

## **CHAPTER EIGHT**

### **TRADE IN SERVICES**

#### **Article 8.1: Definitions**

For purposes of this Chapter:

**aircraft repair and maintenance services** means such activities when undertaken on an aircraft or a part thereof while it is withdrawn from service and do not include so-called line maintenance;

**commercial presence** means any type of business or professional establishment including through:

- (a) the constitution, acquisition or maintenance of a juridical person; or
- (b) the creation or maintenance of a branch or a representative office,

within the territory of a Party for the purpose of supplying a service;

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

**ground handling services** means the supply at an airport, on a fee or contract basis, of the following: airline representation, administration and supervision; passenger handling; baggage handling; ramp services; catering (except the preparation of the food); air cargo and mail handling; fueling of an aircraft; aircraft servicing and cleaning; surface transport; and flight operations, crew administration and flight planning. Ground handling services do not include: self-handling; security; line maintenance; aircraft repair and maintenance; or management or operation of essential centralized airport infrastructure such as de-icing facilities, fuel distribution systems, baggage handling systems, and fixed intra-airport transport systems;

**juridical person** means any legal entity duly constituted or otherwise organized under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

**juridical person of the other Party** means a juridical person which is either:

- (a) constituted or otherwise organized under the law of that other Party, and is engaged in substantive business operations in the territory of that Party; or
- (b) in the case of the supply of a service through commercial presence, owned or controlled by:
  - (i) natural persons of that Party; or
  - (ii) juridical persons of that other Party identified under subparagraph (a);

a juridical person is:

- (a) **owned** by persons of a Party if more than 50 percent of the equity interest in it is beneficially owned by persons of that Party;
- (b) **controlled** by persons of a Party if such persons have the power to name a majority of its directors or otherwise to legally direct its actions; or
- (c) **affiliated** with another person when it controls, or is controlled by, that other person; or when it and the other person are both controlled by the same person;

**measure** means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

**measures by Parties** means measures adopted or maintained by:

- (a) central, regional, or local governments and authorities; and
- (b) non-governmental bodies in the exercise of powers delegated by central, regional, or local governments or authorities;

In fulfilling its obligations and commitments under this Chapter, each Party shall take such reasonable measures as may be available to it to ensure their observance by regional and local governments and authorities and non-governmental bodies within its territory;

**measures by Parties affecting trade in services** includes measures in respect of

- (a) the purchase, payment, or use of a service;

- (b) the access to and use of, in connection with the supply of a service, services which are required by a Party to be offered to the public generally; and
- (c) the presence, including commercial presence, of persons of a Party for the supply of a service in the territory of the other Party;

**monopoly supplier of a service** means any person, public or private, which in the relevant market of the territory of a Party is authorized or established formally or in effect by that Party as the sole supplier of that service;

**natural person of a Party** means a national or a permanent resident<sup>1</sup> of a Party according to its laws and regulations;

**person** means either a natural person or a juridical person;

**sector of a service** means:

- (a) with reference to a specific commitment, one or more, or all, subsectors of that service, as specified in a Party's Schedule; or
- (b) otherwise, the whole of that service sector, including all of its subsectors;

**selling and marketing of air transport services** means opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution. These activities do not include the pricing of air transport services nor the applicable conditions;

**services** includes any service in any sector except services supplied in the exercise of governmental authority;

**service consumer** means any person that receives or uses a service;

**service of the other Party** means a service which is supplied:

- (a) from or in the territory of that other Party, or in the case of maritime transport, by a vessel registered under the laws of that other Party, or by a person of that other Party which supplies the

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<sup>1</sup> With respect to the UAE, the term **permanent resident** means any natural person who is in possession of a valid residency permit under the laws and regulations of the UAE. For the purposes of this Chapter and its Annexes, the term **permanent resident** shall exclude natural persons who are in possession of foreign student residency, foreign retiree residency, remote working residency, domestic worker residency, and foreign dependents residency permits.

service through the operation of a vessel and/or its use in whole or in part; or

- (b) in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of that other Party;

**a service supplied in the exercise of governmental authority** means any service which is supplied neither on a commercial basis, nor in competition with one or more service suppliers;

**service supplier** means any person that seeks to supply or supplies a service;<sup>2</sup>

**supply of a service** includes the production, distribution, marketing, sale, and delivery of a service;

**trade in services** means the supply of a service:

- (a) from the territory of a Party into the territory of the other Party;
- (b) in the territory of a Party to the service consumer of the other Party;
- (c) by a service supplier of a Party, through commercial presence in the territory of the other Party;
- (d) by a service supplier of a Party, through presence of natural persons of a Party in the territory of the other Party; and

**traffic rights** means the right for scheduled and non-scheduled services to operate and/or to carry passengers, cargo and mail for remuneration or hire from, to, within, or over the territory of a Party, including points to be served, routes to be operated, types of traffic to be carried, capacity to be provided, tariffs to be charged and their conditions, and criteria for designation of airlines, including such criteria as number, ownership, and control.

## **Article 8.2: Scope and Coverage**

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

1. This Chapter shall apply to measures by Parties affecting trade in services.

2. This Chapter shall not apply to:

- (a) laws, regulations, or requirements governing the procurement by government agencies of services purchased for governmental purposes and not with a view to commercial resale or with a view to use in the supply of services for commercial sale;
- (b) subsidies or grants provided by a Party, including government-supported loans, guarantees, and insurance;
- (c) measures affecting natural persons seeking access to the employment market of a Party, or measures regarding citizenship, residence or employment on a permanent basis; and
- (d) measures affecting air traffic rights, however granted or measures affecting services directly related to the exercise of air traffic rights, other than measures affecting:
  - (i) aircraft repair and maintenance services;
  - (ii) the selling and marketing of air transport services;
  - (iii) computer reservation system services; or
  - (iv) ground handling services.

3. Nothing in this Chapter shall prevent a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to any Party under the terms of a specific commitment.<sup>3</sup>

### **Article 8.3: Market Access**

1. With respect to market access through the modes of supply identified in Article 8.1, each Party shall accord services and service suppliers of the other Party treatment no less favorable than that provided for under the terms,

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<sup>3</sup> The sole fact of requiring a visa for natural persons of certain country and not for those of others shall not be regarded as nullifying or impairing benefits under a specific commitment.

limitations, and conditions agreed and specified in its Schedule of Specific Commitments.<sup>4</sup>

2. In sectors where market access commitments are undertaken, the measures which a Party shall not maintain or adopt, either on the basis of a regional subdivision or on the basis of its entire territory, unless otherwise specified in its Schedule of Specific Commitments, are defined as:

- (a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
- (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;
- (c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test;<sup>5</sup>
- (d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test;
- (e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service; and
- (f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

#### **Article 8.4: National Treatment**

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<sup>4</sup> If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (a) of the definition of **trade in services** in Article 8.1 and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital. If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (c) of the definition of **trade in services** in Article 8.1, it is thereby committed to allow related transfers of capital into its territory.

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

1. In the sectors inscribed in its Schedule of Specific Commitments, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favorable than that it accords to its own like services and service suppliers.<sup>6</sup>

2. A Party may meet the requirement in paragraph 1 by according to services and service suppliers of the other Party either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.

3. Formally identical or formally different treatment by a Party shall be considered to be less favorable if it modifies the conditions of competition in favor of services or service suppliers of that Party compared to the like service or service suppliers of the other Party.

#### **Article 8.5: Additional Commitments**

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 8.3 and 8.4, including those regarding qualifications, standards, or licensing matters. Such commitments shall be inscribed in a Party's Schedule of Specific Commitments.

#### **Article 8.6: Schedules of Specific Commitments**

1. Each Party shall set out in a schedule the specific commitments it undertakes under Articles 8.3, 8.4, and 8.5. With respect to sectors where such commitments are undertaken, each Schedule of Specific Commitments shall specify:

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

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<sup>6</sup> Specific commitments assumed under this Article shall not be construed to require either Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.

- (e) the date of entry into force of such commitments.
- 2. Measures inconsistent with both Articles 8.3 and 8.4 shall be inscribed in the column relating to Article 8.3. In this case, the inscription will be considered to provide a condition or qualification to Article 8.4 as well.
- 3. Schedules of Specific Commitments shall be annexed to this Chapter and shall form an integral part of this Agreement.

#### **Article 8.7: Most-Favored Nation Treatment**

If, after the date of entry into force of this Agreement, a Party enters into an agreement notified under Article V or Article V bis of GATS, it shall upon request from the other Party afford adequate opportunity to that Party to negotiate the benefits granted therein.

#### **Article 8.8: Modification of Schedules**

1. (a) A Party (referred to in this Article as the “modifying Party”) may modify or withdraw any commitment in its Schedule, at any time after three years have elapsed from the date on which that commitment entered into force, in accordance with the provisions of this Article.

(b) A modifying Party shall notify its intent to modify or withdraw a commitment pursuant to this Article to the Committee on Trade in Services no later than three months before the intended date of implementation of the modification or withdrawal.

2. At the request of a Party the benefits of which under this Chapter may be affected (referred to in this Article as an “affected Party”) by a proposed modification or withdrawal notified under paragraph 1(b), the modifying Party shall enter into negotiations with a view to reaching agreement on any necessary compensatory adjustment. In such negotiations and agreement, the Parties shall endeavor to maintain a general level of mutually advantageous commitments not less favorable to trade than that provided for in Schedules of Specific Commitments prior to such negotiations.

3. If agreement is not reached between the modifying Party and the affected Party before the end of the period provided for negotiations, the affected Party may refer the matter to the Committee on Trade in Services. Where the Committee on Trade in Services fails to reach an agreement on the matter, the Committee on Trade in Services may refer the matter to the Joint Committee to adopt a decision or make a recommendation.



4. The Joint Committee shall establish procedures for rectification or modification of Schedules. A Party which has modified or withdrawn scheduled commitments under this Article shall modify its Schedule according to such procedures.

## **Article 8.9: Domestic Regulation**

### *Scope*

1. This Article shall apply to measures by a Party relating to licensing requirements and procedures, qualification requirements and procedures, and technical standards affecting trade in services.

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

3. This Article shall not apply to any terms, limitations, conditions, or qualifications set out in a Party's Schedule pursuant to Articles 8.3 or 8.4.

4. For the purpose of this Article, **authorization** means the permission to supply a service, resulting from a procedure to which an applicant must adhere in order to demonstrate compliance with licensing requirements, qualification requirements, or technical standards.

### *Submission of Applications*

5. Each Party shall, to the extent practicable, avoid requiring an applicant to approach more than one competent authority for each application for authorization. If a service is within the jurisdiction of multiple competent authorities, multiple applications for authorization may be required.

### *Application Timeframes*

6. If a Party requires authorization for the supply of a service, it shall ensure that its competent authorities to the extent practicable permit submission of an application at any time throughout the year.<sup>7</sup> If a specific time period for applying exists, the Party shall ensure that the competent authorities allow a reasonable period for the submission of an application.

### *Electronic Applications and Acceptance of Copies*

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<sup>7</sup> Competent authorities are not required to start considering applications outside of their official working hours and working days.

7. If a Party requires authorization for the supply of a service, it shall ensure that its competent authorities:

- (a) taking into account their competing priorities and resource constraints, endeavor to accept applications in electronic format; and
- (b) accept copies of documents, that are authenticated in accordance with the Party's domestic laws and regulations, in place of original documents, unless the competent authorities require original documents to protect the integrity of the authorization process.

#### *Processing of Applications*

8. If a Party requires authorization for the supply of a service, it shall ensure that its competent authorities:

- (a) to the extent practicable, provide an indicative timeframe for processing of an application;
- (b) at the request of the applicant, provide without undue delay information concerning the status of the application;
- (c) to the extent practicable, ascertain without undue delay the completeness of an application for processing under the Party's domestic laws and regulations;
- (d) if they consider an application complete for processing under the Party's domestic laws and regulations,<sup>8</sup> within a reasonable period of time after the submission of the application ensure that:
  - (i) the processing of the application is completed; and
  - (ii) the applicant is informed of the decision concerning the application,<sup>9</sup> to the extent possible in writing;<sup>10</sup>

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<sup>8</sup> Competent authorities may require that all information is submitted in a specified format to consider it "complete for processing".

<sup>9</sup> Competent authorities may meet this requirement by informing an applicant in advance in writing, including through a published measure, that lack of response after a specified period of time from the date of submission of an application indicates acceptance of the application or rejection of the application.

<sup>10</sup> "In writing" may include in electronic form.

- (e) if they consider an application incomplete for processing under the Party's domestic laws and regulations, within a reasonable period of time, to the extent practicable:
  - (i) inform the applicant that the application is incomplete;
  - (ii) at the request of the applicant, identify the additional information required to complete the application, or otherwise provide guidance on why the application is considered incomplete; and
  - (iii) provide the applicant with the opportunity<sup>11</sup> to provide the additional information that is required to complete the application;

however, if none of the above is practicable, and the application is rejected due to incompleteness, ensure that they so inform the applicant within a reasonable period of time; and

- (f) if an application is rejected, to the extent possible, either upon their own initiative or upon request of the applicant, inform the applicant of the reasons for rejection and, if applicable, the procedures for resubmission of an application; an applicant should not be prevented from submitting another application<sup>12</sup> solely on the basis of a previously rejected application.

9. The competent authorities of a Party shall ensure that authorization, once granted, enters into effect without undue delay, subject to applicable terms and conditions.<sup>13</sup>

#### *Fees*

10. Each Party shall ensure that the authorization fees<sup>14</sup> charged by its competent authorities are reasonable, transparent, based on authority set out in a measure, and do not in themselves restrict the supply of the relevant service.

#### *Assessment of Qualifications*

11. If a Party requires an examination for authorization for the supply of a service, that Party shall ensure that its competent authorities schedule such an

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<sup>11</sup> Such opportunity does not require a competent authority to provide extensions of deadlines.

<sup>12</sup> Competent authorities may require that the content of such an application has been revised.

<sup>13</sup> Competent authorities are not responsible for delays due to reasons outside their competence.

<sup>14</sup> Authorization fees do not include fees for the use of natural resources, payments for auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

examination at reasonably frequent intervals and provide a reasonable period of time to enable applicants to request to take the examination. Having regard to the cost, administrative burden, and the integrity of the procedures involved, the Parties are encouraged to accept requests in electronic format to take such examinations, and to consider, to the extent practicable, the use of electronic means in other aspects of examination processes.

### *Recognition*

12. Where professional bodies of the Parties are mutually interested in establishing dialogues on issues relating to recognition of professional qualifications, licensing or registration, the Parties should consider supporting the dialogue of those bodies where requested and appropriate.

### *Independence*

13. If a Party adopts or maintains measures relating to the authorization for the supply of a service, the Party shall ensure that its competent authorities reach and administer their decisions in a manner independent from any supplier of the service for which authorization is required.<sup>15</sup>

### *Publication and Information available*<sup>16</sup>

14. Further to Article 1.7 (Transparency), if a Party requires authorization for the supply of a service, the Party shall promptly publish,<sup>17</sup> or otherwise make publicly available in writing, the information necessary for service suppliers or persons seeking to supply a service to comply with the requirements and procedures for obtaining, maintaining, amending, and renewing such authorization. Such information shall include, *inter alia*, where it exists:

- (a) the requirements and procedures;
- (b) contact information of relevant competent authorities;
- (c) fees;
- (d) technical standards;

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<sup>15</sup> For greater certainty, this provision does not mandate a particular administrative structure; it refers to the decision-making process and administering of decisions.

<sup>16</sup> Paragraph 14 recognize that the Parties have different systems to consult interested persons and the other Party on certain measures before its adoption, and that the alternatives set out in paragraph 14 reflect different legal systems.

<sup>17</sup> For purposes of this Article, **publish** means to include in an official publication, such as an official journal, or on an official website. The Parties are encouraged to consolidate electronic publications into a single portal.

- (e) procedures for appeal or review of decisions concerning applications;
- (f) procedures for monitoring or enforcing compliance with the terms and conditions of licenses or qualifications;
- (g) opportunities for public involvement, such as through hearings or comments; and
- (h) indicative timeframes for processing of an application.

#### *Enquiry Points*

15. Each Party shall maintain or establish appropriate mechanisms for responding to enquiries from service suppliers or persons seeking to supply a service regarding the measures referred to in paragraph 1.<sup>18</sup> A Party may choose to address such enquiries through either the enquiry and contact points or any other mechanisms as appropriate.

#### *Technical Standards*

16. Each Party shall encourage its competent authorities, when adopting technical standards, to adopt technical standards developed through open and transparent processes, and shall encourage any body, including relevant international organizations,<sup>19</sup> designated to develop technical standards to use open and transparent processes.

#### *Development of Measures*

17. If a Party adopts or maintains measures relating to the authorization for the supply of a service, the Party shall ensure that:

- (a) such measures are based on objective and transparent criteria;<sup>20</sup>
- (b) the procedures are impartial, and that the procedures are adequate for applicants to demonstrate whether they meet the requirements, if such requirements exist;

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<sup>18</sup> It is understood that resource constraints may be a factor in determining whether a mechanism for responding to enquiries is appropriate.

<sup>19</sup> The term “relevant international organizations” refers to international bodies whose membership is open to the relevant bodies of the Parties to this Agreement.

<sup>20</sup> Such criteria may include, *inter alia*, competence and the ability to supply a service, including to do so in a manner consistent with a Party’s regulatory requirements, such as health and environmental requirements. Competent authorities may assess the weight to be given to each criterion.

- (c) the procedures do not in themselves unjustifiably prevent the fulfilment of requirements; and
- (d) such measures do not discriminate between men and women.<sup>21</sup>

#### **Article 8.10: Recognition**

1. For the purposes of the fulfilment, in whole or in part, of its standards or criteria for the authorization, licensing or certification of service suppliers, and subject to the requirements of paragraph 3, a Party may recognize, or encourage its relevant competent bodies to recognize, the education or experience obtained, requirements met, or licenses or certifications granted in a particular country. Such recognition, which may be achieved through harmonization or otherwise, may be based upon an agreement or arrangement with the country concerned, or may be accorded autonomously.

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

3. A Party shall not accord recognition in a manner which would constitute a means of discrimination between the other Party and non-Parties in the application of its standards or criteria for the authorization, licensing or certification of service suppliers, or a disguised restriction on trade in services.

4. Wherever appropriate, recognition should be based on multilaterally agreed criteria. In appropriate cases, the Parties shall work in cooperation with relevant intergovernmental and non-governmental organizations towards the establishment and adoption of common international standards and criteria for recognition and common international standards for the practice of relevant services trades and professions.

#### **Article 8.11: Payments and Transfers**

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<sup>21</sup> Differential treatment that is reasonable and objective, and aims to achieve a legitimate purpose, and adoption by the Parties of temporary special measures aimed at accelerating de facto equality between men and women, shall not be considered discrimination for the purposes of this provision.

1. Except under the circumstances envisaged in Article 8.12, a Party shall not apply restrictions on international transfers and payments for current transactions relating to its specific commitments.
2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund under the *Articles of Agreement of the International Monetary Fund* (hereinafter referred to as the “Articles of Agreement”), including the use of exchange actions which are in conformity with the Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 8.12 or at the request of the International Monetary Fund.

#### **Article 8.12: Restrictions to Safeguard the Balance-of-Payments**

1. In the event of serious balance-of-payments and external financial difficulties or threat thereof, a Party may adopt or maintain restrictions on trade in services on which it has undertaken specific commitments, including on payments or transfers for transactions related to such commitments.
2. The restrictions referred to in paragraph 1:
  - (a) shall not discriminate between the other Party and non-Party;
  - (b) shall be consistent with the Articles of Agreement;
  - (c) shall avoid unnecessary damage to the commercial, economic and financial interests of the other Party;
  - (d) shall not exceed those necessary to deal with the circumstances described in paragraph 1; and
  - (e) shall be temporary and be phased out progressively as the situation specified in paragraph 1 improves.
3. In determining the incidence of such restrictions, a Party may give priority to the supply of services which are more essential to its economic or development programs. However, such restrictions shall not be adopted or maintained for the purpose of protecting a particular service sector.
4. Any restrictions adopted or maintained under paragraph 1, or any changes therein, shall be promptly notified to the Committee on Trade in Services.

### **Article 8.13: Monopolies and Exclusive Service Suppliers**

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

### **Article 8.14: Business Practices**

1. The Parties recognize that certain business practices of service suppliers, other than those falling under Article 8.13, may restrain competition and thereby restrict trade in services.
2. Each Party shall, on the request of the other Party (referred to in this Article as the "Requesting Party"), enter into consultations with a view to eliminating practices referred to in paragraph 1. The Party addressed (referred to in this Article as the "Requested Party"), shall accord full and sympathetic consideration to such a request and shall cooperate through the supply of publicly available non-confidential information of relevance to the matter in question. The Requested Party shall also provide other information available to the Requesting Party, subject to its domestic law and to the conclusion of satisfactory agreement concerning the safeguarding of its confidentiality by the Requesting Party.

### **Article 8.15: Denial of Benefits**



1. A Party may deny the benefits of this Chapter to a service supplier of the other Party if the service supplier is a juridical person owned or controlled by persons of a non-Party, and the denying Party adopts or maintains measures with respect to the non-Party or a person of the non-Party that prohibit transactions with the juridical person or that would be violated or circumvented if the benefits of this Chapter were accorded to the juridical person.

A Party may deny the benefits of this Chapter in the case of the supply of a maritime transport service, if it establishes that the service is supplied:

- (a) by a vessel registered under the laws of a non-Party; and
- (b) by a person which operates and/or uses the vessel in whole or in part but which is of a non-Party;

2. A Party may deny the benefits of this Chapter to a service supplier of the other Party if the service supplier is a juridical person owned or controlled by persons of a non-Party or of the denying Party that has no substantial business activities in the territory of the other Party.

#### **Article 8.16: Review**

1. With the objective of further liberalizing trade in services between them, the Parties agree to jointly review their Schedules of Specific Commitments taking into account any services liberalization developments as a result of on-going work under the auspices of the WTO.

2. The first such review shall take place no later than two years after the date of entry into force of this Agreement.

#### **Article 8.17: Committee on Trade in Services**

1. The Parties hereby establish a Committee on Trade in Services (referred to as the “Committee” in this Chapter), comprising representatives of each Party.

2. The Committee’s functions shall include:

- (a) reviewing the implementation and operation of this Chapter;
- (b) identifying and recommending measures to promote trade in services; and

- (c) at a Party's request, consulting on any matter arising under this Chapter.

3. The Committee shall meet within one year after the date of entry into force of this Agreement and every two years thereafter unless the Parties otherwise agree. The Committee shall inform the Joint Commission of the results of each meeting.