

**COMPREHENSIVE ECONOMIC COOPERATION AGREEMENT BETWEEN THE  
REPUBLIC OF INDIA AND THE REPUBLIC OF SINGAPORE**

**PREAMBLE**

The Republic of India and the Republic of Singapore (“the Parties”),

RECOGNISING their long-standing friendship, strong economic ties and close cultural links;

RECALLING the agreement reached at the meeting on 8<sup>th</sup> April 2002, in Singapore between their respective Prime Ministers to establish a Joint Study Group to examine the benefits of an India-Singapore Comprehensive Economic Cooperation Agreement (“CECA”);

RECALLING the Declaration of Intent signed on 8<sup>th</sup> April 2003, in New Delhi by their respective Ministers in charge of commerce, trade and industry to conclude a CECA;

RECALLING the recommendations in the Joint Study Group Report which served as the framework for negotiations on the CECA and its structure as an integrated package of agreements;

CONSIDERING that the expansion of their domestic markets, through economic integration, is vital for accelerating their economic development;

DESIRING to promote mutually beneficial economic relations;

AIMING to enhance economic and social benefits, improve living standards and ensure high and steady growth in real incomes in their respective territories through the expansion of trade and investment flows;

BUILDING on their respective rights, obligations and undertakings as developing country members of the World Trade Organization, and under other multilateral, regional and bilateral agreements and arrangements;

REAFFIRMING their right to pursue economic philosophies suited to their development goals and their right to regulate activities to realise their national policy objectives;

RECOGNISING that economic and trade liberalisation should allow for the optimal use of natural resources in accordance with the objective of sustainable development, seeking both to protect and preserve the environment;

CONSCIOUS that a Comprehensive Economic Co-operation Agreement would contribute to the promotion of closer links with other economies in the South East Asian region;

DESIRING to promote greater regional economic integration and believing that their cooperative framework could serve as a template for future integration with other countries in the South East Asian region;

Have agreed as follows:

## CHAPTER 1

### OBJECTIVES AND GENERAL DEFINITIONS

#### ARTICLE 1.1: GENERAL DEFINITIONS

1. For the purposes of this Agreement:

- (a) **days** means calendar days, including weekends and holidays;
- (b) **GATT 1994** means the General Agreement on Tariffs and Trade 1994;
- (c) **goods** and **products** shall be understood to have the same meaning unless the context otherwise requires;
- (d)
  - (i) the term **territory** means, in respect of the Republic of Singapore, the territory of the Republic of Singapore as well as the territorial sea and any maritime area situated beyond the territorial sea which has been or might in the future be designated under its national law, in accordance with international law, as an area within which Singapore may exercise rights with regards to the sea, the sea-bed, the subsoil and the natural resources;
  - (ii) the term **territory** means, in respect of India, the territory of the Republic of India including its territorial waters and the airspace above it and other maritime zones including the Exclusive Economic Zone and continental shelf over which Republic of India has sovereignty, sovereign rights or exclusive jurisdiction in accordance with its laws in force, the 1982 United Nations Convention on the Law of the Sea and International Law;
- (e) **WTO** means the World Trade Organization.

2. In this Agreement, all words in the singular shall include the plural and all words in the plural shall include the singular, unless otherwise indicated in the context.

#### ARTICLE 1.2: OBJECTIVES

The objectives of this Agreement are:

- (a) to strengthen and enhance the economic, trade and investment cooperation between the Parties;
- (b) to liberalise and promote trade in goods in accordance with Article XXIV of the General Agreement on Trade and Tariffs;
- (c) to liberalise and promote trade in services in accordance with Article V of the General Agreement on Trade in Services, including promotion of mutual recognition of professions;
- (d) to establish a transparent, predictable and facilitative investment regime;
- (e) to improve the efficiency and competitiveness of their manufacturing and services sectors and to expand trade and investment between the Parties, including joint exploitation of commercial and economic opportunities in non-Parties;
- (f) to explore new areas of economic cooperation and develop appropriate measures for closer economic cooperation between the Parties;

- (g) to facilitate and enhance regional economic cooperation and integration, in particular, to form a bridge between India and the Association of Southeast Asian Nations (“ASEAN”) region and serve as a pathfinder for the India-ASEAN free trade agreement; and
- (h) to build upon their commitments at the World Trade Organization.

## CHAPTER 2

### TRADE IN GOODS

#### ARTICLE 2.1: DEFINITIONS

For the purposes of this Chapter,

**Anti-Dumping Agreement** means Agreement on Implementation of Article VI of the GATT 1994;

**ATA Carnet Convention** means the Customs Convention on the A.T.A. Carnet For The Temporary Admission Of Goods;

**ATA carnet** has the same meaning as defined in the ATA Carnet Convention;

**customs duties** means duties<sup>2-1</sup> imposed in connection with the importation of a good provided that such customs duties shall not include:

- (a) charges equivalent to internal taxes, including excise duties and goods and services taxes imposed consistently with a Party's WTO obligations;
- (b) any anti-dumping or countervailing duty or safeguard measures applied consistently with provisions of the relevant WTO Agreements;
- (c) fees or other charges that are limited in amount to the approximate cost of services rendered, and do not represent a direct or indirect protection for domestic goods or a taxation of imports for fiscal purposes;

**domestic industry** means the producers as a whole of the like or directly competitive product operating in the territory of a Party, or those whose collective output of the like or directly competitive products constitutes a major proportion of the total domestic production of those products;

**MFN** means "most favoured nation" treatment in accordance with Article I of GATT 1994;

**originating goods** has the same meaning as defined in Chapter 3;

**preferential treatment** means any concession or privilege granted under this Agreement by a Party;

**products** means all products including manufactures and commodities in their raw, semi processed and processed forms;

**serious injury** means a significant overall impairment in the position of a domestic industry;

**threat of serious injury** means serious injury that, on the basis of facts and not merely on allegation, conjecture or remote possibility, is clearly imminent.

#### ARTICLE 2.2: NATIONAL TREATMENT

Each Party shall accord national treatment to the goods of the other Party in accordance with Article III of the GATT 1994, including its interpretative notes.

#### ARTICLE 2.3: REDUCTION AND/OR ELIMINATION OF CUSTOMS DUTIES

---

<sup>2-1</sup> Customs duties for India refer to basic customs duties as included in the National Customs Schedules of India.

1. Each Party shall reduce and/or eliminate its customs duties on originating goods of the other Party in accordance with [Annex 2A](#) and [Annex 2B](#) and their respective headnotes.

2. Upon request by a Party, the Parties shall consult each other to consider the possibility of accelerating the reduction and/or elimination of customs duties as set out in the Annexes referred to in paragraph 1. An agreement by the Parties to accelerate the reduction and/or elimination of customs duties on any goods, shall replace the terms established for those goods in this Article and the Annexes referred to in paragraph 1 in accordance with Article 16.7.

#### ARTICLE 2.4: RULES OF ORIGIN

Products covered by the provisions of this Agreement shall be eligible for preferential treatment provided they satisfy the Rules of Origin as set out in Chapter 3.

#### ARTICLE 2.5: NON TARIFF MEASURES

1. Neither Party shall adopt or maintain any non-tariff measures on the importation of any goods of the other Party or on the exportation of any goods destined for the territory of the other Party except in accordance with its WTO rights and obligations or in accordance with other provisions of this Agreement.

2. Each Party shall ensure that such measures are not prepared, adopted or applied with a view to or with the effect of creating unnecessary obstacles to trade between the Parties.

#### ARTICLE 2.6: CUSTOMS VALUE

Each Party shall determine the customs value of goods traded between them in accordance with the provisions of Article VII of the GATT 1994 and the WTO Agreement on Implementation of Article VII of the GATT 1994.

#### ARTICLE 2.7: ANTI-DUMPING

##### ARTICLE 2.7.1: NOTIFICATION OF PETITION FOR INVESTIGATION AND EXCHANGE OF INFORMATION

1. The investigating authority of a Party shall, upon accepting a properly documented application for the initiation of an anti-dumping investigation in respect of goods from the other Party, and before proceeding to initiate such anti-dumping investigation, notify the other Party at least 7 working days in advance of the date of initiation of such an investigation.

2. In addition to the usual practice regarding notification in anti-dumping investigations, and without prejudice to Article 16.2, each Party shall, for the purposes of paragraph 1, designate a contact point to which such notification shall be conveyed through electronic means. Both Parties recognise that it may not always be practicable for such notification to include attachments and enclosures referred to therein.

3. A Party whose good is subject to an anti-dumping investigation by the other Party, may, by the due date for the submission of the response to the questionnaire<sup>2-2</sup>, inform, where applicable, the investigating Party that there are no exports of that good to the investigating Party. Such information, together with all relevant information on record, shall be taken into account by the investigating authority of the other Party in its findings.

##### ARTICLE 2.7.2: INCOMPLETE INFORMATION

Where the information provided by the exporter or producer under anti-dumping investigation may not be ideal in all respects and provided that the producer or exporter concerned has acted to the best of his ability, the investigating authority of a Party shall, before rejecting the information, use its best endeavours to obtain

---

<sup>2-2</sup> This relates to the questionnaire referred to in Article 6 of the Anti-Dumping Agreement.

more complete information for the purposes of the investigation including, where requested, granting a reasonable extension of time to the producer or exporter concerned to make a more detailed and proper response in accordance with the provisions of the Anti-Dumping Agreement.

#### ARTICLE 2.7.3: USE OF INFORMATION

1. Where originating goods are subject to an anti-dumping investigation, the export price of such goods before adjustment for fair comparison in accordance with Article 2.4 of the Anti-Dumping Agreement shall, subject to paragraph 2, be based on the value which appears in relevant documents, including the Certificate of Origin for the goods.

2. In cases where the investigating authority of a Party determines that the value referred to in paragraph 1 is unreliable because of association or a compensatory arrangement between the exporter and the importer or a third party, the export price may be constructed in accordance with Article 2.3 of the Anti-Dumping Agreement. In such instances, the investigating authority may rely on other sources of information, in accordance with its practice, to arrive at the export price.

#### ARTICLE 2.7.4: RECOMMENDATIONS OF THE WTO COMMITTEE ON ANTI-DUMPING PRACTICES

Each Party may, in all investigations conducted against goods from the other Party, take into account the recommendations by the WTO Committee on Anti-Dumping Practices.

#### ARTICLE 2.8: SUBSIDIES

The Parties reaffirm their commitment to abide by the provisions of the WTO Agreement on Subsidies and Countervailing Measures.

#### ARTICLE 2.9: SAFEGUARDS

##### ARTICLE 2.9.1: IMPOSITION OF A BILATERAL SAFEGUARD MEASURE

If as a result of the reduction or elimination of a customs duty<sup>2-3</sup> under this Agreement, an originating good of the other Party is being imported into the territory of a Party in such increased quantities, in absolute terms, and under such conditions that the imports of such good from the other Party alone<sup>2-4</sup> constitute a substantial cause of serious injury or threat of serious injury to domestic industry producing a like or directly competitive product such Party may:

- (a) suspend the further reduction of any rate of customs duty on the good provided for under this Agreement; or
- (b) increase the rate of customs duty on the good to a level not to exceed the lesser of

---

<sup>2-3</sup> A determination that an originating good is being imported as a result of the reduction/ elimination of a customs duty provided for in this Agreement shall be made only if such reduction / elimination is a cause which contributes significantly to the increase in imports, but need not be equal to or greater than any other cause. The passage of a period of time between the commencement / termination of such reduction/elimination and the increase in imports shall not by itself preclude the determination referred in this footnote. If the increase in imports is demonstrably unrelated to such reduction / elimination, the determination referred in this footnote shall not be made.

<sup>2-4</sup> For purposes of certainty, the Parties understand that a Party is not prevented from initiating a bilateral safeguard measure investigation in the event of a surge of imports from the territory of non-Parties. For further certainty, the Parties understand that bilateral safeguard measures can only be imposed on the other Party when the increase in the import of such goods from that other Party alone constitute a substantial cause of serious injury or threat of serious injury, to domestic industry producing a like or directly competitive product.

- (i) The MFN applied rate of customs duty on the good in effect at the time the measure is taken; and
  - (ii) The MFN applied rate of customs duty on the good in effect on the day immediately preceding the date of the start of the period of investigation; or
- (c) in the case of a customs duty applied to a good on a seasonal basis, increase the rate of customs duty to a level not to exceed the lesser of the MFN applied rate of customs duty that was in effect on the good for the corresponding season immediately preceding the date of the start of the period of investigation.

#### ARTICLE 2.9.2: CONDITIONS AND LIMITATIONS ON IMPOSITION OF A BILATERAL SAFEGUARD MEASURE

The following conditions and limitations shall apply to an investigation or a measure described in Article 2.9.1:

- (a) a Party shall immediately deliver written notice to the other Party upon:
  - (i) initiating an investigatory process relating to serious injury or threat thereof and the reasons for it;
  - (ii) making a finding of serious injury or threat thereof caused by increased imports; and
  - (iii) taking a decision to apply a safeguard measure;
- (b) in making the notification referred to in paragraph (a), the Party proposing to apply a safeguard measure shall provide the other Party with all pertinent information, which shall include evidence of serious injury or threat thereof caused by the increased imports, precise description of the good involved and the proposed measure, proposed date of introduction and expected duration; the Party proposing to apply a measure is also obliged to provide any additional information which the other Party considers pertinent;
- (c) a Party proposing to apply a measure shall provide adequate opportunity for prior consultations with the other Party as far in advance of taking any such measure as practicable, with a view to reviewing the information arising from the investigation, exchanging views on the measure and reaching an agreement on compensation set out in Article 2.9.3. The Parties shall in such consultations, review, *inter alia*, the information provided under paragraph (b), to determine:
  - (i) compliance with Article 2.9;
  - (ii) whether any proposed measure should be taken; and
  - (iii) the appropriateness of the proposed measure, including consideration of alternative measures;
- (d) a Party shall apply/take the measure only following an investigation by the competent authorities of such Party in accordance with Articles 3 and 4.2(c) of the WTO Agreement on Safeguards; and to this end, Articles 3 and 4.2(c) of the WTO Agreement on Safeguards are incorporated into and made a part of this Agreement, *mutatis mutandis*;
- (e) in undertaking the investigation described in paragraph (d), a Party shall comply with the requirements of Article 4.2(a) and (b) of the WTO Agreement on Safeguards; and to this end, Article 4.2(a) and (b) are incorporated into and made a part of this Agreement, *mutatis mutandis*;

- (f) the investigation shall be promptly terminated and no measure taken if imports of the subject good represent less than 2 per cent of market share in terms of domestic sales<sup>2-5</sup> or less than 3 per cent of total imports<sup>2-6</sup>;
- (g) the investigation shall in all cases be completed within one year following its date of initiation;
- (h) no measure shall be maintained:
  - (i) except to the extent and for such time as may be necessary to remedy serious injury and to facilitate adjustment; or
  - (ii) for a period exceeding two years, except that in exceptional circumstances, the period may be extended by up to an additional one year, to a total maximum of three years from the date of first imposition of the measure if the investigating authorities determine in conformity with procedures set out paragraphs (a) through (g), that the safeguard measure continues to be necessary to prevent or remedy serious injury and to facilitate adjustment and that there is evidence that the industry is adjusting;
- (i) no bilateral safeguard measure shall be taken against a particular good while a global safeguard measure in respect of that good is in place; in the event that a global safeguard measure is taken in respect of a particular good, any existing bilateral safeguard measure which is taken against that good shall be terminated;
- (j) upon the termination of the safeguard measure, the rate of duty shall be the rate which would have been in effect but for the action;
- (k) within 5 years after entry into force of this Agreement, the Parties shall meet to review this Article with a view to determining whether there is a need to maintain any bilateral safeguard mechanism; and
- (l) if the Parties do not agree to remove the bilateral safeguard mechanism during the review pursuant to paragraph (k), they shall thereafter conduct reviews to determine the necessity of a bilateral safeguard mechanism, in conjunction with the review of the Agreement pursuant to Article 16.3.

#### ARTICLE 2.9.3: COMPENSATION

1. The Party proposing to apply a measure described in Article 2.9.1 shall provide to the other Party mutually agreed adequate means of trade liberalizing compensation in the form of concessions having substantially equivalent trade effects or equivalent to the value of the additional duties expected to result from the measure. If the Parties are unable to agree on compensation within 30 days in the consultations under Article 2.9.2, the Party against whose originating good the measure is applied may take action having trade effects substantially equivalent to the measure applied under this Article. This action shall be applied only for the minimum period necessary to achieve the substantially equivalent effects.

2. Such compensation described in paragraph 1 shall not be provided if the measure described in Article 2.9.1 is applied for:

- (a) up to two years; or

---

<sup>2-5</sup> Both Parties recognize that the terms “market share in terms of domestic sales” admits of more than one interpretation and agree that there could be different permissible methodologies for making a determination of the *de minimis* based on this parameter. Where the arbitral tribunal finds that the interpretation and methodology used for the determination of the domestic market share in a particular investigation rests on one of those interpretations and permissible methodologies, it shall find the determination to be in conformity with the Agreement.

<sup>2-6</sup> The time frame to be used for calculating the applicable percentages shall be the 12 month period prior to the filing of the petition.



- (b) up to three years, and the Party imposing the measure described in Article 2.9.1 provides to the other Party evidence that the industry concerned is adjusting during the period up to the end of the second year respectively.

#### ARTICLE 2.9.4: ADMINISTRATION OF EMERGENCY ACTION PROCEEDINGS

1. Each Party shall ensure the consistent, impartial and reasonable administration of its laws, regulations, decisions and rulings governing all safeguard investigation action proceedings.
2. Each Party shall entrust determinations of serious injury or threat thereof in safeguard investigation proceedings to a competent investigating authority, subject to review by judicial or administrative tribunals, to the extent provided by domestic law. Negative injury determinations shall not be subject to modification, except by such review.
3. Each Party shall adopt or maintain equitable, timely, transparent and effective procedures for safeguard investigation proceedings.

#### ARTICLE 2.9.5: GLOBAL SAFEGUARD MEASURES

Each Party retains its rights and obligations under Article XIX of GATT 1994 and the WTO Agreement on Safeguards. This Agreement does not confer any additional rights or impose any additional obligations on the Parties with regard to actions taken pursuant to Article XIX and the Agreement on Safeguards, except that a Party taking a safeguard measure under Article XIX and the Agreement on Safeguards may, to the extent consistent with the obligations under the WTO Agreements, exclude imports of an originating good from the other Party if such imports are not a substantial cause of serious injury or threat thereof.

#### ARTICLE 2.10: RESTRICTIONS TO SAFEGUARD BALANCE OF PAYMENTS

Article XII of the GATT 1994 and the Understanding on the Balance-of-Payments Provisions of the GATT 1994 shall be incorporated into and made a part of this Agreement, for measures taken for balance of payments purposes for trade in goods.

#### ARTICLE 2.11: MOST-FAVOURLED NATION TREATMENT

1. This Chapter and Annexes thereto as well as any legal instrument agreed upon by the Parties pursuant to provisions of this Chapter shall be integral parts of this Agreement and shall be binding on the Parties.
2. Except as otherwise provided in this Chapter, this Chapter or any action taken under it shall not affect or nullify the rights and obligations of the Party under existing agreements to which it is already a party.
3. If a Party concludes a preferential agreement with a non-party, subsequent to the signing of this Agreement, it shall, upon request from the other Party, afford adequate opportunity to negotiate for the more favourable concessions and benefits granted therein.

#### ARTICLE 2.12: TARIFF CLASSIFICATION

For the purposes of this Chapter and Chapter 3, the basis for tariff classification would be the Harmonized Commodity Description and Coding System Nomenclature.

## ARTICLE 2.13: GENERAL AND SECURITY EXCEPTIONS

1. For the purposes of this Chapter, Articles XX and XXI of the GATT 1994 and its interpretative notes are incorporated into and made part of this Agreement, *mutatis mutandis*.
2. Nothing in this Chapter shall be construed to require a Party to accord the benefits of this Chapter to the other Party, or the goods of the other Party where a Party adopts or maintains measures in any legislation or regulations which it considers necessary for the protection of its essential security interests with respect to a non-Party, or goods of a non-Party that would be violated or circumvented if the benefits of this Chapter were accorded to such goods.

## ARTICLE 2.14: STATE TRADING ENTERPRISES

Nothing in this Agreement shall be construed to prevent a Party from maintaining or establishing a state trading enterprise in accordance with Article XVII of the GATT 1994.

## ARTICLE 2.15: TEMPORARY ADMISSION

1. Each Party shall accept in lieu of its national Customs documents, and as due security for the sums referred to in Article 6 of the ATA Carnet Convention, ATA carnets valid for its territory and issued and used in accordance with the conditions laid down in the ATA Carnet Convention, for temporary admission of:
  - (a) professional equipment necessary for representatives of the press or of broadcasting or television organizations for purposes of reporting or in order to transmit or record material for specified programs, cinematographic equipment<sup>2-7</sup> necessary in order to make a specified film or films or other professional equipment necessary for the exercise of the calling, trade or profession of a person to perform a specified task;
  - (b) goods intended for display or demonstration at an event; and
  - (c) goods intended for use in connection with the display of foreign products at an event, including:
    - (i) goods necessary for the purpose of demonstrating foreign machinery or apparatus to be displayed,
    - (ii) construction and decoration material, including electrical fittings, for the temporary stands of foreign exhibitors,
    - (iii) advertising and demonstration material which is demonstrably publicity material for the foreign goods displayed, for example, sound recordings, films and lantern slides, as well as apparatus for use therewith; and
    - (iv) equipment including interpretation apparatus, sound recording apparatus and films of an educational, scientific or cultural character intended for use at international meetings, conferences or congresses.
2. The facilities referred to in paragraph 1 shall be granted provided that:
  - (a) the goods in all respects conform to the description, quantity, quality, value and other specifications given in the ATA Carnet duly certified by the customs authorities at the country of exportation;

---

<sup>2-7</sup> It would not include equipment which is to be used for internal transport or for the industrial manufacture or packaging of goods or (except in the case of hand-tools) for the exploitation of natural resources, for the construction, repair or maintenance of buildings or for earth moving and like projects.

- (b) the goods are capable of identification on re-exporting;
- (c) the number or quantity of identical articles is reasonable having regard to the purpose of importation; and
- (d) the goods shall be re-exported within three months from the date of importation or such other longer period in accordance with the domestic laws and practices of the Parties.

## CHAPTER 5

### STANDARDS AND TECHNICAL REGULATIONS, SANITARY AND PHYTOSANITARY MEASURES

#### ARTICLE 5.1: SCOPE

1. Consistent with the objectives set out in Chapter 1 and the provisions of this Chapter, and reflecting the level of confidence that each Party has in the other Party's regulatory outcomes and conformity assessment systems, each Party shall implement the principles of mutual recognition that provide the most appropriate or cost-efficient approach to the removal or reduction of technical, sanitary and phytosanitary barriers (hereinafter referred to as "regulatory barriers") to the trade in goods between the Parties for products and/or assessments of manufacturers/manufacturing processes of products specified in the Sectoral Annexes to this Chapter.

2. For the purposes of this Chapter, **mutual recognition** means that each Party, on the basis that it is accorded reciprocal treatment by the other Party:

- (a) accepts the test reports of conformity assessment activities of the other Party to demonstrate conformity of products and/or manufacturers/manufacturing processes with its mandatory requirements when the conformity assessment activities are undertaken by conformity assessment bodies designated by the other Party in accordance with this Chapter i.e. mutual recognition of test reports;
- (b) accepts the certification of results of conformity assessment activities of the other Party to demonstrate conformity of products and/or manufacturers/manufacturing processes with its mandatory requirements when the conformity assessment activities are undertaken by conformity assessment bodies designated by the other Party in accordance with this Chapter i.e. mutual recognition of certification of conformity assessment;
- (c) accepts the mandatory requirements of a Party as producing outcomes equivalent to those produced by the other Party's corresponding but different mandatory requirements, with both meeting the legitimate objective or achieving the appropriate level of sanitary or phytosanitary protection of the mandatory requirements applied in the territory of the latter Party; i.e. mutual recognition of equivalence of mandatory requirements.

#### ARTICLE 5.2: DEFINITIONS

1. All general terms concerning standards and conformity assessment used in this Chapter shall have the meaning given in the definitions contained in the International Organisation for Standardisation/International Electrotechnical Commission (ISO/IEC) Guide 2: 2004 "Standardization and related activities – General vocabulary" published by the ISO and IEC, unless the context otherwise requires and as appropriate.

2. For the purposes of this Chapter, and its Sectoral Annexes, unless a more specific meaning is given in the specified Sectoral Annexes:

**accept** means the use of the results of conformity assessment activities as a basis for regulatory actions such as approvals, licences, registrations and post-market assessments of conformity assessment;

**acceptance** has an equivalent meaning to **accept**;

**certification body** means a body, including product or quality systems certification bodies, that may be designated by a Party in accordance with this Chapter to conduct certification on compliance with its or the other Party's standardisation and/or specifications to meet relevant mandatory requirements;

**confirmation** means the confirmation of the compliance of the manufacturing or test facility with the criteria for confirmation by a Competent Authority of a Party pursuant to the mandatory requirements of the other Party;

**competent authority** means an authority of a Party with the power to conduct inspection or audits on facilities in its territory to confirm their compliance with the mandatory requirements of the other Party;

**conformity assessment** means any activity concerned with determining directly or indirectly whether products, manufacturers or processes fulfil relevant standards and/or specifications to meet relevant mandatory requirements set out in the respective Party's mandatory requirements. The typical examples of conformity assessment activities are sampling, testing, inspection, evaluation, verification, certification, registration, accreditation and approval, as well as their combinations;

**conformity assessment body** means a body that conducts conformity assessment activities;

**designation** means the authorisation by a Party's designating authority of its conformity assessment body to undertake specified conformity assessment activities pursuant to the mandatory requirements of the other Party;

**designate** has an equivalent meaning to **designation**;

**Designating Authority** means a body established in the territory of a Party with the authority to designate, monitor, suspend or withdraw designation of conformity assessment bodies to conduct conformity assessment activities within its jurisdiction in accordance with the other Party's mandatory requirements;

**inspection** means conformity evaluation by observation and judgement accompanied as appropriate by measurement, testing or gauging, unless otherwise specified in the Sectoral Annex;

**inspection body** means a body that performs inspection;

**mandatory requirements** means a Party's applicable laws, regulations and administrative provisions;

**registered conformity assessment body** means a body registered pursuant to Article 5.5;

**registration** means the authorisation by a Party's Designating Authority of a conformity assessment body of the other Party to undertake specified conformity assessment activities pursuant to its mandatory requirements;

**regulatory authority** means an entity that exercises a legal right to determine the mandatory requirements, control the import, use or supply of products within a Party's territory and may take enforcement action to ensure that products marketed within its territory comply with that Party's mandatory requirements including assessments of manufacturers/ manufacturing processes of products;

**sanitary or phytosanitary measure** shall have the same meaning as in the WTO Agreement on the Application of Sanitary and Phytosanitary Measures;

**Sectoral Annex** is an annex to this Chapter which specifies the implementation arrangements in respect of a specific product sector;

**stipulated requirements** means the criteria set out in a Sectoral Annex for the designation of a Conformity Assessment Body;

**technical regulations** shall have the same meaning as in the WTO Agreement on Technical Barriers to Trade;

**test facility** means a facility, including independent laboratories, manufacturers' own test facilities or government testing bodies, that may be designated by one Party's Designating Authority in accordance with this Chapter to undertake tests to the other Party's mandatory requirements; and

**verification** means an action to verify in the territories of the Parties, by such means as audits or inspections, compliance with the stipulated requirements for designation or criteria for confirmation by a conformity assessment body or a manufacturing or test facility respectively.

#### ARTICLE 5.3: GENERAL OBLIGATIONS

1. This Chapter shall apply to the mandatory requirements adopted or maintained by the Parties to fulfil their legitimate objectives and/or achieve their appropriate level of sanitary or phytosanitary protection.
2. Each Party shall accept, in accordance with the provisions of this Chapter, the test reports and/or results of conformity assessment activities stipulated by the mandatory requirements of that Party specified in the relevant Sectoral Annex, including certificates and marks of conformity, that are conducted by the registered conformity assessment bodies of the other Party.
3. For the purposes of this Article, a Sectoral Annex shall include:
  - (a) inter alia, provisions on scope and coverage;
  - (b) applicable laws, regulations and administrative provisions i.e. mandatory requirements of each Party concerning the scope and coverage;
  - (c) applicable laws, regulations and administrative provisions of each Party stipulating the requirements covered by this Chapter, all the conformity assessment activities covered by this Chapter to satisfy such requirements and the stipulated requirements for designation of conformity assessment bodies or the applicable laws, regulations and administrative provisions of each Party stipulating the criteria for confirmation of the manufacturing or test facilities covered by this Chapter; and
  - (d) the list of Designating Authorities or Competent Authorities.
4. The Parties shall, where appropriate, endeavour to work towards harmonisation of their respective mandatory requirements taking into account relevant international standards, recommendations and guidelines, in accordance with their international rights and obligations.

#### ARTICLE 5.4: APPLICATION

This Chapter applies to all products and/or assessments of manufacturers or manufacturing processes of products traded between the Parties, regardless of the origin of those products, unless otherwise specified in a Sectoral Annex, or unless otherwise specified by any mandatory requirements of a Party.

#### ARTICLE 5.5: MUTUAL RECOGNITION OF CONFORMITY ASSESSMENT

##### **Scope**

1. This Article shall apply to the conformity assessment bodies and conformity assessment activities for products as may be specified in the Sectoral Annexes.

##### **Obligations**

2. In accordance with Article 2.4 of the WTO Agreement on Technical Barriers to Trade, where technical regulations are required and relevant international standards exist or their completion is imminent, Parties shall use them, or the relevant parts of them, as a basis for their mandatory requirements except when such international standards or relevant parts of them would be an ineffective or inappropriate means for the legitimate objectives pursued, for instance because of fundamental climatic or geographical factors or fundamental technological problems.

3. A Party shall accept the test reports and/or the results of conformity assessment activities to demonstrate conformity of products with its mandatory requirements when the conformity assessment activities are undertaken by conformity assessment bodies designated by the Designating Authority of the other Party and registered by the first mentioned Party's Designating Authority in accordance with this Chapter.

### **Designating Authorities**

4. Each Party shall notify the other of any scheduled changes concerning their Designating Authorities, and ensure that their Designating Authorities:

- (a) have the necessary power to designate, monitor (including verification), withdraw the designation of, suspend the designation of and withdraw the suspension of the designation of the conformity assessment bodies that conduct conformity assessment activities within its territory based upon the requirements set out in the other Party's mandatory requirements as specified in the relevant Sectoral Annex; and
- (b) consult, as necessary, with the relevant counterparts of the other Party to ensure the maintenance of confidence in conformity assessment activities including processes and procedures. The consultations may include joint participation in audits related to conformity assessment activities or other assessments of registered conformity assessment bodies, where such participation is appropriate, technically possible and within reasonable cost.

### **Registration of Conformity Assessment Bodies**

5. The following procedures shall apply to the registration of a conformity assessment body:

- (a) each Party shall make a proposal that a conformity assessment body of that Party designated by its Designating Authority be registered under this Chapter, by presenting its proposal in writing, supported by the necessary documents, to the Designating Authority of the other Party;
- (b) the Designating Authority of the other Party shall consider whether the proposed conformity assessment body complies with the stipulated and mandatory requirements specified in the relevant Sectoral Annex and communicate, to the Designating Authority of the other Party in writing, its decision regarding the registration of that conformity assessment body along with date of registration within 90 days from the date of receipt of the proposal referred to in paragraph (a) above; and
- (c) in the event of any disagreement over the registration, either Party may refer the matter to the Mutual Recognition Joint Committee for resolution.

6. The proposing Party shall provide the following information in its proposal for registration of a conformity assessment body and keep such information up to date:

- (a) the name and address of the conformity assessment body;
- (b) the products or processes the conformity assessment body is designated to assess;
- (c) the conformity assessment activities the conformity assessment body is designated to conduct; and
- (d) the designation procedure and necessary information used to determine the compliance of the conformity assessment body with the stipulated requirements.

7. Each Party shall ensure that its Designating Authority withdraws the designation of a conformity assessment body registered by the Designating Authority of the other Party when its Designating Authority considers that the conformity assessment body no longer complies with the stipulated and mandatory

requirements set out in the relevant Sectoral Annex. The withdrawal of the designation shall be notified in writing to the Designating Authority of the other Party. Each Party shall terminate the registration of a conformity assessment body when the Designating Authority of the other Party withdraws the designation of its conformity assessment body. The date of termination of registration of the conformity assessment body shall be the date of receipt of notification for withdrawal from the other Party.

8. A Party shall propose the termination of the registration of a conformity assessment body when that Party considers that the conformity assessment body no longer complies with the stipulated and mandatory requirements of that Party specified in the relevant Sectoral Annex. Proposal for terminating the registration of that conformity assessment body shall be made to the Designating Authority of the other Party in writing.

9. In the case of registration of a new conformity assessment body, the other Party shall accept the results of conformity assessment activities conducted by that conformity assessment body from the date of the registration. In the event that the registration of a conformity assessment body is terminated, the other Party shall accept the results of the conformity assessment activities conducted by that conformity assessment body prior to the termination, without prejudice to paragraphs 16 and 17.

10. Each Party shall notify the other Party of any scheduled changes concerning its designated conformity assessment bodies.

11. The Parties shall publish, on a sector-by-sector basis, their respective lists of registered conformity assessment bodies.

### **Verification and Monitoring of Conformity Assessment Bodies**

12. Each Party shall ensure that its Designating Authorities shall:

- (a) through appropriate means such as audits, inspections or monitoring, ensure that its designated conformity assessment bodies fulfil the stipulated and mandatory requirements set out in the Sectoral Annex. When applying the stipulated requirements for designation of the conformity assessment bodies, the Designating Authorities of a Party should take into account the bodies' understanding of and experience relevant to the mandatory requirements of the other Party;
- (b) monitor and verify that the designated conformity assessment bodies, maintain the necessary technical competence to demonstrate the conformity of a product with the standards, and/or specifications to meet the mandatory requirements of the other Party. This shall include participation in appropriate proficiency-testing programmes and other comparative reviews such as non government-to-government mutual recognition agreements, so that confidence in their technical competence to undertake the required conformity assessment is maintained;
- (c) exchange information concerning the procedures used to ensure that the designated conformity assessment bodies are technically competent and comply with the relevant stipulated requirements; and
- (d) compare methods used to verify that the registered conformity assessment bodies comply with the relevant stipulated requirements.

13. When in doubt, a Party may request the other Party, in writing, to clarify whether a registered conformity assessment body complies with the stipulated requirements for designation as set out in the mandatory requirements in the Sectoral Annex, and may request for a verification to be conducted of the conformity assessment body's activities in accordance with the first mentioned Party's mandatory requirements.

14. Either Party may, upon request, participate as an observer, at its own expense, in the verification of conformity assessment bodies conducted by the Designating Authorities of the other Party, with the prior consent of such conformity assessment bodies, in order to maintain a continuing understanding of the other Party's procedures for verification.



15. Each Party should encourage its conformity assessment bodies to co-operate with the conformity assessment bodies of the other Party.

### **Suspension and Withdrawal of Suspension of Designation of Conformity Assessment Bodies**

16. In case of suspension of the designation of a registered conformity assessment body, the Party whose Designating Authority has suspended the designation shall immediately notify the other Party to that effect. The registration of that conformity assessment body shall be suspended from the date of receipt of the notification by the Designating Authority of the other Party. The other Party shall accept the results of the conformity assessment activities conducted by that conformity assessment body prior to the suspension of the designation.

17. In the case of lifting of suspension of the designation of a registered conformity assessment body, the Designating Authority which has lifted the suspension of the designation shall immediately notify the Designating Authority of the other Party to that effect. The lifting of suspension of the registration of that conformity assessment body shall be effective from the date of receipt of the notification by the Designating Authority of the other Party. The other Party shall accept the results of the conformity assessment body from the date of lifting of the suspension of the registration.

### **Challenge**

18. Each Party shall have the right to challenge a registered conformity assessment body's technical competence and compliance with the relevant stipulated requirements. This right shall be exercised only in exceptional circumstances and where supported by relevant expert analysis or evidence. A Party shall exercise this right by notifying the other Party and the Mutual Recognition Joint Committee in writing. Such notification shall be accompanied by the supporting expert analysis or evidence.

19. Except in urgent circumstances, the Parties shall, prior to a challenge under paragraph 18, enter into consultations with a view to seeking a mutually satisfactory solution. In case the consultations do not produce a satisfactory solution and the Parties exercise the right to challenge, the registration of the conformity assessment body shall be suspended immediately. The date of suspension shall be the date of receipt of the written notification pursuant to paragraph 18.

20. In urgent circumstances, the Party shall suspend the registration of the conformity assessment body as soon as the right of challenge has been exercised.

21. Pursuant to paragraph 19, the consultations shall take place expeditiously with a view to resolving all issues and seeking a mutually satisfactory solution within 20 days following the date on which a challenge is received by the other Party or within the period so specified in the Sectoral Annex.

22. If a mutually satisfactory solution is not reached, the Mutual Recognition Joint Committee shall be convened at the earliest to resolve the matter. Unless the Mutual Recognition Joint Committee decides otherwise, the registration of the challenged conformity assessment body shall be suspended by the relevant Designating Authority for the relevant scope of designation from the date its technical competence or compliance is challenged, until either:

- (a) the challenging Party is satisfied as to the competence and compliance of the conformity assessment body; or
- (b) the designation of that conformity assessment body has been withdrawn; or
- (c) the Mutual Recognition Joint Committee decides to lift the suspension of the registration of the conformity assessment body.

23. The Sectoral Annex may provide for additional procedures such as verification and time limits. This may involve the Mutual Recognition Joint Committee being activated. Where the Mutual Recognition Joint Committee decides to conduct a joint verification, it will be conducted in a timely manner by the Parties with the participation of the Designating Authority that designated the contested conformity assessment body and

with the prior consent of the conformity assessment body. The result of such joint verification shall be discussed in the Mutual Recognition Joint Committee with a view to resolving the issue within the time limit specified in the Sectoral Annex.

24. The results of conformity assessment activities undertaken by a challenged conformity assessment body on or before the date of its suspension or withdrawal shall remain valid for acceptance for the purposes of paragraph 3.

#### ARTICLE 5.6: GOOD MANUFACTURING PRACTICES (GMP)

1. The provisions of this Article apply to assessments of manufacturers or manufacturing processes of products, and their mandatory requirements as may be specified in the relevant Sectoral Annexes.

##### **Obligations**

2. In accordance with Article 2.4 of the WTO Agreement on Technical Barriers to Trade, where technical regulations are required and relevant international standards exist or their completion is imminent, the Parties shall use them, or the relevant parts of them, as a basis for their mandatory requirements except when such international standards or relevant parts of them would be an ineffective or inappropriate means for the legitimate objectives pursued, for instance because of fundamental climatic or geographical factors or fundamental technological problems.

3. A Party shall accept the test reports and/or the results of conformity assessment activities to demonstrate conformity of manufacturers or manufacturing processes of products with its mandatory requirements when the conformity assessment activities are undertaken by Inspection Body designated by the other Party's Designating Authority and registered by the first mentioned Party's Designating Authority in accordance with this Chapter.

#### ARTICLE 5.7: EQUIVALENCE OF MANDATORY REQUIREMENTS

1. The Parties shall give favourable consideration to accepting the equivalence of each other's mandatory requirements consistent with the purpose of this Chapter and the WTO Agreement on the Application of Sanitary and Phytosanitary Measures.

2. A Party shall accept the equivalence of the mandatory requirements, and/or results of conformity assessment and approval procedures, of the other Party as set out in the respective Sectoral Annex.

3. For the purposes of paragraph 2, a Sectoral Annex shall provide the following details, as applicable:

- (a) the procedures for determining and implementing the equivalence of each Party's mandatory requirements; and/or
- (b) the procedures for accepting the results of the conformity assessment and approval procedures; and
- (c) the regulatory authorities designated by each Party.

#### ARTICLE 5.8: JOINT COMMITTEE ON MUTUAL RECOGNITION

1. A Joint Committee on Mutual Recognition ("Mutual Recognition Joint Committee") shall be established as a body responsible for the effective implementation of this Chapter.

2. The Mutual Recognition Joint Committee shall be led by co-chairs from both Parties. It shall comprise an equal number of senior representatives from both Parties with an understanding of this Chapter, its objectives and application and with the relevant expertise.

3. A representative:
  - (a) may be accompanied by advisers at meetings of the Mutual Recognition Joint Committee; and
  - (b) shall not hold a position which may give rise to a conflict of interest.
4. The Mutual Recognition Joint Committee shall:
  - (a) be responsible for administering and facilitating the effective functioning of this Chapter and the Sectoral Annexes including:
    - (i) facilitating the extension of this Chapter, including the addition of new Sectoral Annexes or an increase in the scope of existing Sectoral Annexes;
    - (ii) resolving any questions or disputes relating to the application of this Chapter and its Sectoral Annexes;
    - (iii) resolving disagreement over registration with reference to paragraph 5(c) of Article 5.5, lifting of suspension of registration of a conformity assessment body with reference to paragraphs 22(c) and 23 of Article 5.5;
    - (iv) establishing appropriate modalities of information exchange referred to in this Chapter;
    - (v) appointing experts from each Party for joint verification when needed; and
    - (vi) discharging such other functions as provided for in this Chapter;
  - (b) be the contact point for the Parties unless otherwise specified in the relevant Sectoral Annexes;
  - (c) determine its own rules of procedure;
  - (d) make its decisions and adopt its recommendations by consensus; and
  - (e) meet as and when required for the discharge of its functions, including upon the request of either Party.
5. In case any problem arising from the interpretation or application of this Chapter is not resolved through mutual consultations, the Parties shall seek an amicable solution through the Mutual Recognition Joint Committee.
6. The Mutual Recognition Joint Committee may establish ad hoc groups to undertake specific tasks, where necessary.
7. Any decision made by the Mutual Recognition Joint Committee shall be notified promptly in writing to each Party.
8. The Parties shall bring into effect the relevant decisions of the Mutual Recognition Joint Committee. Where any problem arising from the interpretation or application of this Chapter is not resolved through mutual consultations, the Parties shall seek an amicable solution through the Mutual Recognition Joint Committee before making a request for an arbitral tribunal under Article 15.5.

#### ARTICLE 5.9 : EXCHANGE OF INFORMATION AND COOPERATION

1. The Parties shall provide notification of any changes to their mandatory requirements in accordance with their WTO obligations. In exceptional cases where considerations of health, safety or environmental protection warrant more urgent action, each Party shall notify the other Party of changes within the time period set out in the relevant Sectoral Annex or if no time period is specified, at least 60 days before the changes enter into force.

2. The Parties shall, for the purposes of this Chapter, establish contact points to expeditiously:
  - (a) broaden the exchange of information; and
  - (b) give favourable consideration to any written request for consultation.
3. The Parties should endeavour to develop a work programme and mechanisms for co-operation activities in the areas of technical issues of mutual interest.

#### ARTICLE 5.10: CONFIDENTIALITY

1. A Party shall not be required to disclose confidential proprietary information to the other Party except where such disclosure would be necessary for the other Party to demonstrate the technical competence of its designated conformity assessment body and conformity with the relevant stipulated requirements.
2. A Party shall, in accordance with its applicable laws, protect the confidentiality of any proprietary information disclosed to it in connection with conformity assessment activities and/or designation activities.
3. Nothing in this Chapter shall be construed to require either Party to furnish or allow access to information the disclosure of which it considers would:
  - (a) be contrary to its essential security interests;
  - (b) be contrary to the public interest as determined by its domestic laws, regulations and administrative provisions;
  - (c) be contrary to any of its domestic laws, regulations and administrative provisions including but not limited to those protecting personal privacy or the financial affairs and accounts of individual customers of financial institutions;
  - (d) impede law enforcement; or
  - (e) prejudice legitimate commercial interests of particular public or private enterprises.

#### ARTICLE 5.11: PRESERVATION OF REGULATORY AUTHORITY

1. Each Party retains all authority under its laws to interpret and implement its mandatory requirements.
2. This Chapter shall not:
  - (a) prevent a Party from adopting or maintaining, in accordance with its international rights and obligations, mandatory requirements, as appropriate to its particular national circumstances;
  - (b) prevent a Party from adopting mandatory requirements to determine the level of protection it considers necessary to ensure the quality of its imports, or for the protection of human, animal or plant life or health, or the environment, or for the prevention of deceptive practices or to fulfil other legitimate objectives, at the levels it considers appropriate.
  - (c) limit the authority of a Party to take all appropriate measures whenever it ascertains that products may not conform with its mandatory requirements. Such measures may include withdrawing the products from the market, prohibiting their placement on the market, restricting their free movement, initiating a product recall, initiating legal proceedings or otherwise preventing the recurrence of such problems including through a prohibition on imports. If a Party takes such measures, it shall notify the other Party within 15 days of taking the measures, giving its reasons;
  - (d) oblige a Party to accept the standards or technical regulations or mandatory requirements of the other Party;
  - (e) entail an obligation upon a Party to accept the results of the conformity assessment activities and/or assessment of manufacturers or manufacturing processes of products and their mandatory requirements of any third country save where there is an expressed agreement between the Parties to do so; or

- (f) be construed so as to affect the rights and obligations of either Party as a member of the WTO Agreement on Technical Barriers to Trade or WTO Agreement on the Application of Sanitary and Phytosanitary Measures.

#### ARTICLE 5.12: FINAL PROVISIONS ON SECTORAL ANNEXES

1. Sectoral Annexes are attached to this Agreement as [Annex 5A](#), [Annex 5B](#) and Annex 5C which shall provide the detailed implementing arrangements in respect of the product sectors specified therein.
2. In addition, the Parties may subsequently conclude as appropriate, Sectoral Annexes on other product sectors which shall provide the implementing arrangements for such other sectors.
3. The Parties shall:
  - (a) specify and communicate to each other the applicable articles or annexes contained in the mandatory requirements set out in the Sectoral Annexes;
  - (b) exchange information concerning the implementation of the mandatory requirements specified in the Sectoral Annexes;
  - (c) notify each other of any scheduled changes in their respective mandatory requirements as and when they are made; and
  - (d) notify each other of any scheduled changes concerning their respective Designating Authorities as well as registered conformity assessment bodies.
4. Unless otherwise provided for, a Sectoral Annex concluded pursuant to paragraph 2 shall enter into force on the first day of the second month following the date on which the Parties have exchanged notes confirming the completion of their respective procedures for the entry into force of that Sectoral Annex.
5. A Party may terminate a Sectoral Annex in its entirety by giving the other Party six months advance notice in writing unless otherwise stated in the relevant Sectoral Annex. However, a Party shall continue to accept the results of conformity assessment or equivalence for the duration of the six-month notice period.
6. Where urgent problems of safety, health, consumer or environment protection or national security arise or threaten to arise for a Party, that Party may suspend the operation of any Sectoral Annex, in whole or in part, immediately. In such a case, the Party shall immediately advise the other Party of the nature of the urgent problem, the products covered and the objective and rationale of the suspension.

## CHAPTER 7

### TRADE IN SERVICES

#### ARTICLE 7.1: DEFINITIONS

For the purposes of this Chapter:

- (a) **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;
- (b) **commercial presence** means any type of business or professional establishment, including through:
  - (i) the constitution, acquisition or maintenance of a juridical person, or
  - (ii) the creation or maintenance of a branch or a representative office,within the territory of a Party for the purpose of supplying a service;
- (c) **direct taxes** comprise all taxes on total income, on total capital or on elements of income or of capital, including taxes on gains from the alienation of property, taxes on estates, inheritances and gifts, and taxes on the total amounts of wages or salaries paid by enterprises, as well as taxes on capital appreciation;
- (d) **juridical person** means any legal entity duly constituted or otherwise organised 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; cooperative or society;
- (e) **juridical person of the other Party** means a juridical person which is either:
  - (i) constituted or otherwise organised under the law of the other Party or
  - (ii) in the case of the supply of a service through commercial presence, owned or controlled by:
    - (1) natural persons of the other Party; or
    - (2) juridical persons of the other Party identified under paragraph (e)(i);

Provided, however, that for the purposes of supply of audio-visual, education, financial and telecommunications services through commercial presence, except as otherwise agreed by the Parties, a “juridical person of the other Party” means a juridical person that is owned or controlled by:

- (i) the other Party; or
- (ii) natural persons of the other Party; or
- (iii) juridical persons constituted or organized under the laws of the other Party that are owned by natural persons of the other Party or the other Party, whether directly or indirectly, or controlled by natural persons of the other Party or the other Party;

Provided, further, that for the purposes of supply of financial services through commercial presence in India, except as otherwise agreed by the Parties, a “juridical person of the other Party” includes DBS Group Holdings Limited, United Overseas Bank Limited and Oversea-

Chinese Banking Corporation Limited (hereinafter collectively referred to as “Singapore Banks”), each of which may, respectively, nominate not more than one legal entity from among its holding companies, successors in title that it may designate, or entities which it owns or controls, or itself, to enter into the financial services sector in India, provided that any such entry by each of the Singapore Banks will be by means of incorporation of a separate legal entity in India, and will be restricted respectively to one legal entity each in respect of banking, asset management and insurances services; except that in respect of the remaining financial services, the restriction to one entity will not apply and in respect of bank branches, incorporation in India will not be required.

- (f) **measure** means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;
- (g) **measures by Parties** means measures taken by:
  - (i) central, regional, or local governments and authorities; and
  - (ii) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;
- (h) **measures by Parties affecting trade in services** include measures in respect of:
  - (i) the purchase, payment or use of a service;
  - (ii) the access to and use of, in connection with the supply of a service, services which are required by the Parties to be offered to the public generally;
  - (iii) the presence, including commercial presence, of persons of a Party for the supply of a service in the territory of the other Party;
- (i) **monopoly supplier of a service** means any person, public or private, which in the relevant market of the territory of a Party is authorised or established formally or in effect by that Party as the sole supplier of that service;
- (j) **natural person of a Party** means a natural person who resides in the territory of the Party or elsewhere and who under the law of that Party:
  - (i) is a national of that Party; or
  - (ii) has the right of permanent residence in that Party;
- (k) a juridical person is:
  - (i) **owned** by persons of a Party if more than 50 per cent of the equity interest in it is beneficially owned by persons of that Party;
  - (ii) **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;
  - (iii) **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;
- (l) **person** means either a natural person or a juridical person;
- (m) **services** means all services except services supplied in the exercise of governmental authority;
- (n) **service consumer** means any person that receives or uses a service;



- (o) **service of the other Party** means a service which is supplied:
- (i) from or in the territory of the other Party, or in the case of maritime transport, by a vessel registered under the laws of the other Party, or by a person of the other Party which supplies the service through the operation of a vessel and/or its use in whole or in part; or
  - (ii) in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of the other Party;
- (p) **service supplier** means any person that supplies a service;<sup>7-1</sup>
- (q) **supply of a service** includes the production, distribution, marketing, sale and delivery of a service; and
- (r) **trade in services** is defined as the supply of a service:
- (i) from the territory of a Party into the territory of the other Party (**cross-border**);
  - (ii) in the territory of a Party to the service consumer of the other Party (**consumption abroad**);
  - (iii) by a service supplier of a Party, through commercial presence in the territory of the other Party (**commercial presence**);
  - (iv) by a service supplier of a Party, through presence of natural persons of a Party in the territory of the other Party (**presence of natural persons**).

#### ARTICLE 7.2: SCOPE AND COVERAGE

1. This Chapter applies to measures by a Party affecting trade in services.
2. In accordance with the provisions of Article 7.15, this Chapter shall not apply to subsidies or grants provided by a Party or to any conditions attached to the receipt or continued receipt of such subsidies or grants, whether or not such subsidies are offered exclusively to domestic services, service consumers or service suppliers.
3. This Chapter shall not apply to:
  - (a) a service supplied in the exercise of governmental authority; and
  - (b) a shell company, which is any legal entity falling within the definition of “juridical person” in this Chapter which is established and located in the territory of the either Party with negligible or nil business operations or with no real and continuous business activities carried out in the territory of either Party.
4. New services, including new financial services, shall be considered for possible incorporation into this Chapter at future reviews held in accordance with Article 16.3, or at the request of either Party immediately. The supply of services which are not technically or technologically feasible when this Agreement comes into force shall, when they become feasible, also be considered for possible incorporation at future reviews or at the request of either Party immediately.

---

<sup>7-1</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.

5. This Chapter shall not apply to measures affecting natural persons seeking access to the employment market of a Party, nor shall it apply to measures regarding citizenship, residence or employment on a permanent basis.

6. Nothing in this Chapter shall prevent a Party from applying measures to regulate the entry of natural persons of the other Party 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 the other Party under the terms of this Chapter as well as the terms of specific commitments undertaken.

#### ARTICLE 7.3: MARKET ACCESS

1. With respect to market access through the modes of supply defined in paragraph (r) of Article 7.1, each Party shall accord services and service suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of specific commitments.<sup>7-2</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>7-3</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 7.4: NATIONAL TREATMENT

1. In the sectors inscribed in its Schedule, 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

---

<sup>7-2</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 Article 7.1(r)(i) 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 Article 7.1(r)(iii), it is thereby committed to allow related transfers of capital into its territory.

<sup>7-3</sup> paragraph 2(c) of Article 7.3 does not cover measures of a Party which limit inputs for the supply of services.

the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers<sup>7-4</sup>.

2. Any subsequent establishment, acquisition and expansion of investments by a service supplier that is incorporated, constituted, set up or otherwise duly organized under the law of a Party, and which is owned by a service supplier of the other Party, shall be regarded as an investment of the other Party, for the purpose of determining the applicable treatment to be accorded under this paragraph<sup>7-5</sup>.

3. The treatment to be accorded by a Party under paragraph 1 means, with respect to a regional or local level, treatment no less favourable than the most favourable treatment accorded by that regional or local level to like service suppliers of the Party of which it forms a part.

4. A Party may meet the requirement of 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.

5. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of a Party compared to like services or service suppliers of the other Party.

#### ARTICLE 7.5: ADDITIONAL COMMITMENTS

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 7.3 or 7.4, including those regarding qualifications, standards or licensing matters. Such commitments shall be inscribed in a Party's Schedule of specific commitments.

#### ARTICLE 7.6: REVIEW OF MOST FAVOURED NATION COMMITMENTS

If, after this Agreement enters into force, a Party enters into any agreement on trade in services with a non-Party, it shall give consideration to a request by the other Party for the incorporation herein of treatment no less favourable than that provided under the aforesaid agreement. Any such incorporation should maintain the overall balance of commitments undertaken by each Party under this Agreement.

#### ARTICLE 7.7: SCHEDULE OF SPECIFIC COMMITMENTS

1. Each Party shall set out in a schedule the specific commitments it undertakes under Articles 7.3, 7.4 and 7.5. 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

---

<sup>7-4</sup> Specific commitments assumed under this Article shall not be construed to require any Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.

<sup>7-5</sup> The Parties understand that such service suppliers shall be entitled to be accorded any better treatment which is available under the regime of that Party, at the time of such subsequent establishment, acquisition and expansion of investments. Any such better treatment accorded shall not be construed as an automatic addition to the commitments scheduled in India's Schedule of Specific Commitments in Annex 6A or the Parties' respective Schedules in Annex 6B.

(e) the date of entry into force of such commitments.

2. Measures inconsistent with both Articles 7.3 and 7.4 shall be inscribed in both the columns relating to Article 7.3 and Article 7.4.

3. Schedules of specific commitments shall be annexed to this Chapter as Annex 7A and Annex 7B and shall form an integral part of this Agreement.

#### ARTICLE 7.8: MODIFICATION OF SCHEDULES

1. A 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. It shall notify the other Party of its intent to so modify or withdraw a commitment no later than three months before the intended date of implementation of the modification or withdrawal.

2. At the request of the other Party, the modifying Party shall enter into negotiations with a view to reaching agreement on any necessary compensatory adjustment. In such negotiations and agreement, the Party shall endeavour to maintain a general level of mutually advantageous commitments not less favourable to trade than that provided for in Schedules of specific commitments prior to such negotiations. The Parties shall endeavour to conclude negotiations on such compensatory adjustment to mutual satisfaction within six months, failing which recourse may be had to the provisions of Chapter 15 of this Agreement.

#### ARTICLE 7.9: PROGRESSIVE LIBERALISATION

The Parties shall endeavour to review their schedules of specific commitments at least once every three years, or earlier, at the request of either Party, with a view to facilitating the elimination of substantially all remaining discrimination between the Parties with regard to trade in Services covered in this Chapter over a period of time. In this process, there shall be due respect for the national policy objectives and the level of development of the Parties, both overall and in individual sectors.

#### ARTICLE 7.10: DOMESTIC REGULATION

1. 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.

2. Each Party shall maintain or institute as soon as practicable judicial, arbitral or administrative tribunals or procedures which provide, at the request of an affected service supplier of the other Party, for the prompt review of, and where justified, appropriate remedies for, administrative decisions affecting trade in services. Where such procedures are not independent of the agency entrusted with the administrative decision concerned, the Party shall ensure that the procedures in fact provide for an objective and impartial review.

3. The provisions of paragraph 2 shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

4. Where authorisation is required for the supply of a service on which a specific commitment has been made, the competent authorities of a Party shall, within a reasonable period of time after the submission of an application considered complete under domestic laws and regulations, inform the applicant of the decision concerning the application. At the request of the applicant, the competent authorities of the Party shall provide, without undue delay, information concerning the status of the application.

5. With the objective of ensuring that domestic regulation, including measures relating to qualification requirements and procedures, technical standards and licensing requirements, do not constitute unnecessary barriers to trade in services, the Parties shall jointly review the results of the negotiations on disciplines on

these measures, pursuant to Article VI.4 of the WTO General Agreement on Trade in Services (GATS), with a view to their incorporation into this Chapter. The Parties note that such disciplines aim to ensure that such requirements are *inter alia*:

- (a) based on objective and transparent criteria, such as competence and the ability to supply the service;
- (b) not more burdensome than necessary to ensure the quality of the service;
- (c) in the case of licensing procedures, not in themselves a restriction on the supply of the service.

6. Pending the incorporation of disciplines pursuant to paragraph 5; for sectors where a Party has undertaken specific commitments and subject to any terms, limitations, conditions or qualifications set out therein, a Party shall not apply licensing and qualification requirements and technical standards that nullify or impair such specific commitments in a manner which:

- (a) does not comply with the criteria outlined in paragraphs 5(a), 5(b) or 5(c); and
- (b) could not reasonably have been expected of that Party at the time the specific commitments in those sectors were made.

7. In determining whether a Party is in conformity with the obligation under paragraph 6, account shall be taken of international standards of relevant international organisations<sup>7-6</sup> applied by that Party.

8. In sectors where specific commitments regarding professional services are undertaken, each Party shall provide for adequate procedures to verify the competence of professionals of the other.

#### ARTICLE 7.11: RECOGNITION

1. For the purposes of the fulfilment of its standards or criteria for the authorisation, licensing or certification of services suppliers, a Party may recognise the education or experience obtained, requirements met, or licenses or certifications granted in the other Party.

2. In accordance with their prior agreement, the Parties shall ensure that their respective professional bodies in the service sectors of accounting and auditing, architecture, medical (doctors), dental and nursing negotiate and conclude, within twelve months of the date of entry into force of this Agreement, any such agreements or arrangements providing for mutual recognition of the education or experience obtained, requirements met, or licenses or certifications in those service sectors, the details of such agreements or arrangements, including the exact extent and scope of recognition. Any delay or failure by these professional bodies to reach and conclude agreement on the details of such agreements or arrangements shall not be regarded as a breach of a Party's obligations under this paragraph and shall not be subject to the Dispute Settlement Chapter of this Agreement. Progress in this regard will be continually reviewed by the Parties in the course of the review of this Agreement pursuant to Article 16.3.

3. After the entry into force of this Agreement, upon a request being made in writing by a Party to the other Party in any regulated service sector not covered in paragraph 2, the requested Party shall encourage its relevant professional, standard-setting or self-regulatory body in that service sector to enter into negotiations, within a reasonable period of time from the date of the request being received in writing, to negotiate agreements or arrangements providing for mutual recognition of education, or experience obtained, requirements met, or licenses or certifications granted in that Service Sector, with a view to the achievement of early outcomes. Any delay or failure by these professional bodies to reach and conclude agreement on the details of such agreements or arrangements shall not be regarded as a breach of a Party's obligations under this paragraph and shall not be subject to the Dispute Settlement Chapter of this Agreement. Progress in this

---

<sup>7-6</sup> The term "relevant international organisations" refers to international bodies whose membership is open to the relevant bodies of both Parties.

regard will be continually reviewed by the Parties in the course of the review of this Agreement pursuant to Article 16.3.

4. Where a Party recognises, by agreement or arrangement, the education or experience obtained, requirements met or licenses or certifications granted in the territory of a country that is not a Party to this Agreement, that Party shall accord the other Party, upon request, adequate opportunity 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 or experience obtained, requirements met or licenses or certifications granted in the territory of that other Party should also be recognised.

5. The Parties agree that they shall not be responsible in any way for the settlement of disputes arising out of or under the agreements or arrangements for mutual recognition concluded by their respective professional, standard-setting or self-regulatory bodies under the provisions of this Article and that the provisions of Chapter 15 shall not apply to disputes arising out of, or under, the provisions of such agreements or arrangements.

#### ARTICLE 7.12: 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 Schedule of 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 Schedule of 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 paragraphs 1 or 2 above, it may request that Party establishing, maintaining or authorising such supplier to provide specific information concerning the relevant operations.

4. The provisions of this Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect:

- (a) authorises or establishes a small number of service suppliers; and
- (b) substantially prevents competition among those suppliers in its territory.

#### ARTICLE 7.13: BUSINESS PRACTICES

1. The Parties recognise that certain business practices of service suppliers, other than those falling under Article 7.12, may restrain competition and thereby restrict trade in services.

2. A Party shall, at the request of the other Party, enter into consultations with a view to eliminating practices referred to in paragraph 1. The Party addressed shall accord full and sympathetic consideration to such a request and shall co-operate through the supply of publicly available non-confidential information of relevance to the matter in question. The Party addressed 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 7.14: SAFEGUARD MEASURES

1. Neither Party shall take safeguard action against services and service suppliers of the other Party from the date of entry into force of this Agreement. Neither Party shall initiate or continue any safeguard investigations in respect of services and service suppliers of the other Party.

2. The Parties shall review the issue of safeguard measures in the context of developments in international fora of which both parties are members.

#### ARTICLE 7.15: SUBSIDIES

1. The Parties shall review the treatment of subsidies in the context of developments in multilateral fora of which both Parties are Members.

2. In the event that either Party considers that its interests have been adversely affected by a subsidy or grant provided by the other Party, upon request, the other Party shall enter into consultations with a view to resolving the matter.

3. During the consultations referred to in paragraph 2, the subsidising Party may, as it deems fit, consider a request of the other Party for information relating to the subsidy scheme or programme such as:

- (a) domestic laws or regulations under which the measure is introduced;
- (b) form of the measure (e.g. grant, loan, tax concession);
- (c) policy objective and/or purpose of the measure;
- (d) dates and duration of the programme or subsidy and any other time limits attached to it; and
- (e) eligibility requirements of the measure (e.g. criteria applied with respect to the potential population of beneficiaries).

4. The provisions of Chapter 15 of this Agreement shall not apply to any requests made or consultations held under the provisions of this Article or to any disputes that may arise between the Parties out of, or under, the provisions of this Article.

#### ARTICLE 7.16: PAYMENTS AND TRANSFERS

1. Except under the circumstances envisaged in Article 7.17 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 Fund, 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 7.17 or at the request of the Fund.

#### ARTICLE 7.17: 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 in respect of which it has obligations under Articles 7.3 and 7.4 or has made Additional Commitments including on payments or transfers for transactions relating to such obligations. It is recognised that particular pressures on the balance of payments of a Party in the process of economic development may necessitate the use of restrictions to ensure, *inter alia*, the maintenance of a level of financial reserves adequate for the implementation of its programme of economic development.

2. The restrictions referred to in paragraph 1 shall:

- (a) be consistent with the Articles of Agreement of the International Monetary Fund;
- (b) avoid unnecessary damage to the commercial, economic and financial interests of the other Party;
- (c) not exceed those necessary to deal with the circumstances described in paragraph 1;
- (d) be temporary and be phased out progressively as the situation specified in paragraph 1 improves;
- (e) be applied on a national treatment basis and such that the other Party is treated no less favourably than any country that is not a Party to this Agreement.

3. Any restrictions adopted or maintained under paragraph 1, or any changes therein, shall be promptly notified to the other Party.

4. The Party adopting any restrictions under paragraph 1 shall commence consultations with the other Party in order to review the restrictions adopted by it.

#### ARTICLE 7.18: TRANSPARENCY

1. Each Party shall publish promptly and, except in emergency situations, at the latest by the time of their entry into force, all relevant measures of general application which pertain to or affect the operation of this Chapter. International agreements pertaining to or affecting trade in services to which a Party is a signatory shall also be published.

2. Where publication as referred to in paragraph 1 is not practicable, such information shall be made otherwise publicly available.

3. Each Party shall respond promptly to all requests by the other Party for specific information on any of its measures of general application or international agreements within the meaning of paragraph 1. Each Party shall also establish one or more enquiry points to provide specific information to other Party, upon request, on all such matters.

#### ARTICLE 7.19: DISCLOSURE OF CONFIDENTIAL INFORMATION

Nothing in this Chapter shall require any Party to provide confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of particular enterprises, public or private.

#### ARTICLE 7.20: GOVERNMENT PROCUREMENT

Articles 7.3 and 7.4 shall not apply to laws, regulations or requirements 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 the supply of services for commercial sale.

#### ARTICLE 7.21: GENERAL EXCEPTIONS

1. Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination against the other Party, or a disguised restriction on trade in services, nothing in this Chapter shall be construed to prevent the adoption or enforcement by either Party of measures:



- (a) necessary to protect public morals or to maintain public order;<sup>7-7</sup>
- (b) necessary to protect human, animal or plant life or health;
- (c) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Chapter including those relating to:
  - (i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on services contracts;
  - (ii) the protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;
  - (iii) safety;
- (d) inconsistent with Article 7.4, provided that the difference in treatment is aimed at ensuring the equitable or effective<sup>7-8</sup> imposition or collection of direct taxes in respect of services or service suppliers of the other Party.

2. Nothing in this Agreement shall prevent a Party from adopting or maintaining measures under which it accords more favourable treatment to persons of a non-Party than that accorded to persons of the other Party to this Agreement as a result of a bilateral double taxation avoidance agreement between the Party and such non-Party.

#### ARTICLE 7.22: SECURITY EXCEPTIONS

1. Nothing in this Chapter shall be construed:

- (a) to require a Party to furnish any information, the disclosure of which it considers contrary to its essential security interests; or
- (b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests:

---

<sup>7-7</sup> The public order exception may be invoked by a Party, including its legislative, governmental, regulatory or judicial bodies, only where a genuine and sufficiently serious threat is posed to one of the fundamental interests of society.

<sup>7-8</sup> Measures that are aimed at ensuring the equitable or effective imposition or collection of direct taxes include measures taken by a Party under its taxation system which:

- (i) apply to non-resident service suppliers in recognition of the fact that the tax obligation of non-residents is determined with respect to taxable items sourced or located in the Party's territory; or
- (ii) apply to non-residents in order to ensure the imposition or collection of taxes in the Party's territory; or
- (iii) apply to non-residents or residents in order to prevent the avoidance or evasion of taxes, including compliance measures; or
- (iv) apply to consumers of services supplied in or from the territory of the other Party in order to ensure the imposition or collection of taxes on such consumers derived from sources in the Party's territory; or
- (v) distinguish service suppliers subject to tax on world-wide taxable items from other service suppliers, in recognition of the difference in the nature of the tax base between them; or
- (vi) determine, allocate or apportion income, profit, gain, loss, deduction or credit of resident persons or branches, or between related persons or branches of the same person, in order to safeguard the Party's tax base.

Tax terms or concepts in paragraph 1(d) of Article 7.21 and in this footnote are determined according to tax definitions and concepts, or equivalent or similar definitions and concepts, under the domestic law of the Party taking the measure.

- (i) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;
  - (ii) relating to fissionable and fusionable materials or the materials from which they are derived;
  - (iii) taken in time of war or other emergency in international relations;
  - (iv) relating to protection of critical public infrastructure, including communications, power and water infrastructure from deliberate attempts intended to disable or degrade such infrastructure; or
- (c) to prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

2. Each Party shall inform the other Party to the fullest extent possible of measures taken under paragraphs 1(b) and (c) and of their termination.

3. Nothing in this Chapter shall be construed to require a Party to accord the benefits of this Chapter to a service supplier of the other Party where a Party adopts or maintains measures in any legislation or regulations which it considers necessary for the protection of its essential security interests with respect to a non-Party or a service supplier of a non-Party that would be violated or circumvented if the benefits of this Chapter were accorded to such a service supplier.

#### ARTICLE 7.23: DENIAL OF BENEFITS

1. Subject to prior notification and consultation, a Party may deny the benefits of this Chapter:
- (a) to the supply of a service, if it establishes that the service is supplied from or in the territory of a country that is not a Party to this Agreement;
  - (b) in the case of the supply of a maritime transport service, if it establishes that the service is supplied:
    - (i) by a vessel registered under the laws of a non-Party, and
    - (ii) by a person which operates and/or uses the vessel in whole or in part but which is of a non-Party;
  - (c) to the supply of a service through commercial presence, if the Party establishes at any time that persons of a non-Party own or control, or have acquired ownership or control over through subsequent transactions, the service supplier;
  - (d) to the supply of a service from or in the territory of the other Party, if the Party establishes that the service is supplied by a service supplier that is owned or controlled by a person of the denying Party.

#### ARTICLE 7.24: SERVICES-INVESTMENT LINKAGE

1. For the avoidance of doubt, the Parties confirm, in respect of Chapter 6, that:-
- (a) the following articles of Chapter 6 apply, *mutatis mutandis*, to measures affecting the supply of service by a service supplier of a Party through commercial presence in the territory of the other Party, only to the extent that they relate to an investment, regardless of whether or not

such service sector is scheduled in a Party's Schedule of Specific Commitments in [Annex 7A](#) or [7B](#) :

- (i) Article 6.4;
  - (ii) Article 6.5;
  - (iii) Article 6.6;
  - (iv) Article 6.8;
  - (v) Article 6.10;
  - (vi) Article 6.14;
  - (vii) Article 6.18;
  - (viii) Article 6.19;
  - (ix) Article 6.22; and
  - (x) Article 6.23.
- (b) Article 6.21 apply, *mutatis mutandis*, to measures affecting the supply of service by a service supplier of a Party through commercial presence in the territory of the other Party, only to the extent that they relate to an investment and an obligation under Chapter 6, regardless of whether or not such service sector is scheduled in a Party's Schedule of Specific Commitments in [Annex 7A](#) or [7B](#); and
- (c) the provisions relating to entry into force, duration and termination in Article 6.24 shall apply to the provisions of Chapter 6 that are made applicable under paragraphs (a) and (b) above.

## CHAPTER 16

### GENERAL AND FINAL PROVISIONS

#### ARTICLE 16.1: FULFILLMENT OF OBLIGATIONS AND COMMITMENTS

Each Party shall ensure, in its territory, the observance and fulfillment of its obligations and commitments under this Agreement.

#### ARTICLE 16.2: CONTACT POINT

Each Party shall designate a contact point to facilitate communications between the Parties on any matter covered by this Agreement. On the request of a Party, the contact point of the requested Party shall identify the office or official responsible for the matter and assist in facilitating communication with the requesting Party.

#### ARTICLE 16.3: REVIEW

1. In addition to the provisions for consultations elsewhere in this Agreement, Ministers in charge of trade negotiations of the Parties shall meet within a year of the date of entry into force of this Agreement and then biennially or otherwise as appropriate to review this Agreement.

2. In the course of such a review, the Parties may establish any working groups or committees (on an ad hoc basis or otherwise) based on agreed terms of reference for such working groups or committees (where necessary) and also composition thereof in order to:

- (a) study and recommend to the Ministers in charge of trade negotiations of the Parties any appropriate measures to resolve any issues arising from the implementation or application of any part of this Agreement; and / or
- (b) consider, at either Party's request, fresh concessions or issues not already dealt with by this Agreement.

#### ARTICLE 16.4: ASSOCIATION WITH THE AGREEMENT

This Agreement is open to accession or association, on terms to be agreed between the Parties, by any country or separate customs territory.

#### ARTICLE 16.5: RELATION TO OTHER AGREEMENTS

1. The Parties affirm their existing rights and obligations with respect to each other under existing bilateral and multilateral agreements to which both Parties are parties, including the Marrakesh Agreement establishing the World Trade Organization (“WTO Agreement”)

2. In the event of any inconsistency between this Agreement and any other agreement to which both Parties are parties, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution.

#### ARTICLE 16.6: ANNEXES

The Annexes to this Agreement shall form an integral part of this Agreement.

ARTICLE 16.7: AMENDMENTS

This Agreement may be amended by agreement in writing by the Parties and such amendments shall enter into force on such date or dates as may be agreed between them.

ARTICLE 16.8: ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Agreement shall enter into force on 1 August 2005.
2. Either Party may terminate this Agreement by giving the other Party six months' advance notice in writing.
3. Within 30 days of delivery of a notification under paragraph 2, either Party may request consultations regarding whether the termination of any provision of this Agreement should take effect at a later date than provided under paragraph 2. Such consultations shall commence within 30 days of a Party's delivery of such request.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments have signed this Agreement.

Done at New Delhi, India, this twenty-ninth day of June 2005, in two originals in English language, each text being equally authentic.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF INDIA:

FOR THE GOVERNMENT OF  
THE REPUBLIC OF SINGAPORE:

---

DR. MANMOHAN SINGH  
PRIME MINISTER

---

LEE HSIEN LOONG  
PRIME MINISTER

## ANNEX 5A

### SECTORAL ANNEX FOR TELECOMMUNICATIONS EQUIPMENT

Pursuant to Chapter 5, the Parties agree on this Sectoral Annex for Telecommunications Equipment.

#### 1. Scope and Definitions

- 1.1 This Sectoral Annex applies to telecommunications equipment including wire and wireless equipment, and terrestrial and satellite equipment, whether or not connected to a Public Telecommunications Transport Network subject to the Regulations of each Party.
- 1.2 This Sectoral Annex covers two phases, namely:
  - (a) Phase I, which refers to the mutual recognition of test reports; and
  - (b) Phase II, which refers to the mutual recognition of equipment certification
- 1.3 The Mandatory Requirements governing the scope of telecommunications equipment and conformity assessment activities of this Sectoral Annex, as amended in accordance with paragraph 3 from time to time, are stipulated in Table 1 and Table 2 respectively.
- 1.4 For the purposes of this Sectoral Annex:
  - (a) **Public Telecommunications Transport Network** means public telecommunications infrastructure which permits telecommunications between and among defined network termination points.
  - (b) **Mandatory Requirements** means a Party's applicable laws, regulations and administrative provisions, including licence conditions
  - (c) **Conformity Assessment Bodies** designated under this Sectoral Annex shall be:
    - (i) Test Facilities; and/or
    - (ii) Certification Bodies
- 1.5 The conformity assessment activities for which Conformity Assessment Bodies may be designated under this Sectoral Annex are:

- (a) testing by designated Test Facilities; and/or
- (b) certification by designated Certification Bodies (hereinafter referred to as "equipment certification".)

that telecommunications equipment complies with relevant Mandatory Requirements.

## **2. Obligations**

- 2.1 Each Party shall accept test reports and/or equipment certification that demonstrate compliance with its Mandatory Requirements, provided that these test reports and/or equipment certification are issued by registered Conformity Assessment Bodies of the other Party.

## **3. Exchange of Information**

- 3.1 The Parties' Regulatory Authorities or responsible agencies shall, in writing, notify each other, the Mutual Recognition Joint Committee and, as appropriate, the relevant Designating Authorities, of any amendment to any Mandatory Requirements listed in Tables 1 to 4 of this Sectoral Annex and thereby amend the relevant portion of the Table. Except where considerations of health, safety and the environment warrant more urgent action, such notification shall take place at least 60 calendar days before the entry into force of the amendments.
- 3.2 For this purpose "amendment" shall include the following cases where:
  - (a) a Party entirely or partially changes its Mandatory Requirements, whether or not those names are changed;
  - (b) a Party repeals its Mandatory Requirements and adopts new Mandatory Requirements as a substitute for the former, whether or not the previous names are changed; and
  - (c) a Party incorporates the whole or a relevant part of its Mandatory Requirements into other laws, regulations, administrative provisions, measures and/or practices.

#### 4. **Designated Authorities**

- 4.1 The Designating Authority must have the legal mandate to perform designation as set out in Table 3.
- 4.2 For the purpose of this Sectoral Annex, India's Designating Authority shall be the Department of Telecommunications, Ministry of Communications and Information Technology, Government of India (DOT).
- 4.3 For the purpose of this Sectoral Annex, Singapore's Designating Authority shall be the Infocomm Development Authority of Singapore (IDA).

#### 5. **Designation of Conformity Assessment Bodies and Stipulated Requirements**

- 5.1 The designation and registration of Conformity Assessment Bodies shall be in accordance with Mandatory Requirements and meet with the stipulated criteria for designation as set out in Table 4.
- 5.2 Designating Authorities :
  - (a) shall specify the scope of the conformity assessment activities for which a Conformity Assessment Body has been designated. When a Conformity Assessment Body is designated to undertake conformity assessment activities with regard to particular Mandatory Requirements, the relevant obligations of acceptance shall be limited to the results of assessments in relation to those particular Mandatory Requirements;
  - (b) shall only designate Conformity Assessment Bodies where the Conformity Assessment Body, or the organisation of which the Conformity Assessment Body is a part, is a legal person in the relevant jurisdiction;
  - (c) shall give advance notice of at least 7 calendar days of any changes, including suspension, to their list of designated Conformity Assessment Bodies; and
  - (d) shall not have any direct or undue influence on the decisions made by designated Conformity Assessment Bodies in certification of products under the MRA.
- 5.3 Designated Conformity Assessment Bodies shall not be influenced by a body that manufactures or trades in telecommunications equipment. Furthermore, designated Conformity Assessment Bodies shall be impartial. Any other services offered by a Conformity Assessment Body shall be provided in a manner that does not compromise the objectivity of its conformity assessment activities and decisions.



- 5.4 Designating Authorities shall only designate Conformity Assessment Bodies that are able to demonstrate that they understand, have experience relevant to and are technically competent to undertake the conformity assessment activities for which they are designated.
- 5.5 Demonstration of technical competence shall be based on:
- (a) technological knowledge of the relevant products, processes or services;
  - (b) understanding of the technical standards and the general risk protection requirements for which designation is sought;
  - (c) the experience relevant to the applicable Mandatory Requirements;
  - (d) the physical capability to perform the relevant conformity assessment activities;
  - (e) an adequate management of the conformity assessment activities concerned; and
  - (f) any other circumstance necessary to give assurance that the conformity assessment activities shall be adequately performed on a consistent basis.
- 5.6 The basis for designating Test Facilities shall be accreditation to ISO/IEC 17025:1999 or its successor, which shall constitute sufficient proof of technical competence to undertake conformity assessment activities that demonstrate conformity with the Mandatory Requirements for which they are to be designated, provided that:
- (a) the accreditation process is conducted in compliance with ISO/IEC Guide 58:1993 or its successor; and
  - (b) the accreditation body participates in mutual recognition arrangements, such as the Asia Pacific Laboratory Accreditation Cooperation (APLAC) Mutual Recognition Arrangement, where they are subject to peer evaluation of the competence of accreditation bodies and the Test Facilities accredited by them.
- 5.7 The basis for designating Certification Bodies shall be accreditation to ISO/IEC Guide 65:1996 or its successor, which shall constitute sufficient proof of technical competence to undertake conformity assessment activities that demonstrate conformity with the Mandatory Requirements, for which they are to be designated provided that:

- (a) the accreditation process is conducted in compliance with ISO/IEC Guide 61:1996 or its successor; and
  - (b) the accreditation body is a member of the Pacific Accreditation Cooperation and is a signatory to a mutual recognition arrangement where they are subject to peer evaluation of the competence of accreditation bodies and the Certification Bodies accredited by them.
- 5.8 When designating a Conformity Assessment Body, the Designating Authority shall provide to the other Party the following details in respect of each Conformity Assessment Body it designates:
- (a) the name;
  - (b) the postal address;
  - (c) the facsimile (fax) number;
  - (d) email address (if available);
  - (e) name and telephone number of the contact person;
  - (f) scope of designation detailing range of products, reference standards, methods of certification, capability and other relevant details;
  - (g) designating procedure used, if there is any changed from Table 4 of the Sectoral Annex; and
  - (h) date of effect of designation.
- 5.9 Designated Conformity Assessment Bodies shall maintain a list of telecommunications equipment they have assessed and, on a request of a Party, shall provide the list to that Party.

## **6. Verification, Suspension and Withdrawal of Conformity Assessment Bodies**

- 6.1 For the purpose of this Sectoral Annex, the time period specified in Article 5.5 shall be 70 calendar days.

## **7. Review**

- 7.1 In accordance with the review procedures under Article 16.3, the Parties shall commence discussions with the view to:

- (a) expanding the scope of telecommunications equipment covered under Table 1 of this Sectoral Annex; and
- (b) implementing Phase II of this Sectoral Annex.

**8. Entry into Force**

- 8.1 The implementation of Phase I of this Sectoral Annex shall take place within one year of the entry into force of this Agreement.
- 8.2 The Parties shall discuss the implementation of Phase II in accordance with paragraph 7 of this Sectoral Annex.

**TABLE 1**

**MANDATORY REQUIREMENTS STIPULATING  
TELECOMMUNICATIONS EQUIPMENT COVERED BY THIS  
SECTORAL ANNEX**

<b>INDIA</b>	<b>SINGAPORE</b>
List of Generic requirements (Updated) (No. BR/GEN-01/29. APR 2004)	Scheme for Recognising Foreign Testing Laboratories and Certification Bodies for Conformity Assessment of Telecommunication Equipment Annex 2

**TABLE 2**

**MANDATORY REQUIREMENTS STIPULATING CONFORMITY  
ASSESSMENT ACTIVITIES COVERED BY THIS SECTORAL  
ANNEX**

<b>INDIA</b>	<b>SINGAPORE</b>
To be developed	Scheme for Recognising Foreign Testing Laboratories and Certification Bodies for Conformity Assessment of Telecommunication Equipment

**TABLE 3**

**MANDATORY REQUIREMENTS PROVIDING LEGAL MANDATE FOR DESIGNATING AUTHORITIES**

<b>INDIA</b>	<b>SINGAPORE</b>
<p>Designating Authority of India is the following authority or authority succeeding it:</p> <p><b>Department of Telecommunications, Government of India</b></p> <p><b>The Government of India (Allocation of Business) Rules, 1961</b>                      Rule 3.(1)                      Second Schedule –                      Distribution of subjects among the departments                      Ministry of Communications and Information technology – Department of Telecommunications</p> <p><b>Indian Telegraph Act, 1885</b></p>	<p>Designating Authority of Singapore is the following authority or authority succeeding it:</p> <p><i>Info-communications Development Authority of Singapore Act (Cap. 137A)</i>                      Section 6(h) and (u)                      Second Schedule Article 12 and Article 41</p> <p><i>The Telecommunication Act (Cap. 323)</i>                      Section 2 and 74</p> <p><b>Infocomm Development Authority of Singapore</b></p>

**TABLE 4**

**MANDATORY REQUIREMENTS STIPULATING THE CRITERIA FOR DESIGNATION**

<b>THE CRITERIA TO BE APPLIED BY SINGAPORE IN DESIGNATING CONFORMITY ASSESSMENT BODIES TO ASSESS PRODUCTS AGAINST INDIA'S REQUIREMENTS</b>	<b>THE CRITERIA TO BE APPLIED BY INDIA IN DESIGNATING CONFORMITY ASSESSMENT BODIES TO ASSESS PRODUCTS AGAINST SINGAPORE'S REQUIREMENTS</b>
(to be developed)	Scheme for Recognizing Foreign Testing Laboratories and Certification Bodies for Conformity Assessment of Telecommunication Equipment

**ANNEX 7A**

**INDIA'S SCHEDULE OF SPECIFIC COMMITMENTS**

Sector or Sub-Sector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
<b>I. HORIZONTAL COMMITMENTS</b>			
<p>ALL SECTORS INCLUDED IN THIS SCHEDULE</p>	<p>Mode 3: Prior Government approval shall be required where a joint venture or technology transfer/trademark agreement existed in the 'same' field except in the case of investment by Venture Capital Funds registered with the Security &amp; Exchange Board of India or where in the 'existing' joint venture investment by either of the parties is less than 3% or where the existing joint venture is defunct or sick.</p> <p>Mode 3 and 4: Access to Scheduled areas and Tribal Areas covered under the V and VI Schedule of the Constitution of India may be denied.</p>	<p>Mode 3:</p> <ul style="list-style-type: none"> <li>- For transfer of equity in an existing company to the investor of the other party where Security &amp; Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 as amended, are Applicable.</li> <li>- Repatriation of sale proceeds of immovable property is subject to prior approval of Reserve Bank of India.</li> <li>- Taxation laws for domestic and foreign service suppliers, as per the provisions of the Income tax Act, 1961, shall apply.</li> <li>- Subsidies, where granted, shall be available only to domestic service suppliers.</li> <li>- In case of collaboration with public sector enterprises or government undertakings as joint venture</li> </ul>	



		<p>partners, preference in access will be given to foreign service suppliers/entities which offer the best terms for transfer of technology.</p> <p>Mode 3 and 4:</p> <ul style="list-style-type: none"> <li>- Special treatment may be provided to Scheduled Castes, Scheduled Tribes and weaker sections of society, as laid down in the Constitution of India as well as various legislation.</li> <li>- Access to Scheduled areas and Tribal areas covered under the V and VI Schedule of the Constitution of India may be denied.</li> </ul>	
	<p>Mode 4: Unbound except as per the commitments in the Chapter 9 on Movement of Natural Persons</p>		

<b>SECTOR SPECIFIC COMMITMENTS</b>			
Accounting and bookkeeping services (CPC 862**) excluding Auditing services)	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : Unbound</p> <p>Mode 4: Unbound except as in horizontal commitments for independent professionals on basis of contract subject to fulfillment of criterion of registration with relevant Accountancy body in India and obtaining of professional indemnity insurance from home country for a period of stay of up to 12 months.</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: Unbound</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals on basis of contract subject to fulfilment of criterion of registration with relevant Accountancy body in India and obtaining of professional indemnity insurance from home country for a period of stay of up to 12 months.</p>	
Advisory Taxation services excluding authentication of statutory audit reports (CPC 863**)	<p>Mode 1: None, except for the limitation that personal appearance before Indian Tax authorities is confined to Indian nationals receiving such services only.</p> <p>Mode 2: None, except for the limitation that personal appearance before Indian Tax authorities is confined to Indian nationals receiving such services only.</p> <p>Mode 3: Unbound</p> <p>Mode 4: Unbound</p>	<p>Mode 1: None, except for the limitation that personal appearance before Indian Tax authorities is confined to Indian nationals only.</p> <p>Mode 2: None, except for the limitation that personal appearance before Indian Tax authorities is confined to Indian nationals only.</p> <p>Mode 3: Unbound</p> <p>Mode 4: Unbound</p>	
Architectural services (CPC 8671)	Mode 1: None except that implementation in India has to be carried out by a professional	Mode 1: None	

	<p>architect physically present in India and licensed by the Council of Architecture</p> <p>Mode 2: None except that implementation in India has to be carried out by a professional architect physically present in India and licensed by the Council of Architecture</p> <p>Mode 3 : None, subject to incorporation in India as partnership firm constituted by architects and to fulfillment of other requirements as stipulated by the Council of Architecture.</p> <p>Mode 4 : Unbound except as in horizontal commitments for employees of juridical persons and for independent professionals with a contract with a final client in India and subject also to condition of registration with the Council of Architecture.</p>	<p>Mode 2: None</p> <p>Mode 3 : None, subject to incorporation in India as partnership firm constituted by architects and to fulfillment of other requirements as stipulated by the Council of Architecture.</p> <p>Mode 4 : Unbound except as in horizontal commitments for employees of juridical persons and for independent professionals with a contract with a final client in India and subject also to condition of registration with the Council of Architecture</p>	
Engineering services (CPC 8672)	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None, subject to incorporation in India.</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals and employees of juridical persons in the highly skilled and managerial categories on the basis of contract with a final client in India and subject to fulfillment of qualification and licensing requirements. In the case of juridical persons, also subject to ceiling of 5% of the</p>	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as in horizontal commitments for independent professionals and employees of juridical persons in the highly skilled and managerial categories on the basis of contract with a final client in India and subject to fulfillment of qualification and licensing requirements. In the case of juridical persons, also subject to ceiling</p>	

	total work force on a project.	of 5% of the total work force on a project.	
Integrated engineering services (CPC 8673)	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None, subject to incorporation in India</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals and employees of juridical persons in the highly skilled and managerial categories on the basis of contract with a final client in India and subject to fulfilment of qualification and licensing requirements. In the case of juridical persons, also subject to a ceiling of 5% of the total work force on a project.</p>	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4: Unbound except as in horizontal commitments for independent professionals and employees of juridical persons in the highly skilled and managerial categories on the basis of contract with a final client in India and subject to fulfilment of qualification and licensing requirements. In the case of juridical persons, also subject to a ceiling of 5% of the total work force on a project.</p>	
Urban planning services (CPC 86741)	<p>Mode 1: None, subject to compliance with domestic regulations</p> <p>Mode 2: None, subject to compliance with domestic regulations</p> <p>Mode 3: None, subject to incorporation in India as partnership firm and to fulfilment of other requirements as stipulated by the Council of Architecture and/ or any other designated regulatory agency.</p> <p>Mode 4 : Unbound except as in horizontal commitments for employees of juridical persons and for independent professionals with a contract with a final client in India and</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None, subject to fulfilment of other requirements as stipulated by the Council of Architecture and/ or any other designated regulatory agency.</p> <p>Mode 4 : Unbound except as in horizontal commitments for employees of juridical persons and for independent professionals with a contract with a final client in India and subject also to condition of registration with the Council of Architecture and/ or any other</p>	

	subject also to condition of registration with the Council of Architecture and/ or any other designated regulatory agency.	designated regulatory agency.	
Medical and dental services (CPC 9312)	<p>Mode 1: None for provision of services on provider to provider basis such that the transaction is between established medical institutions covering areas of second opinion to help in diagnosis of cases or in the field of research.</p> <p>Mode 2: None.</p> <p>Mode 3: None, subject to incorporation in India and subject to the condition that the latest technology for treatment will be brought in. Also, publicly funded services may be available only to Indian citizens or may be supplied at differential prices to persons other than Indian citizens.</p> <p>Mode 4: Unbound pending finalisation of MRA</p>	<p>Mode 1: None.</p> <p>Mode 2: None.</p> <p>Mode 3: Publicly funded services may be available only to Indian citizens or may be supplied at differential prices to persons other than Indian citizens.</p> <p>Mode 4: Unbound pending finalisation of Mutual Recognition Agreement (MRA)</p>	
Veterinary services (CPC 932)	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as in horizontal commitments</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as in horizontal commitments</p>	
Services provided by midwives, nurses, physiotherapists and para-medical personnel (CPC 93191)	<p>Mode 1: Unbound*</p> <p>Mode 2: None</p> <p>Mode 3: None, subject to incorporation in India and subject to the condition that the latest technology for treatment will be brought in. Also, publicly funded services may be</p>	<p>Mode 1: Unbound*</p> <p>Mode 2: None.</p> <p>Mode 3: Publicly funded services may be available only to Indian citizens or may be supplied at differential prices to persons other than Indian citizens.</p>	

	<p>available only to Indian citizens or may be supplied at differential prices to persons other than Indian citizens.</p> <p>Mode 4: Unbound pending finalisation of MRA</p> <p>* technically infeasible</p>	Mode 4: Unbound pending finalisation of MRA	
<p>B. Computer and related services (CPC 841, 842, 843, 844, 845, 849)</p>	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4: Unbound except as in horizontal commitments for employees of juridical persons and for independent professionals with a contract with a final client in India</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as in horizontal commitments for employees of juridical persons and for independent professionals with a contract with a final client in India</p>	
<b>C. Research and Development Services</b>			
<p>Research and dev services on the following natural sciences only: Heat, light, electro-</p>	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as in horizontal commitments for employees of juridical persons and for independent</p>	

magnetism, astronomy, but excluded atomic energy and related matters (CPC 85101)	of contract with a final client in India	professionals with a contract with a final client in India	
Engineering and technology, including applied science and technology for casting, metal, machinery, electricity, communications, vessels, aircrafts, civil engineering, construction, information, etc. (CPC 85103)	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis of contract with a final client in India	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments for employees of juridical persons and for independent professionals with a contract with a final client in India	
R&D services in biotechnology, excluding medical biotechnology	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4 : Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis of contract with a final client in India	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4 : Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis of contract with a final client in India	
R&D services in Agricultural Sciences	Mode 1 : None	Mode 1 : None	

	Mode 2 : None Mode 3 : Unbound Mode 4 : Unbound	Mode 2 : None Mode 3 : Unbound Mode 4 : Unbound	
<b>D. Real Estate Services</b>			
Real estate services on a fee or contract basis (CPC 822)	Mode 1: Unbound Mode 2: Unbound Mode 3: None for Consultancy Services, subject to Foreign Investment Promotion Board approval.  Mode 4: Unbound	Mode 1 : Unbound Mode 2 : Unbound Mode 3 : Unbound Mode 4 : Unbound	
<b>E. Rental/ Leasing Services without Operators</b>			
Rental/ leasing services without operators relating to ships (CPC 83103) (excluding the services of actual international transport of Cargo)	Mode 1: None Mode 2: None Mode 3: None, for supply of services through registered Indian company. Mode 4 : Unbound	Mode 1: None Mode 2: None Mode 3: None, except that prescribed minimum capitalisation norms must be adhered to.  Mode 4 : Unbound	



Rental/ leasing services without operators relating to aircraft (CPC 83104)	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	Mode 1 : None Mode 2 : None Mode 3 : None, except that prescribed minimum capitalisation norms must be adhered to. Mode 4 : Unbound except as in horizontal commitments	
Rental/ leasing services without operators relating to other machinery and equipment (CPC 83106 –83109)	Mode 1 : Unbound Mode 2 : Unbound Mode 3 : None Mode 4 : Unbound.	Mode 1 : Unbound Mode 2 : Unbound Mode 3 : None, except that prescribed minimum capitalisation norms must be adhered to. Mode 4 : Unbound	
Rental/ leasing services without operators relating to other transport equipment (CPC 83101 + 83102 + 83105) (excluding Railroad Transport & Multimodal Transport)	Mode 1 : Unbound Mode 2 : Unbound Mode 3 : None Mode 4: Unbound.	Mode 1 : Unbound Mode 2 : Unbound Mode 3 : None, except that prescribed minimum capitalisation norms must be adhered to. Mode 4 : Unbound	
Rental/ leasing services concerning personal and household goods (CPC 832)	Mode 1 : Unbound Mode 2 : Unbound Mode 3 : None, subject to collaboration with Indian partner Mode 4 : Unbound	Mode 1 : Unbound Mode 2 : Unbound Mode 3 : None, except that prescribed minimum capitalisation norms must be adhered to and subject to collaboration with Indian partner. Mode 4 : Unbound	

<b>F. Other Business Services</b>			
<p>Sale of leasing services of advertising space of time (CPC 87110)          Planning, creating and placement of services of advertising (CPC 87120)</p>	<p>Mode 1 : None, subject to the requirement that foreign channels must seek advertising for the down link beam through domestic entities and foreign print media must seek advertisements through domestic entities.</p> <p>Mode 2 : None</p> <p>Mode 3 : None, subject to incorporation and foreign equity ceiling of 49%. Management and control must be located in India.</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis of contract with a final client in India</p>	<p>Mode 1 : None, subject to requirement that majority of content would be created locally by Indian nationals.</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis of contract with a final client in India.</p>	
<p>Management consulting services excluding all services relating to legal consultancy (CPC 86501**, 86502**, 86503**, 86505**, 86506**, 86509**)</p>	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals on the basis of contract with a final client in India</p>	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals on the basis of contract with a final client in India.</p>	

Services related to management consulting (CPC 86601)	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals on the basis of contract with a final client in India.</p>	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals on the basis of contract with a final client in India</p>	
Services incidental to fishing (CPC 882)	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4 : Unbound except as in horizontal commitments</p>	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4 : Unbound except as in horizontal commitments</p>	
Services incidental to mining (CPC 883 +5115)	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None, subject to incorporation in India</p> <p>Mode 4: Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis of contract with a final client in India</p>	<p>Mode 1 : None</p> <p>Mode 2 : None</p> <p>Mode 3 : None</p> <p>Mode 4 : Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis of contract with a final client in India</p>	
Services incidental to energy distribution (CPC 887 ** excluding energy trading and load dispatch functions)	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis of contract with a final client in India.</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as in horizontal commitments for independent professionals and employees of juridical persons on the basis of contract with a final client in India</p>	

Placement and supply services of Personnel (CPC 872)	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4 : Unbound except as in horizontal commitments	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	
Maintenance and repair of equipment (not including maritime vessels, aircraft or other transport equipment) (CPC 633)	Mode 1 : Unbound Mode 2 : Unbound Mode 3 : None, subject to incorporation with a foreign equity ceiling of 51 per cent Mode 4 : Unbound	Mode 1 : Unbound Mode 2 : Unbound Mode 3 : None Mode 4 : Unbound	
Building-cleaning services (CPC 874)	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4 : Unbound except as in horizontal commitments	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4 : Unbound except as in horizontal commitments	
Photographic Services excluding aerial photography, satellite pictures and satellite enabled photography (CPC 875**)	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4 : Unbound except as in horizontal commitments	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4: Unbound except as in horizontal commitments	
Packaging Services (CPC 876)	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4 : Unbound except as in horizontal commitments	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4 : Unbound except as in horizontal commitments	

Convention services (CPC 87909**)	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	Mode 1 : None Mode 2 : None Mode 3 : None Mode 4 : Unbound except as in horizontal commitments	
Specialty design services (CPC 87907)	Mode 1: None Mode 2: None Mode 3: None subject to incorporation in India and foreign equity cap of 51%. Mode 4: Unbound	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound	
Technical testing and analysis services excluding testing and analysis services of automobiles (CPC 8676**)	Mode 1: None Mode 2: None Mode 3: None, subject to incorporation Mode 4: Unbound	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound	
<b>2. Communication Services</b>			
C. Telecommunication services (CPC 752) <sup>1</sup>			

<sup>1</sup> Excluding broadcasting services and measures affecting such services. Broadcasting is defined as a form of the uni-directional telecommunications intended for large number of users having appropriate receiving facilities and carried out by means of radio or cable network. This may include sound transmission, television transmission or other types of transmission.

<p>a) Public Telephone Service (CPC 7521**)</p> <p>i) Public Local Telephone Service</p> <p>ii) Public Long Distance Telephone Service</p> <p>iii) Mobile Telephone Service</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3:</p> <p>a) The detailed terms and conditions for providing the service will be as per license conditions</p> <p>b) Total foreign equity must not exceed 49% in a company registered in India under the Companies Act 1956 and such investment will be governed by Foreign Exchange Management Act (FEMA)</p> <p>c) Resale of Public Telephone Services is not permitted. However, licensees can grant franchises on commission basis for providing public call offices (PCOs) service.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: None, except on the grounds of public and national interest.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	
---	--	---	--

<p>(b) Packet Switched Data Transmission including telex Services (CPC 7523**)</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3:</p> <p>a) The detailed terms and conditions for providing the service will be as per license conditions.</p> <p>b) Total foreign equity must not exceed 49% in a company registered in India under the Companies Act 1956 and such investment will be governed by Foreign Exchange Management Act (FEMA).</p> <p>c) Resale of Public Telephone Services is not permitted. However, licensees can grant franchises on commission basis for providing public call offices (PCOs) service.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: None, except on the grounds of public and national interest.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	
--	--	---	--

<p>(c) Circuit switched data transmission services (CPC 7523**)</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: Licensed Public Telephone Service (CPC 7521**) operators will be permitted to transmit data on the PSTN<sup>2</sup> network in its licensed service area.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: None, except on the grounds of public and national interest.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	
<p>(d) Facsimile Service (CPC 7521** + CPC 7529**)</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: Licensed Public Telephone Service (CPC 7521**) operators will be permitted for transmission of facsimile on the PSTN<sup>2</sup> network in its licensed service area. Franchisees of service operators can provide commercial facsimile services.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: None, except on the grounds of public and national interest.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	

<sup>2</sup> PSTN refers to Public Telephone Service Network which is operated by licensed operators



<p>(e) Private Leased Circuit Services (CPC 7522** +CPC 7523**)</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3:</p> <p>a) Licensed Public Telephone Service (CPC 7521**) operators will be permitted to provide Leased Circuit to their customers, for their own use within the licensed service area.</p> <p>b) Resale of leased circuits will not be permitted</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: None, except on the grounds of public and national interest.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	
---	---	---	--

<p>(f) Data and message transmission services, the following:</p> <p>i) Electronic mail (CPC 7523**)</p> <p>ii) Voice mail (CPC 7523**)</p> <p>iii) On-line information and data base retrieval (CPC 7523**)</p> <p>iv) Enhanced / value added facsimile services, including store and forward, store and retrieve (CPC 7523**)</p> <p>v) On-line information and/or data processing (CPC 843**)</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: Total foreign equity must not exceed 51% in a company registered in India under the Companies Act 1956 and such investment will be governed by Foreign Exchange Management Act (FEMA).</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as indicated as indicated in the horizontal section.</p>	
--	--	--	--

<p>(g) Other</p> <p>(i) V-Sat Services</p> <p>(ii) Radio Paging Service</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3:</p> <p>a) The detailed terms and conditions for providing the service will be as per license conditions</p> <p>b) Total foreign equity must not exceed 49% in a company registered in India under the Companies Act 1956 and such investment will be governed by Foreign Exchange Management Act (FEMA)</p> <p>c) Resale of Public Telephone Services is not permitted. However, licensees can grant franchises on commission basis for providing public call offices (PCOs) service.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: None, except on the grounds of public and national interest.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	
---	--	---	--

<p>(h) Internet and Infrastructure Services</p> <p>i) Internet Services (with gateways)</p> <p>ii) Internet Services (without gateways)</p> <p>iii) Infrastructure Providers (Cat I)</p> <p>iv) Infrastructure Providers (Cat II)</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3:</p> <p>a) The detailed terms and conditions for providing the service will be as per license conditions</p> <p>b) Total foreign equity must not exceed 74% in a company registered in India under the Companies Act 1956 and such investment will be governed by Foreign Exchange Management Act (FEMA)</p> <p>c) Resale of Services is not permitted. However, licensees can grant franchises on commission basis for providing public call offices (PCOs) service.</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: None, except on the grounds of public and national interest</p> <p>Mode 4: Unbound except as indicated in the horizontal commitments</p>	
<b>D. Audio-visual Services</b>			
<p>D. <u>Audiovisual Services</u></p> <p>(a) Motion picture or video tape distribution services (CPC 96113)</p>	<p>1) Unbound</p> <p>2) Unbound</p> <p>3) (i) Only through representative offices which will be allowed to function as branches of companies incorporated outside India.</p>	<p>1) Unbound</p> <p>2) Unbound</p> <p>3) Subject to the prescribed authority having certified that the motion picture has:</p> <p>(a) won an award in any of the international film festivals</p>	

	<p>(ii) Import of titles restricted to 100 per year</p> <p>4) Unbound except as indicated in the horizontal section.</p>	<p>notified by the Ministry of Information &amp; Broadcasting, Government of India; or</p> <p>(b) participated in any of the official sections of the notified international film festivals; or</p> <p>(c) received good reviews in prestigious film journals notified by the Ministry of Information &amp; Broadcasting, Government of India</p> <p>4) Unbound except as indicated in the horizontal section.</p>	
<b>Construction &amp; Related Engineering Services</b>			
<p>a. General Construction Work for Buildings (CPC 512)</p> <p>b. General construction work for civil engineering (CPC 513)</p> <p>c. Installation and assembly work (CPC 514, 516)</p> <p>d. Building completion and finishing work (CPC 517)</p> <p>e. Others (CPC 511, 515, 518)</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None, subject to incorporation in India.</p> <p>Mode 4: Unbound except as in horizontal commitments for independent professionals and employees of juridical persons and subject to contract with final client in India.</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None, subject to incorporation in India and also subject to the condition that prescribed minimum capitalisation norms must be adhered to.</p> <p>.</p> <p>Mode 4: Unbound except as in horizontal commitments for independent professionals and employees of juridical persons and subject to contract with final client in India.</p>	

<b>4. Distribution Services (excluding live animals)</b>			
Commission agents' services covering services provided by an agent who does not own the goods or enjoy right of action in his own name but only acts as a facilitator amongst or between wholesalers and retailers	<p>Mode 1: None  Mode 2: None  Mode 3: None, subject to approval of RBI/FIPB and conformity with FEMA regulations, as applicable.    Mode 4: Unbound</p>	<p>Mode 1: None  Mode 2: None  Mode 3: None  Mode 4: Unbound</p>	
Wholesale trade services covering sale of goods or commodities for resale and sale for further distribution	<p>Mode 1: None  Mode 2: None  Mode 3: None, subject to approval of RBI/FIPB and conformity with FEMA regulations, as applicable.  Mode 4: Unbound</p>	<p>Mode 1: None  Mode 2: None  Mode 3: None  Mode 4: Unbound</p>	

## 7. FINANCIAL SERVICES

The commitments are scheduled based on the classification of Financial Services Sectors as provided in GATS and the GATS Annex on Financial Services. All the commitments are subject to entry requirements, domestic laws, rules and regulations, guidelines and the terms and conditions of the Reserve Bank of India, Securities and Exchange Board of India and any other competent authority in India, which are within the framework of Article 7.10 (Domestic Regulation) and paragraph 2 (Domestic Regulations) of the Annex on Financial Services.

<p>A. <u>Insurance and Insurance Related Services</u></p> <p>a. Life Insurance [5(a) (i) (A)]</p> <p>b. Non-Life Insurance [5(a) (i) (B)]</p>	<p>1) Unbound except in the case of insurance of freight, where there is no requirement that goods in transit to and from India should be insured with Indian insurance companies only. Insurance is taken by the buyer or seller in accordance with the terms of the contract. This position will be maintained. Once under a contract the Indian importer or exporter agrees to assume the responsibility for insurance such as in the case of f.o.b. contracts for imports into India or c.i.f. contracts for exports from India, insurance has to be taken only with an Indian insurance company.</p> <p>2) Unbound</p> <p>3) None except establishment shall be through incorporation with foreign equity not exceeding 26 per cent—and subject to the condition that in the case of foreign investors having prior collaboration in that specific service sector in India, FIPB approval would be required. In addition, each of the three Singapore banks named in Article</p>	<p>1) Unbound</p> <p>2) Unbound</p> <p>3) Unbound</p>	
---	---	---	--

	<p>7.1(e) shall be permitted to incorporate one insurance company, provided that none of these banks referred to above, individually or collectively, hold more than 26% equity in any of the insurance companies incorporated in India to provide insurance services.</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>4) Unbound except as indicated in the horizontal section</p>	
<p>Reinsurance and retrocession 5(a)(ii)</p>	<p>1),2) Reinsurance can be taken with foreign reinsurers to the extent of the residual uncovered risk after obligatory or statutory placements domestically with Indian insurance companies.</p> <p>3) Unbound</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) Unbound</p> <p>2) Unbound</p> <p>3) Unbound</p> <p>4) Unbound except as indicated in the horizontal section</p>	
<p>Insurance intermediation, limited to reinsurance Ex. 5(a)(iii)</p>	<p>1),2) Reinsurance of domestic risks can be placed with foreign reinsurers through overseas brokers, to the extent mentioned under reinsurance and retrocession</p>	<p>1) Unbound</p> <p>2) Unbound</p>	



	<p>3) (i) Overseas brokers are allowed to have resident representatives and representative offices who can procure reinsurance business from Indian insurance companies to the extent mentioned above. They can also place reinsurance business from abroad with Indian insurance companies</p> <p>(ii) Except for the business indicated above, the resident representatives and representative offices cannot undertake any other activity in India.</p> <p>(iii) All expenses of the resident representatives and representative offices have to be met by remittances from abroad and no income can be received in India from Indian residents.</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>3) Unbound</p> <p>4) Unbound except as indicated in the horizontal section</p>	
--	---	---	--

The following section has been re-formulated to bring it in conformity with the Financial Services Sector listed in the Annex on Financial Services.

<p>B. <u>Banking and other financial services (excluding insurance)</u></p> <p>1.(i) Acceptance of deposits and other repayable funds from the public 5(a)(v)</p> <p>(ii) Lending of all types, including consumer credit, mortgage credit, Factoring and financing of commercial transactions Ex. 5(a)(vi)</p> <p>(iii) All payment and money transmission services including credit, charge and debit cards, travellers cheques and bankers' drafts 5(a)(viii)</p>	<p>1) Unbound 2) Unbound 3) In each of the services given below in which commitments are being undertaken for Banking and non-banking financial services companies, access is subject to fulfilment of minimum capitalization norms.</p> <p><i>For all activities listed in this section of the Schedule excluding factoring and venture capital</i></p> <p>(i) Each of the three Singapore banks named in Article 7.1(e) is limited to “one mode of presence” through (a) establishing not more than one wholly owned subsidiary or (b) operating through branches in India or (c) establishing a joint venture company in India, to supply banking services in India.</p> <p>(ii) Grant of licence as permissible under existing laws.</p>	<p>1) Unbound 2) Unbound 3) For all activities listed in this section of the Schedule excluding factoring and venture capital</p> <p>i) Public sector enterprises can invest surplus funds in term deposits only with scheduled commercial banks incorporated in India.</p> <p>ii) For Wholly owned subsidiaries of banks Unbound except in the case of branching including the number of branches that can be opened, places of operations and prudential requirements.</p>	
--	--	--	--

<p>(iv) Guarantees and commitments 5(a)(ix)</p> <p>(v) Trading for own account of the following:</p> <p>(a) money market instruments (including cheques, bills, certificates of deposits)</p> <p>(b) foreign exchange</p> <p>(c) transferable securities Ex. 5(a)(x)(A)(B)(E)</p> <p>(vi) Asset Management, confined to Portfolio management, custodial and trust services Ex. 5(a)(xiii)</p> <p>(vii) Clearing services for other banks for cheques, drafts and other instruments Ex. 5(a)(xiv)</p>	<p>(iii) <i>For banks that operate as branches:</i> Fifteen branches over four years for the three Singapore banks named in Article 7.1 (e) would be allowed.</p> <p>(iv) Banks are allowed to install ATMs at branches and at other places identified by them. Installation of ATM at a place other than in licensed branches is treated as a new place of business and requires a licence. Licences issued for ATMs installed by foreign banks will not be included in the ceiling of fifteen licences referred to in item (iii) above.</p> <p>(v) Investments in other financial services companies by branches of foreign banks licensed to do banking business in India individually not to exceed 10 per cent of owned funds or 30 per cent of the invested company's capital whichever is lower.</p> <p>(vi) Licences for new foreign banks may be denied when the maximum share of assets in India both on and off balance sheet of foreign banks to total assets both on and off balance sheet of the banking system exceeds 15 per cent.</p> <p>(vii) Foreign banks are subject to non-discriminatory resource allocation requirements.</p>	<p>(iii) The minimum capital requirement for asset management companies owned or controlled by Singapore juridical persons established in India with more than 74% foreign direct investment is US \$ 30 million.</p>	
--	---	---	--

	<p>(viii) In addition, Singapore banks are permitted to invest in private sector banks through the FDI route subject to the condition that total investment (foreign direct investment and foreign institutional investment) shall not exceed 74% but subject to limitation of ‘one mode presence’ as specified in item (i).</p> <p>In case of Singapore banks already present in India, a time bound plan covering a period not exceeding six months to conform to the ‘one form of presence’ will have to be submitted along with the application of acquisition.</p> <p>(ix) SEBI regulated exchange traded funds managed by asset management companies owned or controlled by Singapore or India juridical persons can invest in equities traded on SGX, without the limitation that the company in which investments are made should have a stake in an Indian company.</p>		
--	--	--	--

	<p>Further, only SEBI regulated funds managed by asset management companies owned or controlled by Singapore or India juridical persons and intermediaries owned or controlled by Singapore or India juridical persons, are permitted to offer mutual funds and collective investment schemes listed on the Singapore Exchange, to investors in India, without the limitation that the company in which investments are made should have a stake in an Indian company.</p> <p>(x) Asset management companies established in India, which are owned or controlled by Singapore or India juridical persons and which supply financial services to investors in India, are permitted to invest US\$ 250 million in equities and instruments listed on the Singapore Exchange, including Exchange Traded Funds, mutual funds and collective investment schemes, over and above the cap of US \$ 1 billion.</p> <p>(xi) Indian Depository Receipts are permitted to be offered in India with Singapore listed shares as underlying assets. Any company listed in a recognised stock exchange of India are permitted to offer Depository Receipt to be listed on the Singapore Exchange.</p> <p><u>For transferable securities</u> [5(a)(x)(E)]  (xii) In addition to the above, through establishment of locally incorporated joint venture company with foreign equity not exceeding 74 per cent. The foreign equity participation will be limited to recognized foreign stock broking companies.</p>	<p><u>For transferable securities</u></p> <p>[5(a)(x)(E)]</p> <p>(iv) Unbound except for entities established in accordance with the limitations specified in the market access column</p>	
--	---	--	--

<p>(vii) Clearing services for other banks for cheques, drafts and other instruments Ex. 5(a)(xiv)</p>	<p><b><u>For Factoring</u></b>  1) Unbound  2) Unbound  3) (i) Allowed for foreign financial services companies (excluding banks) through incorporation, subject to the condition that foreign equity must not exceed 74%.</p> <p>Allowed for banks through incorporation with foreign equity not exceeding 51 per cent</p>	<p>4) Unbound except as indicated in the horizontal section</p> <p><b><u>For Factoring</u></b>  1) Unbound  2) Unbound  3) Unbound except for entities established in accordance with the limitations specified in the market access column.</p>	
--	---	--	--

	<p>4) Unbound except as indicated in the horizontal section</p> <p><i>Venture Capital</i></p> <p>1) Unbound 2) Unbound</p> <p>3)(i) Allowed for foreign financial services companies (excluding banks) through incorporation, subject to the condition that foreign equity must not exceed 74%.</p> <p>Allowed for banks through incorporation with foreign equity not exceeding 51 per cent</p> <p>(ii) Funding has to be entirely out of equity.</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>4) Unbound except as indicated in the horizontal section</p> <p><i>Venture Capital</i></p> <p>1) Unbound 2) Unbound</p> <p>3) Unbound except for entities established in accordance with the limitations specified in the market access column</p> <p>4) Unbound except as indicated in the horizontal section</p>	
--	--	---	--

<p>2. Financial leasing 5(a)(vii)</p>	<p>1) Unbound 2) Unbound 3) Allowed for foreign financial services companies (excluding banks) through incorporation, subject to the condition that foreign equity must not exceed 74%.</p> <p>Allowed for banks through incorporation with foreign equity not exceeding 51 per cent</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) Unbound 2) Unbound 3) Unbound except for entities established in accordance with the limitations specified in the market access column.</p> <p>4) Unbound except as indicated in the horizontal section</p>	
<p>3. Participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues  5(a)(xi)</p>	<p>1) Unbound 2) Unbound 3) (i) Allowed for foreign bank branches licensed to do banking business in India. (ii) Allowed for foreign financial services companies (excluding banks) through incorporation, subject to the condition that foreign equity must not exceed 74%.</p> <p>Allowed for banks through incorporation with foreign equity not exceeding 51 per cent</p>	<p>1) Unbound 2) Unbound 3) Unbound except for entities established in accordance with the limitations specified in the market access column.</p>	



	4) Unbound except as indicated in the horizontal section	4) Unbound except as indicated in the horizontal section	
4. Money broking 5(a)(xii)	1) 2) and 3) Unbound 4) Unbound except as indicated in the horizontal section	1) 2) and 3) Unbound 4) Unbound except as indicated in the horizontal section	
5. Provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services 5(a)(xv)	1) and 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) and 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	
6. Financial consultancy services, i.e. financial advisory services provided by financial advisers, etc. to customers on financial matters, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy Ex. 5(a)(xvi)	1) Unbound 2) Unbound 3)(i) Allowed for Foreign bank branches licensed to do banking business in India. (ii) Allowed for foreign financial services companies (excluding banks) through incorporation, subject to the condition that foreign equity must not exceed 74%. Allowed for banks through incorporation with foreign equity not exceeding 51 per cent 4) Unbound except as indicated in the horizontal section	1) Unbound 2) Unbound 3) Unbound except for entities established in accordance with the limitations specified in the market access column. 4) Unbound except as indicated in the horizontal section	

<b>8. Health Related and Social services</b>			
Hospital Services (CPC 9311)	<p>Mode 1: None for provider to provider services</p> <p>Mode 2: None for provider to provider services</p> <p>Mode 3: None subject to the condition that</p> <p>i) the latest technology for treatment will be brought in.</p> <p>ii) publicly funded services may be available only to Indian citizens or may be supplied at differential prices to persons other than Indian citizens.</p> <p>Mode 4: Unbound</p>	<p>Mode 1: None.</p> <p>Mode 2: None</p> <p>Mode 3: Publicly funded services may be available only to Indian citizens or may be supplied at differential prices to persons other than Indian citizens.</p> <p>Mode 4: Unbound except as indicated in the horizontal section</p>	
<b>9. Tourism and Travel Related Services</b>			
Hotels and Restaurants (incl. Catering) (CPC 641-643)	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as in horizontal commitments and subject to reciprocity.</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None</p> <p>Mode 4: Unbound except as in horizontal commitments</p>	

Travel agencies and tour operators services (CPC 7471)	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments and subject to reciprocity	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	
<b>10. Recreational, Cultural and Sporting services (other than Audio-visual services)</b>			
Library Services <b>CPC 96311)</b>	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	
Archive Services (CPC 96312)	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	
Sporting and other recreational services (CPC 964**) (excluding lottery and gambling services)	Mode 1: None Mode 2: None Mode 3: None, subject to reciprocity Mode 4: Unbound except as in horizontal commitments and subject to reciprocity	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	
<b>11. Transport Services</b>			
Maritime Transport Services			

**Maritime Transport Services:** The commitments in Maritime Transport are made in accordance with the General Agreement on Trade in Services. All commitments are subject to domestic laws, entry requirements, rules and regulations and the terms and conditions of the Directorate General of Shipping, Mumbai, Reserve Bank of India and any other competent authority in India. Supply of Maritime Auxillary Service through commercial presence under mode 3 will be only through registered Indian Company.

<p>International Transport Freight and passengers excluding LNG, cabotage and offshore transport (CPC 7211, 7212) and as further defined in Attachment A</p>	<p>Mode 1: Unbound Mode 2: Unbound Mode 3: a) None, except for stipulation that only registered companies, or cooperative societies under any Central Act or State Act having its principal place of business in India can operate a ship under the Indian Flag.</p> <p>b) Other forms of commercial presence for the supply of International Maritime Transport Services: Unbound *</p> <p>Mode 4: Unbound</p> <p>* “Other forms of Commercial Presence for the supply of International Transport Services” means ability for International Maritime Transport Service suppliers to undertake local activities which are necessary for the supply to their customers of partially or fully integrated transport services, within which maritime transport constitutes a substantial element</p>	<p>Mode 1: Unbound Mode 2: Unbound Mode 3: Freight : Unbound Passenger: None Mode 4: Unbound</p>	
--	--	--	--

Maritime Auxiliary Services			
Maritime Cargo Handling services	<ul style="list-style-type: none"> <li>1) Unbound*</li> <li>2) None</li> <li>3) None, except as indicated in Horizontal commitment/ Head Note to this Schedule</li> <li>4) None</li> </ul>	<ul style="list-style-type: none"> <li>1) Unbound*</li> <li>2) None</li> <li>3) None, except as indicated in Horizontal commitment/ Head Note to this Schedule</li> <li>4) None</li> </ul>	
Maritime Agency Services ( CPC 748**)	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None, except as indicated in the Head Note</p> <p>Mode 4: Unbound except as in horizontal commitments</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None except as indicated in the Head Note</p> <p>Mode 4: Unbound except as in horizontal commitments</p>	
Ship Broking Service (CPC 748**)	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: None, except as indicated in the Head Note and subject to reciprocity</p> <p>Mode 4: Unbound except as in horizontal commitments</p>	<p>Mode 1: Unbound</p> <p>Mode 2: None</p> <p>Mode 3: None, except as indicated in the Head Note</p> <p>Mode 4: Unbound except as in horizontal commitments</p>	
Classification Societies except for statutory services for Indian flagships (CPC n.a.)	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None, except as indicated in the Head Note</p> <p>Mode 4: Unbound except as in horizontal commitments</p>	<p>Mode 1: None</p> <p>Mode 2: None</p> <p>Mode 3: None, except as indicated in the Head Note</p> <p>Mode 4: Unbound except as in horizontal commitments</p>	

Maritime Freight Forwarding Services (CPC 748**, 749**)	Mode 1: None Mode 2: None Mode 3: None, except as indicated in the Head Note Mode 4: Unbound except as in horizontal commitments	Mode 1: None Mode 2: None Mode 3: None, except as indicated in the Head Note Mode 4: Unbound except as in horizontal commitments	
Maintenance and repairs of seagoing vessels (CPC 8868**)	Mode 1: None Mode 2: None Mode 3: None, except as indicated in the Head Note Mode 4: Unbound except as in horizontal commitments	Mode 1: None Mode 2: None Mode 3: None, except as indicated in the Head Note Mode 4: Unbound except as in horizontal commitments	
International freight transport (By Air) (CPC 732)	Mode 1: Unbound Mode 2: Unbound Mode 3: None Mode 4: Unbound	Mode 1: Unbound Mode 2: Unbound Mode 3: None Mode 4: Unbound	
Maintenance and repair of aircraft (CPC 8868**)	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	Mode 1: None Mode 2: None Mode 3: None Mode 4: Unbound except as in horizontal commitments	

Definitions Related to Maritime Transport Services

1. **“International Transport (Freight and Passenger)”**, for the purpose of this schedule, is to mean transportation of international Maritime Freight and Passengers by sea going vessels from the port of loading in one country to the port of discharge in another country.
2. **Cabotage:** This Schedule does not include any commitments on “Cabotage” or “Maritime Transport Services” which are described as transportation of passengers or goods between any port located in India and any other port also located in India and traffic originating and terminating in the same port located in the country and further includes transportation of passengers or goods between a port located in India and installation and structures situated on the continental shelf of India.
3. **Offshore Transport:** for the purposes of the schedule only, “Offshore Transport” refers to shipping services involving the transportation of passengers or goods between a port located in India and any location installation or structure associated with or incidental to the exploration or exploitation of natural resources of the continental shelf of India, the seabed of the Indian coastal seas and the subsoil of the seabed, or situated on the continental shelf of India.
4. **“Other forms of Commercial Presence for the supply of International Transport Services”** means ability for International Maritime Transport Service suppliers to undertake local activities which are necessary for the supply to their customers of a partially or fully integrated transport service, within which maritime transport constitutes a substantial element.

These activities include, but are not limited to:

- a. marketing and sales of maritime transport and related services through direct contact with customers, from quotation to invoicing, these services being those operated or offered by the service supplier itself or by service suppliers with which the service seller has established standing business arrangements;
- b. acquisition on their own about or on behalf of their customers (and the resale to their customers) for any transport and related services, including anchorage, berth and berth services, and onward transport services by any mode, particularly road and rail, inland waterways, necessary for the supply of the integrated services;
- c. the preparation of transport documents, customs documents, or other documents related to the origin and character of goods transported;
- d. the provision of business information, including computerized information systems and electronic data interchange;
- e. setting up of business arrangements with any locally established shipping agency and the appointment of personnel recruited locally (or, in the case of foreign personnel, subject to horizontal commitments on movement of personnel);

- f. organizing any aspect of the call of the vessel or taking control over cargoes;**
- g. the provision of Ships Managers' Services.**

**NOTE: {In order to enforce certain standards and conditions which need to be fulfilled by shipping service suppliers, particularly those providing ship personnel and crew and also those engaged in providing ships management services, and to ensure that the owner, operator, agent or manager has:**

- the capability of implementing international standards as well as IMO stipulations and recommendations;**
- the necessary financial structure so that he is responsible and accountable;**
- the capability of implementing, the safety; and marine pollution controls;**
- fulfilled requirements of quality management and his operations are transparent;**

**a system of registration/ licensing of shipping service supplier is under consideration in India}**

**5. "Ship Managers" means persons entering India as the agents or representatives of a ship's owner or operator for the purposes of assessing requirements, negotiating and authorizing expenditures necessary to the maintenance and operations of a vessel as well as the Handling of Cargo.**

**6. "Maritime Cargo Handling Services" means activities exercised by stevedore companies, including terminal operators, but not including the direct activities of dock workers, when this workforce is organized independently of the stevedoring or terminal operator companies. The activities covered, include the organization and supervision of:**

- the loading/ discharging of cargo to/ from a ship;**
- the lashing/unlashing of cargo;**
- the reception/delivery and safekeeping of cargoes before shipment or after discharge.**

**The organization and supervision includes the arrangements for (1) engaging skilled workers (dockworkers), (2) using all necessary equipment for on board or shore use and appropriate storage space, whether by ownership, rental or otherwise, (3) the checking of parcels and markings, the weighing and measuring of cargo, and (4) the administrative duties and responsibilities related to the services.**

**7. "Maritime Freight Forwarding Services" means the activity of organizing and monitoring shipments on behalf of shippers through providing such services as the arrangement of actual transport and related services, consolidation, aggregation, packing of cargo, preparation of documentation and provision of business information.**



**8. “Maritime Agency Services” means activities in representing, within a given geographic area, the business interests of one or more shipping lines or shipping companies for the following purposes:**

- marketing and sales of maritime transport and related activities from quotation to invoicing (cargo booking and canvassing)**
- issuance of bills of lading on behalf of the companies;**
- acquisition and resale of other necessary related services (settlement of disbursements and claims) preparation of documentation, and provision of business information;**
- acting on behalf of the companies in organizing the call of the ship or taking control of cargoes;**
- to make arrangement in order to get all necessary port services required by the foreign vessel during its stay in Indian Ports;**
- to appoint a stevedoring company for cargo loading and unloading on behalf of its principal;**
- to collect freight on behalf of the principal.**

**9. “Custom Clearance Services” (alternatively Customs House Agents/Brokers) means activities consisting of carrying out on behalf of another party customs formalities concerning import export or through transport of cargoes irrespective of whether this is the main or secondary activity of the services provider.**

**10. “Government Cargo” means cargo originating from other countries (import cargoes including crude oil), petroleum by products, coal, natural gas, raw materials for fertilizers, food-grains etc.) purchased by Indian Government Agencies/ Departments or based on loan/ credit agreements with other countries, as well as exports by Indian Government Agencies/ Departments including Government aid.**

**11. “Container Station and Depot Services” means activities consisting of storing containers, whether in port areas or inland, with a view to their stuffing/ stripping, repairs and making them available for shipments.**

**12. “Maintenance and Repairs of Vessels” means services such as repairs and management of vessels, mending, fixing or overhauling of a vessel, management of crew and marine insurance, provided on behalf of a maritime passenger or cargo transport business, or vessel leasing business.**

**13. “International rental of vessels with crew or on bare-boat charter basis” means rental and/ or leasing services of all types of sea-going vessels with crew or on bare-boat basis (whereafter the ship will be manned by Indian nationals only during the period of rental/ lease) for the purposes of international trade (like tankers, dry bulk cargo vessels, cargo and freight vessels etc).**





## ANNEX 7B

### SINGAPORE'S SCHEDULE OF SPECIFIC COMMITMENTS

#### EXPLANATORY NOTES

- 1. The classification of service sectors in this schedule is based on the 1991 provisional Central Product Classification (CPC) of the United Nations Statistical Office unless otherwise indicated by the absence of a CPC number. The ordering reflects the services sectoral classification list as used in the GATT document MTN.GNS/W/120 dated 10 July 1991. The scheduling of specific commitments follows the guidelines stated in GATT documents MTN.GNS/W/164 dated 3 September 1993 and MTN.GNS/W/164/Add.1 dated 30 November 1993.**
- 2. The use of “ \*\* ” against individual CPC codes indicates that the specific commitment for that code shall not extend to the total range of services covered under that code. The entry “Unbound\*” means unbound due to lack of technical feasibility.**
- 3. Cabotage services in the maritime transport sector are not listed in this Schedule, as Chapter 7 does not apply to those services.**

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>HORIZONTAL COMMITMENTS</b>			
ALL SECTORS INCLUDED IN THIS SCHEDULE			
		1), 2), 3), 4):  Unbound for all subsidies and grants and any conditions attached to the receipt or continued receipt of such subsidies or grants.	
		3) Commercial presence, right of establishment and movement of juridical persons are subject to compliance with the following provisions: - a foreigner who wishes to register a business firm must have a local manager who should be a Singapore citizen or a Singapore permanent resident or a Singapore Employment Pass holder. (However, a foreigner who is a Singapore permanent resident or a Singapore Employment Pass holder can register a business without	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
		appointing a local manager.) - at least 1 director of the company must be locally resident - all branches of foreign companies registered in Singapore must have at least 2 locally resident agents. (To qualify as locally resident, a person should be either a Singapore citizen or Singapore permanent resident or Singapore Employment Pass holder.)	
	4) Presence of natural persons unbound, except as specified in the Chapter 9 on Movement of Natural Persons.	4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>SECTOR SPECIFIC COMMITMENTS</b>			
<b>1. BUSINESS SERVICES</b>			
<b>A. Professional Services</b>			
<b>Legal consultancy services for Indian law</b> (861**)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>Accounting, auditing and bookkeeping services, except for financial auditing services</b> (862 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Financial auditing services</b> (86211)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) and 3) None, except that public accountants must be effectively resident in Singapore or at least one of the partners of the firm must be effectively resident in Singapore 2) None 4) Unbound	
<b>Taxation services except for other tax-related services</b> (863 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Other tax-related services</b> (86309)	1) and 3) None, other than public accountants must be effectively resident in Singapore or at least one of the partners of the firm must be effectively resident in Singapore. Only public accountants registered with the Public Accountants Board can practise as tax consultants for local tax laws.	1) None 2) None 3) None 4) Unbound	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
	2) None  4) Unbound except as indicated in the horizontal section		
<b>Architectural services</b> (8671)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Engineering services and integrated engineering services</b> (8672 & 8673)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None except that the implementation in Singapore (for example submission to the authorities and construction) has to be carried out by a professional engineer physically present in Singapore 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Urban planning services</b> (86741)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>Landscape architectural services</b> (86742 )	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Medical services</b> (93121 & 93122)	1) Unbound 2) None 3) None, other than the number of new foreign doctors registered each year may be limited depending on the total supply of doctors	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	4) Unbound except as indicated in the horizontal section		
<b>Dental services</b> (93123)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Veterinary services</b> (932)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Services provided by midwives, nurses, physiotherapists and para-medical personnel</b> (93191 **)	1) Unbound 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Other professional services</b>	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
B. Computer and Related Services			
<b>Consultancy Services related to the implementation of computer hardware</b> (841) <b>Software implementation services</b> (842) <b>Data processing services</b> (843)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Database services</b> (844)  <b>Other computer services</b> (845, 849)			
C. Research and Development Services			
<b>Research and development services on natural sciences</b> (851)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Research and development services on social sciences and humanities, except</b>	1) None 2) None 3) None	1) None 2) None 3) None	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>legal research</b> (852**)	4) Unbound except as indicated in the horizontal section	4) Unbound	
<b>Interdisciplinary research and development services</b> (853 )	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
D. Real Estate Services			
<b>Real estate services, including real estate appraisal services of all types of properties (i.e., land and buildings), other than State properties</b> (821** & 822**)	1) None 2) None 3) None except that unbound for the foreign ownership and development of private landed residential property and residential property in a building of less than 6 levels	1) None 2) None 3) None except that unbound for the purchase of land for the development of residential housing 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
	4) Unbound except as indicated in the horizontal section		
<b>E. Rental/Leasing Services without Operators</b>			
<b>Leasing or rental services without operators relating to ships (83103)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Leasing or rental services without operators relating to aircraft (83104)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Leasing or rental services concerning private cars, goods transport vehicles, and other land transport equipment without operators</b> (83101, 83102, 83105)	1) None except that the rental of such vehicles by Singapore residents with the intent to use the vehicles in Singapore is prohibited 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None except that the rental of such vehicles by Singapore residents with the intent to use the vehicles in Singapore is prohibited 2) None 3) None 4) Unbound	
<b>Leasing or rental services relating to other machinery and equipment</b> (83106-83109)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Leasing or rental services concerning personal and household goods</b> (832)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>F. Other Business Services</b>			
<b>Advertising services (871)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Market research and public opinion polling services (864)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Management consulting services, including office management and administrative services (865)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Services related to management consulting</b> (866)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Technical testing and analysis services, excluding testing and analysis services of automobiles</b> (8676 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Testing and analysis services of automobiles</b> (86763**)	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Services incidental to agriculture, hunting, forestry and fishing, excluding:</b> <b>a) services of farm labour contractors;</b> <b>b) firefighting;</b> <b>c) forest services including forest damage services; and</b> <b>d) logging related services but including consultancy services for forest service including forest service, and logging related services</b> ( 881**, 882 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Services incidental to mining</b> (883, 5115)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Services incidental to manufacturing</b> (884 & 885, except 88442)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Transport distribution, retail and services incidental to the distribution of piped gas</b>	1) Unbound* 2) None 3) Unbound except for trading and retailing of natural gas 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) Unbound 4) Unbound	
<b>Retail of electricity</b>	1) Unbound* 2) None 3) Unbound except for supply of electricity above five MW 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) Unbound 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Placement and supply services of personnel</b> (872)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Security consultation services</b> (87302)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Alarm monitoring services</b> (87303)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply:	1) Cross-border supply 3) Commercial presence	2) Consumption abroad 4) Presence of natural persons	
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Unarmed guard services</b> (87305 **)	<p><u>Horizontal limitations on market access and national treatment</u></p> <p>All commitments in this sector are subject to the Private Investigation and Security Agencies Act (PISA). The Act stipulates that:</p> <ul style="list-style-type: none"> <li>• Foreigners are permitted to set up agencies to provide unarmed guards for hire but must register a company with local participation. In other words, at least one of the directors must be a Singaporean or Singaporean permanent resident.</li> <li>• The foreign directors must produce a certificate of no criminal conviction from their country of origin or a statutory declaration before a local commissioner of oaths.</li> <li>• Foreigners are not allowed to work as guards, but can be involved in the administration of the company.</li> </ul> <p>1) Unbound*</p> <p>2) None</p>	<p>1) Unbound*</p> <p>2) None</p> <p>3) None</p>	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	3) None 4) Unbound except as indicated in the horizontal section	4) Unbound	
<b>Geological, geophysical and other scientific prospecting services</b> (86751)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>Surveying services except hydrographic related surface surveying and map making services</b> (86752**, 86753**, 86754**)	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None except: <u>Limited Corporations</u> Surveying work in Singapore where certification is required and not for the service supplier's exclusive use will be under the control and management of a director of the corporation who (a) is a registered surveyor ordinarily resident in	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
		<p>Singapore; (b) has a valid practising certificate; and (c) is a registered owner of at least one share of the corporation.</p> <p><u>Unlimited Corporations</u> The business of the corporation, so far as it relates to the survey work where certification is required and not for the service supplier's exclusive use, will be under the control and management of a director of the corporation who (a) is a registered surveyor ordinarily resident in Singapore; (b) has in force a practising certificate authorising him or her to engage in the practice of surveying; and (c) is a member, or a registered owner of at least one share of the corporation.</p> <p><u>Partnership</u> The business or the partnership so far as it relates to survey work where certification is required and not for the service supplier's exclusive use will be under the control and management of a partner who (a) is a registered surveyor; (b) is ordinarily resident in Singapore; and (c) has a valid practising certificate.</p>	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
		4) Unbound	
<b>Maintenance and repair of equipment (not including maritime vessels, aircraft or other transport equipment)</b> (633, 8861-8866 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Building cleaning services</b> (874)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Photographic services</b> (875)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Packaging services</b> (876)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Convention and exhibition management services, and secretarial services</b> (87909**)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Telephone answering services</b> (87903)  This excludes services licensed and regulated under the Singapore Broadcasting Authority Act	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Duplicating services</b> (87904)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Translation and interpretation services</b> (87905)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Mailing list compilation and mailing services</b> (87906)	<u>Horizontal limitation on market access and national treatment</u> All commitments in this sector are subject to the limitations in the postal services sector (7511) 1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Speciality design services</b> (87907)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>2. COMMUNICATION SERVICES</b>			
<b>B. Courier Services</b>			
<b>Courier services in respect of documents and parcels, excluding letters and postcards</b> (7512**)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply:	1) Cross-border supply 3) Commercial presence	2) Consumption abroad 4) Presence of natural persons	
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>C. Telecommunication Services*</b>	<u>General Conditions statement</u> Commitments undertaken in this schedule are subject to the following conditions: 1. Each service listed in subsectors 1 and 2 must be licensed through a public tender process. 2. The number of licenses may be limited due to scarce resources, such as rights of way.		
<b>1. Basic Telecommunication Services (facilities-based)</b>  <b>a. Public Switched Services<sup>1</sup> (local and international)</b> <b>b. Leased Circuit Services (local and international)</b>  <b>* Excludes services licensed and regulated under the Broadcasting Act (Cap. 28)</b>	1) Subject to commercial arrangements with licensed operator(s).  2) None  3) A cumulative total of 73.99% foreign shareholding, based on 49% direct investment and 24.99% indirect investment is allowed.  4) Unbound except as indicated in the horizontal section	1) None  2) None  3) None  4) Unbound	

<sup>1</sup> This includes voice, data and facsimile services.

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>2. Mobile Services:</b> <b>a. Public Mobile Data Service (PMDS)</b> <b>b. Public Trunked Radio Service (PTRS)</b> <b>c. Public Radio Paging Service (PRPS)</b> <b>d. Public Cellular Mobile Telephone Service (PCMTS)</b>	1) Subject to commercial arrangements with licensed operator(s). 2) None 3) A cumulative total of 73.99% foreign shareholding, based on 49% direct investment and 24.99% indirect investment is allowed. 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>3. Resale basis:</b> <b>a. Public Switched Services (local and international) (not including the use of leased circuits connected to the public switched network)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>b. Leased Circuit Services (local and international) (without connection to the public switched network)</b> <b>c. Public Cellular Mobile Telephone Services</b> <b>d. Public Radio Paging Services</b>			
<b>4. Value-added Network (VAN) Services</b>  <b>The services covered are:</b> - <b>electronic-mail</b> - <b>voice-mail</b> - <b>on-line information and data-base retrieval</b>	1) & 3) Provision of VAN services is subject to licence from the InfoComm Development Authority of Singapore (IDA).  The basic requirements for VAN licence are: - Foreign companies are required to either set up a local branch of their company duly registered with the Registry of Companies and Businesses in Singapore, or grant a	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<ul style="list-style-type: none"> <li>- <b>electronic data interchange</b></li> <li>- <b>on-line information and/or data processing</b></li> </ul>	<p>power of attorney to a local agent for the provision of their VAN services in Singapore.</p> <ul style="list-style-type: none"> <li>- VAN does not carry traffic which resembles any of the basic telecommunication services</li> </ul> <p>2) None</p> <p>4) Unbound except as indicated in the horizontal section</p>		
D. Audiovisual Services			
<b>Motion picture and video tape production and distribution services</b> (9611)	<ul style="list-style-type: none"> <li>1) None</li> <li>2) None</li> <li>3) None</li> <li>4) Unbound except as indicated in the horizontal section</li> </ul>	<ul style="list-style-type: none"> <li>1) None</li> <li>2) None</li> <li>3) None</li> <li>4) Unbound</li> </ul>	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Motion picture projection service</b> (9612)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Production, distribution and public display of sound recordings</b> (This does not include all broadcasting and AV services and materials that are broadcasting-related, examples being - Free-to-air broadcasting - Cable and pay television - Direct broadcasting by satellite - Teletext)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>3. CONSTRUCTION AND RELATED ENGINEERING SERVICES</b>			
<b>Pre-erection work at construction sites (511)</b>  <b>Construction work for buildings (512)</b>  <b>Construction work for civil engineering (513)</b>  <b>Assembly and erection of prefabricated constructions (514)</b>  <b>Special trade construction work (515)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Installation work (516)</b>  <b>Building completion and finishing work (517)</b>  <b>Renting services related to equipment for construction or demolition of buildings or civil engineering works, with operator (518)</b>			
<b>4.DISTRIBUTION SERVICES</b>			
A. Commission Agents' Services			
<b>Commission agents' services, except sales on a fee or contract basis of pharmaceutical and</b>	<u>Horizontal limitation on market access and national treatment</u> Unless otherwise specified, distribution services of any product subject to import prohibition or non-automatic		

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>medical goods and cosmetics</b> (621**, except 62117)	import licensing shall be excluded from the scope of these commitments.  1) None  2) None  3) None  4) Unbound except as indicated in the horizontal section	1) None  2) None  3) None  4) Unbound	
<b>Sales on a fee or contract basis of pharmaceutical and medical goods and cosmetics not intended for the Singapore market</b> (62117**)	<u>Horizontal limitation on market access and national treatment</u> Unless otherwise specified, distribution services of any product subject to import prohibition or non-automatic import licensing shall be excluded from the scope of these commitments.  1) None  2) None  3) None  4) Unbound except as indicated in the horizontal section	1) None  2) None  3) None  4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<i>Sales on a fee or contract basis of pharmaceutical goods and medical goods and cosmetics intended for the Singapore market (62117**)</i>	1) Unbound 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) None 4) Unbound	
B. Wholesale Trade Services			
<b>Wholesale trade services except for pharmaceutical goods and medical goods and surgical and orthopaedic instruments (622 **)</b>	<u>Horizontal limitation on market access and national treatment</u> Unless otherwise specified, distribution services of any product subject to import prohibition or non-automatic import licensing shall be excluded from the scope of these commitments.  1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Wholesale trade of pharmaceutical goods and medical goods and surgical and orthopaedic instruments</b> (62251 & 62252)	1) Unbound 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) None 4) Unbound	
C. Retailing Services			
<b>Retailing services except for:</b> <b>a) food, beverages and tobacco</b> <b>b) pharmaceutical goods and medical goods</b> <b>c) sale of motor vehicles</b> (632 **)	<u>Horizontal limitation on market access and national treatment</u> Unless otherwise specified, distribution services of any product subject to import prohibition or non-automatic import licensing shall be excluded from the scope of these commitments.  1) Unbound 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Retail sales of food, beverages and tobacco</b> (6310)	<u>Horizontal limitation on market access and national treatment</u> Unless otherwise specified, distribution services of any product subject to import prohibition or non-automatic import licensing shall be excluded from the scope of these commitments.  1) Unbound  2) None  3) Unbound  4) Unbound except as indicated in the horizontal section	1) Unbound  2) None  3) Unbound  4) Unbound	
<b>Retail sales of pharmaceutical, medical and orthopaedic goods</b> (63211)	1) Unbound  2) None  3) None  4) Unbound except as indicated in the horizontal section	1) Unbound  2) None  3) None  4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Sales of motor vehicles</b>  <b>Only:</b> <b>Wholesale trade services of motor vehicles</b> (61111)  <b>Retail sales of motor vehicles</b> (61112)  <b>Sales of parts and accessories of motor vehicles</b> (61130)  <b>Sales of motorcycles and snowmobiles and related parts and accessories</b> (61210)	1) None  2) None  3) None  4) Unbound except as indicated in the horizontal section	1) None  2) None  3) None  4) Unbound	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
D. Franchising			
<b>Franchising services</b> (8929 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>5. EDUCATION SERVICES</b>	<u>Education services</u> Specific commitments on market access and national treatment through any mode of supply shall not be construed to apply to the recognition of university degrees for the purposes of admission, registration and qualification for professional practice in Singapore.		
<b>Secondary and post-secondary technical and vocational education services</b> (92230, 92240, 92310)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Other higher education services</b> (92390)	1) None 2) None 3) None except that the number of persons who can pursue medical degrees will be limited depending on the total supply of doctors. 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Adult education services</b> (92400)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Short term training including English language courses</b> (92900 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>6. ENVIRONMENTAL SERVICES</b>			
<b>Environmental services except:</b> <b>a) sewage services (94010)</b> <b>b) new environmental services (94**)</b>	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	
<b>Sewage Services (94010)</b>	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>7. FINANCIAL SERVICES</b>			
A. <u>Insurance and insurance-related services</u>			
<p>All the commitments in this Schedule are also subject to entry requirements, domestic laws, guidelines, rules and regulations, terms and conditions of the Monetary Authority of Singapore (MAS) or any other relevant authority or body in Singapore, as the case may be, which are consistent with Article 7.10 (Domestic Regulation) and paragraph 2 (Domestic Regulation) of the Annex on Financial Services. For the avoidance of doubt, any juridical person of India intending to supply financial services through commercial presence in Singapore in accordance with the commitments in this Schedule, shall be subject to the relevant admission criteria for the supply of the particular financial service.</p>			
(a) Life insurance services including annuity, disability income, accident and health insurance services	(1) Unbound (2) None (3) These measures are also limitations on national treatment.  None except a) insurance companies must establish as branches or subsidiaries; and b) activities relating to the use, including via investment, of monies from any social security, public retirement or statutory savings scheme.  (4) Unbound except as indicated in the horizontal section.	(1) Unbound (2) None (3) None (4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
(b) Non-life insurance services including disability income, accident and health insurance and contracts of fidelity bonds, performance bonds or similar contracts of guarantee	(1) Unbound  (2) None except that compulsory insurance of Motor Third Party Liability and Workmen's Compensation may only be purchased from licensed insurance companies in Singapore.  (3) None except insurance companies must establish as branches or subsidiaries.  (4) Unbound except as indicated in the horizontal section.	(1) Unbound  (2) None  (3) None  (4) Unbound	
(c) Reinsurance and retrocession	(1) None  (2) None  (3) None except reinsurance companies must establish as branches or subsidiaries.  (4) Unbound except as indicated in the horizontal section.	(1) None  (2) None  (3) None  (4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
(d) Insurance intermediation comprising broking and agency services	<p>(1) Unbound</p> <p>(2) These measures are also limitations on national treatment.</p> <p>Agents are not allowed to act for unlicensed insurers. The placement of domestic risks outside Singapore by brokers is subject to the approval of MAS, with the exception of reinsurance risks and insurance risks relating to maritime liabilities of shipowners insured by protection &amp; indemnity clubs, or marine, aviation and transit business insured with an approved MAT insurer.</p> <p>(3) These measures are also limitations on national treatment. None except that direct insurance<sup>2</sup> and reinsurance brokers must be established as Singapore incorporated subsidiaries.</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(1) Unbound</p> <p>(2) None</p> <p>(3) Unbound</p> <p>(4) Unbound</p>	

<sup>2</sup> Direct insurance broker means an insurance broker which is licensed under the Insurance Act in respect of insurance policies relating to general business and long term accident and health policies, other than insurance policies relating to reinsurance business.

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
(e) Services auxiliary to insurance comprising actuarial, loss adjustors, average adjustors and consultancy services	(1) None (2) None (3) None (4) Unbound except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound	
<p><b>B. <u>Banking and other financial services</u></b></p> <p>All the commitments in this Schedule are also subject to entry requirements, domestic laws, guidelines, rules and regulations, terms and conditions of MAS or any other relevant authority or body in Singapore, as the case may be, which are consistent with Article 7.10 (Domestic Regulation) and paragraph 2 (Domestic Regulation) of the Annex on Financial Services. For the avoidance of doubt, any juridical person of India intending to supply financial services through commercial presence in Singapore in accordance with the commitments in this Schedule, shall be subject to the relevant admission criteria for the supply of the particular financial service.</p>			
(a) Acceptance of deposits and other repayable funds from the public	(1) Unbound (2) None (3) These measures are also limitations on national treatment. Only institutions licensed or approved as banks, merchant banks and finance companies can accept deposits.	(1) Unbound (2) None (3) <u>Commercial banks</u>  A bank incorporated in Singapore is required to establish a nominating committee to identify and review nominations for appointments to the board of directors and to senior	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>Where a foreign financial institution is subject to legislation in its home country which requires that institution to confer lower priority to depositors of its foreign offices vis-à-vis the home country depositors in receivership or winding-up proceedings, MAS may exercise appropriate differentiated measures against that foreign financial institution in Singapore to safeguard the interest of the Singapore office's depositors</p> <p>Foreign banks can operate from only one office (excluding back-office operations). They cannot establish off-premise ATMs and ATM networking and new sub-branches.</p> <p>Location of banks and relocation of banks and sub-branches require prior approval from MAS. MAS may require foreign banks to incorporate under Singapore law.</p> <p>Establishment and operation of foreign banks, merchant banks and finance companies are also subject to</p>	<p>executive positions. A majority of the directors of a bank incorporated in Singapore must be either Singapore citizens or Singapore permanent residents.</p> <p>Unbound for provision of all electronic banking services.</p>	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>the limitations listed under activities B(a) to B(l) and the following limitations:</p> <p><u>Commercial banks</u></p> <p>New foreign banks may establish as offshore bank branches or representative offices. Representative offices cannot conduct business or act as agents.</p> <p>No new full bank licences will be granted to foreign banks.</p> <p>Up to a maximum of 3 bank licences with Qualifying Full Bank (QFB) privileges may be granted to Indian Banks with or without operations in Singapore after the date of entry into force of this Agreement and such Indian Banks may be admitted directly* as QFBs.</p> <p>*Such admissions are subject to the requirements set out in the Head notes to this Schedule.</p> <p>Any Indian Bank with QFB privileges is allowed to:</p> <p>(a) establish up to 25 customer service locations;</p> <p>(b) establish an ATM network among QFBs;</p>		

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>(c) provide debit services through an Electronic Funds Transfer at Point of Sale (EFTPOS) network;</p> <p>(d) provide Supplementary Retirement Scheme (SRS) accounts and CPFIS accounts, and</p> <p>(e) accept fixed deposits under the Central Provident Fund Investment Scheme and Minimum Sum Scheme.</p> <p>Only a maximum of 20 new Wholesale Bank licences will be granted by the Monetary Authority of Singapore between 30 June 2001 and 30 June 2003.</p> <p>Quantitative limits on the number of Wholesale Bank (WB) licences will be removed for Indian Banks with or without operations in Singapore after the date of entry into force of this Agreement and such Banks may be admitted directly* as WBs.</p> <p>*Such admissions are subject to the requirements set out in the Head notes to this Schedule.</p> <p>WBs are not permitted to :</p> <p>(a) accept Singapore dollar fixed deposits of less than S\$250,000;</p> <p>(b) offer savings accounts;</p>		

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>(c) operate interest-bearing Singapore dollar current accounts for natural persons who are Singapore residents;</p> <p>(d) issue Singapore dollar bonds and negotiable certificates of deposit, unless requirements pertaining to minimum maturity period, minimum denomination or class of investors contained in the Guidelines for Operation of Wholesale Banks issued by the Monetary Authority of Singapore and/or its successor body are complied with.</p> <p>Offshore banks can accept foreign currency fixed deposits from residents and non-residents. For Singapore dollar deposits, they can only accept fixed deposits of S\$250,000 or more per deposit from non-residents. Offshore banks can grant credit facilities not exceeding an aggregate amount of S\$500million to non-bank residents.</p>		

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>Banks, with MAS' approval, can operate foreign currency savings accounts only for non-residents.</p> <p>No foreign person shall acting alone or in concert with other persons, assume control of any Singapore incorporated bank or a company belonging to a class of financial institutions approved as financial holding companies under section 28 of the Monetary Authority of Singapore Act (referred to as “financial holding company”).</p> <p>Approval from the Minister is required before a person (together with associated persons) is allowed to acquire indirect control over and shareholdings or voting control of or exceeding 5%, 12% and 20% in a Singapore incorporated bank or a financial holding company, and before a Singapore incorporated bank or a financial holding company is allowed to be merged or taken over by any other body.</p>		

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>In approving applications to exceed threshold limits, the Minister may impose conditions it considers necessary to prevent undue control, protect public interests, and ensure the integrity of the financial system.</p> <p><u>Merchant banks</u></p> <p>Foreign banks and merchant banks may establish as merchant bank subsidiaries or merchant bank branches.</p> <p>Merchant banks can operate from only one office (excluding back-office operations).</p> <p>Location and relocation of merchant bank require MAS prior approval.</p> <p>Merchant banks can, with MAS' authorization, raise foreign currency funds from residents and non-residents, operate foreign currency savings accounts for non-residents and raise</p>		

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	Singapore dollar funds from their shareholders and companies controlled by their shareholders, banks, other merchant banks and finance companies.		
	<p><u>Finance companies</u></p> <p>No new finance companies.</p> <p>A finance company must be set up as a Singapore incorporated company.</p> <p>Location and relocation of finance companies and sub-branches require MAS' prior approval.</p> <p>Finance companies are not permitted to establish off-premise ATMs, ATM networking, participate in any local ATM network or allow their accounts to be debited through an Electronic Funds Transfer at Point of Sale (EFTPOS) network.</p> <p>No foreign person shall acting</p>		

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>alone or in concert with other persons, assume control of any finance company. Approval from the MAS is required before a person (together with associated persons) is allowed to acquire shareholdings or voting control in a finance company of or exceeding 5% and 20%, and before he obtains effective control of the finance company.</p> <p>In approving applications to exceed the threshold limits, MAS may impose conditions it considers necessary to prevent undue control, protect public interests, and ensure the integrity of the financial system.</p> <p>Dealing in foreign currencies, gold or other precious metals, and acquiring foreign currency stocks, shares debt securities or convertible securities is subject to MAS' approval under the Finance Companies Act (Cap .108)</p> <p>For the purposes of B(a), a "foreign person" is defined as a person that is:</p>		

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	(a) in the case of a natural person, not a citizen of Singapore; and (b) in the case of a corporation, not controlled by citizens of Singapore.		
	(4) Unbound except as indicated in the horizontal section.	(4) Unbound.	
(b) Lending of all types including consumer credit, mortgage credit, factoring and financing of commercial transaction	<p>(1) Unbound. Measures taken are also limitations on national treatment.</p> <p>(2) None</p> <p>(3) These measures are also limitations on national treatment.</p> <p>Credit and charge cards may be issued by card issuers approved by MAS subject to MAS' guidelines.</p> <p>Financial institutions extending Singapore dollar (S\$) credit facilities exceeding S\$5 million per entity to non-resident financial entities or arranging S\$ equity or bond issues for non-residents, must ensure that where</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) As indicated in the market access column.</p>	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>the S\$ proceeds are to be used outside Singapore, they are swapped or converted into foreign currency upon draw-down or before remittance abroad.</p> <p>Financial institutions should not extend S\$ credit facilities to non-resident financial entities if there is reason to believe that the S\$ proceeds may be used for S\$ currency speculation.</p> <p>Each offshore bank's lending in Singapore dollars to residents shall not exceed S\$500m in aggregate.</p> <p>Offshore banks should not use their related merchant banks to circumvent the S\$500m lending limit.</p> <p>Unbound for establishment of off-premise cash dispensing machines for credit and charge cards.</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(4) Unbound</p>	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
(c) Financial leasing	<p>(1) None</p> <p>(2) None</p> <p>(3) None except as indicated for activity B(b) above.</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) None except as indicated for activity B(b) above.</p> <p>(4) Unbound</p>	
(d) Payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers' drafts	<p>(1) Unbound</p> <p>(2) None</p> <p>(3) These measures are also limitations on national treatment. Remittance shops, except where the remittance business is conducted by banks and merchant banks, are required to be majority owned by Singapore citizens. Bankers' drafts can only be issued by banks.</p> <p>Multi-purpose stored value cards can be issued only by a bank in Singapore licensed by MAS.</p>	<p>(1) Unbound</p> <p>(2) None</p> <p>(3) None</p>	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>The limitations indicated in B(b)(3) above also apply to the activities listed in B(d).</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	(4) Unbound.	
(e) Guarantees and commitments	<p>(1) None except for the limitations indicated in activity A(b) for insurance companies providing contracts of fidelity bonds, performance bonds or similar contracts of guarantee.</p> <p>(2) None</p> <p>(3) None except for the limitations indicated in B(b)(3)(ii) above.</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) None</p> <p>(4) Unbound</p>	

Modes of supply:	1) Cross-border supply 3) Commercial presence	2) Consumption abroad 4) Presence of natural persons	
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
(f) Trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following: <ul style="list-style-type: none"> <li>- money market instruments (including cheques, bills, certificates of deposit)</li> <li>- foreign exchange</li> <li>- derivative products, including financial futures and options</li> <li>- exchange rate and interest rate instruments, including swaps and forward rate agreements</li> </ul>	<p>(1) Unbound except for trading in products listed in B(f) for own account. Trading in money market instruments, foreign exchange, as well as exchange rate and interest rate instruments can be conducted with financial institutions only. Measures taken are also limitations on national treatment.</p> <p>(2) None</p> <p>(3) These measures are also limitations on national treatment. Banks and merchant banks are required to set up separate subsidiaries incorporated in Singapore to trade financial futures for customers.</p> <p>Financial futures brokers can establish as branches or subsidiaries.</p> <p>Moneychangers, except where the moneychanging business is conducted by banks and merchant banks, are required to be majority owned by Singapore citizens.</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) None except as indicated for activity B(b) above.</p> <p>(4) Unbound.</p>	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
(g) Participation in issues of all kinds of securities, including underwriting and placement as agent and provision of service related to such issues	<p>(1) Unbound except for participation in issues of securities for own account, and underwriting and placement of securities through stockbroking companies, banks or merchant banks in Singapore. Measures taken are also limitations on national treatment.</p> <p>(2) None</p> <p>(3) Measures taken are also limitations on national treatment.</p> <p>None except that banks' and merchant banks' membership on any securities exchange or futures exchange established in Singapore must be held through subsidiaries incorporated in Singapore.</p> <p>Representative offices cannot conduct business or act as agents. Only banks licensed in Singapore can apply to become primary and registered dealers of Singapore Government Securities.</p>	<p>(1) None</p> <p>(2) None</p> <p>(3) None except as indicated for activity B(b) above.</p> <p>(4) Unbound.</p>	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	Unbound for new primary and registered dealers of Singapore Government Securities.  (4) Unbound except as indicated in the horizontal section.		
(h) Money broking	(1) Unbound  (2) None  (3) Unbound for new money brokers. Measures taken are also limitations on national treatment.  (4) Unbound except as indicated in the horizontal section.	(1) Unbound  (2) None  (3) None  (4) Unbound	
(i) Asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository	(1) Unbound  (2) None  (3) These measures are also limitations on national treatment.  None except	(1) Unbound  (2) None  (3) None	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
and trust services	<p>(a) asset management companies, trust services companies and custodial depositories can establish as branches, subsidiaries or joint-ventures;</p> <p>(b) only the Central Depository Pte Ltd is authorised to provide securities custodial depository services under the scripless trading system; and</p> <p>(c) activities relating to the use including via investment of monies from any social security, public retirement or statutory savings scheme.</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(4) Unbound</p>	
(j) Settlement and clearing services for financial assets, including securities, derivative products and other negotiable instruments	<p>(1) Unbound, except for the provision of settlement and clearing services for financial assets which are listed on overseas exchanges only.</p> <p>(2) None</p> <p>(3) These measures are also limitations on national treatment.</p>	<p>(1) Unbound</p> <p>(2) None</p> <p>(3) Unbound</p>	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>Settlement and clearing services for exchange traded securities and financial futures and inter-bank transfers can only be provided by Central Depository (Pte) Limited, Singapore Exchange Derivatives Clearing Ltd, and Banking Computer Services Pte Ltd respectively.</p> <p>Only the clearing house established under the Banking Act may provide clearing services for Singapore dollar cheques and services for interbank fund transfers.</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(4) Unbound</p>	



Modes of supply:	1) Cross-border supply 3) Commercial presence	2) Consumption abroad 4) Presence of natural persons	
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
(k) Advisory and other auxiliary financial services, including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy	(1) Commercial presence is required for provision of investment and portfolio research and advice to the public.  (2) None  (3) Financial advisers can establish as branches, subsidiaries, joint-ventures or representative offices. Representative offices cannot conduct business or act as agents.  (4) Unbound except as indicated in the horizontal section.	(1) None  (2) None  (3) None  (4) Unbound	
(l) Provision and transfer of financial information, and financial data processing and related software by providers of other financial services	(1) Unbound except for the provision of financial information by providers such as Reuters and Bloomberg. Measures taken are also limitations on national treatment.  The Singapore branches of foreign banks can transmit data to their head offices and sister branches for processing provided proper controls exist, the integrity and confidentiality of the data/information are safeguarded, and MAS is allowed	(1) None for the provision of financial information by providers such as Reuters and Bloomberg.	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
	<p>on-site access to the data or information at the place where the data or information is processed.</p> <p>(2) Unbound except that the provision of financial information by providers such as Reuters and Bloomberg is allowed. Measures taken are also limitations on national treatment.</p> <p>(3) The provision of financial information by providers, such as Reuters and Bloomberg, is allowed. The provision of financial data processing services to banks and merchant banks is subject to domestic laws on protection of confidentiality of information of customers of banks and merchant banks.</p> <p>(4) Unbound except as indicated in the horizontal section.</p>	<p>(2) None</p> <p>(3) None</p> <p>(4) Unbound</p>	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>8. HEALTH RELATED AND SOCIAL SERVICES</b>			
<b>A. Hospital Services</b>			
<b>Hospital services</b> (93110)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>B. Other Human Health Services</b>			
<b>Other human health services-ambulance services</b> (93192)	1) Unbound * 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) Unbound 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Acute care hospitals, nursing homes and convalescent hospitals as defined by the Private Hospitals and Medical Clinics Act (Cap. 248), run on a commercial basis (93193 **)</b>	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	
C. Social Services (933)	<u>Horizontal limitation on market access and national treatment</u> Statutory supervision services as listed in the Attachment are excluded from the scope of these commitments		
<b>Social services delivered through residential institutions to old persons and the handicapped (93311)</b>  <b>Social services delivered through residential institutions to children and other clients (93312 )</b>	1) Unbound* 2) None 3) None, except that the total number of facilities/ service operations run by non-profit service suppliers that are partially State-funded is limited to the quantity determined by a master plan of State-funded social services in Singapore  4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None except that Singapore retains the discretion to determine whether a non-resident service supplier may solicit business or conduct active marketing in Singapore  3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Social services without accommodation</b> (9332)	1) Unbound* 2) None 3) None, except that the total number of facilities/ service operations run by non-profit service suppliers that are partially State-funded is limited to the quantity determined by a master plan of State-funded social services in Singapore 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None except that Singapore retains the discretion to determine whether a non-resident service supplier may solicit business or conduct active marketing in Singapore 3) None 4) Unbound	
<b>D. Other Health Related and Social Services</b>	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>9. TOURISM AND TRAVEL RELATED SERVICES</b>			
A. Hotels and Restaurants (incl. Catering)			
<b>Hotel and other lodging services (641)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Food serving services, except meal serving services in eating facilities run by the government (642**)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
Meal serving services in eating facilities run by the government (642**)	1) Unbound* 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) Unbound 4) Unbound	
Beverage serving services for consumption on the premises (643)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
B. Travel Agencies & Tour Operators Services			
Travel agencies & tour operators services (7471)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
C. Tourist Guides Services			
Tourist guides services (7472)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
D. Other Tourism and Travel Related Services	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>10. RECREATIONAL, CULTURAL AND SPORTING SERVICES</b>			
A. Entertainment Services (including theatre, live bands & circus services) <b>(9619)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
C. Libraries, Archives, Museums and Other Cultural Services			
<b>Library services</b> (96311)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Archive services except for services specified under the National Heritage Board Act (9631**)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Museum services including preservation services of historical sites and buildings (9632)</b>	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>Parks except for national parks, nature reserves and parklands as defined under the National Parks Act (9633**)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Other cultural services, except for parks as defined in the row above</b> (9633**)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
D. Sporting and Other Recreational Services			
<b>Sports and recreational services, except gambling and betting services</b> (964 **)	1) Unbound * 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) None 4) Unbound	
<b>E. Other recreational, cultural and sporting services</b>	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	

Modes of supply:	1) Cross-border supply 3) Commercial presence	2) Consumption abroad 4) Presence of natural persons	
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>11. TRANSPORT SERVICES</b>			
A. Maritime Transport Services			
<b>International transport (freight and passengers) excluding cabotage transport (7211 **, 7212 **)</b>	1) None 2) None 3) None except on the registration of Singapore-flag ships as specified in the Merchant Shipping Act (Cap. 179) 4) Unbound except as indicated in the horizontal section; unbound for intra-corporate transfers of ships' crews	1) None 2) None 3) None except on the registration of Singapore-flag ships as specified in the Merchant Shipping Act (Cap. 179) 4) Unbound	In accordance with the decisions made at the WTO Negotiating Group on Maritime Transport Services, where the following services are not otherwise covered by the obligation enshrined in (ii) of sub-paragraph (c) of Article XXVIII of the General Agreement on Trade in Services in Annex 1B to the WTO Agreement, they are made available to international maritime transport operators on reasonable and non-discriminatory terms and conditions: <ul style="list-style-type: none"> <li>- pilotage;</li> <li>- towing and tug assistance;</li> <li>- provisioning, fuelling and watering;</li> <li>- garbage collection and ballast waste disposal;</li> </ul>

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
			<ul style="list-style-type: none"> <li>- port captain's services;</li> <li>- navigation aids;</li> <li>- emergency repair facilities;</li> <li>- anchorage; and</li> <li>- other shore-based operational services essential to ship operations, including communications, water and electrical supplies.</li> </ul>
<b>Maritime Auxiliary Services</b>			
<b>Shipping agency services</b> (748**)	<ul style="list-style-type: none"> <li>1) None</li> <li>2) None</li> <li>3) None</li> <li>4) Unbound except as indicated in the horizontal section</li> </ul>	<ul style="list-style-type: none"> <li>1) None</li> <li>2) None</li> <li>3) None</li> <li>4) Unbound</li> </ul>	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Shipping brokerage services</b> (748**)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>International towage</b> (7214**)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Classification societies, except for statutory services for Singapore flag ships</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Storage and warehousing services</b> (742**)	1) Unbound*  5) None  6) None  7) Unbound except as indicated in the horizontal section	1) Unbound*  5) None  6) None  7) Unbound	
<b>Maritime freight forwarding services</b> (748, 749)	1) Office registration may be required.  2) None  3) None  4) Unbound except as indicated in the horizontal section	1) None  2) None  3) None  4) Unbound	
<b>Maintenance and repair of vessels</b> (8868**)	1) Unbound*  2) None  3) None  4) Unbound except as indicated in the horizontal section	1) Unbound*  2) None  3) None  4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>B. Internal Waterways Transport</b>			
<b>Passenger transportation</b> (8868**)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>Freight Transportation</b> (7222)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>Rental of vessels with crew</b> (7223)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Pushing and towing services</b> (7224)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>C. Air Transport Services</b>			
<b>Aircraft repair and maintenance services</b>	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	
<b>Selling and marketing of air transport services</b>	1) None 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) Unbound 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Rental of aircraft with crew</b> (734)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>D. Space Transport</b> (733)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>E. Rail Transport Services</b>			
<b>Passenger transportation</b> (7111)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Freight transportation</b> (7112)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>Pushing and towing services</b> (7113)	1) Unbound * 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) Unbound 4) Unbound	
<b>Maintenance and repair of urban and suburban rail transport equipment</b> (8868 **)	1) Unbound * 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Supporting services for rail transport services</b> (743)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
F. Road Transport Services			
<b>Rental services of cars with operators</b> (71222)  <b>Rental services of buses and coaches with operators</b> (71223)  <b>Rental services of commercial freight vehicles with operators</b> (71240)	1) Unbound * 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>Freight transportation (including maritime inland trucking), except freight transportation of:</b> <b>a) refrigerated goods</b> <b>b) liquids or gases</b> <b>c) containerised freight</b> <b>d) furniture</b> (7123**)	1) Unbound 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
<b>Freight transportation (including maritime inland trucking) of:</b> <b>a) refrigerated goods</b> (71231)	1) Unbound * 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>b) liquids or gases</b> (71232)  <b>c) containerised freight</b> (71233)  <b>d) furniture</b> (71234)			
<b>Maintenance and repair services of motor vehicles</b> (61120)  <b>Maintenance and repair services of parts of motor vehicles (88 **)</b>	1) None 2) None 3) None 4) Unbound as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
<b>Parking services</b> (74430)	1) None 2) None 3) None 4) Unbound as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Supporting services for road transport, except parking services</b> (744**)	1) Unbound 2) None 3) Unbound 4) Unbound as indicated in the horizontal section	1) Unbound 2) None 3) Unbound 4) Unbound	
G. Pipeline Transport			
<b>Transportation of fuels</b> (7131)	1) Unbound* 2) None 3) Unbound 4) Unbound as indicated in the horizontal section	1) Unbound* 2) None 3) Unbound 4) Unbound	
<b>Transportation of other goods</b> (7131)	1) Unbound* 2) None 3) Unbound 4) Unbound as indicated in the horizontal section	1) Unbound* 2) None 3) Unbound 4) Unbound	

Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
H. Services Auxiliary to All Modes of Transport except Maritime Transport Services			
<b>Storage and warehousing services, including container station and depot services (742)</b>	1) Unbound* 2) None 3) Unbound except storage and warehouse services for land transport 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) Unbound except storage and warehouse services for land transport 4) Unbound	
<b>Freight forwarding services (748**)</b>	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	



Modes of supply: 1) Cross-border supply 2) Consumption abroad 3) Commercial presence 4) Presence of natural persons			
Sector or subsector	Limitations on market access	Limitations on national treatment	Additional commitments
<b>12. OTHER SERVICES NOT INCLUDED ELSEWHERE</b> (95, 97, 98, 99)			
<b>Washing, cleaning and dyeing services</b> (9701)	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	
<b>Hairdressing and other beauty services</b> (9702)	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	

Modes of supply:	1) Cross-border supply 3) Commercial presence	2) Consumption abroad 4) Presence of natural persons	
<b>Sector or subsector</b>	<b>Limitations on market access</b>	<b>Limitations on national treatment</b>	<b>Additional commitments</b>
<b>Funeral, cremation and undertaking services except maintenance services of cemeteries, care of graves and graveyards (97030**)</b>	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	

**ATTACHMENT TO APPENDIX 1: TYPES OF SOCIAL SERVICES EXCLUDED FROM SINGAPORE'S SCHEDULE OF SPECIFIC COMMITMENTS**

1 Statutory Supervision Services With Accommodation for the Following Types of Clients (9331):

- a) women and girls detained in a place of safety under Section 160 of the Women's Charter (93312);
- b) children detained in a place of safety under Section 8 of the Children & Young Persons (CYP) Act (93312);
- c) children and young persons detained in a place of detention under Section 44 (1) (f) CYP Act, or on probation to an approved school<sup>3</sup> under Section 44 (1) (g) of the CYP Act (93319);
- d) children and young persons admitted to an approved home for statutory supervision under Section 49 (ii) of CYP Act (93312);
- e) persons placed on probation with the requirement of residence in an approved institution under Section 12 of the Probation of Offenders Act (93319).

2 Statutory Supervision Services Without Accommodation for the Following Types of Clients (9332):

- a) children and young persons placed under supervision of an appointed welfare officer under Section 49 (i) of the CYP Act (93329);
- b) persons placed on probation without the requirement of residence in an approved institution under Section 5 of the Probation of Offenders Act (93329).

---

<sup>3</sup> The term 'approved school' used in Section 44(1) (g) of the CYP Act denotes a remand home for young offenders, and not a mainstream educational institution. Young offenders are detained in an 'approved school' for rehabilitation rather than for formal education.



## ANNEX 7 D

### TELECOMMUNICATIONS SERVICES

#### ARTICLE 1: SCOPE

- 1.1 This Annex shall apply to measures affecting trade in telecommunications services.
- 1.2 This Annex shall apply subject to rules, regulations and licence conditions, as applicable within the territory of each Party, within the framework of the provisions of Article 7.10.
- 1.3 This Annex shall not apply to measures adopted or maintained by a Party relating to broadcasting services as defined in each Party's laws and regulations.
- 1.4 Nothing in this Annex shall be construed:
  - (a) to require a Party to authorise a service supplier of the other Party to establish, construct, acquire, lease, operate, or supply telecommunications transport networks or services, other than as provided for in its Schedule;  
or
  - (b) to require a Party (or to require a Party to oblige service suppliers in its territory) to establish, construct, acquire, lease, operate or supply telecommunications transport networks or services not offered to the public generally.

#### ARTICLE 2: ACCESS TO AND USE OF PUBLIC TELECOMMUNICATIONS TRANSPORT NETWORKS AND SERVICES

- 2.1 Each Party shall ensure that service suppliers of the other Party is accorded access to and use of public telecommunications transport networks and services on

reasonable and non-discriminatory terms and conditions, for the supply of a service included in its Schedule. This obligation shall be applied, inter alia, through Articles 2.2 through 2.6.

2.2 Each Party shall ensure that service suppliers of the other Party have access to and use of any public telecommunications transport networks and services offered in its territory, through its licensed suppliers of public telecommunications transport networks or services, within or across the border of that Party, including private leased circuits, and to this end shall ensure, subject to Articles 2.5 and 2.6, that such service suppliers are permitted:

- (a) to purchase or lease and attach terminal or other equipment which interfaces with the public telecommunications transport network and services and which is necessary to supply a service supplier's services;
- (b) to interconnect private leased or owned circuits with public telecommunications transport networks and services or with circuits leased or owned by another service supplier; and
- (c) to use operating protocols of the service supplier's choice in the supply of any service, other than as necessary to ensure the availability of telecommunications transport networks and services to the public generally.

2.3 Each Party shall ensure that service suppliers of the other Party may use public telecommunications transport networks and services for the movement of information within its territory and across borders, including for intra-corporate communications of such service suppliers, and for access to information contained in data bases or otherwise stored in machine-readable form in the territory of the Party. Any new or amended measures of a Party significantly affecting such use shall be notified and shall be subject to consultation, in accordance with relevant provisions of the Agreement.

2.4 Notwithstanding the preceding paragraph, a Party may take such measures as are necessary to ensure the security and confidentiality of messages, subject to the requirement that such measures are not applied in a manner which would

constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade in services.

2.5 Each Party shall ensure that no condition is imposed on access to and use of public telecommunications transport networks and services other than as necessary:

- (a) to safeguard the public service responsibilities of suppliers of public telecommunications transport networks or services, in particular their ability to make their networks or services available to the public generally;
- (b) to protect the technical integrity of public telecommunications transport networks or services; or
- (c) to ensure that service suppliers of the other Party do not supply services unless permitted pursuant to commitments in the first Party's Schedule.

2.6 Provided that they satisfy the criteria set out in Article 2.5, conditions for access to and use of public telecommunications transport networks and services may include:

- (a) restrictions on resale or shared use of public telephone services;
- (b) a requirement to use specified technical interfaces, including interface protocols, for the interconnection with such networks and services;
- (c) requirements, where necessary, for the inter-operability of such services;
- (d) type approval of terminal or other equipment which interfaces with the network and technical requirements relating to the attachment of such equipment to such networks;
- (e) restrictions on interconnection of private leased or owned circuits with such networks or services or with circuits leased or owned by another service supplier; or

(f) notification, registration and licensing.

2.7 Notwithstanding the preceding paragraphs, each Party may, consistent with its level of development, place reasonable conditions on access to and use of public telecommunications transport networks and services necessary to strengthen its domestic telecommunications infrastructure and service capacity and to increase its participation in international trade in telecommunications services. Such conditions shall be specified in each Party's Schedule.

### ARTICLE 3: ACCESS TO MAJOR SUPPLIERS' INFRASTRUCTURE

3.1 Each Party shall endeavour to require the major suppliers in its territory to provide suppliers of public telecommunications transport networks or services of the other Party,

(a) access to the major suppliers' unbundled network elements for interconnection or for the provision of public telecommunications transport networks or services,

(b) physical co-location of equipment necessary for interconnection or access to unbundled network elements, at premises owned or controlled by the major suppliers, and

(c) access to poles, ducts, conduits or any other structures deemed necessary by the Party, which are owned or controlled by such major suppliers,

on terms, conditions, and rates that are reasonable, transparent and non-discriminatory, subject to mutually agreed terms and conditions within the overall policy framework of that Party.

3.2 Implementation of Article 3.1 shall be determined by each Party, depending upon the state of market conditions in the relevant markets as assessed by the Party in its territory.



3.3 Nothing in the preceding paragraphs of this Article shall prevent either Party from allowing its major suppliers to take reasonable steps to protect the security of their networks.

#### ARTICLE 4: COMPETITIVE SAFEGUARDS

##### Prevention of anti-competitive practices in telecommunications

4.1 Each Party shall, through the relevant authority, maintain appropriate measures for the purpose of preventing suppliers of public telecommunications transport networks or services from engaging in or continuing anti-competitive practices.

##### Safeguards

4.2 For the purposes of Article 4.1, anti-competitive practices shall include:

- (a) using information obtained from competitors for anti-competitive results; and
- (b) not making available to suppliers of public telecommunications transport networks or services, on a timely basis, technical information about essential facilities and commercially relevant information which are necessary for them to provide public telecommunications transport networks or services.

#### ARTICLE 5: INTERCONNECTION

5.1 Each Party shall ensure that suppliers of public telecommunications transport networks or services in its territory provide interconnection with the facilities and equipment of suppliers of public telecommunications transport networks or services of the other Party, subject to terms and conditions specified by each Party's telecommunications regulatory / licensing body from time to time.

5.2 Each Party shall ensure that a major supplier in its territory provides interconnection for suppliers of public telecommunications transport networks or services of the other Party at any specified technical and commercially feasible point, specified by the telecommunications regulatory / licensing body, in the major supplier's network, or in the case of points not specified by the telecommunications regulatory / licensing body, as per mutual agreement. Such interconnection is provided:

- (a) under non-discriminatory terms, conditions (including technical standards and specifications) and rates<sup>7D-1</sup> and of a quality no less favourable than that provided for its own like services or for like services of non-affiliated suppliers of public telecommunications transport networks or services or for its subsidiaries or other affiliates;
- (b) in a timely manner<sup>7D-2</sup>; and
- (c) upon request, at points in addition to the network termination points offered to the majority of suppliers of public telecommunications transport networks or services, subject to technical and commercial feasibility and mutually agreed terms and conditions.

#### Options for interconnecting with major suppliers

5.3 Each Party shall endeavour that suppliers of public telecommunications transport networks or services of the other Party may interconnect their facilities and equipment with those of major suppliers in its territory on the basis of:

- (a) a reference interconnection offer containing the rates, terms, and conditions that the major supplier offers generally to suppliers of public telecommunications transport networks or services, as amended from time to time;

---

<sup>7D-1</sup> The Parties understand that interconnection rates are commercially negotiated between suppliers of public telecommunications networks or services.

<sup>7D-2</sup> The Parties understand that timeliness may vary from case to case, depending upon the complexity of each interconnection negotiation, which may be affected by a range of factors.

- (b) the terms and conditions of an existing interconnection agreement; or
- (c) through negotiation of a new interconnection agreement.

#### Public availability of the procedures for interconnection negotiations

5.4 Each Party shall make publicly available the applicable procedures for interconnection with major suppliers in its territory.

#### Public availability of interconnection arrangements

5.5 Each Party shall ensure that a major supplier will make publicly available either its interconnection agreements or a reference interconnection offer.

5.6 Each Party shall require major suppliers in its territory to file all interconnection agreements to which they are a party with its telecommunications regulatory body.

5.7 Each Party shall endeavour to make available for inspection to suppliers of public telecommunications transport networks or services which are seeking interconnection, interconnection agreements in force between a major supplier in its territory and any other supplier of public telecommunications transport networks or services in such territory, including interconnection agreements concluded between a major supplier and its affiliates and subsidiaries, subject to any requirement which the telecommunications regulatory body may impose to protect the commercial confidentiality of information contained in these interconnection agreements.

#### Resolution of interconnection disputes

5.8 A supplier of public telecommunications transport networks or services of the other Party requesting interconnection with a major supplier in the Party's territory will have recourse, either:

- (a) at any time, or

(b) after a reasonable period of time which has been made publicly known

to an independent domestic body, which may be a telecommunications regulatory / dispute resolution body, as referred to in Article 8 below, to resolve disputes regarding appropriate terms, conditions and rates for interconnection within a reasonable period of time, to the extent that these have not been established previously.

#### ARTICLE 6: UNIVERSAL SERVICE

6.1 Each Party retains the right to define the kind of universal service obligation it wishes to maintain. Such obligations are not regarded as anti-competitive per se, since they would be administered in a transparent and non-discriminatory manner.

#### ARTICLE 7: LICENSING CONDITIONS

7.1 Where a licence is required, the following will be made publicly available:

- (a) all the licensing criteria and the period of time normally required to reach a decision concerning an application for a licence and
- (b) the terms and conditions of individual licences.

7.2 In case of denial of licence, the reasons for denial, on applicants' request, shall normally be given by each Party within a reasonable period of time.

#### ARTICLE 8: INDEPENDENT REGULATORY AND DISPUTE RESOLUTION BODIES

8.1 The telecommunications regulatory / dispute resolution body is separate from, and not accountable to, any supplier of public telecommunications transport networks or services. The decisions of, and the procedures used by its telecommunications regulatory / dispute resolution body, are impartial with respect to all suppliers of public telecommunications transport networks or services.

ARTICLE 9: ALLOCATION AND USE OF SCARCE RESOURCES

9.1 Any procedures for the allocation and use of scarce resources, including frequencies, numbers and rights of way, will be carried out in an objective, timely, transparent and non-discriminatory manner. The current state of allocated frequency bands will be made publicly available, but detailed identification of frequencies allocated for specific government uses is not required.

ARTICLE 10: DISPUTE SETTLEMENT AND APPEAL

Recourse

10.1 Each Party shall ensure that suppliers of public telecommunications transport networks or services of the other Party have timely recourse to a relevant telecommunications body to resolve disputes arising under domestic measures addressing a matter set out in this Annex.

Reconsideration

10.2 Each Party shall ensure that any supplier of public telecommunications transport networks or services aggrieved by the determination or decision of the relevant telecommunications body may petition that body for reconsideration of that determination or decision. Neither Party may permit such a petition to constitute grounds for non-compliance with such determination or decision of the said body unless an appropriate authority stays such determination or decision.

Appeal

10.3 Each Party shall ensure that any supplier of public telecommunications transport networks or services aggrieved by a determination or decision of the relevant telecommunications body has the opportunity to appeal such determination or decision to an independent judicial or administrative authority.

ARTICLE 11: TRANSPARENCY

11.1 Further to the Services and Investment Chapters (Transparency Articles), each Party shall ensure that:

- (a) decisions of its telecommunications regulatory body, are promptly published or otherwise made available to all interested suppliers of public telecommunications networks or services; and
- (b) its measures relating to public telecommunications networks or services are made publicly available, including:
  - (i) tariffs and other terms and conditions of service;
  - (ii) specifications of technical interfaces;
  - (iii) information on bodies responsible for the preparation, amendment and adoption of standards affecting such access and use;
  - (iv) conditions applying to attachment of terminal or other equipment to the public telecommunications transport network or services; and
  - (v) notification, permit, registration or licensing requirements, if any.

ARTICLE 12: FLEXIBILITY IN CHOICE OF TECHNOLOGIES

12.1 Parties recognise the importance of international standards for global compatibility and inter-operability of telecommunications networks and services and undertake to promote such standards through the work of relevant international bodies, including the International Telecommunication Union and the International Organisation for Standardisation.

12.2 A Party shall not prevent suppliers of public telecommunications transport networks or services from having the flexibility to choose the technologies that

they use to supply their services, subject to satisfying inter-operability requirements and licensing conditions.

#### ARTICLE 13: RELATIONSHIP TO OTHER CHAPTERS

13.1 In the event of inconsistency between this Annex and another Chapter, this Annex shall prevail to the extent of such inconsistency.

#### ARTICLE 14: DEFINITIONS

For the purposes of this Annex:

1. **Essential facilities** mean facilities of a public telecommunications transport network or service that
  - (a) are exclusively or predominantly provided by a single or limited number of suppliers; and
  - (b) cannot feasibly be economically or technically substituted in order to provide a service.
2. **Interconnection** means linking with suppliers providing public telecommunications transport networks or services in order to allow the users of one supplier to communicate with users of another supplier and to access services provided by another supplier, where specific commitments are undertaken.
3. **Intra-corporate communications** means telecommunications through which a company communicates within the company or with or among its subsidiaries, branches and, subject to a Party's domestic laws and regulations, affiliates. For these purposes, "subsidiaries", "branches" and, where applicable, "affiliates" shall be as defined by each Party. "Intra-corporate communications" in this Annex excludes commercial or non-commercial services that are supplied to companies that are not related subsidiaries, branches or affiliates, or that are offered to customers or potential customers.

4. **Major supplier** means a supplier of public telecommunications transport networks or services which has the ability to materially affect the terms of participation (having regard to price and supply) in the relevant market for public telecommunications transport networks or services as a result of:
  - (a) control over essential facilities; or
  - (b) use of its position in the market.
5. **Network element** means facilities or equipment used in the provision of a public telecommunications transport network or service, including features, functions, and capabilities that are provided by means of such facilities or equipment.
6. **Non-discriminatory** means treatment no less favorable than that accorded to any other user of like public telecommunications transport networks or services in like circumstances.
7. **Public telecommunications transport network** means the public telecommunications infrastructure which permits telecommunications between and among defined network termination points.
8. **Public telecommunications transport service** means any telecommunications transport service required, explicitly or in effect, by a Party to be offered to the public generally. Such services may include, inter alia, telegraph, telephone, telex, and data transmission typically involving the real-time transmission of customer-supplied information between two or more points without any end-to-end change in the form or content of the customer's information.
9. **Reference interconnection offer** means an interconnection offer extended by a major supplier and filed with or approved by a telecommunications regulatory body specifying rates, terms, and conditions.
10. **Supplier of public telecommunications transport networks or services** means any provider of public telecommunications transport networks and/or public telecommunications transport services, including those who provide such



networks and/or services to other suppliers of public telecommunications transport networks and/or services.

11. **Telecommunications** means the transmission and reception of signals by any electromagnetic means.
12. **Telecommunications dispute resolution body** means any Federal or State body responsible for the dispute resolution of telecommunications.
13. **Telecommunications licensing body** means any Federal or State body responsible for the licensing of telecommunications.
14. **Telecommunications regulatory body** means any Federal or State body responsible for the regulation of telecommunications.
15. **Users** means service consumers and service suppliers.