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主旨：有關推動我國加入「跨太平洋夥伴協定（TPP）」1案，請查照。

說明：

- 一、依據內政部104年11月24日台內秘字第1040443079號函辦理。
- 二、查參與跨太平洋夥伴協定（Trans-Pacific Partnership, TPP）之成員國業於本（104）年10月5日宣布完成談判，檢送該協定第10章跨境服務貿易文本及中文翻譯如附件，請轉知會員參考。
- 三、後續參與跨境服務貿易談判議題涉及「專業服務業」之建築服務業部分，本署仍將秉持我國加入WTO之承諾「我國建築師簽證服務僅限由我國建築師提供」及「限由已設立非公司型態之事務所之自然人提供服務」參與談判。另查行政院業於103年5月16日函送建築師法修正草案至立法院審議，修正草案增訂建築師得設立或加入法人建築師事務所之執行業務方式，如修正草案經立法院審議通過，將據以調整我國談判立場。



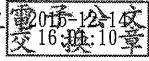
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全國建築師公會	
收	104年12月15日
文第	2815號

四、請貴會就我國推動加入「跨太平洋夥伴協定 (TPP)」涉
及建築服務業之談判立場、我國建築服務業市場開放及管
理策略、要求開放建築服務業市場之對象及方式等提供建
議，俾利後續推動參與談判事宜。

正本：中華民國全國建築師公會

副本：本署建築管理組



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CHAPTER 10

CROSS-BORDER TRADE IN SERVICES

Article 10.1: Definitions

For the purposes of this Chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 10.2: Scope

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

- (a) the production, distribution, marketing, sale or delivery of a service;
- (b) the purchase or use of, or payment for, a service;
- (c) the access to and use of distribution, transport or telecommunications networks and services in connection with the supply of a service;
- (d) the presence in the Party's territory of a service supplier of another Party; and
- (e) the provision of a bond or other form of financial security as a condition for the supply of a service.

2. In addition to paragraph 1:

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

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

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(f) ground handling services.

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

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

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

Article 10.3: National Treatment²

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

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

Article 10.4: Most-Favoured-Nation Treatment

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

Article 10.5: Market Access

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

(a) impose limitations on:

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

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- (i) the number of service suppliers, whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirement of an economic needs test;
 - (ii) the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;
 - (iii) the total number of service operations or the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test;³ or
 - (iv) the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test; or
- (b) restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service.

Article 10.6: Local Presence

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

Article 10.7: Non-Conforming Measures

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

- (a) any existing non-conforming measure that is maintained by a Party at:
 - (i) the central level of government, as set out by that Party in its Schedule to Annex I;
 - (ii) a regional level of government, as set out by that Party in its Schedule to Annex I; or
 - (iii) a local level of government;

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

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- (b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or
- (c) an amendment to any non-conforming measure referred to in subparagraph (a), to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access) or Article 10.6 (Local Presence).⁴

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

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

Article 10.8: Domestic Regulation

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

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

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

⁴ With respect to Viet Nam, Annex 10-C applies.

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

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

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

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

5. Each Party shall ensure that any authorisation fee charged by any of its competent authorities is reasonable, transparent and does not, in itself, restrict the supply of the relevant service.⁷

6. If licensing or qualification requirements include the completion of an examination, each Party shall ensure that:

- (a) the examination is scheduled at reasonable intervals; and
- (b) a reasonable period of time is provided to enable interested persons to submit an application.

7. Each Party shall ensure that there are procedures in place domestically to assess the competency of professionals of another Party.

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

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

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8. Paragraphs 1 through 7 shall not apply to the non-conforming aspects of measures that are not subject to the obligations under Article 10.3 (National Treatment) or Article 10.5 (Market Access) by reason of an entry in a Party's Schedule to Annex I, or to measures that are not subject to the obligations under Article 10.3 (National Treatment) or Article 10.5 (Market Access) by reason of an entry in a Party's Schedule to Annex II.

9. If the results of the negotiations related to paragraph 4 of Article VI of GATS, or the results of any similar negotiations undertaken in other multilateral *fora* in which the Parties participate, enter into effect, the Parties shall jointly review these results with a view to bringing them into effect, as appropriate, under this Agreement.

Article 10.9: Recognition

1. For the purposes of the fulfilment, in whole or in part, of a Party's standards or criteria for the authorisation, licensing or certification of service suppliers, and subject to the requirements of paragraph 4, it may recognise the education or experience obtained, requirements met, or licences or certifications granted, in the territory of another Party or a non-Party. That recognition, which may be achieved through harmonisation or otherwise, may be based on an agreement or arrangement with the Party or non-Party concerned, or may be accorded autonomously.

2. If a Party recognises, autonomously or by agreement or arrangement, the education or experience obtained, requirements met, or licenses or certifications granted, in the territory of another Party or a non-Party, nothing in Article 10.4 (Most-Favoured-Nation Treatment) shall be construed to require the Party to accord recognition to the education or experience obtained, requirements met, or licenses or certifications granted, in the territory of any other Party.

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

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

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

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Article 10.10: Denial of Benefits

1. A Party may deny the benefits of this Chapter to a service supplier of another Party if the service supplier is an enterprise owned or controlled by persons of a non-Party, and the denying Party adopts or maintains measures with respect to the non-Party or a person of the non-Party that prohibit transactions with the enterprise or that would be violated or circumvented if the benefits of this Chapter were accorded to the enterprise.
2. A Party may deny the benefits of this Chapter to a service supplier of another Party if the service supplier is an enterprise owned or controlled by persons of a non-Party or by persons of the denying Party that has no substantial business activities in the territory of any Party other than the denying Party.

Article 10.11: Transparency

1. Each Party shall maintain or establish appropriate mechanisms for responding to inquiries from interested persons regarding its regulations that relate to the subject matter of this Chapter.⁸
2. If a Party does not provide advance notice and opportunity for comment pursuant to Article 26.2.2 (Publication) with respect to regulations that relate to the subject matter in this Chapter, it shall, to the extent practicable, provide in writing or otherwise notify interested persons of the reasons for not doing so.
3. To the extent possible, each Party shall allow reasonable time between publication of final regulations and the date when they enter into effect.

Article 10.12: Payments and transfers⁹

1. Each Party shall permit all transfers and payments that relate to the cross-border supply of services to be made freely and without delay into and out of its territory.
2. Each Party shall permit transfers and payments that relate to the cross-border supply of services to be made in a freely usable currency at the market rate of exchange that prevails at the time of transfer.
3. Notwithstanding paragraphs 1 and 2, a Party may prevent or delay a transfer or payment through the equitable, non-discriminatory and good faith application of its laws¹⁰ that relate to:

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

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

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

Article 10.13: Other Matters

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

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

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Annex 10-A

Professional Services

General Provisions

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

Engineering and Architectural Services

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

Temporary Licensing or Registration of Engineers

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

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

Legal Services

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

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

- (a) foreign lawyers may practise foreign law on the basis of their right to practise that law in their home jurisdiction;
- (b) foreign lawyers may prepare for and appear in commercial arbitration, conciliation and mediation proceedings;
- (c) local ethical, conduct and disciplinary standards are applied to foreign lawyers in a manner that is no more burdensome for foreign lawyers than the requirements imposed on domestic (host country) lawyers;
- (d) alternatives for minimum residency requirements are provided for foreign lawyers, such as requirements that foreign lawyers disclose to clients their status as a foreign lawyer, or maintain professional indemnity insurance or alternatively disclose to clients that they lack that insurance;
- (e) the following modes of providing transnational legal services are accommodated:
 - (i) on a temporary fly-in, fly-out basis;
 - (ii) through the use of web-based or telecommunications technology;
 - (iii) by establishing a commercial presence; and

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- (iv) through a combination of fly-in, fly-out and one or both of the other modes listed in subparagraphs (ii) and (iii);
- (f) foreign lawyers and domestic (host country) lawyers may work together in the delivery of fully integrated transnational legal services; and
- (g) a foreign law firm may use the firm name of its choice.

Professional Services Working Group

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

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

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

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

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

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

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Annex 10-B

Express Delivery Services

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

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

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

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

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

7. No Party shall:

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

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

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

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

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

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Annex 10-C

Non-Conforming Measures Ratchet Mechanism

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

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

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

第 10 章 跨境服務貿易

摘要說明

- 一、**背景**：相較於貨品貿易之障礙多屬於邊境措施(如關稅、關稅配額等)，服務貿易之障礙則屬邊境內的政府管理措施(即所謂behind the border measures)。因此，TPP 服務貿易相關章節不僅要擴大服務業市場機會，也要確保公平及透明的服務貿易環境，使各成員的企業在貿易及投資方面獲得平等待遇。
- 二、**本章總計有13條條文(規範核心義務)及3個附件(專業服務業、快遞服務業及越南3年後適用自由化不倒退承諾)；市場開放部分**，由12個TPP成員提出各自市場開放清單，以附件方式附錄於後。
- 三、**服務貿易的定義**：與WTO相同，包括：
 - (一) 模式一：自一方境內向他方境內提供服務，例如透過網際網路提供醫療諮詢。
 - (二) 模式二：在一方境內對他方之消費者提供服務，例如到外國觀光、留學。
 - (三) 模式三：透過設立商業據點在他方境內提供服務，例如投資或設廠。
 - (四) 模式四：由一方的國民至他方境內提供服務，例如跨國企業派遣高階主管來台工作。本章規範的跨境服務貿易屬於模式一、二及四。模式三則規範在投資章(第9章)。
- 四、**規範中央及地方各級政府所採影響服務貿易的措施**，但不適用政府採購、行使政府權利的服務(如供電、供水等)及政府提供的補貼或優惠財政措施。
- 五、**基本核心義務**：

- (一) 國民待遇：TPP成員對其他TPP成員的服務提供者給予不低於本國服務提供者的待遇。
- (二) 最惠國待遇：TPP成員給予其他TPP成員之待遇不得低於給予非成員的待遇
- (三) 市場開放：不得採取數量、交易、資產總值、經營形式限制，或要求設立營運據點等影響服務提供者進入市場的限制措施。
- (四) 不得要求設立據點（例如住所）為提供服務的條件。

六、擴大服務業市場機會：

- (一) 採用高標準FTA常用的「負面表列」清單，意即允許將不符合的措施納入保留清單中，未納在清單中的視為開放。
- (二) 納入高標準FTA的「凍結(standstill)」及「自由化不倒退(ratchet)」承諾，自協定生效起，禁止增加新的保護措施。越南則於協定生效3年後適用自由化不倒退承諾。

七、擴大空運服務業範圍：

- (一) 服務業談判不涉航權，但空運服務業屬於服務業範圍，WTO規範的空運服務業包括飛機修理及維護、電腦訂位系統及空運服務之銷售及市場行銷等。
- (二) TPP擴大空運服務業範圍至機場經營服務、地勤服務及專業航空服務。
- (三) 同意未來繼續推動空運服務業自由化。

八、利益的拒絕：TPP成員除有權拒絕其境內的空殼公司享有跨境服務之優惠待遇，另允許TPP成員對非成員採取貿易報復手段時，亦可拒絕該非成員在TPP成員境內的

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倘有爭議則以英文版為準。

企業享有本章的優惠待遇。

- 九、**允許資金移轉及支付**：使跨境提供服務的資金移轉與支付可自由地且不遲延地匯出匯入；並可自由使用貨幣及使用市場匯率結算。
- 十、**確保跨境服務貿易的法規透明化**：要求成員在採行相關法規前，應提供事前通知及評論的機會。另法規公告及生效日之間應有合理期間，俾業者調適準備。
- 十一、**在國際規範中建立執照與資格申請及審查程序之處理準則**：規定主管機關審核資格證照申請時，應在合理時間內完成、並給予申請資料不完整案例補正的機會、受理申請進度的查詢，確保收取合理的處理費用等。另倘須經考試甫能取得證照資格時，成員亦應在合理的間隔內舉辦考試及使相關利害人能在合理期間內提出申請。
- 十二、另為加速專業證照的申請及核發，**鼓勵成員間建立學經歷、資格及證照的相互承認協議**。

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倘有爭議則以英文版為準。

附件A：有關「專業服務業」規範

為進一步加速專業服務業，特別制定「專業服務業附件」：

- 一、鼓勵成員國內相關機構就專業服務業之發照、註冊、相互承認等制定相關程序，積極對話，以利專業人士可跨國提供專業服務。
- 二、設立專業服務業工作小組，定期開會研議專業服務業之自由化方向。
- 三、突顯法律服務業、工程服務業及建築服務業的重要性，鼓勵放寬對跨國法律業務之外國律師的執業管制，鼓勵採認 APEC 亞太工程師和建築師機制。

附件B：有關「[快遞服務業]」規範

- 一、快遞服務業(包括郵政及快遞)享有公平競爭市場。
- 二、應以客觀量化標準界定郵政專營權的範圍。
- 三、禁止郵政專營業者進行普及服務及快遞服務之間的交叉補貼。
- 四、不得要求快遞業者提供普及服務或徵收普及服務基金。

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第10章 跨境服務業

第10.1條 定義

對本章而言：

機場經營服務係指基於費用或契約基礎提供航空站、機場及其他機場基礎設施經營服務。機場經營服務不包含空中導航服務。

電腦訂位系統服務係指含有航空運送班機時刻表、可訂座位、票價及票價規章等資訊並能藉此訂位及開票之電腦化系統；

跨境提供服務或跨境服務貿易所提供之服務係指

- (a)自締約一方領域內提供至締約他方領域內
- (b)於締約一方領域內向締約他方之人提供；
- (c)締約一方之國民在締約他方之領域內提供；

但不包括在締約一方領域內，由屬本協定涵蓋之投資所提供之服務；

企業係指符合第1.3條所定義的「企業」(一般適用的定義)，及一個企業的分支機構；

締約一方之企業係指依據締約一方法律所設立或組織之企業、以及在該方領域內之分支機構，並在其內從事商業活動者；

地勤服務係指以收費或契約基礎在機場提供下列服務：航空公司運務代表、行政及督導、旅客處理、行李處理、(上下飛

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機用的)活動舷梯、餐飲(準備食物除外)、空中貨櫃及郵件處理、航空器加油、航空器服務及清潔、航務簽派、組員行政管理及飛航規劃。地勤服務不包括：自助處理、保全、線上維修、航空器維修、機場設施維修或營運，例如：除冰設施、燃油分配系統、行李處理系統及機場內固定運輸網；

締約一方採取或維持之措施係指所採取或維持之措施屬於：

- (a) 中央、區域或地方政府或主管機關
- (b) 由中央、區域或地方政府或主管機關授權行使公權力之非政府團體。

空運服務之銷售及市場行銷係指相關航空運送人員自由銷售及行銷其空運服務的機會，包括各方面之行銷，諸如市場調查、廣告及經銷。此等行為不包括空運服務之價格制定與適用條件；

行使公權力時所提供之服務係指任何非基於商業基礎，亦非與一家或多家服務提供者競爭之服務；

締約一方之服務提供者係指締約一方之人，提供或尋求提供服務；

特別航空服務係指任何使用航空器提供商業營運之專業服務，主要目的並非運送貨物或乘客，例如空中消防、飛行訓練、觀光、噴灑、勘察、繪圖、照測、跳傘、滑翔機拖曳、

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伐木及營造之直升機吊掛，及其他空中農業、工業與檢查服務。

第10.2條 範圍

1. 本章適用於締約一方對其他締約方服務提供者有關跨境服務所採取或維持之措施，包括下列有關之措施：
 - (a) 服務之生產、分配、行銷、販售及遞送；
 - (b) 跨境服務之購買使用或付款；
 - (c) 與服務提供相關之分配、運送或電信網路服務之接近或使用；
 - (d) 締約他方之服務提供者在於領域內設立據點；以及
 - (e) 提供債券或其他形式之金融證券供擔保，作為提供服務之條件。
2. 除第1段外：
 - (a) 第10.5條(市場進入)、第10.8條(國內規章)和第10.11條(透明化)亦應適用於締約一方於其領域內藉由屬本協定涵蓋之投資行為¹所採取或維持之影響服務提供的措施；以及
 - (b) 附件第10-B(快遞服務)應適用於締約一方所採取或維持之影響快遞服務提供的措施，包括藉由被本協定涵蓋之投資行為。
3. 本章仍不適用於：

¹ 為臻明確，本章包括專業服務業附件、遞送服務業附件及不符合禁反轉機制附件不適用第9章(投資)第B節之投資人對政府爭端解決機制。

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- (a) 依據第 11.1 條(定義)定義之金融服務，除非該金融服務係由本協定涵蓋之投資所提供，而該投資不屬於第 11.1 條(定義)定義之金融機構在成員領域內從事投資之情形，則第 2(a)項仍有適用；
 - (b) 政府採購；
 - (c) 依政府職權提供的服務；
 - (d) 締約一方所提供之補貼或獎助，包含政府資助之貸款、擔保及保險。
4. 本章任一條文均不應被解釋為締約一方對締約他方國民有意進入其就業市場或在其領域內獲取永久工作機會者，負有任何義務；或被解釋為對該國民之進入就業市場或獲取工作，已經賦予任何權利。
5. 本章不適用影響空運服務或輔助航空服務之相關服務措施，包含國內及國際空運服務，且無論是否列於承諾表，惟本章應適用於影響以下行業之措施：
- (a) 航空器之修理及維護服務，該航空器本身並未提供服務，但排除所謂線路維護之情形；
 - (b) 空運服務之銷售及市場行銷；
 - (c) 電腦訂位系統服務；
 - (d) 專業航空服務；
 - (e) 機場經營服務；及
 - (f) 地勤服務。
6. 若本章與兩個或多個締約方之間的雙邊、複邊或多邊空運

協定有不一致之情事，應優先適用空運協定之權利及義務，以認定該等空運協定成員國間之權利與義務。

7. 若 2 個以上的締約方在本協定及其他雙邊、複邊或多邊空運協定有相同之權利及義務，成員僅可在耗盡其他協定的爭端解決程序後始可援用本協定之爭端解決程序。
8. 若服務貿易總協定空運服務業附則經修改，締約方應共同檢視任何新定義，並適當地使本協定之定義與服務貿易總協定空運服務業附則之定義趨於一致。

第 10.3 條 國民待遇²

1. 締約一方給予締約他方之服務提供者之待遇，在相同情況下，不得低於給予其自身(本國)的服務或服務提供者。
2. 為臻明確，在第一段之由締約一方所提供之待遇，意指關於地區層級之政府，在相同情況下，由地區層級政府，對締約一方服務提供者之待遇不得低於所給予之最優惠待遇。

第 10.4 條：最惠國待遇

任一締約方給予締約他方之服務提供者之待遇，在相同情況下，不得低於其給予任何其他締約方或非締約方服務及服務提供者之待遇。

² 為臻明確，無論待遇是與第 10.3 條(國民待遇)或第 10.4 條(最惠國待遇)的“相同情況”一致 For the greater certainty, whether treatment is accorded in “like circumstances” under Article 10.3(National Treatment) or Article 10.4(Most-Favoured-Nation Treatment) depends on the totality of the circumstances, including whether the relevant treatment distinguishes between services or service suppliers on the basis of legitimate public welfare objectives.

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第10.5條：市場進入

任何締約方在其整體區域或地區一部之基礎上不得採行或維持下列：

(a)

- (i) 以配額數量、獨占、排他性服務提供者或經濟需求檢測之要求等形式，限制服務供給者之數量；
 - (ii) 以配額數量或經濟需求檢測之要求等形式，限制服務交易或資產之總值；
 - (iii) 以配額數量或經濟需求檢測³之要求等形式，藉指定之數量單位，限制服務營運之總數或服務之總生產數量；
 - (iv) 以配額數量或要求經濟需求檢測，限制特定服務行業得僱用自然人之總數，或限制某一服務提供者得僱用與特定服務之供給直接更關且必要之自然人總數；或
- (b) 限制或要求服務提供者以特定之法人型態或合資方式提供服務之措施。

第10.6 條：當地據點呈現

締約一方不得要求締約他方服務提供者需在自身境內設立或保有代表人辦事處或任何企業形式，或在當地有居所，作為提供跨境服務之條件。

第10.7 條：不符合措施

1. 第10.3(國民待遇)條、第10.4(最惠國待遇)條、第10.5(市場進入)條、及第10.6(當地據點呈現)條不適用於下列項目：

³本段不含締約一方限制服務提供輸入之措施。

- (a)任何由締約方的以下機構所採行之既有的不符合措施：
- (i)中央政府，如成員附件一之清單所列示；
 - (ii)區域政府，如成員附件一之清單所列示；或
 - (iii)地方政府；
- (b)第(a)款所示不符合措施之延續或即刻修正者；或
- (c)第(a)款所示不符合措施之修正，但於修正後並未減低其符合第10.3條(國民待遇)、第10.4條(最惠國待遇)、第10.5條(市場准入)或第10.6條(當地據點呈現⁴)。
2. 第10.3條(國民待遇)、第10.4條(最惠國待遇)、第10.5條(市場准入)以及第10.6條(當地據點設立)均不適用成員於附件二清單所列之產業部門、次部門或活動所採行或維持之措施。
3. 若締約一方認為締約他方地方政府所適用之不符合措施，如1(a)(ii)段所示，對與前者有關的跨境服務提供造成實質障礙，可要求就該措施進行諮商。這些締約方應進行諮商，就該措施的執行交換意見並考量進一步行動的必要及適當性。⁵

第10.8 條：國內規章

1. 締約方應確保其影響跨境服務貿易之所更一般性適用措施係以合理、客觀且公平之方式實施。
2. 以確保有關資格要件與程序、技術標準，及發照要件之措

⁴ 關於越南，適用附件 10-C。

⁵ 為臻明確，締約一方可以依 1(a)(i)段，就不符合措施適用中央政府部分，要求與締約他方諮商。

施為目的不會對服務貿易構成不必要的障礙，同時在服務提供上承認管制的權利與採用新規定以符合國家政策目標，每一締約方應盡力確保，對個別部門是適當的，這樣的規定如下：

- (a) 基於客觀且透明的標準，如同提供服務的權限與能力；
且
 - (b) 在發照程序，其本身並非服務提供之限制。
3. 於評估一締約方是否履行第2段所訂之義務時，應將該成員所採用之相關國際組織之國際標準納入考量⁶。
4. 若締約方要求應先申請許可始得提供服務，應確保其主管機關：
- (a) 於申請案依據其法律及規則規定(laws and regulations)已屬完備後，應於合理期限內，通知申請人關於該申請案之結果；
 - (b) 在實際可行之情況下，設定處理一申請案之預計時間表；
 - (c) 若申請被駁回，在實際可行之情況下，適當地直接或依要求通知申請者駁回理由；
 - (d) 依申請者要求不延誤地提供有關申請案件情形的資訊；
 - (e) 在實際可行之情況下，提供申請者補正機會並致力提供所要求資訊的指導；
 - (f) 若其認為適當，應接受依據成員法律驗證後的文件副本得替代文件原本。
5. 每一締約方應確保，其主管機關所收取之授權費用係屬合

⁶ 相關的國際組織指會員資格開放給本協定所有締約方相關組織的組織。

中譯資料僅係初稿，刻正請專業律師潤飾中，
倘有爭議則以英文版為準。

理、透明，且不會限制相關服務的提供。⁷

6. 倘核照或資格要件包含預完成任何一種考試，每締約方應確保：
 - (a) 該等考試應以合理之時間頻率規劃舉行；
 - (b) 提供合理之時間，使有意者得以提出報名申請。
7. 每一締約方應確保其國內有評估他成員專業人士適格性之程序。
8. 第 1 至 7 段之義務不適用於應依第 10.3 條(國民待遇)及第 10.5 條(市場開放)列於締約方附件 4:I 及 4:II 清單之措施。
9. 倘服務貿易總協定第 6 條第 4 項之談判結果，或在締約方參與之其他多邊場域所進行之任何類似談判之結果生效，締約方應共同檢視該等結果，適當地將該等結果納入本協定。

第 10.9 條：認許

1. 為使服務提供者符合成員國要求之所有或部分應具備之許可、核照或檢定之標準或要件，並符合第 4 項之要求，成員得對在特定領域，包括締約方或非締約方境內，接受之教育或經驗、所符合之要件、資格或執照證書予以認許。此項認許得透過一致化或其他方式達成，得依據與相關締

⁷ 對本段而言：授權費用不包含使用天然資源的費用、拍賣的款項、投標或其他非歧視方法取得特許權或普及服務規定的指定捐助。

中譯資料僅係初稿，刻正請專業律師潤飾中，
倘有爭議則以英文版為準。

約方或非締約方之協定或協議或自主地給予等方式達成。

2. 若一締約方自主地或藉由協議或約定，承認在其他締約方或非締約方領域內所獲得的教育或經驗、所符合的要求、所取得之執照或證明，不應解讀為可要求締約方依第10.4條承認在任一其它締約方的教育或取得的經驗、所符合的要求、所取得之執照或證明。
3. 締約方如為第1項所述協定或協議之締約方時，不論其為現存或將來訂立者，應依其他締約方要求，提供適當機會進行磋商以加入該協議或安排，或就其他類似之協議或安排進行磋商。締約方係自主給予認許者，應提供適當機會予其他締約方，以證明在其他締約方領域內取得之教育、經驗、執照、證書或所取得之資格，應被認許。
4. 締約方給予認許時，不得使適用於服務提供者之許可、核照或檢定等之標準或要件，在各締約方間或在締約方與非締約方間造成差別待遇，或形成對服務貿易之隱藏性限制。
5. 如10-A(專業服務業) 所列示，締約方應致力促進專業服務的貿易，包含透過設立專業服務的工作小組。

第10.10 條：利益之拒絕

1. 若服務提供者係由非締約方之人所有或控制，且締約方對

中譯資料僅係初稿，刻正請專業律師潤飾中，
倘有爭議則以英文版為準。

該非締約方或非締約方之人採行或維持禁止交易之措施，或給予該服務提供者本章規定之利益將違反或規避上述措施，則締約方得拒絕給予該服務提供者本章規定之利益。

2. 如服務提供者於其他締約方領域內沒有實質商業活動且係由非締約方或拒絕提供利益之締約方之人所有或控制，締約方得拒絕給予其他締約方之服務提供者本章規定之利益。

第10.11 條：透明化

1. 為了回應利害關係人關於本章相關之法規之詢問，任一締約方應維持或建立適當的機制。⁸
2. 若締約方未依第26.2.2條(公告)規定，針對其所欲採行之本章相關之法規提供事前通知或評論機會，該締約方應盡可能以書面通知利害關係人不如此做的理由。
3. 每一締約方應盡可能於最後版本之法規公告及其生效日之間給予一段合理期間。

第10.12 條：清算及移轉⁹

1. 任一締約方應允許有關跨境服務之提供的所有移轉與支付自由地作成且在進出其領域時無遲延。
2. 任一締約方應允許得以可自由使用之貨幣，按移轉當時之

⁸ 維持或設立適當機制之義務的執行，需考量小型行政機關的資源及預算

⁹ 為臻明確，本條受附件 9-E (移轉)限制。

中譯資料僅係初稿，刻正請專業律師潤飾中，
倘有爭議則以英文版為準。

市場匯率進行更關跨境提供服務之資金移轉及支付。

3. 在下述場合，締約一方依其法律，公平、非歧視且善意的防止或遲延移轉或支付，不適用第1、2段之規定：
- (a) 破產、無力償還或債權人權利的保護；
 - (b) 核發、交易或處理債券、期貨、選擇權或相類物；
 - (c) 當有必要促進法律的執行或財政管制當局，與移轉一致的財政報告或記錄；
 - (d) 犯罪或刑罰的違反；或
 - (e) 確保在司法或行政程序中命令或判決的一致。

第10.13 條：其他事項

締約方承認空運服務對於促進貿易和經濟成長之重要性，成員考慮共同努力，在適當的場合推動空運服務業自由化，例如透過協定使飛行器享有彈性決定路線及航班。

中譯資料僅係初稿，刻正請專業律師潤飾中，
倘有爭議則以英文版為準。

Annex 10-A 專業服務業

一般規範

1. 當有兩個或兩個以上締約方有意就與認許專業服務資格、發照和登記有關之議題建立對話機制時，每一締約方即應諮詢其境內之相關機構，以確認相關之專業服務業。
2. 每一締約方應鼓勵其相關機構與他締約方之相關機構建立對話機制，以相互認許專業服務資格及加速發照和登記程序。
3. 每一締約方應鼓勵其相關機構於制定專業服務業之資格、發照和登記之相互認許協定時，應考量與專業服務業有關之協定。
4. 締約方得考慮，在可行時，基於外國服務提供者之母國證照或認可之專業服務業組織之會員認證之情形下，採取步驟執行臨時證照、專案特定證照、或登記機制，且不需參加書面考試。倘外國服務提供者符合當地核照要求時，臨時或特定證照之機制不得限制該外國服務提供者取得當地證照。

工程與建築服務業

5. 除第 3 段外，締約方了解在 APEC 工程師與 APEC 建築師架構下，APEC 刻促進工程與建築服務專業能力相互認證，以及使這些專業人員之專業移動的工作。
6. 每一締約方應鼓勵其相關機構努力成為獲授權之 APEC 工程師與 APEC 建築師登記機構。
7. 締約方應鼓勵其已成為 APEC 工程師與 APEC 建築師登記機構之相關單位與其他締約方之登記單位簽署相互認證協定。

臨時證照或工程師註冊

中譯資料僅係初稿，刻正請專業律師潤飾中，
倘有爭議則以英文版為準。

8. 除第 4 段以外，締約方採取步驟執行工程師之臨時或專案特定之證照或登記機制時，應就下列事項諮詢其相關專業服務業機構：
- (a) 制定工程師之臨時證照或登記程序，以允許其他締約方之工程師在該締約方境內執行工程專業；
 - (b) 制定境內所有主管機關採用之標準程序，以加速核發工程師臨時證照或登記。
 - (c) 制定臨時證照或登記程序中，應優先考量之工程專業；
 - (d) 其他在諮詢過程中被認為與臨時證照或工程師登記有關之事項。

法律服務業

9. 締約方認為涵蓋多國管轄之跨國法律服務業，於促進貿易、投資、促進經濟成長以及商業信心扮演重要功能。
10. 若一締約方監管或尋求監管外國律師以及跨國法律執業，該締約國應鼓勵其相關機構於合乎其法律之情況下，無論以何種方式：
- (a) 外國律師得基於其於母國內執行該外國法律之權利，執行外國法律業務；
 - (b) 外國律師得準備且出席商業仲裁、調解與調和程序；
 - (c) 當地倫理、行為以及規範基準適用於外國律師時，相較於適用地主國律師要求，應以不會對外國律師造成過多負擔之方式適用；
 - (d) 對外國律師提供最低居住要求之替代方案，例如要求外國律師對客戶揭露其為外國律師，或者維持專業責任保險，或者對客戶揭露其無專業責任保險；

中譯資料僅係初稿，刻正請專業律師潤飾中，
倘有爭議則以英文版為準。

- (e) 提供下列提供跨國法律服務之模式：
 - i. 以短暫停留方式；
 - ii. 透過使用網際網路或電子通訊科技；
 - iii. 設立商業據點；
 - iv. 透過短暫停留以及第 ii 款至第 iii 款所列方式之一；
- (f) 外國律師與地主國律師得一起合作執行一完全集成之跨國法律服務；
- (g) 外國法律事務所得依其選擇使用事務所名稱。

專業服務業工作小組

- 11. 締約國特此設立專業服務業工作小組（工作小組），由每一締約方代表組成，以促進第 1 段至第 4 段所列活動。
- 12. 工作小組應於適當時聯絡，以支持締約國相關專業服務及監管單位實行第 1 段至第 4 段所列活動之行為。支持得包括提供聯絡點、促進會面和提供各締約國國領域內有關專業服務業法規之資訊。
- 13. 工作小組應每年開會，或於締約國同意時，討論完成第 1 段至第 4 段所列目標之進程。會議至少需有兩個締約方參與。舉行工作小組之會議，不必所有締約國代表皆參與。
- 14. 本協定生效日後兩年內，工作小組應向委員會報告其工作進程及未來工作方向。
- 15. 工作小組之決定應僅對參與該做成決定會議之締約國有效，除非：
 - (a) 獲得所有締約國同意；或
 - (b) 未參與該次會議之締約國要求該決定對其有效，且所有同意該決定之所有締約國同意。