

RESOLVING OF INTERPRETATION ISSUES AND REQUIREMENTS FOR THE TECHNICAL SERVICES

PROPOSAL FOR DRAFT AMENDMENTS TO DOCUMENT TRANS/WP29/2005/92

A. Proposal

A. Interpretation Issues

1. The following context should be added as a third paragraph in the heading of A.
“The final measure of resolving an interpretation issue is to amend the provision of regulation so that no obscure descriptions remain. Therefore, the Contracting Parties shall try to amend the regulation, if necessary, in order to clarify the interpretation agreed by taking the following process.”
2. The following sentence should be added between the first and second item in A.1.
“The Approval Authority having issued an approval shall inform the Contracting Parties of the presence of a Contracting Party who has notified a different interpretation and of its final interpretation.”
3. Item (iii) in A.2 should be renumbered to (iv) and the following context be added as (iii).
“(iii) The Approval Authority having issued an approval shall inform the Contracting Parties of the presence of a Contracting Party who has notified a different interpretation and of its final interpretation.”
4. The title of A.4.1 should be revised to “Where the issue is resolved” and the following sentence be added.
“The Contracting Parties shall try to amend the regulation, if necessary, in order to clarify the agreed interpretation.”
5. The title of A.4.2 should be revised to “Where the issue is not resolved.”

E. Technical Services

The obligation restricted to the acquisition of ISO is considered to be too severe, so the provision should be to satisfy the requirement approved by a Contracting Party as its equivalent standard.

B. Justification

A. Interpretation Issues

1. As described in the second paragraph in this section, it is desirable that the provisions should be clear without any interpretation. Accordingly, there should be a stipulation requiring the Contracting Parties to try to amend the regulation, if necessary, in order to clarify the

“Interpretation” agreed through the process.

2. We consider that sharing of the final interpretation on such matters among the Contracting Parties will prevent the recurrence of similar problems. Also, by acknowledging information of “the presence of a Contracting Party who has notified a different interpretation,” the Contracting Parties can grasp in advance whether or not such interpretation would be within the scope of arbitration in the next step.

3. Same as 2.

4. Same as 1.

5. Formal amendment along with the amendment of 5.
