

CHAPTER 10
CROSS-BORDER TRADE IN SERVICES

Article 10.1: Definitions

For the purposes of this Chapter:

airport operation services means the supply of air terminal, airfield and other airport infrastructure operation services on a fee or contract basis. Airport operation services do not include air navigation services;

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

cross-border trade in services or **cross-border supply of services** means the supply of a service:

- (a) from the territory of a Party into the territory of another Party;
- (b) in the territory of a Party to a person of another Party; or
- (c) by a national of a Party in the territory of another Party,

but does not include the supply of a service in the territory of a Party by a covered investment;

enterprise means an enterprise as defined in Article 1.3 (General Definitions), and a branch of an enterprise;

enterprise of a Party means an enterprise constituted or organised under the laws of a Party, or a branch located in the territory of a Party and carrying out business activities there;

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

第 10 章

跨境服务贸易

第 10.1 条 定义

就本章而言：

机场运营服务指在收费或合同的基础上提供的旅客航站楼、飞行区和其他机场基础设施运营服务。机场运营服务不包括航空导航服务；

计算机订座系统服务指由包含航空承运人的时刻表、可获性、票价和定价规则等信息的计算机系统所提供的服务，可通过该系统进行预订或出票；

跨境服务贸易或跨境服务提供指：

- (a) 自一缔约方领土向另一缔约方领土提供服务；
- (b) 在一缔约方领土内向另一缔约方的人提供服务；或
- (c) 一缔约方的国民在另一缔约方领土内提供服务，

但不包括在一缔约方领土内通过涵盖投资提供服务；

企业指第 1.3 条(一般定义)中所定义的企业，及企业的分支机构；

一缔约方的企业指根据一缔约方的法律而组建或组织的企业，或位于一缔约方领土内并在那里从事经营活动的分支机构；

地面服务指在收费或合同的基础上在机场提供的如下服务：即航空公司代理、管理和监督；旅客服务；行李服务；机坪服务；除准备食物外的配餐服务；空运货物和邮件服务；航空器加油；航空器检修和清洁；机场地面交通；以及航班运行、机组管理和航班规划。地面服务不包括如下服务：即自助处理；安保；日常维修；航空器的修理和保养服务；或对机场核心基础设施的管理或

de-icing facilities, fuel distribution systems, baggage handling systems and fixed intra-airport transport systems;

measures adopted or maintained by a Party means measures adopted or maintained by:

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

selling and marketing of air transport services means opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution. These activities do not include the pricing of air transport services or the applicable conditions;

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

service supplier of a Party means a person of a Party that seeks to supply or supplies a service; and

specialty air services means any specialised commercial operation using an aircraft whose primary purpose is not the transportation of goods or passengers, such as aerial fire-fighting, flight training, sightseeing, spraying, surveying, mapping, photography, parachute jumping, glider towing, and helicopter-lift for logging and construction, and other airborne agricultural, industrial and inspection services.

Article 10.2: Scope

1. This Chapter shall apply to measures adopted or maintained by a Party affecting cross-border trade in services by service suppliers of another Party. Such measures include measures affecting:

- (a) the production, distribution, marketing, sale or delivery of a service;
- (b) the purchase or use of, or payment for, a service;
- (c) the access to and use of distribution, transport or telecommunications networks and services in connection with the supply of a service;

运营，例如除冰设施、航油分配系统、行李处理系统和机场内部固定运输系统；

一缔约方采取或维持的措施指：

- (a) 中央、地区或地方政府或主管机关采取或维持的措施；或
- (b) 非政府机构行使由中央、地区或地方政府或主管机关授予的权力而采取或维持的措施；

空运服务的销售和营销指有关航空承运人自由销售和营销其空运服务的机会，包括营销的所有方面，例如市场调查、广告和分销。这些活动不包括空运服务的定价，也不包括适用的条件；

行使政府职权时提供的服务指，对于每一缔约方，既不在商业基础提供也不与一个或多个服务提供者竞争的任何服务；

一缔约方的服务提供者指寻求提供服务或提供服务的一缔约方的人；以及

专业航空服务指使用一航空器的任何专业商业运营，其主要目的并非运输货物或旅客，例如航空消防、飞行训练、观光、播洒、测量、绘图、摄像、跳伞、滑翔机牵引、伐木和建筑用的直升机运输以及其他与空运有关的农业、工业和检查服务。

第 10.2 条 范围

1. 本章适用于一缔约方采取或维持的、影响另一缔约方服务提供者的跨境服务贸易的措施。此类措施包括影响下列方面的措施：

- (a) 服务的生产、分销、营销、销售或交付；
- (b) 服务的购买、使用或支付；
- (c) 接入和使用与提供服务有关的分销、运输或电信网络和服务；

- (d) the presence in the Party's territory of a service supplier of another Party; and
 - (e) the provision of a bond or other form of financial security as a condition for the supply of a service.
2. In addition to paragraph 1:
- (a) Article 10.5 (Market Access), Article 10.8 (Domestic Regulation) and Article 10.11 (Transparency) shall also apply to measures adopted or maintained by a Party affecting the supply of a service in its territory by a covered investment¹; and
 - (b) Annex 10-B (Express Delivery Services) shall also apply to measures adopted or maintained by a Party affecting the supply of express delivery services, including by a covered investment.
3. This Chapter shall not apply to:
- (a) financial services as defined in Article 11.1 (Definitions), except that paragraph 2(a) shall apply if the financial service is supplied by a covered investment that is not a covered investment in a financial institution as defined in Article 11.1 (Definitions) in the Party's territory;
 - (b) government procurement;
 - (c) services supplied in the exercise of governmental authority; or
 - (d) subsidies or grants provided by a Party, including government-supported loans, guarantees and insurance.
4. This Chapter does not impose any obligation on a Party with respect to a national of another Party who seeks access to its employment market or who is employed on a permanent basis in its territory, and does not confer any right on that national with respect to that access or employment.
5. This Chapter shall not apply to air services, including domestic and international air transportation services, whether scheduled or non-scheduled, or to related services in support of air services, other than the following:
- (a) aircraft repair and maintenance services during which an aircraft is withdrawn from service, excluding so-called line maintenance;

¹ For greater certainty, nothing in this Chapter, including Annexes 10-A (Professional Services), 10-B (Express Delivery Services), and 10-C (Non-Conforming Measures Ratchet Mechanism), is subject to investor-State dispute settlement pursuant to Section B of Chapter 9 (Investment).

- (d) 另一缔约方的服务提供者在一缔约方领土内的存在；以及
 - (e) 作为提供服务的条件，提供保函或其他形式的财政担保。
2. 除第 1 款外：
- (a) 第 10.5 条(市场准入)、第 10.8 条(国内规制)和第 10.11 条(透明度)也应适用于一缔约方采取或维持的、影响其领土内通过涵盖投资提供服务的措施¹；及
 - (b) 附件 10-B(快递服务)也应适用于一缔约方采取或维持的、影响快递服务提供的措施，包括通过涵盖投资提供服务。
3. 本章不得适用于：
- (a) 第 11.1 条(定义)中所定义的金融服务，但是如提供金融服务的涵盖服务不属该缔约方领土内按第 11.1 条(定义)中所定义的一金融机构中的涵盖投资，则第 2 款(a)项应适用；
 - (b) 政府采购；
 - (c) 行使政府职权时提供的服务；或
 - (d) 一缔约方提供的补贴或赠款，包括政府支持的贷款、担保和保险。
4. 在另一缔约方国民寻求进入一缔约方就业市场或另一缔约方国民在一缔约方领土内获得永久就业方面，本章不对该缔约方施加任何义务，也不对另一缔约方国民在进入就业市场或就业方面赋予任何权利。
5. 本章不适用于航空服务，包括国内和国际航空运输服务，无论是定期航班还是非定期航班，或支持航空服务的相关服务，但下列除外：
- (a) 在航空器退出服务期间的修理和保养服务，不包括所谓的日常维修；

¹ 为进一步明确，本章中任何内容，包括附件 10-A(专业服务)、附件 10-B(快递服务)和附件 10-C(不符措施棘轮机制)均不受第 9 章(投资)B 节投资者-国家间争端解决的约束。

- (b) selling and marketing of air transport services;
- (c) computer reservation system services;
- (d) specialty air services;
- (e) airport operation services; and
- (f) ground handling services.

6. In the event of any inconsistency between this Chapter and a bilateral, plurilateral or multilateral air services agreement to which two or more Parties are party, the air services agreement shall prevail in determining the rights and obligations of those Parties that are party to that air services agreement.

7. If two or more Parties have the same obligations under this Agreement and a bilateral, plurilateral or multilateral air services agreement, those Parties may invoke the dispute settlement procedures of this Agreement only after any dispute settlement procedures in the other agreement have been exhausted.

8. If the *Annex on Air Transport Services* of GATS is amended, the Parties shall jointly review any new definitions with a view to aligning the definitions in this Agreement with those definitions, as appropriate.

Article 10.3: National Treatment²

1. Each Party shall accord to services and service suppliers of another Party treatment no less favourable than that it accords, in like circumstances, to its own services and service suppliers.

2. For greater certainty, the treatment to be accorded by a Party under paragraph 1 means, with respect to a regional level of government, treatment no less favourable than the most favourable treatment accorded, in like circumstances, by that regional level of government to service suppliers of the Party of which it forms a part.

Article 10.4: Most-Favoured-Nation Treatment

Each Party shall accord to services and service suppliers of another Party treatment no less favourable than that it accords, in like circumstances, to services and service suppliers of any other Party or a non-Party.

² For greater certainty, whether treatment is accorded in “like circumstances” under Article 10.3 (National Treatment) or Article 10.4 (Most-Favoured-Nation Treatment) depends on the totality of the circumstances, including whether the relevant treatment distinguishes between services or service suppliers on the basis of legitimate public welfare objectives.

- (b) 空运服务的销售和营销；
- (c) 计算机订座系统服务；
- (d) 专业航空服务；
- (e) 机场运营服务；以及
- (f) 地面服务。

6. 如本章和两个或多个缔约方属参加方的一双边、诸边或多边航空服务协定之间出现任何不一致，则在确定属该航空服务协定参加方的缔约方的权利和义务时，应以该航空服务协定为准。

7. 如两个或多个缔约方在本协定和一双边、诸边或多边航空服务协定项下拥有相同义务，则这些缔约方仅可在该另一协定中的争端解决程序用尽后，方可援引本协定的争端解决程序。

8. 如对 GATS 《关于空运服务的附件》进行修正，则缔约方应联合对任何新定义进行审议，以期酌情使本协定中的定义与这些定义相协调。

第 10.3 条 国民待遇²

1. 每一缔约方给予另一缔约方的服务和服务提供者的待遇不得低于其在相似情况下给予本国服务和服务提供者的待遇。

2. 为进一步明确，一缔约方根据第 1 款所给予的待遇，对于一地区政府，指不低于该地区政府在相似情况下给予其作为一部分的该缔约方的服务提供者的最优惠待遇。

第 10.4 条 最惠国待遇

每一缔约方给予另一缔约方的服务和服务提供者的待遇不得低于其在相似情况下给予任何其他缔约方或非缔约方的服务和服务提供者的待遇。

² 为进一步明确，待遇是否根据第 10.3 条(国民待遇)或第 10.4 条(最惠国待遇)在“相似情况”下给予取决于整体情况，包括相关待遇是否根据合法公共福利目标对服务或服务提供者加以区分。

Article 10.5: Market Access

No Party shall adopt or maintain, either on the basis of a regional subdivision or on the basis of its entire territory, measures that:

- (a) impose limitations on:
 - (i) the number of service suppliers, whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirement of an economic needs test;
 - (ii) the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;
 - (iii) the total number of service operations or 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;³ or
 - (iv) 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; or
- (b) restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service.

Article 10.6: Local Presence

No Party shall require a service supplier of another Party to establish or maintain a representative office or any form of enterprise, or to be resident, in its territory as a condition for the cross-border supply of a service.

Article 10.7: Non-Conforming Measures

1. Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access) and Article 10.6 (Local Presence) shall not apply to:

³ Subparagraph (a)(iii) does not cover measures of a Party which limit inputs for the supply of services.

第 10.5 条 市场准入

任何缔约方不得在其一地区或在其全部领土内采取或维持属下列情况的措施：

- (a) 对下列各项施加限制：
 - (i) 无论以数量配额、垄断、专营服务提供者的形式，还是以经济需求测试要求的形式，限制服务提供者的数量；
 - (ii) 以数量配额或经济需求测试要求的形式，限制服务交易或资产总值；
 - (iii) 以配额或经济需求测试要求的形式，限制服务业务总数或以指定数量单位表示的服务产出总量；³或
 - (iv) 以数量配额或经济需求测试要求的形式，限制特定服务部门或服务提供者可雇佣的、提供具体服务所必需且直接相关的自然人总数；或
- (b) 限制或要求服务提供者通过特定类型法律实体或合营企业提供服务。

第 10.6 条 当地存在

任何缔约方不得要求另一缔约方的服务提供者在其领土内设立或维持代表处或任何形式的企业或成为居民，作为跨境提供服务的条件。

第 10.7 条 不符措施

1. 第 10.3 条(国民待遇)、第 10.4 条(最惠国待遇)、第 10.5 条(市场准入)和第 10.6 条(当地存在)不得适用于：

³ (a)项(iii)目不涵盖一缔约方限制用于服务提供的投入物的措施。

- (a) any existing non-conforming measure that is maintained by a Party at:
 - (i) the central level of government, as set out by that Party in its Schedule to Annex I;
 - (ii) a regional level of government, as set out by that Party in its Schedule to Annex I; or
 - (iii) a local level of government;
- (b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or
- (c) an amendment to any non-conforming measure referred to in subparagraph (a), to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access) or Article 10.6 (Local Presence).⁴

2. Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access) and Article 10.6 (Local Presence) shall not apply to any measure that a Party adopts or maintains with respect to sectors, sub-sectors or activities, as set out by that Party in its Schedule to Annex II.

3. If a Party considers that a non-conforming measure applied by a regional level of government of another Party, as referred to in subparagraph 1(a)(ii), creates a material impediment to the cross-border supply of services in relation to the former Party, it may request consultations with regard to that measure. These Parties shall enter into consultations with a view to exchanging information on the operation of the measure and to considering whether further steps are necessary and appropriate.⁵

Article 10.8: Domestic Regulation

1. Each Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.

⁴ With respect to Viet Nam, Annex 10-C (Non-Conforming Measures Ratchet Mechanism) applies.

⁵ For greater certainty, a Party may request consultations with another Party regarding non-conforming measures applied by the central level of government, as referred to in subparagraph 1(a)(i).

- (a) 一缔约方在下列政府层级维持的任何现行不符措施：
 - (i) 中央一级政府，如该缔约方在其附件 1 的不符措施清单中所列；
 - (ii) 地区一级政府，如该缔约方在其附件 1 的不符措施清单中所列；或
 - (iii) 地方一级政府；
- (b) (a)项中所指的任何不符措施的继续或迅速展期；或
- (c) (a)项中所指任何不符措施的修正，只要与该措施紧接修正前的情况相比，该修正未降低该措施与第 10.3 条(国民待遇)、第 10.4 条(最惠国待遇)、第 10.5 条(市场准入)或第 10.6 条(当地存在)的相符程度。⁴

2. 第 10.3 条(国民待遇)、第 10.4 条(最惠国待遇)、第 10.5 条(市场准入)和第 10.6 条(当地存在)不得适用于一缔约方对其在附件 2 不符措施清单中所列部门、分部门或活动采取或维持的措施。

3. 如一缔约方认为另一缔约方的一地区一级政府采取的、如第 1 款(a)项(ii)目中所指的一不符措施，对前一缔约方的跨境服务提供构成实质阻碍，则该缔约方可请求就该措施进行磋商。这些缔约方应进行磋商，以期交流该措施实施情况的信息，并考虑采取进一步行动是否必要和是否适当。⁵

第 10.8 条 国内规制

1. 每一缔约方应保证所有影响服务贸易的普遍适用的措施以合理、客观和公正的方式实施。

⁴ 对于越南，适用附件 10-C(不符措施棘轮机制)。

⁵ 为进一步明确，一缔约方可请求与另一缔约方就中央政府采取的第 1 款(a)项(i)目中所指的不符措施进行磋商。

2. With a view to ensuring that measures relating to qualification requirements and procedures, technical standards and licensing requirements do not constitute unnecessary barriers to trade in services, while recognising the right to regulate and to introduce new regulations on the supply of services in order to meet its policy objectives, each Party shall endeavour to ensure that any such measures that it adopts or maintains are:

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

3. In determining whether a Party is in conformity with its obligations under paragraph 2, account shall be taken of international standards of relevant international organisations applied by that Party.⁶

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

- (a) within a reasonable period of time after the submission of an application considered complete under its laws and regulations, inform the applicant of the decision concerning the application;
- (b) to the extent practicable, establish an indicative timeframe for the processing of an application;
- (c) if an application is rejected, to the extent practicable, inform the applicant of the reasons for the rejection, either directly or on request, as appropriate;
- (d) on request of the applicant, provide, without undue delay, information concerning the status of the application;
- (e) to the extent practicable, provide the applicant with the opportunity to correct minor errors and omissions in the application and endeavour to provide guidance on the additional information required; and
- (f) if they deem appropriate, accept copies of documents that are authenticated in accordance with the Party's laws in place of original documents.

⁶ "Relevant international organisations" refers to international bodies whose membership is open to the relevant bodies of at least all Parties to the Agreement.

2. 为保证与资格要求和程序、技术标准和许可要求相关的措施不构成不必要的服务贸易壁垒，同时承认监管的权利，及为实现政策目标而在服务提供方面制定新法规的权利，每一缔约方应努力保证其采取或维持的任何此类措施：

- (a) 根据客观和透明的标准，例如提供服务的能力和资格；及
- (b) 如为许可程序，则此类程序本身不成为对服务提供的限制。

3. 在确定一缔约方是否符合其在第 2 款下的义务时，应考虑该缔约方所实施的相关国际组织的国际标准。⁶

4. 如一缔约方要求对提供服务进行批准，则应保证其主管机关：

- (a) 在根据其法律法规提交完整申请后的一合理期限内告知申请人有关该申请的决定；
- (b) 在可行的限度内，对处理一申请制定一单独指示性时间表；
- (c) 如一申请被拒绝，在可行的限度内，酌情直接或应请求告知申请人被拒绝的理由；
- (d) 应申请人请求，提供关于申请状态的信息，不得有不当延迟；
- (e) 在可行的限度内，向申请人提供更正申请中的细微错误和补充遗漏的机会，并努力就所要求的额外信息提供指导；以及
- (f) 如认为适当，接受依照缔约方法律经核证的文件副本，以替代文件正本。

⁶“相关国际组织”指成员资格对至少本协定所有缔约方的相关机构开放的国际组织。

5. Each Party shall ensure that any authorisation fee charged by any of its competent authorities is reasonable, transparent and does not, in itself, restrict the supply of the relevant service.⁷
6. If licensing or qualification requirements include the completion of an examination, each Party shall ensure that:
 - (a) the examination is scheduled at reasonable intervals; and
 - (b) a reasonable period of time is provided to enable interested persons to submit an application.
7. Each Party shall ensure that there are procedures in place domestically to assess the competency of professionals of another Party.
8. Paragraphs 1 through 7 shall not apply to the non-conforming aspects of measures that are not subject to the obligations under Article 10.3 (National Treatment) or Article 10.5 (Market Access) by reason of an entry in a Party's Schedule to Annex I, or to measures that are not subject to the obligations under Article 10.3 (National Treatment) or Article 10.5 (Market Access) by reason of an entry in a Party's Schedule to Annex II.
9. If the results of the negotiations related to paragraph 4 of Article VI of GATS, or the results of any similar negotiations undertaken in other multilateral fora in which the Parties participate, enter into effect, the Parties shall jointly review these results with a view to bringing them into effect, as appropriate, under this Agreement.

Article 10.9: Recognition

1. For the purposes of the fulfilment, in whole or in part, of a Party's standards or criteria for the authorisation, licensing or certification of service suppliers, and subject to the requirements of paragraph 4, it may recognise the education or experience obtained, requirements met, or licences or certifications granted, in the territory of another Party or a non-Party. That recognition, which may be achieved through harmonisation or otherwise, may be based on an agreement or arrangement with the Party or non-Party concerned, or may be accorded autonomously.
2. If a Party recognises, autonomously or by agreement or arrangement, the education or experience obtained, requirements met, or licences or certifications granted, in the territory of another Party or a non-Party, nothing in Article 10.4 (Most-Favoured-Nation Treatment) shall be construed to require the Party to

⁷ For the purposes of this paragraph, authorisation fees do not include fees for the use of natural resources, payments for auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

5. 每一缔约方应保证其任何主管机关收取的任何批准费用合理和透明，且其本身不限制相关服务的提供。⁷
6. 如许可或资格要求包括完成考试，则每一缔约方应保证：
 - (a) 考试安排间隔合理；及
 - (b) 提供一合理期限，使利害关系人能够提交申请。
7. 每一缔约方应保证国内设立评估另一缔约方专业人员能力的程序。
8. 第 1 款至第 7 款不得适用于因一缔约方在附件 1 的不符措施清单中的一条目而无需遵守第 10.3 条(国民待遇)或第 10.5 条(市场准入)下义务的措施的不符方面；或因一缔约方在附件 2 的不符措施清单中的一条目而无需遵守第 10.3 条(国民待遇)或第 10.5 条(市场准入)下的义务的措施。
9. 如与 GATS 第 6 条第 4 款相关的谈判结果生效或缔约方参加的在其他多边场合开展的任何类似谈判的结果生效，则缔约方应联合对这些结果进行审议，以期酌情使这些结果在本协定项下生效。

第 10.9 条 承认

1. 为使服务提供者获得授权、许可或证明的标准或准则得以全部或部分实施，在遵守第 4 款要求的前提下，一缔约方可承认在另一缔约方领土内或非缔约方领土内获得的教育或经历、满足的要求、或授予的许可或证明。此类可通过协调或其他方式实现的承认，可根据与有关缔约方或非缔约方的协议或安排，或可自主给予。
2. 如一缔约方自主承认，或通过协议或安排承认在另一缔约方领土内或非缔约方领土内已获得的教育或经历、满足的要求、或授予的许可或证明时，则第 10.4 条(最惠国待遇)中任何内

⁷ 就本款而言，批准费用不包括使用自然资源的费用、支付拍卖、招标或以其他非歧视方式授予特许权费用，也不包括普遍服务提供的法定捐款。

accord recognition to the education or experience obtained, requirements met, or licences or certifications granted, in the territory of any other Party.

3. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 1, whether existing or future, shall afford adequate opportunity to another Party, on request, to negotiate its accession to that agreement or arrangement, or to negotiate a comparable agreement or arrangement. If a Party accords recognition autonomously, it shall afford adequate opportunity to another Party to demonstrate that education, experience, licences or certifications obtained or requirements met in that other Party's territory should be recognised.

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

5. As set out in Annex 10-A (Professional Services), the Parties shall endeavour to facilitate trade in professional services, including through the establishment of a Professional Services Working Group.

Article 10.10: Denial of Benefits

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

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

Article 10.11: Transparency

1. Each Party shall maintain or establish appropriate mechanisms for responding to inquiries from interested persons regarding its regulations that relate to the subject matter of this Chapter.⁸

2. If a Party does not provide advance notice and opportunity for comment pursuant to Article 26.2.2 (Publication) with respect to regulations that relate to

⁸ The implementation of the obligation to maintain or establish appropriate mechanisms may need to take into account the resource and budget constraints of small administrative agencies.

容不得解释为要求该缔约方给予承认在任何其他缔约方领土内获得的教育或经历、满足的要求、或授予的许可或证明。

3. 属第 1 款中所指类型的协议或安排的参加方的一缔约方，无论是现行还是未来协议或安排，均应应请求给予另一缔约方通过谈判加入该协议或安排或谈判类似协议或安排的充分机会。如一缔约方自主给予承认，则应向另一缔约方提供充分机会，以证明在另一缔约方领土内获得的教育、经历、许可或证明以及满足的要求应得到承认。

4. 一缔约方给予承认的方式在适用服务提供者获得授权、许可或证明的标准或准则方面不得构成在缔约方之间或缔约方与非缔约方之间实施歧视的手段，或构成对服务贸易的变相限制。

5. 如附件 10-A(专业服务)所列，缔约方应努力便利专业服务贸易，包括通过设立专业服务工作组的方式。

第 10.10 条 拒绝给予利益

1. 一缔约方可拒绝将本章的利益给予另一缔约方的服务提供者，如该服务提供者是由一非缔约方的人所拥有或控制的企业，且拒绝给予利益的缔约方对该非缔约方或该非缔约方的人采取或维持禁止与该企业进行交易的措施，或如给予该企业本章的利益，将会违反或规避上述措施。

2. 一缔约方可拒绝将本章的利益给予另一缔约方的服务提供者，如该服务提供者是由一非缔约方的人所拥有或控制的企业或由在拒绝给予利益缔约方之外的任何缔约方领土内无实质商业活动的该拒绝给予利益缔约方的人所拥有或控制的企业。

第 10.11 条 透明度

1. 每一缔约方应设立或建立适当机制以答复利害关系人关于其与本章主题相关的法规的询问。⁸

2. 如一缔约方未能根据第 26.2.2 条(公布)就与本章相关法规提供事先通知和评论的机会，则其应在可行的限度内，以书面或

⁸ 设立或建立适当机制的义务的执行可能需要考虑小型行政机构的资源和预算限制。

the subject matter in this Chapter, it shall, to the extent practicable, provide in writing or otherwise notify interested persons of the reasons for not doing so.

3. To the extent possible, each Party shall allow reasonable time between publication of final regulations and the date when they enter into effect.

Article 10.12: Payments and Transfers⁹

1. Each Party shall permit all transfers and payments that relate to the cross-border supply of services to be made freely and without delay into and out of its territory.

2. Each Party shall permit transfers and payments that relate to the cross-border supply of services to be made in a freely usable currency at the market rate of exchange that prevails at the time of transfer.

3. Notwithstanding paragraphs 1 and 2, a Party may prevent or delay a transfer or payment through the equitable, non-discriminatory and good faith application of its laws¹⁰ that relate to:

- (a) bankruptcy, insolvency or the protection of the rights of creditors;
- (b) issuing, trading or dealing in securities, futures, options or derivatives;
- (c) financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities;
- (d) criminal or penal offences; or
- (e) ensuring compliance with orders or judgments in judicial or administrative proceedings.

Article 10.13: Other Matters

The Parties recognise the importance of air services in facilitating the expansion of trade and enhancing economic growth. Each Party may consider working with other Parties in appropriate fora toward liberalising air services, such as through agreements allowing air carriers to have flexibility to decide on their routing and frequencies.

⁹ For greater certainty, this Article is subject to Annex 9-E (Transfers).

¹⁰ For greater certainty, this Article does not preclude the equitable, non-discriminatory and good faith application of a Party's laws relating to its social security, public retirement or compulsory savings programmes.

其他方式通知利害关系人不提供的理由。

3. 在可能的限度内，每一缔约方应允许在最终法规的公布和生效日期之间给予一合理时间。

第 10.12 条 支付和转移⁹

1. 每一缔约方应允许所有与跨境服务提供相关的转移和支付自由进出其领土且无迟延。

2. 每一缔约方应允许与跨境服务提供相关的转移和支付使用自由流动货币按转移时的现行市场汇率进行。

3. 尽管有第 1 款和第 2 款，但是一缔约方可对下列情况通过公正、非歧视和善意适用其法律¹⁰以阻止或延迟转移或支付：

- (a) 破产、无力偿还债务或保护债权人的权利；
- (b) 证券、期货、期权或衍生品的发行、买卖或交易；
- (c) 在为协助执法或金融监管机关所必要时对转移进行财务报告或记录；
- (d) 刑事或刑事犯罪；或
- (e) 保证司法或行政程序的命令或判决得以遵守。

第 10.13 条 其他事项

缔约方认识到航空服务在便利贸易扩大和促进经济增长中的重要性。每一缔约方可考虑与其他缔约方在适当场合为开放航空服务开展工作，例如通过达成协议以允许航空承运人在决定航线和频率上具有灵活性。

⁹ 为进一步明确，本条需遵守附件 9-E(转移)。

¹⁰ 为进一步明确，本条不阻止公平、非歧视和善意适用一缔约方与社会保障、公共退休或强制储蓄计划相关的法律。

ANNEX 10-A**PROFESSIONAL SERVICES*****General Provisions***

1. Each Party shall consult with relevant bodies in its territory to seek to identify professional services when two or more Parties are mutually interested in establishing dialogue on issues that relate to the recognition of professional qualifications, licensing or registration.
2. Each Party shall encourage its relevant bodies to establish dialogues with the relevant bodies of other Parties, with a view to recognising professional qualifications, and facilitating licensing or registration procedures.
3. Each Party shall encourage its relevant bodies to take into account agreements that relate to professional services in the development of agreements on the recognition of professional qualifications, licensing and registration.
4. A Party may consider, if feasible, taking steps to implement a temporary or project specific licensing or registration regime based on a foreign supplier's home licence or recognised professional body membership, without the need for further written examination. That temporary or limited licence regime should not operate to prevent a foreign supplier from gaining a local licence once that supplier satisfies the applicable local licensing requirements.

Engineering and Architectural Services

5. Further to paragraph 3, the Parties recognise the work in APEC to promote the mutual recognition of professional competence in engineering and architecture, and the professional mobility of these professions, under the APEC Engineer and APEC Architect frameworks.
6. Each Party shall encourage its relevant bodies to work towards becoming authorised to operate APEC Engineer and APEC Architect Registers.
7. A Party shall encourage its relevant bodies operating APEC Engineer or APEC Architect Registers to enter into mutual recognition arrangements with the relevant bodies of other Parties operating those registers.

附件 10-A

专业服务

总则

1. 如两个或多个缔约方均有意就与承认专业资质、许可或注册相关的问题开展对话，则每一缔约方应与其领土内的相关机构进行磋商，以寻求确定专业服务。
2. 每一缔约方应鼓励其相关机构与其他缔约方的相关机构开展对话，以期承认专业资质并便利许可或注册程序。
3. 每一缔约方应鼓励其相关机构在形成关于承认专业资质、许可和注册的协议时，考虑与专业服务相关的协议。
4. 如可行，一缔约方可考虑采取步骤实施根据外国提供者在母国所获许可或经承认的专业机构会员资格的临时或特定项目许可或注册制度，而无需进行进一步书面考试。一旦该提供者满足适用的当地许可要求，该临时或有限许可制度即不得以阻止一外国提供者获得一当地许可的方式实施。

工程和建筑设计服务

5. 在第 3 款基础上，缔约方认识到在 APEC 工程师和 APEC 建筑师框架下，APEC 为促进工程和建筑设计专业能力的互认和促进这些领域的专业人员流动所开展的工作。
6. 每一缔约方应鼓励其相关机构为获得管理 APEC 工程师和 APEC 建筑师登记的授权而努力工作。
7. 一缔约方应鼓励其管理 APEC 工程师或 APEC 建筑师登记的相关机构与其他缔约方管理登记的相关机构达成互认安排。

Temporary Licensing or Registration of Engineers

8. Further to paragraph 4, in taking steps to implement a temporary or project-specific licensing or registration regime for engineers, a Party shall consult with its relevant professional bodies with respect to any recommendations for:

- (a) the development of procedures for the temporary licensing or registration of engineers of another Party to permit them to practise their engineering specialties in its territory;
- (b) the development of model procedures for adoption by the competent authorities throughout its territory to facilitate the temporary licensing or registration of those engineers;
- (c) the engineering specialties to which priority should be given in developing temporary licensing or registration procedures; and
- (d) other matters relating to the temporary licensing or registration of engineers identified in the consultations.

Legal Services

9. The Parties recognise that transnational legal services that cover the laws of multiple jurisdictions play an essential role in facilitating trade and investment and in promoting economic growth and business confidence.

10. If a Party regulates or seeks to regulate foreign lawyers and transnational legal practice, the Party shall encourage its relevant bodies to consider, subject to its laws and regulations, whether or in what manner:

- (a) foreign lawyers may practise foreign law on the basis of their right to practise that law in their home jurisdiction;
- (b) foreign lawyers may prepare for and appear in commercial arbitration, conciliation and mediation proceedings;
- (c) local ethical, conduct and disciplinary standards are applied to foreign lawyers in a manner that is no more burdensome for foreign lawyers than the requirements imposed on domestic (host country) lawyers;
- (d) alternatives for minimum residency requirements are provided for foreign lawyers, such as requirements that foreign lawyers disclose to clients their status as a foreign lawyer, or maintain professional

工程师的临时许可或注册

8. 在第 4 款基础上，在采取步骤实施工程师临时或特定项目许可或注册制度时，一缔约方还应就关于下列内容的任何建议与其相关专业机构进行磋商：

- (a) 为另一缔约方工程师的临时许可或注册制定程序，以允许其在其领土内从事工程专业执业；
- (b) 制定供其领土内主管机关采用的程序范本，以便利这些工程师的临时许可或注册；
- (c) 在制定临时注册或许可程序时应优先考虑的工程专业；以及
- (d) 在磋商中确定的与工程师临时许可或注册相关的其他事项。

法律服务

9. 缔约方认识到涵盖多个司法管辖区法律的跨国法律服务在便利贸易和投资及促进经济增长和提振商业信心方面发挥着重要作用。

10. 如一缔约方管理或寻求管理外国律师和跨国法律服务，则该缔约方应鼓励其相关机构在遵守其法律法规的前提下，考虑下列内容是否可行或以何种方式实现：

- (a) 外国律师可根据在其母国司法管辖范围内执业外国法律的权利执业该外国法律；
- (b) 外国律师可准备和出席商业仲裁、调解和斡旋程序；
- (c) 当地伦理、行为和纪律的标准以对外国律师施加的要求不严于对本国(东道国)律师施加要求的方式适用于外国律师；
- (d) 对外国律师规定最低居住要求的替代选项，例如要求外国律师向客户披露其外国律师身份，或维持专

- indemnity insurance or alternatively disclose to clients that they lack that insurance;
- (e) the following modes of providing transnational legal services are accommodated:
 - (i) on a temporary fly-in, fly-out basis;
 - (ii) through the use of web-based or telecommunications technology;
 - (iii) by establishing a commercial presence; and
 - (iv) through a combination of fly-in, fly-out and one or both of the other modes listed in subparagraphs (ii) and (iii);
 - (f) foreign lawyers and domestic (host country) lawyers may work together in the delivery of fully integrated transnational legal services; and
 - (g) a foreign law firm may use the firm name of its choice.

Professional Services Working Group

11. The Parties hereby establish a Professional Services Working Group (Working Group), composed of representatives of each Party, to facilitate the activities listed in paragraphs 1 through 4.

12. The Working Group shall liaise, as appropriate, to support the Parties' relevant professional and regulatory bodies in pursuing the activities listed in paragraphs 1 through 4. This support may include providing points of contact, facilitating meetings and providing information regarding regulation of professional services in the Parties' territories.

13. The Working Group shall meet annually, or as agreed by the Parties, to discuss progress towards the objectives in paragraphs 1 through 4. For a meeting to be held, at least two Parties must participate. It is not necessary for representatives of all Parties to participate in order to hold a meeting of the Working Group.

14. The Working Group shall report to the Commission on its progress and on the future direction of its work, within two years of the date of entry into force of this Agreement.

15. Decisions of the Working Group shall have effect only in relation to those Parties that participated in the meeting at which the decision was taken, except if:

业人员赔偿保险或向客户披露其无该保险；

- (e) 接受下列提供跨国法律服务的模式：
 - (i) 在临时“飞进飞出”基础上；
 - (ii) 通过使用基于网络的技术或电信技术；
 - (iii) 通过设立商业存在；以及
 - (iv) “飞进飞出”与(ii)目和(iii)目中所列其他一种或两种模式相结合；
- (f) 外国律师和本国(东道国)律师可在交付完全整合的跨国法律服务中一同工作；以及
- (g) 外国律师事务所可选择使用其律所名称。

专业服务工作组

11. 缔约方特此设立专业服务工作组(工作组)，由每一缔约方的代表组成，以便利第 1 款至第 4 款中所列活动。

12. 工作组应酌情相互联系，以支持缔约方相关专业和监管机构开展第 1 款至第 4 款中所列活动。此种支持可包括提供联络点、便利会议召开以及提供关于缔约方领土内专业服务法规的信息。

13. 工作组应每年召开会议，或按缔约方所议定的时间召开会议，以讨论实现第 1 款至第 4 款中目标的进展情况。为能召开会议，至少两个缔约方必须参加。召开工作组会议不需要所有缔约方的代表均参加。

14. 工作组应在本协定生效之日起 2 年内向自贸协定委员会报告其进展和未来工作方向。

15. 工作组的决定应仅对出席作出该决定的会议的缔约方生效，除非：

- (a) otherwise agreed by all Parties; or
- (b) a Party that did not participate in the meeting requests to be covered by the decision and all Parties originally covered by the decision agree.

- (a) 所有缔约方另有议定；或
- (b) 未出席会议的一缔约方要求适用该决定且所有原本适用该决定的缔约方同意。

ANNEX 10-B

EXPRESS DELIVERY SERVICES

1. For the purposes of this Annex, **express delivery services** means the collection, transport and delivery of documents, printed matter, parcels, goods or other items, on an expedited basis, while tracking and maintaining control of these items throughout the supply of the service. Express delivery services do not include air transport services, services supplied in the exercise of governmental authority, or maritime transport services.¹¹
2. For the purposes of this Annex, **postal monopoly** means a measure maintained by a Party making a postal operator within the Party's territory the exclusive supplier of specified collection, transport and delivery services.
3. Each Party that maintains a postal monopoly shall define the scope of the monopoly on the basis of objective criteria, including quantitative criteria such as price or weight thresholds.¹²
4. The Parties confirm their desire to maintain at least the level of market openness for express delivery services that each provides on the date of its signature of this Agreement. If a Party considers that another Party is not

¹¹ For greater certainty, express delivery services does not include: (a) for Australia, services reserved for exclusive supply by Australia Post as set out in the *Australian Postal Corporation Act 1989* and its subordinate legislation and regulations; (b) for Brunei Darussalam, reserved exclusive rights for collection and delivery of letters by the Postal Services Department as set out in the *Post Office Act* (Chapter 52 of the Laws of Brunei), the Guidelines to Application of License for the Provision of Local Express Letter Service (2000) and the Guidelines to Application of License for the Provision of International Express Letter Service (2000); (c) for Canada, services reserved for exclusive supply by Canada Post Corporation as set out in the *Canada Post Corporation Act* and its regulations; (d) for Japan, correspondence delivery services within the meaning of the *Law Concerning Correspondence Delivery Provided by Private Operators* (Law No. 99, 2002) other than special correspondence delivery services as set out in Article 2, paragraph 7 of the law; (e) for Malaysia, reserved exclusive rights for collection and delivery of letters by Pos Malaysia as provided for under the *Postal Services Act 2012*; (f) for Mexico, mail services reserved for exclusive supply by the Mexican Postal Service as set out in the Mexican Postal laws and regulations, as well as motor carrier freight transportation services, as set forth in Title III of the *Roads, Bridges, and Federal Motor Carrier Transportation Law* and its regulations; (g) for New Zealand, the fastpost service and equivalent priority domestic mail services; (h) for Singapore, postal services as set out in the *Postal Services Act* (Cap 237A, 2000 Rev Ed) and certain express letter services which are administered under the Postal Services (Class License) Regulations 2005; (i) for the United States, delivery of letters over post routes subject to 18 U.S.C. 1693–1699 and 39 U.S.C. 601–606, but does include delivery of letters subject to the exceptions therein; and (j) for Viet Nam, reserved services as set out in Viet Nam Postal Law and relevant legal documents.

¹² For greater certainty, the Parties understand that the scope of Chile's postal monopoly is defined on the basis of objective criteria by Decree 5037 (1960) and the ability of suppliers to supply delivery services in Chile is not limited by this Decree.

附件 10-B

快递服务

1. 就本附件而言，**快递服务**指对文件、印刷品、包裹、货物或其他物品在快速基础上的揽收、运输和投递，同时在提供服务的整个过程中对这些物品进行跟踪并保持控制。快递服务不包括航空运输服务、行使政府职权时提供的服务，或海上运输服务。¹¹
2. 就本附件而言，**邮政垄断**指缔约方维持的使该缔约方领土内一邮政经营者成为特定揽收、运输和投递服务的独家提供者的措施。
3. 维持邮政垄断的每一缔约方应根据客观标准规定垄断范围，包括数量标准，例如价格或最低重量标准。¹²
4. 缔约方确认其期望至少维持其在签署本协定之日针对快递服务的市场开放程度。如一缔约方认为另一缔约方未维持此种市场开放程度，则其可请求进行磋商。另一缔约方应提供充分的磋

¹¹ 为进一步明确，快递服务不包括：(a)对于澳大利亚，如《1989 年澳大利亚邮政企业法》及附属立法和法规中所列，为澳大利亚邮政保留的专营服务；(b)对于文莱达鲁萨兰国，如《邮政局法》(文莱法第 52 章)、《2000 年提供本地快递信件服务许可申请指南》以及《2000 年提供国际快递信件服务许可申请指南》中所列，邮政服务部保留的信件揽收和投递专营权；(c)对于加拿大，如《加拿大邮政企业法》及其法规中所列，为加拿大邮政企业保留的专营服务；(d)对于日本，属《私人经营者提供信件投递服务法》(2002 年第 99 号法)范围的信件投递服务，该法第 2 条第 7 款中所列特殊通信投递服务除外；(e)对于马来西亚，按《2012 年邮政服务法》项下所规定的，为马来西亚邮政保留的信件揽收和投递服务专营权；(f)对于墨西哥，如墨西哥邮政法律法规中所列，为墨西哥邮政服务专门保留的邮件服务专营权，以及如《道路、桥梁和联邦汽车运输法》第三章及其法规中所列的汽车货运服务；(g)对于新西兰，特快专递服务和同等优先的国内邮件服务；(h)对于新加坡，《2000 年邮政服务法》(第 237A 章，2000 年修订版)中所列的邮政服务及根据 2005 年的邮政服务(类别执照)法规管理的某些信件快递服务；(i)对于美国，通过《美国法典》第 18 编第 1693-1699 节和第 39 编第 601-606 节所管辖邮路的信件投递服务，但不包括属其中例外的信件投递；以及(j)对于越南，如《越南邮政法》及相关法律文件中所列的保留服务。

¹² 为进一步明确，缔约方理解智利的邮政垄断范围根据《1960 年第 5037 号法令》的客观标准界定，且在智利的投递服务提供者的能力不受该法令限制。

maintaining that level of market openness, it may request consultations. The other Party shall afford adequate opportunity for consultations and, to the extent possible, provide information in response to inquiries regarding the level of market openness and any related matter.

5. No Party shall allow a supplier of services covered by a postal monopoly to cross-subsidise its own or any other competitive supplier's express delivery services with revenues derived from monopoly postal services.¹³

6. Each Party shall ensure that any supplier of services covered by a postal monopoly does not abuse its monopoly position to act in the Party's territory in a manner inconsistent with the Party's commitments under Article 9.4 (National Treatment), Article 10.3 (National Treatment) or Article 10.5 (Market Access) with respect to the supply of express delivery services.¹⁴

7. No Party shall:

- (a) require an express delivery service supplier of another Party, as a condition of authorisation or licensing, to supply a basic universal postal service; or
- (b) assess fees or other charges exclusively on express delivery service suppliers for the purpose of funding the supply of another delivery service.¹⁵

8. Each Party shall ensure that any authority responsible for regulating express delivery services is not accountable to any supplier of express delivery services, and that the decisions and procedures that the authority adopts are impartial, non-discriminatory and transparent with respect to all express delivery service suppliers in its territory.

¹³ In the case of Viet Nam, this obligation shall not apply until three years after the date of entry into force of this Agreement for it. During this period, if a Party considers that Viet Nam is allowing such cross-subsidisation, it may request consultations. Viet Nam shall afford adequate opportunity for consultations and, to the extent possible, shall provide information in response to inquiries regarding the cross-subsidisation.

¹⁴ For greater certainty, a supplier of services covered by a postal monopoly that exercises a right or privilege incidental to or associated with its monopoly position in a manner that is consistent with the Party's commitments listed in this paragraph with respect to express delivery services is not acting in a manner inconsistent with this paragraph.

¹⁵ This paragraph shall not be construed to prevent a Party from imposing non-discriminatory fees on delivery service suppliers on the basis of objective and reasonable criteria, or from assessing fees or other charges on the express delivery services of its own supplier of services covered by a postal monopoly.

商机，且在可能的限度内，对关于市场开放程度及任何相关事项的询问提供信息。

5. 任何缔约方不得允许邮政垄断所涵盖的服务提供者用其通过邮政垄断服务获得的营业收入交叉补贴自己的快递服务或任何其他竞争提供者的快递服务提供。¹³

6. 每一缔约方应保证邮政垄断所涵盖的任何服务提供者对于快递服务提供不在该缔约方领土内以不符合该缔约方在第 9.4 条(国民待遇)、第 10.3 条(国民待遇)或第 10.5 条(市场准入)下承诺的方式滥用其垄断地位。¹⁴

7. 任何缔约方不得：

- (a) 要求另一缔约方的快递服务提供者提供一基本普遍邮政服务作为授权或许可的条件；或
- (b) 为资助另一投递服务而专门对快递服务提供者收取规费或其他费用。¹⁵

8. 每一缔约方应保证负责监管快递服务的任何机构不受制于任何快递服务提供者，且该机构对其领土内的所有快递服务提供者所作出的决定和实施的程序是公正、非歧视和透明的。

¹³ 对于越南，这一义务在本协定对其生效之日后 3 年内不得对其适用。在此期间，如一缔约方认为越南允许使用交叉补贴，则其可请求进行磋商。越南应提供充分的磋商机会，并在可能的限度内，应对关于交叉补贴的询问提供信息。

¹⁴ 为进一步明确，一邮政垄断所涵盖的一服务提供者以符合该缔约方在本款中所列有关快递服务承诺的方式行使其垄断地位所附带的或有关的权利或特权不属于以与不符合本款的方式行使权利或特权。

¹⁵ 本款不得解释为限制一缔约方根据客观和合理标准对快递服务提供者收取非歧视性费用，或一邮政垄断所涵盖的其自己的服务提供者收取快递服务规费或其他费用。

ANNEX 10-C**NON-CONFORMING MEASURES RATCHET MECHANISM**

Notwithstanding Article 10.7.1(c) (Non-Conforming Measures), for Viet Nam for three years after the date of entry into force of this Agreement for it:

- (a) Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access) and Article 10.6 (Local Presence) shall not apply to an amendment to any non-conforming measure referred to in Article 10.7.1(a) (Non-Conforming Measures) to the extent that the amendment does not decrease the conformity of the measure, as it existed at the date of entry into force of this Agreement for Viet Nam, with Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access) or Article 10.6 (Local Presence);
- (b) Viet Nam shall not withdraw a right or benefit from a service supplier of another Party, in reliance on which the service supplier has taken any concrete action,¹⁶ through an amendment to any non-conforming measure referred to in Article 10.7.1(a) (Non-Conforming Measures) that decreases the conformity of the measure as it existed immediately before the amendment; and
- (c) Viet Nam shall provide to the other Parties the details of any amendment to any non-conforming measure referred to in Article 10.7.1(a) (Non-Conforming Measures) that would decrease the conformity of the measure, as it existed immediately before the amendment, at least 90 days before making the amendment.

¹⁶ Concrete action includes the channelling of resources or capital in order to establish or expand a business and applying for permits and licenses.

附件 10-C

不符措施棘轮机制

尽管有第 10.7.1 条(c)项 (不符措施), 但是对于越南, 在本协定对其生效之日后 3 年:

- (a) 第 10.3 条(国民待遇)、第 10.4 条(最惠国待遇)、第 10.5 条(市场准入)和第 10.6 条(当地存在)不得适用于对第 10.7.1 条(a)项(不符措施)中所指的任何不符措施的修正, 只要与该措施在本协定对越南生效之日的情况相比, 该修正未降低该措施与第 10.3 条(国民待遇)、第 10.4 条(最惠国待遇)、第 10.5 条(市场准入)或第 10.6 条(当地存在)的相符程度;
- (b) 越南不得通过对第 10.7.1 条(a)项(不符措施)中所指的任何不符措施进行修正而撤回一服务提供者已据以采取任何具体行动¹⁶的一权利或利益, 如与该措施在紧接修正前的情况相比, 该修正可降低该措施的相符程度; 以及
- (c) 越南应至少在作出修正前 90 天向其他缔约方提供对第 10.7.1 条(a)项(不符措施)中所指的对任何不符措施所作任何修正的细节, 如与该措施在紧接修正前的情况相比, 该修正会降低该措施的相符程度。

¹⁶ 具体行动包括引导资源或资金以建立或扩大经营, 并申请许可和执照。