

## **ANNEX XIX**

REFERRED TO IN ARTICLE 3.26 (CONTRACTUAL SERVICE SUPPLIERS AND INDEPENDENT PROFESSIONALS) OF SECTION 3.4 (ENTRY AND TEMPORARY STAY OF NATURAL PERSONS) OF CHAPTER 3 (SERVICES AND INVESTMENT)



## ANNEX XIX

### CONTRACTUAL SERVICE SUPPLIERS AND INDEPENDENT PROFESSIONALS

#### REFERRED TO IN ARTICLE 3.26 (CONTRACTUAL SERVICE SUPPLIERS AND INDEPENDENT PROFESSIONALS) OF SECTION 3.4 (ENTRY AND TEMPORARY STAY OF NATURAL PERSONS) OF CHAPTER 3 (SERVICES AND INVESTMENT)

#### SCHEDULE OF THE UNITED KINGDOM

1. The United Kingdom shall allow the supply of services in the United Kingdom by contractual service suppliers or independent professionals of the EEA EFTA States through the presence of natural persons in accordance with Article 3.26 (Contractual Service Suppliers and Independent Professionals) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment) for the sectors listed in this Schedule, subject to the relevant limitations listed in paragraph 13 of this Schedule.
2. The list of reservations in paragraph 13 of this Schedule is composed of the following elements:
  - (a) the first column indicating the sector or sub-sector for which the category of contractual service suppliers and independent professionals is liberalised; and
  - (b) the second column describing the applicable limitations.
3. In addition to the list of reservations in this Schedule, the United Kingdom may adopt or maintain any measures relating to qualification requirements, qualification procedures, technical standards, licensing requirements or licensing procedures that does not constitute a limitation within the meaning of Article 3.26 (Contractual Service Suppliers and Independent Professionals) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment). These measures, which include requirements to obtain a licence, to obtain recognition of qualifications in regulated sectors or to pass specific examinations, such as language examinations, even if not listed in this Schedule, apply in any case to contractual service suppliers or independent professionals of the EEA EFTA States.
4. The United Kingdom does not undertake any commitment for contractual service suppliers and independent professionals in economic activities which are not listed.

5. Commitments for contractual service suppliers and independent professionals do not apply in cases where the intent or effect of the entry and temporary stay is to interfere with, or otherwise affect the outcome of any labour or management dispute or negotiation, or the employment of any natural person who is involved in that dispute.
6. The following abbreviations are used in the list of reservations below:
  - CSS Contractual service suppliers
  - IP Independent professionals

Contractual service suppliers

7. Subject to the conditions in paragraph 8 and the list of reservations in paragraph 13 of this Schedule, the United Kingdom makes commitments in accordance with Article 3.26 (Contractual Service Suppliers and Independent Professionals) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment) with respect to the category of contractual service suppliers in the following sectors or sub-sectors:
  - (a) legal advisory services in respect of public international law and foreign law;
  - (b) accounting and bookkeeping services;
  - (c) taxation advisory services;
  - (d) architectural services and urban planning and landscape architectural services;
  - (e) engineering services and integrated engineering services;
  - (f) computer and related services;
  - (g) research and development services;
  - (h) advertising services;
  - (i) market research and opinion polling services;
  - (j) management consulting services;
  - (k) services related to management consulting;
  - (l) technical testing and analysis services;
  - (m) related scientific and technical consulting services;

- (n) mining;
- (o) maintenance and repair of vessels;
- (p) maintenance and repair of rail transport equipment;
- (q) maintenance and repair of motor vehicles, motorcycles, snowmobiles and road transport equipment;
- (r) maintenance and repair of aircrafts and parts thereof;
- (s) maintenance and repair of metal products, of (non-office) machinery, of (non-transport and non-office) equipment and of personal and household goods;
- (t) translation and interpretation services;
- (u) telecommunication services;
- (v) postal and courier services;
- (w) site investigation work;
- (x) environmental services;
- (y) insurance and insurance related services advisory and consulting services;
- (z) other financial services advisory and consulting services;
- (aa) transport advisory and consulting services;
- (bb) travel agencies and tour operators' services;
- (cc) tourist guides' services; and
- (dd) manufacturing advisory and consulting services.

8. The contractual service suppliers shall comply with the following conditions:

- (a) the natural persons are engaged in the supply of a service on a temporary basis as employees of legal person which has obtained a service contract not exceeding 12 months;
- (b) the natural persons entering the United Kingdom have been offering such services as employees of the legal person supplying the services for at least the year immediately preceding the date of the submission of an application for entry into the United Kingdom and possess, at the date of submission of an application for entry into the United

Kingdom at least three years' professional experience<sup>1</sup> in the sector of activity which is the subject of the contract;

- (c) the natural persons entering the United Kingdom shall possess:
    - (i) a university degree or a qualification demonstrating knowledge of an equivalent level<sup>2</sup>; and
    - (ii) the professional qualifications legally required to exercise that activity in the United Kingdom;
  - (d) the natural person does not receive remuneration for the provision of services in the United Kingdom other than the remuneration paid by the legal person employing the natural person;
  - (e) the access accorded relates only to the service activity which is the subject of the contract and does not confer entitlement to exercise the professional title of the United Kingdom where the service is provided; and
  - (f) the number of persons covered by the service contract shall not be larger than necessary to fulfil the contract, as it may be required by the law or other legal requirements of the United Kingdom.
9. The permissible length of stay of contractual service suppliers is for a cumulative period of not more than six months in any 12-month period or for the duration of the contract, whichever is less.

#### Independent professionals

10. Subject to the conditions in paragraph 11 and the list of reservations in paragraph 13 of this Schedule, the United Kingdom makes commitments in accordance with Article 3.26 (Contractual Service Suppliers and Independent Professionals) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment) with respect to the category of independent professionals in the following sectors or sub-sectors:
- (a) legal advisory services in respect of public international law and foreign law;

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<sup>1</sup> Professional experience shall be obtained after having reached the age of majority.

<sup>2</sup> Where the degree or qualification has not been obtained in the United Kingdom, the United Kingdom may evaluate whether this is equivalent to a university degree required in the United Kingdom.

- (b) architectural services and urban planning and landscape architectural services;
- (c) engineering services and integrated engineering services;
- (d) computer and related services;
- (e) research and development services;
- (f) market research and opinion polling services;
- (g) management consulting services;
- (h) services related to management consulting;
- (i) mining;
- (j) translation and interpretation services;
- (k) telecommunication services;
- (l) postal and courier services;
- (m) insurance related services advisory and consulting services;
- (n) other financial services advisory and consulting services;
- (o) transport advisory and consulting services; and
- (p) manufacturing advisory and consulting services.

11. The independent professionals shall comply with the following conditions:

- (a) the natural persons are engaged in the supply of a service on a temporary basis as self-employed persons established in the EEAEFTA States and have obtained a service contract for a period not exceeding 12 months;
- (b) the natural persons entering the United Kingdom possess, at the date of submission of an application for entry into the United Kingdom, at least six years' professional experience in the sector of activity which is the subject of the contract;
- (c) the natural persons entering the United Kingdom possess;

- (i) a university degree or a qualification demonstrating knowledge of an equivalent level;<sup>3</sup> and
  - (ii) the professional qualifications legally required to exercise that activity in the United Kingdom; and
- (d) the access accorded relates only to the service activity which is the subject of the contract and does not confer entitlement to exercise the professional title of the United Kingdom.
12. The permissible length of stay of independent professionals is for a cumulative period of not more than six months in any 12-month period or for the duration of the contract, whichever is less.
13. The United Kingdom lists the following reservations referred to in paragraph 1 of this Schedule:

Sector or sub-sector	Description of reservations
Legal advisory services in respect of public international law and foreign law (part of CPC 861)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>
Accounting and bookkeeping services (CPC 86212 other than 'auditing services', 86213, 86219 and 86220)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>

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<sup>3</sup> Where the degree or qualification has not been obtained in the United Kingdom, the United Kingdom may evaluate whether this is equivalent to a university degree required in the United Kingdom.



Sector or sub-sector	Description of reservations
Taxation advisory services (CPC 863) <sup>4</sup>	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Architectural services and Urban planning and landscape architectural services (CPC 8671 and 8674)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>
Engineering services and Integrated engineering services (CPC 8672 and 8673)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>
Computer and related services (CPC 84)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>

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<sup>4</sup> Taxation advisory services does not include legal advisory and legal representational services on tax matters, which are under legal advisory services in respect of public international law and foreign law.

Sector or sub-sector	Description of reservations
Research and development services (CPC 851, 852 excluding psychologists services, <sup>5</sup> and 853)	<b>CSS:</b> None.  <b>IP:</b> None.
Advertising services (CPC 871)	<b>CSS:</b> None.  <b>IP:</b> Unbound.
Market research and opinion polling services (CPC 864)	<b>CSS:</b> None.  <b>IP:</b> None.
Management consulting services (CPC 865)	<b>CSS:</b> None.  <b>IP:</b> None.
Services related to management consulting (CPC 866)	<b>CSS:</b> None.  <b>IP:</b> None.

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<sup>5</sup> Part of CPC 85201, which is under medical and dental services.

Sector or sub-sector	Description of reservations
Technical testing and analysis services (CPC 8676)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Related scientific and technical consulting services (CPC 8675)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Mining (CPC 883, advisory and consulting services only)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>
Maintenance and repair of vessels (part of CPC 8868)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Maintenance and repair of rail transport equipment (part of CPC 8868)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>

Sector or sub-sector	Description of reservations
Maintenance and repair of motor vehicles, motorcycles, snowmobiles and road transport equipment (CPC 6112, 6122, part of 8867 and part of 8868)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Maintenance and repair of aircraft and parts thereof (part of CPC 8868)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Maintenance and repair of metal products, of (non-office) machinery, of (non transport and non-office) equipment and of personal and household goods <sup>6</sup> (CPC 633, 7545, 8861, 8862, 8864, 8865 and 8866)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Translation and interpretation services (CPC 87905, excluding official or certified activities)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>

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<sup>6</sup> Maintenance and repair services of office machinery and equipment including computers (CPC 845) are under computer services.

Sector or sub-sector	Description of reservations
Telecommunication services (CPC 7544, advisory and consulting services only)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>
Postal and courier services (CPC 751, advisory and consulting services only)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>
Site investigation work (CPC 5111)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Environmental services (CPC 9401, 9402, 9403, 9404, part of 94060, 9405, part of 9406 and 9409)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Insurance and insurance related services (advisory and consulting services only)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>

Sector or sub-sector	Description of reservations
Other financial services (advisory and consulting services only)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>
Transport (CPC 71, 72, 73, and 74, advisory and consulting services only)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>
Travel agencies and tour operators services (including tour managers <sup>7</sup> ) (CPC 7471)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>
Tourist guides' services (CPC 7472)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> Unbound.</p>

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<sup>7</sup> Services suppliers whose function is to accompany a tour group of a minimum of 10 natural persons, without acting as guides in specific locations.

Sector or sub-sector	Description of reservations
Manufacturing (CPC 884, and 885, advisory and consulting services only)	<p><b>CSS:</b> None.</p> <p><b>IP:</b> None.</p>

## SCHEDULE OF ICELAND, LIECHTENSTEIN AND NORWAY

1. Iceland, Liechtenstein and Norway shall allow the supply of services in their respective territories by contractual service suppliers or independent professionals of the United Kingdom through the presence of natural persons in accordance with Article 3.26 (Contractual Service Suppliers and Independent Professionals) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment) for the sectors listed in this Schedule.
2. In addition to the list of reservations in this Schedule, Iceland, Liechtenstein and Norway may adopt or maintain any measure relating to qualification requirements, qualification procedures, technical standards, licensing requirements or licensing procedures that does not constitute a limitation within the meaning of Article 3.26 (Contractual Service Suppliers and Independent Professionals) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment). These measures, which include requirements for a person to obtain a licence, to obtain recognition of qualifications in regulated sectors or to pass specific examinations, such as language examinations, even if not listed in this Schedule, apply in any case to contractual service suppliers or independent professionals of the United Kingdom.
3. Commitments for contractual service suppliers and independent professionals do not apply in cases where the intent or effect of the entry and temporary stay is to interfere with, or otherwise affect the outcome of any labour or management dispute or negotiation, or the employment of any natural person who is involved in that dispute.
4. The following abbreviations are used in the list below:  
  
CSS: Contractual service suppliers  
  
IP: Independent professionals  
  
Contractual service suppliers
5. Subject to the conditions in paragraph 6 of this Schedule, Iceland, Liechtenstein and Norway make commitments in accordance with Article 3.26 (Contractual Service Suppliers and Independent Professionals) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment) with respect to the category of contractual service suppliers for all services sectors.
6. The contractual service suppliers shall comply with the following conditions:



(a) In respect of Iceland:

Residence and work permit required. Permitted length of stay is up to six months. No economic needs test required.

The natural person providing the service on behalf of the service supplier must have specialised skills or qualifications of direct relevance to the service activity necessary to fulfil the contract.

The natural person does not receive remuneration for the provision of services in Iceland other than the remuneration paid by the enterprise employing the natural person. The commitment relates only to the services activity which is the subject of the contract. It does not entitle the natural person to exercise the profession as such.

All other requirements regarding entry, stay, wages, working conditions and social security benefits shall continue to apply.

(b) In respect of Liechtenstein:

The natural person does not receive remuneration for the provision of services in Liechtenstein other than the remuneration paid by the enterprise employing the natural person.

The competent authorities of Liechtenstein may recognise the necessary equivalence of the qualification and authorisation of the United Kingdom subject to reciprocity. The access accorded relates only to the service activity which is the subject of the contract and does not confer an entitlement to exercise the professional title of Liechtenstein.

The supply of a cross-border service is subject to notification. The notification must be submitted to the Migration and Passport Office at the latest two working days before the service is supplied. This requirement applies in addition to the need for a license to carry out an economic activity in Liechtenstein to be granted by the competent authorities. In order to ensure compliance with all requirements regarding work and social security measures, the employer of the CSS has to notify the competent authority at the latest nine working days before the supply of the service in accordance with the Posted Workers Act.

Work and social security measures referred to in Article 3.19 (General Provisions and Scope) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment) means measures prevailing in the sector and the place of activity in Liechtenstein provided by its law and collective agreements (with respect to remuneration, working hours, etc.).

The permissible length of stay of CSS is for a cumulative period of not more than eight days within any 90 day-period, with possible renewals of the same length of stay after such periods.

- (c) In respect of Norway:

The natural person does not receive remuneration for the provision of services in Norway other than the remuneration paid by the enterprise employing the natural person. The commitment relates only to the services activity which is the subject of the contract. It does not entitle the natural person to exercise the profession as such. Residence permit is required. No economic needs test.

The natural person entering Norway as a CSS must be considered to be a higher-level skilled worker or to possess special qualifications, usually obtained through higher education.

The competence of the natural person must be deemed necessary for the recipient of the service. If it is apparent that there will be a permanent need for such labour, or, if during the last six months, a permit has been issued for the performance of the same kind of work for the same recipient of the service, a permit shall not be granted.

The permissible length of stay of contractual service suppliers is for a cumulative period of not more than six months in any 12-month period or for the duration of the contract, whichever is less.

#### Independent professionals

7. Subject to the conditions in paragraph 8 of this Schedule, Iceland, Liechtenstein and Norway make commitments in accordance with Article 3.26 (Contractual Service Suppliers and Independent Professionals) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment) with respect to the category of independent professionals in all services sectors:
8. The independent professionals shall comply with the following conditions:
- (a) In respect of Iceland:

Residence and work permit required. Permitted length of stay is up to six months. No economic needs test required.

The natural person providing the service must have specialised skills or qualifications of direct relevance to the service activity necessary to fulfil the contract.

The natural person does not receive remuneration for the provision of services in Iceland other than the remuneration paid by the enterprise employing the natural person. The commitment relates only to the services activity which is the subject of the contract. It does not entitle the natural person to exercise the profession as such.

All other requirements regarding entry, stay, wages, working conditions and social security benefits shall continue to apply.

(b) In respect of Liechtenstein:

The IP shall possess the professional qualification to exercise an activity within the scope of the authorisation from the United Kingdom where this is required pursuant to the law or other legal requirements of Liechtenstein. The competent authorities of Liechtenstein may recognise the necessary equivalence of the qualification and United Kingdom authorisation of the IP subject to reciprocity. The access accorded relates only to the service activity which is the subject of the contract and does not confer entitlement to exercise the professional title of Liechtenstein.

The supply of a cross-border service is subject to notification. The notification must be submitted to the Migration and Passport Office at the latest two working days before the service is supplied. This requirement applies in addition to the need for a license to carry out an economic activity in Liechtenstein to be granted by the competent authorities.

Work and social security measures referred to in Article 3.19 (General Provisions and Scope) of Section 3.4 (Entry and Temporary Stay of Natural Persons) of Chapter 3 (Services and Investment) means measures prevailing in the sector and the place of activity in Liechtenstein provided by its law and collective agreements (with respect to remuneration, working hours, etc.).

The permissible length of stay of IP is for a cumulative period of not more than eight days within any 90-day period, with possible renewals of the same length of stay after such periods.

(c) In respect of Norway:

The natural person does not receive remuneration for the provision of services in Norway other than the remuneration paid by the enterprise employing the natural person. The commitment relates only to the services activity which is the subject of the contract. It does not entitle the natural person to exercise the profession as such. Residence permit is required.

The natural person must be considered to be a higher-level skilled worker or to possess special qualifications, usually obtained through higher education.

The competence of the natural person must be deemed necessary for the recipient of the service. If it is apparent that there will be a permanent need for such labour, or if during the last six months, a permit has been issued for the performance of the same kind of work for the same recipient of the service, a permit shall not be granted.

The permissible length of stay of independent professionals is for a cumulative period of not more than six months in any 12-month period or for the duration of the contract, whichever is less.

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