



**TRADE AGREEMENT**  
**BETWEEN**  
**BOSNIA AND HERZEGOVINA**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF INDONESIA**

Bosnia and Herzegovina and the Government of the Republic of Indonesia, hereinafter referred to as "the Contracting Parties",

Desiring to promote and strengthen the economic and trade relations between the two countries on the basis of equality and mutual benefit;

Considering that it would be in their mutual interest to establish a bilateral mechanism between the Parties for encouraging the liberalisation and promotion of trade as well as for consulting on bilateral trade issues;

Taking into consideration the principles of the World Trade Organization (WTO).

**HAVE AGREED AS FOLLOWS:**

### Article 1

The Contracting Parties shall, in accordance with their national laws and regulations, take all appropriate measures to promote, facilitate and develop economic and trade co-operation between the two countries on a long term and stable basis.

### Article 2

1. The Contracting Parties shall grant each other the Most Favoured Nation Treatment within the limits of laws and regulations in force in their respective countries in respect to custom duties, taxes, and other charges as well as custom formalities.
2. The provisions of the paragraph 1 above shall not, however, apply to:
  - a. The advantages and preferences accorded by either Contracting Party to neighbouring countries for the purpose of facilitating frontier traffic;
  - b. The advantages and preferences resulting from a customs union and/or free trade area to which either of the Contracting Party is or may become a party.
  - c. Results of arrangements made for counter trade with third countries.

### Article 3

1. The import and export of products shall be carried out in accordance with laws and regulations in force in either State, international trade practices, and on the basis of contracts to be concluded between natural and/or legal persons of the two States.
2. Each Contracting Party shall, subject to its laws and regulations in force, exempt the following articles from custom duties, taxes and other dues upon their importation and exportation;
  - a. Goods and materials for fairs and exhibitions which are of no commercial value;
  - b. Samples of merchandise, fit only to be used as such and of no commercial value;
  - c. Advertising materials of no commercial value
  - d. Products specified in paragraph a, b, and c are not to be sold unless a prior permit is granted and only after the payment of their dues and custom duties.

### Article 4

The Contracting Parties shall provide each other intellectual property protection, in accordance with the International Convention, and Agreement Trade-related Aspects of Intellectual Property Rights which forms an integral part of the Final Act Embodying the results of the Uruguay Round Multilateral Trade Negotiations signed in Marrakesh on 15 April 1994.

#### Article 5

All payments arising under this Agreement shall be effected in freely convertible currency in accordance with international trade practices, the national laws and regulations and contracts to be concluded between natural and/or legal persons in the two respective countries.

#### Article 6

In case of a result of the implementation of this Agreement, import of a particular product is increasing in such a manner as to cause or threaten to cause serious injury to sector producing like or directly competitive products in the either Contracting Party concerned, may take any necessary measures to prevent or to remedy in accordance with national law and international law of WTO-Agreement.

#### Article 7

1. The Contracting Parties agree to designate the Ministry of Foreign Trade and Economic Relation on behalf of Bosnia and Herzegovina, and the Department of Industry and Trade on behalf of the Government of The Republic of Indonesia, as responsible bodies for the implementation of activities under this Agreement.
2. The Contracting Parties shall notify in writing each other of change, if any, in Designated Authorities.

#### Article 8

In case of the emergence of problem of access to market in their trade relations, both Contracting Parties upon written request by one of them through the Designated Authority shall in the spirit of co-operation and mutual understanding find an acceptable solution to both Contracting Parties.

#### Article 9

Natural and legal persons of either State shall also be free to import or export products from each other on the basis of counter-trade compensation contracts, leasing and buy-back arrangements or any other internationally recognised form of business co-operation, in accordance with the laws and regulations of the two States.

### Article 10

1. In order to facilitate the implementation of this Agreement, the Contracting Parties agreed to set up a Joint Trade Committee comprising the representatives of the two Parties. The functions of the Joint Trade Committee shall include:
  - a. reviewing the implementation of this Agreement;
  - b. examining the possibilities of increasing and diversifying mutual trade and economic relations between the two countries;
  - c. submitting and studying proposals with the aim of suggesting to the Contracting Parties measures for the dynamic development of trade and economic co-operation.
2. The Joint Committee shall meet once a year alternately in the capitals of the two countries or at any time agreed upon by the Contracting Parties:

### Article 11

This Agreement shall not prevent either of the Contracting Parties from implementing prohibitions and restrictions or any measures which its directed to:

- a. The protection of its essential security interest and public policy,
- b. The protection of its public health of the prevention of infection and the spreading of diseases and pests in animal and/or plant.
- c. The protection of articles of artistic, historic and archaeological value.

### Article 12

1. This Agreement shall come into force on the date of last note confirming its approval in accordance with the national laws and procedures in force in either country and will remain valid for a period of five years.
2. Unless either Contracting Party has notified the other in writing about its intention to terminate this Agreement six months prior to the expiration of the aforesaid period of five years it shall be considered as automatically extended for another year and thereafter, subject to the some procedure with respect to its terminations, for further successive periods of one year each.

3. This Agreement may be revised or terminated by the mutual consent of the Contracting Parties. The revision or termination of this Agreement shall not affect the validity of contracts already concluded between the natural and juridical persons of the two countries.
4. Any dispute between the Contracting Parties concerning the interpretation and/or application of this Agreement shall, as far as possible be settled amicably through diplomatic channels, consultations, or negotiations.

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

DONE and signed at Sarajevo on the 10 September 2002, in two originals in English language, both being equally authentic.

For

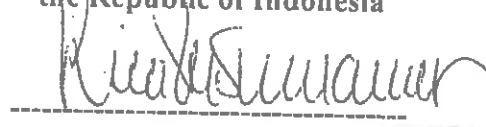
Bosnia and Herzegovina



A handwritten signature in black ink, written over a horizontal dashed line. The signature is cursive and appears to be 'S. Šuhović'.

For

The Government of  
the Republic of Indonesia



A handwritten signature in black ink, written over a horizontal dashed line. The signature is cursive and appears to be 'Kusni Susanto'.