

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and countervailing measures, shall, in the interim, be applicable to the products covered under the EHP and shall be superseded and replaced by the relevant disciplines negotiated and agreed to by the Parties under Article 3(8) of this Agreement once these disciplines are implemented.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

2004年7月1日的。

(3) 早期收获计划（EHP）适用的产品范围、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如下：

(a) 产品范围

各方同意交换关税减免的普通产品列于附件A。

印度给予新东盟成员国关税减免的产品列于附件B。

(b) 关税减让和消除的方式

早期收获计划项下产品的关税减让和消除方式应根据本协议第8(2)条最终确定。

(c) 非关税措施取消

为充分实现早期收获计划的潜在利益，各方应促进和便利早期收获计划所列产品的贸易。各方还应努力避免使用对早期收获产品贸易产生不利影响非关税措施。

(d) 原产地规则

早期收获计划项下产品应根据本协议第8(2)条达成原产地规则，以获得关税优惠。

(e) WTO条款的适用

适用于早期收获计划（EHP）项下产品的WTO条款，包括对承诺的修改、保障措施、紧急措施和其他贸易救济措施（包括反倾销、补贴和反补贴措施），在过渡期内应适用；一旦这些纪律得到实施，这些条款将被本协议第3(8)条下由方谈判和同意的相关纪律所取代和替代。

(4) 方还应探讨附件C中列出的领域的合作可行性。

ARTICLE 8

时间框架

(1) 对于货物贸易，关于本协议第3条中规定的关税减让/消除和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日之前结束，以建立印度-东盟自由贸易协定。

(2) 关于第3条和第7条下货物贸易的原产地规则以及第7条下关税减让/消除方式的谈判应不迟于2004年7月31日结束。

(3) 对于服务贸易和投资，相关协议的谈判应于2005年启动，并在2007年结束。服务与投资领域的识别、自由化等，应根据双方共同商定的时间框架，随后最终确定以供实施：

(a) 考虑各方的敏感行业；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，各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经济合作领域达成协议。各方应迅速采取行动，以便尽早以各方均可接受的方式实施。

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任何或不合理的歧视方式在相同条件下对各方之间构成歧视，或在本印度-东盟自由贸易协定内部构成伪装的贸易限制的情况下，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，或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。

ARTICLE 11
争端解决机制
(1) 各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。

ARTICLE 12
谈判机构安排
(1) 应设立东盟-印度贸易谈判委员会（TNC），以进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。