"How Does it Feel to Be on Your Own?" - Mutual Recognition Agreements and Non-Discrimination in the GATS: A Third Party's Perspective

By Carlo Maria Cantore [*]

A. Introduction

The aim of this working paper is to analyze the compatibility between two relevant provisions of the General Agreement on Trade in Services (GATS) under the World Trade Organization (WTO). The first is art. VII, *Recognition*, which seems to allow a Member to recognize standards of one or more Members—and not of others—without violating its GATS obligations, although this freedom should not be abused. The second is the general *Non-Discrimination* provision as of GATS art. II, since the aim of the GATS, at least as it reads in its preamble, is to provide a multilateral framework to trade liberalization in the services market on a non-discriminatory basis. Through the following pages, I will try to explain the rationale to sign Mutual Recognition Agreements (MRAs) and their impact on the GATS system. It is true that there is a general principle of transparency and openness of the MRAs, but it is necessary to get our hands dirty with the reality and understand if and how such an openness clause works.

The most important part of my research has been checking all the MRAs, the Unilateral Recognition provisions (GATS art. VII.4) and the Preferential Trade Agreements (PTAs) (GATS art. V) notified to the WTO secretariat, and the results of this work are, in some cases, unexpected, in terms of actors involved, number of agreements signed, and their contents.

In the next pages I intend to describe the results of my research both from a doctrinal as well as an empirical standpoint.

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In the first part of this work, I will summarize the debate about multilateralism versus regionalism in international economic integration. Within that framework, I will then analyze the legal provisions of the GATS regarding mutual recognition. First, I will describe art. VII, how it works, and its relationship with the general non-discrimination (ND) provision under GATS art. II.

Second, I will analyze the openness clause under GATS art. VII.2, a legal provision that grants the right for third parties to demonstrate that they are in a comparable situation to the one of the MRAs' partners, in order to negotiate their accession. Also, if a Member decides, unilaterally, to grant recognitions, it should respect the openness clause and allow any other interested party to demonstrate that ". . . education, experience, licenses, or certifications obtained or requirements met in that other Member's territory should be recognized." (GATS art. VII.2).

Third, I will provide information about all the 106 bilateral MRAs, the 16 plurilateral MRAs, and the 12 Unilateral Recognition provisions notified under art. VII.2 (until May 2009) using different parameters. Then I will check whether some of the Preferential Treatment Agreements (PTAs) notified under GATS art. V contain MRAs (in this section I will expand the definition of MRAs to include MRA-type of provisions as well).

In the conclusion, I will try to explain why MRAs can more likely be seen as steps forward towards a deeper multilateral economic integration, rather than a threat to the WTO legal system.

B. Regionalism Versus Multilateralism: Terms of a Debate

Scholars have largely debated in the past decades about the tendency towards regionally based market integration, which is not a prerogative of a particular area, since there are cases in almost every part of the world. This is not a recent phenomenon but, since the early nineties, the number of regional agreements is constantly increasing.[1] There have been several historical and economic reasons[2] leading states, over the decades, to bind themselves to bilateral or regional agreements. Many PTAs have been signed among former colonies and their mother-land (i.e., UK and New Zealand, UK and Australia) and some others for political purposes rather than economic ones (i.e., Mexico's accession to NAFTA).

Many authors dealt with this issue. We can divide them into two main streams. The first stream is composed by scholars who think that PTAs constitute a threat to market integration on a global level and harm free trade. The image of the "spaghetti bowl" provided by Bhagwati[3] is very famous, with its depiction of the emerging PTAs' landscape. It seems, according to his opinion, that the increasing number of preferential agreements is weakening the efforts provided by other countries to strengthen the multilateral level of negotiations.

[1] See the RTA Database on the WTO website (http://rtais.wto.org/).

[2] For a comprehensive reconstruction, please see JAMES H. MATHIS, REGIONAL TRADE AGREEMENTS IN THE GATT-WTO: ARTICLE XXIV AND THE INTERNAL TRADE REQUIREMENT (2002).

[3] Jagdish Bhagwati, *The Unilateral Freeing of Trade versus Reciprocity*, *in* GOING ALONE: THE CASE FOR RELAXED RECIPROCITY IN FREEING TRADE 1, 1-30 (2002).

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The second stream has a kind of "second best approach" since its scholars[4] argue that PTAs can be viewed as steps towards a multilateral integration.[5]

Parallel to the constantly increasing number of PTAs—and, sometimes, within the PTAs, as we will explain *infra*—states developed the practice to sign MRAs as another means to pull down barriers to trade with, most of all, neighbor states, even though, as for PTAs, it is not just a matter of regional agreements. Many of those, in fact, are signed among states of different sides of the world that share, however, historical or cultural biases.

An analysis of the MRAs in services should be developed by taking into account the terms of such a debate. In the next pages, after a detailed overview of the state of the art in the field of MRAs notified under the GATS rules, I will try to take a position in this debate, though my conclusions cannot be but partial.

C. Mutual Recognition Agreements from Theory to Practice

I. A Brief Survey on the Notion and History of Mutual Recognition

It is useful to start with a definition of the mutual recognition concept in order to better understand the key issue of the work. From now on, I will refer to mutual recognition, as it was defined by Nicolaïdis: "Mutual recognition establishes the general principle that if a product or a service can be sold lawfully in one jurisdiction, it can be sold freely in any other participating jurisdiction, without having to comply with the regulations of these other jurisdictions[.]"[6] Governments usually adopt mutual recognition as a contractual norm, in order to become reciprocally obliged to transfer, partially or completely, regulatory authority from the host jurisdiction[7]—where a commercial transaction takes place—to the home jurisdiction—from which a person or a service originate.

Under the mutual recognition umbrella, agreements dealing with the equivalence, compatibility or, at minimum, acceptability of the counterpart's regulatory system may be found.

Mutual recognition found general application in the context of the European integration. Many scholars believe it was a judicial creation by the European Court of Justice (ECJ), in its famous *Cassis de Dijon* judgment (1979).[8] The Court in its decision affirmed that if a product could be lawfully marketed in one member state within the European Community,

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[4] Richard Baldwin, *Multilateralising Regionalism: Spaghetti Bowls as Building Blocs on the Path to Global Free Trade*, 29(11) WORLD ECONOMY, 1451-1518 (2006).

[5] For a more detailed overview of these opinions, please see Carsten Fink, *PTAs in Services: Friends or Foes of the Multilateral Trading System?*, *in* OPENING MARKETS FOR TRADE IN SERVICES: COUNTRIES AND SECTORS IN BILATERAL AND WTO NEGOTIATIONS 113-148 (Juan A. Marchetti and Martin Roy eds., 2008).

[6] Kalypso Nicolaïdis, *Non-Discriminatory Mutual Recognition: An Oxymoron in the New WTO Lexicon?*, in REGULATORY BARRIERS AND THE PRINCIPLE OF NON-DISCRIMINATION IN WORLD TRADE LAW 270 *(*Thomas Cottier & Petros C. Mavroidis, eds., 2000).

[7] I prefer to use the term *jurisdiction* rather than the term *country*, because, as a consequence of the European integration process, the former *Westphalian equilibrium* seems to have disappeared in the *old continent,* leaving the stage to a new emerging actor.

[8] C 120/78 *Rewe Zentral AG v. Bundesmonopolverwaltung Fuer Branntwein* (I - 649).

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there would be no valid reason to impose restrictions to its marketing in another member state.

However, the concept was first included in the 1957 Treaty of Rome. Art. 57.1 of the Treaty of Rome provides the basis for future directives on mutual recognition of diplomas and professional licenses.[9] Notwithstanding a huge legislative effort in order to pull down barriers and to encourage the market's harmonization, no major goals were reached until the early 1980s.[10] The 1985 white paper *Completing the Internal Market* was the pathfinder to encourage a new approach to the harmonization of the market, essentially based on a "managed mutual recognition approach[.]"[11] It was only after this white paper that the EC's market in services switched from a situation where the aim was just that of harmonizing the conditions for access, to a new aim, that of pursuing the creation of a general system of recognition of higher education diplomas. The idea behind this new aim was that the EC member states would arrive at a point where services and goods suppliers were subject to adequate controls in their states of origin and no further controls were required by the states in which the services and the goods were provided.

However, this did not constitute an exclusively European topic. There has also been a long and multifaceted series of bilateral or multilateral agreements providing mutual recognition in services in an international context.[12] For example, in order to better understand how far back one can look while discussing about MRAs in services, the *Convention of Montevideo*, signed by Argentina, Bolivia, Colombia and Ecuador, dates to 1889.[13] Such agreements started to be frequent during the 20th century, among parties sharing the same language or the same region—both, very often—or having strong cultural links.[14] The most active region in this field was Latin America.

Within the framework of the agreements above mentioned, the parties usually provided recognition to academic and professional diplomas obtained in the other country, due to

[9] The Treaty of Rome establishing the European Economic Community Art. 57.1, Mar. 25, 1957 [hereinafter the Treaty of Rome] (''In order to make it easier for persons to take up and pursue activities as self-employed persons, the Council shall, acting in accordance with the procedure referred to in Article 189b, issue directives for the mutual recognition of diplomas, certificates and other evidence of formal qualifications'').

[10] Scholars usually refer to the *Cassis* judgement as the first case of Mutual Recognition because, while Art. 57 of the Treaty of Rome represents a call for legislative actions which may or may not take place, in the case before the European Court of Justice, such a concept was imposed to all trade in goods.

[11] Kalypso Nicolaïdis and Gregory Shaffer, *Transnational Mutual Recognition Regimes: Governance Without Global Government*, 68 MICH. REV. OF INT'L LAW 263, 297 (2005) (''. . . Managed mutual recognition can be viewed in a static or in a dynamic manner. . . . Dynamically, mutual recognition can be viewed as a process, involving implicit or explicit trade-offs between these dimensions to accommodate the 'supply side' (for example, regulators' requirements) that may change over time. The more parties are aware of these potential trade-offs, the higher the likelihood that they will reach agreement and devise solutions acceptable to all'').

[12] Some could question whether these agreements overlap with GATS obligations about MRAs. As GATS authorizes WTO members to sign MRAs, within the limits of art. VII (as I try to explain *infra*), the parties to such agreements notified them straight after its entry into force, so the problem does not occur.

[13] Convención sobre el Ejercicio de Profesiones Liberales, Feb. 4, 1889.

[14] *See* Part 2.

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the reciprocal trust regarding to strong similarities between educational and training programs.[15]

At the bilateral level, there have also been cases of MRAs in different sectors. Beviglia Zampetti[16] provides for an interesting overview of the agreements previous to the Uruguay Round. Just to give some examples, it is worth mentioning the 1989 agreement between the European Community and Switzerland on "direct insurance other than life insurance[,]" in order to create identical conditions of accessing direct insurance activities,[17] and the bilateral agreements that Germany signed with Japan and the United States of America in order to provide exemption from some German Banking Act's provisions—credit limits—to credit institutions established in its territory, although they have their registered office in the other two countries' territory.

There have also been cases of MRAs in the multilateral context. See for example the efforts made by UNESCO and the Council of Europe in recognition of educational qualifications and, more recently, the UNCITRAL document *Promoting Confidence in Electronic Commerce: Legal Issues on International Use of Electronic Authentication and Signature Methods.*[18] However, they have limited legal weight, as they are shaped as recommendations or something similar.

At the end of this brief and far from exhaustive list, it is worth recalling that MRAs are not just governmental practices. In the context of Commonwealth there have been a significant number of arrangements signed by professional bodies of accountants, engineers, architects, etc. These bodies, however, benefit from public fiat from the governments to exercise legislative authority in narrow fields.

MRAs refer to different practices: It could be the case of recognition of the validity of diplomas in order to enter the job market, or to facilitate the movement of students and scholars, or the circulation of financial services, and so on and so forth. Most of them are signed bilaterally by state governments, but there may also be multilateral agreements or agreements signed by professional associations. The identity of the signing body (governments or professional bodies specifically authorized to commit) influences the legal nature of such agreements: in principle, they are binding irrespective of the identity of the signing body, if they can still be considered intergovernmental agreements.

But when professional bodies lack an *ad hoc* authorization, it seems plausible to view them as private contracts. Nevertheless, sometimes these MRAs—particularly those under the NAFTA framework—explicitly stipulate that they are to be put in practice by local authorities when they are competent. It is hard not to agree with Beviglia Zampetti, when he says: "These voluntary implementation activities appear to be unilateral acts that could

[15] For a detailed overview, please see A. Beviglia Zampetti, *Market Access through Mutual Recognition: The Promise and Limits of GATS Article VII*, *in* GATS 2000: NEW DIRECTIONS IN SERVICES TRADE LIBERALIZATION 283-306 (Pierre Sauvé and Robert M. Stern eds., 2000).

[16] *Id.* at 285.

[17] See the agreement between EC and the Swiss Confederation on direct insurance other than life insurance, *in* OJEC (OFFICIAL JOURNAL OF THE EUROPEAN COMMUNITIES) L205, Jul. 27, 1991. The agreement entered into force on January 1, 1993.

[18] Available at http://www.uncitral.org/pdf/english/texts/electcom/08-55698_Ebook.pdf.

be reversed without engendering any kind of legal responsibility. At most, a contractual engagement of a private nature could be identified[.]"[19]

At any rate, since the WTO is an agreement between state-parties, this question is moot for the rest of the paper.

II. Mutual Recognition in the WTO and, Particularly, in the GATS

Article VII of the GATS is an attempt to deal in an original and consistent manner with a difficult balance. At first sight, it seems to have two faces. On the one hand, GATS art. VII.1 reads:

> For the purposes of the fulfillment, in whole or in part, of its standards or criteria for the authorization, licensing or certification of services suppliers, and subject to the requirements of paragraph 3, a Member may recognize the education or experience obtained, requirements met, or licenses or certifications granted in a particular country. Such recognition, which may be achieved through harmonization or otherwise, may be based upon an agreement or arrangement with the country concerned or may be accorded autonomously.

This provision could be seen as the authorization to a WTO member to recognize the standards of another member without violating the GATS ND principle. However art. VII.2—contrary to art. V of the same agreement (*Regional Integration*)—leads to an openness clause.[20] That means, as mentioned above,[21] that MRAs' partners are obliged to transparency and should not use mutual recognition as a discriminatory barrier against third parties.

These provisions seem to encourage a multilateral approach to mutual recognition, by exhorting the parties of bilateral and plurilateral MRAs to keep them open to the possibility of other entries.

A Member can, however, grant recognition autonomously, in accordance with the second part of GATS art. VII.2.[22] In doing this, it shall not discriminate between "like services" or "like service suppliers" or introduce hidden[23] restrictions on trade in services. A question then arises with respect to the agreements signed by professional associations. Since they do not constitute governments, it could be argued that they are not obliged to respect the

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[19] Zampetti, *supra* note 15, at 295.

[20] General Agreement on Trade in Services art. VII. 2, Jan. 1, 1995 [hereinafter GATS] (''A Member 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 for other interested Members to negotiate their accession to such an agreement or arrangement or to negotiate comparable ones with it. Where a Member accords recognition autonomously, it shall afford adequate opportunity for any other Member to demonstrate that education, experience, licenses or certifications obtained or requirements met in the other Member's territory should be recognized.'').

[21] *See* Introduction.

[22] Zampetti, *supra* note 15, at 295.

[23] The text of GATS art. VII.3 reads 'disguised'.

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opening clause, and that they could keep the agreements in question closed to third parties. As far as GATS art. VII applies only to governments, it is, however, important to notice that GATS art. I.3, which is likely a general principle that applies to all the other GATS provisions, obliges the governments to take "all reasonable measures" to ensure compliance with the Agreement also by non-governmental bodies—to the extent, of course, that a government has constitutional powers to impose such a behavior.[24]

D. An Empiric Survey of the MRAs: How do the Openness Mechanisms Work?

I. General Observations

Since MRAs are a largely debated issue, in this paper there has been an attempt to deal with those using a strong empirical approach. Starting from the black letter law of the treaties, and the GATS provisions about openness and transparency of such agreements, there was a decision to scrutinize all the agreements provided to the WTO Secretariat and to look at them through the lenses of different parameters, in order to find tendencies and constants.

Despite the transparency mechanism outlined by GATS art. VII.4,[25] it was not easy to find all the Mutual Recognition Agreements in the notifications to the WTO. In fact, most of the countries notifying the agreements usually make reference to their official contact points in order to render all information—and, presumably, at least the texts of the treaties—accessible to the public. After checking the WTO document database, it is through contacts with the notifying Members that access to the full texts of the MRAs and, if possible, the implementation of the agreements[26] has been ensured in this study.

[24] GATS art. I.3(a) (Scope and Definitions) (". . . each Member shall take such reasonable measures as may be available to it to ensure their observance by regional and local governments and authorities and non-governmental bodies within its territory . . .").

[25] GATS art. VII.4(a) ("Each Member shall: (a) within 12 months from the date on which the WTO Agreement take effects for it, inform the Council for Trade in Services of its existing recognition measures and state whether such measures are based on agreements or arrangements of the type referred to in paragraph 1 . . . ").

[26] I made reference to the official *contact points* list of the WTO Secretariat.

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II. Table 1 – Contact Points

Parties	Email address provided*	Contacted last time	Answer
Argentina	Y	27/04/2009	NO
Armenia	Y	27/04/2009	NO
Australia	Y	27/04/2009	NO
Brazil	Y	27/04/2009	Undeliverable mail
Chile	Y	27/04/2009	Undeliverable mail
Colombia	N		-
Costa Rica	N		-
Cuba	Y	27/04/2009	Impossible to receive message from outside Cuba
El Salvador	Y	27/04/2009	NO
European Commission	Y	27/04/2009	NO
EU – Germany	Y	27/04/2009	Unable to acquire information other than that sent to the WTO Secretariat
Guatemala	Y	27/04/2009	NO
Japan	N		-
EU - Latvia	Y	27/04/2009	They sent the full texts of both the MRAs
Liechtenstein	N		-
Macau	Y	27/04/2009	NO
Norway	Y	27/04/2009	They sent the full text of the agreement

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Singapore	Y	27/04/2009	Unable to acquire information other than that sent to the WTO Secretariat
Switzerland	Y	27/04/2009	Unable to acquire information other than that sent to the WTO Secretariat
USA	N		They submitted the full texts to the WTO secretariat
Venezuela	Y	27/04/2009	Undeliverable mail

* In some cases, the parties only provided phone numbers. Those parties were not contacted.

At this point, we can analyze the most important tendencies in MRAs. The Members were obliged to also provide the Agreements they signed before the entry into force of the GATS, and not just the ones signed after 1995.[27] Based on this, it can be shown that there is not a cause-effect relationship between the provisions of the GATS and an increase of the number of MRAs.

Regarding the parties that have been more active in the signing of such agreements, it is clear that Latin American countries played a major role in this field, followed by English speaking countries. In regards to the subject matter, the majority of the agreements are about recognition of academic diplomas (53% of the total) while, in the field of recognition of professional licenses (37%), accountants and engineers are the most covered qualifications. The remaining 10% is composed of agreements whose subject matter is unclear or whose provisions are about both academic diplomas and professional licenses.[28]

III. How Much Trust Affects Trade in Services

When looking at the final statistics, there is something that comes immediately to the eye. In the past decades a huge economic literature flourished about the relationship between trust among parties[29] and the levels of market shares and capital flows. To describe what the word trust means in economic exchanges, one can make reference to Guiso, Sapienza,

[27] As it is stated in GATS art. VII.4.

[28] *See* TABLE 2 – Subject Matter, Annex I.

[29] *See, e.g.,* GARY BECKER, THE ECONOMICS OF DISCRIMINATION (1957); Alberto Alesina & Eliana La Ferrara, *Who Trusts Others?*, 85 J. OF PUB. ECON. 207-234 (2002); Fabian Bornhorst, Andrea Ichino, Karl H. Schlag & Eyal Winter, *Trust and Trustworthiness among Europeans: South-North Comparison*, CEPR Discussion Paper No. 4378 (2004).

and Zingales when they state that "this trust is affected not only by objective characteristics of the country being trusted, but also by cultural aspects . . . [.]"[30] In their paper they estimate and try to explain the relative levels of trust across different nations. In so doing, they reveal a relationship between the presence of the same cultural aspects—religion, legal order, educational system, history of wars, colonial history—and the level of trust among commercial partners, and they show evidence of how much this affects trade. Although the paper focuses on individuals, it seems the same theory can be applied in a government-to-government framework like the WTO system. Such a tendency can also be seen when looking at the anatomy of the negotiating groups, since they essentially involve either countries sharing strong cultural biases or a comparable level of income.[31]

There are many other factors affecting the issue of trust among parties. In this research, since it was not possible to deal with all the possible factors, it has been decided to analyze the MRAs notified under GATS art. VII.4 to check whether they were signed among parties sharing the same language or the same geographical region. As it is demonstrated,[32] MRAs are signed essentially by countries with strong cultural similarities: 72% of these agreements are signed by countries that are also part of the same geographic region and 64% by countries speaking the same language.[33] If we combine these two parameters, we arrive to an amazing result: 85% of all MRAs are signed between partners that share either the same language or the same geographical region.[34] This is strong proof of the fact that, parallel to the phenomenon of globalization, there has been a constant growth of regionally based market integrations, which can be seen either as bricks in the wall of legal and economic integration at a worldwide level, or as a backlash to the world economy.

Apart from the cultural biases that remain a strong factor in the choice of the commercial partners, another big issue addresses the will to mutually recognize academic and professional qualifications in order to develop the trade in services among the parties. We are referring to the level of income of the countries involved in MRAs.

By using the *World Bank – List of Economies*[35] developed by the *World Bank Atlas Method* of calculating the Gross National Income (GNI) per capita of each country, we divided the countries in G2 (EU and United States), High Income Countries (HIC), Low Income Countries (LIC), Upper Middle Income Countries (UMC), Lower Middle Income Countries (LMC), and Least Developed Countries (LDC). As it is shown,[36] the 59.4% of the total of MRAs are signed between countries with a homogeneous background as for a comparable level of

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[30] Luigi Guiso, Paola Sapienza & Luigi Zingales, *Cultural Biases in Economic Exchange?*, 124 Q. J. OF ECON. 1095 (2009).

[31] *See* World Trade Organization – Groups in the negotiations, http://www.wto.org/english/tratop_e/dda_e/negotiating_groups_e.htm (last visited Aug. 15, 2010).

[32] *See* TABLE 3 – Cultural Biases, Annex II.

[33] By "speaking the same language[,]" we make reference to official recognized languages.

[34] That means that in the 85% of the cases, MRAs partners either speak the same language or share the same geographic region.

[35] *See* World Bank list of economies (August 2010), http://siteresources.worldbank.org/DATASTATISTICS/Resources/CLASS.XLS (last visited Aug. 15, 2010). We used such indicators because they seem to be broadly recognized and because they are the result of an affordable method of calculation of the level of development of countries.

[36] *See* TABLE 4 – Level of Income - Annex III.

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income. In particular, if we horizontally sum up the number of the MRAs signed between Middle Income Countries, we arrive at the surprising percentage of 55.66% over all the 106 agreements. This again, is proof of how much trust among parties affects the possibility of such agreements and, more generally, the levels of trade in services, and of the fact that this is not merely a cultural issue, but it also involves explanations provided by the economic background of the parties that decide to bind themselves with a MRA.

IV. Mutual Recognition Provisions in Preferential Treatment Agreements

Art. V of the GATS allows Members to conclude PTAs if certain conditions have been respected. It is interesting to notice that, of the 59 PTAs provided to the WTO Secretariat, only 19 of those lack provisions about mutual recognition. In TABLE 5 – PTAs,[37] there is a distinction between agreements containing complete MRAs provisions (Y), agreements without MRAs provisions (N) and agreements where the parties agree to negotiate, in the future, on mutual recognitions. By looking at the above-mentioned table, one notices that only four PTAs contain specific commitments about mutual recognition—European Community,[38] European Free Trade Agreement (EFTA),[39] India-Singapore,[40] and Korea-Singapore[41]—and they have all been signed by parties sharing a geographic proximity, as expected.

At the time of the conclusion of this paper, there is not much information about the implementation of the hortatory provisions contained in the PTAs mentioned above.

V. Can MRAs be Non Discriminatory?

As I have already mentioned in Section I, all MRAs must respect the general non-discrimination principle, as provided in GATS art. II. That means that they should remain open to third-party access, if this third-party can demonstrate they are in a comparable situation to the one of the original parties.

It seems there is no doubt that it is up to the *demandeur* to prove that it is in a comparable situation. So, it can be said that the *demandeur* has the burden of proof (BoP). It is up to the original parties of the agreement to give third parties adequate opportunities to demonstrate such a comparison. It is much more difficult to establish the amount of time it takes (and the level of difficulty it encompasses) to shift the burden of persuasion from the *demandeur* to the other parties.

Since the GATS is an incomplete contract and art. VII does not address the allocation of burden of proof explicitly, the best way to deal with this issue should be that of checking the case law of the Panel (P) and Appellate Body (AB) in this respect. The use of the conditional is due to the fact that no disputes took place in this field since 1995.

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[37] *See* Annex IV.

[38] *See* Treaty of Rome (as it has been modified over the years).

[39] European Free Trade Agreement, Jan 4. 1960.

[40] Comprehensive Economic Cooperation Agreement between the Republic of India and the Republic of Singapore, Jun. 29, 2005.

[41] Korea - Singapore Free Trade Agreement, Aug. 4, 2005.

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Regarding the fact that there is only a need to deal with the interpretation of the treaty and with empirical evidence, one can infer there is not a general interest to extend MRAs. According to Mattoo, ". . . if it is rationally expected that extending recognition to one member would eventually require extending it to many, then even the recognition of one may be deterred[.]"[42] Such a conclusion does not seem to be desirable because, as the history of the European market integration teaches, mutual recognition may be a second best option to push forward the trade in services to reach the goal of liberalization on a wider and global basis.[43]

While discussing the issue of comparability, we should keep in mind that almost all of the MRAs are *process based*. That means that a party recognizes that the process to become an accountant, engineer, or whatsoever in the other country is, at least, comparable to its own. And if, for example, a third party wants to enter the MRA and tries to show that it is in a comparable situation, it could be very hard for a judge not to find relevant differences in the quality of the studies, in their duration, and so on and so forth. Even if the third party can prove that, notwithstanding these differences, the situations are still comparable, one should always keep in mind the fact that it is often the case of agreements signed between parties sharing strong cultural biases. As long as this is the case in the overwhelming majority of the agreements, demonstrating comparability for a third party—maybe a less developed country from a different region than the one shared by the parties—can become very hard.

Some could argue, regarding MRAs provisions within PTAs, that—as long as they are under GATS V and not under GATS VII—the openness clause should not work.

By looking at the text, GATS art. V only states that the legal requirements to constitute a PTA are "substantial sectoral coverage" and absence of discrimination,[44] and does not mention recognition at all.

No questions arose regarding this issue in either the negotiations rounds, or in WTO practice, and no case law can help us to untie such a Gordian knot. Following the AB's rulings in the *Turkey-Textiles* dispute,[45] PTAs can provide legal shelter only for measures that are necessary for their establishment, and they can constitute an exception to the general Most Favored Nation principle (MFN) only with regard to their necessary elements. The case in question is a GATT and not a GATS case, but since the DSB is the same for the two treaties, and since these two are pillars to the same organization, it can be a good basis to rely on for our research.[46] Even though it could not be unanimously agreed, it can be

[42] Aaditya Mattoo, *MFN and the GATS*, *in* REGULATORY BARRIERS AND THE PRINCIPLE OF NON-DISCRIMINATION IN WORLD TRADE LAW 80 *(*Thomas Cottier and Petros C. Mavroidis, eds., 2000).

[43] *See* Kalypso Nicolaïdis and Joel P. Trachtman, *From Policed Regulation to Managed Recognition in GATS*, *in* GATS 2000: NEW DIRECTIONS IN SERVICES TRADE LIBERALIZATION 241 – 282 (Pierre Sauvé and Robert M. Stern, eds., 2000); *see also* Robert Z. Lawrence, REGIONALISM, MULTILATERALISM AND DEEPER INTEGRATION (1996).

[44] GATS Art. V (''This Agreement shall not prevent any of its Members from being a party or entering into an agreement liberalizing trade in services between or among the parties to such an agreement, provided that such an agreement: (a) has substantial sectoral coverage, and (b) provides for the absence or elimination of substantially all discrimination . . .'').

[45] WT/DS/34/AB/R *Turkey - Textiles*.

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said that PTAs are not an efficient shelter to protect MRAs from being challenged by third parties.

Finally, a different conclusion may also be reached: the openness clause still works, but there have been no disputes so far. We prefer this solution, as it seems to better fit with the general principles of WTO law and leaves the door open for future developments. As explained above, there are many possible explanations for this fact. One could be the heavy burden of proof for a third party when it has to demonstrate that, for example, its licensing process in the field of a specific qualified profession is comparable to the one adopted by the original members to a MRA. Another explanation could be that, in the field of international trade, states strongly prefer to reach a mutually agreed solution rather than raise complaints before courts or arbitrators. Finally, since trade in services has not yet reached the level of integration that trade in goods has in the past decades, it can be deduced that national governments are not ready yet to extend to every commercial partner the same privileges they grant to countries they share cultural, historical, or linguistic links with.

So, in order to answer the question at the beginning of this section, it can be said that, until now, there has been a gap between theory and practice in this field. While nothing in WTO law, and particularly in the GATS, seems to provide an efficient shelter to those countries who decide to deepen the integration of their markets by mutually recognizing their education processes, excluding other WTO members, the practice shows that, since MRAs are usually signed between parties sharing strong cultural links and the same level of income, it is particularly difficult for a third party to join a pre-existent agreement, since they must demonstrate they are in a comparable situation. In the absence of case-law in this field, it is almost impossible to foresee a change in this particular sector. Therefore, the answer to the main question of this paragraph should be: as for the legal texts, nothing seems to allow such a conclusion, while practice shows us that MRAs are highly discriminatory, since it is almost impossible for a third party to join a pre-existent one.

E. Conclusions: Is it All About Regionalism Versus Multilateralism, or is There Something More?

The aim of this paper was to point out the distance that can stand between legal provisions about non-discriminatory MRAs and their concrete enforceability. While it seems, when looking at the legal provisions, that MRAs do not constitute an obstacle in the long road to the services market liberalization on a global scale, reality shows exactly the opposite. It means that, albeit a formal legal rule about the necessity for all MRA partners to keep the gates open for an eventual third party's accession, it is very hard for a third country to prove that it is in a comparable situation. Since the overwhelming majority of MRAs binds WTO members with strong cultural and economic similarities, the lack of the comparability

[46] The *Turkey - Textiles* case is not definitive about how the fundamental conditions to be satisfied in order to invoke the PTA exception have to be demonstrated. It is worth recalling, for instance, the entire § 59 of the AB's report: "We would expect a panel, when examining such a measure, to require a party to establish that both of these conditions have been fulfilled. It may not always be possible to determine whether the second of the two conditions has been fulfilled without initially determining whether the first condition has been fulfilled. In other words, it may not always be possible to determine whether not applying a measure would prevent the formation of a customs union without first determining whether there is a customs union. In this case, the Panel simply assumed, for the sake of argument, that the first of these two conditions was met and focused its attention on the second condition."

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criterion may occur often. The strong relationship between the level of trust among the parties and their will to negotiate and enter an MRA can constitute adequate explanation to the question about the possibility to keep it open.

From a legal standpoint, another interesting question arises regarding MR provisions in PTAs. Since GATS art. V does not provide an openness clause like art. VII.4 does, one could argue that it does not work in this case. There is not a single case in the DSB jurisprudence about such an issue, but it can be worth recalling what the AB stated in the *Turkey-Textiles* dispute. According to its view, PTAs can divert from the general ND principle only with reference to elements that are essential to such agreements. In the GATS, they are "substantial sectoral coverage" and "absence of discrimination", as it is stated in art. V.[47] Since MRA-like provisions are not amongst these two categories, it seems that they are not a legal exception to the general ND principle. However, reality is a bit more complicated.

The complete absence of litigation, in the field of the accession to a pre-existent MRA, is the best proof to understand how heavy the burden of proof can be for a third party to demonstrate the comparability of its situation to the one of the original parties of the MRAs.

We are not in the condition to foresee how the MRAs' landscape will evolve in the future. It seems that there could be two scenarios, and we do not have reasons to say which is more likely to occur.

The first scenario could be that of a progressive enlargement of the actual regional trade arenas. That means that MRAs can be viewed as stepping-stones towards global trade liberalization, just playing the role that they played in the European Union context, since a common basis of rules provided by the WTO system and the possibility to enlarge the market can allow the large economic powers to feel more secure while discovering new possibilities for commercial partnerships.

The lack of the political will to integrate the markets can be seen as the bigger obstacle against such an evolution, contrary to what happened in the history of market integration in the EU.

The fact that the GATS system is still too young to ensure such outcomes can be another explanation to the actual impasse, and can lead to an optimistic view for the future.

The other scenario would be that of a valorization of MRAs as shelters against trade liberalization. As observed in this particular historical period, the temptations for a new discovery of protectionist policies are a concrete threat to the evolution of the global market. There are not enough arguments to foresee which of these two scenarios is more likely to occur. It is still unclear if the burden of proof for the *demandeur* who wants to access an MRA will remain as heavy (and undefined) as it is right now, or if future case-law will help the WTO legal system in this field.

Parallel to the huge amount of MRAs signed, another important tendency, during the Doha impasse, is the proliferation of PTAs. In paragraph 1, there was a description of the distinction that occurs amongst essentially two scholarly approaches.[48] While some look at

[47] *Supra* note 44.

[48] *See* Section C.

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them as a threat to further economic integration at a multilateral level,[49] others consider that they promote ''broader liberalization[.]''[50] Both approaches seem to look at legal remedies to an eventual denial to a third party accession as a chimeric issue. Since PTAs are playing a major role in the evolution of market integration—at least at regional level—and since they are the most common means that USA and EU, the biggest commercial powers in the world, use, the possibility of a judicial review in order to "open the gates" to third—and usually poorer—countries, seems very unrealistic, even in the future.

Personally, we side with the more optimistic view, for both economic and historical reasons. In the absence of a concrete possibility for further economic integration at the multilateral level, they are the only means for WTO members to build up new roads for their commerce with foreign partners. Baldwin theorized a domino theory to this extent.[51] Companies in countries left out by PTAs may be harmed by not having preferential market access to foreign markets. This can lead their governments to engage in reciprocal negotiations with other excluded countries. Such a domino effect cannot last forever, since regional integrated economies are likely to reach a saturation point, so that they will need to broaden their boundaries and to enlarge their market.

In the absence of a concrete possibility of future negotiations at the WTO level—at least in the immediate future—as well as of a political will by member states to deepen their market integration in the services area, the proliferation of MRAs and PTAs seem to be the only solution for national governments to encourage companies to expand their foreign trade and to allow the free movement of professionals. The European integration process is a good example of how second best solutions took the place of the political will and pushed the European market to a deeper integration. We are, however, well aware of the fact that there are many reasons to be skeptical about a positive turnaround in this field, and that the WTO institutional framework is not comparable to the European, so that things may take longer or be quite different.

In any case, the focus should be on the necessity of improving the transparency mechanisms already defined by treaties rather than on limiting the practice of signing MRAs, which are not *per se* discriminatory.

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[49] Bhagwati, *supra* note 3.

[50] C. Fred Bergsten, *Open Regionalism* (Peterson Inst. for Int'l Econ. Working Paper No. 97-3, 1997).

[51] Richard Baldwin, *A Domino Theory of Regionalism*, in EXPANDING MEMBERSHIP OF THE EUROPEAN UNION 25-48 (Richard Baldwin, Pertti Haaparanta & Jaakko Kiander, eds., 1995).

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Annexes

Annex I: TABLE 2 – Subject

Parties	Unknown Purpose	Unknown Purpose %	Both Academic and Professional	Both Academic and Professional %	Insurances	Insurances %	Credit Institutions	Credit Institutions %	Academic Purposes	Academic Purposes %	Professional Purposes	Professional Purposes %	*Accountants*	*Accountants %*	*Engineers*	*Engineers %*	*Architects*	*Architects %*
Angola	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Antigua and Barbuda	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Argentina	**2**	14	**1**	**7**	**0**	**0**	**0**	**0**	**10**	**71**	**1**	**7**	*0*	*0*	*0*	*0*	*0*	*0*
Armenia	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Australia	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**21**	**100**	*17*	*81*	*2*	*10*	*1*	*5*
Azerbaijan	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Bahamas	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Barbados	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Belarus	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Belgium	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Belize	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Bolivia	**0**	0	**1**	**11**	**0**	**0**	**0**	**0**	**4**	**44**	**4**	**44**	*0*	*0*	*0*	*0*	*0*	*0*
Brazil	**0**	0	**1**	**3**	**0**	**0**	**0**	**0**	**26**	**90**	**2**	**7**	*0*	*0*	*0*	*0*	*0*	*0*
Bulgaria	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Canada	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**100**	*2*	*40*	*2*	*40*	*1*	*20*
Cape Vert	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Chile	**0**	0	**1**	**7**	**0**	**0**	**0**	**0**	**6**	**43**	**7**	**50**	*0*	*0*	*0*	*0*	*0*	*0*
China	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**50**	**1**	**50**	*1*	*50*	*0*	*0*	*0*	*0*
Colombia	**0**	0	**2**	**6**	**0**	**0**	**0**	**0**	**22**	**67**	**9**	**27**	*0*	*0*	*0*	*0*	*0*	*0*
Congo	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Costa Rica	**0**	0	**2**	**13**	**0**	**0**	**0**	**0**	**11**	**69**	**3**	**19**	*0*	*0*	*0*	*0*	*0*	*0*
Cuba	**0**	0	**1**	**33**	**0**	**0**	**0**	**0**	**2**	**67**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Czech Republic	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Dominica	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Dominican Republic	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**75**	**1**	**25**	*0*	*0*	*0*	*0*	*0*	*0*

Parties	Unknown Purpose	Unknown Purpose %	Both Academic and Professional	Both Academic and Professional %	Insurances	Insurances %	Credit Institutions	Credit Institutions %	Academic Purposes	Academic Purposes %	Professional Purposes	Professional Purposes %	*Accountants*	*Accountants %*	*Engineers*	*Engineers %*	*Architects*	*Architects %*
Ecuador	**0**	0	**1**	**10**	**0**	**0**	**0**	**0**	**6**	**60**	**3**	**30**	*0*	*0*	*0*	*0*	*0*	*0*
El Salvador	**0**	0	**3**	**30**	**0**	**0**	**0**	**0**	**3**	**30**	**4**	**40**	*0*	*0*	*0*	*0*	*0*	*0*
Estonia	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
European Commission	**0**	0	**0**	**0**	**1**	**50**	**0**	**0**	**0**	**0**	**1**	**50**	*0*	*0*	*0*	*0*	*0*	*0*
France	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Georgia	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Germany	**0**	0	**0**	**0**	**0**	**0**	**2**	**67**	**1**	**33**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Grenada	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Guatemala	**0**	0	**1**	**13**	**0**	**0**	**0**	**0**	**6**	**75**	**1**	**13**	*0*	*0*	*0*	*0*	*0*	*0*
Guyana	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Haiti	**0**	0	**1**	**33**	**0**	**0**	**0**	**0**	**2**	**67**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Holy See	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Honduras	**0**	0	**1**	**17**	**0**	**0**	**0**	**0**	**3**	**50**	**2**	**33**	*0*	*0*	*0*	*0*	*0*	*0*
Hong Kong	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**100**	*1*	*33*	*2*	*67*	*0*	*0*
Iceland	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Iran	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Ireland	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**100**	*2*	*50*	*2*	*50*	*0*	*0*
Jamaica	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Japan	**0**	0	**0**	**0**	**0**	**0**	**1**	**50**	**0**	**0**	**1**	**50**	*0*	*0*	*1*	*50*	*0*	*0*
Kazakhstan	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Korea	**0**	0	**1**	**50**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**50**	*0*	*0*	*0*	*0*	*0*	*0*
Kyrgyzstan	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Latvia	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Liechtenstein	**0**	0	**0**	**0**	**1**	**33**	**0**	**0**	**0**	**0**	**2**	**67**	*0*	*0*	*0*	*0*	*0*	*0*
Lituania	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Luxembourg	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*

Parties	Unknown Purpose	Unknown Purpose %	Both Academic and Professional	Both Academic and Professional %	Insurances	Insurances %	Credit Institutions	Credit Institutions %	Academic Purposes	Academic Purposes %	Professional Purposes	Professional Purposes %	*Accountants*	*Accountants %*	*Engineers*	*Engineers %*	*Architects*	*Architects %*
Malaysia	0	0	0	0	0	0	0	0	0	0	1	100	*1*	*100*	*0*	*0*	*0*	*0*
Mexico	0	0	1	33	0	0	0	0	2	67	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Moldova	0	0	0	0	0	0	0	0	0	0	1	100	*0*	*0*	*0*	*0*	*0*	*0*
Morocco	0	0	0	0	0	0	0	0	1	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Netherlands	0	0	0	0	0	0	0	0	1	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Netherlands Antilles	0	0	0	0	0	0	0	0	1	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
New Zealand	0	0	0	0	0	0	0	0	0	0	4	100	*1*	*25*	*2*	*50*	*1*	*25*
Nicaragua	0	0	0	0	0	0	0	0	2	50	2	50	*0*	*0*	*0*	*0*	*0*	*0*
Norway	0	0	0	0	0	0	0	0	0	0	1	100	*0*	*0*	*0*	*0*	*0*	*0*
Panama	0	0	1	20	0	0	0	0	4	80	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Paraguay	1	25	1	25	0	0	0	0	1	25	1	25	*0*	*0*	*0*	*0*	*0*	*0*
Peru	0	0	1	10	0	0	0	0	5	50	4	40	*0*	*0*	*0*	*0*	*0*	*0*
Philippines	0	0	0	0	0	0	0	0	0	0	1	100	*1*	*100*	*0*	*0*	*0*	*0*
Portugal	0	0	0	0	0	0	0	0	2	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Romania	0	0	0	0	0	0	0	0	1	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Russia	0	0	0	0	0	0	0	0	0	0	1	100	*0*	*0*	*0*	*0*	*0*	*0*
Saint Cristopher and Nevis	0	0	0	0	0	0	0	0	1	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Saint Lucia	0	0	0	0	0	0	0	0	1	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Saint Vincent and the Grenadines	0	0	0	0	0	0	0	0	1	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Singapore	0	0	0	0	0	0	0	0	0	0	1	100	*1*	*100*	*0*	*0*	*0*	*0*
Slovak Republic	0	0	0	0	0	0	0	0	1	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
South Africa	0	0	0	0	0	0	0	0	0	0	3	100	*1*	*33*	*2*	*67*	*0*	*0*
Soviet Union	0	0	0	0	0	0	0	0	2	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Spain	0	0	0	0	0	0	0	0	3	50	3	50	*0*	*0*	*0*	*0*	*0*	*0*
Suriname	0	0	0	0	0	0	0	0	2	100	0	0	*0*	*0*	*0*	*0*	*0*	*0*
Switzerland	0	0	0	0	2	50	0	0	0	0	2	50	*0*	*0*	*0*	*0*	*0*	*0*

Parties	Unknown Purpose	Unknown Purpose %	Both Academic and Professional	Both Academic and Professional %	Insurances	Insurances %	Credit Institutions	Credit Institutions %	Academic Purposes	Academic Purposes %	Professional Purposes	Professional Purposes %	*Accountants*	*Accountants %*	*Engineers*	*Engineers %*	*Architects*	*Architects %*
Taijikistan	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Trinidad and Tobago	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Turkey	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Turkmenistan	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
UK	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**17**	**5**	**83**	*2*	*33*	*2*	*33*	*0*	*0*
Ukraine	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Uruguay	**1**	20	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**40**	**2**	**40**	*0*	*0*	*0*	*0*	*0*	*0*
USA	**0**	0	**0**	**0**	**0**	**0**	**1**	**13**	**0**	**0**	**7**	**88**	*4*	*50*	*2*	*25*	*1*	*13*
Uzbekistan	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*0*	*0*	*0*	*0*	*0*	*0*
Venezuela	**0**	0	**2**	**11**	**0**	**0**	**0**	**0**	**17**	**89**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*
Vietnam	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	*1*	*100*	*0*	*0*	*0*	*0*
Yugoslavia	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**100**	**0**	**0**	*0*	*0*	*0*	*0*	*0*	*0*

Parties	Surveyors	Surveyors %	University Professions	University Professions %	Doctors, Dentists, Veterinary Surgeons	Doctors, Dentists, Veterinary Surgeons %	Lawyers	Lawyers %	Patents Representatives	Patents Representatives %	No Sector	No Sector %	Total
Angola	0	0	0	0	0	0	0	0	0	0	0	0	1
Antigua and Barbuda	0	0	0	0	0	0	0	0	0	0	0	0	1
Argentina	0	0	0	0	0	0	0	0	0	0	1	7	14
Armenia	0	0	0	0	0	0	0	0	0	0	2	100	2
Australia	1	5	0	0	0	0	0	0	0	0	0	0	21
Azerbaijan	0	0	0	0	0	0	0	0	0	0	1	100	1
Bahamas	0	0	0	0	0	0	0	0	0	0	0	0	1
Barbados	0	0	0	0	0	0	0	0	0	0	0	0	1
Belarus	0	0	0	0	0	0	0	0	0	0	1	100	1
Belgium	0	0	0	0	0	0	0	0	0	0	0	0	1
Belize	0	0	0	0	0	0	0	0	0	0	0	0	1
Bolivia	0	0	0	0	0	0	0	0	0	0	4	44	9
Brazil	0	0	0	0	0	0	0	0	0	0	2	7	29
Bulgaria	0	0	0	0	0	0	0	0	0	0	0	0	3
Canada	0	0	0	0	0	0	0	0	0	0	0	0	5
Cape Vert	0	0	0	0	0	0	0	0	0	0	0	0	1
Chile	0	0	0	0	0	0	0	0	0	0	7	50	14
China	0	0	0	0	0	0	0	0	0	0	0	0	2
Colombia	0	0	0	0	0	0	0	0	0	0	9	27	33
Congo	0	0	0	0	0	0	0	0	0	0	0	0	1
Costa Rica	0	0	0	0	0	0	0	0	0	0	3	19	16
Cuba	0	0	0	0	0	0	0	0	0	0	0	0	3
Czech Republic	0	0	0	0	0	0	0	0	0	0	0	0	1
Dominica	0	0	0	0	0	0	0	0	0	0	0	0	1
Dominican Republic	0	0	0	0	0	0	0	0	0	0	1	25	4
Ecuador	0	0	1	10	0	0	0	0	0	0	2	20	10

Parties	Surveyors	Surveyors %	University Professions	University Professions %	Doctors, Dentists, Veterinary Surgeons	Doctors, Dentists, Veterinary Surgeons %	Lawyers	Lawyers %	Patents Representatives	Patents Representatives %	No Sector	No Sector %	Total
El Salvador	0	0	2	20	0	0	0	0	0	0	2	20	**10**
Estonia	0	0	0	0	0	0	0	0	0	0	0	0	**2**
European Commission	0	0	0	0	1	50	0	0	0	0	0	0	**2**
France	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Georgia	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Germany	0	0	0	0	0	0	0	0	0	0	0	0	**3**
Grenada	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Guatemala	0	0	0	0	0	0	0	0	0	0	0	0	**8**
Guyana	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Haiti	0	0	0	0	0	0	0	0	0	0	0	0	**3**
Holy See	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Honduras	0	0	0	0	0	0	0	0	0	0	2	33	**6**
Hong Kong	0	0	0	0	0	0	0	0	0	0	0	0	**3**
Iceland	0	0	0	0	0	0	1	100	0	0	0	0	**1**
Iran	0	0	0	0	0	0	0	0	0	0	1	100	**1**
Ireland	0	0	0	0	0	0	0	0	0	0	0	0	**4**
Jamaica	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Japan	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Kazakhstan	0	0	0	0	0	0	0	0	0	0	1	100	**1**
Korea	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Kyrgyzstan	0	0	0	0	0	0	0	0	0	0	1	100	**1**
Latvia	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Liechtenstein	0	0	0	0	0	0	0	0	1	33	1	33	**3**
Lituania	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Luxembourg	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Malaysia	0	0	0	0	0	0	0	0	0	0	0	0	**1**

Parties	Surveyors	Surveyors %	University Professions	University Professions %	Doctors, Dentists, Veterinary Surgeons	Doctors, Dentists, Veterinary Surgeons %	Lawyers	Lawyers %	Patents Representatives	Patents Representatives %	No Sector	No Sector %	Total
Mexico	0	0	0	0	0	0	0	0	0	0	0	0	**3**
Moldova	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Morocco	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Netherlands	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Netherlands Antilles	0	0	0	0	0	0	0	0	0	0	0	0	**1**
New Zealand	0	0	0	0	0	0	0	0	0	0	0	0	**4**
Nicaragua	0	0	0	0	0	0	0	0	0	0	0	0	**4**
Norway	0	0	0	0	0	0	1	100	0	0	0	0	**1**
Panama	0	0	0	0	0	0	0	0	0	0	0	0	**5**
Paraguay	0	0	0	0	0	0	0	0	0	0	1	25	**4**
Peru	0	0	0	0	0	0	0	0	0	0	4	40	**10**
Philippines	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Portugal	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Romania	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Russia	0	0	0	0	0	0	0	0	0	0	1	100	**1**
Saint Cristopher and Nevis	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Saint Lucia	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Saint Vincent and the Grenadines	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Singapore	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Slovak Republic	0	0	0	0	0	0	0	0	0	0	0	0	**1**
South Africa	0	0	0	0	0	0	0	0	0	0	0	0	**3**
Soviet Union	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Spain	0	0	2	33	0	0	0	0	0	0	1	17	**6**
Suriname	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Switzerland	0	0	0	0	1	25	0	0	1	25	0	0	**4**
Taijikistan	0	0	0	0	0	0	0	0	0	0	1	100	**1**

Parties	Surveyors	Surveyors %	University Professions	University Professions %	Doctors, Dentists, Veterinary Surgeons	Doctors, Dentists, Veterinary Surgeons %	Lawyers	Lawyers %	Patents Representatives	Patents Representatives %	No Sector	No Sector %	Total
Trinidad and Tobago	0	0	0	0	0	0	0	0	0	0	0	0	**2**
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Turkmenistan	0	0	0	0	0	0	0	0	0	0	1	100	**1**
UK	1	17	0	0	0	0	0	0	0	0	0	0	**6**
Ukraine	0	0	0	0	0	0	0	0	0	0	1	100	**1**
Uruguay	0	0	0	0	0	0	0	0	0	0	2	40	**5**
USA	0	0	0	0	0	0	0	0	0	0	0	0	**8**
Uzbekistan	0	0	0	0	0	0	0	0	0	0	1	100	**1**
Venezuela	0	0	0	0	0	0	0	0	0	0	0	0	**19**
Vietnam	0	0	0	0	0	0	0	0	0	0	0	0	**1**
Yugoslavia	0	0	0	0	0	0	0	0	0	0	0	0	**1**

Annex II: TABLE 3 – Cultural Biases

Parties	Same Region (number)	Same Region (% over total MRAs notified)	Same Language	Same Language (% over total MRAs notified)	At least same region or same language	At least same region or same language (% over total MRAs notified)	Total
Angola	0	0	1	100	1	100	**1**
Antigua and Barbuda	1	100	1	100	1	100	**1**
Argentina	12	86	12	86	13	93	**14**
Armenia	2	100	0	0	2	100	**2**
Australia	4	19	17	81	17	81	**21**
Azerbaijan	1	100	0	0	1	100	**1**
Bahamas	1	100	1	100	1	100	**1**
Barbados	1	100	1	100	1	100	**1**
Belarus	1	100	0	0	1	100	**1**
Belgium	1	100	1	100	1	100	**1**
Belize	1	100	1	100	1	100	**1**
Bolivia	9	100	9	100	9	100	**9**
Brazil	21	72	3	10	22	76	**29**
Bulgaria	0	0	0	0	0	0	**3**
Canada	4	80	5	100	5	100	**5**
Cape Vert	0	0	1	100	1	100	**1**
Chile	13	93	12	86	14	100	**14**
China	0	0	0	0	0	0	**2**
Colombia	23	70	21	64	24	73	**33**
Congo	0	0	0	0	0	0	**1**
Costa Rica	14	88	12	75	14	88	**16**
Cuba	3	100	3	100	3	100	**3**
Czech Republic	0	0	0	0	0	0	**1**
Dominica	1	100	1	100	1	100	**1**
Dominican Republic	4	100	4	100	4	100	**4**
Ecuador	10	100	9	90	10	100	**10**

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El Salvador	8	80	8	80	10	100	**10**
Estonia	2	100	0	0	2	100	**2**
European Commission	2	100	2	100	2	100	**2**
France	0	0	0	0	0	0	**1**
Georgia	1	100	0	0	1	100	**1**
Germany	0	0	0	0	0	0	**3**
Grenada	1	100	1	100	1	100	**1**
Guatemala	8	100	8	100	8	100	**8**
Guyana	1	100	1	100	1	100	**1**
Parties	**Same Region (number)**	**Same Region (% over total MRAs notified)**	**Same Language**	**Same Language (% over total MRAs notified)**	**At least same region or same language**	**At least same region or same language (% over total MRAs notified)**	**Total**
Haiti	3	100	2	67	3	100	**3**
Holy See	0	0	0	0	0	0	**2**
Honduras	6	100	6	100	6	100	**6**
Hong Kong	0	0	3	100	3	100	**3**
Iceland	1	100	0	0	1	100	**1**
Iran	1	100	0	0	1	100	**1**
Ireland	0	0	4	100	4	100	**4**
Jamaica	2	100	0	0	2	100	**2**
Japan	0	0	0	0	0	0	**2**
Kazakhstan	1	100	0	0	1	100	**1**
Korea	0	0	0	0	0	0	**2**
Kyrgyzstan	1	100	0	0	1	100	**1**
Latvia	2	100	0	0	2	100	**2**
Liechtenstein	3	100	2	67	3	100	**3**
Lituania	2	100	0	0	2	100	**2**
Luxembourg	1	100	1	100	2	200	**1**
Malaysia	0	0	0	0	0	0	**1**
Mexico	3	100	3	100	3	100	**3**
Moldova	1	100	0	0	1	100	**1**

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Parties	Same Region (number)	Same Region (% over total MRAs notified)	Same Language	Same Language (% over total MRAs notified)	At least same region or same language	At least same region or same language (% over total MRAs notified)	Total
Morocco	0	0	0	0	0	0	**1**
Netherlands	1	100	1	100	1	100	**1**
Netherlands Antilles	1	100	0	0	1	100	**1**
New Zealand	4	100	4	100	4	100	**4**
Nicaragua	4	100	4	100	2	50	**4**
Norway	1	100	0	0	1	100	**1**
Panama	5	100	4	80	5	100	**5**
Paraguay	4	100	4	100	4	100	**4**
Peru	10	100	9	90	10	100	**10**
Philippines	0	0	1	100	1	100	**1**
Portugal	0	0	1	50	1	50	**2**
Romania	0	0	0	0	0	0	**1**
Russia	1	100	0	0	1	100	**1**
Saint Cristopher and Nevis	1	100	1	100	1	100	**1**
Saint Lucia	1	100	1	100	1	100	**1**
Saint Vincent and the Grenadines	1	100	1	100	1	100	**1**
Singapore	0	0	1	100	1	100	**1**
Slovak Republic	0	0	0	0	0	0	**1**
South Africa	0	0	3	100	3	100	**3**
Soviet Union	0	0	0	0	0	0	**2**
Spain	0	0	6	100	6	100	**6**
Suriname	2	100	0	0	2	100	**2**
Switzerland	4	100	4	100	4	100	**4**
Taijikistan	1	100	0	0	1	100	**1**
Trinidad and Tobago	2	100	0	0	2	100	**2**
Turkey	0	0	0	0	0	0	**1**
Turkmenistan	1	100	0	0	1	100	**1**

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UK	0	0	5	83	5	83	**6**
Ukraine	1	100	0	0	1	100	**1**
Uruguay	5	100	5	100	5	100	**5**
USA	7	88	2	25	7	88	**8**
Uzbekistan	1	100	0	0	1	100	**1**
Venezuela	18	95	14	74	18	95	**19**
Vietnam	0	0	0	0	0	0	**1**
Yugoslavia	0	0	0	0	0	0	**1**

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Annex III: TABLE 4 – Level of Income

Parties	G2 - G2	G2 - HIC	G2 - LIC	G2 - LDC	G2 - UMC	G2 - LMC	HIC - HIC	HIC - LIC	HIC - UMC	HIC - LMC	UMC - UMC	LMC - LMC	UMC - LMC	LIC - LIC	UMC - LIC
Argentina - Brazil	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Argentina - Colombia	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Argentina - Costa Rica	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Argentina - Holy See	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Argentina - Paraguay	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Argentina - Peru	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Argentina - Spain	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Argentina - Uruguay	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Argentina - Venezuela	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Armenia - Iran	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Australia - Canada	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - China	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Australia - Hong Kong	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - Ireland	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - Ireland	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - Japan	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - Malaysia	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Australia - New Zealand	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - New Zealand	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - Philippines	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Australia - Singapore	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - South Africa	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Australia - UK	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - UK	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - UK	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Australia - Usa	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Australia - Usa	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Australia - USA	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Australia - Vietnam	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0

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Parties	G2 - G2	G2 - HIC	G2 - LIC	G2 - LDC	G2 - UMC	G2 - LMC	HIC - HIC	HIC - LIC	HIC - UMC	HIC - LMC	UMC - UMC	LMC - LMC	UMC - LMC	LIC - LIC	UMC - LIC
Brazil - Angola	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Brazil - Cape Vert	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Brazil - Chile	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Brazil - China	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Brazil - Colombia	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Brazil - Congo Dem. Rep.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Brazil - Costa Rica	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Brazil - Ecuador	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Brazil - France	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Brazil - Guatemala	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Brazil - Haiti	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Brazil - Morocco	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Brazil - Panama	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Brazil - Peru	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Brazil - Portugal	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Brazil - Suriname	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Brazil - Trinidad and Tobago	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Brazil - Turkey	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Brazil - Venezuela	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Bulgaria - Colombia	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Chile - Brazil	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Chile - Colombia	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Chile - Peru	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Chile - Spain	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Chile - Uruguay	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Colombia - Bolivia	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Colombia - Brazil	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Colombia - Brazil	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Colombia - Bulgaria	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Colombia - Bulgaria	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Colombia - Chile	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0

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Parties	G2 - G2	G2 - HIC	G2 - LIC	G2 - LDC	G2 - UMC	G2 - LMC	HIC - HIC	HIC - LIC	HIC - UMC	HIC - LMC	UMC - UMC	LMC - LMC	UMC - LMC	LIC - LIC	UMC - LIC
Colombia - Chile	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Colombia - Costa Rica	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Colombia - Cuba	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Colombia - Czech Republic	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Colombia - Dominican Republic	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Colombia - Dominican Republic	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Colombia - Ecuador	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Colombia - Korea	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Colombia - Peru	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Colombia - Slovak Republic	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Colombia - Soviet Union (?)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Colombia - Spain	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Colombia - UK	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Colombia - Uruguay	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Colombia - Venezuela	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Costa Rica - Brazil	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Costa Rica - Colombia	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Costa Rica - Dominican Republic	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Costa Rica - Ecuador	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Costa Rica - Romania	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Costa Rica - Soviet Union (?)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Costa Rica - Spain	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Costa Rica - Venezuela	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
EC - Switzerland	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
EC - Switzerland	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Ecuador - Chile	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
El Salvador - Brazil	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
El Salvador - Ecuador	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
El Salvador - Korea	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0

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Parties	G2 - G2	G2 - HIC	G2 - LIC	G2 - LDC	G2 - UMC	G2 - LMC	HIC - HIC	HIC - LIC	HIC - UMC	HIC - LMC	UMC - UMC	LMC - LMC	UMC - LMC	LIC - LIC	UMC - LIC
El Salvador - Spain	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
El Salvador - Venezuela	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Germany - Colombia	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Germany - Japan	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Germany - USA	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Guatemala - Venezuela	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Switzerland - Liechtenstein	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Switzerland - Liechtenstein	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Usa - Canada	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Usa - Canada	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Venezuela - Brazil	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Venezuela - Dominican Republic	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Venezuela - Guatemala	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Venezuela - Honduras	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Venezuela - Jamaica	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Venezuela - Mexico	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Venezuela - Panama	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Venezuela - Portugal	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Venezuela - Trinidad and Tobago	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Total (over 106)	*0*	*8*	*0*	*0*	*0*	*0*	14	*2*	*10*	*10*	*19*	*7*	*33*	*0*	*3*

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Annex IV: TABLE 5 – PTAs

Parties	Recognition	Other	Date of entry into force
Japan - Thailand	Other	a party 'may recognize', art. 118	2007
Chile - Japan	Other	a party 'may recognize', art. 113	2007
Trans - Pacific strategic economic partnership (Brunei Darussalam, Chile, Singapore, New Zealand)	Other	hortatory, art. 12	2006
India - Singapore	Y		2005
Panama - Singapore	n		2006
US - Bahrein	Other	The Parties shall encourage	2006
Costa Rica - Mexico	Other	The Parties shall encourage	1995
Efta - Korea	Other	The Parties shall encourage (cannot find the annexes, there should be one on mutual recognition…)	2006
Japan - Malaysia	Other	a party 'may recognize'	2006
Jordan - Singapore	N		2005
Guatemala - Mexico	N		2001
Honduras - Mexico	N		2001
El Salvador - Mexico	N		2001
Dominican Republic - Central America - United States Free Trade Agreement	Other	a party 'may recognize'	2006
Korea - Singapore	Y	Korea recognizes 2 Singapore Universities; Singapore recognizes 20 Korea Universities (annex 9D)	2006
EC	Y		1958
Us - Morocco	Other	a party 'may	2006

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		recognize'	
Thailand - New Zealand	N		2005
Mexico - Nicaragua	N		1998
EC - Chile	Other	a party 'may recognize'	2003
Japan - Mexico	Other	hortatory, art. 104	2005
Panama - El Salvador (Central America)	Other	the parties agree to negotiate on mutual recognition of higher education diplomas - Annex 11.13	2003
Thailand - Australia	Other	a party may recognize… art. 808, cannot find the annex	2005
Us - Australia	Other	The Parties shall encourage annex 10 - A	2005
EFTA - Chile	Other	The Parties shall encourage - art 29	2004
Korea - Chile	N		2004
Chile - El Salvador (Central America)	N		2002
China - Macao	N		2004
China - Hong Kong	N		2004
Us - Singapore	Other	the parties shall encourage	2004
Us - Chile	Other	The Parties shall encourage	2004
Singapore - Australia	Other	The Parties shall encourage	2003
New Zealand - Singapore	Other	The Parties shall encourage	2001
Parties	**Recognition**	**Other**	**Date of entry into force**
EFTA - Mexico	Other	The Parties shall encourage	2001
Chile - Mexico	N		1999
EFTA - Singapore	N		2003
EC - Mexico	N		2000
Chile - Costa Rica (Central America)	Other	a party 'may recognize'	2002
Japan - Singapore	Other	a party 'may recognize'	2002

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Us - Jordan	N		2001
Canada - Chile	Other	the parties agree to foster…	1997
NAFTA	N	the parties agree to foster…	1994
Australia - Chile	Other	a party 'may recognize'	2009
Japan - Indonesia	N		2008
Us - Peru	Other	a party 'may recognize'	2009
Us - Oman	Other	a party 'may recognize'	2009
Panama - Chile	Other	the parties agree to foster…	2008
China - Singapore	Other	a party 'may recognize'	2009
Iceland - Faroe Islands	N		2006
Brunei Darussalam - Japan	Other	a party 'may recognize'	2008
EC - CARIFORUM States EPA	N		2008
Japan - Philippines	Other	a party 'may recognize'	2008
MERCOSUR	Other	possibility to recognize…	2005
CARICOM	Other	the parties shall establish common standard to recognize…	1997
EFTA	Y		2002
EEA	N		1994
Australia - New Zealand	N		1989
ASEAN - China	Other		2007
Pakistan - Malaysia	Other	a party 'may recognize'	2008

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