



TRADE AGREEMENT
BETWEEN
BOSNIA AND HERZEGOVINA
AND
THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

Bosnia and Herzegovina, and the Government of the Hashemite Kingdom of Jordan (hereinafter referred to as «The Contracting Parties») desiring for further expansion and diversification of trade relations and promoting economic and trade co-operation on the basis of equality, non-discrimination and mutual interests, have decided to conclude this Agreement and 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

The Contracting Parties will apply customs duties and other charges with respect to exportation and importation of goods to and from their respective countries not less favourable than those granted to any other country.

The provisions of the former paragraph shall not be applied to:

- a) Benefits, favours, privileges and exemptions, which either of the Contracting Party grants or shall in the future, grant to any of its neighbouring countries.
- b) Benefits, favours, privileges and exemptions which have been granted or shall be in the future granted by either Contracting Party as a consequence of its participation in free trade areas or customs unions or other economic arrangements.
- c) Benefits, favours, privileges and exemptions which have been granted or shall be in the future granted by the Hashemite Kingdom of Jordan to any member state of the Arab League.

Article 3

The Contracting Parties agree that import and export licences shall be issued in accordance with laws and regulations in force in their respective countries for those kinds of commodities where such licences are required.

In accordance with WTO principles and rules, licences shall be issued on terms and conditions not less favourable than those granted to any other third country, subject to the provisions of Article 2 of this Agreement.

Article 4

Within the framework of this Agreement, the competent organization in each Contracting Party shall issue "the Certificate of Origin" for its own products to be exported to the other Contracting Party where such certificate is required.

Article 5

The import and export of goods and services will be carried out on the basis of this Agreement in accordance with laws and regulations in force in either Contracting Party, and on the basis of contracts to be concluded between natural and legal persons of the two Contracting Parties.

Neither Contracting Party shall be responsible for liabilities or damages of natural and legal persons arising from such commercial transactions.

Article 6

1. Any Contracting Party may apply a safeguard measure to a product imported from the territory of the other party only if it has determined that such product is being imported into its territories in such increased quantities, absolute or relative to domestic production, and under such condition as to cause or threaten to cause serious injury to the domestic industry that produces like or directly competitive products.
2. As specified in paragraph 1, and prior to application of the measures, or, as soon as possible in cases which require immediate actions, the Party in question shall supply the Joint Commission with all relevant information required for a thorough examination of situation with a view to seeking a solution acceptable to the Parties.
3. If the Joint Commission has not taken a decision putting an end to the difficulties or no other satisfactory solution has been reached within twenty days of the matter being referred, the importing Party may adopt the appropriate measures to remedy the difficulties which have arisen. These measures must not exceed the scope of what is necessary to remedy the difficulties, which have arisen.
The safeguard measures shall be notified immediately to Joint Commission, and shall be the subject of periodic consultation within the Commission, particularly with a view to their abolition as soon as circumstances permit.
4. In critical circumstances, where delay would cause damage which would be difficult to repair, a Member may take a provisional safeguard measure without prior consultations provided that the consultations will be called immediately after such action has been taken.

Article 7

All payments arising under this Agreement shall be effected in freely convertible currency in accordance with the laws and regulations in either Contracting Party.

Taking into account the importance of the banking sector in developing mutual economic and commercial activities, the Contracting Parties agree to promote the co-operation between the banks of their countries in accordance with the laws and regulations in force in their respective States.

Article 8

The Contracting Parties shall endeavor to support the development of trade between them, including the establishment of joint ventures, commercial centers, and through other ways and means of agreed upon cooperation.

Article 9

The Contracting Parties shall allow, in accordance with their laws and regulations in force in each country, the temporary import and export of certain items, without imposing customs duties, value added tax, excise tax, purchase tax or other charges having equivalent effect. These items shall be as follows:

- a) Commercial samples and advertising material of no commercial value according to the Geneva Convention of 1952 to facilitate the importation of commercial samples and advertising material.
- b) Items for fairs and commercial exhibitions imported on a temporary basis, according to the laws and regulations of each Contracting Party.
- c) Special containers and packing used in international trade on a return basis, according to the laws and regulations of each Contracting Party.

Article 10

The Contracting Parties shall promote and develop trade between their countries, in order to achieve this objective, each Contracting Party will facilitate the opening of commercial offices by natural and legal persons authorized to assume foreign trade activities, in accordance with the laws and regulations of each contracting country.

Article 11

This Agreement will not affect the rights of either of the Contracting Party in exercising any kind of prohibition or limitation in order to protect the national security or interests, public health, environment, exhaustible resources and national, cultural and archaeological patrimony, as well as preventing animal diseases and pests.

Article 12

The Contracting Parties shall take the necessary measures in order to ensure the protection and proper use of the patents, trade marks, copyrights, and commercial secrets which are property of natural or legal persons of the Contracting Parties, in accordance with specific laws and regulations in force in each Contracting Party as well as the international agreements and understandings they are party thereto.

Article 13

1. The Contracting Parties agree to establish a Joint Bosnia and Herzegovina-Jordanian Commission on Trade and Economic Co-operation with the objective of facilitating the implementation of this Agreement. The Commission shall meet once a year or upon request of either Contracting Party, in Bosnia and Herzegovina and Jordan alternatively.
2. The commission shall, inter alia:
 - a) Review the implementation of the present Agreement and consider measures, which might be taken with a view to fulfilling its provisions.
 - b) Discuss matters pertinent to the promotions and the development of trade and economic relations between the Contracting Parties.
 - c) Explore the possibilities of promoting and diversifying trade and economic relations, including industrial and investment co-operation, on the basis of mutual benefits, and identify new areas for such co-operation.
 - d) Consult on any problem, which might arise in the course of the development of economic and trade relations between the Contracting Parties.

Article 14

Nothing in this Agreement shall be construed as to affect any right or obligation arising from any existing international agreement or treaty already entered into by either of the Contracting Parties prior to the conclusion of this Agreement.

Article 15

Any dispute arising from the interpretation or implementation of this Agreement will be solved by mutual negotiations.

If mutual agreement is not achieved, then such dispute will be solved by means accepted by the international law.

Article 16

The provisions of this Agreement shall continue to govern contracts signed within its relevance even after its validity has expired.

Article 17

1. This Agreement may be revised or amended by written agreement of the Contracting Parties.
2. Amendments to this Agreement shall enter into force in accordance with the provisions set out in Article 18 of this Agreement.
3. The revision or the amendment of this Agreement shall not affect the validity of contracts already concluded between natural and/or legal persons of the Contracting Parties under the provisions of this Agreement.

Article 18

This Agreement shall come into force on the date of exchange of notes by the Contracting Parties to the effect that all the legal requirements for the ratification of the Agreement have been fulfilled at this point of time.

The Agreement shall remain in force for a period of five years and shall be automatically renewed for one year unless either of the Contracting Party, through diplomatic channels, terminates the Agreement through a written notification at least three months before the expiry of its validity.

Done in Amman on 2/7/2006 in two originals, in Bosnian/Croatian/Serbian, Arabic and English language, all texts being equally authentic. In case of any divergence or differences in interpretation, the English text shall prevail.

For
Bosnia and Herzegovina



For the Government of the
Hashemite Kingdom of Jordan

