



Switzerland No.2 (2021)

Temporary Agreement

between the United Kingdom of Great Britain and Northern Ireland and the Swiss
Confederation on Services Mobility (with Exchange of Letters)

London, 14 December 2020

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign Commonwealth & Development Affairs
by Command of Her Majesty
January 2021*



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**TEMPORARY AGREEMENT BETWEEN THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND AND THE
SWISS CONFEDERATION ON SERVICES MOBILITY**

The United Kingdom of Great Britain and Northern Ireland (“the United Kingdom”), and the Swiss Confederation (“Switzerland”), together referred to as “the Parties”;

Recognising that the Agreement between the European Community and its Member States, of the one part, and the Swiss Confederation, of the other, on the free movement of persons (“the FMOPA”) ceases to apply between Switzerland and the United Kingdom as a consequence of the United Kingdom’s withdrawal from the European Union;

Desiring to uphold the rights and obligations between them as regards the movement of natural persons for the purpose of supplying a service, to the extent possible;

Desiring to facilitate the recognition of professional qualifications in addition to existing rules;

Reaffirming the common intent to continue working on the development of the recognition of professional qualifications with a future comprehensive agreement or arrangement in mind and their commitment to pursue this intent within the current working group on recognition of professional qualifications;

Reaffirming the rights and obligations of the Parties under the Marrakesh Agreement establishing the World Trade Organisation (“the WTO Agreement”) and the General Agreement on Trade in Services (“the GATS”), the Agreement between the Swiss Confederation and the United Kingdom of Great Britain and Northern Ireland on Citizens’ Rights following the withdrawal of the United Kingdom from the European Union and the Free Movement of Persons Agreement, done at Berne on 25 February 2019 (“the CRA”) and the Trade Agreement between the Swiss Confederation and the United Kingdom of Great Britain and Northern Ireland, done at Berne on 11 February 2019 (“the Trade Agreement”); and

Reaffirming the Parties’ obligation under Article 8 of the Trade Agreement to enter exploratory discussions with the aim of replacing, modernising or developing the Trade Agreement considering, inter alia, additional areas such as trade in services.

Have decided, in pursuit of the above, to conclude the following Agreement (“this Agreement”):

CHAPTER 1

GENERAL PROVISIONS

ARTICLE 1

Objectives

1. The objective of this Agreement is to mitigate for a limited period of time, the impact for businesses and professionals of Switzerland and the United Kingdom regarding the movement of natural persons as service suppliers after the FMOPA ceases to apply between the Parties.
2. This Agreement also has the objective of:
 - (a) confirming the Parties' intention to provide further certainty and clarity to qualified professionals covered by this Agreement; and
 - (b) confirming the Parties' commitment to ongoing joint work towards a comprehensive agreement or arrangement for the recognition of professional qualifications.

ARTICLE 2

Territorial scope

The provisions of this Agreement shall apply, on the one hand, to the United Kingdom and Gibraltar and, on the other hand, to Switzerland.

ARTICLE 3

Relationship to other international agreements

1. The Parties confirm their rights and obligations under the WTO Agreement and the other agreements negotiated thereunder, the CRA and the Trade Agreement, and any other relevant international agreement to which they are a party.
2. This Agreement is concluded to complement the rights and obligations of the Parties in regard to natural persons supplying services under the CRA and does not engage paragraph 3 of Article 23 of the CRA.

ARTICLE 4

Fulfilment of obligations

1. Each Party shall take any general or specific measures required to fulfil its obligations under this Agreement.
2. Each Party shall ensure the observance of all obligations and commitments under this Agreement by its respective central, regional and local governments and authorities, and by non-governmental bodies in the exercise of governmental powers delegated to them by central, regional and local governments or authorities.

ARTICLE 5

Transparency

1. Each Party shall publish, or otherwise make publicly available, their laws, regulations, judicial decisions, administrative rulings of general application as well as their respective international agreements, that may affect the operation of this Agreement.
2. Each Party shall promptly respond to specific questions from the other Party and provide, upon request, information to each other on matters referred to in paragraph 1.
3. Nothing in this Agreement shall require any Party to disclose confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of any economic operator.
4. In case of any inconsistency between this Article and Article 11, the latter shall prevail to the extent of the inconsistency.

ARTICLE 6

Consultations

1. The Parties shall at all times endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation and consultations to reach a mutually satisfactory solution of any matter raised.
2. A Party may request in writing consultations with the other Party if it considers that a measure is inconsistent with this Agreement. The request shall set out the reasons for the request, including identification of the measure at issue and the legal basis for the complaint. The Party to which the request is made shall reply within ten days of the date of receipt of the request.

3. In the consultations, each Party shall:
 - (a) provide sufficient factual information to enable a full examination of how the matter subject to consultations might affect the operation and application of this Agreement;
 - (b) treat any confidential or proprietary information exchanged in the course of consultations on the same basis as the Party providing this information; and
 - (c) endeavour to ensure the participation of personnel of their competent governmental authorities or other regulatory bodies who have responsibility for, or expertise in, the matter subject to the consultations.
4. Either Party may request that the other Party make available the personnel of its competent governmental authorities or other regulatory bodies who have responsibility for, or expertise in, the matter subject to the consultations.
5. Consultations may be held in person or by any technological means available to the Parties. If the consultations are held in person, they shall be held in the capital of the responding Party, unless the Parties agree otherwise.
6. Consultations and, in particular, positions taken by the Parties during consultations, shall remain confidential.
7. The Parties shall be bound by the terms of any agreement they reach in resolving the complaint in accordance with this Article. Each Party shall take the measures necessary to implement the agreement.

ARTICLE 7

General exceptions

For the purposes of this Agreement, subparagraphs (a), (b) and (c) of Article XIV of the GATS apply and are hereby incorporated into and made part of this Agreement, *mutatis mutandis*.

ARTICLE 8

Security Exceptions

For the purposes of this Agreement, paragraph 1 of Article XIV *bis* of the GATS applies and is hereby incorporated into and made part of this Agreement, *mutatis mutandis*.

CHAPTER 2

MOVEMENT OF NATURAL PERSONS FOR THE PURPOSE OF SUPPLYING A SERVICE

ARTICLE 9

Objective, scope and general provisions

1. This Chapter reflects the strong trade relationship between the Parties as well as the desire of the Parties to continue facilitating the entry and temporary stay of natural persons for the purpose of supplying a service, and to ensure transparency of the process.
2. This Chapter applies to measures of a Party affecting entry and temporary stay into that Party by service suppliers of the other Party.
3. This Chapter does not apply to measures:
 - (a) affecting natural persons seeking access to the employment market of the other Party; or
 - (b) regarding nationality or citizenship, residence or employment on a permanent basis.
4. To the extent that commitments are not undertaken in this Chapter, all requirements provided for in the laws and regulations of a Party regarding the entry and temporary stay shall continue to apply, including laws and regulations concerning the length of stay.
5. Notwithstanding the provisions of this Chapter, all requirements provided for in the laws and regulations of a Party regarding social security and work measures shall continue to apply, including salary conditions, and laws and regulations concerning minimum wages and collective wage agreements¹.
6. This Chapter shall not prevent a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to the other Party under the terms of this Chapter.²

¹ For Switzerland, work measures refer to measures prevailing in the sector and the place of activity provided by laws, regulations and collective agreements (with respect to remuneration, working hours, etc.).

² The sole fact of requiring a visa for natural persons of a certain country, and not for those of others, shall not in itself be regarded as nullifying or impairing benefits accrued under this Chapter.

7. Each Party shall apply its measures relating to the provisions of this Chapter consistently with the desire of the Parties set out in paragraph 1, and, in particular, shall apply those measures so as to avoid unduly impairing or delaying trade under this Agreement.

ARTICLE 10

Definitions

For the purposes of this Chapter and Annexes 1 and 2:

- (a) “establishment” means the setting up or the acquisition of a juridical person, including through capital participation, or the creation of a branch or representative office, in Switzerland or in the United Kingdom respectively, with a view to establishing or maintaining lasting economic links;
- (b) “juridical person” means any legal entity duly constituted or otherwise organised under the applicable law of a Party, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;
- (c) “service supplier” means a service supplier of Switzerland or a service supplier of the United Kingdom, as applicable, as defined in Annex 1 and Annex 2 respectively.

ARTICLE 11

Transparency

1. A Party shall make publicly available information relating to the entry, temporary stay and other immigration requirements related to the supply of a service by service suppliers of the other Party and keep such information updated.
2. The information referred to in paragraph 1 shall include, where applicable, the following information:
 - (a) categories of visa, work permits or any similar type of authorisation regarding the entry, temporary stay and work of natural persons covered by this Chapter;
 - (b) documentation required and conditions to be met;
 - (c) method of filing an application;

- (d) application fees and an indicative timeframe of the processing of an application;
- (e) the maximum length of stay under each type of authorisation described in subparagraph (a);
- (f) conditions for any available extension or renewal;
- (g) rules regarding accompanying dependents;
- (h) available review or appeal procedures; and
- (i) relevant laws of general application pertaining to the entry of service suppliers.

3. With respect to the information referred to in paragraph 1, each Party shall provide the other Party with details of relevant publications or websites where information is made available and shall endeavour to inform the other Party of any changes in requirements and procedures where such changes would affect the enjoyment by service suppliers of the benefits of this chapter.

ARTICLE 12

Access for service suppliers

1. Switzerland shall grant entry and temporary stay to service suppliers of the United Kingdom in accordance with Annex 1.
2. The United Kingdom shall grant entry to service suppliers of Switzerland in accordance with Annex 2.
3. Unless otherwise specified in Annex 2, the United Kingdom shall not adopt or maintain limitations on the total number of service suppliers of Switzerland granted entry, in the form of numerical quotas or the requirement of an economic needs test.
4. For the United Kingdom, commitments on the entry of natural persons for business purposes do not apply in cases where the intent or effect of the entry 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 such a dispute or negotiation.

ARTICLE 13

Contact points

Each Party shall designate a contact point for the effective implementation and operation of this Chapter and inform the other Party of the relevant contact details. The Parties shall promptly inform each other of any change of those contact details.

CHAPTER 3

**RECOGNITION OF PROFESSIONAL QUALIFICATIONS FOR
PROFESSIONAL SERVICE PROVIDERS**

ARTICLE 14

Definitions

For the purposes of this Chapter:

- (a) “professional activity” means an activity which forms part of a regulated profession;
- (b) “regulated profession” means an economic activity, the practice of which, including the use of a title or designation, is subject to the possession of specific professional qualifications by virtue of a measure;
- (c) “relevant authority” means an authority or body, designated pursuant to a measure to recognise qualifications and authorise the practice of a profession in a jurisdiction; and
- (d) “professional service provider” means a national of a Party whose professional qualifications were obtained in the jurisdiction of that Party.

ARTICLE 15

**Rules of recognition of professional qualifications of
professional service providers**

The Parties reaffirm that:

- (a) the relevant authorities are bound by the law applicable to the relevant authority in recognising professional qualifications; and

- (b) relevant authorities may conclude arrangements providing for more favourable rules for the recognition of professional qualifications, or may unilaterally define or continue to apply, more favourable rules for professional service providers.

ARTICLE 16

Working group on recognition of professional qualifications

1. In order to support the work of the relevant authorities, where appropriate, the Parties shall, in accordance with Article 15, continue work within a working group on recognition of professional qualifications, which shall be established by the Parties. In order to ensure the long-term further development of the recognition of professional qualifications in general, this group shall also pursue discussions aiming at negotiating a comprehensive agreement or arrangement between the Parties for the recognition of professional qualifications. The working group shall meet at regular intervals at mutually agreed times.
2. The Parties may agree that any agreement or arrangement referred to in paragraph 1 shall supersede this Chapter.

CHAPTER 4

FINAL PROVISIONS

ARTICLE 17

Annexes

The Annexes to this Agreement shall form an integral part thereof.

ARTICLE 18

Amendments

The Parties may agree, in writing, to amend this Agreement. Amendments shall enter into force on the first day of the second month following the later of the Parties' notifications that they have completed their respective internal procedures, or on such other date as the Parties may agree.

ARTICLE 19

Entry into force, provisional application and duration

1. The Parties shall ratify or approve this Agreement in accordance with their domestic procedures. Each Party shall notify the other Party of the completion of those procedures.
2. This Agreement shall enter into force when the FMOPA ceases to apply to the United Kingdom, provided that the Parties have notified each other pursuant to paragraph 1 by that date. Otherwise, this Agreement shall enter into force on the first day of the second month following the later of the Parties' notifications pursuant to paragraph 1.
3. Pending entry into force of this Agreement, the Parties may, in accordance with their respective internal requirements and procedures, provisionally apply this Agreement. A Party intending to provisionally apply this Agreement shall notify the other Party of the completion of its internal requirements and procedures in this regard. Such provisional application shall take effect on the later of:
 - (a) the date on which the FMOPA ceases to apply to the United Kingdom; and
 - (b) the date of the later of the Parties' notification of the completion of its internal requirements and procedures for provisional application.
4. A Party may terminate the provisional application of this Agreement by written notice to the other Party. Such termination shall take effect on the first day of the second month following that notification. Where this Agreement is provisionally applied, the term "entry into force of this Agreement" shall be deemed to refer to the date on which such provisional application takes effect.
5. A Party may terminate this Agreement by notification to the other Party of its intention to do so. It shall cease to be in force six months after receipt of that notification.
6. This Agreement shall end two years from its entry into force, unless the Parties agree otherwise.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done at London on this 14th December 2020 in two originals in the English language.

**For the Government of the United
Kingdom of Great Britain and
Northern Ireland:**

**For the Government of the Swiss
Confederation:**

ELIZABETH TRUSS

GUY PARMELIN

ANNEX 1

REFERRED TO IN PARAGRAPH 1 OF ARTICLE 12

ACCESS FOR SERVICE SUPPLIERS OF THE UNITED KINGDOM

ARTICLE 1

For the purpose of this Annex, “service supplier of the United Kingdom” means:

- (a) a national of the United Kingdom who is established in the territory of the United Kingdom and seeks to provide a service in the territory of Switzerland; and
- (b) an employee, irrespective of his or her nationality, who is integrated into the regular labour market of the United Kingdom and is posted for the provision of a service in the territory of Switzerland by his or her employer established in the United Kingdom.

ARTICLE 2

1. Without prejudice to other specific agreements between the Parties specifically concerning the provision of services, service suppliers of the United Kingdom shall have the right to provide a service in Switzerland for a period not exceeding 90 days of actual work in a calendar year.

2. With regard to the provision of services according to paragraph 1, Switzerland shall not restrict the right of entry and temporary stay for service suppliers of the United Kingdom.

ARTICLE 3

The provisions of Article 2 of this Annex shall apply to juridical persons formed in accordance with the law of the United Kingdom and having their registered office, central administration or principal place of business in the United Kingdom.

ARTICLE 4

1. Service suppliers of the United Kingdom referred to in Article 2 of this Annex who have the right to provide a service shall not require a short stay permit.

2. Switzerland may require service suppliers of the United Kingdom referred to in Article 2 of this Annex to announce their presence in its territory as foreseen by the respective Swiss national laws and regulations.

ARTICLE 5

1. The provision of services under paragraph 1 of Article 2 of this Annex can be continuous or consist of successive periods of provision.
2. The maximum duration of 90 days according to paragraph 1 of Article 2 of this Annex shall be without prejudice to the discharge by the person providing a service of his or her legal obligations under the guarantee given to the person receiving the service or to cases of force majeure.

ARTICLE 6

1. The provisions of paragraph 1 of Article 2 of this Annex shall not apply to activities involving, even on an occasional basis, the exercise of public authority in Switzerland.
2. Notwithstanding the provisions of paragraph 1 of Article 2 of this Annex, all requirements provided for in the laws and regulations of Switzerland regarding social security and work measures shall continue to apply, including salary conditions, and laws and regulations concerning minimum wages and collective wage agreements. These requirements will be controlled and enforced by the competent authorities. Work measures refer to measures prevailing in the sector and the place of activity provided by laws, regulations and collective agreements (with respect to remuneration, working hours, etc.).
3. The provisions of paragraph 1 of Article 2 of this Annex shall be without prejudice to the applicability of the laws, regulations and administrative provisions prevailing in Switzerland at the time of this Agreement's entry into force in respect of:
 - (a) the activities of agencies for placement and supply services of personnel;
 - (b) financial services where provision is subject to prior authorisation in Switzerland and the provider to prudential supervision by Swiss authorities.
4. The provisions of paragraph 1 of Article 2 of this Annex shall be without prejudice to the applicability of the Swiss laws, regulations and administrative provisions concerning the provision of services of 90 days of actual work or less required by imperative requirements in the public interest, or concerning public security and order in relation to individual service suppliers.

ANNEX 2

REFERRED TO IN PARAGRAPH 2 OF ARTICLE 12

ACCESS FOR SERVICE SUPPLIERS OF SWITZERLAND

1. The United Kingdom shall allow the supply of services in its territory by contractual service suppliers or independent professionals of Switzerland through the presence of natural persons in accordance with Article 12 of the Agreement for the sectors listed in this Schedule, subject to the relevant limitations listed in paragraph 15 of this Annex.
2. For the purposes of this Annex:
 - (a) “contractual service supplier” means a natural person employed by a juridical person of Switzerland that:
 - (i) is itself not an agency for placement and supply services of personnel and is not acting through such an agency;
 - (ii) has not established in the territory of the United Kingdom; and
 - (iii) has concluded a bona fide contract to supply a service to a final consumer of the United Kingdom, requiring the presence on a temporary basis of its employees in the territory of the United Kingdom in order to fulfil the contract to supply the service in question;¹
 - (b) “independent professionals” means natural persons who:
 - (i) are engaged in the supply of a service and established as self-employed in the territory of Switzerland;
 - (ii) have not established in the territory of the United Kingdom; and
 - (iii) have concluded a bona fide contract (other than through an agency for placement and supply services of personnel) to supply a service to a final consumer in the United Kingdom, requiring the presence on a temporary basis in the territory of the United Kingdom in order to fulfil the contract to supply the service in question;²
 - (c) “juridical person of Switzerland” means a juridical person that carries out substantial business activities in the territory of Switzerland, the concept of “substantial business activities in the territory of Switzerland”

¹ The contract to supply services referred to in subparagraph (a)(iii) shall comply with the requirements of the laws and regulations that apply in the place where the contract is executed.

² The contract to supply services referred to in subparagraph (b)(iii) shall comply with the requirements of the laws and regulations that apply in the place where the contract is executed.

requiring that the juridical person has a genuine link to the economy of Switzerland;

- (d) “natural person of Switzerland” means a national of Switzerland or a permanent resident of Switzerland, in accordance with its applicable laws and regulations; and
- (e) “service supplier of Switzerland” means a natural person of Switzerland who is a contractual service supplier or an independent professional.

3. The list of reservations in paragraph 15 of this Annex 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 are liberalised; and
- (b) the second column describing the applicable limitations.

4. In addition to the list of reservations in this Schedule, the United Kingdom may adopt or maintain a 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 12 of the Agreement. Those measures, which include requirements to obtain a licence, to obtain recognition of qualifications in regulated sectors or to pass specific examinations, even if not listed in this Schedule, apply in any case to contractual service suppliers or independent professionals of Switzerland.

5. The United Kingdom does not undertake any commitment for contractual service suppliers and independent professionals in economic activities which are not listed.

6. Commitments for contractual service suppliers and independent professionals do not apply in cases where the intent or effect of their temporary presence is to interfere with, or otherwise affect the outcome of, any labour or management dispute or negotiation.

7. Measures implementing the United Kingdom’s commitments under paragraph 1 shall not require service suppliers of Switzerland to meet English language requirements as a condition of temporary entry.

8. The following abbreviations are used in the list below:

CSS Contractual service suppliers

IP Independent professionals

Contractual service suppliers

9. Subject to the conditions in paragraphs 10 and 11 and the list of reservations in paragraph 15 of this Annex, the United Kingdom makes commitments in accordance with Article 12 of the Agreement 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 auditing services 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.

10. 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 a juridical 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 juridical 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 experience³ 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;⁴ and

³ Professional experience shall be obtained after having reached the age of majority.

⁴ 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 its territory.

- (ii) the professional qualification to exercise an activity where this is required pursuant to the laws, regulations or legal requirements of the United Kingdom;
- (d) the natural person does not receive remuneration for the provision of services in the territory of the United Kingdom other than the remuneration paid by the enterprise 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 requested by the laws, regulations or other legal requirements of the United Kingdom.

11. The permissible length of stay of contractual service suppliers is for a cumulative period of not more than 12 months in any 24 month period or for the duration of the contract, whichever is less.

Independent professionals

12. Subject to the conditions in paragraphs 13 and 14 and the list of reservations in paragraph 15, the United Kingdom makes commitments in accordance with Article 12 of the Agreement 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;
- (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.

13. 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 Switzerland 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;⁵ and
 - (ii) the professional qualifications to exercise an activity where this is required pursuant to the law, regulations or other legal requirements of 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.

14. The permissible length of stay of independent professionals is for a cumulative period of not more than 12 months in any 24 month period or for the duration of the contract, whichever is less.

15. The United Kingdom lists the following reservations referred to in paragraph 1:

⁵ 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 its territory.

Sector or sub-sector ⁶	Description of reservations
Legal advisory services in respect of public international law and foreign law (part of CPC 861)	CSS: None. IP: None.
Accounting and auditing services and bookkeeping services (CPC 86211, 86212, 86213, 86219 and 86220)	CSS: None. IP: Unbound.
Taxation advisory services (CPC 863) ⁷	CSS: None. IP: Unbound.
Architectural services and Urban planning and landscape architectural services (CPC 8671 and 8674)	CSS: None. IP: None.
Engineering services and Integrated engineering services (CPC 8672 and 8673)	CSS: None. IP: None.
Computer and related services (CPC 84)	CSS: None. IP: None.
Research and development services (CPC 851, 852 excluding psychologists services, ⁸ and 853)	CSS: None. IP: None.
Advertising services (CPC 871)	CSS: None. IP: Unbound.
Market research and opinion polling services (CPC 864)	CSS: None. IP: None.
Management consulting services (CPC 865)	CSS: None. IP: None.
Services related to management consulting (CPC 866)	CSS: None. IP: None.
Technical testing and analysis services (CPC 8676)	CSS: None. IP: Unbound.
Related scientific and technical consulting services (CPC 8675)	CSS: None. IP: Unbound.

⁶ “CPC” means the Provisional Central Product Classification (Statistical Papers Series M No. 77, Department of International Economic and Social Affairs, Statistical Office of the United Nations, New York, 1991).

⁷ 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.

⁸ Part of CPC 85201, which is under medical and dental services.

Mining (CPC 883, advisory and consulting services only)	CSS: None. IP: None.
Maintenance and repair of vessels (part of CPC 8868)	CSS: None. IP: Unbound.
Maintenance and repair of rail transport equipment (part of CPC 8868)	CSS: None. IP: Unbound.
Maintenance and repair of motor vehicles, motorcycles, snowmobiles and road transport equipment (CPC 6112, 6122, part of 8867 and part of 8868)	CSS: None. IP: Unbound.
Maintenance and repair of aircraft and parts thereof (part of CPC 8868)	CSS: None. IP: Unbound.
Maintenance and repair of metal products, of (non-office) machinery, of (non-transport and non-office) equipment and of personal and household goods ⁹ (CPC 633, 7545, 8861, 8862, 8864, 8865 and 8866)	CSS: None. IP: Unbound.
Translation and interpretation services (CPC 87905, excluding official or certified activities)	CSS: None. IP: None.
Telecommunication services (CPC 7544, advisory and consulting services only)	CSS: None. IP: None.
Postal and courier services (CPC 751, advisory and consulting services only)	CSS: None. IP: None.
Site investigation work (CPC 5111)	CSS: None. IP: Unbound.
Environmental services (CPC 9401, 9402, 9403, 9404, part of 94060, 9405, part of 9406 and 9409)	CSS: None. IP: Unbound.
Insurance and insurance related services (advisory and consulting services only)	CSS: None. IP: None.
Other financial services (advisory and consulting services only)	CSS: None. IP: None.
Transport (CPC 71, 72, 73, and 74, advisory and consulting services only)	CSS: None. IP: None.

⁹ Maintenance and repair services of office machinery and equipment including computers (CPC 845) are under computer services.

Travel agencies and tour operators services (including tour managers ¹⁰) (CPC 7471)	CSS: None. IP: Unbound.
Tourist guides services (CPC 7472)	CSS: None. IP: Unbound.
Manufacturing (CPC 884, and 885, advisory and consulting services only)	CSS: None. IP: None.

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

**AGREEMENT IN THE FORM OF AN EXCHANGE OF LETTERS BETWEEN THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE SWISS
CONFEDERATION ON SERVICES MOBILITY**

No.1

From the Rt Hon Elizabeth Truss MP, Secretary of State for International Trade and President of the Board of Trade to Mr Guy Parmelin, Federal Councillor, Swiss Confederation, Berne

*London
14th December 2020*

Federal Councillor,

I have the honour to refer to the Temporary Agreement between the Swiss Confederation (“Switzerland”) and the United Kingdom of Great Britain and Northern Ireland (“United Kingdom”) on Services Mobility, signed at London on 14th December (“SMA”).

I have the honour to propose that the United Kingdom shall:

- (a) endeavour to ensure that the United Kingdom’s National Recognition Information Centre (“NARIC”) determines whether Switzerland’s vocational education and training qualifications are qualifications demonstrating knowledge of an equivalent level to a university degree;
- (b) endeavour to ensure that NARIC’s activity referred to in (a) focuses on the qualifications required to provide services in the sectors in which the United Kingdom makes commitments in the SMA;
- (c) invite NARIC to give consideration to the classification of Swiss qualifications undertaken by the Swiss government within the European Qualification Framework (EQF);
- (d) endeavour to ensure a dialogue between relevant organisations in the United Kingdom and Switzerland is maintained, in order to assist with the activity referred to in (a); and
- (e) endeavour to ensure the working group referred to in Chapter 3, Article 3 of the SMA is advised of the activity referred to in (a).

If the foregoing proposal is acceptable to Switzerland I have the honour to propose that this Letter and your reply to that effect should be regarded as constituting an Agreement between our two Governments which shall enter into force on the earlier of the date on which the SMA is provisionally applied or enters into force between Switzerland and the United Kingdom and which shall apply as long as the SMA applies between Switzerland and the United Kingdom.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

RT Hon Elizabeth Truss MP
Secretary of State for International Trade and President of the Board of Trade

No. 2

From Mr Guy Parmelin, Federal Councillor, Swiss Confederation, Berne to the Rt Hon Elizabeth Truss MP, Secretary of State for International Trade and President of the Board of Trade

*London
14th December 2020*

Minister,

I have the honour to acknowledge receipt of Your Excellency's Letter of 14th December 2020, which reads as follows:

[As in No.1]

In reply, I have the honour to inform Your Excellency that the foregoing proposal is acceptable to Switzerland. Your Excellency's Letter and this reply shall therefore be regarded as constituting an Agreement between Switzerland and the United Kingdom which shall enter into force on the earlier of the date on which the SMA is provisionally applied or enters into force between Switzerland and the United Kingdom and which shall apply as long as the SMA applies between Switzerland and the United Kingdom.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Guy Parmelin,
Federal Councillor, Swiss Confederation

