AGREEMENT
ON TRADE RELATIONS BETWEEN
THE RUSSIAN FEDERATION AND THE REPUBLIC OF UZBEKISTAN

(Moscow, November 13, 1992)

Government of the Russian Federation and the Government of the Republic of Uzbekistan, hereinafter referred to as the Contracting Parties,

guided by the provisions of the Treaty on the basics of interstate relations, friendship and cooperation between the Russian Federation and Uzbekistan as of May 30, 1992,

taking into consideration the multilateral Agreement on cooperation in the field of foreign economic activities as of May 15, 1992,

taking into consideration the multilateral Agreement on coordination of works on issues of export control for raw materials, materials, equipment, technologies and services, which may be used for production of weapons of mass destruction and rocket means of its delivery, as of June 26, 1992,

striving to develop trade-economic cooperation between the Russian Federation and Uzbekistan on the basis of equality and mutual benefit,

on the assumption of the sovereign right of each State to conduct its independent foreign economic policy and enforce relevant international obligations and realization of proclaimed intentions,

intending to promote the establishment of common market for goods, services, capital and labour,

desiring to promote the establishment of proper conditions for the Customs union,

have agreed as follows:

Article 1

1. Trade relations between the Russian Federation and the Republic of Uzbekistan are implemented under the free trade regime.

Contracting Parties shall not apply customs duties, taxes and charges, which have equivalent impact on exportation and/or importation of goods, originating from the customs territory of one of Contracting Parties and destined for the customs territory of the other Contracting Party.

Peculiarities of application the trade regime on the basis of the agreed nomenclature of goods shall be formalized by annual documents, being an integral part of this Agreement.

2. Contracting Parties have agreed to develop detailed rules to define the origin of goods in a separate document, which will be an integral part of this Agreement, taking as a basis that these goods:

(a) completely produced in the territory of Contracting Parties;

(b) having been processed on the territory of Contracting Parties by utilizing raw materials, materials and components of third country origin, having changed with this regard, its classification under the Harmonized Systems of Commodity Description and Coding of Goods, on the basis of the first four digits;

(c) produced with the use of raw materials, materials and components, listed in point "b", provided that its total cost shall not exceed fixed proportion of export price of goods sold.

Article 2

Contracting Parties shall not:

directly or indirectly impose on goods, covered by this Agreement, any special restrictions or requirements, which are not applied in a similar situation to domestically produced similar goods or goods of third country origin;

apply with regard to warehousing, reloading, storage, transportation of goods, originated from the territory of the other Contracting Party, as well as to payments and payment transfers, rules other than those applied in similar situations to its own goods of domestic production or of third country origin.

Article 3

Contracting Parties shall refrain from imposing quantitative restrictions or equivalent to them measures on export and/or import of goods within the frames of this Agreement.

Contracting Parties shall endeavour to solve all issues arising in relation to application of quantitative restrictions by means of consultations.

Article 4

Neither Contracting Party shall permit re-export of goods in relation to export of which the other Contracting Party, on which territory these goods originate from, applies measures of tariff and/or non-tariff regulation. Contracting Parties shall define a list of goods, which are forbidden for re-export, and also exchange lists of goods, to which measures of tariff and non-tariff regulation are applied.

Re-export of such goods into third countries is permitted only upon written consent and on conditions stipulated by an authorized state agency of the country of origin of these goods. In case of non-compliance with this provision the Contracting Party, whose interests have been violated, has the right for unilateral introduction of measures to regulate export of goods into the territory of the Contracting Party that permitted the non-sanctioned re-export. Currency gain from such re-export shall be repaid to the country of origin of relevant goods.

For the purposes of this Article the term "re-export" refers to the export of goods originating from the customs territory of one Contracting Party, by the other Contracting Party outside the customs territory of the latter, for the purpose of exporting it into a third country.

Article 5

Contracting Parties will exchange information on customs issues on a regular basis, including customs statistics. Authorized bodies of Contracting Parties shall formulate in a relevant document an order of exchanging such information.

Article 6

1. Contracting Parties will apply measures to converge levels of customs duties, which are imposed in trade with third countries, and for this purpose will hold regular consultations.
2. Contracting Parties will inform each other of all exceptions from the existing in its states rules on customs tariffs.

Article 7

Contracting Parties shall recognize incompatible with the purposes of this Agreement unfair business practices, which are expressed, in particular, in the following:

concluding agreements between enterprises, its divisions, which purpose is to prevent or limit competition or violate conditions for it on the territories of Contracting Parties;