

necessary. The type and duration of the measure should not go beyond what is strictly necessary to remedy the situation.

Article 14
Sanitary and phytosanitary measures

1. The Contracting Parties shall apply their regulations in sanitary and phytosanitary matters in a non-discriminatory fashion and shall not introduce any measures that have the effect of unduly obstructing trade.
2. The veterino-sanitary measures and the work of the veterinary services will be in accordance with the WTO Agreement on the Application of Sanitary and Phytosanitary Measures.
3. The phytosanitary measures and the work of the plant protection service will be in accordance with the WTO Agreement on the Application of Sanitary and Phytosanitary Measures.
4. The measures related to the veterinary and phytosanitary control between the Contracting Parties shall be harmonised in accordance with the legislation of the EU.
5. The Contracting Parties undertake the obligation to exchange regularly the information on the level of sanitary and phytosanitary protection of animals, plants and products.

CHAPTER III – GENERAL PROVISIONS

Article 15
Rules of origin and co-operation in customs administration

1. The Contracting Parties agree to apply the harmonized Pan European preferential rules of origin in the mutual trade, including all existing and further amendments thereto. In case the Pan European rules of origin are amended, the Joint Committee shall make a decision on amending rules of origin.
2. Protocol 1 to this Agreement lays down the rules of origin and related methods of administrative co-operation.
3. The Contracting Parties shall take appropriate measures, including regular reviews by the Joint Committee and arrangements for administrative co-operation, to ensure effective and harmonised application of the European rules of origin and Articles 2, 4 to 7, 9 to 12, 16, 26 to 28 of this Agreement, and to reduce, as far as possible, the formalities imposed on trade, and to achieve mutually satisfactory solutions to any difficulties arising from the operation of those provisions.

Article 16
Internal taxation

1. The Contracting Parties shall refrain from any measure or practice of an internal fiscal nature establishing, whether directly or indirectly, discrimination between the products originating in the Contracting Parties.

必要的。措施的类型和期限不应超出为补救局势而严格必要的范围。

第14条 卫生与植物卫生措施

1. 缔约方应以非歧视方式实施其卫生与植物卫生事务法规，且不得采取任何可能不当阻碍贸易的措施。2. 兽医卫生措施及兽医服务工作应符合《世界贸易组织卫生与植物卫生措施应用协定》。3. 植物卫生措施及植物保护服务工作应符合《世界贸易组织卫生与植物卫生措施应用协定》。4. 缔约方之间关于兽医与植物卫生控制的措施应根据欧盟立法进行协调。5. 缔约方承担定期交换关于动物、植物及产品卫生与植物卫生保护水平信息的义务。

第三章 一般规定

第15条 原产地规则与海关管理合作

1. 缔约方同意在双边贸易中适用统一的泛欧洲优惠原产地规则，包括其所有现行及未来修正案。若泛欧洲原产地规则发生修订，联合委员会应作出修订原产地规则的决定。2. 本协议议定书1规定了原产地规则及相关行政合作方法。3. 缔约方应采取适当措施，包括联合委员会定期审议和行政合作安排，以确保欧洲原产地规则及本协议第2条、第4至7条、第9至12条、第16条、第26至28条的有效统一实施，并尽可能减少贸易手续，同时就这些条款实施过程中产生的任何困难达成相互满意的解决方案。

第16条 国内税

1. 缔约方应避免采取任何具有国内财政性质的措施或做法，无论是直接还是间接地，在缔约方原产产品之间造成歧视。

2. Products exported to the territory of one of the Contracting Parties may not benefit from repayment of internal taxation in excess of the amount of indirect taxation imposed on them.

Article 17
General exceptions

This Agreement shall not preclude prohibitions or restrictions on imports, exports or traffic of goods in transit justified on grounds of public morality, public order or public security; the protection of health and life of humans, animals or plants; the protection of national treasures of artistic, historic or archaeological value; the protection of intellectual property or the rules relating to gold and silver, the protection of environment or the conservation of exhaustible natural resources, if such measures are applied in conjunction with restrictions on domestic production or consumption. Such prohibitions or restrictions shall not, however, constitute a mean of arbitrary discrimination or a disguised restriction on trade between the Contracting Parties.

Article 18
Security exceptions

Nothing in this Agreement shall prevent a Contracting Party from taking any appropriate measure which it considers necessary:

- a) to prevent the disclosure of information contrary to its essential security interests;
- b) for the protection of its essential security interests or for the implementation of international obligations or national policies:
 - i) relating to the traffic in arms, ammunition and implements of war, provided that such measures do not impair the conditions of competition in respect of products not intended for specifically military purposes, and to such traffic in other goods, materials and services as is carried on directly or indirectly for the purpose of supplying a military establishment; or
 - ii) relating to the non proliferation of biological and chemical weapons, nuclear weapons or other nuclear explosive devices; or
 - iii) taken in time of war or other serious international tension.

Article 19
State monopolies

- 1. The Contracting Parties shall adjust progressively any state monopoly of a commercial character so as to ensure that by the date of entry into force of this Agreement, no discrimination regarding the conditions under which goods are procured and marketed exists between nationals of the Contracting Parties.
- 2. The Joint Committee shall be informed about the measures adopted to implement this objective.
- 3. The provisions of this Article shall apply to any body through which the competent authorities of the Contracting Parties, in law or in fact, either directly or indirectly supervise, determine or appreciably influence imports or exports between the

2. 出口至任一缔约方领土的产品，其获得的国内税退还金额不得超过对其征收的间接税金额。

**第十七条 一般
例外**

本协议不得妨碍缔约方基于以下理由对进口、出口或过境货物运输实施禁止或限制：公共道德、公共秩序或公共安全；保护人类、动物或植物的健康与生命；保护具有艺术、历史或考古价值的国家珍宝；保护知识产权或金银相关法规，环境保护或可耗尽自然资源保护，但此类措施须与对国内生产或消费的限制同时实施。然而，此类禁止或限制不得构成对缔约方间贸易的任意歧视或变相贸易限制。

**第十八条 安全
例外**

本协议任何规定不得阻止缔约方采取其认为必要的任何适当措施：

- a) 防止泄露违背其基本安全利益的信息； b) 为保护其基本安全利益或履行国际义务或国家政策： i) 涉及武器、弹药和战争工具运输，前提是此类措施不影响非专门用于军事目的的产品的竞争条件，以及直接或间接为供应军事机构而进行的其他商品、材料和服务运输；或 ii) 涉及生物和化学武器、核武器或其他核爆炸装置的不扩散；或 iii) 在战争时期或其他严重国际紧张局势下采取的措施。**第十九条 国家垄断**

1. 缔约方应逐步调整具有商业性质的国家垄断，以确保在本协定生效日期前，缔约方国民之间在商品采购和销售条件方面不存在歧视。2. 联合委员会应被告知为实现此目标所采取的措施。3. 本条规定适用于缔约方主管当局在法律上或事实上直接或间接监督、决定或显著影响双方

Contracting Parties. These provisions shall likewise apply to monopolies delegated by the State to other bodies.

Article 20
Payments

1. Payments in freely convertible currencies relating to trade in goods between the Contracting Parties and the transfer of such payments to the territory of the Contracting Party where the creditor resides shall be free from any restrictions.
2. The Contracting Parties shall refrain from any foreign exchange or administrative restrictions on the grant, repayment or acceptance of short or medium term credits to trade in goods in which person residing in one of the Contracting Parties participates.
3. Notwithstanding the provisions of paragraph 2 of this Article, all measures concerning current payments connected with the movement of goods shall be in conformity with the conditions laid down under Article VIII of the Agreement of the International Monetary Fund and shall be applied on a non-discriminatory basis.

Article 21
Rules of competition concerning undertakings

1. The following are incompatible with the proper functioning of this Agreement insofar as they may negatively affect trade between the Contracting Parties:
 - a) all agreements between undertakings, decisions by associations of undertakings or concerted practices between undertakings which have as their object or effect the prevention, restriction or distortion of competition;
 - b) abuse by one or more undertakings of a dominant position in the whole territory of one of the Contracting Parties or in a substantial part thereof.
2. The provisions of paragraph 1 of this Article shall apply to the activities of all undertakings including public undertakings and undertakings to which the Contracting Parties grant special or exclusive rights. Undertakings entrusted with the operation of services of general economic interest or those having the character of a revenue-producing monopoly, shall be subject to provisions of paragraph 1 of this Article insofar as the application of these provisions does not obstruct the performance, in law or in fact, of the particular public tasks assigned to them.
3. With regard to products referred to in Chapter II of this Agreement the provisions of paragraph 1 a) of this Article shall not apply to such agreements, decisions and practices which form an integral part of a national market organisation.
4. If either Contracting Party considers that a given practice is incompatible with paragraphs 1, 2 and 3 of this Article and if such practice causes or threatens to cause serious prejudice to the interest of that Contracting Party or material injury to its domestic industry, it may take appropriate measures under the conditions and in accordance with the procedure laid down in Article 30 of this Agreement.

Article 22
State aid

进出口的任何机构。这些规定同样适用于国家委托给其他机构的垄断。

**第20条 支
付**

1. 缔约方之间货物贸易相关的自由兑换货币支付及将该类支付转移至债权人居住地缔约方领土的行为，应不受任何限制。
2. 缔约方应避免对涉及一方缔约方居民参与的货物贸易的短期或中期信贷的发放、偿还或接受实施任何外汇或行政限制。
3. 尽管有本条第2款规定，所有与货物流动相关的经常性支付措施均应符合《国际货币基金组织协定》第八条规定的条件，并应以非歧视性基础实施。

第21条 关于企业的竞争规则

1. 下列行为因可能对缔约方间贸易产生负面影响，与本协定的正常运作不相容：
 - a) 所有以阻碍、限制或扭曲竞争为目的或效果的企业间协议、企业协会决定或企业间协同行为；
 - b) 一个或多个企业在任一缔约方全部或部分领土内滥用支配地位的行为。
2. 本条第一款的规定应适用于所有企业的活动，包括公共企业以及缔约方授予特殊权利或专有权的企业。被委托运营普遍经济利益服务或具有创收垄断性质的企业，在适用这些规定不会在法律或事实上妨碍其承担特定公共任务的情况下，应受本条第一款的约束。
3. 对于本协定第二章所述产品，本条第一款a项的规定不适用于构成国家市场组织组成部分的此类协议、决定和做法。
4. 如任一缔约方认为某项做法不符合本条第一、二、三款规定，且该做法对该缔约方利益造成或威胁造成严重损害，或对其国内产业造成实质损害，则该缔约方可依照本协定第30条规定的条件和程序采取适当措施。

**第22条 国
家援助**

1.

Any aid granted by a Contracting Party or through state resources in any form whatsoever which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods shall, insofar as it may affect trade between the Contracting Parties, be incompatible with the proper functioning of this Agreement.
2.

For agricultural products the provisions of paragraph 1 of this Article shall comply with the relevant WTO Agreements.
3.

The Contracting Parties shall ensure transparency in the area of state aid, *inter alia*, by reporting annually to the Joint Committee on the total amount and the distribution of the aid given and by providing to the other Contracting Party, upon request, information on aid schemes and on particular individual cases of state aid.
4.

If a Contracting Party considers that a particular practice:

- is incompatible with the terms of paragraph 1 of this Article, or

- causes or threatens to cause serious prejudice to the interest of that Contracting Party or material injury to its domestic industry,

it may take appropriate measures under the conditions of and in accordance with the provisions laid down in Article 30 of this Agreement.
5.

Such appropriate measures may only be taken in conformity with the procedures and under the conditions laid down by the Agreement establishing WTO, particularly the GATT 1994 and any other relevant instrument negotiated under their auspices, which are applicable between the Contracting Parties.

Article 23

Public procurement

1.

The Contracting Parties consider the liberalization of their respective public procurement markets as an objective of this Agreement. The Contracting Parties aim at opening up of the award of public procurement on the basis of non-discrimination and reciprocity.
2.

The Contracting Parties will progressively develop their respective rules, conditions and practices on public procurement and shall grant suppliers of the other Contracting Party access to contract award procedures on their respective public procurement markets not less favourable than that accorded to companies of any third country.
3.

The Joint Committee shall examine developments related to the achievement of the objectives of this Article and may recommend practical modalities of implementing the provisions of paragraph 2 of this Article so as to ensure free access, transparency and full balance of rights and obligations. During the examination referred to this paragraph from this article, the Joint Committee may consider, especially in the light of international regulations in this area, the possibility of extending the coverage and/or the degree of the market opening provided for in paragraph 2 of this Article.
4.

The Contracting Parties shall endeavour to accede to the relevant Agreements negotiated under the auspices of the GATT 1994 and the Agreement establishing the WTO.

1.

任一缔约方通过国家资源以任何形式提供的援助，若因偏袒特定企业或特定商品的生产而扭曲或威胁扭曲竞争，且可能影响缔约方之间的贸易，则此类援助与本协定的正常运作不相容。

2.

对于农产品，本条第1款的规定应符合相关世贸组织协议。

3.

缔约方应确保国家援助领域的透明度，*inter alia*，具体方式包括每年向联合委员会报告援助总额及分配情况，并根据请求向另一缔约方提供有关援助计划及国家援助具体个案的信息。

4.

若一缔约方认为某项具体做法：

- 不符合本条第1款的规定，或

- 导致或威胁导致对该缔约方利益的严重损害或对其国内产业的实质损害，

则该缔约方可依照本协定第30条规定的条件和条款采取适当措施。

5.

此类适当措施仅可按照建立世界贸易组织的协议（特别是1994年关税及贸易总协定）及其框架下谈判达成的其他相关文书中规定的程序与条件采取，且这些文书应在缔约方之间适用。

第23条 公共采购

1.

缔约方将各自公共采购市场的自由化视为本协定的目标之一，并致力于在非歧视与互惠基础上开放公共采购授予程序。

2.

缔约方应逐步完善各自关于公共采购的规则、条件及实践，并确保另一缔约方供应商在其公共采购市场中参与合同授予程序的待遇不低于任何第三国企业所获待遇。

3.

联合委员会应审查本条目标实现的相关进展，并可建议实施本条第2款规定的实际操作模式，以确保自由准入、透明度及权利与义务的充分平衡。在根据本条款进行审查时，联合委员会可特别考虑该领域国际法规，研究扩大本条第2款规定的市场开放范围及/或程度的可能性。

4.

缔约方应努力加入在1994年关税及贸易总协定和建立世界贸易组织的协定框架下谈判达成的相关协定。

Article 24
Intellectual Property Rights

1. The Contracting Parties shall grant and ensure adequate and effective protection of intellectual property rights on a non-discriminatory basis, including effective measures for enforcing such rights against infringement, and particularly against counterfeiting and piracy. The Contracting Parties agree to comply with the substantive standards of the multilateral agreements listed in Annex 4 of this Agreement.
2. For the purpose of this Agreement the term "intellectual property" refers to: protection of copyright and related rights, including computer programs and databases, the rights of inventors, design creators, the patent rights and inventions or utility models, trade marks, industrial designs and topographies of integrated circuits, geographical indications including mark of origin, as well as undisclosed information including “know-how”.
3. In fulfilment of their commitments under international agreements and legislation in the field of intellectual property rights, the Contracting Parties to this Agreement shall not grant to nationals of the state of the other Contracting Party treatment less favourable than that accorded to nationals of any third state.
4. The Contracting Parties shall co-operate in matters of intellectual property. Upon request of a Contracting Party, they shall hold expert consultations on these matters, in particular on activities relating to the existing or to future international conventions concerning the harmonisation, administration and enforcement of intellectual property and on activities in international organisations, such as the WTO, World Intellectual Property Organisation, as well as on the relations of the Contracting Parties with any third country on intellectual property matters.
5. The implementation of this article shall be regularly assessed by the Contracting Parties. Upon difficulties in trade in relation with the rights of intellectual property, any of the Contracting Parties may request urgent consultations for finding mutually satisfactory solution.

Article 25
Antidumping and countervailing measures

Nothing in this Agreement shall prejudice or affect in any way the taking, by either Contracting Party of anti-dumping or countervailing measures in accordance with the Agreement on Implementation of Article VI of the GATT 1994 and the Agreement on Subsidies and Countervailing Measures.

Article 26
General safeguards

Where any product is being imported in such increased quantities and under conditions as to cause or threaten to cause:

- a) serious injuries to domestic producers of like or directly competitive products in the territory of the importing Contracting Party, or

第二十四条 知识产权

1. 缔约方应在非歧视性基础上授予并确保对知识产权提供充分有效的保护，包括采取有效措施制止侵权行为，特别是制止假冒和盗版行为。缔约方同意遵守本协定附件四所列多边协定的实质性标准。
2. 为本协定之目的，“知识产权”一词指：版权及相关权利的保护，包括计算机程序和数据库、发明人与设计创作者的权利、专利权及发明或实用新型、商标、工业设计和集成电路布图设计、包括原产地标记在内的地理标志，以及包括“专有技术”在内的未披露信息。
3. 为履行其在知识产权领域国际协议和立法项下的承诺，本协定缔约方不得给予另一缔约方国民的待遇低于其给予任何第三国国民的待遇。
4. 缔约方应在知识产权事务上开展合作。应一缔约方请求，双方应就此类事务举行专家磋商，特别是关于涉及现有或未来有关知识产权协调、管理和执行的国际公约的活动，以及关于世界贸易组织、世界知识产权组织等国际组织中的活动，并关于缔约方与任何第三国在知识产权事务上的关系。
5. 本条的实施情况应由缔约方定期评估。当涉及知识产权的贸易权利出现困难时，任何缔约方可请求紧急磋商以寻求双方满意的解决方案。

第二十五条 反倾销与反补贴措施

本协定任何条款均不得妨碍或影响任一缔约方根据《1994年关贸总协定第六条执行协议》及《补贴与反补贴措施协议》采取反倾销或反补贴措施。

第二十六条 一
般保障措施

若任何产品进口数量激增且其进口条件导致或威胁导致：

- a) 进口缔约方领土内同类或直接竞争产品的国内生产者遭受严重损害，或

- b) serious disturbances in any related sector of the economy or difficulties which could bring about serious deterioration in the economic situation of a certain region;

the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedure laid down in Article 30 of this Agreement.

Article 27
Structural adjustment

1. Exceptional measures of limited duration which are not in accordance with the provisions of Article 4 of this Agreement may be taken by any of the Contracting Parties in the form of increased customs duties.
2. These measures may only concern infant industries, or certain sectors undergoing restructuring or facing serious difficulties, particularly where these difficulties produce important social problems.
3. Customs duties on imports applicable in one of the Contracting Parties to products originating in the other Contracting Party introduced in accordance with the paragraphs 1 and 2 of this Article may not exceed 25% ad valorem and shall maintain an element of preference in customs duties for products originating in the other Contracting Party. The total value of imports of the products which are subject to these measures may not exceed 15% of total imports of industrial products from the other Contracting Party as defined in Chapter I of this Agreement, during the last year for which statistics are available.
4. Temporary measures may be applied for a period not exceeding the transitional period determined in paragraph 1, Article 1 of this Agreement.
5. The Contracting Party concerned shall inform the other Contracting Party of any exceptional measures it intends to take and, at the request of the other Contracting Party, consultations shall be held immediately within the Joint Committee on such measures and the sectors to which they apply. When taking such measures the Contracting Party concerned shall provide the Joint Committee with a schedule for the elimination of the customs duties introduced under this Article. This schedule shall provide for a phasing out of these duties starting at the latest two years after their introduction, at equal annual rates. The Joint Committee may decide on a different schedule.

Article 28
Re-export and serious shortage

Where compliance with the provisions of Articles 5 and 6 of this Agreement leads to:

- a) re-export towards a third country against which the exporting Contracting Party maintains for the product concerned quantitative export restrictions, export duties or measures or charges having equivalent effect; or
- b) a serious shortage, or threat thereof, of a product essential to the exporting Contracting Party;

- b) 经济任何相关领域出现严重干扰，或可能导致某一地区经济状况严重恶化的困难；

相关缔约方可根据本协定第30条规定的条件和程序采取适当措施。

第27条 结构调整

1. 任何缔约方均可采取不符合本协定第4条规定的有限期限例外措施，形式为增加关税。2. 这些措施仅可针对幼稚产业，或正在进行重组或面临严重困难的特定部门，特别是当这些困难导致重大社会问题时。3. 根据本条第一段和第二段规定，缔约一方对源自另一缔约方的产品实施的进口关税不得超过25%的从价税，并保持对源自另一缔约方产品的关税优惠。受这些措施影响的进口产品总值不得超过本协定第一章定义的、统计可得的最近一年从另一缔约方进口工业产品总量的15%。4. 临时措施的适用期限不得超过本协定第1条第1款确定的过渡期。5. 相关缔约方应将其拟采取的任何例外措施通知另一缔约方，并在另一缔约方请求下，立即在联合委员会内就此类措施及其适用部门进行磋商。相关缔约方在采取此类措施时，应向联合委员会提供根据本条引入关税的消除时间表。该时间表应规定最迟在引入关税两年后开始以相等年率逐步取消这些关税。联合委员会可决定不同的时间表。

第28条 再出口和严重短缺

当遵守本协定第5条和第6条的规定导致：

- a) 针对出口缔约方对相关产品维持出口数量限制、出口税或具有等效效果的措施或收费的第三国进行再出口；或 b) 出口缔约方的必需品出现严重短缺或其威胁；

and where the situations referred to above give rise or are likely to give rise to major difficulties for the exporting Contracting Party, it may take appropriate measures under the conditions and in accordance with the procedures laid down in Article 30 of this Agreement.

Article 29
Fulfilment of obligations

1. The Contracting Parties shall take any measures required to fulfil their obligations under this Agreement to ensure that the objectives set out in this Agreement are attained.
2. If one Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under this Agreement, the Contracting Party concerned may take appropriate measures under the conditions and in accordance with the procedure laid down in Article 30 of this Agreement.

Article 30
Procedure for the application of safeguard measures

1. Before initiating the procedure for the application of safeguard measures set out in the following paragraphs of this Article, the Contracting Parties shall endeavour to solve any differences between them through direct consultations.
2. In the event of either Contracting Party subjecting imports of products liable to give rise to the situation referred to in Article 26 of this Agreement to an administrative procedure having as its purpose the rapid provision of information on the trade flows, it shall inform the other Contracting Party.
3.
 - a) With regard to Articles 25, 26 and 28 of this Agreement, the Joint Committee shall examine the case or the situation and may take any decision needed to put an end to the difficulties notified by the Contracting Party concerned. In the case of the absence of such decision within 30 days from the date of the matter being referred to the Joint Committee, the Contracting Party concerned may adopt the necessary measures in order to remedy the situation.
 - b) As regards Article 29 of this Agreement, the Contracting Party concerned may take appropriate measures after the consultations have been concluded or a period of three months has elapsed from the date of the first written notification to the other Contracting Party.
 - c) With regard to Articles 21 and 22 of this Agreement, the Contracting Party concerned shall give the Joint Committee all the assistance required in order to examine the case and, where appropriate, eliminate the practice objected to. If the Contracting Party in question fails to put an end to the practice objected to within the period fixed by the Joint Committee, or if the Joint Committee fails to reach an agreement within thirty working days of the matter being referred to it, the Contracting Party concerned may adopt the appropriate measures to deal with the difficulties resulting from the practice in question.
4. The safeguard measures taken shall be immediately notified to the other Contracting Party. With regard to their extent and to their duration, measures shall be limited to what is strictly necessary in order to rectify the situation giving rise to their

且当上述情况导致或可能导致出口缔约方出现重大困难时，该缔约方可依照本协定第30条规定的条件和程序采取适当措施。

第29条 义务的履行

1. 缔约方应采取一切必要措施履行本协定项下的义务，以确保实现本协定规定的目标。
2. 如一缔约方认为另一缔约方未履行本协定项下的义务，该缔约方可在本协定第30条规定的条件下并按照该条规定的程序采取适当措施。

第30条 保障措施的申请程序

1. 在启动本条下列款项规定的保障措施申请程序前，缔约方应努力通过直接磋商解决彼此间的分歧。
2.
 - a) 如任一缔约方对可能引发本协定第二十六条所述情况的产品进口实施旨在快速提供贸易流量信息的行政程序，则应通知另一缔约方。
 - b) 关于本协定第29条，有关缔约方可在磋商结束后或自向另一缔约方发出首次书面通知之日起三个月期限届满后采取适当措施。
 - c) 关于本协定第21条和第22条，有关缔约方应向联合委员会提供审查案件所需的一切协助，并在适当时消除受质疑的做法。若有关缔约方未能在联合委员会规定的期限内终止受质疑的做法，或联合委员会未能在该事项提交其后的30个工作日内达成协议，则有关缔约方可采取适当措施以应对由该做法引起的困难。
4. 采取的保障措施应立即通知另一缔约方。关于措施的范围和期限，应严格限于纠正引发其申请的情况所必需的程度，且不得超过相关做法或困难造成的损害。应优先选择对本协定运行干扰最小的措施。缔约方针对另一缔约方的作为或不作为采取的措施，仅可影响与该缔约方的贸易。

application and shall not be in excess of the injury caused by the practice or the difficulty in question. Priority shall be given to measures which will least disturb the functioning of this Agreement. The measures taken by a Contracting Party against an action or an omission of the other Contracting Party may only affect the trade with that Contracting Party.

5. The safeguard measures taken shall be the object of periodic consultations within the Joint Committee with a view to their relaxation as soon as possible, or abolition when conditions no longer justify their maintenance.
6. Where exceptional circumstances requiring immediate action make prior examination impossible, the Contracting Party concerned may, in the cases of Articles 25, 26 and 28 of this Agreement, apply forthwith the provisional measures necessary to remedy the situation. Those measures taken shall be notified to the other Contracting Party without delay, and consultations between the Contracting Parties shall take place as soon as possible within the Joint Committee.
7. Without prejudice to paragraph 6 of this Article, a Contracting Party which considers resorting to safeguard measures shall promptly notify in writing the other Contracting Party thereof and supply all relevant information. Consultations between the Contracting Parties shall take place without delay within the Joint Committee with a view to finding a solution acceptable to both Contracting Parties.

Article 31

Balance of payments difficulties

1. The Contracting Parties shall endeavour to avoid the imposition of restrictive measures including measures relating to imports for balance of payments difficulties.
2. Where one of the Contracting Parties is in serious balance of payments difficulties, or under imminent threat thereof, the Contracting Party concerned may, in accordance with the conditions established under the GATT 1994 and Article VIII of the Articles of Agreement of the International Monetary Fund, adopt restrictive measures, including measures related to imports, which shall be of limited duration and may not go beyond what is necessary to remedy the balance of payments situation. The measures shall be progressively relaxed as balance of payments conditions improve and they shall be eliminated when conditions no longer justify their maintenance. The Contracting Party concerned shall inform the other Contracting Party forthwith of their introduction and, whenever practicable, of a time schedule for their removal.

Article 32

Evolutionary clause

1. Where one Contracting Party considers that it would be useful in the interests of the economies of the Contracting Parties to develop and deepen the relations established by this Agreement by extending them to fields not covered thereby, it shall submit a reasoned request to the other Contracting Party. The Joint Committee shall examine such request and, where appropriate, shall make recommendations, particularly with a view to opening negotiations.
2. Agreements resulting from the procedure referred to in paragraph 1 of this Article will be subject to ratification by the Contracting Parties in accordance with their internal legislation.

申请且不得超过该做法或相关困难所造成的损害。应优先考虑对本协定运作干扰最小的措施。一缔约方针对另一缔约方的作为或不作为所采取的措施，应仅影响与该缔约方之间的贸易。

5. 采取的保障措施应成为联合委员会内定期磋商的对象，以期尽快放宽或废除这些措施，当条件不再证明其维持是合理的时候。
6. 在需要立即采取行动的例外情况下，若无法进行事先审查，相关缔约方可在本协定第25条、第26条和第28条的情况下立即采取必要的临时措施以补救局势。所采取的措施应立即通知另一缔约方，并尽快在联合委员会内进行缔约方之间的磋商。
7. 在不影响本条第六款的情况下，考虑采取保障措施的缔约方应立即书面通知另一缔约方，并提供所有相关信息。缔约方之间的磋商应立即在联合委员会内进行，以寻求双方均可接受的解决方案。

第31条 国际收支困难

1. 缔约方应努力避免采取包括与国际收支困难相关的进口措施在内的限制性措施。
2. 如某一缔约方遭遇严重国际收支困难或面临迫在眉睫的此类威胁，该缔约方可根据《1994年关税及贸易总协定》及《国际货币基金组织协定》第八条规定的条件，采取包括与进口相关的限制性措施。此类措施应具有有限期限，且不得超过补救国际收支状况所需的必要限度。随着国际收支状况改善，这些措施应逐步放宽，并在条件不再具备维持理由时予以消除。相关缔约方应立即将措施实施情况通知另一缔约方，并在可行时提供取消措施的时间表。

第三十二条 演进

条款

1. 若一缔约方认为，为缔约方经济体利益计，有必要通过将本协定适用范围扩展至未涵盖领域来发展和深化本协定所确立的关系，应向另一缔约方提交合理请求。联合委员会应审查该请求，并在适当时提出建议，特别是为启动谈判提供指导。
2. 根据本条第1款所述程序达成的协议，须由缔约方依照其国内立法予以批准。

Article 33
Services and investment

1. The Contracting Parties recognise the growing importance of certain areas, such as services and investments. In their efforts to gradually develop and broaden their co-operation, in particular in the context of the European integration, the Contracting Parties will co-operate with the aim of achieving a progressive liberalisation and mutual opening of markets for investments and trade in services, taking into account relevant provisions of the General Agreement on Trade in Services.
2. The matter related to the opening of markets for investments and trade in services shall be regulated by the specific bilateral agreements.

Article 34
Customs unions, free trade zones and frontier trade

1. This Agreement shall not prevent the maintenance or establishment of customs unions, free trade zones or arrangements for frontier trade to the extent that these do not negatively affect the trade regime between the Contracting Parties and in particular the provisions concerning rules of origin provided for by this Agreement.
2. Upon request the Contracting Parties shall inform each other of any agreement establishing customs union or free trade areas.

Article 35
The Joint Committee

1. A Joint Committee is hereby established and shall be composed of the representatives of the Contracting Parties.
2. The implementation of this Agreement shall be supervised and administered by the Joint Committee.
3. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Contracting Party, shall hold consultations within the Joint Committee. The Committee shall keep under review the possibility of further removal of the obstacles to trade between the Contracting Parties.
4. The Joint Committee may take decisions in the cases provided for in this Agreement. In other cases the Committee may make recommendations.

Article 36
Procedures of the Joint Committee

第33条 服务与投资

1. 缔约方认识到服务与投资等某些领域日益增长的重要性。在逐步发展和扩大合作的过程中，特别是在欧洲一体化的背景下，缔约方将致力于实现服务与投资市场的逐步自由化和相互开放，同时考虑《服务贸易总协定》的相关规定。
2. 与投资和服务贸易市场开放相关的事项应由具体的双边协议进行规范。

第34条 关税同盟、自由贸易区和边境贸易

1. 本协定不妨碍维持或建立关税同盟、自由贸易区或边境贸易安排，只要这些安排不对缔约方之间的贸易制度产生负面影响，特别是本协定规定的原产地规则条款。
2. 应请求，缔约方应相互通报任何建立关税同盟或自由贸易区的协议。

第35条 联合委员会

1. 特此设立联合委员会，由缔约方代表组成。2. 本协议的实施应由联合委员会监督和管理。3. 为妥善实施本协议，缔约方应交换信息，并应任一缔约方请求，在联合委员会内举行磋商。委员会应持续审查进一步消除缔约方之间贸易障碍的可能性。4. 联合委员会可在本协议规定的情况下作出决定。在其他情况下，委员会可提出建议。

第36条 联合委员会的程序

1.

For the proper implementation of this Agreement the Joint Committee shall meet whenever necessary but at least once a year. Each Contracting Party may request that a meeting be held.
2.

The Joint Committee shall take decisions and recommendations by consensus.
3.

If the representative of either Contracting Party in the Joint Committee has accepted, under reservation, a decision subject to the fulfilment of internal legal requirements, that decision shall enter into force, if no later date is contained therein, on the date of the receipt of a written notification as to the fulfilment of such requirements.
4.

For the purpose of this Agreement the Joint Committee shall adopt its rules of procedure which shall *inter alia* contain provisions for conveying meeting and for the designation of the Chairman and his term of office.
5.

The Joint Committee may decide to set up subcommittees and working groups as it considers necessary to assist it in accomplishing its tasks.

Article 37

Amendments

Amendments to this Agreement may be proposed by either Contracting Party and shall enter into force as set out in Article 40 of this Agreement.

Article 38

Annexes and protocols

1.

Annexes and Protocols to this Agreement are an integral part of it.
2.

The Joint Committee may decide to amend the Annexes and Protocols to this Agreement in accordance with the provisions of paragraph 2, Article 36 of this Agreement.
3.

In this case the amendments shall enter into force on the date of a receipt of the last written notification through diplomatic channels confirming that the internal legal requirements for the entry into force of the amendments have been fulfilled.

Article 39

Duration and denunciation

1.

This Agreement is concluded for an indefinite period of time.
2.

Each Contracting Party may denounce this Agreement by a written notification through diplomatic channels to the other Contracting Party. The denunciation shall enter into force on the first day of the seventh month after the date of receipt the notification of denunciation.
3.

The Contracting Parties agree that in the event of any Contracting Party becoming a member of the European Union, that Contracting Party will withdraw from this Agreement at the latest the day before membership takes effect and without any compensation to the other Contracting Party subject to the altered conditions of trade.

1. 为妥善实施本协定，联合委员会应在必要时召开会议，但每年至少一次。任一缔约方可请求召开会议。2. 联合委员会应以共识方式作出决定和建议。3. 若联合委员会中任一缔约方代表在满足内部法律要求的前提下有条件地接受了某项决定，且该决定未载明更晚日期，则该决定应在收到此类要求已满足的书面通知之日起生效。4. 为本协定之目的，联合委员会应通过其议事规则，其中除其他外应包含会议通知及主席任命与其任期的规定。5. 联合委员会可决定设立其认为必要的附属委员会和工作组，以协助完成其任务。

第37条 修

正案

本协定的修正案可由任一缔约方提出，并应按照本协定第40条的规定生效。

第38条附件和议定

书

1. 本协定的附件和议定书为其组成部分。2. 联合委员会可根据本协定第36条第2款规定，决定对本协定的附件和议定书进行修正。3. 在此情况下，修正案应于收到最后一份通过外交渠道发出的书面通知之日生效，该通知确认修正案生效所需的内部法律要求已得到满足。

第39条 期限与废止

1. 本协定无限期有效。2. 任一缔约方均可通过外交渠道向另一 缔约方提交书面通知废止本协定。废止应于收到废止通知之日起第七个月的第一天生效。3. 缔约方同意，若任一缔约方成为欧洲联盟成员，该缔约方最迟应在成员资格生效前一日退出本协定，且无需因贸易条件变更向另一缔约方提供补偿。

Article 40
Entry into force

This Agreement is subject to ratification. It shall enter into force on the first day of the second month following the date of the receipt of the last written notification by which Contracting Parties inform each other through diplomatic channels that all necessary requirements foreseen by their internal legislation for the entry into force of this Agreement have been fulfilled.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto, have signed this Agreement.

Done at _____ this _____ day of _____ 2003, in two originals in the Albanian, Moldavian and English, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For the Republic of Albania

For The Republic of Moldova

第40条 生效

本协议需经批准。协议应于缔约方通过外交渠道相互通知其国内立法规定的本协议生效所有必要条件已满足的最后一份书面通知收到之日起第二个月的第一天生效。

兹证明 签署的全权代表经正式授权，已签署本协议。

签订于 _____ this _____ day of _____ 2003，一式两份，分别以阿尔巴尼亚语、摩尔多瓦语和英语写成，各文本同等作准。如遇解释分歧，以英文文本为准。

For the Republic of Albania

For The Republic of Moldova