

shall include in the arrangements for such negotiations suitable procedures for carrying out the negotiations referred to in this paragraph.

4. The object of providing for the participation in the negotiations of any contracting party with a principal supplying interest, in addition to any contracting party with which the concession was initially negotiated, is to ensure that a contracting party with a larger share in the trade affected by the concession than a contracting party with which the concession was initially negotiated shall have an effective opportunity to protect the contractual right which it enjoys under this Agreement. On the other hand, it is not intended that the scope of the negotiations should be such as to make negotiations and agreement under Article XXVIII unduly difficult nor to create complications in the application of this Article in the future to concessions which result from negotiations thereunder. Accordingly, the CONTRACTING PARTIES should only determine that a contracting party has a principal supplying interest if that contracting party has had, over a reasonable period of time prior to the negotiations, a larger share in the market of the applicant contracting party than a contracting party with which the concession was initially negotiated or would, in the judgment of the CONTRACTING PARTIES, have had such a share in the absence of discriminatory quantitative restrictions maintained by the applicant contracting party. It would therefore not be appropriate for the CONTRACTING PARTIES to determine that more than one contracting party, or in those exceptional cases where there is near equality more than two contracting parties, had a principal supplying interest.

5. Notwithstanding the definition of a principal supplying interest in note 4 to paragraph 1, the CONTRACTING PARTIES may exceptionally determine that a contracting party has a principal supplying interest if the concession in question affects trade which constitutes a major part of the total exports of such contracting party.

sådanne forhandlinger truffne foranstaltninger omfatte regler om fremgangsmåder, som er egnede til gennemførelsen af de i denne paragraf omtalte forhandlinger.

4. Formålet med at foreskrive, at enhver kontraherende Part med en hovedleverandørinteresse skal deltage i forhandlingerne tillige med enhver kontraherende Part, med hvilken indrømmelsen oprindeligt blev forhandlet, er at sikre, at en kontraherende Part, der har større andel af den af indrømmelsen berørte handel end den kontraherende Part, med hvilken indrømmelsen oprindeligt blev forhandlet, skal have god mulighed for at beskytte den overenskomstmæssige ret, den nyder i henhold til denne Overenskomst. På den anden side er det ikke hensigten, at rammerne for forhandlingerne skal være sådanne, at der derved skabes utilbørlige vanskeligheder for forhandlinger og forståelse i henhold til artikel XXVIII, eller at der skabes vanskeligheder for den fremtidige anvendelse af denne artikel på indrømmelser, der er resultat af forhandlinger i henhold til denne. Følgelig skal DE KONTRAHERENDE PARTER kun kunne fastslå, at en kontraherende Part har en hovedleverandørinteresse, såfremt denne kontraherende Part i et rimeligt forud for forhandlingerne liggende tidsrum har haft en større andel af den ansøgende kontraherende Parts marked end en kontraherende Part, med hvilken indrømmelsen oprindeligt blev forhandlet, eller efter DE KONTRAHERENDE PARTERS skøn ville have haft en sådan andel, såfremt den ansøgende kontraherende Part ikke havde opretholdt diskriminerende, kvantitative restriktioner. Det vil derfor ikke være passende for DE KONTRAHERENDE PARTER at fastslå, at mere end een kontraherende Part eller, i de ganske særlige tilfælde, hvor der er tilnærmelsesvis lighed, flere end to kontraherende Parter har en hovedleverandørinteresse.

5. Uanset den i note 4 til paragraf 1 indeholdte definition på en hovedleverandørinteresse kan DE KONTRAHERENDE PARTER undtagelsesvis beslutte, at en kontraherende Part har en hovedleverandørinteresse, såfremt den pågældende indrømmelse berører handel, som udgør en større andel af en sådan kontraherende Parts samlede udførsel.