

CHAPTER VI FINAL PROVISIONS

ARTICLE 29 General and Security Exceptions

Nothing in this Agreement shall prevent the Parties from taking actions and adopting measures consistent with Article XX and Article XXI of the GATT 1994.

ARTICLE 30 Balance of Payment Exceptions

1. Should a Party decide to impose measures for balance-of-payments purposes, it shall do so only in accordance with its rights and obligations under the GATT 1994, including the Declaration on Trade Measures Taken for Balance of Payments Purposes (1979 Declarations) and the Understanding on the Balance of Payments provisions of the GATT 1994 (BOP Understanding).
2. The Party concerned shall promptly consult with the other Party in adopting the measures pursuant to paragraph 1 of this Article,
3. The Parties shall endeavour to avoid the application of the restrictive measures referred to in paragraph 1 of this Article.
4. Any restrictive measure adopted or maintained under this Article shall be non-discriminatory.

ARTICLE 31 Fulfilment of Obligations and Dispute Settlement

1. The Parties shall take all necessary measures to ensure the achievement of the objectives of this Agreement and the fulfilment of their obligations under this Agreement.
2. The Parties shall at all times endeavour to agree on the interpretation and implementation of this Agreement and shall make every attempt through cooperation and consultations to avoid and settle disputes between them and to arrive at a mutually satisfactory resolution of any matter that might affect its operation.
3. Each Party may request consultations within the Joint Committee with respect to a measure or any other matter relating to the interpretation and implementation of this Agreement.
4. The requesting Party shall deliver written notification to the other Party, stating the reasons for the request, including the identification of the measure at issue and an indication of relevant article(s) of this Agreement, and provide sufficient information to enable an examination of the matter.

5. The Joint Committee shall convene within 30 calendar days after the date of receipt of the request. Upon initiation of consultations, the Parties shall provide information to enable the examination of how the measure or any other matter might affect the interpretation and implementation of this Agreement, and give confidential treatment to the information exchanged during consultations.
6. The Joint Committee shall endeavour to resolve the dispute promptly by means of a decision and if the Parties agree may make recommendations regarding the implementing measures to be taken by the Party concerned, and the timeframe for doing so.
7. The Joint Committee may call on technical advisers or create working groups or expert groups as it deems necessary; or as may assist the Parties to reach a mutually satisfactory resolution of the dispute.
8. If the dispute cannot be solved within a reasonable period of time during the consultations, the Joint Committee may agree to establish an Arbitration Panel. Numbers of arbitrators, selection procedures of the arbitrators, proceedings of Arbitration Panel and the timeframe that the Arbitration Panel has to submit its Report shall be established by the Joint Committee.
9. If a Party considers that the other Party has failed to fulfil an obligation under this Agreement, and the Joint Committee has failed to arrive at a commonly acceptable solution within 90 calendar days from the receipt of the notification referred to in paragraph 4, the Party concerned may take appropriate measures. The measures taken shall be notified immediately to the Joint Committee, which shall hold regular consultations with a view to eliminating these measures. The measures shall be abolished when conditions no longer justify their maintenance, or, if the dispute is submitted to the Arbitration Panel.
10. In case the Parties failed to resolve any dispute within the Joint Committee they can proceed in conformity with the procedures set forth in WTO Understanding on Rules and Procedures Governing the Settlement of Dispute.

ARTICLE 32

Evolutionary Clause

The Parties may mutually agree to extend this Agreement with the aim of broadening and supplementing its scope in accordance with their respective legislation, by concluding agreements on specific sectors or activities in the light of the experience gained during its implementation.

ARTICLE 33

Annexes

Annexes to this Agreement shall form an integral part of this Agreement.

ARTICLE 34

Amendments

1. The Parties may agree, in writing, to make amendment to this Agreement.
2. Any amendment to this Agreement shall be subject to the completion of all necessary requirements foreseen by their national legislation for the entry into force of this Agreement.
3. Any amendment to this Agreement shall enter into force on the first day of the second month following the date on which the Parties exchange written notifications certifying that all necessary requirements foreseen by their national legislation for the entry into force of this Agreement have been fulfilled.
4. When so agreed, and approved in accordance with the necessary requirements foreseen by their national legislation for the entry into force of this Agreement, any amendment shall constitute an integral part of this Agreement.

ARTICLE 35

Entry into Force

1. The Parties shall ratify this Agreement in accordance with all necessary requirements foreseen by their national legislation for the entry into force of this Agreement.-
2. This Agreement shall enter into force on the first day of the second month following the date on which the Parties exchange written notifications certifying that all necessary requirements foreseen by their national legislation for the entry into force of this Agreement have been fulfilled.

ARTICLE 36

Duration and Termination

1. This Agreement shall be valid indefinitely.
2. Either Party may give written notice to the other of its intention to terminate this Agreement. Termination shall take effect on the first day of the seventh month after notification to the other Party.
3. The Parties agree that, in case of accession of one of the Parties to this Agreement to the EU, this Agreement will be terminated on the date of the accession to the EU.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto, have signed this Agreement.

DONE at Chisinau on this eleventh day of September, in the year twothousandandfourteen, in two originals, each in the Turkish, Romanian and English languages, all texts being equally authentic. In case of any divergence in the interpretation of this Agreement, the English text shall prevail.

FOR THE REPUBLIC OF TURKEY FOR THE REPUBLIC OF MOLDOVA

Nihat ZEYBEKÇİ
Minister of Economy

Andrian CANDU
Deputy Prime Minister and
Minister of Economy