

T

Moldova Agreement On Trade Relations

THE UNITED STATES OF AMERICA AND THE REPUBLIC OF MOLDOVA AGREEMENT ON TRADE RELATIONS

the United States of America and the Republic of Moldova (hereinafter referred to collectively as "Parties" and individually as "Party"),

Recognizing that the development of bilateral trade may contribute to better mutual understanding and cooperation,

taking into account the favorable implications for trade expansion of the economic restructuring and the development of a market based economy in Moldova,

Considering that expanded trade relations between the Parties will contribute to the general well-being of the peoples of each Party, and promote respect for internationally recognized rights of working people,

Acknowledging that the development of trade relations and direct contact between Moldovan nationals and companies and United States nationals and companies will promote openness and mutual understanding,

Considering that economic ties are an important and necessary element in the strengthening of their bilateral relations,

Reaffirming their desire to develop economic cooperation in accordance with the principles and provisions of the Final Act signed in Helsinki on the 1st of August, 1975, and other documents of the Conference on Security and Cooperation in Europe, and in accordance with the Document of the Conference on Economic Cooperation in Europe held in Bonn in March-April 1990,

Being convinced that an agreement on trade relations between the two Parties will best serve their mutual interests, and

Desiring to create a framework which will foster the development and expansion of commercial ties between Moldovan nationals and companies and United States nationals and companies,

Have agreed as follows:

ARTICLE I

MOST FAVORED NATION AND NONDISCRIMINATORY TREATMENT

1. Each Party shall accord unconditionally to products originating in or exported to the territory of the other Party treatment no less favorable than that accorded to like products originating in or exported to the territory of any third country in all matters relating to:

(a) customs duties and charges of any kind imposed on or in connection with importation or exportation, including the method of levying such duties and charges;

(b) methods of payment for imports and exports, and the international transfer of such payments;

(c) rules and formalities in connection with importation and exportation, including those relating to customs clearance, transit, warehouses and transshipment;

(d) taxes and other internal charges of any kind applied directly or indirectly to imported products; and

(e) rules concerning sale, purchase, transport, distribution, storage and use of products on the domestic market.

2. Each Party has accorded or produces originating in or exported or held in or the Party nondiscriminatory treatment with respect to the application of quantitative restrictions and the granting of licenses.

3. Each Party has accorded or produces and exports originating in the Party nondiscriminatory treatment with respect to the allocation of the currencies needed or payable for imports.

4. The provisions of paragraphs 1, 2 and 3 have no application:

(a) advance accorded by the Party to the value of such Party's full membership in a customs union or free trade area;

(b), advance accorded to the customs for the facilitation of frontier traffic;

(c) advance accorded to the customs in accordance with the Geneva Agreement on Tariffs and Trade (the "GATT") and advance accorded to developing countries under the GATT and other international agreements; and

(d) action taken under Article XI (Market Access) of the Agreement.

ARTICLE II

GENERAL OBLIGATIONS WITH RESPECT TO MARKET

ACCESS FOR PRODUCTS AND SERVICES

1. Recognizing the mutual benefit to be realized on the basis of the Agreement and consistent with the most favored nation principle expressed in Article I, the Parties have on the basis of reciprocity and with a view to the elimination of trade barriers with the customs improve market access for products and exports of the Party and optimize mutual commercial opportunities including through the facilitation of market opening measures including from mutual trade negotiations. Taking the above into account and using from the development of market mechanisms in Moldova and in cooperation with the GATT or other international bodies have been established or increased export-import trade for products and exports of the United States.

2. Trade in products, and exports have been effected by contact between national and companies of the United States and national and companies of Moldova concluded in the exercise of their independent commercial judgment and on the basis of commercial considerations such as price, quality, delivery and terms of payment.

3. Neither Party has encouraged U.S. national and companies or Moldovan national and companies to engage in business or commercial transactions.

Neither Party has encouraged U.S. national or companies to decide to enter or commercialize operations in the Party with encouragement from the United States or each other as necessary information to facilitate the transaction.

4. Each Party has accorded or produces imported from the Party nondiscriminatory treatment with the Party's national no less favorable than has accorded or produces originating in another country in the international technical regulation and standard including conformity marking and certification. Furthermore the Parties have entered into technical regulation and standard and no separate adopted or applied in a discriminatory manner with a view to creating obstacles to bilateral trade or to protect domestic production.

ARTICLE III

EXPANSION AND PROMOTION OF TRADE

1. The Parties affirm their desire to expand trade in products and exports consistent with the terms of the Agreement. The Parties make appropriate measures to encourage and facilitate the exchange of goods and exports and to create favorable conditions for long-term development of trade relations between the United States, national and companies and Moldovan national and companies.

2. The Pa e ha ake app op a e mea u e o encou age he expan on of comme ca con ac wih a vew o nc ea ng ade. In h ega d, he Mo dovan Pa y expec ha , du ng he e m of h Ag eemen , Mo dovan na ona and compan e ha nc ea e he o de n he n ed Sa e fo p oduc and e vce , wh e he n ed Sa e Pa y an cpa e ha he effec of h Ag eemen ha be o encou age nc ea ed pu cha e by U n ed Sa e na ona and compan e of p oduc and e vce fom Mo dova. Towa d h end, he Pa e ha pub cze h Ag eemen and en ue ha made ava abe o a ne e ed pa e .

3. The Pa e ha encou age ne e ed na ona and compan e of boh coun e o ok fo oppo un e o expand ade n mach ne y, equ pmen and echno oge , nc ud ng cea on of favo abe f nanc a cond on o ca y on ade n uch p oduc .

4. Each Pa y ha encou age and fac a e he ho d ng of ade p omo ona even uch a fa , exh b on , mi on and emina n U e o y and n he e o y of he o he Pa y. Smia y, each Pa y ha encou age and fac a e he pa cpa on of e pec ve na ona and compan e n uch even . Subjec o he aw s n fo ce wih n he e pec ve e o e , he Pa e ag ee o a ow he mpo and eexpo on a du y fee ba of a a ce fo ue n uch even , p oveded ha uch a ce a eno o do o he wie an fe ed.

ARTICLE IV

GOVERNMENT COMMERCIAL OFFICES

1. Each Pa y ha a ow gove nmen comme ca offce o h e d ec y ho coun y na ona and, ubjec o aw and p ocedu e on en y and e dence of a en , h d coun y na ona .

2. Each Pa y ha en ue unh nde ed acce of ho coun y na ona o gove nmen comme ca offce of he o he Pa y.

3. Each Pa y ha encou age he pa cpa on of na ona and compan e n he ac v e of he e pec ve gove nmen comme ca offce , e pec a y wih e pec o even he d on he p emi e of uch comme ca offce .

4. Each Pa y ha cea e favo abe cond on fo acce by gove nmen comme ca offce pe onne of he o he Pa y o ho coun y offca a boh he fede a and o he eve , ep e en a ve of a e en e p e , n ue , fo e gn ade o gan za on , coope a ve , jo n ven ue and o he o gan za on .

ARTICLE V

B SINESS FACILITATION

1. Each Pa y ha pe mi he e ab hmen wih n e o y of comme ca ep e en a on of compan e of he o he Pa y and ha acco d uch ep e en a on ea men a ea a favo abe a ha acco ded o comme ca ep e en a on of compan e and o gan za on of h d coun e . If e he Pa y acc ed comme ca ep e en a on , ha Pa y ha e ab h p omp y an exped ed acc ed a on p ocedu e. Th ough h p ocedu e, a cen a acc ed ng au ho y ha exe ce be effo o con de an app ca on fo acc ed a on and, n he ca e of a po ve dec on, o ue a ce fca e of acc ed a on o comme ca ep e en a on of he o he Pa y a wih n 60 day of he ubmi on of uch app ca on. The acc ed a on p ocedu e ha be admin e ed wih a goa of max miz ng he pa cpa on n he ma ke of he acc ed ng Pa y U of compan e a eady ope a ng n ha ma ke, new en an and ma compan e . Comme ca ep e en a on of a Pa y acc ed ed h ough he above p ocedu e ha be acco ded ea men no e favo abe han ha acco ded o acc ed ed comme ca ep e en a on of h d coun e , excep ha hey ha no be en ed o he a ance of he acc ed ng Pa y n oca ng offce and e den a pace.

2. Each Pa y ha affo d comme ca ep e en a on of he o he Pa y fa and equ abe ea men wih e pec o he conduc of he ope a on .

3. Each Pa y ha pe mi comme ca ep e en a on of he o he Pa y o mpo and ue n acco dance wih no ma comme ca p ac ce , offce and o he equ pmen , uch a ypewr e , pho cop e , compu e and U e efax mach ne n connec on wih he conduc of he ac v e n he e o y of uch Pa y.

4. Each Pa ha pe mi on a nondi c imina o ba i , a nondi c imina o p ice (whe e uch p ice a e e o con o ed b he gove nmen), comme cia ep e en a ion of he o he Pa acce o office pace and iving accommoda ion , whe he o no de igna ed fo u e b fo eigne , a we a e ecommunica ion , municipa and ocia e vice .

5. Each Pa ha pe mi uch comme cia ep e en a ion e abi hed in i e i o o hi e di ec emp o ee
who a e na iona of ei he Pa o of hi d coun ie and o compen a e uch emp o ee on e ms and in a
cu enc ha i mu ua ag eed be ween he pa ie , con i en wi h uch Pa ' minimum wage aws.

Each Pa ha pe mi na iona and companie of he o he Pa o adve i e hei produc and e vice (a) h ough di ec ag eemen wi h he adve i ing media, including e evi ion, adio, p in and bi boa d, and (b) b di ec mai , including he u e of enc o ed enve ope and ca d p eadd e ed o ha na iona o compan .

7. Each Pa ha pe mi na i o n a and companie of he o he Pa o conduc ma ke udie , ei he di ec o b con ac , wi hin i e i o . To faci i a e he conduc of ma ke e ea ch, each Pa , upon eque of he o he Pa , ha make avai abe o in e e ed na i o n a and companie of ha Pa , nonconfiden ia , nonp op ie a ma ke info ma ion wi hin i po e ion.

8. Each Pa ha pe mi comme cia ep e en a ion o ock and p ovide an adequa e upp of amp e and ep acemen pa fo befo e and af e a e e vice on a noncomme cia ba i .

9. Each Party has facilitated decisions between end-user in the industry and national and companies of the Party. Each Party has created favorable conditions for decisions between organizations and governments in the industry who have decision-making power and purchase of goods and services and national and companies of the Party. Each Party has a encourage decisions concerning trade between Moldovan national and companies and U.S. national and companies, including those which affect the identity of products, end-user or business.

10. Each Pa ha pe mi na iona and companie of he o he Pa o engage and e ve a agen o con u an fo na iona o companie of ei he Pa 6 and of hi d coun ie on p ice and e ms mu ua ag eed be ween he pa ie . Each Pa ha pe mi na iona and companie of he o he Pa o engage i na iona and companie ha ac a di ibu o , p ovided ha uch na iona o companie a e en i ed o engage in uch ac ivi ie , on p ice and e ms mu ua ag eed be ween he pa ie . ii. Nei he Pa ha impo e mea u e which un ea onab impai con ac ua o p ope igh o o he in e e acqui ed wi hin i e i o b na iona and companie of he o he Pa .

12. No hing in pa ag aph 1, 5 o 10 of hi A ice ha be in e p e ed o confe an igh unde ei he Pa
aw and p ocedu e on en and e idence of a ien .

ARTICLE VI

TRANSPARENCY

1. Each Party shall make available publicly on a timely basis laws and regulations related to commercial activities, including trade, investment, taxation, banking, insurance and other financial services, and postal and air transport.

2. Each Party shall provide information and companies of the other Party with access to available nonconfidential information on the national economy and individuals, including information on foreign trade.

3. Each Pa has a low level of the Pa⁺ ion, when in equilibrium, the opposite of the concentration of the Pa⁺ ion which affects the conductance of the solution.

ARTICLE VII

FINANCIAL PROVISIONS RELATING TO TRADE IN PRODUCTS AND SERVICES

1. Un e o he wi e ag eed be ween he pa ie o individua an ac ion , a comme cia an ac ion be ween Uni ed S a e na iona and companie and Mo dovan na iona and companie ha be made in Uni ed S a e 6

dollars or an other freely convertible currency as mutually agreed upon by suc-
cessors and companies.

2. No restrictions shall be placed by either Party upon exports from its territory of convertible currencies, including deposits or investments in a freely convertible currency, obtained in an authorized manner in connection with trade in products and services by nationals and companies of either Party.

3. Nationals and companies of a Party holding currency of either Party received in an authorized manner made deposits in authorized financial institutions located in either territory of either Party and maintain and use such currency or local currencies in accordance with applicable laws and regulations of either Party.

4. The following paragraph 2, in connection with trade in products and services, each Party shall grant to nationals and companies of either Party most-favored-nation treatment with respect to:

(a) opening and maintaining accounts, in both foreign and local currency, and having access to funds deposited, in financial institutions located in either territory of either Party;

(b) payments, remittances and transfers of convertible currencies, or financial investments or deposits in a freely convertible currency, between territories of either Party, as well as between territory of a Party and a foreign country;

(c) raising of foreign convertible financial investments authorized to deal in foreign exchange, and authorized means of obtaining freely convertible currencies; and

(d) receipt and use of local currency.

ARTICLE VIII

PROTECTION OF INTELLECTUAL PROPERTY

1. Proceeding from important principles and principles of international protection of promotion and economic cooperation and acknowledging principles of creating more favorable conditions for trade and civil protection of intellectual property and its enforcement, Parties have agreed as follows:

(a) ensure in accordance with provisions of international legislation, protection and implementation of intellectual property rights, including copyright in literature, scientific and artistic works including computer programs and databases, patents and other rights on inventions and industrial designs, know-how, trademarks, trade names and service marks, and protection against unfair competition;

(b) ensure a fair international commitment in intellectual property rights are honored. Accordingly, each Party ratifies commitments made with respect to industrial property in Paris Convention for Protection of Industrial Property of March 30, 1883, as revised at Stockholm on July 14, 1967 ("Paris Convention"), and commitments made with respect to copyright in Universal Copyright Convention of September 6, 1952; and

(c) encourage appropriate arrangements between institutions within United States and Moldova to provide protection of intellectual property rights.

2. To provide adequate and civil protection and enforcement of intellectual property rights, each Party agrees to submit, to its respective legislative bodies, draft laws necessary to carry out obligations of this Article and other relevant measures or legislation and implement its laws. In this connection, Parties will:

(a) enact copyright legislation regarding the Bern Convention for Protection of Literary and Artistic Works (Paris 1971) ("Bern Convention");

(b) provide copyright protection for computer programs and databases as literary works under its copyright laws; W

(c) (1) pro... pro... c on for soun... r cor... ngs frs fx... by h... r r sp c... na onals or frs publish... n h... r... na onal... r r ory;

(c) (2) such pro... c on shall nclu... , among h... min mum rgh s guaran... o pro uc rs of h s works, a rgh of r pro uc on an a rgh of publc... s r bu on an mpor a on, an no wihs an ng h rgh s of an own r of a par cular copy of a soun... r cor... ng n such copy, h pro uc r of a soun... r cor... ng shall con nu... o njoy h xclus... commercal r n al an l n ng rgh s n such copy; an

(c) () h Par... s agr... , ha mme a ly af r bo h Par... s ha... nac... pro... c on for soun... r cor... ngs orgna ng n h... r r sp c... r r or s, o ak such s ps as ar n c ssary un... r ome s claw o x n such pro... c on o soun... r cor... ngs orgna ng n h o h r Par y's... r r ory;

() pro... pro uc an proc ss pa n pro... c on for all ar as of chnology (xc p h Par... s may xclu ma rals us ful sol ly n a omic wea pons) for a... rm of a l as 20 y ars from h fl ng of an appl ca on or a l as 17 y ars from h gran of h pa n ; an

() pro... broa pro... c on for ra... s cr s.

. Upon h... a wh n bo h Par... s ar memb rs of h B rn Un on, h pro... c on of works n x s nc pr or o ha... a shall b... rmin n accor anc wih Ar cl 18 of h 1971 Pars Ac of h B rn Con n on.

4. Th Par... s shall n ro uc n h r l gsla... proposals h prncpl s numera... n h s l... rs o h s Agr... men . Th s s l... rs shall form an n gral par of h s Agr... men .

5. Th Par... s agr... o cons u a workng group on n ll c ual prop r y ma... rs n accor anc wih h... rms an for h purpos s s for h n h s l... rs a ach h r o.

ARTICLE IX

TRANSIT

Each Par y shall fac l a... h rans of pro uc s orgna ng n h... r r ory of h o h r Par y an ranspor... a h... r r ory of h Par y n accor anc wih h laws an r gula ons n forc n h Par y.

ARTICLE X

SUBJECTS FOR FURTHER ECONOMIC COOPERATION

1. Th Par... s shall ak appropra s ps o fos r conomic coop ra on on as broa a bas as poss bl n all fl s... me o b n h r mu al n r s , nclu ng wih r sp c o s a s cs an s an ar s.

2. Th Par... s, ak ng n o accoun h growing conomic s gnfcanc of s r c n us r s, agr... o consul on ma... rs aff c ng h con uc of s r c bus n ss b wen h wo coun r s an par cular ma... rs of mu al n r s r la ng o n... ual s r c s c ors wih h obj c... , among o h rs, of a a n ng max mum poss bl mark... acc ss an l b ral za on.

ARTICLE XI

MARKET DISRUPTION SAFEGUARDS

1. Th Par... s agr... o consul promp ly a... h r qu s of h r Par y wh n... r h r ac ual or prosp c mpor s of pro uc s orgna ng n h... r r ory of h o h r Par y caus or hr a n o caus or s gnfcan ly con r bu... o mark... srup on. Mark... srup on x s s wih n a ome s c n us ry wh n... r mpor s of an ar cl , l k or r c ly comp... wih an ar cl pro uc by such ome s c n us ry, ar ncr as ng rap ly, h r absolu ly or r la... ly, so as o b a s gnfcan caus of ma... ral njury, or hr a h r of, o such ome s c n us ry.

2. Th consul a ons pro... for n paragraph I shall ha... h obj c... s of (a) pr s n ng an xamin ng h fac ors r la ng o such mpor s ha may b caus ng or hr a n ng o caus or s gnfcan ly con r bu ng o mark... srup on, an (b) fn ng means of pr... n ng or r me y ng such mark... srup on. Such consul a ons 3

shall be concluded within sixty days from the date of the request for such consultation, unless the Parties thereto agree.

3. Unless a difference is mutually agreed upon regarding the consultation, the importing Party may (a) impose a quantitative import limitation, tariff measures, or any other restrictive measures it deems appropriate, and (b) take appropriate measures to ensure that imports from the territory of the other Party comply with such quantitative limitations or other restrictive measures. In this event, the other Party shall be free to deviate from its obligations under this Agreement with respect to substantially equivalent trade.

4. Where in the judgment of the importing Party, emergency action is necessary to prevent serious damage to its territory, the importing Party may take such action at any time and in accordance with its consultation procedures. Such consultations shall be requested immediately thereafter.

5. In the selection of measures under this Article, the Parties shall endeavor to give priority to those measures which cause least disturbance to the achievement of the goals of this Agreement.

6. The Parties acknowledge that the elaboration of the market-oriented safeguard provisions in this Article is the prerogative of the right of either Party to apply law applicable to fair trade.

7. Each Party shall ensure that its domestic legislation, procedures for determining market-oriented trade practices affecting affected parties and participation to submit their views.

ARTICLE XII

s

DISPUTE SETTLEMENT

1. Nationals and companies of either Party shall be accorded equal treatment with respect to access to all courts and administrative bodies in the territory of the other Party, as plaintiffs, defendants or otherwise. They shall not claim any immunity from suit or execution of judgments, procedures for the recognition and enforcement of arbitral awards or their liability in the territory of the other Party with respect to commercial transactions; they also shall not claim any immunities from taxation with respect to commercial transactions, except as may be provided in other bilateral agreements.

2. The Parties encourage the adoption of arbitration for the settlement of disputes arising out of commercial transactions concluded between nationals and companies of the United States and nationals and companies of Moldova. Such arbitration may be provided for by agreements or contracts between such nationals and companies or separate trade agreements between them.

3. The parties to civil transactions may provide for arbitration or alternatively recognize arbitration rules, including the UNCITRAL Rules in which case the parties shall designate an Arbitrator. The arbitral award shall be subject to the laws of the United States or Moldova.

4. Unless the parties agree between themselves, the parties shall specify as the place of arbitration a country, other than the United States or Moldova, that is a party to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, signed in New York, June 10, 1958.

5. Nothing in this Article shall be construed to prevent, and the Parties shall not prohibit, the parties from agreeing to pay their foreign arbitration dispute settlement which they mutually prefer to agree best suits their particular needs.

6. Each Party shall ensure that an effective means exists within its territory for the recognition and enforcement of arbitral awards.

ARTICLE XIII

NATIONAL SECURITY

The provisions of the Agreement shall be limited to the rights of the Parties to take any action for the protection of security there.

ARTICLE XIV

CONSULTATIONS

1. The Parties agree to consult periodically with the framework of the Joint US-Moldova Commercial Committee to review the operation of the Agreement, and where applicable.

2. The Parties agree to consult promptly through appropriate channels the request of the Parties to discuss any matter concerning the interpretation or implementation of the Agreement and other relevant aspects of the relationship between the Parties.

ARTICLE XV

DEFINITIONS

1. As used in the Agreement, the terms set forth below shall have the following meanings:

(a) "company," means a body corporate, company, association, sole proprietorship or other organization legally constituted under the laws and regulations of a Party or a territorial subdivision thereof, whether or not organized for pecuniary gain or privately or governmentally owned; provided, however, the Party relevant to the company's activity under the Agreement shall be a Party or a Party's territory or a Party's territory controlled by a Party or a Party's territory with which the company does not maintain formal economic relations.

(b) "commercial representative," means a representative of a company or organization of a Party.

(c) "national," means a natural person who is a national of a Party under applicable law.

ARTICLE XVI

GENERAL EXCEPTIONS

1. Subject to the requirements, the measures are applied in a manner which would constitute a measure of arbitrary or unjustifiable discrimination between countries where the same conditions prevail, or a disguised restriction on international trade, of which the Agreement shall be considered prohibited the adoption or enforcement by a Party of:

(a) measures necessary to secure compliance with laws or regulations which are inconsistent with the purpose of the Agreement;

(b) measures for the protection of essential security interests and the prevention of deceptive practices as set out in Article VIII of the Agreement (as related to the latter); or

(c) any other measure referred to in Article XX of the GATT.

ARTICLE XVII

ENTRY INTO FORCE, TERM AND TERMINATION

1. The Agreement (including the letter which forms an integral part of the Agreement) shall enter into force upon the exchange of diplomatic notes which the Parties to each other shall execute any legal requirements or entry into force have been fulfilled and shall remain in force as provided in the Article.

2. The term of the Agreement shall be three years, subject to paragraph 4 below.

3. The Agreement shall be extended or renewed by mutual agreement of the Parties for a period of 30 days prior to the expiration of the term of the Agreement.

of the then content

Either Party may terminate this Agreement upon sixty days written notice to the other Party and in such case the Parties will, to the fullest extent practicable, seek to minimize possible disruption to their trade relations

I WITNESS WHEREOF, the Undersigned, being duly authorized, have signed this Agreement

DONE at Washington this 19th day of June, 1992, in two original copies in the English language. A Romanian language text shall be prepared which shall be considered equally authentic upon an exchange of diplomatic notes confirming its conformity with the English language text

FOR THE UNITED STATES OF AMERICA:

FOR THE REPUBLIC OF MOLDOVA:

TANC offers these agreements electronically as a public service for general reference. Every effort has been made to ensure that the text presented is complete and accurate. However, copies needed for legal purposes should be obtained from official archives maintained by the appropriate agency.

N