

WORLD TRADE ORGANIZATION

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Committee on Regional Trade Agreements

Original: English

FREE TRADE AGREEMENT BETWEEN ARMENIA AND MOLDOVA

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

AGREEMENT BETWEEN THE GOVERNMENT OF REPUBLIC OF ARMENIA AND THE GOVERNMENT OF REPUBLIC OF MOLDOVA ON FREE TRADE

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

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

Based upon the sovereign right of each state to conduct its independent foreign economic policy,

Aiming at fostering economic activities, providing full employment, increasing productivity and rational use of resources,

Striving to promote harmonious development and growth of world trade, elimination of barriers in its development,

HAVE AGREED as follows:

Article 1

1. Contracting Parties shall not apply customs duties, taxes and charges having 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.

Special cases of application of this trade regime between the two countries to commodities on the basis of the agreed nomenclature shall be formalized by annual documents, which shall be an integral part of this Agreement.

2. For the purposes of this Agreement, and for its effective term, goods originating from the territories of Contracting Parties shall be deemed to be:

(a) Completely produced in the territory of Contracting Parties or;

世界贸易组织

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区域贸易协定委员会

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亚美尼亚与摩尔多瓦自由贸易协定

应亚美尼亚代表团请求, 现分发2004年6月17日的以下来文。

亚美尼亚共和国政府与摩尔多瓦共和国政府自由贸易协议

亚美尼亚共和国政府与摩尔多瓦共和国政府(以下称缔约方),

致力于在平等与互利基础上发展亚美尼亚共和国与摩尔多瓦共和国之间的贸易与经济合作,

基于各国实施独立对外经济政策的主权权利,

旨在促进经济活动、实现充分就业、提高生产力及资源的合理利用,

*Str*致力于推动世界贸易的和谐发展与增长, 消除其发展过程中的壁垒,

双方达成如下协议:

条款 1

1. 缔约方不得对源自一方缔约方关税领土并运往另一方缔约方关税领土的货物在出口和/或进口时征收关税、税收及具有同等影响的费用。

两国基于商定的命名法对商品实施本贸易制度的特殊情况, 应通过年度文件予以正式确认, 该文件将作为本协议的组成部分。

2. 就本协议及其有效期限而言, 源自缔约方领土的货物应被视为:

(a) 在缔约方领土内完全生产; 或

- (b) Having been processed on the territory of Contracting Parties by utilizing raw materials and components of third country origin, whose classification under the Harmonized 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 provided that their total cost does not exceed a fixed proportion of the export price of commodities sold.

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

Article 2

Each Contracting Party shall not:

- directly or indirectly impose any internal taxes or charges on commodities covered by this Agreement, in excess of corresponding taxes and charges imposed on similar commodities of domestic production or of third country origin;
- apply any special limitations or conditions to commodities covered by this Agreement, in excess of limitations or conditions applied under similar circumstances to similar commodities of domestic production or of third country origin;
- apply rules to warehousing, reloading, storage, and transportation of goods that originating from the territory of the other Contracting Party, as well as to payments and payment transfers, other than those applied in similar situations regarding goods of domestic production or of third country origin.

Article 3

With the goal to maintain existing ties and implement essential for both countries trade and economic relations, on the basis of mutual agreement indicative lists can be compiled of goods and services which are items of mutual export and have paramount importance.

The said indicative lists will be agreed by competent bodies of the Contracting Parties within the timeframe and for the effective period established on mutual agreement and will be formalised by a separate protocol, as a rule, annually.

Article 4

Contracting Parties in their mutual trade shall refrain from discriminatory measures, introduction of quantitative restrictions or similar measures for exportation and/or importation of goods within the framework of this Agreement.

Parties may introduce unilaterally quantitative restrictions only within reasonable limits, and for a strictly defined time period.

These restrictions shall be of exceptional nature and may only be applied in cases of sharp deficit in the balance of payment.

A Contracting Party which applies quantitative restrictions under this Article shall provide the other Contracting Party, if possible, in advance with full information on the main reasons for

(b) 在缔约方领土上利用第三国原产地的原材料和部件进行加工，且根据商品名称及编码协调制度，该加工导致其分类前四位编码中至少一位发生改变；(c) 使用上述“b”项所列原材料和部件生产，前提是其总成本不超过所售商品出口价格的固定比例。

商品原产地的详细规则应由缔约方协调确定，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

每一缔约方不得：

- 直接或间接对本协议涵盖的商品征收超过对类似国内生产或第三国原产地商品所征收的相应国内税或费用；
- 对本协议涵盖的商品施加超过在类似情况下对类似国内生产或第三国原产地商品所施加的特殊限制或条件；
- 对来自另一缔约方领土的货物在仓储、重新装载、存储和运输方面，以及在支付和支付转移方面，施加不同于在类似情况下对国内生产或第三国原产地货物所适用的规则。

第三条

为维持现有联系并实施对两国贸易和经济关系至关重要的举措，缔约方可基于相互协议编制指示性清单，列出作为相互出口项目且具有至关重要性的货物和服务。

上述指示性清单将由缔约方主管机构在双方商定的时间框架和有效期内达成一致，并通常以单独议定书形式每年正式确定。

第四条

缔约方在相互贸易中应避免采取歧视性措施，或在本协议框架内对货物进出口实施数量限制及类似措施。

缔约方仅可在合理限度内且严格限定的时间段单方面实施数量限制。

此类限制应具有例外性质，且仅在国际收支出现严重赤字时方可适用。

根据本条款实施数量限制的缔约方应尽可能提前向另一缔约方提供关于实施上述限制的主要原因、

introduction, forms and expected terms of application of the abovementioned restrictions, whereupon the consultations shall be set.

Introduction of quantitative restrictions under this Article shall be formalized in a separate protocol.

Article 5

All settlements and payments related to the trade/economic cooperation between the Republic of Armenia and Republic of Moldova shall be carried out according to the agreement between en the authorized banks of the Contracting Parties.

Article 6

Contracting Parties shall on a regular basis exchange information on laws and other regulations related to economic activity, including trade, investment, taxation, banking and insurance and other financial services, on transport and customs issues, including customs statistics.

Contracting Parties shall inform each other without delay on any changes in the national legislation, which may influence implementation of this Agreement.

Authorized bodies of the Contracting Parties shall coordinate the way to exchange such information.

Article 7

1. Contracting Parties shall endeavour to establish a common customs tariff applied to trade with the third countries and to this purpose have agreed to conduct regular consultations.
2. Contracting Parties shall inform each other on existing customs tariffs and all exceptions thereto.

Article 8

Contracting Parties shall consider incompatible with the purposes of this Agreement any unfair business practices and shall not allow and eliminate the following methods thereof:

- agreements between enterprises, decisions made by the associations of enterprises, and general methods of business practices aimed at hindering or limiting competition or disrupting the competitive environment in the territories of the Contracting Parties;
- actions by means of which one or a few enterprises use their dominant position, limiting competition within the entire territory of the Contracting Parties or a significant part thereof.

Article 9

For the purposes of applying measures of tariff and non-tariff regulation in the bilateral economic relationships, statistical information exchange, and for carrying out customs procedures, the Contracting Parties will use the unified, nine-digit Commodity Nomenclature of Foreign Economic Activities (CN FEA), based upon the Harmonized Commodity Description and Coding System and Combined Tariffs and Statistics Nomenclature of the EEC. For their own needs Contracting Parties may expend this Commodity Nomenclature beyond the nine digits if necessary.

引入形式及预期适用期限的完整信息，随后应进行磋商。

根据本条款引入的数量限制应以单独议定书形式正式确定。

条款5

亚美尼亚共和国与摩尔多瓦共和国之间贸易/经济合作相关的所有结算与支付，应按照缔约方授权银行间的协议执行。

条款6

缔约方应定期交换与经济活动相关的法律及其他法规信息，包括贸易、投资、税收、银行业及保险与其他金融服务，以及运输和海关问题（含海关统计）。

缔约方应及时相互通报可能影响本协议实施的国家立法变更。

缔约方的授权机构应协调此类信息交换的方式。

条款7

1. 缔约方应努力建立适用于与第三国贸易的共同关税，并为此目的同意定期进行磋商。
2. 缔约方应相互通报现行关税及其所有例外情况。

条款8

缔约方应认为任何不公平商业行为与本协议目的相抵触，且不得允许并消除下列此类行为：

- 企业间协议、企业协会作出的决定以及旨在阻碍或限制竞争或破坏缔约方领土内竞争环境的普遍商业行为方法；
- 一个或少数企业利用其支配地位采取行动，限制缔约方全部领土或其重要部分内的竞争。

第九条

为在双边经济关系中实施关税和非关税监管措施、进行统计信息交换以及执行海关程序，缔约方将采用基于商品名称及编码协调制度和欧洲经济共同体统一关税和统计编码的九位统一对外经济活动商品名称和编码（CN FEA）。缔约方可根据自身需要，在必要时将该商品名称及编码扩展至九位以上。

Introduction of the reference Commodity Nomenclature is carried on a mutually agreed basis through the existing representations in the relevant international organizations.

Article 10

Contracting Parties agree that the adherence to the principle of freedom of transit is the major condition for achieving goals of this Agreement and a substantial element in the process of their integration into the system of international division of labour and cooperation.

Thereupon each Contracting Party shall provide unimpeded transit through its territory for goods originating from the customs territory of the other Contracting Party or third countries and destined for the customs territory of the other Contracting Party or any third country, and shall supply exporters, importers, and carriers with all facilities and services available and necessary for ensuring transit on terms not worse than those granted to national exporters, importers, or exporters, importers or carriers of any other third state.

Contracting Parties shall conclude a special agreement on transit.

Article 11

This Agreement shall not impede the right of any of the Contracting Parties to take generally accepted in the international practice measures which it considers necessary for protecting its vital interests or which are undoubtedly necessary for compliance with international agreements to which it is or intends to become a party, if these measures relate to:

- information affecting the interests of national defence;
- trade in arms, munitions and military equipment;
- research or production related to the defence needs;
- supply of materials and equipment used in nuclear industry;
- protection of public morality and public order;
- protection of industrial and intellectual property;
- gold, silver, and other precious metals and stones;
- protection of human, animal and plant life.

Article 12

With the goal of pursuing coordinated policy of export control in relation to the third countries Contracting Parties shall conduct regular consultations and take mutually agreed measures for creation of effective system of export control.

Article 13

Provisions of this Agreement shall replace the provisions of agreements concluded earlier by the Contracting Parties insofar as the latter are incompatible or identical with the former.

参考商品名称及编码的引入是通过相关国际组织中现有代表机构在双方协商一致的基础上进行的。

第10条

缔约方同意，遵守过境自由原则是实现本协议目标的主要条件，也是其融入国际分工与合作体系进程中的重要因素。

据此，每一缔约方应为其领土内源自另一缔约方关税领土或第三国的货物提供无障碍过境，这些货物需运往另一缔约方关税领土或任何第三国，并应向出口商、进口商和承运人提供所有可用且必要的便利和服务，以确保过境条件不低于给予本国出口商、进口商或任何其他第三国的出口商、进口商或承运人的条件。

缔约方应就过境问题签订专门协议。

第11条

本协议不得妨碍任何缔约方采取国际惯例普遍认可的措施的权利，只要这些措施涉及：其认为保护自身重大利益所必需，或无疑是为遵守其已加入或拟加入的国际协议所必需。

- 涉及国防利益的信息；- 武器、弹药和军事装备贸易；- 与国防需求相关的研究或生产；- 核工业所用材料及设备的供应；- 公共道德和公共秩序保护；- 工业和知识产权保护；- 黄金、白银及其他贵金属和宝石；- 人类、动物和植物生命保护。

第12条

为对第三国实施协调一致的出口管制政策，缔约方应定期磋商并采取共同商定的措施，以建立有效的出口管制体系。

第13条

本协议条款应取代缔约方先前缔结的协议条款，前提是后者与前者不相容或相同。

Article 14

Nothing in this Agreement shall prevent, Contracting Parties from establishing relationships which do not contradict the goals and terms of this Agreement with the states which are not parties to this Agreement and with their associations and international organizations.

Article 15

Disputes between Contracting Parties related to interpretation or application of provisions of this Agreement shall be resolved by means of negotiations.

Contracting Parties shall endeavour to avoid conflicting situations in mutual trade.

Contracting Parties establish that claims and disputes between economic entities of both countries resulting from interpretation or implementation of commercial contracts or transactions, in case they cannot be settled amicably on the basis of consultations and negotiations and unless agreed otherwise, will be the exclusive competence of arbitration tribunals (permanent or ad hoc) established in the territory of Contracting Parties or the territory of the third states specified by the Parties having signed the contract.

The latter can also define the applicable substantive law, norms and procedures as well as the premises for the hearing of the case.

Each Contracting Party shall assure in its territory effective means to recognise and enforce arbitration awards.

Article 16

To achieve the goals of this Agreement and to elaborate recommendations for developing trade and economic cooperation between the two countries, Contracting Parties have agreed to establish a joint Armenian-Moldavian commission which will have its meetings at the request of one of the Parties in the Republic of Armenia and Republic of Moldova.

Article 17

Contracting Parties have agreed that the Republic of Armenia may establish its trade representation in the Republic of Moldova, and Republic of Moldova may establish its trade representation in the Republic of Armenia. The legal status of these trade representations, their functions and residence will be agreed by the Contracting Parties separately.

Article 18

Any state may accede to this Agreement on terms and conditions which would be agreed between the acceding state and the Contracting Parties.

Article 19

This Agreement becomes effective upon exchange of notices of completion by the Contracting Parties of intra-state procedures necessary for its entry into force.

This Agreement will become invalid after twelve months from the date, when one of the Contracting Parties notifies the other Contracting Party in writing of its desire to terminate this Agreement.

第14条

本协议中的任何内容均不得阻止缔约方与本协议非缔约方的国家及其协会和国际组织建立不违背本协议目标和条款的关系。

第15条

缔约方之间关于本协议条款解释或适用的争议应通过谈判方式解决。

缔约方应努力避免相互贸易中的冲突情况。

缔约方确认，两国经济实体因商业合同或交易的解释或执行而产生的索赔和争议，若无法在协商和谈判基础上友好解决且无其他约定，将专属由缔约方境内或合同签署方指定的第三国境内设立的仲裁法庭（常设或临时）管辖。

后者还可界定适用的实体法、规范和程序以及案件审理的前提条件。

每一缔约方应确保在其领土内提供有效手段以承认和执行仲裁裁决。

第16条

为实现本协议目标并制定促进两国间贸易与经济合作的建议，缔约方同意设立亚美尼亚-摩尔多瓦联合委员会，该委员会将应一方请求在亚美尼亚共和国和摩尔多瓦共和国召开会议。

第17条

缔约方同意，亚美尼亚共和国可在摩尔多瓦共和国设立其贸易代表处，摩尔多瓦共和国亦可在亚美尼亚共和国设立其贸易代表处。这些贸易代表处的法律地位、职能及驻地将由缔约方另行商定。

第十八条

任何国家均可按照加入国与缔约方商定的条款和条件加入本协定加入国与缔约方。

第十九条

本协定在缔约方交换完成国内生效程序所需通知后生效。

本协议将在缔约方之一书面通知另一缔约方其希望终止本协议之日起十二个月后失效。

This Agreement after its termination shall apply to the contracts among the enterprises and organizations of both countries, concluded, but not implemented during the period when the Agreement is in force.

Done in the City of Ashgabat, on December 24, 1993 in two originals, each in Armenian, Romanian, and Russian, all texts being equally authentic.

For the purpose of interpretation of the provisions of this Agreement the text in Russian shall have prevalence.

The Agreement came into force on December 21, 1995.

本协议终止后，仍适用于协议有效期内两国企业和组织之间已签订但未执行的合同。

本协议于1993年12月24日在阿什哈巴德市签署，一式两份，分别以亚美尼亚语、罗马尼亚语和俄语写成，所有文本具有同等效力。

为解释本协议条款之目的，俄语文本应具有优先效力。

本协议于1995年12月21日生效。
