

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.

以所有有关方可接受的方式和速度进行。协议应包括对其中承诺的实施时间表。

第九条

最惠国待遇

印度应在本协议签署之日起，继续对所有非WTO的东盟成员国给予与WTO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构成对在相同条件下存在的或印度-东盟自由贸易区内贸易的隐蔽限制的方式对缔约方之间或相互之间进行任意或不合理的歧视为条件的情况下，本协定中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艺术、历史和考古价值的物品的措施，或其认为为保护公共道德所必需的此类其他措施，或为保护人类、动物或植物的生命、健康以及保护不可再生自然资源而采取的措施。

ARTICLE 11

争端解决机制

- (1) 各方应在本协定生效之日起一年内建立适当的正式争端解决程序和机制，以供本协定之目的。
- (2) 在根据上述第1段建立正式争端解决程序和机制之前，有关对本协定解释、实施或适用的任何争端应通过相互协商友好解决。

ARTICLE 12

谈判的制度安排

- (1) 应设立东盟-印度贸易谈判委员会（TNC），以执行本协定中规定的谈判计划。
- (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（东盟-印度磋商）会议，向印度商业和工业部长和东盟经济部长（东盟-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举行地，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。

ARTICLE 13

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。