lick here for the Trade Guide

ulgaria Agreement On Trade Relations

Agreement on Trade Relations etween the United States of America and the Republic of ulgaria

y the President of the United States of America

A Proclamation

1. Pursuant to the authority vested in me by the Constitution and the laws of the United States, as President of the United States of America, I, acting through duly empowered representatives, entered into negotiations with representatives of the Republic of ulgaria to conclude an agreement on trade relations between the United States of America and the Republic of ulgaria.

2. These negotiations were conducted in accordance with the requirements of the Trade Act of 1974 (Public Law 93-618, January 3, 1975; 88 Stat. 1978), as amended (the "Trade Act").

3. As a result of these negotiations, an "Agreement on Trade Relations etween the Government of the United States of America and the Government of the Republic of ulgaria," including exchanges of letters which form an integral part of the Agreement, the foregoing in English and ulgarian, was signed on April 2, 1991, by duly empowered representatives of the two Governments and is set forth as an annex to this proclamation.

4. This Agreement conforms to the requirements relating to bilateral commercial agreements set forth in section 405(b) of the Trade Act (19 U.S.C. 2435(b)).

5. Article XVII of the Agreement provides that the Agreement shall enter into force on the date of exchange of written notices of acceptance by the two Governments.

6. Section 405(c) of the Trade Act (19 U.S.C. 2435(c)) provides that a bilateral commercial agreement providing nondiscriminatory treatment to the products of a country heretofore denied such treatment, and a proclamation implementing such agreement, shall take effect only if approved by the Congress under the provisions of that Act.

7. Section 604 of the Trade Act (19 U.S.C. 2483) authorizes the President to embody in the Harmonized Tariff Schedule of the United States the substance of the provisions of that Act of other acts affecting import treatment, and actions taken thereunder.

NOW, THEREFORE, I, GEORGE USH, President of the United States of America, acting under the authority vested in me by the Constitution and the laws of the United States, including but not limited to sections 404, 405, and 604 of the Trade Act of 1974, as amended, do proclaim that:

(1) This proclamation shall become effective, said Agreement shall enter into force, and nondiscriminatory treatment shall be extended to the products of the Republic of ulgaria, in accordance with the terms of said B Agreement on the date of exchange of written notices of acceptance in accordance with Article XVII of said B Agreement. The United States Trade Representative shall publish notice of the effective date in the Federal Register.

(2) Effective with respect to articles entered, or withdrawn from warehouse for consumption, into the customs territory of the United States on or after the date provided in paragraph (1) of this proclamation, general note 3(b) of the Harmonized Tariff Schedule of the United States, enumerating those countries whose products are subject to duty at the rates set forth in rate of duty column 2 of the tariff schedule, is modified by striking out " ulgaria". B

IN WITNESS WHE E I ave ereunto set my and t is twenty-fourt day of une. In t e year of our ord nineteen undred and ninety-one and of t e Independence of t e United States of America t e two undred and fifteent .

AGREEMENT T ADE E ATI S

BETWEEN THE G OVE NMENT N THE UNITED STATES AME ICA

AND THE G OVE NMENT THE EPUB IC BU GA IA

T e Government of t e United States of America and t e Government of t e epublic of Bulgaria (ereinafter referred to collectively as "Parties" and individually as "Party")

Desiring to adopt mutually advantageous and equitable rules governing t eir trade and to ensure a predictable commercial environment

Affirming t at t e evolution of market-based economic institutions and t e strengt ening of t e private sector will aid t e development of mutually beneficial trade relations

ecognizing t at t e development of bilateral trade will contribute to better mutual understanding and cooperation and can contribute to t e general well-being of t e peoples of eac party and promote respect for internationally recognized workers' rig ts

Taking into account Bulgaria's members ip in t e International Monetary und and t e International Bank for econstruction and Development and t e prospects for economic reform and restructuring of t e economy and taking into account Bulgaria's request for Contracting Party status in t e General Agreement on Tariffs and Trade (ereinafter referred to as "GATT") and Bulgaria's intention to become a Party to t e European Patent Convention of ctober 1973

Desiring to create a mutually beneficial framework w hic will foster t e development and expansion of commercial ties between t eir respective nationals and companies

Having agreed t at economic ties are an important and necessary element in t e strengt ening of t eir bilateral relations

Have agreed as follows:

A TIC E I

MOST AV ED NATI AND N DISC IMINAT Y T EATMENT

1. Eac Party s all accord unconditionally to products originating in or exported to t e territory of t e ot er Party treatment no less favorable t an t at accorded to like products originating in or exported to t e territory of any t ird country in all matters relating to:

(a) Customs duties and c arges of any kind imposed on or in connection wit importation or exportation including t e met od of levying suc duties and c arges;

(b) met ods of payment for imports and exports and t e international transfer of suc payments;

(c) rules and formalities in connection wit importation and exportation

including t ose relating to customs clearance transit ware ouses and transs ipment

(d) taxes and ot er internal c arges of any kind applied directly or indirectly to imported products; and

(e) laws regulations and requirements affecting t e sale offering for sale purc ase transportation distribution storage and use of products in t e domestic market.

2. Eac Party s all accord to products originating in or exported to t e territory of t e ot er Party nondiscriminatory treatment wit respect to t e application of quantitative restrictions and t e granting of L

licenses.

3. c rty s ll ccord to imports of products nd services origin ting in t e territory of t e ot er rty most-f vored-n tion tre tment wit respect to t e v il bility of nd ccess to t e currency needed to p y for suc imports.

4. T e provisions of p r gr p s 1 nd 2 s ll not pply to

( ) dv nt ges ccorded by eit er rty by virtue of suc rty's full members ip in customs union or free tr de re ; :

(b) dv nt ges ccorded to dj cent countries for t e f cilit tion of frontier tr ffic; nd

(c) ctions by eit er rty w hic re required or specific lly permitted by t e GATT (or by ny joint ction or decision of t e Contr cting rties to t e GATT) during suc time s suc rty is Contr cting rty to t e GATT, including dv nt ges ccorded to developing countries; equiv lent dv nt ges ccorded to developing countries under ot er multil ter l greements; nd speci l dv nt ges ccorded by virtue of t e GATT.

5. T e provisions of p r gr p 2 of t is Article s ll not pply to tr de in textiles nd textile products.

ARTICL II

MARK T ACC SS FOR RODUCTS AND S RVIC S

1. : c rty s ll dminister ll t riff nd nont riff me sures ffecting tr de in manner w hic ffords, wit respect to bot t ird country nd domestic competitors, me ningful competitive opportunities for products nd services of t e ot er rty.

2. Accordingly, neit er rty s ll impose, directly or indirectly, on t e products of t e ot er rty imported into its territory intern l t xes or c rges of ny kind in excess of t ose pplied, directly or indirectly, to like domestic products.

3. c rty s ll ccord to products origin ting in t e territory of t e ot er rty tre tment no less f vor ble t n t t ccorded to like domestic products in respect of ll l ws, regul tions nd requirements ffecting t eir intern l s le, offering for s le, purc se, tr nsport tion, distribution, stor ge or use.

4. T e c rges nd me sures described in p r gr p s 2 nd 3 of t is Article s ould not be pplied to imported or domestic products so s to fford protection to domestic production.

5. T e rties s ll ensure t t tec nic l regul tions nd st nd rds re not prep red, dopted or pplied wit view to cre ting obst cles to intern tion l tr de. Furt ermore, e c rty s ll ccord products imported from t e territory of t e ot er rty tre tment no less f vor ble t n t t ccorded to like domestic products nd to like products origin ting in ny t ird country in rel tion to suc tec nic l regul tions or st nd rds, including conformity testing nd certific tion.

6. T e Government of t e Republic of Bulg ri s ll ccede to t e Intern tion l Convention on t e H armonized Commodity Description nd Coding System nd s ll t ke ll necess ry me sures to implement suc Convention wit respect to t e Republic of Bulg ri . T e Government of t e United St tes of Americ s ll ende vor to provide tec nic l ssist nce, s ppropri te, for t e implement tion of suc me sures.

7. T e rties gree to maint in s tisf ctory b l nce of market ccess opportunities, including t roug concessions in tr de in products nd services nd t roug t e s tisf ctory reciproc tion of reductions in t riffs nd nont riff b rriers to tr de resulting from multil ter l negoti tions.

ARTICL III

G EN RAL OBLIGATIONS WITH R S CT TO TRAD E

1. Tr de in products nd services s ll be effected by contr cts between n tion ls nd comp nies of t e United St tes nd n tion ls nd comp nies of t e Republic of Bulg ri concluded on t e b sis of nondiscrimin tion nd :

in the exer i e their in epen ent mmer ial ju gment an n the ba i u t mary mmer ial n i erati n u h a pri e, quality, availability, elivery an terms payment.

2. Neither Party hall require r en urage nati nal r mpanie the Unite State r nati nal r mpanie the epubli Bulgaria t engage in barter r untertra e tran a ti n . Neverthele , where nati nal r mpanie e i e t re rt t barter r untertra e perati n , the Partie will en urage them t urni h t ea h ther all ne e ary in rmati n t a ilitate the tran a ti n.

A TICLE IV

EXPANSION AND P OMOTION OF T ADE

1. The Partie a irm their e ire t expan tra e in pr u t an ervi e n i tent with the terms thi Agreement. They hall take appr priate mea ure t en urage an a ilitate the ex hange g an ervi e an t e ure av rable n iti n r l ng-term evel pment an iver i i ati n tra e between their re pe tive nati nal an mpanie .

2. The Partie hall take appr priate mea ure t en urage the expan i n mmer ial nta t with a view t in rea ing tra e. In thi regar , the G overnment the epubli Bulgaria expe t that, uring the term thi Agreement, nati nal an mpanie the epubli Bulgaria hall in rea e their pur ha e pr u t an ervi e r m the Unite State , while the G overnment the Unite State expe t that the e e t thi Agreement hall be t en urage in rea e pur ha e by nati nal an mpanie the Unite State pr u t an ervi e r m the epubli Bulgaria. T war thi en the Partie hall publi ize thi Agreement an en ure that it i ma e available t all intere te partie .

3. Ea h Party hall en urage an a ilitate the h l ing tra e pr moti nal event u h a air , exhibiti n , mi i n an eminar in it territ ry an in the territ ry the ther Party. Similarly, ea h Party hall en urage an a ilitate the parti ipati n it re pe tive nati nal an mpanie in u h event . Subje t t the law s in r e within their re pe tive territ rie , the Partie agree t all w the imp rt an re-exp rt n a uty ree ba i all arti le r u e in u h event , pr vi e that u h arti le are n t l r therwi e tran erre .

A TICLE V

GOVE NMENT COMME CIAL OFFICES

1. Subje t t it law s an regulati n g verning reign mi i n , ea h Party hall all w g vernment mmer ial i e t hire ire tly h t- untry nati nal an , ubje t t immigrati n law s an pr e ure , thir - untry nati nal .

2. Ea h Party hall en ure unhin ere a e h t- untry nati nal t g vernment mmer ial i e the ther Party.

3. Ea h Party hall en urage the parti ipati n it nati nal an mpanie in the a tivitie the ther Party' g vernment mmer ial i e e pe ially with re pe t t event hel n the premi e u h mmer ial i e .

4. Ea h Party hall en urage an a ilitate a e by g vernment mmer ial i e per nnel the ther Party t h t- untry i ial at b th the nati nal an ubnati nal level, an repre entative nati nal an mpanie the h t Party.

A TICLE VI

BUSINESS FACILITATION

1. Ea h Party hall a r mmer ial repre entati n the ther Party air an equitable treatment with re pe t t the n u t their perati n .

2. Subje t t it law s an pr e ure g verning immigrati n an reign mi i n , ea h Party hall permit the e tabli hment within it territ ry mmer ial repre entati n nati nal an mpanie the ther Party an

shall accor s ch r r s tatio s tr atme t at l ast as favorabl as that accor to commercial r r s tatio s of atio als a compa i s of thir co tri s.

3. S bj ct to its laws a roc r s gov r i g immigratio a for ig missio s, ach Party shall rmit s ch commercial r r s tatio s stablish i its t rritory to hir ir ctly mploy s who ar atio als of ith r Party or of thir co tri s a to comp sat s ch mploy s o t rms a i a c rr cy that is mut ally agr b tw th arti s, co sist t with s ch Party's mi imum wag laws.

4. Each Party shall rmit commercial r r s tatio s of th oth r Party to import a s i accor a c with ormal commercial ractic s, offic a oth r i me t, s ch as ty writ rs, hotoco i rs, comp t rs a t l fax machi s i co ctio with th co ct of th ir activiti s i th t rritory of s ch Party.

5. S bj ct to laws a roc r s r gar i g for ig missio s, ach Party shall rmit o a o iscrimi atory basis a at mark t ric s, commercial r r s tatio s of th oth r Party acc ss to a s of offic s ac a livi g accommo atio s.

6. S bj ct to its laws a roc r s gov r i g immigratio a for ig missio s, ach Party shall rmit atio als a compa i s of th oth r Party to gag ag ts, co s lta ts a istrib tors of ith r Party a of thir co tri s o ric s a t rms mut ally agr b tw e th arti s.

7. S bj ct to its laws a roc r s gov r i g immigratio a for ig missio s, ach Party shall rmit atio als a compa i s of th oth r Party to s rv as ag ts, co s lta ts a istrib tors of atio als a com a i s of ith r Party a of thir co tri s o ric s a t rms mut ally agr b tw e th arti s.

8. Each Party shall rmit atio als a compa i s of th oth r Party to a v rtis th ir ro cts a s rvic s (a) thro gh ir ct agr me t with th a v rtisi g me ia, i cl i g t l visio , ra io, ri t a billboar , a (b) by ir ct mail, i cl i g th s of clos v lo s a car s r a r ss to that atio al or compa y.

9. Each Party shall co rag ir ct co tact, a rmit ir ct sal s, b tw e atio als a compa i s of th oth r Party a q - s rs a oth r c stomers of th ir goo s a s rvic s, a with ag ci s a orga izatio s whos cisio s will aff ct ot tial sal s.

10. Each Party shall rmit atio als a compa i s of th oth r Party to co ct mark t st i s, ith r ir ctly or by co tract, withi its t rritory. To facilitat th co ct of mark t r s arch, ach Party shall, o r st, mak availabl o -co fi tial, o - ro ri tary i formatio withi its oss ssio to atio als a compa i s of th oth r Party gag i s ch fforts.

11. Each Party shall rovi o iscrimi atory acc ss to gov r me tally- rovi ro cts a s rvic s, i cl i g blic tiliti s, to atio als a compa i s of th oth r Party at fair a itabl ric s (a i o v t at ric s gr at r tha thos charg to a y atio als or compa i s of thir co tri s wh r s ch ric s ar s t or co troll by th gov r me t) i co ctio with th o ratio of th ir commercial r r s tatio s. q

12. Each Party shall rmit commercial r r s tatio s to stock a a at s ly of sampl s a r lac me t arts for aft rsal s s rvic o a o commercial basis .

13. N ith r Party shall impos meas r s which r aso ably impair co tract al or ro rty rights or oth r i t r sts ac ir withi its t rritory by atio als a compa i s of th oth r Party.

ARTICLE VII

TRANSPARENCY

1. Each Party shall mak availabl blicly o a timely basis all laws, r g latio s, j icial cisio s a a mi istrativ r li gs of g ral a licatio r lat to commercial activity, i cl i g tra , i v stme t, taxatio , ba ki g, i s ra c a oth r fi a cial s rvic s, tra s ort a labor. Each Party shall mak s ch i formatio availabl i r a i g rooms i its ow n ca ital a shall avor to mak s ch i formatio availabl i th ca ital of th oth r Party. q

2.REach Pa ha p ovide na iona and companie of he o he Pa wi h acce o avai ab e non-confiden ia , non--p op ie a da a on he na iona economy and individua ec o , inc uding info ma ion on fo eign ade.

3. Each Pa ha a ow na iona and companie of he o he Pa he oppo uni , o he ex en p ac icab e, o commen on he fo mu a ion of u e and egu a ion which affec he conduc of bu ine ac ivi ie .

A TICLE VIII

FINANCIAL P OVISIONS ELATING TO T ADE

IN P ODUCTS AND SE VICES

1. Un e o he wi e ag eed be ween he paR ie o individua an ac ion , a comme cia an ac ion be ween na iona and companie of he Pa ie ha be made in Uni ed S a e do a o an o heR cu enc ha ma be de igna ed f om ime o ime b he In e na iona Mone a Fund a being a f ee u ab e cu enc .

2. Nei he Pa ha e ic he expo f om i e i o of conve ib e cu encie o depo i , o in umen ep e en a ive he eof, ob ained in connec ion wi h ade in p oduc and e vice b na iona and companie of he o he Pa .

3. Expendi u e in he e i o of a Pa b na iona and companie of he o he Pa ma be made in oca cu enc eceived in an au ho ized manne .

4. Wi hou de oga ion f om pa ag aph 2 o 3 of hi A ic e, in connec ion wi h ade in p oduc and e vice , each Pa ha g an o na iona and companie of he o he Pa he be e of mo -favo ed-na ion o na iona ea men wi h e pec o:

(a) opening and main aining accoun , in bo h oca and fo eign cu enc , and having acce o fund depo i ed in financia in i u ion oca ed in he e i o of he Pa ;

(b) pa men , emi ance and an fe of conve ib e cu encie , o financia in umen ep e en a ive he eof, be ween he e i o ie of he wo Pa ie , a we a be ween he e i o of ha Pa and ha of an hi d coun ;

(c) a e of exchange and e a ed ma e ; and

(d) he eceip of oca cu enc and i u e fo oca expen e .

A TICLE IX

P OTECTION OF INTELLECTUAL P OPE TY IGHTS

1. Each Pa ha p ovide adequa e and effec ive p o ec ion and enfo cemen fo pa en , adema k , cop igh , ade ec e , and a ou de ign fo in eg a ed ci cui a e fo h in he ex of a ide e e a ached he e o.

A TICLE X

A EAS FO FU THE ECONOMIC AND TECHNICAL COOPE ATION

1. Fo he pu po e of fu he deve oping bi a e a ade and p oviding fo a ead inc ea e in he exchange of p oduc and e vice , bo h Pa ie ha ive o achieve mu ua accep ab e ag eemen on axa ion and inve men i ue , inc uding he epa ia ion of p ofi and an fe of capi a .

2.RThe Pa ie ha ake app op ia e ep o fo e economic and echnica coope a ion on a b oad a ba e a po ib e in a fie d deemed o be in hei mu ua in e e , inc uding wi h e pec o a i ic and anda d .

3. The Pa ie , aking in o accoun he g owing economic ignificance of e vice indu ie , ag ee o con u on ma e affec ing he conduc of e vice bu ine be ween he wo coun ie and pa icu a ma e of mu ua in e e e a ing o individua e vice ec o wi h he objec ive, among o he , of a aining maximum po ib e ma ke acce and ibe a iza ion. R

ARTICLE I

I T RELIE SA EGUARDS

1. The arties agree to consu t prompt y at the request of either arty whenever either actua or prospective imports into the territory of one of the arties of products originating in the territory of the other arty cause or threaten to cause or significant y contribute to market disruption. rket disruption exists within a domestic industry whenever imports of an artic e, ike or direct y competitive with an artic e produced by such domestic industry, are increasing rapid y, either abso ute y or re ative y, so as to be a significant cause of materia injury or threat thereof, to such domestic industry.

2. Determination of market disruption or threat thereof by the importing arty sha be based upon a good faith app ication of its aws and on an affirmative finding of re evant facts and on their examination. The importing arty, in determining whether market disruption exists, may consider, among other factors: the vo ume of imports of the merchandise which is the subject of the inquiry; the effect of imports of the merchandise on prices in the territory of the importing arty for ike or direct y competitive artic es; the impact of imports of such merchandise on domestic producers of ike or direct y competitive artic es; and evidence of disruptive pricing practices or other efforts to unfair y manage trade patterns.

3. The consu tations provided for in paragraph 1 of this Artic e sha have the objectives of (a) presenting and examining the factors re ating to such imports that may be causing or threatening to cause or significant y contributing to market disruption, and (b) finding means of preventing or remedying such market disruption. Such consu tations sha be conc uded within sixty days from the date of the request for such consu tation, un ess the arties otherwise agree.

4. Un ess a different so ution is mutua y agreed upon during the consu tations, and not withstanding paragraphs 1 and 2 of Artic e I, the importing arty may (a) impose quantitative import imitations, tariff measures or any other restrictions or measures to such an extent and for such time as it deems necessary to prevent or remedy threatened or actua market disruption, and (b) take appropriate measures to ensure that imports from the territory of the other arty comp y with such quantitative imitations or other restrictions. In this event, the other arty sha be free to deviate from its ob igations under this Agreement with respect to substantia y equiva ent trade.

5. Where in the judgment of the importing arty, emergency action, which may inc ude the existence of critica circumstances, is necessary to prevent or remedy such market disruption, the importing arty may take such action at any time and without prior consu tations provided that such consu tations sha be requested immediate y thereafter.

6. In the se ection of measures under this Artic e, the arties sha endeavor to give priority to those which cause the east disturbance to the achievement of the goa s of this Agreement.

7. Each arty sha ensure that its domestic procedures for determining market disruption are transparent and afford affected parties an opportunity to submit their views.

8. The arties acknow edge that the e aboration of the market disruption safeguard provisions in this Artic e is without prejudice to the right of either arty to app y its aws and regu ations app icab e to trade in texti es and texti e products and its aws and regu ations app icab e to unfair trade, inc uding antidumping and countervai ing duty aws.

ARTICLE II

DIS UTE SETTLE NT

1. Nationa s and companies of either arty sha be accorded nationa treatment with respect to access to a courts and administrative bodies in the territory of the other arty, as p aintiffs, defendants or otherwise. They sha not c aim or enjoy immunity from suit or execution of judgment, proceedings for the recognition and enforcement of arbitra awards, or other iabi ity in the territory of the other arty with respect to commercia l

transactions t also s all not claim or njo immunit from taxation wit r sp ct to commercial transactions, xc pt as ma b provid d in ot r bilat ral agr ments.

2. T Parti s ncourag t adoption of arbitration for t s ttl ment of disput s arising out of commercial transactions conclud d b tw e n nationals or compani s of t Unit d tat s and nationals or compani s of t R public of Bulgaria. uc arbitration ma b provid d for b agr ments in contracts b tw e n suc nationals or compani s, or in s parat writt n agr ments b tw e n t m.

3. T parti s ma provid for arbitration und r an int rnationall r cogniz d arbitration rul s, including t UNCITRAL Rul s of 15 D ec mb r 1976 and an modifications t r to, in w hic cas t parti s s ould d signat an Appointing Aut orit und r said rul s in a countr ot r t an t Unit d tat s or t R public of Bulgaria.

4. Unl ss ot rwis agr d b tw e n t parti s, t parti s s ould sp cif as t plac of arbitration a countr ot r t an t Unit d tat s or t R public of Bulgaria, t at is a part to t Conv ntion on t R cognition and Enforc ment of For ign Arbitral Awards, don at N w York, Jun 10, 1958.

5. Not ing in t is Articl s all b constru d to pr v nt, and t Parti s s all not pro ibit, t parti s from agr ing upon an ot r form of arbitration or on t law to b appli d in suc arbitration, or ot r form of disput s ttl ment w hic t mutuall pr f r and agr b st suits t ir particular n ds.

6. Eac Part s all nsur t at an ff ctiv means xists wit in its t rritor for t r cognition and nforc ment of arbitral awards.

ARTICLE XIII

NATIONAL ECURITY

T provisions of t is Agr ment s all not limit t rig t of it r Part to tak an action for t prot ction of its s curit int r sts.

ARTICLE XIV

CON ULTATION

1. T Parti s agr to s t up a Joint Commercial Commission w hic will, subj ct to t t rms of r f r nc of its stablis ment, fost r conomic coop ration and t xpansion of trad und r t is Agr ment and r vi w p riodicall t op ration of t is Agr ment and mak r commendations for ac i ving its obj ctiv s.

2. T Parti s agr to consult promptl t roug appropriat c ann ls at t r qu st of it r Part to discuss an matt r conc rning t int rpr tations or impl mentation of t is Agr ment or ot r r l vant asp cts of t r lations b tw e n t Parti s.

ARTICLE XV

DEFINITION

As us d in t is Agr ment, t t rms s t fort b low s all av t following meaning:

(a) "compan ", means an kind of corporation, compan , association, sol propri tors ip, stat or ot r nt rpris , coop rativ or ot r organization l gall constitut d und r t laws and r gulations of a Part or a political subdivision t r of, w h t r or not organiz d for p cuniar gain or privat l or gov rnmentall own d

(b) "commercial r pr s ntation",means a r pr s ntation of a compan of a Part and

(c) "national," means a natural p rson w ho is a national of a Part und r its applicabl law.

ARTICLE XVI

GENERAL EXCEPTIONS

1. Subje (e equi emen a su measu es a e n applied in a manne w hi w ould ns i u e a means f a bi a y unjus ifiable dis imina i n be ween un ies w he e e same ndi i ns p evail, a disguised es i i n n in e na i nal ade, n ing in is Ag eemen s all be ns ued p ibi e ad p i n enf emen by a Pa y f:

a) measu es ne essa y se u e mplian e wi laws egula i ns w hi a e n n a y e pu p ses f is Ag eemen ;

b) measu es f e p e i n f in elle ual p pe y ig s and e p even i n f de ep ive p a i es as se u in A i le IX and e ela ed side le e) f is Ag eemen , p vided a su measu es s all be ela ed e ex en f any inju y suffe ed e p even i n f inju y;

) any e measu e efe ed in A i le XX f e GATT.

2. N ing in is Ag eemen limi s e appli a i n f any ag eemen in f e w hi en e s in f e be ween e Pa ies n ade in ex iles and ex ile p du s.

3. B Pa ies ese ve e ig deny any mpany e advan ages f is Ag eemen if na i nals f any i d un y n l su a mpany and, in e ase f a mpany f e e Pa y, a mpany as n subs an ial business a ivi ies in e e i y f e e Pa y is n lled by na i nals f a i d un y wi w hi e denying un y d es n main ain n mal e n mi ela i ns.

ARTICLE XVII

ENTRY INTO FORCE, TERM, SUSPENSION AND TERMINATION

1. T is Ag eemen in luding i s side le e s w hi a e an in eg al pa f e Ag eemen) s all en e in f e n e da e f ex ange f w ri en n i es f a ep an e by e w o G ove nmen s and i s all emain in f e as p vided in pa ag ap s 2 and 3 f is A i le.

2. a) T e ini ial e m f is Ag eemen s all be ee yea s, subje subpa ag ap b) and) f is pa ag ap .

b) If ei e Pa y en un e s f esees a p blem n e ning i s d mes i legal au i y a y u any f i s bliga i ns unde is Ag eemen , su Pa y s all eques immedia e nsul a i ns wi e e Pa y. On e nsul a i ns ave been eques ed, e e Pa y s all en e in su nsul a i ns as s n as p ssible n e ning e i ums an es a ave a isen wi a view finding a s lu i n av id a i n unde subpa ag ap) .

) If ei e Pa y d es n ave d mes i legal au i y a y u i s bliga i ns unde is Ag eemen , ei e Pa y may suspend e appli a i n f is Ag eemen , wi e ag eemen f e e Pa y, any pa f is Ag eemen . In a even , e Pa ies will, e fulles ex en p a i able and nsis en wi d mes i law, seek minimize dis up i n exis ing ade ela i ns be ween e w o un ies.

3. T is Ag eemen s all be ex ended f su essive e ms f ee yea s ea unless ei e Pa y as given w ri en n i e e e Pa y f i s in en e mina e is Ag eemen a leas 30 days p i e expi a i n f e en u en e m.

IN WITNESS WHEREOF, e unde signed, being duly au ized by ei espe ive G ove nmen s, ave signed is Ag eemen .

DONE a Was ing n D.C. n is wen y-se nd day f Ap il 1991, in dupli a e, in e Englis and Bulga ian languages, b ex s being equally au en i .

FOR THE GOVERNMENT OF THE

UNITED-STATES OF AMERICA

Ca la A. Hills (

FOR THE GO ER T OF THE

RE BLIC OF B LGARIA:
E

Ognian Raytchev ishev

Washingt n, April 22, 1991

Dear . Ambassad r:

I have the h n r t c nfirm receipt f y ur letter which reads as f ll ws:
r

Dear dam Ambassad r:

In c nnecti n with the signing n this date f the Agreement n Trade Relati ns between the nited States f America and the Republic f Bulgaria (the "Agreement"), I have the h n r t c nfirm the understanding reached by ur G vernments regarding the pr tecti n f intellectual pr perty as set f rth in Article IX f the Agreement.

1. Each arty reaffirms its c mmitments t th se internati nal agreements relating t intellectual pr perty t which b th arties are signat ries. Specifically, each arty reaffirms the c mmitments made with respect t the aris C nventi n f r the r tecti n f Industrial r perty as revised at St ckh lm in 1967, the Berne C nventi n f r the r tecti n f Literary and Artistic W rks as revised at aris in 1971, and the niversal C pyright C nventi n f September 6, 1952 as revised at aris n July 24, 1971. The arties agree t adhere t the Geneva C nventi n f r the r tecti n f r ducers f h n grams Against nauth rized Duplicati n f their h n grams (1971).

2. T pr vide adequate and effective pr tecti n and enf rcement f intellectual pr perty rights, each arty shall, inter alia bserve the f ll wing c mmitments:

(a)C pyright and related rights

(i) Each arty shall pr tect the w rks listed in Article 2 f the Berne C nventi n (aris 1971) and any ther w rks n w kn wn r later devel ped, that emb dy riginal expressi ns within the meaning f the Berne C nventi n, n t limited t the f ll wing:

(1) all types f c mputer pr grams (including applicati n pr grams and perating systems) expressed in any language, whether in s urce r bject c de which shall be pr tected as literary w rks and w rks created by r with the use f c mputers; and

(2) c llecti ns r c mpilati ns f pr tected r unpr tected material r data whether in print, machine readable r any ther medium, including data bases, which shall be pr tected if they c nstitute intellectual creati n by reas n f the selecti n, c rdinati n, r arrangement f their c ntents.

(ii) Rights in w rks pr tected pursuant t paragraph 2 (a) (i) f this letter shall include, inter alia , the f ll wing:

(1) the right t imp rt r auth rize the imp rtati n int the territ ry f the arty f lawfully made c pies f the w rk as well as the right t prevent the imp rtati n int the territ ry f the arty f c pies f the w rk made with ut the auth rizati n f the right-h lder;

(2) the right t make the first public distributi n f the riginal r each auth rized c py f a w rk by sale, rental, r therwise; and

(3) the right t make a public c mmunicati n f a w rk (e.g., t perf rm, display, pr ject, exhibit, br adcast, transmit, r retransmit a w rk); the term "public" shall include:

(A) c mmunicating a w rk in a place pen t the public r at any place where a substantial number f pers ns o utside f a n rmal circle f a family and its s cial acquaintances is gathered; r

(B) c mmunicating r transmitting a w rk, a perf rmance, r a display f a w rk, in any f rm, r by means f any device r pr cess t a place specified in clause 2 (a) (ii) (3) (A) r t the public, regardless f whether the o members of e b ic ca ab e of receiving s c communica ions can receive em in e same ace or se ara e aces and a e same ime or a differen imes.

(iii) Eac Par y s a ex end e ro ec ion afforded nder aragra 2 (a) (ii) of is e er o a ors of e o er Par y, w he er ey are na ra ersons or, w here e o er Par y's domes ic aw so rovides, companies and o eir s ccessors in i e.

(iv) Eac Par y s a ermi ro ec ed rig s nder aragra 2(a)(ii) of is e er o be free y and se ara e y ex oi ab e and ransferab e. Eac Par y s a a so ermi assignees and exc sive icensees o en oy a rig s of eir assignors and icensors acq ired ro g vo n ary agreemen s, and be en i ed o en oy and exercise eir acq ired exc sive rig s.

(v) In cases w here a Par y meas res e erm of ro ec ion of a work from o er an e ife of e a or, e erm of ro ec ion s a be no ess an 50 years from a orized b ica ion or, fai ing s c a orized b ica ion wi in 50 years from e making of e work, 50 years af er e making.

(vi) Eac Par y s a confine any imi a ions or exce ions o e rig s rovided nder aragra 2(a)(ii) of is e er (inc ding any imi a ions or exce ions a res ric s c rig s o " b ic" ac ivi y) o c ear y and caref y defined s ecia cases w hic do no impair an ac a or o en ia marke for or e va e of a ro ec ed work.

(vii) Eac Par y s a ens re a any comp sory or non-vo n ary icense (or any res ric ion of exc sive rig s o a rig of remunera ion) s a rovide means o ens re aymen and remi ance of roya ies a a eve consis en wi wha wo d be nego ia ed on a vo n ary basis.

(viii) Eac Par y s a , a a minimum, ex end o rod cers of so nd recordings e exc sive rig s o do or o a orize e fo owing:

(1) o re rod ce e recording by any means or rocess, in w ho e or in ar ; and

(2) o exercise e impor a ion and exc sive dis rib ion and ren a rig s rovided in aragra s 2(a)(ii)(1) and (2) of is e er.

(ix) Paragra s 2 (a)(iii), 2(a)(iv) and 2(a)(vi) of is e er s a a y mu a is mu andis o so nd recordings.

(x) Eac Par y s a :

(1) ro ec so nd recordings for a erm of a eas 50 years from b ica ion; and

(2) gran e rig o make e firs b ic dis rib ion of e origina or eac a orized so nd recording by sa e, ren a , or o erwise exce a e firs sa e of e origina or s c so nd recording s a no ex a s e ren a or im or a ion rig erein (e "ren a rig " s a mean e rig o a orize or ro ibi e dis osa of e ossession of e origina or co ies for direc or indirec commercia advan age).

(xi) Par ies s a no s b ec e acq isi ion and

va idi y of in e ec a ro er y rig s in so nd recordings o any forma i ies, and ro ec ion s a arise a oma ica y on crea ion of e so nd recording.

(b) Trademarks

(i) Pro ec ab e S b ec Ma er

(1) Trademarks s a consis of a eas any sign, words, inc ding ersona names, designs, e ers, n mera s, co ors, or e s a e of goods or of eir ackaging, rovided a e mark is ca ab e of dis ing is ing e goods or services of one na iona , company or organiza ion from ose of o er na iona s, companies or organiza ions.

(2) T e erm " rademark" s a inc de service marks, co ec ive and cer ifica ion marks. j

(ii) Acq isi ion of Rig s

(1) A tra mar r ght may b acqu r by r g strat on or by us . Each Party shall prov a syst m or th r g strat on of tra r s. Us of a tra mar y b r qu r as a pr r qu s t for r g strat on.

( ) Each Party shall publ sh ach tra mar th r b for t s r g st r or promptly aft r t s r g st r an shall affor oth r part s a r asonabl opportun ty to p t t on to canc l th r g strat on. In a t on, ach Party may affor an opportun ty for th oth r Party to oppos th r g strat on of a tra r .

(3) Th natur of th a goo s or s rv c s to wh ch a tra a mar s to b appl shall n no cas form an obstacl to r g strat on of th tra mar .

( ) R ghts Conf rr a

(1) Th own r of a r g st r tra mar shall hav xclus v r ghts th r n. H e shall b nt tl to pr v nt all th r part s not hav ng h s cons nt from us ng n co rc nt cal or s lar s gns for goo s or s rv c s wh ch ar nt cal or s lar to thos n r sp ct of wh ch th tra mar s prot ct , wh r such us woul r sult n a l l hoo of confus on.

( ) Each Party shall r fus to r g st r or shall canc l th r g strat on an proh b t us of a tra mar l ly to caus confus on w th a tra mar of anoth r wh ch s cons r to b w ll- nown. A Party may not r qu r that th r putat on of th tra mar xt n b yon th s ctor of th publ c wh ch normally als w th th r l vant goo s or s rv c s.

(3) Th own r of a tra r shall b nt tl to ta act on aga nst any unauthor z us wh ch const tut s an act of unfa r co t t on or pass ng off.

(v) T rm of Prot ct on

Th r g strat on of a tra a mar shall b n f n t ly r n wabl for t rms of no l ss than 10 y ars wh n con t ons for r n wal hav p b n t. In t al r g strat on of a tra mar shall b for a t rm of at l ast 10 y ars.

(v) R qu r nt of us

(1) If us of a r g st r mar s r qu r to ma nta n tra mar r ghts, th r g strat on may b canc ll only aft r an un nt rrupt p r o of at l ast two y ars of non-us , unl ss l g t mat r asons for non-us x st. Us of th tra mar w th th cons nt of th own r shall b r cogn z as us of th tra mar for th purpos of 2 ma nta n ng th r g strat on.

( ) L g t mat r asons for non-us shall nclu non-us u to c rcu mstanc s ar s ng n p n ntly of th w ll of 2 th tra mar hol r (such as mport r str ct ons on or oth r gov rn nt r qu r nts for pro ucts prot ct by th tra mar) wh ch const tut an obstacl to th us of th mar .

(v) Oth r R qu r nts

Th us of a tra mar n co rc shall not b ncumb r by sp c al r qu r nts, such as us wh ch r uc s th funct on of a tra mar as an n cat on of sourc or us w th anoth r tra mar .

(v) Compulsory L c ns ng

Co pulsory l c ns ng of tra mar s shall not b p r tt .

(v) Transf r

Tra mar r g strat ons may b transf rr .

(c) Pat nts

( ) Pat ntabl Subj ct Matt r

(1) Pat nts shall b ava labl for all nv nt ons, wh th r pro ucts or proc ss s, n all f l s of t chnology. 2

( ) Part s y xclu fro pat ntab l ty:

(A) any in n i n disc y which is us ful s l ly in h u iliza i n f sp cial nucl a ma ial a mic n gy in an a mic w eap n; and

(B) plan and animal a i i s.

(3) If a Pa y d s n g an pa n s f plan and animal a i i s h Pa y shall p id ff c i p c i n h ugh a sui g n is sys m.

(4) N wi hs anding pa ag aphs 2 (c) (i) (2) and 2 (c) (i) (3),

(A) pa n s shall b a ailabl f mic bi l gical p c ss s and h p duc s h f, and

(B) Pa i s may xclud plan and animal a i i s f m pa n p c i n nly un il p c i n f such in n i ns b c mes an bliga i n und an in na i nal ag men which b h Pa i s adh .

(ii) Righ s C nf d

(1) A pa n shall c nf h igh p n / h s n ha ing h pa n wn 's c ns n f m making, using, s lling h subj c ma f h pa n . In h cas f a pa n d p c ss, h pa n c nf s h igh p n h s n ha ing c ns n f m using ha p c ss and f m using, s lling, imp ing a l as h p duc b ain d di c ly by ha p c ss.

(2) Wh h subj c ma f a pa n is a p c ss f b aining a p duc , ach Pa y shall p id ha h bu d n f s ablishing ha an all g d inf inging p duc was n mad by h p c ss shall b n h all g d inf ing , a l as in n f h f ll wing si ua i ns:

(A) h p duc is n w;

(B) a subs an ial lik lih d xis s ha h p duc was mad by h p c ss and h pa n wn has b n unabl h ugh as nabl ff s d min h p c ss ac ually us d.

In ga h ing and alua i n f id nc h c n a y, h l gi ima in s s f h d f ndan in p c ing his manufac u ing and busin ss s c s shall b ak n in acc un .

(3) A pa n may nly b k d n g unds ha w ould ha jus ifi d a fusal g an h pa n .

(iii) Exc p i ns

Each Pa y may p id limi d xc p i ns h xclusi igh s c nf d by a pa n , such as f ac s d n f xp imen al pu p s s, p id d ha h xc p i ns d n significan ly p judic h c n mic in s s f h igh -h ld .

(i) T m f P c i n

Each Pa y shall p id a m f p c i n f a l as 20 y a s f m h da f filing f h pa n applica i n 17 y a s f m h da f g an f h pa n . Each Pa y is nc u ag d x nd h m f pa n p c i n, in app p ia cas s, c mp nsa f d lays caus d by gula y app al p c ss s.

( ) T ansi i nal P c i n

A Pa y shall p id ansi i nal p c i n f p duc s mb dying subj c ma d med b unpa n abl und i s pa n law p i i s impl men a i n f h p isi ns f his l , wh h f ll wing c ndi i ns a sa isfi d:

(1) h subj c ma which h p duc la s will b c me pa n abl af impl men a i n f h p isi ns f his l ;

(2) a pa n has b n issu d f h p duc by h h Pa y, an applica i n is p nding f h p duc wi h h h Pa y, p i h n y in f c f his l ; and,

(3) Th p duc has n b n ma k d in h i y f h Pa y p iding such ansi i nal p c i n. /

The owner o en or o ending lic ion or roduc s is ying he condi ions se or h bove sh ll h ve he righ o submi co y o he en or rovide no i ic ion o he exis ence o ending lic ion wi h he o her P r y o he P r y roviding r nsi ion l ro ec ion. These submissions nd no i ic ions sh ll ke l ce ny ime er he signing o his Agreemen nd he exch nge o le ers nd be ore he implemen ion o he new Bulg ri n en l w. This eriod however sh ll no be less h n nine mon hs. In he c se o ending lic ion he lic n sh ll no i y he compe en Bulg ri n u hori ies o he issu nce o en b sed on his lic ion wi hin six mon hs o he d e o gr n by he o her P r y. The P r y roviding r nsi ion l ro ec ion sh ll limi he righ o make use or sell he roduc in i s erri ory o such owner or erm o ex ire wi h h o he en submi ed.

(vi) Compulsory Licenses

(1) E ch P r y may limi he en owner's exclusive righ s hrough compulsory licenses bu only:

(A) o remedy n djudic ed viol ion o compe i ion l ws;

(B) o ddress only during i s exis ence decl red n ion l emergency;

(C) o ddress ilure o mee he re son ble demands o he domes ic marke however impor ion sh ll cons i u e me ns o mee ing he demands o he domes ic marke ; nd

(D) o en ble compli nce wi h n ion l ir ollu n s nd rds where compulsory licenses re essen i l o such com li nce.

(2) Where he l w o P r y llows or he gr n o compulsory licenses such licenses sh ll be gr n ed in manner which minimizes dis or ions o r de nd he ollowing rovisions sh ll be res ec ed:

(A) Compulsory licenses sh ll be non exclusive nd non ssign ble exce wi h h r o he en er rise which ex loi s such license.

(B) The ymen o remuner ion o he en owner dequ e o compens e he en owner ully or he license sh ll be required exce or compulsory licenses o remedy djudic ed viol ions o compe i ion l ws.

(C) E ch c se involving he ossible gr n o compulsory license sh ll be considered on i s individu l meri s.

(D) Any compulsory license sh ll be revoked when he circums nces which led o i s gr n ing ce se o exis king in o ccoun he legi ima e in eres s o he en owner nd o he licensee. The con inued exis ence o hese circums nces sh ll be reviewed u on reques o he righ holder.

(E) Judici l review sh ll be v il ble or:

1.-decisions o gr n compulsory licenses exce in he ins nce o decl red n ion l emergency

2. decisions o con inue compulsory licenses nd

3. he compens ion rovided or compulsory licenses.

(d) L you Designs o Semiconduc or Chi s

(i) Subjec M a er or Pro ec ion

(1) E ch P r y sh ll rovide ro ec ion or origin l l you designs incor or ed in semiconduc or chi however he l you design migh be ixed or encoded.

(2) E ch P r y may condi ion ro ec ion on ix ion or regis r ion o he l you designs. I regis r ion is required lic n s sh ll be given le s wo ye rs rom irs commerci l ex loi ion o he l you design in which o ly. A P r y which requires de osi s o iden i ying ma eri l or o her ma eri l rel ed o he l you design sh ll no require lic n s o disclose con iden i l or ro rie ry in orma ion unless i is essen i l o llow iden i ic ion o he l you design.

(ii) Righ s Acquired -

(1) Each a hall p ovide o igh -holde of in eg a ed ci cui la -ou de ign of he o he a he exclu ive igh o do o o au ho ize he following:

(A) o ep oduce he la ou -de ign;

( ) o inco po a e he la ou -de ign in a emiconduc o chip; and

(C) o impo o di ibu e a emiconduc o chip inco po a ing he la ou -de ign and p oduc including uch chip .

(2) The condi ion e ou in pa ag aph 2(c)(vi) hall appl , mu a i mu andi , o he g an of an compul o licen e fo la ou -de ign .

(3) Nei he a i equi ed o ex end p o ec ion o la ou -de ign ha a e commonplace in he indu a he B ime of hei c ea ion o o la ou -de ign ha a e exclu ivel dic a ed b he func ion of he ci cui o which he appl .

(4) Each a ma exemp he following f om liabili unde i law:

(A) ep oduc ion of a la ou -de ign fo pu po e of eaching, anal i , o evalua ion in he cou e of p epa a ion of a la ou -de ign ha i i elf o iginal;

( ) impo a ion and di ibu ion of emiconduc o chip , inco po a ing a p o ec ed la ou -de ign, which we e old b o wi h he con en of he owne of he la ou -de ign; and

(C) impo a ion o di ibu ion up o he poin of no ice of a emiconduc o chip inco po a ing a p o ec ed la ou -de ign and p oduc inco po a ing uch chip b a pe on who e abli he ha he did no know, and had no ea onable g ound o believe, ha he la ou -de ign wa p o ec ed; p ovided ha , wi h e pec o ock on hand o pu cha ed a he ime no ice i eceived, uch pe on ma impo o di ibu e onl uch ock, bu i liable fo a ea onable o al on he ale of each i em af e no ice i eceived.

(iii) Te m of o ec ion

The e m of p o ec ion fo he la -ou de ign hall ex end fo a lea en ea f om he da e of fi comme cial exploi a ion o he da e of egi a ion of he de ign, if equi ed, whicheve i ea lie .

(e) Ac Con a o Hone Comme cial ac ice and he o ec ion of T ade Sec e

(i) In he cou e of en u ing effec ive p o ec ion again unfai compe i ion a p ovided fo in A icle 10 bi of he a i Conven ion, each a hall p ovide in i dome ic law and p ac ice he legal mean fo na ional , companie and o ganiza ion o p even ade ec e f om being di clo ed o, acqui ed b , o u ed b o he wi hou he con en of he ade ec e owne in a manne con a o hone comme cial p ac ice , in ofa a uch info ma ion:

(1) i no , a a bod o in he p eci e configu a ion and a embl of i componen , gene all known o eadil B a ce ainable;

(2) ha ac ual o po en ial comme cial value becau e i i no gene all known o eadil a ce ainable; and

(3) ha been ubjec o ea onable ep unde he ci cums ance o keep i ec e .

(ii) Nei he a hall limi he du a ion of p o ec ion fo ade ec e o long a he condi ion in pa ag aph 2(e)(i) of hi le e exi .

(iii) Licen ing

Nei he a hall di cou age o impede volun a licen ing of ade ec e b impo ing exce ive o di c imina o condi ion on uch licen e o condi ion which dilu e he value of ade ec e .

(iv) Gove nmen U e B

(1) If a Pa ui s, as a condi ion of app oving h ma k ing of pha mac u ical o ag icul u al ch mical p oduc s which u iliz n w ch mical n i i s, h submission of undisclos d s o o h da a, h o igina ion of which involv s a consid abl ffo , ha Pa shall p o c such da a agains unfai comme cial us Fu h , ach Pa shall p o c such da a agains disclosu xc p wh n c ssa o p o c h public o unl ss s ps a ak n o nsu ha h da a is p o c d agains unfai comme cial us

(2) Unl ss h na ional o compan submi ing h info ma ion ag s, h da a ma no b li d upon fo h app oval of comp ing p oduc s fo a asonabl p iod of ime, aking in o accoun h ffo s involv d in h o igina ion of h da a, h i na u , and h xp ndi u involv d in h i p pa a ion, and such p iod of ime shall g n all b no l ss han -fiv a s f om h da of ma k ing app oval

(3) Wh a Pa li s upon a ma k ing -app oval g an d b h o h Pa o a coun o h han h Uni d S a s o Bulga ia, h asonabl p iod of xclusiv us .of h da a submi d in conn c ion wi h ob aining h app oval li d upon shall commenc wi h h da of h fi s ma k ing app oval li d upon

(f) Enfo c men of In ll c ual P op Righ s

(i) Each Pa shall p o c in ll c ual p op igh s cov d b his l b means of civil law, -c iminal law, o adminis a iv law o a combina ion .h of in confo mi wi h h p ovisions b low Each Pa shall p ovid ff c iv p oc du s, in nall and a h bo d , o p o c h s in ll c ual p op igh s agains an ac of inf ing men , and ff c iv medi s o s op and p v n inf ing men s and o ff c iv l d fu h inf ing men s Th s p oc du s shall b appli d in such a mann as o avoid h c a ion of obs acl s o l gi ima ad and p ovid fo saf gua ds agains abus

(ii) P oc du s conc ning h nfo c men of in ll c ual p op igh s shall b fai and ui abl

(iii) Decisions on h me i s of a cas shall, as a g n al ul , b in w ri ing and ason d Th shall b mad known a l as o h pa i s o h dispu wi hou undu d la

(iv) Each Pa shall p ovid an oppo uni fo judicial vi w of final adminis a iv d cisions on h me i s of an ac ion conc ning h p o c ion of an in ll c ual p op igh Subj c o ju isdic ional p ovisions in na ional laws conc ning h impo anc of a cas , an oppo uni fo judicial vi w of h l gal asp c s of ini ial judicial d cisions on h me i s of a cas conc ning h p o c ion of an in ll c ual p op igh shall also b p ovid d

(v) R medi s agains a Pa

No wi hs anding h o h p ovisions of pa ag aph 2(f), wh n a Pa is su d fo inf ing men of an in ll c ual p op igh as a sul of h us of ha igh b o fo h gov nmen , h Pa ma limi medi s agains h gov nmen o pa men of full comp nsa ion o h igh -hold

3 Each Pa ag s o submi fo nac men , no la han Dec mb 31, 1992, h l gisla ion n c ssa o ca ou h obliga ions of his l and o x i s b s ffo s o nac and impl men his l gisla ion b ha da

4 Fo pu pos s of his l :

(a) " igh -hold ," means h igh -hold hims lf, an o h na u al o l gal p son au ho iz d b him who a xclusiv lic ns s of h igh , o o h au ho iz d p sons, including f d a ions and associa ions, having l gal s anding und domes ic law o ass such igh s;

(b) "A mann con a o hon s comme cial p ac ic " is und s ood o ncompass, in alia , p ac ic s such as h f , b ib , b ach of con ac , induc men o b ach, l c onic and o h fo ms of comme cial spionag , and includ s h ac uisi ion of ad s c s b hi d pa i s who kn w, o had asonabl g ounds o know, ha such p ac ic s w e involv d in h ac uisi ion

(c) Unl ss o h wis indica d b h con x , all ms in his l shall hav h same meaning as in h Ag men .

5. Nothi i thi tt r ha b co tru d to dimi i h th ri ht of atio a a d compa i of a Party u d r th A r me t.

I hav th furth r ho or to propo that thi u d r ta di b tr at d a a i t ra part of th A r me t. I wou d b rat fu if you wou d co firm that thi u d r ta di i har d by your Gov r me t.

I hav th furth r ho or to co firm that th for oi u d r ta di i har d by my Gov r me t a d co titut a i t ra part of th A r me t.

Si c r y,

ar a A. Hi

Wa hi to , Apri 22, 1991

D ear Mr. Amba ador,

I hav th ho or to co firm r c ipt of your tt r which r ad a fo ow s:

D ear Madam Amba ador:

I co ctio with th i i o thi dat of th A r me t o Trad R atio B tw e th Gov r me t of th U it d Stat of America a d th Gov r me t of th R pub ic of Bu aria (th "A r me t"), I hav th ho or to co firm th fo owi u d r ta di r ach d by our Gov r me t :

Fi a cia Matt r

A part of it co omic ib ra izatio proc , th Gov r me t of th R pub ic of Bu aria i t d to mak it curr cy co v rtib a oo a po ib . U ti th Bu aria curr cy b come fr y co v rtib , th Gov r me t of th R pub ic of Bu aria, for purpo of thi A r me t, wi provid acc to fr y co v rtib curr ci , i c udi throu h auctio , o a mo t-favor d- atio ba i .

Bu i Faci itatio

A y p rmi io r quir d for commercia r pr tatio to tab i h a d op rat i th R pub ic of Bu aria a d a y r i tratio r quir d i th R pub ic of Bu aria i ord r for atio a of ith r Party to a or rv a a t , co u ta t or di tributor i th t rritory of' th R pub ic of Bu aria wi b accomp i h d throu h a imp r i tratio proc pur ua t to which th p rmi io or r i tratio wi b automatica y a d xp ditiou y ra t d, orma y withi 30 day of app icatio , ubj ct, of cour , to r u atio co i t t with th xc ptio t forth i Artic XIII a d XVI of th A r me t.

u toms U io or Fr Trad Ar a

With r p ct to Para raph 4 (a) of Artic I of th A r me t, a Party may i vok thi xc ptio with r p ct to a cu toms u io , fr trad ar a, or a i t rim a r me t c ary for th formatio of th ame, which i co i t t with Artic XXIV of th GATT, a d o y if uch Party i forms th oth r Party of it p a with r p ct to uch cu toms u io or fr trad ar a a d afford uch oth r Party ad quat opportu ity for co u tatio .

o u tatio

I th v t of Bu aria' acc io to th GATT, th Parti a r to co u t to d t rmi wh th r a y cha to thi A r me t ar c ary or d irab .

I hav th ho or to propo that thi u d r ta di b tr at d a a i t ra part of th A r me t. I wou d b rat fu if you wou d co firm that thi u d r ta di i har d by your Gov r me t.

I hav th furth r ho or to co firm that th for oi u d r ta di i har d by my ov r me t a d co titut a i t ra part of th A r me t.

Si c r y, C

Carla A. H ll

gto , Apr l 22, 1991

Dear Mr. Amba ador:

I ave t e o or to co rm rece pt o your letter o today' date w h c read a ollow s:
a
"I co ect o w t t e g g o t date o t e Agreeme t o Trade Relat o Betwee t e Gover me t o t e U ted State o Amer ca a d t e Gover me t o t e People' Republ c o Bulgar a (t e "Agreeme t"), I ave t e o or to co rm t e u der ta d g reac ed by our Gover me t (t e "Part e ") regard g tour m a d travel-related erv ce a ollow s:

1. T e Part e recog ze t e eed to e courage a d promote t e growt o tour m a d travel-related ve tme t a d trade betwee t e U ted State o Amer ca a d t e People' Republ c o Bulgar a. I t regard, t e Part e recog ze t e de rab l ty o explor g t e po b l ty o egot at g a eparate b lateral agreeme t o tour m.

2. T e Part e recog ze t e be e t to bot eco omie o crea ed tour m a d travel-related ve tme t a d trade betwee t e r two terr tor e .

O c al Tour m Promot o O ce

3. Eac Party all eek permi o o t e ot er Party pr or to t e e tabl me t o o c al, gover me tal tour m promot o o ce t e ot er' terr tory.

4. Permi o to ope tour m promot o o ce or eld o ce , a d t e tatu o per o el w ho ead a d ta uc o ce , all be a agreed upo by t e Part e a d ubject to t e appl cable law s a d regulat o o t e o t cou try.

5. Tour m promot o o ce ope ed by e t er Party all be operated o a o -commerc al ba . O c al tour m promot o o ce a d t e per o el a g ed to t em all ot u ct o a age t or pr c pal commerc al tra act o , e ter to co tractual agreeme t o be al o commerc al orga zat o or e gage ot er commerc al act v t e . Suc o ce all ot ell erv ce to t e publ c or ot erw i e compete w t pr vate ector travel age t or tour operator o t e o t cou try.

6. O c al gover me tal tour m o ce all e gage act v t e related to t e ac l tat o o developme t o tour m betwee t e U ted State a d t e People' Republ c o Bulgar a, clud g:

a) prov d g ormat o about t e tour m ac l t e a d attract o t e r re pect ve cou tr e to t e publ c, a d travel trade a d t e med a;

b) co duct g meet g a d work op or repre e tat ve o t e travel du try;

c) part c pat g trade ow s;

d) d tr but g advert g mater al uc a po ter , broc ure a d l de , a d coord at g advert g campa g ; a d

e) per ormi g market re earc .

7. Not g t de letter all obl gate e t er Party to ope uc o ce t e terr tory o t e ot er Party.

Commerc al Tour m E terpr e

8. Commerc al tour m e terpr e , w het er pr vately or gover me tally-ow ned, all be treated a pr vate commerc al e terpr e , ully ubject to all appl cable law s a d regulat o o t e o t cou try.

9. Eac Party all e ure w t t e cope o t legal aut or ty a d accorda ce w t t law s a d regulat o t at a y compa y ow ned, co trolled or admi tered by t at Party or a y jo t ve ture t erew t or a y pr vate compa y or jo t ve ture betwee pr vate compa e , w h c e ect vely co trol a g ca t port o o t e upply f

of any tou m o t a el-- elated e ce n the te to y of that Pa ty hall p o de tho e e ce to nat onal and co mp an e of the othe Pa ty on a fa and equ table ba .

10. Noth ng n th lette o n the Ag eement hall be con t ued to me an that tou and t a el- elated e ce hall not ece e the benef t f o the Ag eement a fully a all othe ndu t e and ecto .

I ha e the hono to p opo e that th unde tand ng be t eated a an nteg al pa t of the Ag eement. I would be g ateful f you would conf m that th unde tand ng ha ed by you G e nment."

I ha e the fu the hono to conf m that the fo ego ng ha ed by my e nment and con t tute an nteg al pa t of the Ag eement.

S nce ely,

Wyl e H. Wh onant, J .

Act ng Unde Sec eta y

Te of Refe ence:

The Un ted State -Bulga a Jo nt Comme c al Co on

The Un ted State -Bulga a Jo nt Comme c al Co on e tabl hed by the e n nt of the Un ted State and Bulga a to fac l tate the de elopment of co c al elat on and elated econo c matte between the Un ted State of Ame ca and the Republ c of Bulga a.

The Co on hall wo k and hall fo late eco ndat on on the ba of mutual con ent.

The Co on hall:

--Re ew the ope at on of the U.S. Bulga a T ade Ag eement and make eco ndat on fo ach e ng t object e n o de to obta n the x mu benef t the ef o

--Exchange nfo t on about amendment and de elopment n the egulat on of the Un ted State and Bulga a affect ng t ade unde the U.S.-Bulga a T ade Ag eement;

--Con de me a u e wh ch would de elop and d e fy t ade and co c al coope at on. The e a u e hall nclude, but a e not l ted to encou ag ng and uppo t ng cont act and coope at on between bu ne e of both count e , and between f e tabl hed n the Un ted State and Bulga a;

--Mon to and exchange ew s on U.S.-Bulga a co c al elat on ; dent fy and whe e po ble eco nd olut on to ue of nte e t to both Pa t e ;

--P o de a fo u fo exchang ng nfo mat on n a ea of co c al, ndu t al, and technolog cal coope at on, whe e they ha e an act on co c al elat on ; and

--Con de othe tep wh ch could be taken to fac l tate and encou age the g owth and de elop nt of co c al elat on and elated econo c tte between the two count e .

The Co on hall be co ed of two ect on , a U.S. ect on and a Bulga an ect on. Each ect on hall be co po ed of a cha n and othe go e n nt off c al a de gnated by each Pa ty.

The Co on hall meet a often a tually ag eed by the Pa t e , alte nat ely n Wa h ngton and Sof a.

App op ate en o -le el off c al f om the U.S. Depa tment of Co ce and the Bulga an M n t y of Fo e gn Econo c Relat on hall act a co-cha n of the Co on, and hall head the e pect e ect on ; each ect on of the Co on hall nclude othe go e nment off c al a de gnated by each Pa ty.

The Co on hall wo k on the ba of mutual ag eement. The Co on hall, a nece a y, adopt ule of p ocedu e and wo k p og a . The Co on may, a mutually ag eed, e tabl h jo nt wo k ng g oup to consider s eci ic tters. These working grou s sh ll unction in ccord nce with the instructions o the Co ssion.

E ch section sh ll h ve n Executive Secret ry, n med by the ch ir n, who sh ll rr nge the work o their res ective section o the Co ssion. The Executive Secret ry sh ll rr nge the work o their res ective section o the Co ssion, nd er or the t sks o n org niz tion l or d mi nistr tive n ture connected with the me etings o the Co ssion.

The Executive Secret ries sh ll co nic te with e ch other s necess ry to rr nge Co ssion me etings nd to er or other unctions. gend s or Co ssion me etings sh ll be greed u on not l ter then one nth rior to the me eting. The me eting sh ll consider tters included in this gend , s well s urther tters which y be dded to the gend by mu tu l gree nt.

The Co ssion nd its working grou s sh ll work on the b sis o mu tu l gree me nt. greed mi nutes signed by the co-ch ir me n o the Co ssion sh ll be de ublic by e ch side. The P rties sh ll dvise e ch other whenever me sures nd reco nd tions greed to re subject to the subsequent rov l o their res ective govern me nts.

ny docu me nt tu lly greed u on during the work o the Co ssion sh ll be in the English nd Bulg ri n l ngu ges, e ch l ngu ge being equ lly uthentic.

Ex enses incident l to the me etings o the Co ssion nd ny working grou est blished by the Co ssion sh ll be borne by the host country. Tr vel ex enses ro one country to the other, s well s living nd other erson l ex enses o re resent tives rtici ting in me etings o the Co ssion nd ny working grou o the Co mi ssion sh ll be borne by the P rty which sends such ersons to re resent it.

E ch section y invite dvisers nd ex erts to rtici te t ny me eting o the Co ssion or its working grou s, exce t th t such rtici tion mu st be mu tu lly greed by the P rties in dv nce o the me etings.

The ter ms o re erence o the Co ssion y be me nded by mu tu l gree me nt o the P rties t ny me eting or during the eriods between me etings o the Co ssion.

Done in Washington, D.C., ril 22, 1991, in two co ies, in the English nd Bulg ri n l ngu ges, both texts being equ lly uthentic.

FOR THE GOVERNMENT OF THE

UNITED ST TES OF MERIC :

Tho s J. Duesterberg

ssist nt Secret ry

U.S. De rt me nt o Co rce

FOR THE GOVERNMENT OF THE

REPUBLIC OF BULG RI :

Ogni n R. Pisher

mb ss dor
