India-ASEAN Free Trade Agreement

As per the recent Indo-ASEAN pact, negotiations for free trade area in goods is slated to be finalised by June 30, 2005 and that for services and investments the negotiations are slated to begin in 2005 and conclude in 2007. Negotiations on exchange of tariff concessions under EHS will begin from November 1, 2004. A trade negotiating committee will begin framing the rules of origin, modalities for tariff reduction and FTA in January 2004. India has agreed to special and differential treatment to ASEAN group and align its peak tariff levels. India will reduce its tariff for Brunei, Cambodia, Laos, Indonesia, Malaysia, Myanmar, Singapore, Thailand and Vietnam in 2011. Correspondingly while Brunei, Indonesia, Malaysia, Singapore and Thailand will reduce their tariff for India in 2001, the new ASEAN members like Cambodia, Laos, Myanmar and Vietnam (CLMV) will do so in 2016. Phillipines which has expressed its reservations to the FTA has agreed to eliminate its tariff on reciprocal basis for India by 2016. India will unilaterally extend concessions on 11 tariff lines to CLMV. The agreement and the list of items under the Early Harvest Programme are being reproduced below:

FRAMEWORK AGREEMENT

ON COMPREHENSIVE ECONOMIC COOPERATION BETWEEN THE REPUBLIC OF INDIA AND THE ASSOCIATION OF SOUTH EAST ASIAN NATIONS

Preamble

WE, the Heads of State/Government of the Republic of India (India), and Brunei Darussalam, the Kingdom of Cambodia (Cambodia), the Republic of Indonesia (Indonesia), the Lao People's Democratic Republic (Lao PDR), Malaysia, the Union of Myanmar (Myanmar), the Republic of the Philippines (the Philippines), the Republic of Singapore (Singapore), the Kingdom of Thailand (Thailand), the Socialist Republic of Viet Nam (Viet Nam), Member States of the Association of South East Asian Nations (collectively, "ASEAN" or "ASEAN Member States");

Recalling that in 2002, we had agreed on the importance of enhancing our close economic cooperation and to work towards an India-ASEAN Regional Trade and Investment Area (RTIA) as a long-term objective;

Desiring to adopt a Framework Agreement on Comprehensive Economic Cooperation (this Agreement) between India and ASEAN (collectively, "the Parties", or individually referring to India or to an ASEAN Member State as a "Party") that is forward-looking in order to forge a closer economic partnership in the 21st century;

Desiring to minimise barriers and deepen economic linkages between the Parties; lower costs; increase intra-regional trade and investment; increase economic efficiency; create a larger market with greater opportunities and larger economies of scale for the businesses of the Parties; and enhance the attractiveness of the Parties to capital and talent:

Recognising the important role and contribution of the business sector in enhancing trade and investment between the Parties and the need to further promote and facilitate their cooperation and utilisation of greater business opportunities provided by the India-ASEAN RTIA:

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印度-东盟自由贸易协定

根据最近的印度-东盟协议,货物自由贸易区的谈判计划于2005年6月30日结束,而服务和投资的谈判计划于2005年开始,并于2007年结束。根据EHS的关税减免谈判将于2004年11月1日开始。一个贸易谈判委员会将于2004年1月开始制定原产地规则、关税减让方式和自由贸易区。印度已同意给予东盟集团特殊和差别待遇,并调整其高峰关税水平。印度将在2011年降低文莱、柬埔寨、老挝、印度尼西亚、马来西亚、缅甸、新加坡、泰国和越南的关税。相应地,文莱、印度尼西亚、马来西亚、新加坡和泰国将在2001年降低对印度的关税,而新的东盟成员国如柬埔寨、老挝、缅甸和越南(CLMV)则将在2016年这样做。菲律宾已对自由贸易表示保留,但同意在2016年前以对等为基础取消对印度的关税。印度将单方面向CLMV提供11项关税线的优惠。协议和早期收获计划下的项目清单如下:

印度共和国与东南亚国家联盟全面经济合作框架协议

序言

我们,印度共和国(印度)的国家元首/政府首脑,以及文莱达鲁萨兰国、柬埔寨王国、印度尼西亚共和国、老挝人民民主共和国(老挝)、马来西亚、缅甸联邦、菲律宾共和国、新加坡共和国、泰王国、越南社会主义共和国,东南亚国家联盟(东盟)成员国;

回顾我们在2002年就加强我们密切经济合作的重要性以及建立一个印度-东盟自由贸易区(RTIA)作为长期目标达成共识;

期望缔结印度与东盟(以下统称"缔约方",单独指印度或东盟成员国时简称"一方")之间的全面经济合作框架协议(本协议),以面向未来,旨在建立21世纪更紧密的经济伙伴关系;

期望减少障碍,深化缔约方之间的经济联系;降低成本;增加区域内贸易和投资;提高经济效率;为缔约方企业创造更大的市场、更多机会和更大的规模经济;并增强缔约方对资本和人才的吸引力;

认识到商业部门在促进缔约方之间贸易和投资方面的重要作用和贡献,以及进一步促进和便利 其合作和利用印度-东盟 RTIA 提供的更大商业机会的必要性: Recognising the different stages of economic development among ASEAN Member States and the need for flexibility, including the need to facilitate the increasing participation of Cambodia, Lao PDR, Myanmar and Viet Nam (the New ASEAN Member States) in the India-ASEAN economic co-operation and the expansion of their exports, inter alia, through the strengthening of their domestic capacity, efficiency and competitiveness;

Reaffirming the rights, obligations and undertakings of the respective parties under the World Trade Organisation (WTO), and other multilateral, regional and bilateral agreements and arrangements; and

Recognising that regional trade arrangements can contribute towards accelerating regional and global liberalisation and as building blocks in the framework of the multilateral trading system,

Have agreed as follows:

ARTICLE 1

Objectives

The objectives of this Agreement are to:

strengthen and enhance economic, trade and investment co-operation between the Parties:

progressively liberalise and promote trade in goods and services as well as create a transparent, liberal and facilitative investment regime;

explore new areas and develop appropriate measures for closer economic co-operation between the Parties; and

facilitate the more effective economic integration of the new ASEAN Member States and bridge the development gap among the Parties.

ARTICLE 2

Measures For Economic Cooperation

The Parties agree to enter into negotiations in order to establish an India-ASEAN Regional Trade and Investment Area (RTIA), which includes a Free Trade Area (FTA) in goods, services and investment, and to strengthen and enhance economic cooperation through the following:

progressive elimination of tariffs and non-tariff barriers in substantially all trade in goods;

- (b) progressive liberalisation of trade in services with substantial sectoral coverage;
- (c) establishment of a liberal and competitive investment regime that facilitates and promotes investment within the India-ASEAN RTIA;
- (d) provision of special and differential treatment to the New ASEAN Member States; provision of flexibility to the Parties in the India-ASEAN RTIA negotiations to address their sensitive areas in the goods, services and investment sectors with such flexibilities to be negotiated and mutually agreed based on the principle of reciprocity and mutual benefits:

establishment of effective trade and investment facilitation measures, including, but not limited to, simplification of customs procedures and development of mutual recognition arrangements;

expansion of economic cooperation in areas as may be mutually agreed between the Parties that will complement the deepening of trade and investment links between the Parties and formulation of action plans and programmes in order to implement the agreed sectors/areas of co-operation; and

认识到东盟成员国之间经济发展的不同阶段,以及灵活性的必要性,包括促进柬埔寨、老挝 人民民主共和国、缅甸和越南(新东盟成员国)越来越多地参与印度-东盟经济合作和扩大其 出口的必要性,其中,通过加强其国内能力、效率和竞争力来实现;

重申世界贸易组织(WTO)下各缔约方的权利、义务和承诺,以及其他多边、区域和双边协议和安排;并

认识到区域贸易安排可以有助于加速区域和全球自由化,并作为多边贸易体制框架中的基石,

经同意如下:

第一条

目标

本协议的目标是:

加强和促进缔约方之间的经济、贸易和投资合作;

逐步自由化并促进货物和服务贸易,以及创建透明、自由和便利的投资制度;

探索新的领域和发展适当的措施,以加强缔约方之间的更紧密的经济合作;和

促进新东盟成员国更有效的经济一体化,并缩小缔约方之间的发展差距。

第二条第

经济合作措施

缔约方同意进行谈判,以建立印度-东盟自由贸易区(RTIA),该自由贸易区包括货物、服务和投资方面的自由贸易区(FTA),并通过以下方式加强和促进经济合作:

逐步消除货物贸易中绝大部分关税和非关税壁垒; (b) 服务业的逐步自由化, 涵盖主要部门;

- (c) 建立自由和竞争的投资制度,以促进和推动印度-东盟 RTIA 内的投资;
- (d) 对新东盟成员国提供特殊和差别待遇;在印度-东盟 RTIA 谈判中为缔约方提供灵活性,以解决其在货物、服务和投资部门敏感领域的问题,此类灵活性应根据互惠互利原则进行谈判和相互同意;

建立有效的贸易和投资便利化措施,包括但不限于海关程序简化和相互承认安排的制定;

在缔约方相互同意的领域扩大经济合作,以补充缔约方之间贸易和投资联系的深化,并制定行动计划和方案,以实施约定的合作部门/领域;以及

establishment of appropriate mechanisms for the purposes of effective implementation of this Agreement.

ARTICLE 3

Trade In Goods

- (1) With a view to expediting the expansion of trade in goods, the Parties agree to enter into negotiations in which duties and other restrictive regulations of commerce (except, where necessary, those permitted under Article XXIV (8)(b) of the WTO General Agreement on Tariffs and Trade (GATT)) shall be eliminated on substantially all trade in goods between the Parties.
- (2) For the purposes of this Article, the following definitions shall apply unless the context otherwise requires:
- (a) "applied Most Favoured Nation (MFN) tariff rates" shall refer to the respective applied rates of the Parties as of 1 July 2004; and "non-tariff measures" shall include non-tariff barriers.
- (3) Upon signing of this Agreement, the Parties shall commence consultations on each other's trade regime, including, but not limited to the following:
- (a) trade and tariff data;
- (b) customs procedures, rules and regulations;
- (c) non tariff measures including, but not limited to import licensing requirement and procedure, quantitative restrictions, technical barriers to trade, sanitary and phytosanitary:
- (d) intellectual property rights rules and regulations; and
- (e) trade policy.
- (4) The tariff reduction or elimination programme of the Parties shall require tariffs on listed products to be gradually reduced and, where applicable, eliminated in accordance with this Article.
- (5) The products which are subject to the tariff reduction or elimination programme under this Article shall include all products not covered by the Early Harvest Programme (EHP) under Article 7 of this Agreement, and such products shall be categorised into two tracks as follows:
- (a) Normal Track: Products listed in the Normal Track by a Party on its own accord shall have their respective applied MFN tariff rates gradually reduced or eliminated in accordance with specified schedules and rates (to be mutually agreed by the Parties) over a period from:
- (i) 1 January 2006 to 31 December 2011 for India, and Brunei Darussalam, Indonesia, Malaysia, Singapore and Thailand;
- (ii) 1 January 2006 to 31 December 2016 for India and the Philippines; and
- (iii) 1 January 2006 to 31 December 2011 for India and 1 January 2006 to 31 December 2016 for the New ASEAN Member States.

In respect of those tariffs which have been reduced but have not been eliminated, they shall be progressively eliminated within timeframes to be mutually agreed between the Parties.

- (b) Sensitive Track:
- (i)The number of products listed in the Sensitive Track shall be subject to a maximum ceiling to be mutually agreed among the Parties.
- (ii)Products listed in the Sensitive Track by a Party on its own accord shall, where applicable, have their respective applied MFN tariff rates progressively

为有效实施本协议建立适当的机制。

ARTICLE 3

货物贸易

率应逐步

(1) With a view to 加速 货物贸易的扩张,缔约方同意进入 进入谈判,在谈判中,关税和其他贸易限制性法规(除必要情况下,根据世界贸易组织关税及 贸易总协定(GATT)第二十四条第(8)(b)款允许的除外)应予消除,适用于缔约方之间 几乎所有货物贸易。(2)就本条而言,除非上下文另有要求,否则应适用以下定义: (a)" 适用最惠国(MFN)关税率"应指缔约方在2004年7月1日的各自适用税率;而"非关税措施"应 包括非关税壁垒。(3)本协议签署后、缔约方应就彼此的贸易制度进行磋商、包括但不限于 以下内容: (a) 贸易和关税数据; (b) 海关程序、规则和法规; (c) 非关税措施,包括但 不限于进口许可证要求和程序、数量限制、技术性贸易壁垒、卫生和植物卫生; (d)知识产 权规则和法规; (e) 贸易政策。(4) 缔约方的关税减让或消除计划应根据本条规定, 要求列 名产品的关税逐步降低,并在适用的情况下予以消除。(5)根据本条规定,适用关税减让或 消除计划的产品应包括本协议第七条规定的早期收获计划(EHP)未涵盖的所有产品,此类产 品应分为两个轨道,如下所示: (a)常规轨道:一方自行列名的常规轨道产品,其各自适用 最惠国(MFN)关税率应根据指定的时间表和税率(由缔约方相互同意)逐步降低或消除,期 限为: (i) 对于印度、文莱达鲁萨兰国、印度尼西亚、马来西亚、新加坡和泰国、从2006年 1月1日至2011年12月31日; (ii) 对于印度和菲律宾, 从2006年1月1日至2016年12月31日; (iii) 对于印度和新的东盟成员国,从2006年1月1日至2011年12月31日,以及从2006年1月 1日至2016年12月31日。对于已降低但尚未消除的关税,应在缔约方相互同意的时间框架内逐 步消除。(b)敏感轨道:(i)敏感轨道中列名的产品数量应受缔约方相互同意的最高上限限 制。(ii)一方自行列名的敏感轨道产品,在适用的情况下,其各自适用最惠国(MFN)关税

reduced/eliminated within timeframes to be mutually agreed between the Parties.

- (6) The commitments undertaken by the Parties under this Article and Article 7 of this Agreement shall fulfil the WTO requirements to eliminate tariffs on substantially all the trade between the Parties.
- (7) The specified tariff rates/tariff preferences to be mutually agreed between the Parties pursuant to this Article shall set out only the limits of the applicable tariff rates/preferences or range for the specified year of implementation by the Parties.
- (8) The negotiations between the Parties to establish the India-ASEAN RTIA covering trade in goods shall also include, but not be limited to the following:
- (a) modalities, including detailed rules governing the tariff reduction and/or elimination;
- (b) Rules of Origin;
- (c) treatment of out-of-quota rates;
- (d) modification of a Party's commitments under the agreement on trade in goods based on WTO agreements;
- (e) non-tariff measures/barriers, including, but not limited to, quantitative restrictions or prohibition on the importation of any product or on the export or sale for export of any product, as well as sanitary and phytosanitary measures and technical barriers to trade;
- (f) safeguards based on the WTO agreements;
- (g) disciplines on subsidies and countervailing measures and anti-dumping measures based on the existing WTO agreements; and
- (h) facilitation and promotion of effective and adequate protection of trade-related aspects of intellectual property rights based on existing WTO, World Intellectual Property Organisation (WIPO) and other relevant agreements.

ARTICLE 4

Trade In Services

With a view to expediting the expansion of trade in services, the Parties agree to enter into negotiations to progressively liberalise trade in services on a preferential basis with substantial sectoral coverage. Such negotiations shall be directed to:

progressive elimination of substantially all discrimination between or among the Parties and/or prohibition of new or more discriminatory measures with respect to trade in services between the Parties, except for measures permitted under Article V(1)(b) of the WTO General Agreement on Trade in Services (GATS); expansion in the depth and scope of liberalisation of trade in services beyond those undertaken by India and ASEAN Member States under the GATS; and enhanced cooperation in services between the Parties in order to improve efficiency and competitiveness, as well as to diversify the supply and distribution of services of the respective service suppliers of the Parties.

ARTICLE 5

Investment

To promote investments and to create a liberal, facilitative, transparent and competitive investment regime, the Parties agree to:

enter into negotiations in order to progressively liberalise their investment regimes; strengthen cooperation in investment, facilitate investment and improve transparency of investment rules and regulations; and

provide for the protection of investments.

ARTICLE 6

條低 ed/在缔约方之间相互商定的期限内消除。

- (6) 缔约方根据本条和本协议第七条所做出的承诺 本协议应满足世界贸易组织关于消除缔约方之间几乎所有贸易关税的要求。
- (7) 根据本条由缔约方相互商定的特定关税税率/关税优惠应仅列明适用关税税率/优惠的范 围或指定实施年份的限值。

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- (8) 为建立涵盖货物贸易的印度-东盟 RTIA,缔约方之间的谈判还应包括但不限于以下内容:
- (a) 模式,包括管理关税减让和/或消除的详细规则;(b) 原产地规则;
- (c) 配额外税率的处理;
- (d) 根据世界贸易组织协议,对货物贸易协议中一方承诺的修改;
- (e) 非关税措施/壁垒、包括但不限于数量限制或禁止进口任何产品、或禁止出口或出口销售任何 产品,以及卫生与植物卫生措施和技术性贸易壁垒; (f) 根据世界贸易组织协议的保障措施;
- (g) 根据现有世界贸易组织协议的补贴、反补贴措施和反倾销措施的纪律;以及
- (h) 根据现有的世界贸易组织、世界知识产权组织(WIPO)和其他相关协议,促进有效和充分 保护与贸易有关的知识产权方面。

第四条

服务贸易

为加速服务贸易的扩展、缔约方同意就逐步以优惠方式对具有广泛部门覆盖范围的服务贸易进 行谈判。此类谈判应旨在:

逐步消除缔约方之间或缔约方之间的实质性所有歧视,和/或禁止缔约方之间关于服务贸易的新 或更歧视性的措施,但世界贸易组织服务贸易总协定(GATS)第V(1)(b)条允许的措施除外; 在服务贸易自由化方面、扩大印度和东盟成员国在GATS项下所进行的自由化深度和范围;以 及加强缔约方之间的服务合作,以提高效率和竞争力,以及多样化缔约方各自的服务供应商的 服务供应和分配。

第五条

投资 为促进投资并创建自由、便利、透明和有竞争力的投资制度,缔约方同意:进行谈判以逐步自 由化其投资制度;加强投资合作,便利投资,并改进投资规则和法规的透明度;并提供对投资 的保护。

第六条

Areas of Economic Cooperation

- (1) Where appropriate, the Parties agree to strengthen their cooperation in the following areas, including, but not limited to:
- (a) Trade Facilitation:
- (i) Mutual Recognition Arrangements, conformity assessment, accreditation procedures, and

standards and technical regulations;

- (ii) non-tariff measures;
- (iii) customs cooperation;
- (iv) trade financing; and
- (v) business visa and travel facilitation.
- (b) Sectors of Cooperation:
- (i) agriculture, fisheries and forestry;
- (ii) services: media and entertainment, health, financial, tourism, construction, business process outsourcing, environmental;
- (iii) mining and energy: oil and natural gas, power generation and supply;
- (iv) science and technology: information and communications technology, electronic-commerce, biotechnology;
- (v) transport and infrastructure: transport and communication;
- (vi) manufacturing: automotive, drugs and pharmaceuticals, textiles, petrochemicals, garments, food processing, leather goods, light engineering goods, gems and jewellery processing;
- (vii) human resource development: capacity building, education, technology transfer; and (viii) others: handicrafts, small and medium enterprises, competition policy, Mekong Basin Development, intellectual property rights, government procurement.
- (c) Trade and Investment Promotion:
- (i) fairs and exhibitions;
- (ii) India-ASEAN weblinks; and
- (iii) business sector dialogues.
- (2) The Parties agree to implement capacity building programmes and technical assistance, particularly for the New ASEAN Member States, in order to adjust their economic structure and expand their trade and investment with India.
- (3) Parties may establish other bodies as may be necessary to coordinate and implement any economic cooperation activities undertaken pursuant to this Agreement.

ARTICLE 7

Early Harvest Programme

- (1) With a view to accelerating the implementation of this Agreement, the Parties agree to implement an EHP, which is an integral part of the India-ASEAN RTIA, for products covered under paragraph 3(a) below. The progressive tariff reduction under the EHP shall commence from 1 November 2004, and tariff elimination shall be completed by 31 October 2007 for India and ASEAN-6, and 31 October 2010 for the New ASEAN Member States.
- (2) For the purposes of this Article, the following definitions shall apply unless the context otherwise requires:
- (a) "ASEAN 6" refers to Brunei Darussalam, Indonesia, Malaysia, the Philippines, Singapore and Thailand; and
- (b) "applied MFN tariff rates" shall refer to the respective applied rates of the Parties as

经济合作领域

(1) 在适当情况下,缔约方同意加强他们在以下方面的合作 合作领域,包括但不限于: (a) 贸易便利化: (i) 相互承认安排、合格评定、认证程序以及 标准和技术法规; (ii) 非关税措施; (iii) 海关合作; (iv) 贸易融资; (v) 商务签证和旅 行便利化。 (b) 合作领域: (i) 农业、渔业和林业; (ii) 服务业: 媒体和娱乐、健康、金 融、旅游业、建筑、业务流程外包、环境; (iii) 矿产和能源: 石油和天然气、发电和供电; (iv) 科学技术: 信息和通信技术、电子商务、生物技术; (v) 交通和基础设施: 交通和通 信; (vi) 制造业: 汽车、药品和制药、纺织品、石化产品、服装、食品加工、皮革制品、轻 工业产品、宝石和珠宝加工; (vii) 人力资源开发: 能力建设、教育、技术转让;

(viii) 其他: 手工艺品、中小企业、竞争政策、湄公河盆地发展、知识产权、政府采购。(c) 贸易和投资促进: (i) 展会; (ii) 印度-东盟网站链接; 以及(iii) 商业部门对话。(2) 缔约方同意实施能力建设计划和技术援助,特别是针对新东盟成员国,以调整其经济结构并扩大其与印度的

第七条

早期收获计划

(1) 为了加速本协议的实施,缔约方同意实施一个早期收获计划(EHP),它是印度-东盟RTIA的一个组成部分,适用于下文第3(a)段所述的产品。早期收获计划下的逐步关税减让应从2004年11月1日开始,并且对于印度和东盟-6应于2007年10月31日完成关税消除,对于新东盟成员国应于2010年10月31日完成。

贸易和投资。(3)缔约方可设立其他机构,以协调和实施根据本协议进行的任何经济合作活动。

- (2) 在本条文中,除非上下文另有要求,否则下列定义应适用:
- (a) "东盟6国"指文莱达鲁萨兰国、印度尼西亚、马来西亚、菲律宾、新加坡和泰国;
- (b) "适用最惠国(MFN)关税率"应指缔约方各自的适用税率,

- of 1 July 2004.
- (3) The product coverage, tariff reduction and elimination, removal of non-tariff barriers, rules of origin, trade remedies and emergency measures applicable to the EHP shall be as follows:
- (a) Product Coverage

Common products on which the Parties agree to exchange tariff concessions are listed in Annex A.

Products on which India accords concessions to the New ASEAN Member States are listed in Annex B.

(b) Modality for Tariff Reduction and Elimination

The modality for tariff reduction and elimination for the products covered by the EHP shall be finalised under Article 8(2) of this Agreement.

(c) Removal of non-tariff measures

In order to fully realise the potential benefits of the EHP, the parties shall promote and facilitate trade in all products listed in the EHP. The parties shall also endeavour to refrain from using non-tariff measures adversely affecting trade in Early Harvest products.

(d) Rules of Origin

Products covered by the EHP shall qualify for tariff preferences in accordance with the Rules of Origin to be agreed under Article 8(2) of this Agreement.

(e) Application of WTO provisions

The WTO provisions governing modification of commitments, safeguard actions, emergency measures and other trade remedies, including anti-dumping and subsidies and countervailing measures, shall, in the interim, be applicable to the products covered under the EHP and shall be superseded and replaced by the relevant disciplines negotiated and agreed to by the Parties under Article 3(8) of this Agreement once these disciplines are implemented.

(4) The Parties shall also explore the feasibility of cooperation in the areas listed in Annex C.

ARTICLE 8

Timeframes

- (1) For trade in goods, negotiations on the agreement for tariff reduction/elimination and other matters as set out in Article 3 of this Agreement shall commence in January 2004 and be concluded by 30 June 2005 in order to establish the India-ASEAN FTA.
- (2) The negotiations on Rules of Origin for trade in goods under Articles 3 and 7 and modality for tariff reduction and elimination under Article 7 shall be concluded no later than 31 July 2004.
- (3) For trade in services and investments, the negotiations on the respective agreements shall commence in 2005 and be concluded by 2007. The identification, liberalisation, etc., of the sectors of services and investment shall be finalised for implementation subsequently in accordance with the timeframes to be mutually agreed:
- (a) taking into account the sensitive sectors of the Parties; and (b) with special and differential treatment and flexibility for the New ASEAN Member States.
- (4) For other areas of economic cooperation, the Parties shall continue to build upon existing or agreed programmes set out in Article 6 of this Agreement, develop new economic cooperation programmes and conclude agreements on the various areas of economic cooperation. The Parties shall do so expeditiously for early implementation in a

为2004年7月1日。

(3) 早期收获计划的产品范围、关税减让和消除、非关税壁垒的取消、原产地规则、贸易救济措施和紧急措施的规定如下:

(a) 产品范围

双方同意交换关税减免的常见产品列表载于附件A。

印度给予新东盟成员国关税减免的产品列表载于附件B。

(b) 关税减让和消除的方式

早期收获计划所涵盖产品的关税减让和消除的方式应依据本协议第8(2)条最终确定。

(c) 移除非关税措施

为了充分实现早期收获计划的潜在利益,缔约方应促进和便利早期收获计划中列名的所有产品的贸易。缔约方还应努力避免使用对早期收获产品贸易产生不利影响的非关税措施。

(d) 原产地规则

根据本协议第8(2)条同意制定的原产地规则,早期收获计划涵盖的产品应合格以获得关税优重。

(e) WTO条款的适用

适用于承诺修改、保障措施、紧急措施和其他贸易救济措施(包括反倾销和补贴以及反补贴措施)的WTO条款,在过渡期内应适用于早期收获计划涵盖的产品,一旦这些纪律得到实施,这些条款即应被第3(8)条中缔约方谈判和同意的相关纪律所取代和替代。

(4) 缔约方还应当探讨附件C中列出的领域的合作可行性。

第七条

时间框架

- (1) 对于货物贸易,关于本协定第三条规定的关税减让/消除及其他事项的协议的谈判应于2004年1月开始,并在2005年6月30日之前完成,以建立印度-东盟自由贸易协定。
- (2) 关于第三条和第七条下货物贸易的原产地规则以及第七条下关税减让和消除方式的谈判, 应不迟于2004年7月31日完成。
- (3) 对于服务和投资贸易,相关协议的谈判应于2005年开始,并在2007年之前完成。服务和投资的部门识别、自由化等,应根据双方同意的时间框架最终确定,以便随后实施:
- (a) 考虑到缔约方的敏感行业;以及(b)对新东盟成员国给予特殊和差别待遇及灵活性。
- (4) 对于其他经济合作领域,缔约方应继续基于本协议第六条规定的现有或约定的计划,制定新的经济合作计划并就各个经济合作领域达成协议。缔约方应迅速采取行动,以便尽早以所有有关缔约方均可接受的方式和速度实施。

manner and at a pace acceptable to all the Parties concerned. The agreements shall include timeframes for the implementation of the commitments therein.

ARTICLE 9

Most-Favoured Nation Treatment

India shall continue to accord Most-Favoured Nation (MFN) Treatment consistent with WTO rules and disciplines to all the non-WTO ASEAN Member States upon the date of signature of this Agreement.

ARTICLE 10

General Exceptions

Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between or among the Parties where the same conditions prevail, or a disguised restriction on trade within the India-ASEAN FTA, nothing in this Agreement shall prevent any Party from taking action and adopting measures for the protection of its national security or the protection of articles of artistic, historic and archaeological value, or such other measures which it deems necessary for the protection of public morals, or for the protection of human, animal or plant life, health and conservation of exhaustible natural resources.

ARTICLE 11

Dispute Settlement Mechanism

- (1) The Parties shall, within one (1) year after the date of entry into force of this Agreement, establish appropriate formal dispute settlement procedures and mechanism for the purposes of this Agreement.
- (2) Pending the establishment of the formal dispute settlement procedures and mechanism under paragraph 1 above, any disputes concerning the interpretation, implementation or application of this Agreement shall be settled amicably by mutual consultations.

ARTICLE 12

Institutional Arrangements for the Negotiations

- (1) There shall be established an ASEAN-India Trade Negotiating Committee (TNC) to carry out the programme of negotiations set out in this Agreement.
- (2) The ASEAN-India TNC may invite experts or establish any Working Group as may be necessary to assist in the negotiations of all sectors in the India-ASEAN RTIA.
- (3) The ASEAN-India TNC shall regularly report to the Minister of Commerce and Industry of India and the ASEAN Economic Ministers (AEM-India Consultations), through the meetings of the ASEAN Senior Economic Officials and India (SEOM-India Consultations), on the progress and outcome of its negotiations.
- (4) The Ministry of Commerce and Industry, Government of India, and the ASEAN Secretariat shall jointly provide the necessary secretariat support to the ASEAN-India Trade Negotiating Committee (TNC) whenever and wherever negotiations are held.

ARTICLE 13

Miscellaneous Provisions

(1) This Agreement shall include the Annexes and the contents therein, and all future legal instruments agreed pursuant to this Agreement.

协议应包括其中承诺的实施时间框架。

第九条

最惠国待遇

印度应继续根据本协议签署之日起,对所有非世界贸易组织的东盟成员国给予与世界贸易组织规则和纪律一致的最惠国(MFN)待遇。

第十条

一般例外

在要求此类措施不得以任意或不合理的歧视方式在缔约方之间或缔约方之间构成手段,或以印度-东盟自由贸易协定内的伪装贸易限制方式实施的前提下,本协议的任何规定均不得阻止任何一方采取行动并采取保护其国家安全或保护具有艺术、历史和考古价值的物品的措施,或采取其认为为保护公共道德、保护人类、动物或植物的生命、健康以及保护不可再生自然资源所必需的其他措施。

第1条1

争端解决机制

- (1) 缔约方应在本协议生效之日起一年内,建立适当的正式争端解决程序和机制,以用于本协议。
- (2) 在上述第1段所述正式争端解决程序和机制建立之前,与本协议的解释、实施或适用有关的任何争端应通过相互磋商友好解决。

第1条 2

谈判机构安排

- (1) 应设立东盟-印度贸易谈判委员会(TNC),以执行本协议中规定的谈判计划。
- (2) 东盟-印度TNC可邀请专家或设立任何工作组,以协助印度-东盟RTIA所有领域的谈判。
- (3) 东盟-印度TNC应定期通过东盟高级经济官员和印度(SEOM-印度磋商)会议,向印度商业和工业部长及东盟经济部长(AEM-印度磋商)报告其谈判的进展和结果。
- (4) 印度商业和工业部及东盟秘书处应随时在谈判举行时和地点,共同为东盟-印度贸易谈判委员会(TNC)提供必要的秘书处支持。

第13条

其他规定

(1) 本协议应包括附件及其内容,以及根据本协议达成的所有未来法律文件。

- (2) Except as otherwise provided in this Agreement, this Agreement or any action taken under it shall not affect or nullify the rights and obligations of a Party under existing agreements to which it is a party.
- (3) The Parties shall endeavour to refrain from increasing restrictions or limitations that would affect the application of this Agreement.
- (4) Any ASEAN Member State may defer its participation in the implementation of this Agreement provided that a notification is given to the other parties within twelve (12) months from the date of signing of this Agreement. Any extension of the negotiated concessions to such ASEAN Member State shall be voluntary on the part of the parties participating in such implementation. The ASEAN Member State concerned shall participate in the implementation of this Agreement at a later date on the same terms and conditions, including any further commitments that may have been undertaken by the other parties by the time of such participation.

ARTICLE 14

Amendments

The provisions of this Agreement may be modified through amendments mutually agreed upon in writing by the Parties.

ARTICLE 15

Depository

For the ASEAN Member States, this Agreement shall be deposited with the Secretary-General of ASEAN, who shall promptly furnish a certified copy thereof to India and each ASEAN Member State.

ARTICLE 16

Entry into Force

- (1) This Agreement shall enter into force on 1 July 2004.
- (2) The Parties undertake to complete their internal procedures for the entry into force of this Agreement prior to 1 July 2004.
- (3) Where a Party is unable to complete its internal procedures for the entry into force of this Agreement by 1 July 2004, the Agreement shall come into force for that Party upon the date of notification of the completion of its internal procedures. The Party concerned, however, shall be bound by the same terms and conditions, including any further commitments that may have been undertaken by the other Parties under this Agreement by the time of such notification.
- (4) A Party shall upon the completion of its internal procedures for the entry into force of this Agreement notify all the other parties in writing.

IN WITNESS WHEREOF, WE have signed this Framework Agreement on Comprehensive Economic Cooperation between the Republic of India and the Association of South East Asian

Nations.

DONE at Bali, this 8th day of October, 2003 in duplicate copies in the English Language. For the Republic of India

ATAL BIHARI VAJPAYEE

Prime Minister

- (2) 除本协议另有规定外,本协议或根据本协议采取的任何行动不应影响或使一方根据其已成为 其一方当事人的现有协议所享有的权利和义务失效。
- (3) 各缔约方应努力避免增加可能影响本协议适用性的限制或限制。
- (4)任何东盟成员国可推迟其参与本协议的实施、但须在本协议签署之日起十二(12)个月内 通知其他缔约方。对如此东盟成员国所做的谈判让步的任何延长,应由参与此类实施的其他 缔约方自愿决定。有关东盟成员国应

在稍后的日期根据相同条款和条件参与本协议的实施,包括其他缔约方在此参与时可能已做 出的任何进一步承诺。

第14条

本协议的条款可通过各缔约方书面共同同意的修正案进行修改。

ARTICLE 1 5

Depository

对于东盟成员国,本协议应存放于东盟秘书长处,秘书长应立即向印度和每个东盟成员国提供 其经认证的副本。

ARTICLE 1 6

生效

- (1) 本协议应于2004年7月1日生效。
- (2) 各缔约方应于2004年7月1日前完成其关于本协议生效的内部程序。
- (3) 如一方未能于2004年7月1日前完成其关于本协议生效的内部程序,则该协议应自其通知其 他缔约方完成内部程序之日起对该方生效。然而,有关缔约方应受相同条款和条件的约束,包 括在此通知时其他缔约方根据本协议可能已作出的任何进一步承诺。
- (4) 一方应在其关于本协议生效的内部程序完成后,以书面形式通知所有其他缔约方。

为证明本协议之签署,我们已签署印度共和国与东南亚国家联盟之间的全面经济合作框架协议。

东南亚国家联盟。

在巴厘岛完成, 2003年10月8日, 一式两份, 英文。为印度共和国

阿塔尔·比哈里·瓦杰帕伊总

For Brunei Darussalam
HAJI HASSANAL BOLKIAH
Sultan of Brunei Darussalam
For the Kingdom of Cambodia
SAMDECH HUN SEN
Prime Minister For the Republic of Indonesia
MEGAWATI SOEKARNOPUTRI
President For the Lee Recole's Democratic Republic
For the Lao People's Democratic Republic
BOUNNHANG VORACHITH
Prime Minister
For Malaysia
MAHATHIR BIN MOHAMAD
Prime Minister
For the Union of Myanmar
GENERAL KHIN NYUNT
Prime Minister
For the Republicof the Philippines
GLORIA MACAPAGAL-ARROYO
President
For the Republic of Singapore
GOH CHOK TONG
Prime Minister
For the Kingdom of Thailand
DR. THAKSIN SHINAWATRA
Prime Minister
For the Socialist Republic of Viet Nam
PHAN VAN KHAI
Prime Minister

ANNEX A

No. 6-digit HS Code Description

- 1 160413 Sardines, sardinella and brisling or sprats, whole or in pieces
- 2 160414 Tunas, skipjack and atlantic bonito, prepared or preserved
- 3 180400 Cocoa butter, fat and oil
- 4 180500 Cocoa powder, not containing added sugar or other sweetening matter

For 文莱达鲁萨兰国
鲁萨兰苏丹 For 柬埔寨王国
共和国
八/14日
—————————————————————————————————————
民主共和国
八工八相巴
 本南·沃拉奇蒂 总理 For 马
来西亚
7N-1
 马哈蒂尔·宾·穆罕默德 总理
For 缅甸联邦
 钦宁·吴尼 总理 For 菲律宾
格洛丽亚·马卡帕加尔-阿罗约 总
理 代表新加坡共和国
吴作栋 总理 代表泰国王国
他信·辛哈瓦塔纳 总理 代表越南社会主
义共和国
潘文凯 总理

附件A 编号 6位HS编码 描述 1 160413 沙丁鱼、鲱鱼和鲯鳅或鲱鱼,整只或切块 2 160414 金枪鱼、鲭鱼和北大西洋鲹鱼,加工或保存 3 180400 可可脂、脂肪和油 4 180500 可可粉,不含添加糖或其他甜味物质

- 5 200820 Pineapples, prepared or preserved
- 6 200949 Other pineapple juice
- 7 261000 Chromium ores and concentrates
- 8 261100 Tungsten ores and concentrates
- 9 270111 Anthracite
- 10 271311 Petroleum coke Not calcined
- 11 271490 Bitumen and asphalt, natural; asphaltites and asphaltic rocks Other
- 12 282120 Earth colours
- 13 282760 lodides and iodide oxides
- 14 283410 Nitrites
- 15 283620 Disodium carbonate
- 16 283650 Calcium carbonate
- 17 283711 Of sodium
- 18 283911 Sodium metasilicates
- 19 283990 Other
- 20 290219 Other
- 21 290220 Benzene
- 22 290243 p-Xylene
- 23 290544 D-glucitol (sorbitol)
- 24 290722 Hydroquinone (quinol) and its salts
- 25 290723 4,4'- Isopropylidenediphenol (bisphenol A, diphenylolpropane) and its salts
- 26 290820 Derivatives containing only sulpho groups, their salts and esters
- 27 290942 Monomethyl ethers of ethylene glycol or of diethylene glycol
- 28 291250 Cyclic polymers of aldehydes
- 29 291614 Esters of methacrylic acid
- 30 291619 Other
- 31 291631 Benzoic acid, its salts and esters
- 32 291735 Phthalic anhydride
- 33 291739 Other
- 34 291829 Other
- 35 292149 Other
- 36 292250 Amino-alcohol-phenols, amino-acid-phenols and other aminocompounds with oxygen function
- 37 292410 Acyclic amides (including acyclic carbamates) and their derivatives; salts thereof
- 38 292990 Other
- 39 293219 Other
- 40 293799 Other
- 41 293890 Other
- 42 294200 Other organic compounds
- 43 320412 Acid dyes and mordant dyes and preparation based
- 44 320416 Reactive dyes and preparations based thereon
- 45 380290 Activated natural mineral products; animal black, including spent animal black
- 46 381230 Anti-oxidising preparations and other compound
- 47 382490 Products, preparations and residual products of the chemical
- 48 401011 Conveyor belts or belting; reinforced only with metal

5 200820 菠萝,制备或保存的 6 200949 其他菠萝汁 7 261000 铬矿石和精矿 8 261100 钨矿石和精矿 9 270111 无烟煤 10 271311 石油焦 - 未煅烧 11 271490 天然沥青和地沥青;沥青质和沥青岩 - 其他 12 282120 土色 13 282760 碘化物和碘氧化物 14 283410 亚硝酸盐 15 283620 碳酸钠 16 283650 碳酸钙 17 283711 氢氧化钠 18 283911 硅酸钠 19 283990 其他 20 290219 其他 21 290220 苯 22 290243 对二甲苯 23 290544 D-甘露糖醇(山梨醇) 24 290722 氢醌(喹啉)及其盐类 25 290723 4,4'-异丙基二苯酚(双酚A,二苯基丙烷)及其盐类 26 290820 仅含磺酸基的衍生物,其盐和酯 27 290942 乙二醇或二乙二醇的单甲醚 28 291250 醛的环状聚合物 29 291614 甲基丙烯酸酯 30 291619 其他31 291631 苯甲酸,其盐和酯 32 291735 邻苯二甲酸酐 33 291739 其他 34 291829 其他35 292149 其他 36 292250 氨基醇酚、氨基酸酚和其他含氧氨基化合物 37 292410 非环酰胺(包括非环碳酰胺)及其衍生物;其盐类 38 292990 其他 39 293219 其他 40 293799 其他 41 293890 其他 42 294200 其他有机化合物 43 320412 酸性染料和媒染染料及其制备 44 320416 活性染料及其制备物 45 380290 活性天然矿物产品;动物黑,包括废弃动物

黑色 46 381230 抗氧化剂制剂和其他化合物 47 382490 化学品产品、制剂和 残留物 48 401011 输送带或传送带;仅用金属加固

- 49 401012 Conveyor belts or belting; reinforced only with textile material
- 50 401013 Conveyor belts or belting; reinforced only with plastics
- 51 401019 Other conveyor belts or belting
- 52 401029 Transmission belts or belting of vulcanised rubber
- 53 401410 Sheath contraceptives
- 54 401519 Gloves, other than surgical
- 55 410441 Full grains, unsplit, grain splits
- 56 441129 Other fiberboard of a density exceeding 0.5 g/cm3 but not exceeding
- 0.8 g/cm3
- 57 441510 Cases, boxes, crates, drums and similar packings; cable-drums
- 58 442010 Statuettes and other ornaments, of wood
- 59 442090 Other
- 60 470100 Mechanical wood pulp
- 61 481139 Other
- 62 481190 Other paper, paperboard, cellulose wadding and webs of cellulose fibers
- 63 481390 Other
- 64 481610 Carbon or similar copying papers
- 65 481910 Cartons, boxes and cases, of corrugated paper or paperboard
- 66 482010 Registers, account books, note books, order books, receipt books, letter pads, memorandum pads, diaries and similar articles
- 67 482040 Manifold business forms and interleaved carbon sets
- 68 482090 Other
- 69 482390 Other
- 70 490110 In single sheets, whether or not folded
- 71 491110 Trade advertising material, commercial catalogues and the like
- 72 491191 Pictures, designs and photographs
- 73 491199 Other
- 74 700521 Float glass: colored throughout the mass (body tinted) specified, flashed or merely surface ground
- 75 731029 Other of cans which are to be closed by soldering or crimping with capacity less than 501
- 76 740110 Copper matte
- 77 740311 Cathode and sections of cathodes
- 78 750110 Nickel mattes
- 79 750210 Unwrought nickel nickel, not alloyed
- 80 780110 Refined lead
- 81 780191 Containing by weight antimony as the principle other element
- 82 800110 Unwrought tin, not alloyed
- 83 841090 Parts, including regulators
- 84 841199 Other
- 85 841320 Hand pumps, other than those of subheading No. 8413.11 or 8413.19
- 86 842839 Continuous-action elevators/conveyors for goods/material
- 87 842890 Other machinery
- 88 843221 Disc harrows
- 89 844820 Parts and accessories of machines of heading No. 84.44 or of their auxiliary machinery
- 90 844832 Of machines for preparing textile fibers, other than card clothing

49 401012 输送带或传送带;仅用纺织材料加固 50 401013 输送带或传送带;仅用塑料加 固 51 401019 其他输送带或传送带 52 401029 硫化橡胶传送带或传送带 53 401410 套管避 孕套 54 401519 非手术用手套 55 410441 全粒, 未劈开, 劈开的谷物 56 441129 密度超过 0.5 g/cm3但不超过0.8 g/cm3的其他纤维板 57 441510 箱、盒、板条箱、鼓和类似包装; 电缆鼓 58 442010 木制小雕像和其他装饰品 59 442090 其他 60 470100 机械木浆 61 481139 其他 62 481190 其他纸、纸板、纤维素填料和纤维素纤维网 63 481390 其他 64 481610 碳纸或类似复写纸 65 481910 瓦楞纸或纸板制的纸箱、 盒和箱 66 482010 注册簿、 账簿、笔记本、订单簿、收据簿、信封、备忘录、日记和类似物品 67 482040 复写业务表 格和夹层碳纸 68 482090 其他 69 482390 其他 70 490110 单张的,是否折叠 71 491110 贸 易广告材料、商业目录等 72 491191 图片、设计和照片 73 491199 其他 74 700521 浮法玻 璃:整体着色(本体着色)指定,焰色或仅表面磨光 75 731029 容量小于5 0 1,需通过焊 接或翻边关闭的罐 76 740110 粗铜 77 740311 阴极和阴极部件 78 750110 粗镍 79 750210 未加工镍 – 非合金镍 80 780110 精炼铅 81 780191 按重量含锑为主要其他元素 82 800110 未加工锡, 非合金 83 841090 零件, 包括调节器 84 841199 其他 85 841320 手 泵,不包括第8413.11或8413.19子目中的那些 86 842839 连续动作货物/材料升降机/输送机 87 842890 其他机械 88 843221 圆盘耙 89 844820 第 84.44 税目机器及其辅助机械的零件 和附件 90 844832 准备纺织纤维的机器, 非卡 clothing

- 91 844833 Spindles, spindle flyers, spinning rings and ring travelers
- 92 844839 Other
- 93 845530 Rolls for rolling mills
- 94 845590 Other parts
- 95 846693 For machines of headings Nos. 84.56 to 84.61
- 96 846789 Other
- 97 846930 Other typewriters, non-electric
- 98 847329 Other
- 99 848071 Injection or compression types
- 100 848079 Other
- 101 848180 Other appliances
- 102 848220 Tapered roller bearings, including cone and tapered roller assemblies
- 103 848299 Other
- 104 848360 Clutches and shaft couplings (including universal joints)
- 105 848410 Gaskets and similar joints of metal sheeting combined with other material or of two or more layers of metal

ANNEX B

No. 6-digit HS

Code Description

- 1 080211 Almonds fresh or dried in shell
- 2 130110 Lac
- 3 130120 Gum Arabic
- 4 130190 Others
- 5 140110 Bamboos
- 6 140120 Rattans
- 7 140190 Other
- 8 170490 Other
- 9 252100 Limestone flux; limestone and other calcareous stone, of a kind used for the manufacture of lime or cement
- 10 252400 Asbestos
- 11 253090 Other
- 12 260700 Lead ores and concentrates
- 13 260800 Zinc ores and concentrates
- 14 260900 Tin ores and concentrates
- 15 261510 Zirconium ores and concentrates
- 16 270112 Bituminous coal
- 17 270400 Coke and semi-coke of coal, of lignite or of peat, whether or not agglomerated; retort carbon
- 18 270820 Pitch coke
- 19 271119 Other
- 20 280920 Phosphoric acid and polyphosphoric acids
- 21 283327 Of barium
- 22 284800 Phospides, whether or not chemically defined, excluding

ferrophosphorus

- 23 292241 Lysine and its esters; salts thereof
- 24 293299 Other
- 25 300390 Other ayurvedic homeopathic and allopathic medicine for therapeutic prophylactic uses, not put up for retail sale

91 844833 纺锭、纺锭飞梭、纺纱环和环行梭 92 844839 其他 93 845530 轧钢机用卷轴 94 845590 其他零件 95 846693 用于第 84.56 至 84.61 号的机器 96 846789 其他 97 846930 其他非电动打字机 98 847329 其他 99 848071 注射式或压缩式 100 848079 其他 101 848180 其他设备 102 848220 锥形滚子轴承,包括锥形和锥形滚子组件 103 848299 其他 104 848360 离合器和轴联接器(包括万向联轴器)105 848410 金属板材垫圈和类似接头,与其他材料组合或由两层或多层金属组成 ANNEX B 编号 6位HS编码描述 1 080211 杏仁带壳新鲜或干燥 2 130110 虫胶 3 130120 阿拉伯树胶 4 130190 其他 5 140110 竹子 6 140120 藤条 7 140190 其他 8 170490 其他 9 252100 石灰石熔剂;石灰石和其他碳酸盐,用于制造石灰或水泥 10 252400 石棉 11 253090 其他 12 260700 铅矿石和精矿 13 260800 锌矿石和精矿 14 260900 锡矿石和精矿 15 261510 锆矿石和精矿 16 270112 烟煤 17 270400 煤焦和褐煤焦,是否压块;回转碳 18 270820 沥青焦 19 271119 其他 20 280920 磷酸和多磷酸 21 283327 钡 22 284800 磷化物,无论是否化学定义,不包括磷铁 23 292241 赖氨酸及其酯;其盐 24 293299 其他 25 300390 其他阿育吠陀、顺势疗法和西医,用于治疗和预防用途,未包装供零售

- 26 401590 Other articles of apparel & clothing accessories
- 27 410110
- Whole hides and skins of bovine animals, of a weight per skin not exceeding 8 kg when simply dried, 10 kg when dry-salted, or 14 kg
- when fresh, wet-salted or otherwise preserved
- 28 410121 - Whole
- 29 410122 - Butts and bends
- 30 410129 - Other
- 31 410130 Other hides and skins of bovine animals, otherwise preserved
- 32 410140 Hides and skins of equine animals
- 33 410310 Raw hides & skins of goats or kids
- 34 410320 Of reptiles
- 35 410390 Other
- 36 410512 Sheep/lamb skin leather otherwise pre-tanned w/n split
- 37 440110 Fuel wood in logs billets etc/in similar forms
- 38 440130 Sawdust and wood waste/scrap whether or not agglomerated in logs,

briquettes, pellets or similar forms

- 39 440320 Wood in rough, coniferous
- 40 440349 Other tropical wood
- 41 440392 Beech wood in rough
- 42 440399 Other wood in rough
- 43 440420 Hoopwood; non-coniferous
- 44 440710 Coniferous
- 45 440729 Other
- 46 440792 Of beech (Fagus spp.)
- 48 440810 Coniferous
- 49 440839 Other of tropical wood
- 50 440890 Veneer sheets plysheets etc of other wood
- 51 440920 Non-coniferous
- 52 441011 Waferboard, including oriented strand board of wood
- 53 441019 Other particle and similar board of wood
- 54 441213 With at least one outer ply of tropical wood specified in Subheading

Note 1 to this Chapter

- 55 441219 Hardwood plywood
- 56 441229 Other plywood with at least one outer ply of non-coniferous wood (excluding one layer of particle board)
- 57 441299 Other plywood, veneered panels and laminated wood panel and laminated wood
- 58 441600 Casks, barrels, vats, tubs and other coopers' products and parts thereof, of wood, including staves
- 59 441820 Doors and their frames and thresholds
- 60 441830 Parquet panels (teak)
- 61 442190 Other articles excluding cloth hangers
- $62\ 480570$ Other paper and paperboard, weighing more than $150\ g/m2$ but less than $225\ g/m2$
- 63 481950 Other packing containers, including record sleeves
- 64 482311 Self-adhesive
- 65 560710 Twine, cordage, robes and cables of jute

26 401590 其他服装和服装配件 27 410110 - 牛的整张皮革和皮革、每张皮革重量不超 过8公斤,简单干燥时,10公斤,干盐时,或14公斤,新鲜、湿盐或以其他方式保存时 28 410121 - - 整张 29 410122 - - 肩部和弯曲部 30 410129 - - 其他 31 410130 - 其他牛 的皮革和皮革,以其他方式保存 32 410140 - 马的皮革和皮革 33 410310 山羊或小山羊 的生皮和皮革 34 410320 - 爬行动物 35 410390 - 其他 36 410512 羊/羔皮皮革,其他预 鞣、未分层 37 440110 原木燃料木材、小原木等/类似形式 38 440130 锯末和木材废料/ 废料,是否压块成原木、briquettes、pellets 或类似形式 39 440320 原木松木 40 440349 其他热带木材 41 440392 山毛榉原木 42 440399 其他原木 43 440420 轮胎木; 非松木 44 440710 松木 45 440729 其他 46 440792 山毛榉(Fagus spp.) 48 440810 松木 49 440839 其他热带木材 50 440890 其他木材的薄木片、胶合板等 51 440920 非 松木 52 441011 薄木片,包括木材定向刨花板 53 441019 其他木材颗粒板和类似板 54 441213 至少有一层外板为该章子目注释1中规定的热带木材 55 441219 硬木胶合板 56 441229 至少有一层外板为非松木的胶合板(不包括一层颗粒板) 57 441299 其他胶合 板、薄木片和层压木 58 441600 桶、桶、罐、桶和其他木制桶匠产品及其部分,包括木 桶 59 441820 门及其框架和门槛 60 441830 拼花板(柚木) 61 442190 其他物品,不 包括布挂钩 62 480570 其他纸和纸板, 重量超过150克/平方米但不到225克/平方米 63 481950 其他包装容器,包括记录套筒 64 482311 自粘性 65 560710 黄麻绳、绳索、披 肩和电缆

- 66 630510 Sacks and bags, of a kind used for the packing of goods made up of jute textile bast fibres: -new
- 67 640312 - Ski-boots, cross-country ski footwear and snowboard boots
- 68 640319 - Other
- 69 640320 Footwear with outer soles of leather, and uppers which consist of leather straps across the instep and around the big toe
- 70 640330 Footwear made on a base or platform of wood, not having an inner sole or a protective metal toe-cap
- 71 640340 Other footwear, incorporating a protective metal toe-cap
- 72 640351 - Covering the ankle
- 73 640359 - Other
- 74 640391 - Covering the ankle
- 75 640399 - Other
- 76 710310 Unworked or simply sawn or roughly shaped
- 77 710391 Rubies, sapphires and emeralds
- 78 710399 Other
- 79 720854 Flat-rolled products, not in coils of a thickness <3 mm, not further worked than hot-rolled, pickled
- 80 722020 Cold rolled products of stainless steel of width less than 600 mm
- 81 830890 Other made up articles including parts
- 82 841191 Of turbo-jets or turbo-propellers
- 83 841480 Other
- 84 841810 Combined refrigerator-freezers, fitted with separate external doors
- 85 842481 Agricultural or horticultural
- 86 842641 On tyres
- 87 842911 Track laying
- 88 842940 Tamping machines and road rollers
- 89 843131 Of lifts, skip hoists or escalators
- 90 843149 Other
- 91 843699 Other
- 92 845221 Automatic units
- 93 845229 Other
- 94 845230 Sewing machine needles
- 95 845320 Machinery for making or repairing footwear
- 96 846039 Other
- 97 846390 Other
- 98 847160 Input or output units, whether or not containing storage units in the same housing
- 99 847180 Other units of automatic data processing machines
- 100 847920 Machinery for the extraction or preparation of animal or fixed vegetable fats or oils
- 101 847950 Industrial robots, not elsewhere specified or included
- 102 848190 Parts
- 103 854129 Other transistors, other than photosensitive transistors
- 104 851180 Other equipment
- 105 870899 Other parts and accessories of vehicles of heading 8701-870
- 106 902290 Other apparatus including parts and accessories of heading 9022
- 107 920790 Other

66 630510 袋和包,用于包装由黄麻纺织韧皮纤维制成的货物的种类: -新 67 640312 - 滑雪靴、越野滑雪鞋和滑雪板靴 68 640319 - - 其他 69 640320 - 鞋底为皮革,鞋面由横跨脚背和围绕大脚趾的皮革带制成的鞋 70 640330 - 在木制基座或平台上制成的鞋,没有内底或保护性金属鞋头盖 71 640340 - 带有保护性金属鞋头盖的其他鞋 72 640351 - - 覆盖脚踝 73 640359 - - 其他 74 640391 - - 覆盖脚踝 75 640399 - - 其他 76 710310 未加工或简单锯切或粗加工 77 710391 红宝石、蓝宝石和祖母绿 78 710399 其他 79 720854 厚度 <3 毫米、未卷曲、未进一步加工的热轧、酸洗的平板产品 80 722020 宽度小于 600 毫米的不锈钢冷轧产品 81 830890 其他组合制品,包括零件 82 841191 涡轮喷气式或涡轮螺旋桨式 83 841480 其他 84 841810 带独立外部门的组合冰箱-冰柜 85 842481 农业或园艺 86 842641 轮胎上 87 842911 轨道铺设 88 842940 夯实机和道路压路机 89 843131 电梯、提升机或自动扶梯 90 843149 其他 91 843699 其他 92 845221 自动单元 93 845229 其他 94 845230 缝纫机针 95 845320 制鞋或修鞋机械 96 846039 其他 97 846390 其他 98 847160 输入或输出单元,是否在同一外壳中包含存储单元 99 847180 自动数据处理机其他单元 100 847920 用于提取或制备动物或固定植物的机械

able

油脂 101 847950 工业机器人,未另行规定或包含 102 848190 零件 103 854129 其他晶体管,除光电晶体管以外 104 851180 其他设备 105 870899 第8701-870税目车辆的其他零件和附件 106 902290 第9022税目包括零件和附件的其他设备 107 920790 其他

108 940330 Wooden furniture of a kind used in offices

109 940360 Other wooden furniture

110 960310 Broom and brushes

111 960629 Other buttons

ANNEX C

POSSIBLE AREAS OF COOPERATION BETWEEN INDIA AND ASEAN UNDER THE EARLY HARVEST PROGRAMME

No Areas of Economic Cooperation

A. Trade and investment promotion and facilitation activities

1 Enhancement of India-ASEAN web linkages to enable better exchange of information on:

customs procedures, rules and regulations;

non-tariff measures (NTMs), including sanitary and

phytosanitary (SPS) and technical barriers to trade (TBT);

intellectual property rights (IPR) rules and regulations;

investment rules and regulations; and

biotechnology.

Identification of focal points in India and ASEAN for the areas highlighted above.

- 2 Trade and investment promotion activities in India and ASEAN via seminars, workshops and trade and investment missions.
- 3 Facilitation of travel for business people through measures such as simplification of documentation, including visas and fees.
- 4 Cooperation in the marketing and trading of agro-products.
- B. Human Resource Development (HRD), Technical Cooperation & Research and Development (R&D)
- 5 Small and medium enterprises (SMEs) and family-owned businesses, including training in entrepreneurship and information and communications technology (ICT).
- 6 ICT and e-commerce.
- 7 Cooperation among intellectual property rights (IPR) agencies in India and ASEAN, including patents and enforcement of IPR rules and regulations.
- 8 Technical cooperation in areas such as:Standards and quality control in agriculture products and agro-processing; Production of pulp and paper from non-wood materials; and Production of pulses, cotton and sugar cane.
- 9 Exchange of publications and information on cotton, jute, kenaf and other textile products.
- 10 Training in lapidary and mine management and safety.
- 11 Establishment of twinning programmes between educational and research institutes.
- C. Other Areas of Cooperation
- 12 Cooperation between tourism agencies of India and ASEAN to boost travel between the two regions.
- 13 Business process outsourcing.
- 14 Media and entertainment services.
- 15 Environmental services.

108 940330 办公室用木质家具 109 940360 其他木质家具 110 960310 扫帚和刷子 111 960629 其他纽扣 附件C 早期收获计划下印度与东盟可能的合作领域 经济合作领域 A. 贸易和投资促进和便利化活动 1 加强印度-东盟网络链接,以实现海关程序、规则和法规;非关税措施(NTMs),包括卫生和植物卫生(SPS)和技术性贸易壁垒(TBT);知识产权(IPR)规则和法规;投资规则和法规;以及生物技术的更好信息交流。确定印度和东盟在上述领域的重点领域。 2 通过研讨会、工作坊和贸易和投资使团在印度和东盟进行贸易和投资促进活动。 3 通过简化文件,包括签证和费用等措施,便利商务人士旅行。 4 在农产品市场营销和贸易中的合作。 B. 人力资源开发(HRD)、技术合作与研究和发展(R&D) 5 中小企业(SMEs)和家族企业,包括创业培训和信息和通信技术(ICT)。 6 信息和通信技术(ICT)和电子商务。 7 印度和东盟知识产权(IPR)机构之间的合作,包括专利和知识产权(IPR)规则和法规的执行。 8 在以下领域的技术合作:农产品和农产品加工的标准和质量控制;非木材材料的纸浆和纸张生产;以及豆类、棉花和甘蔗的生产。 9 在棉花、黄麻、黄麻和其他纺织品上交流出版物和信息。 10 宝石加工培训、矿山管理和安全。 11 在教育和研究机构之间建立双联计划。 C. 其他合作领域 12 印度和东盟旅游机构之间的合作,以促进两个地区之间的旅行。 13 业务流程外包。 14 媒体和娱乐服务。 15 环境服务。