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TRADE IN SERVICES AGREEMENT
(TiSA)

Annex on Delivery Services

~~October~~ November 9 26, 2016

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Trade in Services Agreement

Annex on Delivery Services

Proposed landing zone

1. For the purposes of this Annex:

Delivery services means the collection, sorting, transport, and delivery of documents, printed matter, parcels, goods or other items.¹

~~Express delivery services means delivery services supplied on an expedited basis while tracking and maintaining control² of the items throughout the supply of the service. For greater certainty, express delivery services do not include those activities set out in Appendix A.~~

Postal monopoly means the exclusive right [accorded to an operator within a Party's territory to supply specified delivery services ~~within a Party's territory~~] pursuant to a measure by the Party.

Universal service means a delivery service that [is made available to all users in a designated territory in accordance with standards of price and quality as defined by each Party.] ~~the supplier makes available throughout a designated region. [Wording options still under discussion]~~

2. 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 and/or weight thresholds, [subject to its law and regulations].³
3. [~~Any authority responsible for regulating delivery services shall not be accountable to any supplier of delivery services.~~] [Subject to the laws and regulations of each

¹ For greater certainty, this Annex applied to services classified in CPC 751 (Postal and Courier Services).

² ~~“Control” includes physical control or administrative control.~~

³ 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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Party.] The decisions and procedure that the authority adopts shall be impartial with respect to all ~~[like delivery services suppliers]~~-under its jurisdiction.⁴

[3.Alt: The decisions and procedures adopted by the authority responsible for regulating delivery services- shall be impartial with respect to all like delivery service suppliers under its jurisdiction.]

4. For greater certainty, each Party has the right to define the kind of universal service obligation in wishes to adopt or maintain. Each Party that maintains a universal service obligation shall administer it in a transparent, non-discriminatory and neutral [impartial] manner with regard to all suppliers subject to the obligation.

5. No Party may require the supply of a delivery service on a universal basis as a condition for an authorization or licence to supply another delivery service.

6. No Party may impose fees or other charges exclusively on the supply of any non-universal delivery service for the purpose of funding the supply of a universal service.⁵

7. Each Party shall ensure that a supplier of a delivery service subject to a postal monopoly does not engage in the following practises:

a) using revenues derived from the supply of such service to cross-subsidize the supply of a non-monopoly service,⁶ or

b) unjustifiably differentiating among like mailers or consolidators with respect to tariffs or other terms and conditions for the supply of a service subject to a postal monopoly.⁷

⁴ The authority responsible for regulating delivery services referred to in this paragraph shall not include customs authorities of each Party.]

⁵ This paragraph does not apply to the generally applicable taxation measures or administrative fees. [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.

⁶ The parties understand that the fact of not maintaining sufficiently detailed accounts to show separately the costs and revenues of delivery services will not be considered as a breach of this paragraph.

[For Switzerland: wording to reflect Art 19.1 of Loi sur la poste 783.0]

⁷ [For greater certainty, differentiation is justified when conducted on the basis of objective criteria / transparent terms and conditions and consistent with national legislation.

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9. No Party may require a supplier of non-monopoly delivery services to contract, or prevent them from contracting, with another service supplier to supply a segment of the service.⁸

Appendix A

~~For greater certainty, express delivery services do not include:~~

~~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.~~

~~For Party X: . . .~~

⁸ For greater certainty, this paragraph does not apply to domestic cabotage.