

**MULTILATERAL TRADE
NEGOTIATIONS
THE URUGUAY ROUND**

RESTRICTED

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Special Distribution

Group of Negotiations on Goods (GATT)

Negotiating Group on Agriculture:
Working Group on Sanitary and Phytosanitary
Regulations and Barriers

DRAFT TEXT FOR THE FRAMEWORK OF AN AGREEMENT
ON SANITARY AND PHYTOSANITARY MEASURES

1. As was suggested at the 5-7 June meeting of the Working Group and agreed by the Negotiating Group on Agriculture, a draft framework for an agreement on sanitary and phytosanitary measures has been prepared. This draft represents suggestions by the secretariat to assist the Working Group in preparing a draft which could serve as the basis for its further work, and is without prejudice to the final decision taken by any contracting party with respect to such an agreement.
2. To give order to the substance, this draft has been prepared basically in the form of a Decision by the CONTRACTING PARTIES, but is without prejudice to the final form the agreement may take.
3. In those areas where it appeared that further discussion is needed before specific language can be considered, statements of general principle have been suggested. These are indicated by the notation << >> around the suggested statement.
4. Terms for which definitions are given in Annex I have been underlined when they first appear in the substantive text.

* * * * *

The CONTRACTING PARTIES,

Recognizing the right of all contracting parties to take those measures necessary to protect human, animal or plant life or health;

Desiring to minimize the negative effects that sanitary and phytosanitary measures may have on trade;

Recognizing the important contribution that internationally recognized standards, guidelines and recommendations can make in this regard;

Desiring therefore to encourage the development and use of such international standards and recommendations;

Recognizing that developing countries may encounter special difficulties in the formulation and application of sanitary and phytosanitary measures, and desiring to assist them in their endeavours in this regard;

Desiring therefore to apply fully the relevant provisions of the General Agreement, in particular Article XX(b), and to elaborate rules for the application of these provisions upon sanitary and phytosanitary measures in order to provide greater uniformity and certainty in their implementation;

Agree as follows:

Objectives

5. To establish a multilateral framework of rules and disciplines to guide the development and application of sanitary and phytosanitary measures, and to clarify, interpret and reinforce the relevant provisions of the General Agreement governing the use of sanitary and phytosanitary measures, including, in particular, the relevant provisions of Article XX.

6. To encourage the long-term objective of harmonization of sanitary and phytosanitary measures between contracting parties whenever possible, on the basis of international standards, guidelines and recommendations.

Scope

7. This agreement covers all sanitary and phytosanitary regulations.

8. For the purposes of this agreement, the definitions provided in Annex I shall apply.

9. The annexes to this agreement are an integral part of this agreement.

Basic Rights and Obligations

10. Contracting parties shall have the right to take all sanitary and phytosanitary measures necessary for the protection of human, animal or plant life or health within their territories, including, when appropriate, measures more stringent than required by international standards, guidelines or recommendations, provided that such measures are not inconsistent with the provisions of this agreement.

11. << Contracting parties shall ensure that sanitary and phytosanitary measures are applied only to the extent necessary to protect human, animal or plant life or health and are consistent with available scientific evidence. Sanitary and phytosanitary measures shall not be applied in a manner which creates arbitrary, disguised or unjustified obstacles to international trade. >>

Harmonization

12. With a view to harmonizing sanitary and phytosanitary measures between contracting parties on as wide a basis as possible, contracting parties should play a full part within the limits of their resources in the relevant international or regional organizations to which they belong, to encourage these organizations to:

- (a) recommend standards and guidelines with respect to all aspects of sanitary and phytosanitary measures;
- (b) to develop and publish, inter alia: methodologies and criteria for risk assessment; criteria for the establishment and recognition of pest- or disease-free areas; up-to-date lists of regions which parties have notified and/or recognized as being free of specific diseases or pests; guidelines for the determination of equivalency of different measures;
- (c) to identify, when requested, competent independent experts who might be available to advise and assist parties on sanitary and phytosanitary matters of concern. [The expenses incurred for the above-mentioned experts will be borne by the part(y)(ies) requesting the assistance.]

13. Harmonization shall cover, as appropriate, all aspects of sanitary and phytosanitary measures.

[<< Specific procedures should be developed, as suggested in Annex II, to monitor, co-ordinate and give guidance to relevant international organizations in the process of international harmonization. >>]

Establishment of sanitary and phytosanitary measures

14. Contracting parties shall ensure that sanitary and phytosanitary measures are based on adequate risk assessment procedures and in particular, where such exist, those developed by the relevant international expert organizations.

15. << Risk assessment procedures shall take into account available scientific evidence, relevant production processes and methods, inspection and control systems, disease- and pest-free areas, areas recognized as having a low disease/pest prevalence, quarantine treatment as well as the potential biological and economic consequences of damage for the importing country or the risk to human health of contaminants in food. >>

16. << Economic considerations which are relevant to sanitary and phytosanitary measures involve the potential damage in terms of loss of production or sales in the event of entry and establishment of an exotic pest or disease, the costs of control or eradication, and the relative cost effectiveness of alternative approaches to limiting risks. The economic considerations should take into account the importance of the aforementioned factors within the context of the economy of the importing country. >>

17. [<< In cases of dispute settlement, the damage in terms of loss of production or sales in an exporting country because of the adoption of sanitary and phytosanitary measures more stringent than necessary according to verifiable scientific evidence, or relevant economic considerations, or an acceptable level of risk, should also be taken into account.>>]

18. When preparing sanitary and phytosanitary measures to achieve the appropriate level of health assurance, contracting parties shall use those measures which are least restrictive to trade [except when not technically or economically feasible]. << Determination of an appropriate level of health assurance shall be internally consistent with respect to other measures taken to protect human, animal or plant life or health. >>

19. Sanitary and phytosanitary measures which are in accordance with international standards, guidelines or recommendations shall be presumed to be necessary to protect human, animal or plant life or health and consistent with available scientific evidence.

20. When no appropriate international standard, guideline or recommendation exists, a contracting party shall, in the preparation of a sanitary or phytosanitary measure, take into consideration its obligations under this agreement, and the available scientific evidence, as well as, when relevant, sanitary and phytosanitary measures applied by other contracting parties in similar conditions.

21. << In cases where relevant and verifiable scientific evidence is insufficient, an importing contracting party shall determine an appropriate level of health assurance temporarily, on the basis of all available pertinent information, including that from the relevant international expert organizations, and taking into consideration, as appropriate, measures applied in other regions or countries in similar circumstances. Contracting parties shall seek to obtain the additional information necessary for a more objective assessment of risk and review the sanitary or phytosanitary measure accordingly within a reasonable period of time. >>

Documentation of Validity of Measures

22. When an exporting contracting party has reason to believe that a specific sanitary or phytosanitary measure introduced or maintained by an importing contracting party is not based on international standards, guidelines or recommendations, or when such standards or guidelines do not exist, the exporting contracting party may request, and the importing contracting party shall provide, an explanation of the reasons for such sanitary or phytosanitary measure.

23. << If, in the light of the explanation provided, an exporting contracting party considers that such sanitary or phytosanitary measure is not consistent with paragraphs 10 and 11 of this agreement and causes prejudice to its trade interests, and the importing country maintains a sanitary or phytosanitary measure which is more stringent than one based on international standards, guidelines or recommendations, the exporting contracting party may present a detailed request, and the importing contracting party shall provide, the necessary documentation of the validity of its measure on the basis of the available scientific evidence, the results of its risk assessment, and other relevant factors. >>

24. << When no appropriate international standard, guideline or recommendation exists, and an exporting contracting party considers, in the light of the explanation provided, that a sanitary or phytosanitary measure maintained by an importing contracting party causes prejudice to its trade interests and has substantial reason to believe that such measure is not consistent with paragraphs 10 and 11 of this agreement, the exporting contracting party may present a detailed request, and the importing country shall provide, the necessary documentation of the validity of its measure on the basis of available scientific evidence, the results of its risk assessment, and other relevant factors. >>

Adaptation to Regional Conditions including Pest- or Disease-Free Areas

25. << Contracting parties shall ensure that their sanitary and phytosanitary import measures are, whenever appropriate, adapted to the sanitary and phytosanitary characteristics of the area - whether a country, part of a country, or areas of several countries - from which the product originated and to which the product is destined. In assessing the sanitary and phytosanitary characteristics of a region, contracting parties shall take into account, inter alia, the level of prevalence of specific diseases or pests, the existence of eradication or control programmes, and appropriate criteria or guidelines which may be developed by the relevant international expert organizations. >>

26. << Contracting parties shall, in particular, recognize the concept of pest- or disease-free areas. Determination of pest/disease-free areas should be based on factors such as geography, ecosystems, epidemiological surveillance, and the effectiveness of sanitary and phytosanitary controls, [and should be verifiable by scientific evidence]. >>

27. Exporting contracting parties claiming that areas within their territories are free from a specific disease or pest shall, upon request, give the necessary evidence thereof to the importing contracting party. Importing contracting parties shall have the right to satisfy themselves by inspection, testing and other appropriate methods that such areas are, and are likely to remain, free of that specific disease or pest.

National Treatment and Non-Discrimination

28. << Contracting parties shall ensure that their sanitary and phytosanitary measures do not result in unjustifiably stricter treatment of imported products from any contracting party than of like domestic products or like imported products from any other contracting party [where similar conditions prevail]. "Treatment" is understood to include also application of risk assessment procedures and choice of the appropriate level of health assurance. >>

Equivalency

29. << Importing contracting parties shall accept as equivalent measures which may differ from their own, provided the importing contracting party is satisfied that these measures result in a level of health assurance similar to that required by its own sanitary and phytosanitary measures. >>

30. Contracting parties shall, whenever appropriate, enter into consultations with the aim of achieving bilateral and multilateral agreements on recognition of specified sanitary and phytosanitary measures.

Control, Inspection and Approval Procedures

31. Contracting parties shall ensure the operation of control, inspection and approval procedures as provided for in Annex III.

Transparency

32. With a view to maintaining a high degree of transparency with respect to all sanitary and phytosanitary measures affecting access to their territories, contracting parties shall ensure their compliance with the provisions of Annex IV.

Technical Assistance

33. Contracting parties agree to facilitate the provision of technical assistance to other contracting parties, especially developing contracting parties, either bilaterally or through the appropriate international organizations. Such assistance may be, inter alia, in the areas of processing technologies, research and infrastructure, including in the establishment of national regulatory bodies, and take the form of advice, credits, donations, training and equipment to allow such countries to adjust to, and comply with, sanitary and phytosanitary measures necessary to achieve the appropriate level of health assurance in their domestic and export markets.

Special and Differential Treatment

34. In the preparation and application of sanitary and phytosanitary measures, contracting parties shall take account of the special needs of developing contracting parties, and in particular of the least-developed ones. Where the appropriate level of health assurance allows scope for the phased introduction of new sanitary and phytosanitary measures, longer time-frames for compliance should be accorded on products on interest to developing contracting parties so as to maintain access opportunities for their exports.

35. [Where substantial investments are required in order for an exporting developing contracting party to fulfil the sanitary and phytosanitary requirements of an importing contracting party, importing contracting parties should consider according, on an MFN basis, additional market access opportunities for the product involved.]

36. [When sanitary or phytosanitary measures more stringent than necessary according to an appropriate level of health assurance are applied on a product or products originating in a developing country, compensation equivalent to the prejudice or reduction or loss of market access should be extended to the country affected.]

37. Contracting parties should encourage and facilitate the active participation of developing countries in the relevant international expert organizations.

Consultations and Dispute Settlement

38. << As provided in the dispute settlement procedures available under the auspices of the GATT, contracting parties shall respond to requests for consultations promptly and shall make every attempt to reach a mutually satisfactory solution within a limited period of time. In this respect, if the contracting parties involved agree, they may seek technical advice from renowned experts, make use of the good offices of the relevant international organizations, or of the dispute settlement procedures, if any, of these organizations, or seek arbitration. >>

39. << If the contracting parties cannot reach a mutually satisfactory solution to the dispute, they may take recourse to the dispute settlement procedures available under the auspices of the GATT, as amended in the Uruguay Round. >>

<< Panels established to examine sanitary and phytosanitary disputes should, whenever appropriate, make use of those provisions allowing them to seek technical advice and assistance from the appropriate experts, in particular from independent experts identified by the relevant international expert organizations. >>

or, alternatively,

[<< If any party to a sanitary or phytosanitary dispute so requests, the [Council] [Panel] shall establish a Technical Experts Group (TEG) to advise the dispute settlement panel.

A TEG shall be composed of three persons unless both parties to the dispute agree otherwise. The TEG shall be composed of members who are mutually agreeable to both parties to the dispute.

The TEG shall address only issues relating to whether the SPS measure rests on a sound scientific basis, is based on internally consistent decisions with regard to the appropriate level of health assurance, is not unnecessarily restrictive, or could not have been established in a way which would have had a less discriminatory effect and still have achieved its goal. The TEG shall not provide interpretations of the provisions of the agreement, and shall confine its deliberations to questions of fact.

The TEG shall submit to the panel a written report setting forth its conclusions and the basis for those conclusions. The conclusions of the TEG shall have an advisory status only and shall not be binding upon the panel. >>]

40. In cases where developing contracting parties are involved in dispute settlement on sanitary and phytosanitary issues, the GATT secretariat shall facilitate the provision of technical advice and information to them.

<< General Reservations

41. Nothing in this agreement shall be construed as requiring contracting parties to disclose confidential information which would impede enforcement of sanitary and phytosanitary legislation or which would prejudice the legitimate commercial interests of particular enterprises. >>

Administration

42. A Committee on sanitary and phytosanitary regulations and barriers composed of representatives from each of the contracting parties (hereinafter referred to as "the Committee") shall be established.

43. The Committee shall elect its own Chairman and shall meet as necessary but no less than [once] [twice] a year, for the purpose of affording contracting parties the opportunity of consulting on any matters relating to the operation of this agreement, of the furtherance of its objectives, [in particular with respect to harmonization, as provided in Annex II], with regard to the correct interpretation of the agreement, and of making recommendations on its appropriate implementation. The Committee may also decide upon and enter into ad hoc consultations or negotiations on specific sanitary and phytosanitary issues of interest to its members. The Committee shall be serviced by the GATT secretariat.

44. It is understood that close contact shall be maintained by the Committee with the relevant international and regional organizations in the field of sanitary and phytosanitary protection, especially with the Codex Alimentarius Commission, the International Office of Epizootics and the administrative body for the International Plant Protection Convention, with the object of securing the best available scientific and technical advice for the administration of this agreement and in order to ensure that unnecessary duplication of effort is avoided.

[Alternatively:

45. The CONTRACTING PARTIES will review this agreement and its implementation annually with a view to affording contracting parties the opportunity of consulting on any matters relating to this agreement, including the furtherance of its objectives or the interpretation of its provisions, or the establishment of ad hoc consultations or negotiations on specific sanitary and phytosanitary issues of interest to contracting parties.]

Implementation

46. << Contracting parties shall ensure that governmental bodies at all levels, including supra-national governing bodies, national [and sub-national] governments, comply with the relevant provisions of this agreement. Contracting parties shall take such reasonable measures as may be available to them to ensure that [sub-national and] non-governmental bodies within their territories, as well as regional bodies in which relevant bodies within their territories are members, comply with the provisions of this agreement with the exception of paragraphs 12, 13, 34, 40, 41, 42 and Annex IV. In addition, contracting parties shall not take measures which have the effect of, directly or indirectly, requiring or encouraging such regional, [sub-national] or non-governmental bodies to act in a manner inconsistent with the provisions of this agreement. >>

47. This agreement shall apply to all sanitary and phytosanitary measures which come into effect as of _____. Furthermore, contracting parties shall ensure that their sanitary and phytosanitary measures are made consistent with the provisions of this agreement within [two] years following the entry into force of this agreement.

ANNEX I

Definitions

For the purposes of this agreement, the following definitions shall apply:

1. Sanitary or phytosanitary measure - Any measure relating to an agricultural product which is designed or operates to protect human, animal or plant life or health [within the territory of the country applying the measure].

Sanitary and phytosanitary measures shall cover all regulations, requirements and procedures [directly] related to human, animal or plant life or health including, inter alia, end product criteria; processing and production methods; testing, inspection, certification and approval procedures; quarantine treatments; provisions on relevant statistical methods, sampling procedures and methods of risk assessment; and those packaging and labelling requirements directly related to food safety. Measures relating, inter alia, to quality assurance, composition and grading, [consumer preferences, consumer information, animal welfare and ethical and moral considerations] are not considered to be sanitary or phytosanitary measures for the purposes of this agreement.

<< **Note** - An agricultural product is here taken to include all products falling within Chapters 1-24 of the Harmonized System. >>

2. Sanitary and phytosanitary regulation - Sanitary and phytosanitary measure such as law, decree and ordinance applicable generally.

Note - The definition thus excludes individual permits and approvals based on regulations.

3. Measures necessary to protect human, animal or plant life or health - Measures based on an internally consistent assessment of risk derived from scientific information or data which:

- (a) is generally available (or made available by private industry) and not outdated by more recent or more clearly reliable data; and
- (b) has been collected in a legitimate scientific manner (e.g., on the basis of studies which are performed in a way which allows for reproduceable results, blind studies, etc.); and
- (c) which has been analysed on the basis of legitimate statistical methods.

Measures must not be unnecessarily restrictive. The coverage of an SPS measure must:

- (a) not contain requirements that are more stringent than necessary to meet objectives consistent with the agreement; and

- (b) be applied as narrowly as possible, to encompass only that class of products or events which is the object of legitimate concern; and
- (c) not be maintained if the circumstances giving rise to their adoption no longer exist or if the changed circumstances can be addressed in a less restrictive manner.

4. Control, inspection and approval procedure - Any procedure for determining that relevant requirements are fulfilled.

Note - Control and inspection procedures include inter alia procedures for sampling, testing, inspection, certification and approval.

5. Harmonization - The establishment and maintenance of the same sanitary and phytosanitary requirements in different contracting parties.

6. International standards, guidelines and recommendations

- for food safety, the standards, recommendations and guidelines of the Codex Alimentarius Commission relating to food additives, veterinary drug and pesticide residues, environmental contaminants, methods of analysis and sampling, and codes and guidelines of hygienic practice;
- for animal health, the standards, recommendations and guidelines developed under the auspices of the International Office of Epizootics;
- for plant health, the standards, recommendations and guidelines developed in the framework of the International Plant Protection Convention by organizations engaged in these activities;

and, for matters not covered by the above organizations, appropriate standards, recommendations and guidelines promulgated by other relevant international organizations [open to full participation by all contracting parties].

7. Risk assessment - << The evaluation of the likelihood of entry and establishment of a pest or disease within a territory, and the relevant potential biological and economic consequences, or of exposure and damage to human, animal or plant life or health from contaminants in food. >>

8. Appropriate level of health assurance - << The level of protection from risks, as identified through appropriate risk assessment procedures, which would allow the maximum trade opportunities while ensuring the legitimate and necessary protection of human, animal or plant life or health. >>

9. Pest/Disease-Free Areas - Areas, whether within part of a country or in a geographic region which includes all of or parts of several countries, in which a specific pest or disease is known/certified not to exist.

10. Areas of low pest or disease prevalence - Areas, whether within part of a country or in a geographic region which includes all or parts of several countries, in which a specific pest or disease is known/certified to exist only at very limited levels.

11. Equivalent - Sanitary and phytosanitary measures which are not identical but which achieve similar results, including ensuring the appropriate level of health assurance.

ANNEX II

Monitoring of Harmonization

[<< 1. A list of the appropriate standards, guidelines and recommendations established by the relevant international organizations should be maintained in the GATT with an indication of those contracting parties which can not grant access to their markets for imported products conforming to these standards or guidelines.

2. Upon notifying their non-acceptance of a particular standard, guideline or recommendation, the contracting party shall indicate if the reason is (1) because it considers the standard to be more stringent than necessary; (2) because it considers that the standard is not stringent enough to provide the desired level of protection; or (3) because of specific conditions which make the standard inappropriate for its use.

3. The Committee on sanitary and phytosanitary measures shall on the basis of the listing of standards and notification under paragraph 2, review existing standards on which a large degree of acceptance exists and, as appropriate, designate those standards, guidelines or recommendations as GATT-recognized import standards.

4. Following its acceptance of a standard, guideline or recommendation, a contracting party may revise its acceptance. However, in such circumstances the contracting party shall provide a detailed explanation for its change and inform the GATT as well as the relevant international organizations. The Committee may request the relevant international organizations to promptly investigate the explanation.

5. The Committee will, furthermore, ensure the co-operation with the relevant international organizations and in particular it shall, on the basis of an initiative from one of the contracting parties, request the relevant international organizations to examine specific questions with respect to a particular standard, guideline or recommendation. Subsequent to completion of such an examination by the relevant international organization, the Committee will determine whether either the original standard, guideline or recommendation, or some modified version if this is necessary, may be designated under the provisions of paragraph 3 of this Annex.

6. Contracting parties will ensure the availability of any necessary additional resources including for the financing of requested reviews to be carried out by relevant international organizations.

7. A contracting party which has notified its acceptance of a standard, guideline or recommendation shall grant import clearance, with respect to the pertinent sanitary or phytosanitary requirement, for products conforming to such standards. >>]

ANNEX III

Control, Inspection and Approval Procedures

Contracting parties shall ensure, when operating control, inspection and approval procedures that:

- (1) control, inspection and approval procedures are undertaken and completed without undue delay and in no less favourable order for imported products than for like domestic products;
- (2) information requirements are limited to what is necessary for control, inspection and approval;
- (3) the confidentiality of information about imported products arising from or supplied in connection with control, inspection and approval is respected in the same way as for domestic products;
- (4) any deficiencies in the application are promptly informed to the applicant;
- (5) any requirements for control, inspection and approval of individual specimens of a product are limited to what is reasonable and necessary;
- (6) any fees imposed for control, inspection and approval procedures on imported products are equitable in relation to fees charged on like domestic products or products originating in any other country and should be no higher than the actual cost of the service;
- (7) the siting of facilities used in control and inspection procedures and the selection of samples are such as not to cause unnecessary inconvenience to applicants, importers, exporters or their agents;
- (8) whenever specifications of a product are changed subsequent to its control and inspection in light of the applicable regulations, the control and inspection procedure for the modified product is limited to what is necessary to determine whether adequate confidence exists that the product still meets the regulations concerned;
- (9) a procedure exists to review complaints concerning the operation of control, inspection and approval procedures and to take corrective action when a complaint is justified.

Nothing in this agreement shall prevent contracting parties from carrying out reasonable spot checks within their territories.

<< Provisions with respect to control at the production level, as well as at importation and marketing, should be provided. >>

<< Provisions with respect to acceptance of test results and of certification should be included. >>

<< Provisions with respect to use of domestic approval procedures may be included. >>

ANNEX IV

Transparency of Sanitary and Phytosanitary Regulations

1. Publication of regulations

1.1 Contracting parties shall ensure that all sanitary and phytosanitary regulations which have been adopted are published promptly in such a manner as to enable interested contracting parties to become acquainted with them.

1.2 Except in urgent circumstances, contracting parties shall allow a reasonable interval between the publication of a sanitary or phytosanitary regulation and its entry into force in order to allow time for producers in exporting countries, and particularly in developing countries, to adapt their products and methods of production to the requirements of the importing country.

2. Enquiry points

2.1 Each contracting party shall ensure that one enquiry point exists which is responsible for the provision of answers to all reasonable questions from interested contracting parties as well as for the provision of relevant documents regarding:

- (a) any sanitary and phytosanitary regulations adopted or proposed within its territory;
- (b) any control and inspection procedures, production and quarantine treatment, pesticide tolerance and food additive approval procedures, which are operated within its territory;
- (c) risk assessment procedures, factors taken into consideration, as well as the target level of health protection/assurance;
- (d) the membership and participation of the contracting party, or of relevant bodies within its territory, in international and regional sanitary and phytosanitary organizations and systems, as well as in bilateral and multilateral agreements and arrangements within the scope of this agreement and copies of the texts of such agreements and arrangements.

2.2 Contracting parties shall ensure that where copies of documents are requested by interested contracting parties, they are supplied at the same price (if any) as to the nationals of the contracting party concerned.

3. Notification procedures

3.1 Whenever an internationally recognized standard, recommendation or guideline does not exist or the content of a proposed sanitary or phytosanitary regulation is not substantially the same as the content of an internationally recognized standard, recommendation or guideline, and if the regulation may have a significant effect on trade of other contracting parties, contracting parties shall:

- (a) publish a notice in a publication at an early appropriate stage, in such a manner as to enable interested contracting parties to become acquainted with it, that they propose to introduce a particular regulation;
- (b) notify other contracting parties through the GATT secretariat of the products to be covered by the regulation together with a brief indication of the objective and rationale of the proposed regulation. Such notifications shall take place at an early appropriate stage, when a draft with the complete text of a proposed regulation is made available domestically, and when amendments can still be introduced and comments taken into account;
- (c) provide upon request to other contracting parties copies of the proposed regulation and, whenever possible, identify the parts which in substance deviate from internationally agreed standards, recommendations or guidelines;
- (d) allow reasonable time for other contracting parties to make comments in writing, discuss these comments upon request, and take the comments and the results of the discussions into account.

3.2 However, where urgent problems of safety, health, or environmental protection arise or threaten to arise for a contracting party, that contracting party may omit such of the steps enumerated in paragraph 3.1 of this Annex as it finds necessary provided that the contracting party:

- (a) immediately notify other contracting parties through the GATT secretariat of the particular regulation and the products covered, with a brief indication of the objective and the rationale of the regulation, including the nature of the urgent problem(s);
- (b) provide upon request to other contracting parties copies of the regulation;
- (c) allow other contracting parties to make comments in writing, discuss these comments upon request, and take the comments and the results of the discussions into account.

3.3 Notifications to the GATT secretariat shall be in English, French or Spanish.

3.4 Contracting parties shall, if so requested by other contracting parties, provide copies of the documents or summaries of the documents covered by a specific notification in English, French or Spanish.

3.5 The GATT secretariat shall promptly circulate copies of the notifications to all contracting parties and interested international organizations and draw the attention of developing contracting parties to any notifications relating to products of particular interest to them.

3.6 Contracting parties shall designate one single central government authority as responsible for the implementation on the national level of the provisions concerning notification procedures according to paragraphs 3.1, 3.2, 3.3 and 3.4 of this Annex.

4. General reservations

4.1 Nothing in this agreement shall be construed as requiring:

- (a) the provision of particulars or copies of drafts or the publications of texts other than in the language of the contracting party except as stated in paragraph 3.4 of this Annex; or
- (b) contracting parties to disclose confidential information which would impede enforcement of sanitary and phytosanitary legislation or which would prejudice the legitimate commercial interests of particular enterprises.

<< Modification of the procedures for transparency may be necessary in the light of the proposed screening procedure on application of international standards.>>