assigned to it by the Parties.

18.2 The Committee may establish working parties, technical expert groups, panels, or other bodies as may be appropriate, which shall carry out such responsibilities as may be assigned to them by the Committee in accordance with the relevant provisions of this Agreement. The Committee may establish its own rules of procedure. The Committee shall review annually the implementation and operation of this Agreement taking into account the objectives thereof.

## CHAPTER VI

(Consultations, Settlement of Disputes, and Enforcement)

### Article 19

#### Consultations, Dispute Settlement and Enforcement

19.1 Each Party shall afford sympathetic consideration to, and shall afford adequate opportunity for prompt consultation regarding, representations made by another Party with respect to any matter affecting the operation of this Agreement.

19.2 If any Party considers that any benefit accruing to it directly or indirectly under this Agreement is being nullified or impaired, or that the achievement of any objective of this Agreement is being impeded by another Party, it may with a view to reaching a mutually satisfactory resolution to the matter request in writing consultations with the Party in question, providing an explanation of the reasons for the request. Any such request shall be notified to the Committee.

[Further provisions under consideration pending consultation with Negotiating Group on Dispute Settlement.]

## CHAPTER VII

(Final Provisions)

### Article 20

#### Acceptance and Accession

20.1 This Agreement shall be open for acceptance by signature or otherwise by governments contracting parties to the GATT and by the European Economic Community whose agreed Schedules are annexed to this Agreement.

20.2 Any government contracting party to the GATT which is not a Party to this Agreement may accede to it on terms to be agreed between that government and the Parties. Accession shall take place by the deposit with the Director-General to the CONTRACTING PARTIES to the GATT of an instrument of accession which states the terms so agreed.

20.3 This Agreement shall be open to accession by any other government on terms, related to the effective application of rights and obligations under this Agreement, to be agreed between that government and the Parties, by the deposit with the Director-General to the CONTRACTING PARTIES to the GATT of an instrument of accession which states the terms so agreed.

20.4 Protocols negotiated under Article 3 shall be open to accession by any Party, on terms to be specified in the Protocol in question.

#### Article 21

##### **Entry Into Force**

This Agreement shall enter into force on January 1, 1992 for the governments which have accepted or acceded to it by this date. For each other government, it shall enter into force on the thirtieth day following the date of its acceptance or accession to this Agreement.

#### Article 22

##### **Reservations, Additional Commitments and Schedules**

22.1 Reservations to some or all of the provisions of Chapter III, Article 8 and Article 13 of this Agreement may be entered with respect to specific services, or specific aspects of existing legislation. Such reservations shall be on a non-discriminatory basis consistent with Article 9.

22.2 Any reservations under the preceding paragraph must be entered by a Party on or before this Agreement enters into force for it with respect to the service or services concerned. Parties entering reservations should endeavor to withdraw these reservations as soon as circumstances permit. Parties entering reservations should also give due consideration to requests of other Parties to withdraw these reservations during the course of future negotiations as provided in Article 25.

22.3 Reservations may not be entered in respect of any of the other provisions of this Agreement.

22.4 A Party may agree to undertake additional commitments to provide market access for a service covered by this Agreement. Such commitments shall be incorporated into the Schedule of the Party undertaking them.

22.5 Each Party shall list in its Schedule in Column 1 the services which the Party intends to exclude from the coverage of this Agreement; and in Column 2, any reservations entered under this Article which relate to covered services; and in Column 3, any additional commitments it has undertaken under this Article, and any Protocols or Special Agreements to which it is a Party.

### Article 23

#### Modification of Schedules

A Party may add to Column 1 of its Schedules only in exceptional circumstances. In such cases, the Party proposing such a modification shall notify the Chairman of the Committee, who shall promptly convene a meeting of the Committee. The Parties shall consider the proposed exclusion and consequent compensatory adjustments with a view to maintaining the balance of rights and obligations provided in this Agreement prior to such additional exclusion. In the event agreement is not reached on any modification taken or proposed, affected Parties shall be free to make compensatory adjustments on a provisional basis until the matter has been definitively resolved through the dispute settlement provisions of this Agreement.

### Article 24

#### National Legislation

Each government accepting or acceding to this Agreement shall ensure not later than the date of entry into force of this Agreement with respect to the services covered by the Agreement, the conformity of its measures with the provisions of this Agreement.

### Article 25

#### Expansion of Coverage Through Future Negotiations

Not later than 3 years from entry into force of this Agreement and periodically thereafter, the Parties shall undertake further negotiations with a view to strengthening its obligations, increasing the coverage of services and reducing the number of reservations set forth in the Schedules of the Parties, and negotiating, as appropriate, further Annexes and Protocols.

### Article 26

#### Amendment and Waiver

26.1 The Parties may amend this Agreement having regard, inter alia, to the experience gained in its implementation. Such an amendment, once the Parties have concurred in accordance with procedures established by the Committee, shall not come into force for any Party until it has been accepted by that Party.

26.2 In exceptional circumstances not elsewhere provided for in this Agreement, the Parties may waive an obligation imposed upon a Party by this Agreement; Provided, that any such decision shall be approved by a two-thirds majority of the votes cast and that such majority shall comprise more than half of the Parties. The Parties may also by such a vote define certain categories of exceptional circumstances to which other voting requirements shall apply for the waiver of obligations, and prescribe such criteria as may be necessary for the application of this paragraph.

### Article 27

#### Withdrawal

Any Party may withdraw from this Agreement. The withdrawal shall take effect upon the expiration of one year from the day on which written notice of withdrawal is received by the Director-General. Any Party may upon such notification request an immediate meeting of the Committee.

### Article 28

#### Non-Application of this Agreement Between Parties

This Agreement shall not apply as between any two Parties if either of the Parties, at the time either accepts or accedes to this Agreement, does not consent to such application.

### Article 29

#### Denial of Benefits

A Party may deny the benefits of this Agreement to a service provider of another Party, if the Party establishes that the service in question is indirectly provided by a person of a country that is not a Party or by a person of another Party to whom the Party does not apply this agreement pursuant to Article 28. The Party denying benefits in such circumstances shall notify the other Party in question and the Committee, and shall have the burden of establishing that its action is consistent with this Article.

Article 30

**Secretariat, Deposit and Registration**

30.1 This Agreement shall be serviced by the GATT Secretariat.

30.2 This Agreement shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT, who shall promptly furnish to each Party and each contracting party to the GATT a certified copy of this Agreement and of each amendment thereto pursuant to Article 26 and a notification of each acceptance or accession to the Agreement or any Protocol thereto pursuant to Article 20 and of each withdrawal therefrom pursuant to Article 27.

30.3 This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.

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Annexes, Protocols and Schedules

Annex I: List of Service Activities

Annex II: Access to Telecommunications Networks

(further Annexes, binding all Parties to this Agreement, may  
be negotiated during or after the Uruguay Round)

Protocols: Service Protocols

Schedules of the Parties

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