

AGREEMENT
BETWEEN NEW ZEALAND AND SINGAPORE
ON A
CLOSER ECONOMIC PARTNERSHIP

New Zealand and Singapore ("the Parties"),

Conscious of their longstanding friendship and growing trade and investment relationship;

Conscious that open, transparent and competitive markets are the key drivers of economic efficiency, innovation, wealth creation and consumer welfare;

Recognising the importance of ongoing liberalisation of trade in goods and services at the multilateral level;

Aware of the growing importance of trade and investment for the economies of the Asia-Pacific region;

Confirming their rights, obligations and undertakings under the Marrakesh Agreement Establishing the World Trade Organisation, and other multilateral, regional and bilateral agreements and arrangements;

Confirming their commitment to achieving the Asia-Pacific Economic Cooperation (APEC) goals of free and open trade and investment;

Recognising their commitment to securing trade liberalisation and an outward-looking approach to trade and investment;

Confirming their shared commitment to trade facilitation through removing or reducing technical, sanitary and phytosanitary barriers to the movement of goods between New Zealand and Singapore;

Desiring to encourage greater international alignment of standards and regulations;

Mindful that liberalised trade in goods and services will assist the expansion of trade and investment flows, raise the standard of living, and create new employment opportunities in their respective territories;

Recognising their right to regulate, and to introduce new regulations on the supply of services and on investment in order to meet national policy objectives;

Conscious that a clearly established and secure framework of rules for trade in goods and services and for investment will provide confidence to their

businesses to take investment and planning decisions, lead to a more effective use of resources, and increase capacity to contribute to economic development and prosperity through international exchanges and the promotion of closer links with other economies, especially in the APEC region;

Recognising the need for good corporate governance and a predictable, transparent and consistent business environment, so that businesses can conduct transactions freely, use resources efficiently and effectively and obtain rewards for innovation;

Have agreed as follows:

PART 1: OBJECTIVES AND GENERAL DEFINITIONS

Article 1

Objectives

The objectives of New Zealand and Singapore in concluding this Agreement are:

- a) to strengthen their bilateral relationship through the establishment of a closer economic partnership;
- b) to liberalise bilateral trade in goods and services and to establish a framework conducive to bilateral investments;
- c) to support the wider liberalisation process in APEC and in particular the efforts of all APEC economies to meet the Bogor goals of free and open trade and investment by 2010 at the latest for industrialised economies and 2020 at the latest for developing economies;
- d) to support the World Trade Organisation (WTO) in its efforts to create a predictable, freer and more open global trading environment;
- e) to improve the efficiency and competitiveness of their goods and services sectors and expand trade and investment between each other;
- f) to establish a framework of transparent rules to govern trade and investment between them; and
- g) to accord fair and equitable treatment and protection to bilateral investments.

Article 2

General Definitions

For the purposes of this Agreement:

- a) "days" means calendar days, including weekends and holidays;
- b) "goods" and "products" shall be understood to have the same meaning, unless the context otherwise requires.

PART 2: COMPETITION

Article 3

Competition

1 The Parties recognise the strategic importance of creating and maintaining open and competitive markets which maximise total welfare. The Parties shall endeavour to implement the APEC Principles to Enhance Competition and Regulatory Reform with a view to protecting the competitive process rather than competitors and ensuring that the design of regulation recognises options that minimise distortions to competition.

2 Each Party shall endeavour to ensure that under this Agreement impediments to trade and investment shall be reduced or removed through:

- a) application of fair competition principles to economic activities, including private and public business activities;
- b) application of competition and regulatory principles in a manner that does not discriminate between or among economic entities in like circumstances;
- c) reduction of transaction and compliance costs for business; and
- d) promotion of effective regulatory coordination across borders.

3 The Parties agree that they shall effectively protect the competitive process across their economies as follows:

- a) they shall endeavour to consult and cooperate in the development of any new competition measures, whether these are specific or of general application;
- b) where there are regulatory authorities responsible for competition they shall be adequately resourced to carry out their functions, including effective non-discriminatory enforcement;
- c) where there are regulatory authorities responsible for competition, they shall endeavour to exchange information and explore the scope for further cooperation between them, with particular emphasis on transactions or conduct in one that has competition effects in the other's market, or in both Parties' markets.

PART 3: TRADE IN GOODS

Article 4

Tariffs

Each Party shall eliminate all tariffs on goods originating in the other Party as of the date of entry into force of this Agreement. All tariffs on goods originating in either Party shall remain free after that date.

Article 5

Rules of Origin¹

1 Goods exported from one Party to the other Party, or which entered the commerce of Australia only for the purpose of unloading and reloading, shall be treated as goods originating in the first Party if these goods are:

a) wholly produced or obtained in that Party;

or

b) partly manufactured in that Party, subject to the following conditions:

(i) the last process of manufacture of the goods was performed in the territory of that Party; and

either

(ii) the expenditure on one or more of the items set out below is not less than 40 per cent of the factory or works cost of such goods in their finished state:

A) materials, including inner containers, that originate in one or both Parties; or

B) costs referred to in paragraph 2 incurred in one or both Parties; or

C) partly on such materials, including inner containers, and partly on costs referred to in paragraph 2 incurred in one or both Parties;

or

(iii) where the goods do not contain any other qualifying area content, the expenditure on quality control checking and testing procedures is not less than 50 per cent of the factory or works cost of the goods in their finished state.

2 The costs referred in paragraph 1(b)(ii)(B) and (C) shall be the sum of costs of materials (excluding customs, excise or other duties), in the form in which they are received at the factory or works, as well as labour and overheads. It shall not include any profit or marketing cost elements of the

¹ This Article shall be read in conjunction with the Explanatory Notes contained in Annex 1.

goods in their finished state. The process of packaging by itself shall not confer origin.

3 Where a Party considers that, in relation to particular goods partly manufactured in its territory, the application of paragraph 1(b)(ii) and (iii) is inappropriate, then that Party may request in writing consultation with the other Party to determine a suitable proportion of the factory or works cost or quality control checking and testing procedures cost different from that provided in paragraph 1(b)(ii) and (iii). The Parties shall consult promptly and may mutually determine for such goods a proportion of the factory or works cost or quality control checking and testing procedures cost different from that provided in paragraph 1(b)(ii) and (iii).

4 Both Customs administrations shall require certification from the manufacturer for the importation of a good into their respective territories for which an importer claims preferential treatment. For the importation of a good into Singapore, certification shall be required in a prescribed form.

5 Verification of importers' declarations:

- a) where an importing Party has reasonable grounds to believe that any importer of a good from the exporting Party has failed to submit adequate, true and accurate particulars relating to the claim for tariff preferences under Part 3, it may either deny such preferential access, or request the exporting Party to verify the claim of tariff preference made by the importer;
- b) where a request has been made to the exporting Party to verify a claim of tariff preference made by the importer, the exporting Party shall endeavour to take all necessary measures to confirm any such particulars declared in the clearance of those goods by the importer;
- c) if such a verification is unsatisfactory or when the exporting Party is unable to provide the verification, the importing Party may, upon informing the exporting Party and with the knowledge of the importer concerned and with the consent of the exporter or supplier or manufacturer concerned, visit the exporter or supplier or manufacturer concerned for the purpose of verifying the preference claim. If no consent is given by the exporter or supplier or manufacturer concerned, the importing Party may disallow the tariff preference that may be available under this Part;
- d) if the verification provided by the exporting Party or carried out by the importing Party with the exporter or supplier or manufacturer concerned:
 - (i) shows inadequate evidence of entitlement, the importing Party may disallow the tariff preference that may be available under this Part;or
 - (ii) substantiates the claim, the importing Party shall allow preferential entry.

6 During the biennial reviews of the operation of this Agreement provided for in Article 68, and earlier if so agreed, the Parties undertake to review these rules of origin, including the requirements necessary for goods to benefit from this Agreement, with a view to improving bilateral trade flows.

Article 6

Non-Tariff Measures

1 Except as otherwise provided for in this Agreement, neither Party shall adopt or maintain any prohibition or restriction on the importation of any good of the other Party or on the export or sale for export of any good destined for the territory of the other Party.

2 The Parties agree that procedures, fees and formalities imposed in connection with import and export shall be imposed in a manner consistent with their WTO obligations.

Article 7

Subsidies²

1 The Parties agree to prohibit export subsidies³ on all goods including agricultural products.

2 If either Party grants or maintains any subsidy, which operates to increase exports of any product from, or to reduce imports of any product into, its territory, it shall notify the other Party of the extent and nature of the subsidisation, of the estimated effect of the subsidisation on the quantity of the affected product or products imported into or exported from its territory and of the circumstances making the subsidisation necessary. In any case in which it is determined that serious prejudice to the interests of the other Party is caused or threatened by any subsidisation, the Party granting the subsidy shall, upon request, discuss with the other Party the possibility of limiting the subsidisation. This paragraph shall be applied in conjunction with the relevant applicable provisions of the General Agreement on Tariffs and Trade 1994 (GATT 1994) and the WTO Agreement on Subsidies and Countervailing Measures (WTO SCM Agreement).

3 The Parties reaffirm their commitment to abide by the provisions of the WTO SCM Agreement in respect of actionable subsidies⁴.

4 Each Party shall seek to avoid causing adverse effects to the interests of the other Party in terms of Article 5 of the WTO SCM Agreement.

Article 8

Safeguard Measures

Neither Party shall take safeguard measures⁵ against goods originating in the other Party from the date of entry into force of this Agreement.

Article 9

² For the purposes of this Agreement, a subsidy is as defined in Article 1.1 of the WTO Agreement on Subsidies and Countervailing Measures.

³ "Export subsidies" means subsidies as defined by Article 3 of the WTO Agreement on Subsidies and Countervailing Measures with the additional provision that, for the purposes of this Agreement, that definition extends also to all agricultural products.

⁴ "Actionable subsidies" are subsidies referred to as such in the relevant provisions of the WTO SCM Agreement.

⁵ "Safeguard measures" means those measures falling within the ambit of the WTO Agreement on Safeguards.

Anti-Dumping

1 Both Parties are Members of the WTO Agreement on Implementation of Article VI of the GATT 1994 (WTO Anti-Dumping Agreement). For the purposes of trade between the Parties, the following changes are agreed in terms of implementation of the WTO Anti-Dumping Agreement in order to bring greater discipline to anti-dumping investigations and to minimise the opportunities to use anti-dumping in an arbitrary or protectionist manner:

- a) the de minimis dumping margin of 2 per cent expressed as a percentage of the export price below which no anti-dumping duties can be imposed provided for in Article 5.8 of the WTO Anti-Dumping Agreement is raised to 5 per cent;
- b) the new de minimis margin of 5 per cent established in sub-paragraph (a) is applied not only in new cases but also in refund and review cases;
- c) the maximum volume of dumped imports from the exporting Party which shall normally be regarded as negligible under Article 5.8 of the WTO Anti-Dumping Agreement is increased from 3 per cent to 5 per cent of imports of the like product in the importing Party. Existing cumulation provisions under Article 5.8 continue to apply;
- d) the time frame to be used for determining the volume of dumped imports under the preceding sub-paragraphs shall be representative of the imports of both dumped and non-dumped goods for a reasonable period. Such reasonable period shall normally be at least 12 months;
- e) the period for review and/or termination of anti-dumping duties provided for in Article 11.3 of the WTO Anti-Dumping Agreement is reduced from five years to three years.

2 Notification procedures shall be as follows:

- a) immediately following the acceptance of a properly documented application from an industry in one Party for the initiation of an anti-dumping investigation in respect of goods from the other Party, the Party that has accepted the properly documented application shall immediately inform the other Party;
- b) where a Party considers that in accordance with Article 5 of the WTO Anti-Dumping Agreement there is sufficient evidence to justify the initiation of an anti-dumping investigation, it shall give written notice to the other Party in accordance with Article 12.1 of that Agreement, and observe the requirements of Article 17.2 of that Agreement concerning consultations.

PART 4: CUSTOMS PROCEDURES

Article 10

Scope

This Part shall apply to customs procedures required for clearance of goods traded between the two Parties, in accordance with their national laws, rules and regulations.

Article 11

General Provisions

1 The Parties recognise that the objectives of this Agreement may be promoted by the simplification of customs procedures for their bilateral trade.

2 Customs procedures of both Parties shall conform where possible with the standards and recommended practices of the World Customs Organisation.

3 The Customs administrations of both Parties shall actively work together to develop mutually beneficial solutions to minimise risks and to maximise opportunities for facilitating customs clearances. In this regard, the Customs administrations shall consider negotiating an arrangement on detailed areas of future co-operation within 1 year from the date of entry into force of this Agreement.

4 The Customs administrations of both Parties shall periodically review customs procedures with a view to their further simplification.

Article 12

Paperless Trading

With a view to implementing the APEC Blueprint for Action on Electronic Commerce, in particular the Paperless Trading Initiative, the Customs administrations of both Parties shall have in place by the date of entry into force of this Agreement an electronic environment that supports electronic business applications between each Customs administration and its trading community.

Article 13

Risk Management

1 In order to facilitate the clearance of low risk transactions, the Parties agree that customs compliance activities should be focused on high risk goods and travellers. Accordingly, each Party undertakes that compliance activities at the time of entry shall not normally exceed 10 per cent of total customs transactions.

2 The Parties shall not use a threshold value of goods as a sole basis for the selection of goods for customs inspection.

PART 5: SERVICES

Article 14

General Undertaking

The Parties undertake to expand trade in services on a mutually advantageous basis, under conditions of transparency and progressive liberalisation through successive reviews, with the aim of securing an overall balance of rights and obligations, while recognising the rights of both Parties to regulate, and to introduce new regulations, giving due respect to national policy objectives including where these reflect local circumstances.

Article 15

Scope

- 1 This Part shall apply to measures by Parties affecting trade in services.
- 2 New services, including new financial services, shall be considered for possible incorporation into this Agreement at future reviews held in accordance with Article 68, 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.
- 3 In financial services, notwithstanding any other provisions of this Agreement, a Party shall not be prevented from taking measures for prudential reasons, including for the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by a financial service supplier or to ensure the integrity and stability of the financial system. Where such measures do not conform with the provisions of this Agreement, they shall not be used as a means of avoiding that Party's commitments or obligations hereunder.
- 4 Government procurement of services shall be governed by Part 8.

Article 16

Definitions

For the purposes of this Agreement:

- a) "measure" means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action or any other form;
- b) "supply of a service" includes the production, distribution, marketing, sale and delivery of a service;
- c) "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 those 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;
- d) "commercial presence" means any type of business or professional establishment, including through
 - (i) the constitution, acquisition or maintenance of a legal 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;
- e) "sector" of a service means,
 - (i) with reference to a specific commitment, one or more, or all, subsectors of that service, as specified in a Party's schedule of commitments;
 - (ii) otherwise, the whole of that service sector, including all of its subsectors;
- f) "service supplier" means any person that supplies a service⁶;
- g) "service consumer" means any person that receives or uses a service;
- h) "service of the other Party" means a service which is supplied

⁶ Where the service is not supplied directly by a legal person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e. the legal person) shall, nonetheless, through such presence be accorded the treatment provided for service suppliers under the Agreement. 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.

- (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 that 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;
- i) "person" means either a natural person or a legal person;
- j) "natural person of the other Party" means a natural person who resides in the territory of that other Party or elsewhere and who under the law of that other Party:
 - (i) is a national of that other Party; or
 - (ii) has the right of permanent residence in that other Party, in the case of a Party which accords substantially the same treatment to its permanent residents as it does to its nationals in respect of measures affecting trade in services, provided that that Party is not obligated to accord to such permanent residents treatment more favourable than would be accorded by the other Party to such permanent residents;
- k) "legal person" means any legal entity duly constituted or otherwise organized under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;
- l) "monopoly supplier of a service" means any person, public or private, which in the relevant market of the territory of a Party is authorized or established formally or in effect by that Party as the sole supplier of that service;
- m) a "financial service supplier" means any natural or legal person of a Party wishing to supply or supplying financial services but the term "financial service supplier" does not include a public entity. "Public entity" means:
 - (i) a government, central bank or a monetary authority of a Party or an entity owned or controlled by a Party that is principally engaged in carrying out governmental functions or activities for governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms; or
 - (ii) a private entity, performing functions normally performed by a central bank or monetary authority when exercising those functions;
- n) "trade in services" means the supply of a service:
 - (i) from the territory of one Party into the territory of the other Party ("cross border mode");

- (ii) in the territory of one Party to the service consumer of the other Party ("consumption abroad mode");
 - (iii) by a service supplier of one Party, through commercial presence in the territory of the other Party ("commercial presence mode");
 - (iv) by a service supplier of one Party, through presence of natural persons of that Party in the territory of the other Party ("presence of natural persons mode");
- o) "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;
- p) "services" includes any service in any sector except services supplied in the exercise of governmental authority;
- q) "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 services suppliers;
- r) in the case of financial services, "services supplied in the exercise of governmental authority" means the following:
- (i) activities conducted by a central bank or monetary authority or by any other public entity in pursuit of monetary or exchange rate policies;
 - (ii) activities forming part of a statutory system of social security or public retirement plans; and
 - (iii) other activities conducted by a public entity for the account or with the guarantee or using the financial resources of the Government.
- If a Party allows any of the activities referred to in sub-paragraphs (ii) or (iii) of this paragraph to be conducted by its financial service suppliers in competition with a public entity or a financial service supplier, "services" shall include such activities;
- s) "new financial services" means a service of a financial nature, including services related to existing and new products or the manner in which a product is delivered, that is not supplied by any financial service supplier in the territory of one Party but is supplied in the territory of the other Party.

Article 17

Market Access

1 With respect to market access through the modes of supply identified in Article 16(n), 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 commitments⁷.

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 sub-division or on the basis of its entire territory, unless otherwise specified in its schedule of 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 test⁸;
- 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 18

National Treatment

⁷ 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 16(n)(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 16(n)(iii), it is thereby committed to allow related transfers of capital into its territory.

⁸ Paragraph 2(c) does not cover measures of a Party which limit inputs for the supply of services.

1 In the sectors in its schedule of commitments, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers.

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

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

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

Article 19

Additional Commitments

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 17 and 18, including those regarding qualifications, standards or licensing matters. Such commitments shall be entered in a Party's schedule of commitments.

Article 20

Specific Commitments

1 Each Party has set out an initial schedule of the specific commitments it undertakes in accordance with the objective of liberalisation of trade in most services by the date of entry into force of this Agreement.

2 Each Party's schedule of commitments shall clearly specify:

- a) the sectors/subsectors in which commitments are undertaken;
- b) any terms, limitations and conditions on market access;
- c) any conditions and qualifications on national treatment; and
- d) any additional commitments.

3 The schedules of commitments shall be annexed to this Agreement as Annex 2 and shall form an integral part thereof.

4 As part of the reviews of this Agreement provided for in Article 68, the Parties undertake to review their schedules of commitments at least every two years, but earlier if so agreed, and progressively to expand these initial commitments as well as expand market access and/or national treatment between them in accordance with the APEC objective of free and open trade in services by 2010. The first review shall include telecommunications, postal services, credit reporting services and disaster insurance.

5 Trade in a particular number of services sectors and measures affecting trade in services may not be fully liberalised by 1 January 2010 notwithstanding paragraph 4. When it appears this shall be the case, the Parties agree to meet no later than 1 January 2008 to identify a list of such services sectors and measures. This list shall be set out in an exchange of letters between the Parties. The Parties shall consult on a mutually acceptable solution for these sectors and measures and such consultations shall continue for as long as it takes to achieve that solution. The solution may include agreement on a longer timeframe for liberalisation. This provision shall continue to apply after 1 January 2010.

6 The reviews referred to in paragraph 4 shall also examine limitations on market access and/or national treatment entered in the Parties' schedules of commitments in accordance with the objective identified in that paragraph.

7 A Party may, upon reasonable notice of at least three months, propose a modification of a commitment in its schedule of commitments by written notification to the other Party. In proposing such a modification, the Party concerned shall also propose a means by which the overall level of commitments undertaken by that Party under the Agreement shall be maintained. On receiving such written notification, the other Party may request consultations regarding the proposed modification aimed at ensuring an overall balance of benefits under the Agreement is maintained, and if such consultations fail to achieve a satisfactory solution, the matter shall be dealt with in accordance with Part 10.

Article 21

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 The Parties shall jointly review the results of the negotiations on disciplines for certain regulations, including qualification requirements and procedures, technical standards and licensing requirements, pursuant to Article VI.4 of the General Agreement on Trade in Services (GATS) with a view to their incorporation into this Agreement. 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.

3 Until the incorporation of disciplines developed pursuant to paragraph 2, in 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 2(a), (b) or (c); and
- b) could not reasonably have been expected of that Party at the time the specific commitments in those sectors were made.

4 Whenever a domestic regulation is prepared, adopted and applied in accordance with international standards applied by both Parties, it shall be rebuttably presumed to comply with the provisions of this Article.

Article 22

Professional Qualifications and Registration

1 With a view to ensuring that measures relating to professional⁹ qualification and registration requirements and procedures do not constitute unnecessary barriers to trade in services between them, the Parties agree to have identified by the date of entry into force of this Agreement priority areas to

⁹Illustrative list of professions:

Professions include, but are not limited to:

Lawyers, legal executives, conveyancers; accountants, auditors, book keepers, tax agents; architects; landscape architects; engineers; doctors; dentists, dental technicians; veterinarians and veterinary nurses; midwives, nurses, physiotherapists and paramedical personnel, including acupuncturists, chiropractors, homeopaths, medical laboratory scientists and technicians, nutritionists, optometrists and dispensing opticians, pharmacists, psychologists, occupational therapists, radiographers, speech therapists; information technology designers, programmers, analysts and technicians; statisticians, surveyors, geologists, geophysicists, cartographers; management consultants; scientific and technical consultants and researchers; educationalists, at the following levels: preschool, primary, secondary, tertiary, adult and other; environmental services consultants; financial services consultants, actuaries and economists; hospital and residential health facility managers and consultants; airline pilots.

Neither Party is precluded from raising any service supplier's occupation under this Article.

address with respect to the recognition of professional qualifications or registration. In identifying initial priority areas, the Parties agree to focus on sectors where specific commitments have been undertaken, and subject to the terms, limitations, conditions, or qualifications set out therein. Thereafter the Parties shall endeavour to consider sectors where no specific commitments have been undertaken.

2 The Parties agree to facilitate the establishment of dialogue between experts in these priority areas with a view to the achievement of early outcomes on recognition of professional qualifications or registration in these areas.

3 Such recognition may be achieved through recognition of regulatory outcomes, recognition of professional qualifications awarded by one Party as a means of complying with the regulatory requirements of the other Party (whether accorded unilaterally or by mutual arrangement) or by other recognition arrangements which might be agreed between the Parties.

4 The priority areas for further work on professional recognition requirements and the recognition outcomes achieved on initial priorities shall be reviewed as part of the reviews of this Agreement provided for in Article 68 and shall take place at least every two years.

Article 23

Subsidies

1 Except as provided for in this Article, subsidies related to trade in services shall not be covered under this Part.

2 The Parties shall review the issue of disciplines on subsidies related to trade in services in the context of the reviews of this Agreement provided for in Article 68. They shall pay particular attention to any disciplines agreed under Article XV of GATS with a view to their incorporation into this Agreement.

3 The Parties shall consult on appropriate steps in regard to subsidies related to trade in services where any subsidies issues arise in bilateral services trade under this Agreement.

Article 24

Monopolies

In sectors where specific commitments have been made, each Party shall ensure that its commitments relating to market access and national treatment pursuant to Articles 17 and 18 are not adversely affected by the actions of a monopoly supplier of a service in its territory.

Article 25

Extension of Benefits

A service supplier of a non-Party that is a legal person constituted under the laws of a Party shall be entitled to treatment granted under this Part provided that it engages in substantive business operations in the territory of one or both Parties.

PART 6: INVESTMENT

Article 26

Scope and Coverage

- 1 This Part shall apply to all investments in goods and services.
- 2 Articles 28, 29 and 30 shall not apply to any measures affecting investments adopted or maintained pursuant to Part 5 to the extent that they relate to the supply of any specific service through commercial presence as defined in Article 16(n), whether or not they are covered by Annex 2.

Article 27

Definitions

For the purposes of this Agreement :

- 1 "Investments" include but are not limited to the following:
 - a) movable and immovable property and other property rights such as mortgages, liens or pledges;
 - b) shares, stocks, debentures, bank bills, deposits, securities, and similar interests in companies or enterprises (whether incorporated or unincorporated);
 - c) claims to money or to any performance under contract having an economic value;
 - d) intellectual property rights and goodwill;
 - e) business concessions conferred by law or under contract, including any concession to search for, cultivate, extract or exploit natural resources;
 - f) derivative instruments.
- 2 "Proceeds from investment" include but are not limited to the following:
 - a) profits, capital gains, dividends, royalties, interest and other current income accruing from an investment;
 - b) the proceeds from the liquidation of an investment;
 - c) loan payments in connection with an investment;

- d) royalties, license fees, payments in respect of technical assistance, service and management fees;
- e) payments in connection with contracts involving the presence of an investor's property in the territory of the other Party and payment in connection with contracts where remuneration depends substantially on the production, revenues or profits of an enterprise;
- f) earnings of investors of a Party who work in connection with an investment in the territory of the other Party.

3 "Investor" means:

- a) a natural person who resides in the territory of the other Party or elsewhere and who under the law of that other Party:
 - (i) is a national of that other Party; or
 - (ii) has the right of permanent residence in that other Party, in the case of a Party which accords substantially the same treatment to its permanent residents as it does to its nationals in respect of measures affecting investments, provided that that Party is not obligated to accord to such permanent residents more favourable treatment than would be accorded by the other Party to such permanent residents;
- or
- b) any company, firm, association or body, with or without legal personality, whether or not incorporated, established or registered under the applicable laws in force in a Party;

making or having made an investment in the other Party's territory.

Article 28

Most Favoured Nation Status

Except as otherwise provided for in this Agreement, each Party shall accord to investors and investments of the other Party, in relation to the establishment, acquisition, expansion, management, conduct, operation, liquidation, sale, transfer (or other disposition), protection and expropriation (including any compensation) of investments, treatment that is no less favourable than that it accords in like situations to investors and investments from any other State or separate customs territory which is not party to this Agreement.

Article 29

National Treatment

Except as otherwise provided for in this Agreement, each Party shall accord to investors and investments of the other Party in relation to the establishment, acquisition, expansion, management, conduct, operation, liquidation, sale, transfer (or other disposition), protection and expropriation (including any compensation) of investments, treatment that is no less favourable than that it accords in like situations to its own investors and investments.

Article 30

Standard of Treatment

Each Party shall accord to investors and investments of the other Party the better of the treatment required by Articles 28 and 29.

Article 31

Repatriation and Convertibility

1 Each Party shall allow investors of the other Party, on a non-discriminatory basis, to transfer and repatriate freely and without undue delay their investments and proceeds from investment. Each Party shall permit transfers to be made in a freely usable currency at the market rate of exchange prevailing on the date of transfer with respect to spot transactions in the currency to be transferred.

2 Notwithstanding paragraph 1, a Party may prevent a transfer through the equitable, non-discriminatory and good faith application of its laws relating to:

- a) bankruptcy, insolvency or the protection of the rights of creditors;
- b) issuing, trading or dealing in securities;
- c) criminal or penal offences, and the recovery of proceeds of crime;
- d) reports of transfers of currency or other monetary instruments; or
- e) ensuring the satisfaction of judgments in adjudicatory proceedings.

Article 32

Limitations

1 Articles 28, 29 and 30 shall not apply to:

- a) any limitation that is listed by a Party in Annex 3;
- b) an amendment to a limitation covered by paragraph (a) to the extent that the amendment does not decrease the conformity of the limitation with Articles 28, 29 and 30;
- c) any new limitation adopted by a Party, and incorporated into Annex 3, which does not affect the overall level of commitments of that Party under this Part.

to the extent that such limitations are inconsistent with those Articles.

2 As part of the reviews of this Agreement provided for in Article 68, the Parties undertake to review at least every two years the status of the limitations set out in Annex 3 with a view to reducing the limitations or removing them.

3 A Party may, at any time, either upon the request of the other Party or unilaterally, remove in whole or in part limitations set out in Annex 3 by written notification to the other Party.

4 A Party may, at any time, incorporate a new limitation into Annex 3 in accordance with paragraph 1(c) of this Article by written notification to the other Party. On receiving such written notification, the other Party may request consultations regarding the limitation. On receiving the request for consultations, the Party incorporating the new limitation shall enter into consultations with the other Party.

Article 33

Subrogation

1 In the event that either Party (or any agency, institution, statutory body or corporation designated by it) as a result of an indemnity it has given in respect of an investment or any part thereof makes payment to its own investors in respect of any of their claims under this Part, the other Party acknowledges that the former Party (or any agency, institution, statutory body or corporation designated by it) is entitled by virtue of subrogation to exercise the rights and assert the claims of its own investors. The subrogated rights or claims shall not be greater than the original rights or claims of such investors.

2 Any payment made by one Party (or any agency, institution, statutory body or corporation designated by it) to its investors shall not affect the right of such investors to make their claims against the other Party in accordance with Article 34, in cases where the former Party elects not to exercise its subrogated rights or claims.

Article 34

Investment Disputes

1 Any legal dispute between an investor of one Party and the other Party arising directly out of an investment by that investor in the territory of that other Party shall, as far as possible, be settled amicably through negotiations between the investor and that other Party.

2 If the dispute cannot be resolved as provided for in paragraph 1 within 6 months from the date of request for negotiations then, unless the parties to the dispute agree otherwise, it shall, upon the request of either such party, be submitted to conciliation or arbitration by the International Centre for Settlement of Investment Disputes established by the Convention on the Settlement of Investment Disputes between the States and Nationals of Other States done at Washington on 18 March, 1965, provided that the other party does not withhold its consent under Article 25 of that Convention.

PART 7: TECHNICAL, SANITARY AND PHYTOSANITARY REGULATIONS AND STANDARDS

Article 35

Scope

1 Consistent with the objectives set out in Article 1 and the provisions of this Part, 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, unilateral recognition or harmonisation 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 movement of goods between New Zealand and Singapore for products and/or assessments of manufacturers of products specified in the Product Chapters of Annex 4 on Technical, Sanitary and Phytosanitary Regulations and Standards.

2 "Mutual recognition" means that each Party, on the basis that it is accorded reciprocal treatment by the other Party:

- a) accepts the mandatory requirements of the other Party as producing outcomes equivalent to those produced by its own corresponding mandatory requirements i.e. mutual recognition of equivalence of mandatory requirements;
- b) accepts the results of conformity assessment activities of the other Party to demonstrate conformity of products and/or manufacturers with its mandatory requirements when the conformity assessment activities are undertaken by conformity assessment bodies designated by the other Party in accordance with this Part i.e. mutual recognition of conformity assessment; or
- c) accepts the standards of the other Party as equivalent to its own corresponding standards i.e. mutual recognition of equivalence of standards.

3 "Unilateral recognition" means that a Party on its own accord without requiring reciprocal treatment from the other Party:

- a) accepts the mandatory requirements of the other Party as producing outcomes equivalent to those produced by its own corresponding mandatory requirements;
- b) accepts the conformity assessment results of the other Party to demonstrate conformity of products and/or manufacturers with its mandatory requirements; or
- c) accepts the standards of the other Party as equivalent to its own corresponding standards.

The Product Chapters may provide for unilateral recognition of products and/or assessments of manufacturers of products which are in compliance with the exporting Party's mandatory requirements and are intended by that Party for export only and not for domestic supply or use.

4 "Harmonisation" means that each Party harmonises its standards and technical regulations with relevant international standards where they exist.

Article 36

Definitions

All general terms concerning standards and conformity assessment used in this Part shall have the meaning given in the definitions contained in the International Organisation for Standardisation/International Electrotechnical Commission (ISO/IEC) Guide 2:1996 "General terms and their definitions concerning standardisation and related activities" published by the ISO and IEC, unless the context otherwise requires. In addition, for the purpose of this Part and Annex 4, unless a more specific meaning is given in a Product Chapter:

- a) "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;
- b) "acceptance" has an equivalent meaning to "accept";
- c) "certification body" means a body, including product or quality systems certification bodies, that may be designated by one Party in accordance with this Part to conduct certification on compliance with the other Party's standards and/or specifications to meet relevant mandatory requirements;
- d) "conformity assessment" means any activity concerned with determining directly or indirectly that standards and/or specifications to meet relevant mandatory requirements are fulfilled;
- e) "conformity assessment body" means a body that conducts conformity assessment activities and includes test facilities and certification bodies;
- f) "designating authority" means a body as specified under this Part, established in the territory of a Party with the necessary authority to designate, monitor, suspend or withdraw designation of conformity assessment bodies within its jurisdiction, unless the Parties agree otherwise to designate conformity assessment bodies within a non-Party;
- g) "designation" means the authorisation by a designating authority of a conformity assessment body to undertake specified conformity assessment activities;
- h) "designate" has an equivalent meaning to "designation";

- i) "mandatory requirements" means the legislative, regulatory and administrative requirements of either Party that are the subject of this Part;
- j) "regulatory authority" means an entity that exercises a legal right to 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 of products;
- k) "Product Chapter" is a chapter of Annex 4 to this Agreement, which specifies the implementation arrangements in respect of a specific product sector;
- l) "specifications" means detailed descriptions of requirements other than specified standards;
- m) "stipulated requirements" means the criteria set out in a Product Chapter for the designation of conformity assessment bodies;
- n) "supply" includes all forms of supply, whether or not for a consideration, and includes but is not limited to:
 - (i) any transfer of the whole property in any product;
 - (ii) any transfer of possession of any product, whether or not under an agreement for sale;
 - (iii) any transfer by way of a gift of a product made in the course or furtherance of any business;
 - (iv) any transfer by way of a gift to an actual or potential customer of any business of an industrial or commercial sample in a form not ordinarily available for supply to the public;
 - (v) any transfer by way of barter and exchange;
 - (vi) any transfer by way of distribution, wholesale, retail, lease, hire or hire-purchase;
- o) "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 Part to undertake tests on compliance with the other Party's standards and/or specifications to meet mandatory requirements.

Article 37

Establishment of a Work Programme

1 In addition to the Product Chapter on electrical and electronic equipment, the Parties shall:

- a) identify and agree on other priority sectors within a period of 6 months from the date of entry into force of this Agreement with a view to removing or reducing regulatory barriers to the movement of goods between the Parties;
 - b) decide which of the principles relating to mutual recognition, unilateral recognition and harmonisation provides the most cost-efficient approach to the removal or reduction of regulatory barriers in the agreed priority sectors; and
 - c) establish a work programme to implement the agreed principle.
- 2 The Parties shall adopt additional Product Chapters following the conclusion of the above process.

Article 38

Mechanisms for Joint Review

As part of the reviews of this Agreement provided for in Article 68, the Parties shall review, at least every 2 years, the implementation of this Part for the purpose of:

- a) building confidence in the technical competence of each Party's regulatory systems and expediting the examination of differences in regulatory requirements and outcomes between the Parties;
- b) facilitating the extension of this Part by inter alia:
 - (i) adding new Product Chapters; and/or
 - (ii) increasing the scope of existing Product Chapters with the view to establishing mutual recognition of equivalence of mandatory requirements in the Product Chapters; and
- c) resolving any questions or disputes relating to the implementation of this Part. If the Parties fail to achieve a mutually satisfactory solution, the matter may be resolved in accordance with Part 10.

Article 39

Origin

For the avoidance of doubt, this Part applies to products and/or assessments of manufacturers of products of the Parties as specified in the Product Chapters regardless of the origin of those products.

Article 40

Mutual Recognition of Equivalence of Mandatory Requirements

Coverage

1 This Article shall apply to products, and laws and regulations relating to products, as may be covered in the Product Chapters.

Applicability

2 Under this Article, mutual recognition shall affect certain laws relating to the products of the Party where the products are intended for supply. Such laws may, unless otherwise provided in the Product Chapters, include:

- a) requirements relating to production, composition, quality or performance of a product;
- b) requirements that a product satisfy certain standards relating to presentation such as packaging, labelling, date or age stamping; and
- c) requirements that products be inspected, passed or similarly dealt with.

3 The laws and requirements of each Party, including but not limited to those that would prevent or restrict or would have the effect of preventing or restricting the supply or use of a product, and how they shall be affected by mutual recognition shall be specified in the relevant Product Chapters.

4 The requirements covered in this Article are not intended to affect the operation of any laws to the extent that these laws regulate:

- a) the manner of the supply of products or the manner in which the sellers conduct or are required to conduct their business, so long as those laws apply equally to products produced in or imported into the Parties. These include:
 - (i) the contractual aspects of the supply of the products;
 - (ii) the registration of sellers;
 - (iii) the requirements for business franchise licences;
 - (iv) the persons to whom products may or may not be supplied; and
 - (v) the circumstances in which the products may or may not be supplied;
- b) the transportation, storage or handling of products so long as those laws apply equally to products produced in or imported under the laws of the Parties and so long as they are directed at matters affecting, inter alia,

human health or safety, animal or plant life or health, or the environment;
or

- c) the inspection of products so long as such inspection is not a prerequisite to the supply of products and the laws apply equally to products produced in or imported under the laws of the Parties and so long as they are directed at matters affecting, inter alia, human health or safety, animal or plant life or health, or the environment.

5 This Article shall not affect the operation of any laws or regulations prohibiting or restricting the importation of products into one Party from the other Party.

Article 41

Mutual Recognition of Conformity Assessment

Coverage

1 This Article shall apply to products and/or assessments of manufacturers of products, and their mandatory requirements as may be specified in the Product Chapters.

General Obligations

2 Each Party recognises that the conformity assessment bodies designated by the other Party in accordance with this Article are competent to undertake the conformity assessment activities necessary to demonstrate compliance with its mandatory requirements.

3 New Zealand shall accept the results of conformity assessment activities to demonstrate conformity of products and/or manufacturers with its mandatory requirements when the conformity assessment activities are undertaken by conformity assessment bodies designated by Singapore's designating authorities in accordance with this Article.

4 Singapore shall accept the results of conformity assessment activities to demonstrate conformity of products and/or manufacturers with its mandatory requirements when the conformity assessment activities are undertaken by conformity assessment bodies designated by New Zealand's designating authorities in accordance with this Article.

5 This Article shall not require mutual acceptance of the mandatory requirements of each Party, or mutual recognition of the equivalence of such mandatory requirements. The Parties shall, however, give consideration to increasing the degree of harmonisation or equivalence of their mandatory requirements, where appropriate and where consistent with good regulatory practice. Where both Parties agree that the mandatory requirements are harmonised or established as equivalent, the results of conformity assessment that demonstrate compliance with the exporting Party's mandatory requirements shall be accepted as demonstrating compliance with the importing

Party's mandatory requirements without the need for further conformity assessment by the importing Party to demonstrate compliance with its own mandatory requirements.

6 Each Party shall, consistent with the relevant provisions of the WTO Agreement on Technical Barriers to Trade and the WTO Agreement on the Application of Sanitary and Phytosanitary Measures, use international standards, or the relevant parts of international standards, as a basis for its mandatory requirements where relevant international standards exist or their completion is imminent, except when such international standards or their relevant parts are ineffective or inappropriate.

Designating Authorities

7 The Parties shall ensure that their designating authorities have the necessary authority to designate, monitor, suspend, remove suspension and withdraw designation of the conformity assessment bodies within their respective jurisdictions.

8 Designating authorities shall consult, as necessary, with their counterparts of the other Party to ensure the maintenance of confidence in conformity assessment processes and procedures. This consultation may include joint participation in audits related to conformity assessment activities or other assessments of designated conformity assessment bodies, where such participation is appropriate, technically possible and within reasonable cost.

Designation of Conformity Assessment Bodies

9 In designating conformity assessment bodies, designating authorities shall observe the relevant stipulated requirements.

10 Designating authorities shall specify the scope of the conformity assessment activities for which a conformity assessment body has been designated.

11 Each Party shall give the other Party advance notice of at least 7 days, or such other time period as may be specified in the relevant Product Chapter, of any changes, including suspensions, to their list of designated conformity assessment bodies.

12 The results of conformity assessment activities undertaken by a designated conformity assessment body shall be valid for acceptance for the purposes of paragraphs 3 and 4 of this Article from the date its designation takes effect.

13 Designating authorities shall ensure that the conformity assessment bodies that they designate maintain the necessary technical competence to demonstrate the conformity of a product with the standards and/or specifications to meet mandatory requirements. Conformity assessment bodies of a non-Party shall be acceptable for designation by the Parties where there are no conformity assessment bodies designated in the territory of a Party and the other Party agrees to such designation.

14 Designating authorities shall exchange information concerning the procedures used to ensure that the designated conformity assessment bodies are technically competent and comply with the relevant stipulated requirements.

15 Designating authorities shall ensure that the conformity assessment bodies they designate participate 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.

Suspension and Withdrawal of Conformity Assessment Bodies

16 Each Party shall have the right to challenge a designated 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 in writing. Such notification shall be accompanied by the supporting expert analysis or evidence.

17 Except in urgent circumstances, the Parties shall, prior to a challenge under paragraph 16, enter into consultations with a view to seeking a mutually satisfactory solution. In urgent circumstances, consultations shall take place immediately after the right of challenge has been exercised.

18 The consultations referred to in paragraph 17 shall be conducted expeditiously with a view to resolving all issues and seeking a mutually satisfactory solution within the time period specified in the relevant Product Chapter. If this is not achieved, the matter shall be resolved in accordance with the provisions of Part 10.

19 The Product Chapters may provide for additional procedures, such as verification and time limits, to be followed in relation to a challenge.

20 Unless the Parties decide otherwise, the designation of the challenged designated conformity assessment body shall be suspended by the relevant designating authority for the relevant scope of designation from the time 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.

21 The results of conformity assessment activities undertaken by a designated conformity assessment body on or before the date of its suspension or withdrawal shall remain valid for acceptance for the purposes of paragraphs 3 and 4 unless otherwise agreed by the Parties.

22 Designating authorities shall compare methods used to verify that the designated conformity assessment bodies comply with the relevant stipulated requirements.

Article 42

Mutual Recognition of Equivalence of Standards

Where regulatory compliance is required and where there is equivalence of outcomes, each Party shall accept the standards of the other Party as equivalent to its own corresponding standards.

Article 43

Exchange of Information

1 The Parties shall exchange information concerning their mandatory requirements and conformity assessment procedures.

2 Each Party shall inform the other Party of any proposed changes to its mandatory requirements. Except where considerations of health, safety or environmental protection warrant more urgent action, each Party shall notify the other Party of the changes within the time period set out in the relevant Product Chapters or, if no time period is specified, at least 60 days before the changes enter into force.

3 The Parties may agree on the provision of other information for a specific sector in the Product Chapters.

Article 44

Preservation of Regulatory Authority

1 Each Party retains all authority under its laws to interpret and implement its mandatory requirements.

2 This Part shall not limit the authority of a Party to determine the level of protection it considers necessary for the protection of inter alia human health or safety, animal or plant life or health, or the environment.

3 This Part shall not 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.

Article 45

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 bodies 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 procedures.

PART 8: GOVERNMENT PROCUREMENT

Article 46

Establishment of a Single Market

1 The Parties agree to establish a single New Zealand/Singapore government procurement market, in order to maximise competitive opportunities for New Zealand/Singapore suppliers, and reduce costs of doing business for both government and industry.

2 This shall be achieved by the Parties:

- a) committing to implement the APEC Non-Binding Principles on Government Procurement relating to transparency, value for money, open and effective competition, fair dealing, accountability and due process, and non-discrimination;
- b) ensuring the opportunity exists for their suppliers to compete on an equal and transparent basis for government contracts;
- c) ensuring the non-application against their suppliers of preferential schemes and other forms of discrimination based on the place of origin of goods and services unless such schemes or forms of discrimination fall within Article 81;
- d) providing a mechanism for cooperation to work towards achieving the greatest possible consistency in contractual, technical and performance standards and specifications, and simplicity and consistency in the application of procurement policies, practices and procedures.

Article 47

Scope and Coverage

1 This Part applies to government procurement valued at above Special Drawing Rights (SDR) 50,000. The Parties shall consult and agree on a common basis for expressing this value threshold in their respective national currency equivalents as at the date of entry into force of this Agreement, and as at the date of reviews of the operation of this Agreement held in accordance with Article 68.

2 Government procurement of services is subject to Party's schedule of commitments in Annex 2 and the terms, limitations, conditions or qualifications set out therein¹⁰.

¹⁰ At the request of New Zealand, Singapore confirms that there shall be no discrimination in terms of government procurement of services in favour of corporate entities where the Singapore Government is the majority shareholder or has a special share as defined in Annex 2.

3 Where government bodies require enterprises not covered under this Part to award contracts in accordance with particular requirements, Article 49 shall apply mutatis mutandis to such requirements.

Article 48

Definitions

For the purposes of this Part:

- a) "designated bodies" means bodies designated in each of the Parties to investigate complaints about non-compliance with this Part; they may include an agency or office responsible to a Party, or a position located within such agency or office. The designated body for Singapore is the Ministry of Finance and the designated body for New Zealand is the Ministry of Economic Development;
- b) "goods and services" means but is not limited to goods alone, services alone or goods and related services. Computer software is defined as "goods" for this purpose. "Related services" means but is not limited to services provided in conjunction with the supply of goods or construction activities (such as architectural design, engineering, project design, project management and related consultancy services);
- c) "Ministers responsible for procurement" means Ministers with portfolio responsibility for procurement policy where such direct responsibility exists. Otherwise the definition shall mean Ministers with portfolio responsibility for this Part;
- d) "procurement" means but is not limited to purchase, hire, lease, rental, exchange and competitive tendering and contracting (outsourcing) arrangements;
- e) "government procurement" means procurement by government bodies, that is departments and other bodies, including statutory authorities, which are controlled by the Parties and excludes procurement by any body corporate or other legal entity that has the power to contract, except where the Parties exercise their discretion to determine that this Part shall apply. In the case of regional or local governments or authorities, and in the case of procurement of services by non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities, the Parties shall use their best endeavours to encourage wider application of this Part, consistent with good commercial practice, to procurement by all such governments, authorities and bodies;
- f) "New Zealand/Singapore suppliers" means service suppliers (determined in accordance with Part 5) or suppliers of goods wholly produced or obtained or partly manufactured in New Zealand or Singapore. Whether a good is wholly produced or obtained or partly manufactured in New Zealand or Singapore shall be determined in accordance with Article 5;

- g) "value for money" means the best available outcome for money spent in terms of the procuring agency's needs. The test of value for money requires relevant comparison of the whole of life costs and benefits relating directly to the procurement. "Whole of life costs and benefits" include fitness for purpose and other considerations of quality, performance, price, delivery, accessories and consumables, service support and disposal.

Article 49

General Principles

Except as provided otherwise in this Part, the Parties shall:

- a) at all times conduct their procurement activities in accordance with the spirit and intent of this Part;
- b) ensure that all government bodies within their territories comply with this Part;
- c) provide to services, goods and suppliers of the other Party equal opportunity and treatment no less favourable than that accorded to their own domestic services, goods and suppliers;
- d) promote opportunities for their suppliers to compete for government business on the basis of value for money and avoid purchasing practices which discriminate or are otherwise biased against, or have the effect of denying equal access or opportunity to, their services, goods and suppliers, while conforming with any commitments of the Parties under international government procurement agreements;
- e) use value for money as the primary determinant in all procurement decisions; and
- f) achieve maximum practicable simplicity and consistency in the application of procurement policies, practices and procedures.

Article 50

Valuation of Contracts

1 The following provisions shall apply in determining the value of contracts for purposes of implementing this Part.

2 Valuation shall take into account all forms of remuneration, including any premiums, fees, commissions and interest receivable.

3 The selection of a valuation method by a government body shall not be made, nor shall any procurement requirement be divided, with the intention of avoiding the application of this Part.

4 In cases where an intended procurement specifies the need for option clauses, the basis for valuation shall be the total value of the maximum permissible procurement, inclusive of optional purchases.

Article 51

Rules of Origin

A Party shall not apply rules of origin to goods or services imported or supplied from the other Party, for purposes of government procurement, which are different from the rules of origin applied in the normal course of trade and at the time of the transaction in question to imports or supplies of the same goods or services from that other Party.

Article 52

Procurement Procedures

1 Each Party shall ensure that the procurement procedures, including tendering and supplier invitation, registration of interest, prequalification, selection, negotiation and contract award procedures, of its government bodies are applied in a manner consistent with this Part, the APEC Non-Binding Principles on Government Procurement, and good commercial practice.

2 In cases of procurement by open call for tender, invitations to tender shall be advertised in a publicly accessible medium; and in cases of procurement by selective invitation to tender, prior calls to prequalify or register interest shall be advertised in a publicly accessible medium.

3 The Parties shall ensure that government bodies make readily available on request by New Zealand/Singapore suppliers information on contract awards, including the name of the supplier, the goods or services supplied and value of the contract award, unless the release of such information would impede law enforcement or otherwise be contrary to the public interest or would prejudice the legitimate commercial interests of particular enterprises, public or private, or might prejudice fair competition between suppliers.

4 Government bodies shall, on request from an unsuccessful supplier which participated in the relevant tender, promptly provide pertinent information concerning reasons for the rejection of its tender, unless the release of such information would impede law enforcement or otherwise be contrary to the public interest or would prejudice the legitimate commercial interest of particular enterprises, public or private, or might prejudice fair competition between suppliers.

5 Each Party shall also take appropriate steps to enhance transparency at all stages of their procurement procedures, and endeavour to provide the information specified in paragraphs 2 and 3 for all government bodies from a single point of access through a public medium, such as the Internet.

Article 53

Prohibition of Offsets

1 Government bodies shall not, in the qualification and selection of suppliers, goods and services, or in the evaluation of tenders and award of contracts, impose, seek or consider offsets in relation to government procurement from New Zealand or Singapore suppliers.

2 "Offsets in relation to government procurement" means measures used to encourage local development or improve the balance of payments accounts by requiring domestic content, licensing of technology, investment, counter-trade or similar requirements.

Article 54

Disputes between a Supplier and the Procuring Government Body

1 In the event of a complaint by a supplier that there has been a breach of this Part, each Party shall encourage the supplier to seek resolution of its complaint in consultation with the procuring government body. In such instances the procuring government body shall accord timely and impartial consideration to any such complaint.

2 Failing resolution through consultation between the supplier and the procuring government body, the complainant should seek the assistance of the designated body of the Party in whose territory the complainant is located. A complaint made informally may be processed informally if this is deemed appropriate by the designated body and the complainant.

3 Failing resolution, the designated body receiving the complaint shall formally raise it with the designated body of the other Party for investigation of any alleged breach of this Part and for a report by it in writing. The Parties agree to provide details and documentation to permit a full investigation of complaints. Confidentiality of all information shall be maintained.

4 If the response is satisfactory to the designated body which received the original complaint, then the complaint shall lapse.

5 If satisfactory resolution is not achieved, the designated body which received the original complaint may then refer the matter to the Minister responsible for procurement in the other Party for further investigation and decision.

6 In the event that a complaint cannot be resolved through the steps set out above within 30 days after the designated body receiving the original complaint has formally raised it with the designated body of the other Party, the provisions of Part 10 shall apply. A Party shall be entitled by subrogation to exercise the rights and assert the claims of its own supplier against the other Party. The subrogated rights or claims shall not be greater than the original rights or claims of that supplier.

Article 55

Exemptions

1 It is recognised by the Parties that, under certain circumstances, there may be a need for exemption from some of the requirements of this Part for certain government bodies, for certain classes of procurement, and for procurement undertaken in accordance with specific government policies.

2 Exemptions from some of the requirements of this Part may be sought by either Party for government bodies which meet the following criteria subject to consultation and agreement with the other Party:

- a) joint bodies with any other State or separate customs territory which is not party to this Agreement;
- b) bodies funded primarily from specific special levies on particular industries, or by community groups or from special grants or public donations.

It is not intended, however, that any government body shall be granted full exemption from the requirements of this Part. When considering applications for partial exemptions, the Parties shall exercise their authority with due diligence in accordance with the objectives of this Part.

3 The following classes of procurement are exempt from the application of this Part:

- a) internal procurement by a government from its own bodies where no other supplier has been asked to tender. If, however, tenders are called or invited, the provisions of this Part shall apply whether or not a government body submits a tender;
- b) the procurement of proprietary items required to ensure machinery or equipment integrity, but only as they may relate to biased specifications. Where such items are available from a number of sources and/or tenders are called or invited, all provisions of this Part apply other than as they relate to biased specifications;
- c) the urgent procurement of goods and related services in the event of emergencies, such as natural disasters, or to meet the urgent requirements of United Nations peacekeeping or humanitarian operations;

- d) procurement of proprietary equipment of a work, health or safety nature specified in industrial agreements but only as they may relate to biased specifications. Where such items are available from a number of sources and/or tenders are called or invited, all provisions of this Part apply other than as they relate to biased specifications;
- e) defence procurement of a strategic nature and other procurement where national security is a consideration;
- f) procurement under development assistance programmes.

4 Either Party may seek to have additional classes of procurement exempted from this Part. Such exemptions shall be permitted only with the agreement of the other Party.

Article 56

Administration and Review

1 The designated bodies shall report jointly to the Ministers responsible for procurement on the implementation of this Part in preparation for the reviews provided for in Article 68.

2 A committee of senior officials responsible for government procurement policy of each Party may meet as appropriate to discuss policy issues, technical or other cooperation, and the reviews referred to in paragraph 1.

PART 9: INTELLECTUAL PROPERTY

Article 57

Intellectual Property

The Parties agree that the WTO Agreement on Trade-Related Aspects of Intellectual Property Rights shall govern and apply to all intellectual property issues arising from this Agreement.

PART 10: DISPUTE SETTLEMENT

Article 58

Scope and Coverage

1 The rules and procedures of this Part shall apply with respect to the avoidance or settlement of disputes between the Parties concerning their rights and obligations under this Agreement, but are without prejudice to the rights of the Parties to have recourse to dispute settlement procedures available under other agreements to which they are party.

2 For the avoidance of doubt, the Parties agree that the provisions of this Agreement shall be interpreted in accordance with the general principles of international law and consistently with the objectives set out in Article 1.

Article 59

Consultations

1 Each Party shall accord adequate opportunity for consultations regarding any representations made by the other Party with respect to any matter affecting the implementation, interpretation or application of this Agreement. Any differences shall, as far as possible, be settled by consultation between the Parties.

2 Any Party which considers that any benefit accruing to it directly or indirectly under this Agreement is being nullified or impaired, or that the attainment of any objective of this Agreement is being impeded as a result of failure of the other Party to carry out its obligations under this Agreement or the existence of any other situation may, with a view to achieving satisfactory settlement of the matter, make representations or proposals to the other Party, which shall give due consideration to the representations or proposals made to it.

3 If a request for consultation is made, the Party to which the request is made shall reply to the request within 7 days after the date of its receipt and shall enter into consultations within a period of no more than 30 days after the date of receipt of the request, with a view to reaching a mutually satisfactory solution.

4 The Parties shall make every effort to reach a mutually satisfactory resolution of any matter through consultations. To this end, the Parties shall:

- a) provide sufficient information to enable a full examination of how the measure might affect the operation of the Agreement;
- b) treat any confidential or proprietary information exchanged in the course of consultations on the same basis as the Party providing the information.

Article 60

Good Offices, Conciliation or Mediation

1 The Parties may at any time agree to good offices, conciliation or mediation. They may begin at any time and be terminated at any time.

2 If the Parties agree, procedures for good offices, conciliation or mediation may continue while the dispute proceeds for resolution before an arbitral tribunal appointed under Article 61.

Article 61

Appointment of Arbitral Tribunals

1 If the consultations fail to settle a dispute within 60 days after the date of receipt of the request for consultations, the Party which made the request for consultations may make a written request to the other Party to appoint an arbitral tribunal. The request shall include a statement of the claim and the grounds on which it is based.

2 The arbitral tribunal shall consist of three members. Each Party shall appoint an arbitrator within 30 days of the receipt of the request, and the two arbitrators appointed shall designate by common agreement the third arbitrator, who shall chair the tribunal. The latter shall not be a national of either of the Parties, nor have his or her usual place of residence in the territory of one of the Parties, nor be employed by either of them, nor have dealt with the case in any capacity.

3 If the chair of the tribunal has not been designated within 30 days of the appointment of the second arbitrator, the Director-General of the WTO shall at the request of either Party appoint the chair of the arbitral tribunal within a further one month's period.

4 If one of the Parties does not appoint an arbitrator within 30 days of the receipt of the request, the other Party may inform the Director-General of the WTO who shall appoint the chair of the arbitral tribunal within a further 30 days and the chair shall, upon appointment, request the Party which has not appointed an arbitrator to do so within 14 days. If after such period that Party has still not appointed an arbitrator, the chair shall inform the Director-General of the WTO who shall make this appointment within a further 30 days.

5 For the purposes of paragraphs 1, 2, 3 and 4, any person appointed as a member or chair of the arbitral tribunal by either Party or by the Director-General of the WTO must be a well-qualified governmental or non-governmental individual, and can include persons who have served on or presented a case to a WTO panel, served in the Secretariat of the WTO, taught or published on international trade law or policy, or served as a senior trade policy official of a Member of the WTO. The Parties recognise that the arbitral

tribunal should be composed of individuals of relevant technical or legal expertise.

Article 62

Functions of Arbitral Tribunals

1 The function of an arbitral tribunal is to make an objective assessment of the dispute before it, including an examination of the facts of the case and the applicability of and conformity with this Agreement, and make such other findings and rulings necessary for the resolution of the dispute referred to it as it thinks fit. The findings and rulings of the arbitral tribunal shall be binding on the Parties.

2 The arbitral tribunal shall, apart from the matters set out in Article 63, regulate its own procedures in relation to the rights of Parties to be heard and its deliberations.

Article 63

Proceedings of Arbitral Tribunals

1 An arbitral tribunal shall meet in closed session. The Parties shall be present at the meetings only when invited by the arbitral tribunal to appear before it. The reports of the arbitral tribunal shall be drafted without the presence of the Parties in the light of the information provided and the statements made.

2 The arbitral tribunal shall have the right to seek information and technical advice from any individual or body which it deems appropriate. A Party shall respond promptly and fully to any request by an arbitral tribunal for such information as the arbitral tribunal considers necessary and appropriate.

3 The deliberations of an arbitral tribunal and the documents submitted to it shall be kept confidential. Nothing in this Article shall preclude a Party from disclosing statements of its own positions and its initial submission to the public. A Party shall treat as confidential information submitted by another Party to the arbitral tribunal which that Party has designated as confidential. Where a Party submits a confidential version of its written submissions to the arbitral tribunal, it shall also, upon request of a Party, provide a non-confidential summary of the information contained in its submissions that could be disclosed to the public.

4 Before the first substantive meeting of the arbitral tribunal with the Parties, the Parties shall transmit to the arbitral tribunal written submissions in which they present the facts of their case and their arguments.

5 At its first substantive meeting with the Parties, the arbitral tribunal shall ask the Party which has brought the complaint to present its case. Subsequently, and still at the same meeting, the Party against which the complaint has been brought shall be asked to present its point of view.

6 Formal rebuttals shall be made at a second substantive meeting of the arbitral tribunal. The Party complained against shall have the right to take the floor first to be followed by the complaining Party. The Parties shall submit, prior to the meeting, written rebuttals to the arbitral tribunal.

7 The arbitral tribunal may at any time put questions to the Parties and ask them for explanations either in the course of a meeting with the Parties or in writing. The Parties shall make available to the arbitral tribunal a written version of their oral statements.

8 In the interests of full transparency, the presentations, rebuttals and statements referred to in paragraphs 4 to 7 shall be made in the presence of the Parties. Moreover, each Party's written submissions, including any comments on the descriptive part of the report and responses to questions put by the arbitral tribunal, shall be made available to the other Party.

9 The arbitral tribunal shall release to the Parties its findings and rulings in a report on the dispute referred to it within 60 days of its formation. In exceptional cases, the arbitral tribunal may take an additional 10 days to release its report containing its findings and rulings. Within this time period, the arbitral tribunal shall accord adequate opportunity to the Parties to review the report before its release.

Article 64

Termination of Proceedings

The Parties may agree to terminate the proceedings of an arbitral tribunal in the event that a mutually satisfactory solution to the dispute has been found.

Article 65

Implementation

1 The Party concerned shall comply with the arbitral tribunal's rulings or findings within a reasonable time period. The reasonable period of time shall be mutually determined by the Parties and shall not exceed 12 months from the date of the arbitral tribunal's report, unless the Party concerned advises the other Party that primary legislation shall be required, in which case the reasonable period of time shall not exceed 15 months from such date.

2 If the Party concerned fails to bring the measure found to be inconsistent with the Agreement into compliance therewith or otherwise comply with the arbitral tribunal's report within the reasonable period of time, that Party shall, if so requested, and not later than the expiry of the reasonable period of time, enter into negotiations with the Party having invoked the dispute settlement procedures with a view to reaching a mutually satisfactory resolution.

3 If no mutually satisfactory resolution has been reached within 20 days, the Party which has invoked the dispute settlement procedures may suspend the application of benefits of equivalent effect until such time as the Parties have reached agreement on a resolution of the dispute.

4 In considering what benefits to suspend pursuant to paragraph 3:

- (i) the Party which has invoked the dispute settlement procedures should first seek to suspend benefits in the same sector or sectors as that affected by the measure or other matter that the arbitral tribunal has found to be inconsistent with this Agreement or to have caused nullification or impairment; and
- (ii) the Party which has invoked the dispute settlement procedures may suspend benefits in other sectors if it considers that it is not practicable or effective to suspend benefits in the same sector.

Article 66

Expenses

Unless the arbitral tribunal decides otherwise because of the particular circumstance of the case, the expenses of the tribunal, including the remuneration of its members, shall be borne by the Parties in equal shares.

PART 11: GENERAL PROVISIONS

Article 67

Application

1 Each Party is fully responsible for the observance of all provisions in this Agreement and shall take such reasonable measures as may be available to it to ensure their observance by regional and local governments and authorities, and, in respect of trade in services under Part 5, by non-governmental bodies (in the exercise of powers delegated by central, regional or local government or authorities) within its territory.

2 The provisions of Part 10 may be invoked in respect of measures affecting the observance of this Agreement taken by regional or local governments or authorities within the territory of a Party. When an arbitral tribunal appointed under Part 10 has ruled that a provision of this Agreement has not been observed, the responsible Party shall take such reasonable measures as may be available to it to ensure its observance. The provisions of Part 10 relating to the suspension of the application of benefits of equivalent effect shall apply in cases where it has not been possible to secure such observance.

3 This Article does not apply to Part 8 concerning Government Procurement.

Article 68

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 the operation of this Agreement.

2 The Parties shall undertake a general review of the operation of this Agreement in 2005.

Article 69

Transparency

1 Each Party shall promptly make public all laws, rules, regulations, judicial decisions and administrative rulings of general application pertaining to trade in goods, services, and investment; shall promptly make available administrative

guidelines which significantly affect trade in services covered by its commitments; and shall endeavour to make available promptly administrative guidelines which significantly affect trade in goods and investment.

2 Each Party shall endeavour to provide opportunity for comment by the other Party on its proposed laws, rules, regulations and procedures affecting trade in goods and services and investments if it is of the view that any such proposed laws, rules, regulations and procedures are likely to affect the rights and obligations of either Party under this Agreement.

3 Each Party shall respond promptly to all requests by the other Party for specific information on any of its measures of general application. Each Party shall establish one or more enquiry points to provide specific information upon request on all such measures.

4 In view of the importance of transparency of domestic legislation and procedures affecting trade in goods and the supply of services and in investment to the operation of this Agreement, the Parties shall discuss any concerns which may arise in this area at the reviews referred to in Article 68, in order to address means of overcoming such concerns.

Article 70

Business Law

With a view to facilitating business through addressing issues of common interest in relation to business law, the Parties shall exchange information on their respective business laws as a first step in identifying issues for attention and consideration of an appropriate ongoing process for addressing these issues.

Article 71

General Exceptions

Provided that such measures are not used as a means of arbitrary or unjustified discrimination against persons of the other Party or as a disguised restriction on trade in goods and services or investment, nothing in this Agreement shall preclude the adoption by any Party of measures in the exercise of its legislative, rule-making and regulatory powers:

- a) necessary to protect public order or morality, public safety, peace and good order and to prevent crime;
- b) necessary to protect human, animal or plant life or health;

- c) necessary to prevent unfair, deceptive or misleading practices or to deal with the effects of defaults on services contracts;
- d) necessary to protect national works, items or specific sites of historical or archaeological value, or to support creative arts¹¹ of national value;
- e) to conserve exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption;
- f) necessary to secure compliance with laws and regulations relating to customs enforcement, tax avoidance or evasion;
- g) in connection with the products of prison labour.

Article 72

Movement of Natural Persons

1 This Agreement applies to measures affecting natural persons who are service suppliers of a Party, and natural persons of a Party who are employed by a service supplier of a Party, in respect of the supply of a service.

2 This Agreement 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.

3 In accordance with Articles 17, 18, 19 and 20, the Parties may negotiate specific commitments applying to the movement of all categories of natural persons supplying services under this Agreement. Natural persons covered by

¹¹ Illustrative list of "creative arts": the creative arts, including ngā toi Māori (Māori arts), comprise a range of art forms and disciplines including: dance, music, theatre, haka, waiata and other performing arts; visual arts, such as painting, sculpture, craft arts, whakairo (carving), raranga (weaving), tā moko; literature; film and video; language arts and new media. Cross-disciplinary arts activities that incorporate more than one art form are also included.

The term encompasses those activities involved in the presentation, execution and interpretation of the arts; and the study and technical development of these art forms and activities.

a specific commitment shall be allowed to supply the service in accordance with the terms of that commitment.

4 This Agreement shall also not 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 either Party under the terms of a specific commitment¹².

Article 73

Measures to Safeguard the Balance of Payments

1 In the event of serious balance of payments and external financial difficulties or threat thereof, a Party may adopt or maintain restrictions on trade in services on which it has undertaken specific commitments, including on payments or transfers for transactions related to such commitments. In the case of investments, a Party may adopt or maintain restrictions with regards to payments relating to the transfer of proceeds from investment.

2 The restrictions referred to in paragraph 1:

- a) shall be consistent with the Articles of Agreement of the International Monetary Fund;
- b) shall avoid unnecessary damage to the commercial, economic and financial interests of the other Party;
- c) shall not exceed those necessary to deal with the circumstances described in paragraph 1;
- d) shall be temporary and be phased out progressively as the situation specified in paragraph 1 improves; and
- e) shall be applied on a national treatment basis.

3 Any restrictions adopted or maintained under paragraph 1, or any changes therein, shall be promptly notified to the other Party within 14 days from the date such measures are taken.

4 The Party adopting any restrictions under paragraph 1 shall commence consultations with the other Party within 90 days from the date of notification in order to review the measures adopted by it.

¹² The sole fact of requiring a visa for natural persons shall not be regarded as nullifying or impairing benefits under a specific commitment.

5 In the case of trade in goods, where a Party is in serious balance of payments and external financial difficulties or under threat thereof, it may, in accordance with GATT 1994 and the Understanding on the Balance-of-Payments Provisions of GATT 1994, adopt restrictive import measures.

Article 74

Treaty of Waitangi

1 Provided that such measures are not used as a means of arbitrary or unjustified discrimination against persons of the other Party or as a disguised restriction on trade in goods and services or investment, nothing in this Agreement shall preclude the adoption by New Zealand of measures it deems necessary to accord more favourable treatment to Maori in respect of matters covered by this Agreement including in fulfillment of its obligations under the Treaty of Waitangi.

2 The Parties agree that the interpretation of the Treaty of Waitangi, including as to the nature of the rights and obligations arising under it, shall not be subject to the dispute settlement provisions of this Agreement. Part 10 shall otherwise apply to this Article. An arbitral tribunal appointed under Article 61 may be requested by Singapore to determine only whether any measure (referred to in paragraph 1) is inconsistent with its rights under this Agreement.

Article 75

Critical Shortages

Provided that such measures are not used as a means of arbitrary or unjustified discrimination against persons of the other Party or as a disguised restriction on trade in goods and services or investment, nothing in this Agreement shall preclude the adoption by Singapore of measures it deems necessary to prevent or relieve a critical shortage or threat thereof of any such imports deemed or defined as essential to Singapore under its domestic laws and regulations, and where the situation referred to gives rise, or is likely to give rise, to major difficulties for Singapore, provided that such measures shall, if Singapore deems fit, be discontinued as soon as the conditions giving rise to such measures have ceased to exist.

Article 76

Security

Nothing in this Agreement shall be construed:

- a) as preventing either Party from taking any action which it considers necessary for the protection of its essential security interests, including but not limited to action relating to traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on

directly or indirectly for the purpose of supplying a military establishment, and any action taken in time of war or other emergency in domestic or international relations;

or

- b) as preventing either Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

Article 77

Disclosure of Information

Nothing in this Agreement shall be construed to require either Party to furnish or allow access to information the disclosure of which it considers:

- a) would be contrary to its essential security interests;
- b) is contrary to the public interest as determined by its laws;
- c) is contrary to any of its laws, including but not limited to those protecting personal privacy or the financial affairs and accounts of individual customers of financial institutions;
- d) would impede law enforcement; or
- e) would prejudice legitimate commercial interests of particular enterprises, public or private.

Article 78

Taxation

The provisions of this Agreement shall not apply to any taxation measure. "Taxation measure" means any measure imposing direct or indirect taxes including excise duties as defined by the domestic laws of the Parties so long as these duties are not used for the purpose of protecting the domestic industry of the Party imposing the duties.

Article 79

Association with the Agreement

1 This Agreement is open to accession or association, on terms to be agreed between the Parties, by any Member of the WTO, or by any other State or separate customs territory.

2 The terms of such accession or association shall take into account the circumstances of the Member of the WTO, State or separate customs territory, in particular with respect to timetables for liberalisation.

Article 80

Obligations under other International, Regional or Bilateral Agreements

Nothing in this Agreement shall be regarded as exempting either Party to this Agreement from its obligations under any international, regional or bilateral

agreements to which it is a party and any inconsistency with the provisions of this Agreement shall be resolved in accordance with the general principles of international law.

Article 81

Preferences under other Agreements

1 Nothing in this Agreement shall be regarded as obliging a Party to extend to the other Party the benefit of any treatment, preference or privilege arising from any existing or any future customs union, free trade area, free trade arrangement, common market, monetary union or similar international agreement or other forms of bilateral or regional cooperation to which either of the Parties is or may become party; or as preventing the adoption of an agreement designed to lead to the formation or extension of such a union, area or arrangement or market.

2 Nothing in this Agreement shall be interpreted as obliging a Party to extend the benefit of any treatment, preference or privilege arising under this Agreement to legal or natural persons who otherwise only qualify for such benefit by virtue of a separate agreement or arrangement entered into by the other Party.

Article 82

Amendments

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

Article 83

Annexes

The Annexes to this Agreement, including any Appendices thereto, shall be an integral part of this Agreement.

Article 84

Entry into Force, Duration and Termination

1 This Agreement shall be subject to ratification. Ratification shall be effected by an exchange of Notes between the Parties. The Agreement shall enter into force on the date of such exchange of Notes.

2 This Agreement may be terminated by either Party on giving 180 days' written notice to the other Party.

IN WITNESS whereof the undersigned, duly authorised, have signed this Agreement.

DONE in duplicate at _____ this _____ day of _____, 2000.

For New Zealand:

For Singapore:

ANNEX 1

RULES OF ORIGIN

Explanatory Notes

General

Words and terms used in Article 5 shall be interpreted in accordance with the following Notes.

The following classes of goods are deemed to originate in a Party:

Section 1

Wholly Produced or Obtained

1 Goods wholly produced or obtained in a Party shall be taken as originating in that Party. The following only shall be taken to be produced or obtained wholly in a Party:

- a) mineral products extracted from its soil, its waters, its seabed, or beneath the seabed;
- b) vegetable products harvested or gathered there;
- c) live animals born and raised there;
- d) products obtained from live animals born and raised there;
- e) products obtained by hunting, fishing or aquaculture conducted there;
- f) products of fishing and other marine products taken outside its waters by vessels registered or recorded with a Party;
- g) products processed and/or made on board factory ships registered or recorded with a Party exclusively from products referred to in paragraph (f);
- h) products taken by a Party, or a person of a Party, from the seabed or beneath the seabed outside territorial waters, provided that that Party has rights to exploit such seabed;

- i) waste and scrap resulting from production in a Party and fit only for the recovery of raw materials;
- j) waste and scrap fit only for the recovery of raw materials derived from used articles collected there;
- k) goods produced there exclusively from the products referred to in paragraph (a) to (j).

(Note: Packing materials (including labels) and packing containers in which the goods are packed shall be disregarded for the purposes of establishing whether or not the goods are wholly obtained or produced.)

Section 2

Goods Partly Manufactured

1 *Definition of materials*

For the purposes of Article 5, "materials", including inner containers, means all inputs into the manufacturing process (other than those materials treated as overheads) used or consumed in the production of the finished goods, in the form in which they are received at the factory or works from a domestic or foreign supplier.

2 *Originating materials (including inner containers) and qualifying expenditure*

For the purposes of Article 5(1)(b)(ii)(A), originating materials and the qualifying expenditure thereof shall be:

- a) materials being "wholly produced or obtained" as defined by Section 1(1) of these Notes; and where those materials do not leave the territory of either Party and are incorporated into a final product for export from one Party to the other Party, qualifying expenditure shall be treated as wholly of Singapore or New Zealand origin;

or

- b) materials of mixed origin, being materials which include both imported content and content of one or both Parties. For the purposes of Article 5(1)(b), in calculating the expenditure on a material incorporated in a final product for export from one Party to the other Party, the cost of that material shall be taken as:
 - (i) wholly of qualifying area content: if a material has or is deemed to have 40 percent or more area content (meaning originating in the territory of one or both Parties), then 100 per cent of the expenditure on that material shall be taken as qualifying content of the final good;

- (ii) partly of qualifying area content: if the material has less than 40 percent area content, qualifying area content shall be in direct proportion to the actual area content (e.g. if a material has 15 per cent area content, then 15 per cent of the expenditure shall be included as qualifying content of the final good).

Paragraph 2(b)(i) does not apply where a last process of manufacture of a material takes place outside the territory of the Parties and that material is subsequently received or acquired by a factory or works in the territory of one of the Parties. In this circumstance, the qualifying expenditure on the intermediate processed material shall be the cost of the material to the factory or works, excluding the cost of any material, or processes, not originating in the Parties.

3 *Quality control checking and testing*

For the purposes of qualification as the manufacture of one of the Parties, quality control checking and testing procedures shall be regarded as the last process of manufacture subject to the following conditions:

- a) this shall not apply to any textile or textile articles, clothing, headwear or footwear, as defined in the following Harmonised System classifications:

<u>Chapter 39:</u>	3926.20, ex 3926.90 (NZ tariff item 3926.90.01);
<u>Chapter 40:</u>	4015.11, 4015.19, 4015.90;
<u>Chapter 42:</u>	42.03;
<u>Chapter 43:</u>	43.03, 43.04;
<u>Chapter 48:</u>	4818.50;
<u>Chapters 50-65</u>	inclusive;
<u>Chapter 70:</u>	70.19;
<u>Chapter 94:</u>	9404.21, 9404.29, 9404.30, 9404.90;
<u>Chapter 96:</u>	9606.21, 9606.22, 9606.29, 9606.30, 96.07;

- b) in respect of other products which contain some qualifying area content, the quality control checking and testing element as the last process of manufacture of the good shall be equivalent to at least 8 per cent of the factory or works cost of the final product when exported from one Party to the other Party;
- c) in respect of products which do not contain any other qualifying area content, quality control checking and testing procedures shall comprise not less than 50 per cent of the factory or works cost of the final product when exported from one Party to the other Party.

4 *Valuation of Materials*

- a) Valuation of materials shall be 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;
- b) subject to paragraphs (c), (d) and (e), expenditure on materials shall be taken as the manufacturer's actual costs in bringing the materials into the factory or works, inclusive of any freight component, but excluding any

customs or excise or other duties paid or payable in respect of those materials;

- c) where any material has been supplied free of charge or at a reduced cost, the expenditure on the material shall be determined in accordance with Article 8(1)(b) of the WTO Agreement on Implementation of Article VII of the GATT 1994 and:
 - (i) the costs of freight, insurance, packing and all other costs incurred in transporting such materials into the factory or works shall be added, whether or not those costs have been incurred by the manufacturer;
 - (ii) any such supply shall be treated as if it were purchased by the manufacturer;
 - (iii) the above provisions may be applied to any earlier supply if necessary;
- d) the Parties may exclude expenditure on any materials (whether actual cost or normal market value) where they are satisfied that the material has been added or attached to the goods solely for the purpose of artificially raising the level of qualifying content;
- e) if the Parties determine that expenditure on any material is in excess of the normal market value, they may determine the expenditure on that material.

5 *Labour*

Expenditure under this heading comprises the following labour costs incurred in connection with manufacturing:

- a) salaries and wages;
- b) benefits (e.g. productivity bonuses, company vehicle, Central Provident Fund contributions by the employer, accident insurance/compensation, dental and medical benefits);
- c) other factory or works labour costs incurred in connection with manufacturing, such as:
 - (i) Skills Development Fund contributions;
 - (ii) Foreign Worker Levies;
 - (iii) contributions under the Workmen's Compensation Scheme;
 - (iv) management of the process of manufacture;
 - (v) receipt of materials;
 - (vi) handling and storage of materials and goods within the factory or works;
 - (vii) supervision;
 - (viii) training;
 - (ix) quality control;

- (x) packing into containers (including inner containers and shipping and airfreight containers) within the factory or works.

6 *Overheads*

Subject to paragraphs (p) to (x) below, expenditure under this heading comprises the following costs incurred in connection with manufacturing:

- a) inspecting and testing materials and goods;
- b) insuring real property, plant, equipment and materials used in the production of the goods; insuring work in progress and finished goods; liability insurance; accident compensation; insurance against consequential loss from accident to plant and equipment;
- c) dies, moulds, tooling, and the depreciation, maintenance and repair of plant and equipment, whether or not these items originate within the territory of a Party;
- d) interest payments for plant and equipment;
- e) research, development, design and engineering;
- f) rent, leasing, mortgage interest, depreciation on buildings, maintenance, repair, rates and taxes for real property used in the production of the goods;
- g) leasing of plant and equipment, whether or not these items originated within a Party;
- h) materials and supplies not being directly incorporated into the manufactured goods (e.g. energy, fuel, water, lighting, lubricants, rags), whether or not these items originated within a Party;
- i) storage of materials and goods at the factory or works;
- j) royalties or licenses in respect of patented machines or processes used in the manufacture of the goods, or in respect of the right to manufacture the goods;
- k) subscriptions to standards institutions and industry and research associations;
- l) factory security, provision of medical care (e.g. first aid kits and medical supplies), cleaning services, cleaning materials and equipment, training materials, disposal of waste, safety and protective clothing and equipment, and the subsidisation of a factory cafeteria to the extent not recovered by returns;
- m) computer facilities allocated to the process of manufacture of the goods;

- n) contracting-out parts of the manufacturing process within the territory of the Parties;
- o) employee transport, factory vehicle expenses, and any tax in the nature of a fringe benefits tax payable on a cost specified under paragraphs 5 and 6.

Expenditure under this heading does not include the following:

- p) costs relating to the general expense of doing business, such as the cost of providing executive, financial, sales, advertising, marketing, accounting and legal services, and insurance;
- q) costs for telephone, mail, and other means of communication;
- r) the cost of shipping and airfreight containers;
- s) the cost of conveying, insuring, or shipping the goods after their manufacture is completed;
- t) royalty payments relating to a licensing agreement to distribute or sell the goods;
- u) rent, mortgage interest, depreciation on buildings, property insurance premiums, maintenance, repair, taxes and rates for real property used by personnel charged with administrative functions;
- v) international travel expenses, including fares and accommodation;
- w) manufacturer's profits, or the profit or remuneration of any trader, agent, broker, or other person dealing in the goods after their manufacture;
- x) any other costs and expenses incurred after the completion of the manufacture of the goods.

Section 3

Definitions

For the purpose of these Notes:

- a) "factory or works" means the place in either Party where the last process of manufacture of the goods occurs;
- b) "factory or works cost", in relation to any goods manufactured in a factory or works, means expenditure that is incurred directly by the manufacturer in the production of the goods, or expenditure which can reasonably be allocated to the production of the goods. Such expenditure is determined in accordance with paragraphs 3, 4, 5 and 6 of Section 2 of these Notes;

- c) "inner containers" includes any container or containers into which or on which any goods are packed for export, but excludes any shipping container, pallet or similar article carried by any ship or aircraft;
- d) "the manufacturer" means the person who undertakes the last process of manufacture of the goods;
- e) "materials", including inner containers, means all inputs into the manufacturing process (other than materials treated as overheads) used or consumed in the production of the finished good, in the form in which they are received at the factory or works;
- f) "other duties" includes goods and services tax, sales tax, anti dumping and countervailing duties; and
- g) "goods exported from the territory of one Party into the territory of the other Party" includes goods which are exported via a third country but which do not enter the commerce of that country, with the exception of goods entering Australia only for the purpose of unloading and reloading.

Section 4

Additional Notes

1 References to "last process of manufacture" can best be understood by the concept of an article which is different from the component parts or materials. Minimal operations or processes such as pressing, labelling, ticketing, packaging, and preparation for sale shall not, by themselves, be considered to be the last process of manufacture. However, where the last process has been performed, the costs of these operations or processing may, in some cases, fall within qualifying expenses.

2 Expenditure on labour and overhead items shall be included once only in the calculation of the factory or works costs.

3 Depreciation of plant, equipment and buildings shall be calculated in accordance with generally accepted accounting principles, as applied by the manufacturer.

ANNEX 2

SERVICES COMMITMENTS

ANNEX 2.1

Schedule of Commitments: New Zealand

Consistent with the objectives of this Agreement to liberalise trade in services and support the APEC Bogor goals, and in the interests of facilitating a clear understanding of the nature of services trade commitments made under this Agreement for business users and the wider public, New Zealand has adopted a sui generis, plain language, approach to scheduling its services specific commitments. Where further clarification regarding the coverage of a specific services commitment is required - i.e. beyond that provided in the sectoral heading or sub-heading - this is set out clearly in parentheses below in a section entitled "coverage".

Unless otherwise specified, there is no residency requirement attached to registration in those services sectors where New Zealand has made specific commitments.

The modes of supply referred to in this schedule are:

- | | | |
|----------------------------------|---|---|
| Cross border mode | : | the supply of a service from the territory of one Party into the territory of the other Party |
| Consumption abroad mode | : | the supply of a service in the territory of one Party to the service consumer of the other Party |
| Commercial presence mode | : | the supply of a service by a service supplier of one Party, through commercial presence in the territory of the other Party |
| Presence of natural persons mode | : | the supply of a service by a service supplier of one Party, through presence of natural persons of that Party in the territory of the other Party |

All Sectors

Presence of Natural Persons

No commitments other than on certain categories of intra-corporate transferees (ie natural persons employed by a service supplier of the other Party supplying services through a commercial presence) and business visitors as defined below. For intra-corporate transferees the following conditions apply:

Executives and senior managers (ie senior employees of an organisation who have been employed for at least 12 months prior to proposed transfer to New Zealand and who are responsible for the entire or a substantial part of an organisation's operations in New Zealand and receive general supervision or direction from higher level executives, board directors or stockholders): an initial period of stay of up to 3 years;

Specialist and/or senior personnel (ie persons being transferred to undertake a specific or specialist task at senior level within the company): an initial period of stay of up to 12 months;

Specialist personnel (ie natural persons who have been employed by an organisation for at least 12 months prior to proposed transfer to New Zealand and who possess trade, technical or professional skills responsible for a particular aspect of an organisation's operations in New Zealand): an initial period of stay of up to 3 years;

Installers and servicers (ie installers and servicers of machinery /equipment where such installation or servicing is a condition of the purchase of the machinery/equipment): for periods of stay not exceeding 3 months in any 12 month period.

For business visitors (ie service sellers representing a service supplier of the other Party seeking temporary entry to negotiate for the sale of services where these do not involve direct sales to the general public) the following conditions apply: for a period or periods not exceeding 3 months in any calendar year.

Overseas Investment

National treatment in the establishment of commercial presence is subject to the Overseas Investment Regulations 1995, issued under the Overseas Investment Act 1973¹³. These provide that Overseas Investment Commission (OIC) approval is required for the following investments by an overseas person:

- a) acquisition or control of 25 per cent or more of any class of shares or voting power in a New Zealand entity where either the consideration for

¹³ The OIC, in determining whether to grant approval, acts in accordance with a screening regime (a non-legally binding description of which is contained in Annex 3 on Investment Limitations) which may be adjusted or replaced from time to time by New Zealand Government legislation, regulation or policy setting.

the transfer or the value of the assets, exceeds NZ\$50 million, unless an exemption exists or an authorisation is granted;

b) commencement of business operations or acquisition of an existing business, including business assets, in New Zealand, where the total expenditure to be incurred in setting up or acquiring that business or those assets exceeds NZ\$50 million, unless an exemption exists or an authorisation is granted;

c) acquisition, regardless of dollar value, of non-urban land (including scenic reserve land as defined in the above legislation, land over 0.4 hectares on specified off-shore islands and any land on all other islands unless an exemption exists or an authorisation is granted), and any land wherever located worth more than NZ\$10 million.

No commitment to national treatment concerning enterprises currently in State ownership.

Sector-Specific Commitments

BUSINESS SERVICES

Professional Services

Legal Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Accounting, Auditing and Bookkeeping Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Taxation Preparation Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Architectural Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Engineering Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Integrated Engineering Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Urban Planning and Landscape Architectural Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Dental Services

No market access limitations in the consumption abroad or commercial presence modes of supply. No national treatment limitations in the consumption abroad mode of supply. Market access in the cross border mode of supply and national treatment in the cross border, commercial presence and presence of natural persons modes of supply is limited to registered dentists who must satisfy the relevant registration board that they intend to reside and practise in New Zealand.

Veterinary Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Computer And Related Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Research And Development Services

Research and Development Services on Social Sciences and Humanities except Research and Development Services undertaken by State-Funded Tertiary Institutions

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Real Estate Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Rental/Leasing of Equipment Without Crew

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Other Business Services

Advertising Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Market Research and Public Opinion Polling Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Management Consulting Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Services Related to Management Consulting

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Technical Testing and Analysis Services

(Coverage: testing and analysis services of physical properties, testing and analysis services of integrated mechanical and electrical systems)

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Services Incidental to Agriculture, Hunting and Forestry

(Coverage: services incidental to animal husbandry covered in next entry)

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Services Incidental to Animal Husbandry

No market access or national treatment limitations in the cross border or consumption abroad modes of supply. Market access in the commercial presence mode of supply is subject to the Herd Testing Regulations under the Dairy Board Act 1961 which restrict the provision of herd testing services to providers licensed by the New Zealand Dairy Board. The number of licences may be limited.

Services Incidental to Manufacturing

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Placement and Supply Services of Personnel

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Investigation and Security Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Related Scientific and Technical Consulting Services

(Coverage: subsurface surveying services, surface surveying services, and mapmaking services excluding cadastral surveying services)

No market access or national treatment limitations in the consumption abroad or commercial presence modes of supply. Supply of services cross border is not technically feasible.

Maintenance and Repair of Equipment (not including Maritime Vessels, Aircraft or other Transport Equipment)

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Building Cleaning Services

No market access or national treatment limitations in the consumption abroad or commercial presence modes of supply. Supply of services cross border is not technically feasible.

Photographic Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Packaging Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Printing Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Convention Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Translation and Interpretation Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Interior Design Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Exhibition Management Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

COMMUNICATIONS SERVICES

Courier Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Telecommunications Services

No market access limitations in the cross border, consumption abroad or commercial presence modes of supply. No national treatment limitations in the cross border or consumption abroad modes of supply. National treatment in the commercial presence mode of supply is subject, in the case of the Telecom Corporation of New Zealand Limited, to the Articles of Association of that corporation which limit the shareholding by any single overseas entity to 49.9 per cent and require that at least half of the Board of Directors be New Zealand citizens.

Audio-visual Services

Motion Picture Projection Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

CONSTRUCTION AND RELATED ENGINEERING SERVICES

(Coverage: general construction work for buildings, civil engineering, installation and assembly work, building completion and finishing work, site preparation, new construction (other than pipelines), and maintenance and repair of fixed structures)

No market access or national treatment limitations in the consumption abroad or commercial presence modes of supply. Supply of services cross border is not technically feasible.

DISTRIBUTION SERVICES

Commission Agents' and Wholesale Trade Services

(Coverage: commission agents' services (excluding agricultural raw materials, live animals, food products, beverages, tobacco and wool), wholesale trade services (excluding agricultural raw materials, live animals, food products, beverages, tobacco and wool))

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Retail Trade Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Franchising

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

EDUCATION SERVICES

(Coverage: primary, secondary and tertiary education in private institutions)

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply¹⁴.

ENVIRONMENTAL SERVICES

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

FINANCIAL SERVICES

Banking and other Financial Services (excluding Insurance)

Banking and other financial services (excluding insurance) referred to in these commitments are understood to include:

- a) acceptance of deposits and other repayable funds from the public;
- b) lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction;
- c) financing leasing;
- d) all payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts;

¹⁴ Specific commitments on market access and national treatment through any mode of supply shall not be construed to confer recognition of university degrees for the purposes of admission, registration and qualification for professional practice in New Zealand.

- e) guarantees and 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:
 - (i) money market instruments (including cheques, bills, certificates of deposits);
 - (ii) foreign exchange;
 - (iii) derivative products including, but not limited to, futures and options;
 - (iv) exchange rate and interest rate instruments, including products such as swaps, forward rate agreements;
 - (v) transferable securities;
 - (vi) other negotiable instruments and financial assets, including bullion;
- g) 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;
- h) money broking;
- i) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;
- j) settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;
- k) provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services;
- l) advisory, intermediation and other auxiliary financial services on all the activities listed in paragraphs (a) through (k), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy.

National treatment in the commercial presence mode of supply is subject to the provisions of the Financial Reporting Act 1993 and the Companies Act 1993. These Acts require overseas companies to prepare financial statements on an annual basis comprising a balance sheet, a profit and loss statement and (if required by an applicable financial reporting standard approved by the Accounting Standards Review Board) a statement of cash flows. The Acts also require such financial statements in relation to an overseas company's New Zealand business. The Acts require the following companies to deliver annual audited financial statements to the Registrar of Companies for registration: (a) issuers (ie those which have raised investment from public); (b) overseas companies; (c) subsidiaries of companies or bodies corporate incorporated

outside New Zealand; (d) companies in which 25 per cent or more of the shares are held or controlled by: (i) a subsidiary of a company or body corporate incorporated outside New Zealand or a subsidiary of that subsidiary; (ii) a company or body corporate incorporated outside New Zealand; or (iii) a person not ordinarily resident in New Zealand.

Commitments in the cross-border mode of supply for insurance and insurance-related services are limited to:

- insurance of risks relating to maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting them and any liability arising therefrom, and goods in international transit;
- reinsurance and retrocession and services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services.

Commitments in the consumption abroad mode of supply for insurance and insurance—related services are limited to:

- life insurance
- insurance of risks relating to maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting them and any liability arising therefrom, and goods in international transit;
- reinsurance and retrocession and services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services.

Commitments in the cross-border mode of supply for banking and other financial services (excluding insurance) are limited to:

- provision and transfer of financial information and financial data processing as referred to in paragraph (k) above, and advisory and other auxiliary services, excluding intermediation, relating to banking and other financial services as referred to in paragraph (l) above.

Commitments in the consumption abroad mode of supply for banking and other financial services (excluding insurance) cover:

- financial services as indicated in paragraphs (a)-(l) above.

Insurance and Insurance-Related Services

For life insurance, reinsurance and retrocession and services auxiliary to insurance, no market access or national treatment limitations in the commercial presence mode of supply.

For non-life insurance, market access and national treatment in the cross border mode of service supply is subject to the following limitation:

Compulsory worker's compensation insurance via levies on vehicle owners, employers, employees and the self-employed is provided solely by the Accident Compensation Corporation.

For non-life insurance, market access and national treatment in the commercial presence mode of supply is subject to the following limitations:

- a) compulsory worker's compensation insurance via levies on vehicle owners, employers, employees and the self-employed is provided solely by the Accident Compensation Corporation;
- b) the Earthquake Commission is the sole insurer of residential property disaster insurance for replacement cover up to NZ\$100,000 per dwelling and NZ\$20,000 on personal property. These amounts may be increased by regulation;
- c) the Apple and Pear Marketing Board has the power to organise compulsory hail insurance on behalf of growers and to require them to pay a levy to recover the premium amount of this insurance.

For insurance intermediation services, market access and national treatment in the cross border mode of supply is subject to the following limitation:

Compulsory worker's compensation insurance via levies on vehicle owners, employers, employees and the self-employed is provided solely by the Accident Compensation Corporation.

For insurance intermediation services, market access and national treatment in the commercial presence mode of supply is subject to the following limitations:

- a) compulsory worker's compensation insurance via levies on vehicle owners, employers, employees and the self-employed is provided solely by the Accident Compensation Corporation;
- b) the Apple and Pear Marketing Board and United Wheatgrowers (New Zealand) Ltd have the power to organise compulsory disaster insurance on behalf of growers and to require them to pay a levy to recover the premium amount of this insurance.

No commitment on the marketing and sale of insurance and insurance intermediation services for the following products: agricultural, horticultural and market gardening products, live animals and animal products, meat and meat products, vegetables, fruit, animal and vegetable oils, dairy products, other food products and wool.

Banking and Other Financial Services

No market access or national treatment limitations in the commercial presence mode of supply.

HEALTH RELATED AND SOCIAL SERVICES

Other Human Health Services

Ambulance Services and Residential Health Facilities Services other than Hospital Services

No market access limitations in the consumption abroad or commercial presence modes of supply. Supply of services cross border is not technically feasible.

TOURISM AND TRAVEL-RELATED SERVICES

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

RECREATIONAL, CULTURAL AND SPORTING SERVICES

Archive Services (excluding "Public Archives" as defined in the Archives Act 1957)

No market access or national treatment limitations in the cross-border, consumption abroad or commercial presence modes of supply.

Sports and Recreational Services (excluding Gambling and Betting Services)

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

TRANSPORT SERVICES

Maritime Transport Services

No commitment on apples, pears, kiwifruit, dairy products and hops.

International Transport of Freight and Passengers (excluding Cabotage)

No market access or national treatment limitations in the cross border or consumption abroad modes of supply. No commitment on the establishment of a registered company for the purpose of operating a fleet under the New Zealand flag in the commercial presence mode of supply. No commitment on ships' crews in the presence of natural persons mode of supply.

Maritime Agency Services, Maritime Brokerage Services and International Towage

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Certain Port Services

(Coverage: pilotage, towing and tug assistance, provisioning, fuelling and watering, garbage collecting and ballast waste disposal, port captains' services, navigation aids, emergency repair facilities, anchorage, other shore-based operational services essential to ship operations, including communications, water and electrical supplies)

No commitments on market access or national treatment. No measures shall be applied which deny international maritime transport suppliers reasonable and non-discriminatory access to the above port services.

Air Transport Services

Sales and Marketing of Air Transport Services

Apart from the following products, no market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

No commitment on apples, pears, kiwifruit, dairy products and hops.

Computer Reservation System Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Rail Transport

(Coverage: passenger, freight, and pushing and towing services)

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Road Transport

(Coverage: commercial road transport services: passenger, freight (excluding mail), rental and vehicle recovery)

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Pipeline Transport

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

Services Auxiliary to All Modes of Transport

No commitment on apples, pears, kiwifruit, dairy products and hops.

Storage and Warehousing Services

No market access or national treatment limitations in the consumption abroad mode of supply. No market access or national treatment limitations for storage and warehousing services for land and maritime transport in the commercial presence mode of supply. Supply of storage and warehousing services cross border is not technically feasible.

Freight Forwarding Services

No market access or national treatment limitations in the cross border, consumption abroad or commercial presence modes of supply.

ANNEX 2

SERVICES COMMITMENTS

ANNEX 2.2

Schedule of Commitments: Singapore

Cover note

CPC

With the exception of telecommunications services, archive services, other maritime auxiliary services and financial services, the classification of services sectors shall be based on the 1991 provisional Central Product Classification of the United Nations Statistical Office. The ordering shall reflect the services sectoral classification list as used in GATT document MTN.GNS/W/120 dated 10 July 1991. 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 definitions for telecommunications services, archive services, other maritime auxiliary services and financial services shall be as stated in the schedule of specific commitments for these services.

Format for Scheduling

The scheduling of specific commitments shall follow 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.

Scheduling of Measures Relating to both Market Access and National Treatment

Measures inconsistent with both Articles 17 and 18 have been inscribed in the column relating to Article 17. The inscription shall also be considered a qualification to Article 18.

Supply of Services which are not Technically/Technologically Feasible

Except for telecommunications services, the entry " Unbound* " means unbound due to lack of technical/technological feasibility.

Modes of supply:	1) Cross-border supply 3) Commercial presence	2) Consumption abroad 4) Presence of natural persons
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Sectors	Limitations on market access	Limitations on national treatment	Additional commitments
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<u>Horizontal Commitments</u>

ALL SECTORS INCLUDED IN THIS SCHEDULE			
	I. Presence of natural persons unbound, except for intra-corporate transferees and business visitors (see below)	I. Unbound	
	II. Temporary movement of skilled personnel unbound except for the temporary movement of intra-corporate transferees at the level of managers, executives and specialists. "Intra-corporate transferees" refers to managers, executives and specialists, as defined below, who are employees of firms that provide services within Singapore through a branch, subsidiary, or affiliate established in Singapore and who have been in the prior employ of their firms outside	II. Unbound	

	<p>Singapore for a period of not less than 1 year immediately preceding the date of their application for admission and who are one of the following:</p> <p>a) Managers — persons within an organisation who primarily direct the organisation, or a department or sub-division of the organisation, supervise and control the work of other supervisory, professional or managerial employees, have the authority to hire and fire or recommend hiring, firing, or other personnel actions (such as promotion or leave authorization), and exercise discretionary authority over day-to-day operations. Does not include first-line supervisors, unless the employees supervised are professionals, nor does it include employees who primarily perform tasks</p>		
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	<p>necessary for the provision of the service.</p> <p>b) Executives — persons within the organisation who primarily direct the management of the organisation, exercise wide latitude in decision-making, and receive only general supervision or direction from higher-level executives, the board of directors, or stockholders of the business. Executives would not directly perform tasks related to the actual provision of the service or services of the organisation.</p> <p>c) Specialists - persons within an organisation who possess knowledge at an advanced level of expertise and who possess proprietary knowledge of the organisation's service, research equipment, techniques, or management. (Specialists</p>		
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	<p>may include, but are not limited to, members of licensed professions.)</p> <p>Entry for these intra-corporate transferees is limited to a three year period that may be extended for up to 2 additional years for a total term not to exceed 5 years.</p> <p>For business visitors (ie service sellers representing a service supplier of the other Party seeking temporary entry to negotiate for the sale of services where these do not involve direct sales to the general public) the following conditions apply: visitors would be granted an initial stay of up to 1 month upon arrival. The stay may be extended up to a maximum of 3 months, upon request.</p>		
		<p>III. Commercial presence, right of establishment and movement of juridical persons are subject to compliance with the following provisions:</p> <ul style="list-style-type: none"> - a foreigner who 	

		<p>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 appointing a local manager.)</p> <ul style="list-style-type: none">- 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	
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		Employment Pass holder.)	
	IV. Specific commitments in market access in any sector or subsector, through any mode of delivery, shall not be construed to override the limitations established in the financial services sector	IV. None	
	V. Commercial presence in terms of Article 17(2)(f) unbound for corporate entities where the Singapore Government is the majority shareholder or has a special share. The term 'special share' whether created by a corporate entity's articles of association, or by domestic law or administrative action, includes a paid-up share or any other share (whether ordinary, equity or otherwise) and any share that has special voting or veto rights in respect of or entitles the holder to give or withhold consent or object to: (i) the disposal of the whole or	V. Commercial presence unbound for corporate entities where the Singapore Government is the majority shareholder or has a special share. The term 'special share' whether created by a corporate entity's articles of association, or by domestic law or administrative action, includes a paid-up share or any other share (whether ordinary, equity or otherwise) and any share that has special voting or veto rights in respect of or entitles the holder to give or withhold consent or object to: (i) the disposal of the whole or substantial part of the corporate	

	<p>substantial part of the corporate entity's undertaking;</p> <p>(ii) the acquisition by any person of any specified percentage of the issued share capital of the corporate entity;</p> <p>(iii) the appointment of the board of directors, management and/or executive staff of the corporate entity;</p> <p>(iv) the winding up or dissolution of the corporate entity; or</p> <p>(v) any change to the memorandum of association and/or articles of association of a corporate entity relating to the issue, ownership, transfer, cancellation and acquisition of shares of the corporate entity, appointment and dismissal of the board of directors, management and/or executive staff of the corporate entity.</p>	<p>entity's undertaking;</p> <p>(ii) the acquisition by any person of any specified percentage of the issued share capital of the corporate entity;</p> <p>(iii) the appointment of the board of directors, management and/or executive staff of the corporate entity;</p> <p>(iv) the winding up or dissolution of the corporate entity; or</p> <p>(v) any change to the memorandum of association and/or articles of association of a corporate entity relating to the issue, ownership, transfer, cancellation and acquisition of shares of the corporate entity, appointment and dismissal of the board of directors, management and/or executive staff of the corporate entity.</p>	
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Modes of supply:	1) Cross-border supply 3) Commercial presence	2) Consumption abroad 4) Presence of natural persons
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Sectors	Limitations on market access	Limitations on national treatment	Additional commitments
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<u>Sector Specific Commitments</u>

1. BUSINESS SERVICES	
A. Professional services	

Accounting and auditing services, except for financial auditing services (8621 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Financial auditing services (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	
Taxation services except for other	1) None	1) None	

tax-related services (863 **)	2) None 3) None 4) Unbound except as indicated in the horizontal section	2) None 3) None 4) Unbound	
Other tax-related services (86309)	1) 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 Accounts Board Singapore can practise as tax consultants for local tax laws. 2) None 3) As in mode 1 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Architectural services (8671)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Engineering services and integrated engineering services Only : a) civil	1) None 2) None 3) None 4) Unbound except as indicated in the	1) None except that the implementation in Singapore (for example submission to the authorities and construction) has to be carried out by a	

<p>engineering services b) production engineering services c) mechanical engineering services d) electrical engineering services e) electronic engineering services f) aeronautical engineering services g) marine engineering services h) naval architectural engineering services i) industrial engineering services j) chemical engineering services</p> <p>(8672 ** & 8673**)</p>	<p>horizontal section</p>	<p>professional engineer physically present in Singapore</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound</p>	
<p>Landscaping services (86742 **)</p>	<p>1) None</p> <p>2) None</p> <p>3) None</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>	
<p>Medical services (9312)</p>	<p>1) Unbound</p> <p>2) None</p> <p>3) None, other than the number of new foreign doctors registered each year may be limited depending on the</p>	<p>1) None</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound</p>	

	total supply of doctors 4) Unbound except as indicated in the horizontal section		
Dental services (93123)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Veterinary services (932)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Services provided by midwives, nurses, physiotherapists and para-medical personnel (93191 **)	1) Unbound 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

B. Computer and related services			
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Consultancy services related to the installation of computer hardware (841)	1) None 2) None 3) None	1) None 2) None 3) None	
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Software implementation services (842) Data processing services (843) Database services (844) Other computer services (845 & 849)	4) Unbound as indicated in the horizontal section	4) Unbound	
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C. Research and Development services			
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R&D services for natural sciences and engineering (851 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
R&D services on social sciences and humanities for projects undertaken by tertiary institutions R&D services in economic and behavioural research (852 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Interdisciplinary R&D services for projects undertaken by education	1) None 2) None	1) None 2) None	

institutions	3) None	3) None	
R&D services in environmental sciences (853 **)	4) Unbound except as indicated in the horizontal section	4) Unbound	

D. Real estate services			
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Real estate services, including real estate appraisal services of all types of properties (ie land and buildings), other than State properties (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 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None except that unbound for the purchase of land for the development of residential housing 4) Unbound	
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E. Rental/ Leasing services without operators			
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Leasing or rental services without operators relating to ships (83103)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
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Leasing or rental services without operators relating to aircraft (83104)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Leasing or rental services without operators relating to motor vehicles (831 **)	1) None except that the rental of motor vehicles by Singaporeans 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 motor vehicles by Singaporeans with the intent to use the vehicles in Singapore is prohibited 2) None 3) None 4) Unbound	

F. Other business services			
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Advertising services (8711,8712,8719)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Market research and public opinion polling services (864)	1) None 2) None 3) None	1) None 2) None 3) None	

	4) Unbound except as indicated in the horizontal section	4) Unbound	
Management consulting services, including office management and administrative services (865)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Services related to management consulting (866)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Technical testing and analysis services, excluding testing and analysis services of motor vehicles and classification societies (8676 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Testing and analysis services of motor vehicles (8676 **)	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	
Services incidental to agriculture,	1) None 2) None	1) None 2) None	

<p>hunting, forestry and fishing, excluding: a) services of farm labour contractors; b) firefighting; c) forest services including forest damage services; and d) logging related services but including consultancy services for forest service including forest damage services, and logging related services (881**, 882 **)</p>	<p>3) None 4) Unbound except as indicated in the horizontal section</p>	<p>3) None 4) Unbound</p>	
<p>Services incidental to manufacturing (884 & 885, except 88442)</p>	<p>1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section</p>	<p>1) None 2) None 3) None 4) Unbound</p>	
<p>Placement and supply services of personnel (872)</p>	<p>1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section</p>	<p>1) None 2) None 3) None 4) Unbound</p>	
<p>Security consultation services (87302)</p>	<p>1) None 2) None 3) None 4) Unbound except</p>	<p>1) None 2) None 3) None 4) Unbound</p>	

	as indicated in the horizontal section		
Alarm monitoring services (87303)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Unarmed guard services (87305 **)	<p><u>Horizontal limitations on market access and national treatment</u> All commitments are subject to the Private Investigation and Security Agencies Act (PISA). The Act stipulates that:</p> <ul style="list-style-type: none"> · 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. · The foreign directors must produce a certificate of no criminal conviction from their country of origin or a statutory declaration 		

	<p>before a local commissioner of oaths.</p> <ul style="list-style-type: none"> Foreigners are not allowed to work as guards, but can be involved in the administration of the company. <p>1) Unbound*</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) Unbound*</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound</p>	
<p>Land surveying services (86752, 86753, 86754)</p>	<p>1) Unbound*</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) Unbound*</p> <p>2) None</p> <p>3) None except:</p> <p><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 Singapore; (b) has a valid practising certificate; and (c) is a registered</p>	

		<p>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>	
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		4) Unbound	
Maintenance and repair of equipment (not including maritime vessels, aircraft or other transport equipment) (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	
Building cleaning services (874)	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	
Photographic services (875)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Packaging services (876)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Convention and exhibition management services (87909 **)	1) None 2) None 3) None 4) Unbound except	1) None 2) None 3) None	

	as indicated in the horizontal section	4) Unbound	
Translation and interpretation services (87905 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Interior design services (87907 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

2. COMMUNICATION SERVICES	
B. Courier services	

Courier services in respect of documents and parcels, including express letters (*) (7512) (*) Express letter service means either a local or an international express letter service or both. This service is administered under the Telecommunica-	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
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<p>tions (Class License for Postal Services) Regulations 1997. Express letters must be delivered and received in the same working day, and charges must be more than S\$1 per item or 3 times Singapore Post's postage for a 20 gram ordinary letter, whichever is higher. An international express letter must be delivered faster than Singapore Post's published delivery standards for airmail letters and must have a price which is at least 3 times higher than Singapore Post's ordinary 20 gram airmail letter rate to the same country of destination. Incoming international express letters must be delivered by the same working day.</p>			
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<p>C. Telecommunication services</p>	<p><u>Telecommunication services</u></p> <ul style="list-style-type: none"> · The number of licences granted will be limited only by physical constraints such as the availability of frequency spectrum¹⁵ and land. · This excludes services licensed and regulated under the Singapore Broadcasting Authority Act.
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¹⁵ In view of spectrum constraints, parties interested in deploying networks based on wireless technology will be licensed via a tender and/or auction process.

Facilities-Based Operators (FBO) ¹⁶	1) None	1) None	
a) FBO designated as Public Telecommunication Licensee (PTL)¹⁷	2) None	2) None	
b) Terrestrial telecommunication networks¹⁸ for telecommunication purposes, including:	3) None	3) None	
- submarine cable (includes establishment of frontier stations, backhaul and sale of Indefeasible Rights of Use);	4) Unbound except as indicated in the horizontal section	4) Unbound	
- satellite international gateways; and			
- domestic telecommunication networks (including core backbone and local access			

¹⁶ Facilities-based operators are operators that intend to deploy any form of telecommunication networks, systems and facilities to offer telecommunication switching, transmission capacity and services to existing licensed telecommunication operators, businesses and consumers.

¹⁷ The Info-Communications Development Authority of Singapore (iDA) will consider favourably applications by FBOs to be designated as PTLs if the FBO commits to substantial infrastructure investment and rollout to offer services to a significant proportion of the population within a reasonable time period. In return, a PTL's network installation process and the maintenance and protection of their networks receive special consideration under the Telecommunications Act of 1999.

¹⁸ These networks can have international, nationwide local or selected local coverage.

<p>c) networks). public cellular mobile telephone services (PCMTS) d) public radio paging services (PRPS) e) public mobile data services (PMDS) f) public trunked radio services (PTRS) g) terrestrial telecommunication networks for broadcasting purposes only h) satellite uplink/downlink for broadcasting purposes</p>			
<p>Services-Based Operators (SBO)¹⁹:</p> <p>a) Individually licensed services</p> <ul style="list-style-type: none"> - resale of leased circuit services - virtual private network (VPN) services - managed data network services - internet access services - internet exchange 	<p>1) None</p> <p>2) None</p> <p>3) None</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>	

¹⁹ Services-based operators are operators who lease telecommunications network elements (i.e. transmission capacity, switching services, ducts, fibre, etc.) from FBO licensees to provide telecommunication services to third parties or who resell the telecommunications services of FBOs.

<ul style="list-style-type: none"> - services store & forward (S&F) value-added network services - live audiotex services <p>b) Class-licensed²⁰ services</p> <ul style="list-style-type: none"> - callback and/or call re-origination services - internet based voice and/or data services - international calling card services (ICC) - audiotex services - resale of public switched telecommunication services (PSTS) - store & retrieve (S&R) value-added network services_ 			
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D. Audiovisual services	
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Promotion or advertising services for motion picture and video	1) None 2) None	1) None 2) None	
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²⁰ Under the class licensing scheme, the licence terms and conditions are gazetted. Anyone who provides the services will be deemed to have read and agreed to the terms and conditions of the class licence. They will also be required to register with iDA.

production and distribution (96111)	3) None 4) Unbound except as indicated in the horizontal section	3) None 4) Unbound	
Motion picture and video production (96112) Motion pictures and video distribution (96113)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Motion picture projection services (9612)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

3. CONSTRUCTION AND RELATED ENGINEERING SERVICES	
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Pre-erection work at construction sites (511) Construction work for building (512) Construction work for civil engineering (513) Assembly and erection of	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
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<p>prefabricated constructions (514)</p> <p>Special trade construction work (515)</p> <p>Installation work (516)</p> <p>Building completion and finishing work (517)</p> <p>Renting services related to equipment for construction or demolition of buildings or civil engineering works, with operator (518)</p>			
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<p>4. DISTRIBUTION SERVICES</p>	
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<p>Commission agents' services except for : pharmaceutical goods and medical goods (62117 **)</p>	<p><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.</p> <p>1) None</p> <p>2) None</p>	<p>1) None</p>	
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	<p>3) None</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>2) None</p> <p>3) None</p> <p>4) Unbound</p>	
<p>Sale on a fee or contract basis of pharmaceutical goods and medical goods not intended for the Singapore market (62117 **)</p>	<p>1) None</p> <p>2) None</p> <p>3) None</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>	
<p>Sale on a fee or contract basis of pharmaceutical goods and medical goods intended for the Singapore market (62117**)</p>	<p>1) Unbound</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) Unbound</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound</p>	
<p>Wholesale trade services except for pharmaceutical goods and medical goods and surgical and orthopaedic instruments (622 **)</p>	<p><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.</p> <p>1) None</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound except as indicated in the</p>	<p>1) None</p> <p>2) None</p> <p>3) None</p>	

<p>Wholesale trade services of motor vehicles (61111)</p> <p>Retail sales of motor vehicles (61112)</p> <p>Sales of parts and accessories of motor vehicles (61130)</p> <p>Sales of motorcycles and snowmobiles and related parts and accessories (61210)</p>	<p>3) None</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>3) None</p> <p>4) Unbound</p>	
<p>Franchising services (8929 **)</p>	<p>1) None</p> <p>2) None</p> <p>3) None</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>	

<p>5. EDUCATION SERVICES</p>	<p><u>Education services</u></p> <p>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.</p>		
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<p>Secondary and post-secondary technical and vocational education services (92230, 92240, 92310)</p>	<p>1) None</p> <p>2) None</p> <p>3) None</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>	
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Other higher education services (923900)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Adult education services (92400)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Short term training including English language courses (92900 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

6. ENVIRONMENTAL SERVICES	
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Environmental services except: a) sewage services (9401) b) new environmental services (94 **)	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	
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7. HEALTH RELATED	
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AND SOCIAL SERVICES			
Other human health services- ambulance services (93192)	1) Unbound * 2) None 3) Unbound 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) Unbound 4) Unbound	
Acute care hospitals, nursing homes and convalescent hospitals as defined by the Private Hospitals and Medical Clinics Act, run on a commercial basis (93193 **)	1) Unbound* 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) None 4) Unbound	
Social services delivered through residential institutions to old persons and the handicapped (93311) Social services delivered through residential institutions to children and other clients (93312 **) Statutory supervision services as listed in Appendix 1 are excluded from the scope of these commitments	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	
Child day-care	1) Unbound	1) Unbound	

<p>services including day-care services for the handicapped (93321)</p> <p>Vocational rehabilitation services (93324)</p> <p>Statutory supervision services as listed in Appendix 1 are excluded from the scope of these commitments.</p>	<p>2) None</p> <p>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</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>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</p> <p>3) None</p> <p>4) Unbound</p>	
<p>Guidance and counselling services not elsewhere classified related to children (93322)</p>	<p>1) Unbound</p> <p>2) None</p> <p>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</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) Unbound</p> <p>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</p> <p>3) None</p> <p>4) Unbound</p>	
<p>Welfare services not delivered through residential institutions (93323)</p>	<p>1) Unbound</p> <p>2) None</p> <p>3) None, except that the total number of facilities/ service operations</p>	<p>1) Unbound</p> <p>2) None except that Singapore retains the discretion to determine whether a non-resident service supplier</p>	

	<p>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</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>may solicit business or conduct active marketing in Singapore</p> <p>3) None</p> <p>4) Unbound</p>	
<p>Other social services without accommodation, except for statutory supervision services, as listed in Appendix 1 (93329 **)</p>	<p>1) Unbound</p> <p>2) None</p> <p>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</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) Unbound</p> <p>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</p> <p>3) None</p> <p>4) Unbound</p>	

<p>8. TOURISM AND TRAVEL RELATED SERVICES</p>	
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<p>Hotel and other lodging services (641)</p>	<p>1) Unbound *</p> <p>2) None</p> <p>3) None</p>	<p>1) None</p> <p>2) None</p> <p>3) None</p>	
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	4) Unbound except as indicated in the horizontal section	4) Unbound	
Food serving services, except for meal serving facilities in self-service facilities (642 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
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	
Tourist guide services (7472)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) None 4) Unbound	

10. RECREATIONAL, CULTURAL AND SPORTING SERVICES	
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Entertainment services (including theatre, live bands & circus services) (9619)	1) None 2) None 3) None 4) Unbound except	1) None 2) None 3) None 4) Unbound	
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	as indicated in the horizontal section		
Library services (96311)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Archive services except for services specified under the National Heritage Board Act	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Parks except for national parks, nature reserves and parklands as defined under the National Parks Act (9633 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Sports and recreational services, except gambling and betting services (964 **)	1) Unbound * 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) None 4) Unbound	

11. TRANSPORT SERVICES	
A. Maritime transport	<u>Maritime transport services</u> No commitments on apples, pears, kiwifruit, dairy products and

Services	hops.		
International transport of freight and passengers (excluding cabotage) (7211 **, 7212 **)	1) None 2) None 3) None except on the establishment of a registered company for the purpose of operating a fleet under the Singapore flag 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 establishment of a registered company for the purpose of operating a fleet under the Singapore flag 4) Unbound	
Ship agency services (748 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Space brokerage services for all maritime transport (748 **)	1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
Other maritime auxiliary services			In accordance with the decisions made at the WTO Negotiating Group on Maritime Transport Services, where the following services are not otherwise covered

			<p>by the obligation enshrined in Article XXVIII (c)(ii) of the GATS, they will be made available to international maritime transport operators on reasonable and non-discriminatory terms and conditions:</p> <ul style="list-style-type: none"> - pilotage; - towing and tug assistance; - provisioning, fuelling and watering; - garbage collection and ballast; waste disposal; - port captain's services; - navigation aids; - emergency repair facilities; - anchorage; and - other shore-based operational services essential to ship operations, including communications, water and electrical suppliers.
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C. Air transport Services	<p><u>Air transport services</u></p> <p>No commitments on apples, pears, kiwifruit, dairy products and hops</p>
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Selling and marketing of air transport services	<p>1) None</p> <p>2) None</p> <p>3) Unbound</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) None</p> <p>2) None</p> <p>3) Unbound</p> <p>4) Unbound</p>	
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F. Road transport services	
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Rental services of cars with operators (71222) Rental services of buses and coaches with operators (71223) Rental services of commercial freight vehicles with operators (71240)	1) Unbound * 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) None 4) Unbound	
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Freight transportation of: a) refrigerated goods (71231) b) liquids or gases (71232) c) containerised freight (71233) d) furniture (71234)	1) Unbound * 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound * 2) None 3) None 4) Unbound	
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Maintenance and repair services of motor vehicles (61120) Maintenance and repair services of parts of motor vehicles (88 **)	1) None 2) None 3) None 4) Unbound as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	
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Parking services (74430)	1) None 2) None 3) None 4) Unbound as indicated in the horizontal section	1) None 2) None 3) None 4) Unbound	

H. Services auxiliary to all modes of transport	<u>Services auxiliary to all modes of transport</u> No commitments on apples, pears, kiwifruit, dairy products and hops.		
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Storage and warehousing services, including container station and depot services (742)	1) Unbound* 2) None 3) Unbound except storage and warehouse services for maritime and land modes of transport 4) Unbound except as indicated in the horizontal section	1) Unbound* 2) None 3) Unbound except storage and warehouse services for maritime and land modes of transport 4) Unbound	
Freight forwarding services for all modes of transport (748 **)	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
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Sectors	Limitations on market access	Limitations on national treatment	Additional commitments
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Financial services	<u>Financial services</u> All the commitments in this schedule are subject to horizontal commitments in Singapore's schedule of specific commitments under this Agreement. 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 Articles 21, 15 and 81 of this Agreement. The commitments in this schedule do not apply to new financial services as defined in Article 16(s) of this Agreement.		
A. Insurance and insurance-related services			

a) Life insurance services including annuity, disability income, accident and health insurance services	1) Unbound 2) None 3) None 4) Unbound except as indicated in the horizontal section	1) Unbound 2) None 3) None 4) Unbound	
b) Non-life insurance services including disability income, accident and health	1) Unbound 2) None except for compulsory insurance of Motor Third Party Liability and Workmen's Compensation which can be purchased only	1) Unbound 2) None 3) None 4) Unbound	

<p>insurance and contracts of fidelity bonds, performance bonds or similar contracts of guarantee</p>	<p>from licensed insurance companies in Singapore</p> <p>3) None</p> <p>4) Unbound except as indicated in the horizontal section</p>		
<p>c) Reinsurance and retrocession</p>	<p>1) None</p> <p>2) None</p> <p>3) Representative offices cannot conduct business or act as agents</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>	
<p>d) Insurance intermediation comprising broking and agency services</p>	<p>1) Unbound</p> <p>2) Agents are not allowed to act for unregistered insurers. With the exception of reinsurance risks and risks insured by protection and indemnity clubs, brokers can only place domestic risks outside Singapore with the approval of MAS</p> <p>3) None except that direct and reinsurance brokers must be established as 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>	

<p>e) Services auxiliary to insurance comprising actuarial, loss adjustors, average adjustors and consultancy services</p>	<p>1) None 2) None 3) None 4) Unbound except as indicated in the horizontal section</p>	<p>1) None 2) None 3) None 4) Unbound</p>	
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<p>B. Banking and other financial services</p>	
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<p>a) Acceptance of deposits and other repayable funds from the public</p>	<p>1) Unbound 2) None 3) Only institutions approved as banks, merchant banks and finance companies can accept deposits. 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, the MAS may exercise appropriate differentiated measures against that foreign financial institution in Singapore to safeguard the interest of the Singapore office's</p>	<p>1) Unbound 2) None 3) <u>Commercial banks</u> 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. Unbound for provision of all electronic banking services. Location of banks and relocation of banks and sub-branches require prior approval from MAS. Restricted banks can only accept foreign currency fixed deposits from and operate current accounts for residents and non-residents. For Singapore dollar</p>	
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	<p>depositors. Establishment and operation of foreign banks, merchant banks and finance companies are also subject to the limitations listed under activities B(a) to B(l) and the following limitations:</p> <p><u>Commercial Banks</u> No new full and restricted banks. New foreign banks may only establish as offshore bank branches or representative offices. Representative offices cannot conduct business or act as agents. Banks, with MAS' approval, can operate foreign currency savings accounts only for non-residents. A single/related group of foreign shareholders can only hold up to 5 per cent of a local bank's shares.</p> <p><u>Merchant banks</u> Foreign banks and merchant banks may establish as merchant bank subsidiaries or merchant bank branches.</p> <p><u>Finance companies</u> No new finance companies. The limit on aggregate foreign ownership of each</p>	<p>deposits, they can only accept fixed deposits of S\$250,000 or more per deposit. 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.</p> <p><u>Merchant Banks</u> Merchant banks can operate from only one office (excluding back-office operations). Location and relocation of merchant banks require MAS' prior approval. Merchant banks can, with MAS' authorisation, raise foreign currency funds from residents and non-residents, operate foreign currency savings accounts for non-residents and raise Singapore dollar funds from their shareholders and companies controlled by their shareholders, banks, other merchant banks and finance companies.</p> <p><u>Finance companies</u> Location of finance companies and relocation of sub-branches require MAS' prior approval.</p>	
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	<p>domestic finance company shall not exceed 20 per cent. Dealing in foreign currencies, gold or other precious metals, and acquiring foreign currency stocks, shares, or debt/convertible securities is subject to MAS' approval under the Finance Companies Act.</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>Foreign-owned finance companies cannot establish off-premise ATMs, ATM networking and new sub-branches.</p> <p>4) Unbound</p>	
<p>b) Lending of all types including consumer credit, mortgage credit, factoring and financing of commercial transaction</p>	<p>1) Unbound</p> <p>2) None</p> <p>3) a) Other than in-house credit cards, credit and charge cards may be issued by card issuers approved by MAS subject to MAS' guidelines. b) Singapore dollar loans by local and foreign-owned financial institutions, to non-residents, non-resident controlled companies and to residents for use outside Singapore require MAS' prior approval.</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) None</p> <p>2) None</p> <p>3) Each offshore bank's lending in Singapore dollars to residents shall not exceed S\$500m in aggregate. Offshore banks should not use their related merchant banks to circumvent the S\$500m lending limit. Unbound for establishment of off-premise cash dispensing machines for credit and charge cards.</p> <p>4) Unbound</p>	

<p>c) Financial leasing</p>	<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>	
<p>d) Payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers' drafts</p>	<p>1) Unbound</p> <p>2) None</p> <p>3) 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. Multi-purpose stored value cards can only be issued by a bank in Singapore licensed by MAS. 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>	<p>1) Unbound</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound</p>	
<p>e) Guarantees and commitments</p>	<p>1) None except for the limitations indicated in activity A(b) for insurance companies providing contracts of fidelity bonds,</p>	<p>1) None</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound</p>	

	<p>performance bonds or similar contracts of guarantee</p> <p>2) None</p> <p>3) 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, and B(b)(3)(b) above</p> <p>4) Unbound except as indicated in the horizontal section</p>		
<p>f) Trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:</p> <ul style="list-style-type: none"> - money market instruments (including cheques, bills, certificates of deposit); - foreign exchange; - derivative products, including financial futures and options; - exchange rate and interest rate instruments, including 	<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</p> <p>2) None</p> <p>3) Banks and merchant banks are required to set up separate subsidiaries to trade financial futures for customers. Financial futures brokers can establish as</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>	

<p>swaps and forward rate agreements;</p> <ul style="list-style-type: none"> - transferable securities; - other negotiable instruments and financial assets, including bullion 	<p>branches or subsidiaries. The offer of derivative products involving the Singapore dollar is subject to the requirement indicated in B(b)(3)(b). 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>g) Participation in issues of all kinds of securities, including underwriting and placement as agent and provision of services related to such issues</p>	<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</p> <p>2) None</p> <p>3) Singapore Exchange Limited (SGX) will admit new members from July 2000. Initially, new members will be able to trade directly in S\$ denominated securities of Singapore-incorporated companies with resident investors</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>	

	<p>for a minimum value of S\$500,000. This limit would be reduced to S\$150,000 in July 2001. Representative offices cannot conduct business or act as agents. For Singapore dollar denominated securities quoted on SGX, International Members can only deal with residents for transactions above S\$500,000 each. Banks' and merchant banks' membership on SGX must be held through subsidiaries. Only banks licensed in Singapore can apply to become primary and registered dealers of Singapore Government Securities.</p> <p>4) Unbound except as indicated in the horizontal section</p>		
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<p>h) Money broking</p>	<p>1) Unbound 2) None 3) Unbound for new money brokers 4) Unbound except</p>	<p>1) Unbound 2) None 3) None 4) Unbound</p>	
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	as indicated in the horizontal section		
i) Asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services	<p>1) Unbound</p> <p>2) None</p> <p>3) Asset management companies, custodial depositories, and trust services companies may only establish as branches, subsidiaries or joint-ventures. Only the Central Depository Pte Ltd is authorised to provide securities custodial depository services under the scripless trading system</p> <p>4) Unbound except as indicated in the horizontal section</p>	<p>1) Unbound</p> <p>2) None</p> <p>3) None</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) Settlement and clearing services for exchange traded securities and financial futures, and Singapore dollar cheques and interbank funds</p>	<p>1) Unbound</p> <p>2) None</p> <p>3) Unbound</p> <p>4) Unbound</p>	

	<p>transfer can only be provided by SGX or its subsidiaries and Banking Computer Services Pte Ltd.</p> <p>4) Unbound except as indicated in the horizontal section</p>		
<p>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</p> <p>* including credit rating agencies</p>	<p>1) Commercial presence is required for provision of investment and portfolio research and advice to the public</p> <p>2) None</p> <p>3) Investment advisers may only establish as branches, subsidiaries, joint-ventures or representative offices. Representative offices cannot conduct business or act as agents.</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>	
<p>l) Provision and transfer of financial information, and financial data processing and related software by providers of other financial services</p>	<p>1) Unbound except for the provision of financial information by providers such as Reuters and Bloomberg. The Singapore branches of foreign banks can transmit data to their head offices and sister branches for</p>	<p>1) None for the provision of financial information by providers such as Reuters and Bloomberg</p> <p>2) None</p> <p>3) None</p> <p>4) Unbound</p>	

	<p>processing provided proper controls exist, the integrity and confidentiality of the data/information are safeguarded, and MAS is allowed on-site access to the data/information at the place where the data/information is processed.</p> <p>2) Only the provision of financial information by providers such as Reuters and Bloomberg is allowed.</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>		
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APPENDIX 1: TYPES OF SOCIAL SERVICES EXCLUDED FROM SINGAPORE'S SCHEDULE OF 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 school²¹ 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).

²¹ 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 3

INVESTMENT LIMITATIONS

Introductory Note

1 Each Party has set out, pursuant to Article 32, the limitations established by it that do not conform with obligations imposed by:

- a) Article 28 (most-favoured-nation status); and
- b) Article 29 (national treatment).

2 Each limitation sets out the following elements:

- a) "Type of Limitation" specifies the obligation referred to in paragraph 1 for which a limitation is necessary;
- b) "Legal Citation" identifies the laws, regulations or other measures which are relevant to the limitation. A measure cited in the legal citation element:
 - (i) means the measure as amended, continued or renewed as of the date of entry into force of this Agreement, and
 - (ii) includes any subordinate measure adopted or maintained under the authority of and consistent with the measure;
- c) "Description" sets out the non-conforming aspects of the measures for which the limitation is necessary, or the basis on which the limitation is applied to a sector.

ANNEX 3.1

Limitations of New Zealand

A. All sectors

Type of Limitation: National treatment (Article 29)

Legal Citation: Fisheries Act 1996
Overseas Investment Act 1973
Overseas Investment Act Regulations 1995
Overseas Investment Amendment Act 1998

Description: 1 Under the Overseas Investment Act Regulations, 1995, issued under the Overseas Investment Act 1973 Ministerial approval is required for the following investments by an overseas person:

- a) acquisition or control of 25 per cent or more of any class of shares or voting power in a New Zealand entity where either the consideration for the transfer or the value of the assets exceeds NZ\$50 million, unless an exemption exists or an authorisation is granted;
- b) commencement of business operations, or acquisition of an existing business, including business assets, in New Zealand, where the total expenditure to be incurred in setting up or acquiring that business or those assets exceeds NZ\$50 million, unless an exemption exists or an authorisation is granted;
- c) acquisition, regardless of dollar value, of:
 - (i) 25 per cent or more of any class of shares or voting power in a New Zealand entity that owns commercial fishing quota or annual catch entitlement;
 - (ii) commercial fishing quota or annual catch entitlement;

unless an exemption exists or an authorisation is granted;

d) acquisition, regardless of dollar value of:

- (i) New Zealand land outside of urban areas and exceeding five hectares or land wherever located worth more than NZ\$ 10 million;

- (ii) scenic reserve land (including land that encompasses or adjoins recreational, historic or heritage areas, the foreshore and lakes);
- (iii) land over 0.4 hectares on specified off-shore islands;
- (iv) any land on all other islands;

unless an exemption exists or an authorisation is granted;

- e) acquisition, regardless of dollar value, of 25 percent or more of any New Zealand entity that owns or controls:
 - (i) New Zealand land outside of urban areas and exceeding five hectares or land wherever located worth more than NZ\$ 10 million;
 - (ii) scenic reserve land (including historic or heritage areas, the foreshore and lakes);
 - (iii) land over 0.4 hectares on specified off-shore islands;
 - (iv) any land on all other islands;

unless an exemption exists or an authorisation is granted.

2 Ministers, in determining whether to grant approval, act in accordance with a screening regime (a non-legally binding description of which is appended to this Annex) which may be adjusted or replaced from time to time by New Zealand Government legislation, regulation or policy setting.

B. Producer and Marketing Boards

Type of Limitation: National treatment (Article 29)

Legal Citation: Agriculture (Emergency Powers) Act 1934
Apple and Pear Export Regulations 1999
Apple and Pear Industry Restructuring Act 1999
Dairy Board Act 1961
Dairy Industry Restructuring Act 1999
Game Industry Board Regulation 1985
Hop Marketing Regulations 1939
Kiwifruit Export Regulations 1999
Kiwifruit Industry Restructuring Act 1999
Marketing Act 1936
Meat Board Act 1997
Pork Industry Board Act 1997
Primary Products Marketing Act 1953
Wool Board Act 1997

Description: More favourable treatment may be accorded to New Zealand nationals and permanent residents in respect of ownership of Producer and Marketing Board assets.

C. Fishing

Type of Limitation: National treatment (Article 29)

Legal Citation: Fisheries Act 1996

Description: 1 Without the permission of the Minister of Fisheries, and subject to any conditions that he or she thinks fit to impose, no vessel owned or operated by an overseas person may be registered to carry out commercial fishing or fish carrying activities.

2 No vessel that is not a New Zealand ship will be used for commercial fishing within the territorial sea of New Zealand.

3 Foreign fishing vessels or fish carriers are required to obtain the approval of the Minister of Fisheries before entering New Zealand internal waters. If the Minister of Fisheries is satisfied that the vessel has undermined international conservation and management measures he or she may deny the vessel approval to enter New Zealand internal waters.

D. Privatisation

Type of Limitation: National treatment (Article 29)

Legal Citation:

Description: More favourable treatment may be accorded to New Zealand nationals and permanent residents in respect of ownership of enterprises currently in State ownership.

E. Overseas Company Reporting Requirements

Type of Limitation: National treatment (Article 29)

Legal Citation: Companies Act 1993
Financial Reporting Act 1993

Description: Overseas companies are required to prepare audited financial statements on an annual basis. Legislation also requires financial statements in relation to an overseas company's New Zealand business. The following companies are required to deliver annual audited financial statements to the Registrar of Companies for registration:

- a) issuers — i.e. those who have raised capital from the New Zealand public ;
- b) overseas companies;
- c) subsidiaries of companies or bodies corporate incorporated outside New Zealand;
- d) companies in which 25 per cent or more of the shares are held or controlled by:
 - (i) a subsidiary of a company or body corporate incorporated outside New Zealand or a subsidiary of that subsidiary;
 - (ii) a company or body corporate incorporated outside New Zealand;
 - (iii) a person not ordinarily resident in New Zealand.

F. All Sectors

Type of Limitation: National treatment (Article 29)

Legal Citation:

Description: More favourable treatment may be accorded to New Zealand nationals and permanent residents in the form of incentives or other programmes to help develop local entrepreneurs and assist local companies to expand and upgrade their operations.

G. Services

Type of Limitation National treatment (Article 29)
Most favoured nation status (Article 28)

Legal Citation:

Description: 1 Most favoured nation status and national treatment shall not apply where a services sector is not scheduled under Part 5.

2 Where a services sector is scheduled under Part 5, the terms, limitations, conditions and qualifications stated therein shall apply to investments in that sector.

3 Any horizontal commitments, limitations, conditions and qualifications scheduled under Part 5 shall apply to investments in the services sector concerned.

DESCRIPTION OF THE OVERSEAS INVESTMENT REGIME

1 The following is a brief, non legally binding, description of the criteria applied to overseas investment that requires approval under New Zealand's Overseas Investment Act 1973 and the Fisheries Act 1996. The criteria may be adjusted or replaced from time to time by Government legislation, regulation or policy setting. A more detailed description of the criteria is set out in the Overseas Investment Regulations 1995.

Non-Land (Prudential Criteria)

2 Ministers must be satisfied that prospective investors:

- a) have business experience and acumen;
- b) demonstrate a financial commitment to the investment;
- c) are of good character and do not have a criminal record that would prevent them from obtaining permanent residence in New Zealand.

Land and Fishing Quota

3 In addition to the applicable prudential criteria, in order to approve overseas investment in specific non-farm land and fishing quota, Ministers must consider whether the investment is in the national interest. In doing so, Ministers shall have regard to whether the investment is likely to result in:

- a) the creation of new job opportunities in New Zealand, or the retention of existing jobs in New Zealand that would otherwise be lost;
- b) the introduction to New Zealand of new technology or business skills;
- c) the development of new export markets, or increased export market access for New Zealand exporters;
- d) added market competition, greater efficiency, greater productivity, or enhanced domestic services, in New Zealand;
- e) the introduction of additional investment for development purposes;
- f) increased processing in New Zealand of primary products;
- g) in the case of an investment in land, whether an individual intends to reside permanently in New Zealand.

Additional Requirements for Farm Land

4 In addition to the prudential criteria, approval of overseas investment in farm land requires that the farm land has been offered for sale or acquisition on the open market to New Zealanders. Farm land is defined as land used exclusively or principally for the purpose of agricultural, horticultural, or pastoral purposes, or for the keeping of bees, poultry or livestock.

5 To approve overseas investment in farm land Ministers must also consider whether the overseas investment in farm land is in the national interest and likely to result in "substantial and identifiable benefits" to New Zealand. Ministers must have regard to the same matters as for fishing quota and other land and investment, as well as:

- a) whether experimental or research work will be carried out on the land;
- b) the proposed use of the land; and
- c) whether the overseas investor intends to farm the land for his or her own use and benefit, and is capable of doing so.

ANNEX 3.2

Limitations of Singapore

A.

Services

Type of Limitation:

Most favoured nation status (Article 28)
National treatment (Article 29)

Legal Citation:

Description:

1 Most favoured nation status and national treatment shall not apply where a services sector is not scheduled under Part 5.

2 Where a services sector is scheduled under Part 5, the terms, limitations, conditions and qualifications stated therein shall apply to investments in that sector.

3 Any horizontal commitments, limitations, conditions and qualifications scheduled under Part 5 shall apply to investments in the services sector concerned.

B.

All Sectors

Type of Limitation:

National treatment (Article 29)

Legal Citation:

Description:

More favourable treatment may be accorded to Singapore nationals and permanent residents in the form of incentives or other programmes to help develop local entrepreneurs/technopreneurs and assist local companies to expand and upgrade their operations.

C.	<u>All Sectors</u>
Type of Limitation:	National treatment (Article 29)
Legal Citation:	Companies Act, Cap 50 (1994)
Description:	<p>Compliance by Foreign Companies with the Companies Act as in establishing, reporting and filing of accounts.</p> <p>a) Commercial presence, right of establishment and movement of juridical persons are subject to compliance with the following provisions:</p> <p style="margin-left: 40px;">(i) a foreigner who wishes to register a business firm must have a local manager who should be:</p> <p style="margin-left: 80px;">A) a Singapore citizen; B) a Singapore permanent resident; C) a Singapore employment pass holder; or D) a dependent's pass holder and have written permission from the Singapore Immigration and Registration (SIR).</p> <p style="margin-left: 80px;">Provided that a foreigner who is a Singapore permanent resident or a Singapore employment pass holder or a dependent's pass holder with written permission from SIR can register a business without appointing a local manager;</p> <p style="margin-left: 40px;">ii) every company must have at least 2 directors, and one of whom must be locally resident;</p> <p style="margin-left: 40px;">iii) 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 or dependent's pass holder with written permission from SIR);</p> <p>b) establishment of a foreign company's branch is subject to the filing of necessary documents.</p>

D.	<u>All Sectors</u>
Type of Limitation:	National treatment (Article 29)
Legal Citation:	Banking Act, Cap 19 (1985) Directive on Housing Loans to Financial Institutions issued by the Monetary Authority of Singapore (MAS) Residential Property Act, Cap 274 (1985)
Description:	<ol style="list-style-type: none"> 1 Ownership of land: <ol style="list-style-type: none"> a) non-citizens cannot own land. 2 Ownership of property: <ol style="list-style-type: none"> a) non-citizens are restricted from purchasing landed property and residential property in a building of less than 6 levels; b) there are also restrictions on non-citizens owning Housing & Development Board (HDB) flats; 3 Housing loans: <ol style="list-style-type: none"> a) banks are: <ol style="list-style-type: none"> (i) not allowed to extend Singapore Dollar (S\$) loans to non-Singapore citizens (excluding permanent residents) and non-Singapore companies for the purpose of purchasing residential properties in Singapore. A company incorporated outside Singapore or majority-owned by non-Singapore citizens and/or permanent residents is considered a non-Singapore company; (ii) allowed to extend only one S\$ loan to permanent residents for the purchase of residential property which must be owner-occupied.

E.	<u>All Sectors</u>
Type of Limitation:	National treatment (Article 29)
Legal Citation:	Banking Act, Cap 19 (1985) MAS Notice No. 757
Description:	<p>1 Banks are not allowed to extend S\$ credit facilities to non-residents¹ for the following purposes:</p> <ul style="list-style-type: none"> a) speculating in the S\$ currency and interest rate markets; b) financing third-party trade between countries not involving Singapore; c) financing the acquisition of shares of companies not listed on the Stock Exchange of Singapore or Central Limit Order Book (CLOB); d) financing activities outside Singapore except when approved by MAS. <p>2 Banks must consult MAS before extending S\$ credit facilities to non-residents¹ for, inter alia:</p> <ul style="list-style-type: none"> a) amounts exceeding S\$5 million for financing investments such as shares, bonds, deposits, and commercial properties; b) amounts exceeding S\$20 million via repurchase agreements of Singapore Government Securities with full delivery of collateral; and c) all activities not explicitly mentioned in the MAS Notice 757.

¹ For the purposes of this MAS Notice 757, Singapore residents are: (i) Singapore citizens; (ii) individuals who are Singapore tax-residents; (iii) companies incorporated in Singapore which are jointly-owned or majority-owned by Singapore citizens; or (iv) overseas subsidiaries which are jointly-owned or majority-owned by Singapore citizens. All other persons are considered non-residents.

F. Printing & Publishing
Manufacture & Repair of Transport Equipment
Power/Energy

Type of Limitation: [National treatment \(Article 29\)](#)

Legal Citation:

Description: More favourable treatment may be accorded to Singapore nationals and permanent residents in the above sectors.

G. Privatisation

Type of Limitation: National treatment (Article 29)

Legal Citation:

Description: More favourable treatment may be accorded to Singapore nationals and permanent residents in respect of ownership of enterprises currently in Government ownership.

H. Government-Linked Companies

Type of Limitation: Most favoured nation status (Article 28)
National treatment (Article 29)

Legal Citation:

Description: 1 Most favoured nation status and national treatment shall not apply to any corporate entities in which the Singapore Government is the majority shareholder or has a special share. Such corporate entities shall be permitted to limit the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

2 The term 'special share' whether created by a corporate entity's articles of association, or by domestic law or administrative action, includes a paid-up share or any other share (whether ordinary, equity or otherwise) and any share that has special voting or veto rights in respect of or entitles the holder to give or withhold consent or object to:

- a) the disposal of the whole or substantial part of the corporate entity's undertaking;
- b) the acquisition by any person of any specified percentage of the issued share capital of the corporate entity;
- c) the appointment of the board of directors, management and/or executive staff of the corporate entity;
- d) the winding up or dissolution of the corporate entity; or
- e) any change to the memorandum of association and/or articles of association of a corporate entity relating to the issue, ownership, transfer, cancellation and acquisition of shares of the corporate entity, appointment and dismissal of the board of directors, management and/or executive staff of the corporate entity.

I. Manufacturing Sector

Type of Limitation:	Most favoured nation status (Article 28) National treatment (Article 29)
Legal Citation:	Control of Manufacture Act, Cap 57 (1985)
Description:	Statutory licensing requirements for the manufacture of goods, such as: <ul style="list-style-type: none">a) firecrackers;b) drawn steel products;c) pig iron and sponge iron;d) rolled steel products;e) steel ingots, billets, blooms and slabs;f) beer and stout;g) CD, CD-ROM, VCD;h) DVD, DVD-ROM;i) chewing gum, bubble gum, dental chewing gum or any like substance;j) cigarettes;k) matches;l) cigars.

ANNEX 4

TECHNICAL, SANITARY AND PHYTOSANITARY REGULATIONS AND STANDARDS

ANNEX 4.1

Product Chapter on Electrical and Electronic Equipment

Section 1

Scope

1.1 The products to which this Product Chapter applies are new electrical and electronic equipment that are intended to be either directly connected or plugged-in to the low voltage supply or are battery powered and which are not telecommunications equipment or medical equipment.

1.2 The mandatory requirements to which this Product Chapter applies shall be conformity assessment processes or requirements for product testing for the products covered in Section 1.1.

1.3 The conformity assessment bodies which may be designated under this Product Chapter shall be:

- a) test facilities;
- b) certification bodies; or
- c) registration assessment bodies.

1.4 [The conformity assessment activities for which conformity assessment bodies may be designated are:](#)

- a) testing by designated test facilities;
- b) product surveillance activities undertaken in accordance with the relevant mandatory requirements by certification bodies, the results of which are supplemented by test results from designated test facilities;
- c) certification to mandatory requirements by designated certification bodies; and
- d) assessment of compliance with mandatory requirements by registration assessment bodies for registration by regulatory authorities.

1.5 For the purpose of this Product Chapter:

- a) "low voltage" has the same meaning as that defined in Band II of International Electrotechnical Commission Standards 60449:1979 — Voltage bands for electrical installations in buildings (IEC 60449:1979);
- b) "registration assessment body" means a body that may be designated by one Party in accordance with this Product Chapter to undertake assessments of compliance with the other Party's mandatory requirements for registration or approval by regulatory authorities;
- c) "product surveillance" is the process in which samples from a consignment are randomly selected, inspected and tested. SS 242:1980 (ISO 2859- 1974E) and ANSI/ASQC Z1.4 - 1993 shall be used as guides for the sampling plan, inspection, test procedures and acceptance criteria.

Section 2

Definitions

2.1 Conformity assessment in this Product Chapter refers to mandatory conformity assessment performed by third party bodies such as regulators or certification bodies.

2.2 Other definitions contained in Part 7 of the Agreement shall, unless the context requires otherwise, apply to this Product Chapter.

Section 3

Obligations

3.1 New Zealand shall accept test reports that demonstrate compliance with its mandatory requirements issued by test facilities designated by Singapore's designating authorities in accordance with Section 6.

3.2 Singapore shall accept test reports that demonstrate compliance with its mandatory requirements issued by test facilities designated by New Zealand's designating authorities in accordance with Section 6.

3.3 New Zealand shall accept the results of product surveillance activities undertaken in accordance with its mandatory requirements by certification bodies designated by Singapore's designating authorities in accordance with Section 6. Such results shall include supporting test results from test facilities designated by Singapore's designating authorities in accordance with Section 6.

3.4 Singapore shall accept the results of product surveillance activities undertaken in accordance with its mandatory requirements by certification bodies designated by New Zealand's designating authorities in accordance with Section 6. Such results shall include supporting test results from test facilities

designated by New Zealand's designating authorities in accordance with Section 6.

3.5 New Zealand shall accept certification to New Zealand's mandatory requirements undertaken by the relevant certification bodies designated by Singapore's designating authorities in accordance with Section 6.

3.6 Singapore shall accept assessments for compliance with Singapore's mandatory requirements for registration, undertaken by the registration assessment bodies designated by New Zealand's designating authorities in accordance with Section 6. Upon receipt of such assessments, Singapore's regulatory authorities shall complete the relevant product registration processes within 7 days.

Section 4

Exchange of Information

The Parties' relevant regulatory authorities shall notify each other and the relevant designating authorities of any proposed changes to their relevant mandatory requirements. Except where considerations of health, safety and the environment warrant more urgent action, such notification shall take place at least 60 days before the entry into force of the changes.

Section 5

Designating Authorities

5.1 New Zealand's designating authorities shall be:

- a) the International Accreditation New Zealand for test facilities;
- b) the Joint Accreditation System of Australia and New Zealand for certification bodies; and
- c) the Joint Accreditation System of Australia and New Zealand for registration assessment bodies.

5.2 Singapore's designating authorities shall be:

- a) the Singapore Accreditation Council for test facilities; and

- b) the Singapore Accreditation Council for certification bodies.

Section 6

Designation Procedures and Stipulated Requirements

6.1 Designating authorities shall give advance notice of at least 7 days of any changes, including suspension, to their list of designated conformity assessment bodies.

6.2 Designating authorities 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 tests with regard to particular mandatory requirements, the relevant obligations of acceptance shall be limited to the results of assessments in relation to those mandatory requirements.

6.3 Designating authorities 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.

6.4 Designated conformity assessment bodies shall not be adversely influenced by a body that manufactures or trades in electrical and electronic equipment. Furthermore, designated conformity assessment bodies shall be impartial. Any other services offered by the conformity assessment body shall be provided in a manner that does not compromise the objectivity of its conformity assessment activities and decisions.

6.5 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.

6.6 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.

6.7 The basis for designating test facilities shall be either:

- a) accreditation to ISO/IEC Guide 25: 1996 or ISO/IEC 17025:1999, 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:
 - (i) the accreditation process is conducted in compliance with ISO/IEC Guide 58:1993; and
 - (ii) 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;

or

- b) membership in the IECEE CB Scheme.

6.8 The basis for designating certification bodies and registration assessment bodies shall be either:

- a) accreditation to ISO/IEC Guide 65:1996, 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:
 - (i) the accreditation process is conducted in compliance with ISO/IEC Guide 61:1996; and
 - (ii) the accreditation body is recognised by the designating Party;

or

- b) membership in the IECEE CB/FC Scheme.

6.9 In addition to Section 6.8, a basis for designating the registration assessment bodies shall also be:

- a) participation in training in the other Party's mandatory requirements and relevant regulatory processes; and
- b) understanding of the mandatory requirements and relevant regulatory processes of the other Party.

6.10 When designating a conformity assessment body, the designating authority shall provide the following details in respect of each conformity assessment body it designates:

- a) name;
- b) postal address;
- c) facsimile (fax) number;
- d) email address;
- 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; and
- h) date of effect of designation.

Section 7

Suspension and Withdrawal of Conformity Assessment Bodies

For the purpose of this Product Chapter, the time period specified in Article 41(18) shall be 70 days.

Section 8

Progression of this Product Chapter

8.1 Both Parties agree that their officials shall engage in confidence building activities with the object of making recommendations to their respective Governments within 12 months of the entry into force of the Agreement on the options for reducing regulatory requirements which impose impediments to mutual or unilateral recognition of equivalence of mandatory requirements.

8.2 Such confidence building activities shall include a comparative review of both Parties' conformity assessment procedures, standards recognition, market surveillance procedures and market compliance levels.

Section 9

Entry Into Force

This Product Chapter shall enter into force as of the date of entry into force of the Agreement.