

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.

方式，并以所有有关方可接受的速度进行。协议应包括其中承诺的实施时间框架。

第九条

最惠国待遇

印度应在本协议签署之日起，继续对所有非 WTO 的东盟成员国根据 WTO 规则和纪律给予最惠国（MFN）待遇。

第十条

一般例外

在满足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手段，或构成印度-东盟自贸协定内的伪装贸易限制的前提下，本协议的任何条款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，以用于本协议的目的。
- (2) 在上述第1段规定的正式争端解决程序和机制建立之前，有关本协议的解释、实施或适用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和东盟经济部长（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

其他条款

- (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得影响或使一方根据其作为一方签署的现有协议所享有的权利和义务失效。

(3) 各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）个月内通知其他各方。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一方自愿进行。有关东盟成员国应

在稍后的日期根据相同的条款和条件参与本协议的实施，包括其他各方在参与时可能已做出的任何进一步承诺。

ARTICLE 14
修正案
本协议的条款可通过各方书面共同同意的修正案进行修改。

ARTICLE 15
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 16
生效
(1) 本协议应于2004年7月1日生效。

(2) 各方应于2004年7月1日之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完成内部程序之日起对该方生效。然而，有关各方应受相同条款和条件的约束，包括在该通知发出时其他各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方。

为证明本协议之签署，我们于2003年10月8日在巴厘岛签署了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。
本协议一式两份，以英文文本签署于巴厘岛，2003年10月8日。印度共和国代表。

阿塔尔·比哈里·瓦杰帕伊 总
理