

TRADE AGREEMENT

Between the Government of the Republic of Armenia and the Government of the Islamic Republic of Iran

Preamble

The Government of the Republic of Armenia and the Government of the Islamic Republic of Iran, hereinafter referred to as the Parties,

Considering their mutual interest in strengthening and developing of trade ties and expanding and diversifying of cooperation based on equality, non-discrimination and maintenance of mutual interests,

Have agreed as follows:

Article 1
Scope of the Agreement

Commercial exchanges between the Parties and contracts concluded between natural and juridical persons of the two countries shall be carried out within the framework of the present Agreement and in conformity with the governing laws and regulations of each Party.

Article 2
Re-exportation to a third party

Commodities/Goods exchanged under the present Agreement between the two Parties might be, with the consent of the exporting Party, re-exported to third countries.

Article 3
The issuance of the certificate of origin

Each Party shall in accordance with its laws and regulations, take proper measures to issue certificates of origin for commodities/goods exported to the other Party. For this purpose, the commodities entirely produced and manufactured in Armenia shall be regarded as Armenian product.

Article 4
Customs duties and charges

Within the framework of this Agreement and subject to the existing law and regulations in each of the two countries, both Parties agreed to make their utmost efforts for the facilitation and promotion of mutual trade relations.

贸易协定

亚美尼亚共和国政府与伊朗伊斯兰共和国政府之间

序言

亚美尼亚共和国政府与伊朗伊斯兰共和国政府，以下称为缔约方，

考虑到双方在加强和发展贸易关系、基于平等、非歧视和维护共同利益的原则扩大和多样化合作方面的共同利益，

达成如下协议：

第一条 协定范围

缔约方之间的商业交流以及两国自然人和法人签订的合同应在本协议框架内并符合各方现行法律法规的情况下执行。

第二条 向第三方再出口

在本协议下两缔约方交换的商品/货物，经出口方同意后，可再出口至第三国。

第三条 原产地证书的签发

各方应根据其法律法规采取适当措施，为出口至另一缔约方的商品/货物签发原产地证书。为此目的，完全在亚美尼亚生产和制造的商品应视为亚美尼亚产品。

第四条 关税和费用

在本协议框架内，并遵守两国现行法律法规，双方同意尽最大努力促进和推动双边贸易关系。

Custom duties and taxes levied by either Party on the products of the other Party shall not be in excess of the amounts applied to similar products of other countries.

**Article 5
Privileges**

The facilities granted on the basis of this Agreement will not include the following:

- a) The privileges which one of the parties has granted or will grant to a neighboring country in order to facilitate the creation of the border trade.
- b) The privileges which are granted or will be granted to a country in the free trade zone, customs unions or in the regional agreements.

**Article 6
Taxes**

The Parties agreed not to enact new or stricter regulations on taxes, customs duties, and other, owing dues on imports & exports, unless the following conditions are met;

- promulgation and exchange of the regulations by authorized bodies;
- expiration of three months from the date of the official information;
- prior arrangements for hearing of the complaints on taxes and customs.

**Article 7
Non-tariff measures**

The Parties in order to develop mutual commercial relations have agreed to reduce or eliminate the non-tariff obstacles or to the appendix which will be negotiated between the two Parties.

**Article 8
System of currency, receipt and payment**

All receipt and payment in foreign currency arisen from the application of the present Agreement and settlement of accounts shall be in the currency agreed upon between the Parties according to subsidiary agreements concluded by the central banks of the Parties.

**Article 9
Participation in fairs**

任一缔约方对另一缔约方产品征收的关税和税款，不得超过适用于其他国家类似产品的金额。

**第五条
特权**

根据本协议授予的便利不包括以下内容：

- a) 缔约方之一为促进边境贸易而向邻国已授予或将授予的特权。
- b) 在自由贸易区、关税同盟或区域协议中已授予或将授予给某国的特权。

**第六条 税
收**

缔约方同意不对税收、关税及其他进出口应缴费用制定新的或更严格的法规，除非满足以下条件；

- 由授权机构颁布并交换法规； - 自官方信息公布之日起三个月期满； - 预先安排关于税收和海关投诉的听证会。

**第七条 非关税措
施**

为发展相互商业关系，缔约方同意减少或消除非关税障碍，或就双方将协商的附录达成一致。

第八条 货币、收款和支付系统

因适用本协议及账户结算而产生的一切外币收支，均应以缔约方中央银行根据附属协议商定的货币进行。

第九条 参加展会

Each Party shall encourage its commercial companies and institutions to participate in international or specific fairs held in the territory of the other Party and shall as far as possible provide the commercial companies and institutions of the other Party with the necessary facilities.

Any enactment and collection or exemption of customs duties, taxes and other owning dues regarding the exports of either Party entered into the territory of the other Party for exhibition or fair-related purposes shall be in accordance with Facilities for the Importation of Goods for Display or use at Exhibition Fairs, Meetings or similar Events, Done at Brussels on 8 June 1961.

Article 10
Establishment of trade representation

In order to facilitate and develop the exchange of commodities/goods, services and trade information between the Parties each Party shall permit the other Party to establish a trade representation in its territory, The number of employees and the equipment and branches of the said office or center shall be determined through the future agreement of the Parties.

Article 11
Expansion and diversification of commercial relations

The Parties in order to develop commercial relations shall encourage their natural and juridical persons to implement international trade regulations, encourage their Chambers of Commerce to maintain close and effective cooperation, exchange of commercial delegations, and convenience of specialized seminars and conferences.

Article 12
Joint commission

The Parties agreed to establish a joint commission consisting of their representatives, which shall hold session annually, and alternately in the territory of each Party.

The functions/duties of the commission shall be as follows:
a) supervision of the good performance of this agreement;
b) presentation of solutions for elimination of difficulties which might arise from the performance of this agreement;
c) review and study of ways to increase and diversify mutual trade and presentation of executive recommendations in this connection to the Parties.

Article 13
Settlement of disputes

各方应鼓励其商业公司和机构参加在另一缔约方领土内举办的国际或特定展览会，并尽可能为另一缔约方的商业公司和机构提供必要便利。

任何关于一方缔约方为展览或博览会目的进入另一方缔约方领土的出口商品的关税、税款及其他应付款项的制定、征收或豁免，均应遵循1961年6月8日在布鲁塞尔签订的《关于展览会、会议或类似活动中展示或使用货物的进口便利协议》。

第十条 贸易代表处的设立

为促进和发展缔约方之间的商品/货物、服务和贸易信息的交流，各方应允许另一方在其领土内设立贸易代表处。该办事处或中心的员工数量、设备和分支机构应通过缔约方未来的协议确定。

第十一条 商业关系的扩展与多样化

为发展商业关系，缔约方应鼓励其自然人和法人遵守国际贸易法规，鼓励其商会保持紧密有效的合作，交换商业代表团，并为专业研讨会和会议提供便利。

**第十二条 联合
委员会**

缔约方同意设立一个由各方代表组成的联合委员会，该委员会应每年举行会议，并在各方领土上轮流举行。

委员会的职能/职责如下：
a) 监督本协议的良好执行；
b) 提出解决方案以消除因执行本协议可能产生的困难；
c) 审查和研究增加和多样化相互贸易的方式，并向缔约方提交相关的执行建议。

第十三条 争议解决

In framework of this Agreement the disputes arisen between the Parties could be solved by friendly negotiations and consultations. In case of disagreement it should be solved by an arbitration tribunal which shall be formed by the representatives of both Parties, according to the legislation of Parties and regulations accepted in the international practice.

Article 14
Protection of public health and national interests

The provisions of the present Agreement shall not confine the rights of each party as for the imposition of any banning or restriction with regard to the protection of national interests, public health and/or prevention of diseases and animal or plant pests.

Article 15
Duration of the validity of the Agreement

The present Agreement shall come into force from the date of the last notification by one of the Parties to the other, indicating that it has complied with its constitutional requirements for entry into force of the present Agreement, and shall remain in force for a period of 5 years. After the expiration of this period the present Agreement shall be extended for one year periods unless either Party notifies the other in writing six months prior to termination of this period that it does not intend to extend the Agreement.

Upon termination of the validity of this Agreement, its provisions with regard to the contracts accordingly signed and are being executed shall be valid for one year after the termination of this Agreement at the latest, unless the Parties agree otherwise.

Done in one preamble and 15 Articles on 74.2.16 day of 6 May 1995 in two copies and three languages in Armenian, Persian and English all three texts being equally authentic.

In case of divergent interpretation the English text shall prevail.

The Agreement has entered into force on January 18, 1997.

在本协议框架内，缔约方之间产生的争议可通过友好协商解决。若协商未果，则应根据缔约方法律及国际惯例中接受的法规，由双方代表组成的仲裁庭解决。

第十四条 公共卫生保护和国家利益

本协议的规定不得限制各方为保护国家利益、公共卫生和/或预防疾病及动植物害虫而实施任何禁令或限制的权利。

第十五条 协议的有效期

本协议应自一缔约方向另一缔约方发出最后通知之日起生效，通知表明其已满足本协议生效的宪法要求，并应保持有效期为5年。此期限届满后，除非任一缔约方在该期限终止前六个月书面通知另一方其无意延长本协议，否则本协议将逐年自动延期一年。

本协议有效期终止后，其关于已签署并正在执行的合同的规定，最迟应在本协议终止后一年内继续有效，除非缔约方另有约定。

本协议于1995年5月6日以一份序言和15项条款订立，共两份，使用亚美尼亚语、波斯语和英语三种语言书写，三种文本具有同等效力。

如出现解释分歧，以英语文本为准。

本协议已于1997年1月18日生效。