

# GENERAL AGREEMENT ON TARIFFS AND TRADE

RESTRICTED  
TAR/Spec/1  
19 February 1982

---

Committee on Tariff Concessions

SUBMISSION OF LOOSE-LEAF SCHEDULES

Communication by Japan

With reference to the discussions on the Loose-Leaf Schedules which took place in the Committee on Tariff Concessions<sup>1</sup>, the Permanent Mission of Japan has transmitted to the secretariat the following points of clarification concerning their views on the legal status of the Loose-Leaf Schedules. Members of the Committee on Tariff Concessions are invited to transmit to the secretariat, not later than 12 March 1982, any views they may have on these points.

---

The Government of Japan wishes to know whether its views expressed below are shared by the GATT Secretariat and member countries of the Committee.

(1) Existing GATT legal instruments, at least concerning the present tariff concessions, which are, in the case of Japan, the Fourth Certification of the changes to Schedules to the GATT and the Geneva (1979) Protocol to the GATT, will continue to be valid and, therefore, will maintain legally binding force even after the Loose-Leaf Schedules have been established. The staging rules and other matters agreed upon in the previous tariff negotiations should continue to be, as before, fully adhered to in accordance with the above mentioned legal instruments.

(2) Protocols, certifications or any other legal documents will be made as in the past, if and when new agreements are reached in future tariff negotiations or renegotiations etc. after the Loose-Leaf Schedules have been established.

---

<sup>1</sup> See TAR/M/5, paragraphs 5.8 to 5.16.

The contents of those new agreements will then be incorporated in the Loose-Leaf Schedules, but, as was the case in (1) above, those agreed documents will not be deprived of their legally binding force. In other words, the Loose-Leaf Schedules perform the sole function of being a faithful and authentic reflection of the concessions agreed upon and contained in the agreed documents, and, as such, do not create by themselves any legal obligation.

(3) According to a preliminary explanation made to the Japanese Mission by the GATT Secretariat, the Loose-Leaf Schedules are "the sole legal source". The Government of Japan, in accordance with the views expressed above, interprets this statement to mean that the Loose-Leaf Schedules, being a faithful and authentic reflection, will, for convenience' sake, be the first source to be referred to.

(NOTE)

Reference is made to the previous GATT attempt on a "Consolidated" Schedules made in 1952, which contains legal problems. (See L/483, the page 65 of BISD (1st Supp. 1953) and the page 115 of BISD (7th Supp. 1959)).

The relevant parts of BISD read as follows:

- "(a) some countries would for constitutional reasons be unable to agree to making the Consolidated Schedules authentic in their present form and some would have constitutional difficulties in resubmitting the results of the negotiations, in a different form, to their legislations;
- (b) if the Consolidated Schedules were to become authentic, the legal status of the original Schedules and of the various protocols rectifying, amending and modifying them would have to be withdrawn and in the case of disputes or withdrawals it would be difficult to ascertain the exact scope of the original concession and precisely the party or parties interested; and

(c) from past experience it seems that it would be very difficult to put the authenticated Schedules into effect. Even if it were possible to obtain instantaneous unanimous signature there would continue to be rectifications, modifications, etc., and the drawing up of new protocols every year."

(Page 65)

- "(a) any contracting party, wishing to prepare a consolidated schedule to replace its separate schedules annexed to the various Protocols, may do so, provided a draft consolidated schedule is submitted to the CONTRACTING PARTIES for approval under the normal rectification procedures;
- (b) such a contracting party should give due notice of its intention and should submit copies early enough before the usual protocol of rectifications and modifications is prepared, to allow for adequate checking by all contracting parties;
- (c) the contracting party to which the draft consolidated schedule relates, should be expected to accept the understanding that earlier schedules and -- as has always been the case in the past -- negotiating records, would be considered as proper sources in interpreting concessions contained in legal consolidated schedules."