

Regionale Handelsabkommen und WTO-Regeln

Wenn ein WTO-Mitglied ein regionales oder bilaterales Handelsabkommen schließt, dann weicht es vom WTO-Prinzip der Nichtdiskriminierung ab. Diese Abkommen, die bei der WTO notifiziert werden müssen, sind unter bestimmten Bedingungen erlaubt, bzw. WTO-konform. Diese Bedingungen sind in drei verschiedenen Stellen des WTO-Regelwerks aufgeführt:

1. **Artikel XXIV des GATT**, Absatz 4 bis 10, der die Regeln für die Einrichtung von Freihandelszonen und Zollunionen im Bereich Warenhandel beinhaltet.

→ Demnach sind Freihandelszonen dann erlaubt,

- wenn Nicht-Mitglieder durch sie nicht schlechter gestellt werden (XXIV:5b)
- wenn sie innerhalb einer „vernünftigen Zeitspanne“ komplett in Kraft tritt (XXIV:5c). Diese Zeitspanne (=Übergangsfrist) sollte 10 Jahre nur in „Ausnahmefällen“ überschreiten (Understanding on the Interpretation:3)
- wenn sie bei der WTO gemeldet (notifiziert) sind (XXIV:7)
- wenn ihre internen Zölle und Handelsbarrieren für nahezu den gesamten Handel mit Produkten aus den Mitgliedsländern abgeschafft werden (XXIV:8b)

→ Wortlaut s.u.

2. Die sogenannte **Enabling Clause**, eine Entscheidung von 1979, die sich auf Handelsabkommen zwischen Entwicklungsländern im Bereich Warenhandel bezieht

Demnach sind Handelsabkommen zwischen Entwicklungsländern als Ausnahme vom Prinzip der Nicht-Diskriminierung grundsätzlich erlaubt, wenn sie die gegenseitige Reduzierung oder Abschaffung von Zöllen und anderen Handelsbarrieren für den Warenhandel vorsehen. Diese Abkommen müssen zwar bei der WTO notifiziert werden, eine Überprüfung der WTO-Konformität findet jedoch nicht statt.

→ Wortlaut s.u.

3. **Artikel V des GATS**, der die Regeln für den Abschluss von regionalen Handelsabkommen im Bereich Dienstleistungen sowohl für Entwicklungs- als auch für Industrieländer beinhaltet

Demnach sind Abkommen zur Liberalisierung von Dienstleistungen dann erlaubt, wenn

- wenn es eine substantielle Anzahl von Sektoren, Handelsvolumen, und Erbringungsarten umfassen (V:1(a))
- wenn es innerhalb eines „vernünftigen Zeitrahmens“ nahezu alle diskriminierenden Maßnahmen in den betreffenden Sektoren abschafft (V:1(b))

Entwicklungsländern soll dabei in Bezug auf Übergangszeiten und Anwendungsbereich je nach ihrem Entwicklungsstand „Flexibilität“ eingeräumt werden. (V:3 (a))

→ Wortlaut s.u.

Eine genauere Darstellung der Entwicklungsdimension dieser Regeln befindet sich in Dokument 6:Verhandlungen zu den WTO-Regeln über Regionale Handelsabkommen).

1. Auszug aus Artikel XXIV des GATT

4. The contracting parties recognize the desirability of increasing freedom of trade by the development, through voluntary agreements, of closer integration between the economies of the countries parties to such agreements. They also recognize that the **purpose** of a customs union or of a free-trade area should be to facilitate trade between the constituent territories and not to raise barriers to the trade of other contracting parties with such territories.

5. Accordingly, the provisions of this Agreement shall not prevent, as between the territories of contracting parties, the formation of a customs union or of a free-trade area or the adoption of an interim agreement necessary for the formation of a customs union or of a free-trade area; **Provided that:**

(...)

(b) with respect to a **free-trade area**, or an interim agreement leading to the formation of a free-trade area, the **duties and other regulations of commerce** maintained in each of the constituent territories and applicable at the formation of such free-trade area or the adoption of such interim agreement to the trade of contracting parties not included in such area or not parties to such agreement shall **not be higher or more restrictive** than the corresponding duties and other regulations of commerce existing in the same constituent territories prior to the formation of the free-trade area, or interim agreement as the case may be; and

(c) any **interim agreement** referred to in sub-paragraphs (a) and (b) shall include a plan and schedule for the formation of such a customs union or of such a free-trade area within a **reasonable length of time**.

6.(...)

7. (a) Any contracting party deciding to enter into a customs union or free-trade area, or an interim agreement leading to the formation of such a union or area, shall promptly **notify** the Contracting Parties and shall make available to them such information regarding the proposed union or area as will enable them to make such reports and recommendations to contracting parties as they may deem appropriate.

(...)

8. For the purposes of this Agreement:

(...)

(b) A **free-trade area** shall be understood to mean a group of two or more customs territories **in which the duties and other restrictive regulations of commerce** (except, where necessary, those permitted under Articles XI, XII, XIII, XIV, XV and XX) **are eliminated** on **substantially all the trade** between the constituent territories in products originating in such territories.

Auszug aus "Understanding on the Interpretation of Article XXIV" (1994)

(...)

3. The "**reasonable length of time**" referred to in paragraph 5(c) of Article XXIV **should exceed 10 years only in exceptional cases**. In cases where Members parties to an interim agreement believe that 10 years would be insufficient they shall provide a full explanation to the Council for Trade in Goods of the need for a longer period.

2. Auszug aus der Enabling Clause vom 28.11.1979

Following negotiations within the framework of the Multilateral Trade Negotiations, the CONTRACTING PARTIES *decide* as follows:

1. Notwithstanding the provisions of Article I of the General Agreement, contracting parties may accord differential and more favourable treatment to developing countries¹, without according such treatment to other contracting parties.

2. The provisions of paragraph 1 apply to the following:²

(a) Preferential tariff treatment accorded by developed contracting parties to products originating in developing countries in accordance with the Generalized System of Preferences,³

(b) Differential and more favourable treatment with respect to the provisions of the General Agreement concerning non-tariff measures governed by the provisions of instruments multilaterally negotiated under the auspices of the GATT;

(c) Regional or global arrangements entered into amongst less-developed contracting parties for the mutual reduction or elimination of tariffs and, in accordance with criteria or conditions which may be prescribed by the CONTRACTING PARTIES, for the mutual reduction or elimination of non-tariff measures, on products imported from one another;

(d) Special treatment on the least developed among the developing countries in the context of any general or specific measures in favour of developing countries.

(...)

3. Auszug aus Artikel V des GATS

1. This Agreement shall not prevent any of its Members from being a party to 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⁽¹⁾, and

(b) provides for the absence or elimination of substantially all discrimination, in the sense of Article XVII, between or among the parties, in the sectors covered under subparagraph (a), through:

- (i) elimination of existing discriminatory measures, and/or
- (ii) prohibition of new or more discriminatory measures,

either at the entry into force of that agreement or on the basis of a reasonable time-frame, except for measures permitted under Articles XI, XII, XIV and XIV bis

3.(a) Where developing countries are parties to an agreement of the type referred to in paragraph 1, flexibility shall be provided for regarding the conditions set out in paragraph 1, particularly with reference to subparagraph (b) thereof, in accordance with the level of development of the countries concerned, both overall and in individual sectors and subsectors.

(...)

Foot Note

1. This condition is understood in terms of number of sectors, volume of trade affected and modes of supply. In order to meet this condition, agreements should not provide for the a priori exclusion of any mode of supply.