

法規名稱：AGREEMENT ON TRADE BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN HANOI AND THE VIETNAM ECONOMIC AND CULTURAL OFFICE IN TAIPEI

簽訂日期：民國 94 年 09 月 08 日

The Taipei Economic and Cultural Office in Hanoi (hereafter referred to as (TECO) being duly authorized and
The Vietnam Economic and Cultural Office in Taipei (hereafter referred to as (VECO) being duly authorized,
hereinafter referred to collectively as "Contracting Parties"
and individually as "Contracting Party";

Being desirous of developing and strengthening economic and trade relations between the Relevant Side from which VECO has been authorized (hereafter referred to as "Side A") and the Relevant Side from which TECO has been authorized (hereafter referred to as "Side B"), hereinafter referred to collectively as "Sides" and individually as "Side", on the basis of equality and mutual benefit;

Have agreed as follows:

Article 1:

PROMOTING THE ECONOMIC AND TRADE RELATIONS

The Contracting Parties undertake to promote economic and trade relations between the Two Sides in accordance with their respective laws and regulations in force.

Article 2:

MOST-FAVOURED-NATION TREATMENT

1. During the time period before Side A acquires a full membership of the World Trade Organization (WTO), the Side A shall accord to Side B the Most-Favoured-Nation treatment on trade in goods, including:

- 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 goods;
 - e. The application of quantitative restrictions and the granting of licenses; and
 - f. Other laws, regulations and requirements affecting the sale, offering for sale, purchase, transportation, distribution, storage and use of products in the domestic market.
2. During the time period before Side A acquires full membership of WTO, the Side B shall accord to the Side A the status analogous to that the Side B accords to members of the WTO with respect to trade in goods.
3. The Most-Favoured-Nation treatment provisions of this Agreement shall not apply to:
- a. Advantages accorded by either Side to members of economic alignment agreements signed or acceded by the Side concerned;
 - b. Advantages accorded by either Side to its bordering countries to facilitate cross-border trade, in conformity with bilateral agreement;
 - c. Advantages accorded by either Side to developing countries and less developed countries;
 - d. Advantages resulted from transit goods agreements signed or acceded by the Side concerned;
 - e. Tenders of goods purchasing for projects financed by international organizations or foreign countries and other

projects stipulated by the government concerned; and
f. Advantages accorded by either Side to any third country under any specific and bilateral agreements, which are under a time schedule and are not accorded to any other third country, as defined by the Understanding on the Interpretation of Article XXIV of the GATT1994.

Article 3:

TRADE FACILITATION

1. The Contracting Parties shall assist their respective Side's enterprises in respect of Co-operation and joint ventures in manufacturing and processing for export in their mutual interest.
2. Each Contracting Party shall facilitate the other Side's enterprises in trade fairs to be held in its territory and the staging of exhibitions, subject to such terms and conditions as may be imposed by the competent authorities at the places where the trade fair or exhibition is to be held.
3. The Contracting Parties agree to actively cooperate to remove non-tariff barriers in order to facilitate the exportation and importation of goods.

Article 4:

ARTICLES IMPORTED FOR DISPLAY, SAMPLES AND INSTALLATION EQUIPMENT, HAND-TOOLS

With respect to articles and samples imported for display at a fair or exhibition, samples of no-commercial value and not for sale, installation equipment and hand-tools for installation and repairs subject to the condition that they will be re-exported out of the importing Side after completion of the work, the laws and regulations of the importing country where such fair or

exhibition is held shall govern:

- Any exemption from customs duties or other similar charges;
- Any entry of the articles or samples into the commerce in the importing Side.
- Duration from date of entry to date of re-export.

Article 5:

EXPECTATIONS

- 1.Nothing in this Agreement prejudices or limits the right of either Contracting Party, based on WTO's Agreement on safeguards, to enact and administer laws and regulations applicable to products imported in such increased quantities and under such conditions as to cause or threaten to cause serious injury to domestic producers of like or directly competitive products.
- 2.The provisions of this Agreement shall not limit the right of either Contracting Party to take any action for the protection of its national security interests.
- 3.Nothing in this Agreement shall be construed to prohibit the adoption or enforcement by either Contracting Party of measures:
 - a.Necessary to protect public morals;
 - b.Necessary to protect human, animal or plant life or health;
 - c.Relating to the importation or exportation of gold or silver;
 - d.Necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Agreement;
 - e.Relating to the products of prison labour;
 - f.Imposed for the protection of national treasures of artistic, historic or archaeological value;
 - g.Relating to the conservation of exhaustible natural

resources if such measures are made effective in conjunction with restrictions on domestic production or consumption.

4.The Contracting Parties undertake to strictly follow the requirement that such above mentioned measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where the same conditions prevail, or a disguised restriction on international trade.

Article 6:

SETTLEMENT OF TRADE PREJUDICES

1.When trade prejudices made by one Contracting Party do occur, the other Contracting Party may request for initiation of a consultation or an investigation for settlement. Any request for initiation of a consultation or an investigation shall be submitted in writing and shall give the reasons for the request, including identification of the measures at issue.

2.As soon as possible after a request for initiation of an investigation is received by the authorities of one Contracting Party who created the trade prejudices, and in any event upon the initiation of an investigation, the Contracting Party of the affected side shall be afforded an adequate opportunity for consultations with the aim of clarifying the situation and arriving at a mutually agreed solution. Furthermore, throughout the period of investigation, the Contracting Party of the affected side shall be afforded an adequate opportunity to continue consultations, with a view to clarifying the factual situation and to arriving at a mutually agreed solution.

3.The Contracting Party of the affected side shall permitted, upon request, access to non-confidential evidence and data of

the other Side being used for initiating or conducting the investigation.

4. Each Contracting Party shall ensure that its laws and regulations are transparent and afford the Contracting Party of the affected side an opportunity to submit their views. Such laws and regulations shall not be applied in a manner that discriminates arbitrarily or unjustifiably between products of the other Side and products of any third country.

Article 7:

SETTLEMENT OF TRADE DEFICIT

The Contracting Parties undertake that, with the occurrence of a serious trade imbalance between the two Sides, the Contracting Party of the Side which enjoys a trade surplus shall actively cooperate with the Contracting Party of the other Side which suffers a trade deficit to seek effective measures for increment of importation of goods from the Side of trade deficit in order to gradually eliminate such trade imbalance.

Article 8:

LAW APPLICABLE TO CONTRACTS AND SETTLEMENT OF COMMERCIAL DISPUTES

1. Neither Contracting Party shall interfere with the freedom of the juridical persons and physical persons subject to its jurisdiction to agree with the juridical persons and physical persons of the other Side on the choice of law to govern the conclusion and performance of contracts between them.
2. The juridical persons and physical persons of Sides may agree to settle disputes arising out of commercial transactions by arbitration.

3. Such juridical persons and physical persons of Sides involved in disputes arising out of individual commercial transactions, may agree to settle the disputes by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), adopted in 1976.
4. Nothing in this Agreement shall be interpreted in such a way as to hamper, nor shall either Contracting Party prevent, the juridical persons and physical persons commercial transactions from agreeing on any other form of arbitration for the settlement of commercial disputes.
5. For the settling of commercial disputes, the juridical persons and physical persons of each Side shall enjoy access to the courts and arbiters of the other Side on the same basis as the juridical persons and physical persons of the other side and of any third country.

Article 9:

PAYMENTS

All payments between enterprises of the Two Sides shall be made in freely convertible currencies in accordance with respective foreign exchange regulations in force.

Article 10:

CONSULTATIONS

1. The Contracting Parties shall consult with each other from time to time regarding the operation of this Agreement or of any provision thereof.
2. Pursuant to paragraph 1 of this Article The terms of reference for consultations shall be:
 - a. To keep under review the possibility of broadening this

Agreement;

- b.To consider matters affecting trade between Two Sides.
 - c.To exchange information and views on matters that might adversely affect either Side's existing levels or future development of trade;
 - d.To review multilateral trade matters of common interest;
 - e.To review progress towards expanding bilateral trade, and to examine, where appropriate, proposals designed to encourage further growth in trade or to overcome hindrances to such growth.
- 3.Consultations pursuant to this Article may be initiated at the request of either Contracting Party upon an official notice to the other Contracting Party and may be reviewed within 60 days from the date the other Contracting Party received such an official notice.
- 4.The location of meetings held pursuant to this Article shall alternate between Two Sides unless the Contracting Parties agree otherwise. A competent representative of each Contracting Party shall lead that Side's delegation to such meetings. Each meeting shall be chaired by a representative of the host Side.
- 5.The Contracting Parties shall endeavor to amicably settle any dispute that may arise over the interpretation or application of any provision of this Agreement.

Article 11:

ENTRY INTO FORCE, TERMS AND TERMINATION

- 1.Each Contracting Party shall notify the other Contracting Party of the fulfillment of its domestic legal procedures required for the entry into force of this Agreement. This Agreement shall enter into force on the later date of the

required notification given by the Contracting Party. It shall remain in force for one year in the first instance and shall be automatically renewed for a period of one year each time, unless either Contracting Party expresses its intention in writing to terminate this Agreement 90 days before the expiry of its validity.

2.The provisions of this Agreement shall continue to be applied after it has expired to all commercial transactions concluded but not fully performed before the termination of this Agreement.

3.At any time whilst the Agreement is in force, either of the Contracting Parties may propose in writing amendments thereto and to which the other Contracting Party shall reply within 90 days upon receipt of such notice. The terms of the Agreement may be amended by the mutual consent of the Contracting Parties.

Done at Hanoi, on the 8th day of September 2005, in duplicate, in the English language.

Representative of
the Taipei Economic and
Cultural Office in Hanoi

Representative of the Vietnam
Economic and Cultural Office
in Taipei

Huang Nan-Huei

Hoang Nhu Ly