

*Related to Article 13 - Temporary entry*

1. It is the understanding of the Parties that sub-paragraph 1(b) of Article 13 applies to after-sale and after-lease services provided by persons repairing and servicing, supervising installers, and setting up and testing commercial or industrial equipment, including computer software. Setting up does not include hands-on installation generally performed by persons in the construction or building trade, such as electricians and pipefitters. After-sale or after-lease services also include the provision of familiarization or training sessions to potential users.

2. Furthermore, it is the understanding of the Parties that the service contracts referred to in sub-paragraph 1(b) of Article 13 must have been negotiated as part of the original sale or lease agreements or by an extension of the original agreement and that service contracts negotiated with third parties, after the signing of the sale or lease agreement are not covered by sub-paragraph 1(b). If, however, the original sale or lease agreement indicates that a third company has been or will be contracted to service the equipment, sub-paragraph 1(b) applies.

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*Related to Article 23 and Annex J - Cultural industries*

It is the understanding of the Parties that Article 23 and Annex J are without prejudice to co-production agreements on cinematographic and audiovisual relationships to which Canada and one or more EFTA States are parties.

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