

WORLD TRADE ORGANIZATION	WT/REG173/1 27 July 2004
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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;

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亚美尼亚与摩尔多瓦自由贸易协定

根据亚美尼亚代表团的请求，现分发2004年6月17日的如下来文。

亚美尼亚共和国政府与摩尔多瓦共和国政府关于自由贸易的协议

亚美尼亚共和国政府和摩尔多瓦共和国政府，以下称为缔约方，

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，

基于各国实施独立的外经济政策的主权权利，

旨在促进经济活动、实现充分就业、提升生产力及资源的合理利用，

致力于促进世界贸易的和谐发展及增长，消除其发展中的壁垒，

达成如下协议：

条款1

1. 缔约方不得对源自一方缔约方关境并运往另一方缔约方关境的货物征收关税、税收及具有同等影响的费用。

两国间基于商定品目表对商品适用该贸易制度的特殊情况，应通过年度文件予以正式确认，此类文件应构成本协议不可分割的组成部分。

2. 在本协议有效期限内，为本协议之目的，源自缔约方关境的货物应被视为：

(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。

关于确定商品原产地的详细规则应由缔约方协商制定，并纳入一份文件，该文件将成为本协议不可分割的组成部分。

第二条

各缔约方不得：

- 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商品所征收的相应国内税或费用；- 对本协议涵盖的商品实施超过在类似情况下对类似国内生产或第三国原产商品所实施的任何特殊限制或条件；- 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，实施不同于在类似情况下对国内生产或第三国原产货物所适用的规则。

第三条

为维持现有联系并实施对两国至关重要的贸易和经济关系，缔约方可基于相互协议编制指示性清单，列明具有相互出口性质且至关重要的货物和服务。

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、实施数量限制或类似措施，以限制本协议框架下的货物进出口。

缔约方仅可在合理限度内且严格限定的时间段内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实施。

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主要原因的完整信息