

WORLD TRADE ORGANIZATION

WT/REG172/1
27 July 2004

(04-3231)

Committee on Regional Trade Agreements

Original: English

FREE TRADE AGREEMENT BETWEEN ARMENIA AND KAZAKHSTAN

The following communication, dated 17 June 2004, is being circulated at the request of the Delegation of Armenia.

AGREEMENT

BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ARMENIA AND
THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN ON FREE TRADE

The Government of Republic of Armenia and the Government of Republic of Kazakhstan, hereafter referred to as the Parties,

Striving to develop trade and economic cooperation between Republic of Armenia and Republic of Kazakhstan based upon equality and mutual benefits,

Guided by the principles of the Agreement by the Council of Heads of CIS States of April 15, 1994 on establishing a free-trade zone, and

Expressing their determination to develop bilateral relationships in the trade and economic interaction area in compliance with international trade norms and regulations,

HAVE AGREED as follows:

Article 1

1. The Parties shall not apply customs duties or equivalent taxes and fees to the export and import of goods that originated within the customs territory of one of the Parties and are destined for the customs territory of the other Party. Exemptions to these trading terms may be formalized for an agreed-upon list of commodities by a separate protocol, in the event the parties consider this to be necessary.

2. For the purposes of this Agreement, and for its effective term, the country of origin shall be determined according to the Rules of Establishing the Country of Origin for Goods, approved by Resolution of CIS Board of State Governments on September 24, 1993. The following goods are considered to have originated within the customs territory of anyone of the Parties:

- (a) Completely produced on the territory of the Parties or;
- (b) Having been processed on the territory of the Parties by utilizing raw materials and components of third country origin, whose classification under the Harmonized

世界贸易组织

WT/REG172/1
2004年7月27日

(04-3231)

区域贸易协定委员会

原文：英文

亚美尼亚与哈萨克斯坦自由贸易协定

应亚美尼亚代表团请求，现分发2004年6月17日的如下来文。

亚美尼亚共和国政府与哈萨克斯坦共和国政府关于自由贸易的协议

亚美尼亚共和国政府与哈萨克斯坦共和国政府（以下称缔约方），

致力于在平等互利基础上发展亚美尼亚共和国与哈萨克斯坦共和国之间的贸易与经济合作，

遵循1994年4月15日独联体国家元首理事会关于建立自由贸易区的协议原则，且

双方决心按照国际贸易规范和法规发展贸易与经济合作领域的双边关系，

达成如下协议：

第一条

1. 缔约方不得对原产于一方关税领土并 **destined for** 另一方关税领土的货物进出口征收关税或等效税费。若双方认为必要，可通过单独议定书为商定的商品清单豁免上述贸易条款。

2. 就本协议的目的及其有效期而言，原产国应根据1993年9月24日独联体国家政府委员会决议批准的《货物原产国确定规则》予以确定。下列货物应视为原产于任一缔约方的关税领土：

- (a) 完全在缔约方领土内生产；或 (b) 在缔约方领土内利用第三国原产的原材料和零部件进行加工，且其在协调制度

System of Commodity Description and Coding changed in at least one of the first four digits due to this processing;

(c) Produced with the use of raw materials and components listed in "b" above.

Detailed rules on establishing commodity origins shall be coordinated by the Parties and included in a document that shall become an integral part of this Agreement.

Article 2

The Parties shall not:

- directly or indirectly impose any internal taxes or fees on commodities that are subject to this Agreement, in excess of corresponding taxes and fees imposed on similar commodities of domestic production or of third country origin;
- apply any special limitations or conditions to commodities that are subject to this Agreement, in excess of limitations or conditions applied under similar circumstances to similar commodities of domestic production or of third country origin;
- apply special rules to warehousing, reloading, storage, and transportation of goods that originated within the territory of the Parties, and to payments and payment transfers, different from rules applied in similar situations regarding goods of domestic production or of third country origin.

Article 3

1. The Parties shall refrain from discriminating, introducing quotas or similar measures against each other in the export and/or import of goods within the framework of this Agreement.

2. Quotas referred to in Paragraph 1 of this Article may be introduced unilaterally, within reasonable limits, and with strictly defined time frames only in the event of:

- heavy deficit of a given commodity on the internal market -until the market condition stabilizes;
- heavy deficit in the balance of payment -until the balance of payment situation stabilizes;
- some commodity being imported into the territory of one of the Parties in such increased quantities or under such conditions that harm or threaten to harm domestic manufacturers of similar or directly competing goods.

3. If necessary, the quotas referred to in Paragraph 2 of this Article may be formalized in a separate protocol to this Agreement.

4. The Party that uses quotas pursuant to Paragraph 2 of this Article prior to formal introduction of these quotas, shall, upon request of the other Party, provide the necessary information on the reasons, forms, and possible time frames for using these quotas and any additional requested information.

5. The Party that intends to apply protective measures shall notify the other Party of its intent in a timely fashion, not later than 30 days before the planned implementation of such measures.

商品描述和编码系统中的分类在首个由于此处理导致的四位数；

(c) 使用上述**"b"**项所列的原材料和零部件生产。

商品原产地认定的详细规则应由缔约方协调制定，并纳入一份文件，该文件将成为本协议不可分割的一部分。

第二条

双方不得：

- 直接或间接对受本协议约束的商品征收任何国内税或费用，超过对类似国内生产或第三国原产商品征收的相应税费；- 对受本协议约束的商品施加任何特殊限制或条件，超过在类似情况下对类似国内生产或第三国原产商品施加的限制或条件；- 对原产于缔约方领土内的货物的仓储、转载、存储和运输，以及支付和支付转移，适用与类似情况下对国内生产或第三国原产货物所适用规则不同的特殊规则。

第三条

1. 双方应避免在本协议框架内的货物出口和/或进口方面相互歧视、引入配额或类似措施。

2. 本条款第1款所述的配额仅在以下情况下可单方面引入，且须在合理限度内并严格限定时间范围：

- 国内市场某种商品的严重赤字——直至市场状况稳定；- 国际收支的严重赤字——直至国际收支状况稳定；- 某种商品以如此大的数量或在如此条件下进口到一方缔约方境内，以致损害或威胁损害类似或直接竞争货物的国内制造商。

3. 如有必要，本条款第2款所述的配额可通过本协议的单独议定书正式确定。

4. 根据本条款第2款使用配额的缔约方，在正式引入这些配额之前，应另一缔约方要求，提供关于使用这些配额的原因、形式和可能时间框架的必要信息，以及任何额外要求的信息。

5. 拟采取保护措施缔约方应及时通知另一方其意图，最迟不得晚于计划实施此类措施前30天。

6. When selecting protective measures indicated in this Article, the Parties shall give priority to those that exert the least negative impact upon achieving the goals of this Agreement.

Article 4

All settlements and payments related to the trade/economic cooperation between the Parties shall be carried out in compliance with the inter-bank settlement agreements between the authorized banks of the Parties.

Article 5

For the purposes of this Agreement, the term "re-export" shall refer to the export of goods that originated within the territory of one of the Parties by the other Party to the outside of its customs territory, for the purpose of exporting it into a third country.

Neither Party shall permit re-export of goods that were subject to tariff-based or non-tariff-based regulation while being exported by their Country of origin. The Parties shall establish a listing of goods, whose re-exportation is prohibited, and shall also exchange lists of goods that are subject to tariff-based or non-tariff-based regulation. Re-export of such goods into third countries is permitted only upon written consent and upon conditions stipulated by an authorized state agency of the country of origin of the subject goods. In the event of non-compliance with this stipulation, the Party whose interests have been violated has the right for unilateral introduction of measures to regulate export of goods into the territory of the Party that permitted the non-sanctioned re-export, upon prior notice of the intent to introduce such measures, and, if necessary, upon conducting joint consultations.

Article 6

The Parties shall exchange customs-related information, including the available customs statistics relating to the subject of this Agreement, fully, and on regular basis. The appropriate authorized agencies of the Parties shall coordinate the manner of such information exchange.

Article 7

1. The Parties shall exchange information about their international free-trade agreements with third parties.
2. The Parties shall inform each other about any changes in the customs tariffs enforced in their countries.

Article 8

Pursuant to their national legislations, the Parties shall declare incompatible with the purposes of this Agreement any unfair business practices exhibited, in particular, in the following:

- entering into agreements between enterprises or their associations for the purpose of hindering or limiting competition or to disrupt the competitive environment within the territories of the Parties;
- carrying out actions that aid one or a few enterprises in the use of their dominant position, limiting competition within the entire territory of the Parties or within a significant part of it.

6. 在选择本条款所述保护措施时，双方应优先考虑对实现本协议目标产生最小负面影响的措施。

第4条

双方贸易/经济合作相关的所有结算与支付，应按照双方授权银行间的银行间结算协议执行。

第5条

为本协议的目的，“再出口”一词指一方将原产于另一方关税领土内的货物出口至其关税领土之外，以向第三国出口的行为。

任何缔约方均不得允许对原产国出口时受关税规制或非关税规制的货物进行再出口。双方应制定禁止再出口的货物清单，并交换受关税规制或非关税规制的货物清单。此类货物向第三国的再出口，仅可在获得原产国授权国家机构书面同意且符合其规定条件的情况下进行。若违反本规定，利益受损的缔约方有权在事先通知拟采取措施并必要时进行联合磋商后，单方面实施措施以规制货物出口至允许未经授权再出口的缔约方领土。

第6条

双方应全面且定期交换海关相关信息，包括与本协议主题相关的可用海关统计资料。缔约方的相关授权机构应协调此类信息交换的方式。

第7条

1. 双方应交换其与第三方签订的国际自由贸易协定相关信息。
2. 双方应相互通报各自国家实施的关税变更情况。

第8条

根据其国家立法，双方应宣布与本协议的目的不相容的任何不公平商业行为，特别是以下方面：

- 企业或其协会之间为阻碍或限制竞争或破坏缔约方领土内的竞争环境而达成协议；
- 采取行动协助一个或少数企业利用其支配地位，限制缔约方整个领土或其重要部分内的竞争。

Article 9

For the purposes of implementing tariff-based and non-tariff based regulation measures in the bilateral economic relationships, statistical information exchange, and for carrying out customs procedures, the Parties have agreed to use the unified, nine-digit Commodity Nomenclature of CIS Foreign Economic Activities that is based upon the Harmonized Commodities Description and Coding System and Combined Tariffs and Statistics Nomenclature of the EEC. For the needs of their own countries, these Commodity Nomenclatures may be expended as necessary.

Article 10

Each Party shall provide free transit over the territory of its country for goods originated within the customs territory of the other Party or having originated in third countries and destined for the customs territory of the other Party or any third country, and shall supply the exporters, importers, and shipping companies involved in such transit operations with all the available resources and services required for the execution of these transit operations on terms (including financial) that are not worse than the terms for providing the same resources and services to exporters, importers, and national shipping companies of any other third country.

Each Party guarantees waiving any customs duties and transit fees on trans-shipment of goods originated within the customs territory of the other Party, and this shall be formalized by a separate agreement.

Rates on trans-shipment by any means of transportation, including the rates for loading and unloading operations, shall be economically justified and shall not exceed normal operating expenses, including reasonable profit rates.

Article 11

1. This Agreement shall not prevent any of the Parties from taking measures of state control in the foreign economic relations area, generally accepted in the international practice, that are considered necessary for compliance with international agreements to which they are or intend to become a party, if these measures relate to:

- protection of public morale and public order;
- protection of human life and health;
- conservation of animal and plant life;
- protection of the environment;
- conservation of valuable art, archeological, and historical objects that are national treasures;
- protection of industrial and intellectual property;
- trade in gold, silver, and other precious metals and stones; conservation of non-renewable natural resources;
- limiting exports of a given commodity, in the event the domestic price for this commodity is lower than the world market price due to implementation of governmental support programs;

第9条

为在双边经济关系中实施基于关税和非关税的监管措施、进行统计信息交换以及执行海关程序，双方同意使用基于协调商品描述和编码系统及欧洲经济共同体联合关税和统计名称的统一九位数独联体对外经济活动商品名称。为满足各自国家需求，这些商品名称可酌情扩展。

第10条

各方应为原产于另一缔约方关税领土或原产于第三国并 **destined for** 另一缔约方关税领土或任何第三国的货物提供其领土内的自由过境，并应向参与此类过境操作的出口商、进口商和航运公司提供执行这些过境操作所需的所有可用资源和服务，其条件（包括财务条件）不得劣于向任何其他第三国的出口商、进口商和本国航运公司提供相同资源和服务的条件。

各方保证免除对原产于另一缔约方关税领土的货物转运征收的任何关税和过境费，并应通过单独协议予以正式确认。

任何运输方式下的转运费率，包括装卸操作费率，应具有经济合理性，且不得超过正常运营费用（包括合理的利润率）。

第11条

1. 本协议不妨碍任何缔约方在对外经济关系领域采取国际惯例普遍认可的国家控制措施，前提是这些措施被视为履行其已加入或拟加入的国际协议所必需，且涉及以下方面：

- 保护公共道德和公共秩序；- 保护人类生命和健康；- 保护动植物生命；- 保护环境；- 保护作为国家宝藏的珍贵艺术品、考古及历史文物；- 保护工业和知识产权；- 金、银及其他贵金属和宝石的贸易；保护不可再生的自然资源；- 当某商品因政府支持计划的实施导致其国内价格低于世界市场价格时，限制该商品的出口；

- disturbances in the balance of payments.

2. Nothing in this Agreement precludes the right of any of the Parties to use any means of state control deemed necessary by the Party, if these measures relate to:

- assuring national security, including the prevention of leaks in confidential information related to state secrets;
- trade in arms, military technology, munitions, offering military-type services, technology transfer, and providing services in the manufacture of armaments and military hardware, and for other purposes;
- supplying fissionable nuclear materials and sources of radioactive substances, processing of radioactive wastes;
- measures taken at time of war or during other extreme situations in the international relations;
- actions taken in compliance with the UN Charter for maintaining international peace and security.

Article 12

Provisions of this Agreement replace the provisions of any Agreements between the Parties insofar as the latter are incompatible or identical with the prior.

Article 13

Provisions of this Agreement do not affect any of the obligations taken by the Parties under other international agreements concluded earlier by the Parties with third countries, including Agreements concluded within the CIS framework with the participation of the Parties.

Article 14

Nothing in this Agreement prevents any of the Parties from establishing relationships with third countries and with their associations and international organizations on the condition that these relationships shall not contradict the purposes and provisions of this Agreement.

Article 15

Based upon the purposes of this Agreement and for the purpose of developing recommendations for improving the trade and economic cooperation between the two states, the Parties have agreed to create an Armenian-Kazakh commission.

The Commission shall meet upon the initiative of either Party, but not less than once a year, at alternating locations between the Republic of Armenia and Republic of Kazakhstan.

Article 16

The Parties may make amendments and additions to this Agreement upon mutual agreement. Any amendment shall become effective after the Parties are notified that all formalities needed for the enforcement of such amendment have been completed.

- 国际收支平衡的扰乱。

2. 本协议任何条款均不妨碍任何缔约方在下列情况下使用该缔约方认为必要的国家控制手段的权利:

- 保障国家安全, 包括防止与国家秘密相关的机密信息泄露; - 武器、军事技术、军火贸易, 提供军事类服务、技术转让, 以及为制造军备和军事硬件提供服务及其他用途; - 供应可裂变核材料和放射性物质来源, 处理放射性废物; - 在国际关系中发生战争或其他极端情况时采取的措施; - 为维护国际和平与安全而根据《联合国宪章》采取的行动。

第十二条

本协议条款取代缔约方之间任何协议中与之不相容或相同的条款。

第十三条

本协议的规定不影响双方根据先前与第三国缔结的其他国际协议所承担的任何义务, 包括双方在独联体框架内参与缔结的协议。

第十四条

本协议中的任何内容均不妨碍任何一方与第三国及其协会和国际组织建立关系, 前提是这些关系不得违背本协议的目的和规定。

第十五条

基于本协议的目的, 并为制定改善两国间贸易与经济合作的建议, 双方同意成立亚美尼亚-哈萨克斯坦委员会。

委员会应在任何一方倡议下召开会议, 但每年不少于一次, 会议地点在亚美尼亚共和国和哈萨克斯坦共和国之间轮流举行。

第十六条

双方可经双方同意对本协议作出修正和补充。任何修正案应在缔约方接到通知, 表明执行该修正案所需的所有手续均已完成后方可生效。

Article 17

All disputes related to interpretation and enforcement of this Agreement shall be resolved by the Parties by means of consultations and negotiations.

Article 18

This Agreement becomes effective upon receipt of the last written notice of completion of all intra-state procedures required for the enforcement of this Agreement and shall remain in force until either of the Parties should notify the other Party with a six-month advance written notice of its desire to terminate this Agreement.

Concluded in the City of Astana, on September 2, 1999 in two original copies, each in Armenian, Kazakh, and Russian languages, with all texts equally valid.

The Parties shall use the Russian language text as a guide to resolving any misunderstandings between the Parties regarding the interpretation, application, and execution of this Agreement.

The Agreement is effective as of December 25, 2001.

第十七条

所有与本协议解释和执行相关的争议应由缔约方通过磋商和谈判的方式解决。

第十八条

本协议自收到为执行本协议所需完成的所有国内程序的最后一份书面通知之日起生效，并将持续有效，直至任何一方提前六个月向另一方发出终止本协议的书面通知为止。

1999年9月2日于阿斯塔纳市签订，一式两份，每份均以亚美尼亚语、哈萨克语和俄语书就，所有文本具有同等效力。

双方应以俄语文本为准，以解决其间的任何误解。
e 缔约方关于本协议的解释、适用和履行。

该协议自2001年12月25日起生效。

ANNEX

PROTOCOL OF EXEMPTIONS FROM FREE TRADE TERMS ESTABLISHED BY THE FREE
TRADE AGREEMENT BETWEEN THE GOVERNMENT OF REPUBLIC OF ARMENIA AND
THE GOVERNMENT OF REPUBLIC OF KAZAKHSTAN ON SEPTEMBER 2, 1999

The Government of Republic of Armenia and the Government of Republic of Kazakhstan,
hereafter referred to as the Parties, have signed this Protocol stating the following:

Article 1

The exemptions, provided for by the Article 1 of the Agreement Between the Government of
Republic of Armenia and the Government of Republic of Kazakhstan on Free Trade of September 2,
1999 (hereafter- the Agreement), apply to all goods listed in the Appendix.

Article 2

1. Regarding the goods exempted from free-trade terms according to Article 1 of this Protocol,
the Parties shall offer most-favoured nation terms to each other concerning:

- export-related taxes and fees (as regards goods listed in the Appendix), including the
collection methods for such taxes and fees;
- provisions dealing with customs processing of trans-shipments, transportation,
warehousing, re-loading, and similar services;
- methods of payment and payment transfers;
- issuing of export and import licenses;
- regulations on selling, buying, transporting, distribution, and utilization of goods on the
domestic market.

2. Provisions of Paragraph 1 of this Article do not apply to:

- preferences offered by any of the Parties to third countries for the purpose of creating a
Customs Union or a Free-Trade zone or as a result of such unions or zones having been
created;
- preferences offered to developing countries in accordance with the laws of the Parties;
- preferences offered to neighbouring countries for the purpose of promoting near-border
trade.

Article 3

1. This Protocol is an integral part of the Agreement Between the Government of Republic of
Armenia and the Government of Republic of Kazakhstan on Free Trade and becomes effective
concurrently with said Agreement.

2. This Protocol remains in force for one year pursuant to Article 1 of the Agreement Between
the Government of Republic of Armenia and the Government of Republic of Kazakhstan on Free
Trade.

附件

1999年9月2日由亚美尼亚共和国政府与哈萨克斯坦共和国政府签署的《自由贸易协定》所
确立的《自由贸易条款豁免议定书》

亚美尼亚共和国政府与哈萨克斯坦共和国政府（以下称双方）签署本议定书，声明如下：

第一条

根据1999年9月2日《亚美尼亚共和国政府与哈萨克斯坦共和国政府自由贸易协议》（以
下简称《协议》）第一条规定的豁免条款，适用于附录所列所有货物。

第二条

1. 关于根据本议定书第一条免除自由贸易条款的货物，缔约方应在以下方面相互给予最惠国待遇条款：

- 出口相关税费（针对附录所列货物），包括此类税费的征收方式；- 关于转运、运输、
仓储、重新装载及类似服务的海关手续规定；- 支付方式及支付转移；- 进出口许可证
的签发；- 国内市场货物销售、购买、运输、分销及使用的相关法规。

2. 本条第一款规定不适用于以下情形：

- 任一缔约方为建立关税同盟或自由贸易区，或因此类同盟或区域已建立而向第三国提
供的优惠；- 根据缔约方法律向发展中国家提供的优惠；- 为促进边境贸易而向邻国提
供的优惠。

第三条

1. 本议定书是《亚美尼亚共和国政府与哈萨克斯坦共和国政府自由贸易协议》的组成部分，并
与该协议同时生效。

2. 本议定书根据《亚美尼亚共和国政府与哈萨克斯坦共和国政府自由贸易协议》第一条保持一
年有效。

Concluded in the City of Astana, on September 2, 1999 in two original copies, each in Armenian, Kazakh, and Russian languages, with all texts equally valid.

The Russian language text shall be used for interpretation of provisions of this Protocol.

1999年9月2日于阿斯塔纳市签订，一式两份，分别以亚美尼亚语、哈萨克语和俄语书就，所有文本具有同等效力。

本协议定书条款的解释应以俄语文本为准。
