

## Bilateral Trade Agreement other than the SAARC Countries

SL. No.	Names of Countries	Names of Agreements	Date of Signature
1.	<b>Cambodia</b>	Trade Agreement between The Royal Government of Cambodia and The Government of the People's Republic of Bangladesh.	04-08-2006
2.	<b>China</b>	Trade Agreement between The Government of the People's Republic of Bangladesh and The Government of The People's Republic of China	01-01-1993
3.	<b>Indonesia</b>	Trade Agreement between The Government of the People's Republic of Bangladesh and The Government of The Republic of Indonesia.	24-01-2004
4.	<b>Iran</b>	Agreed Text on Trade Agreement between the Islamic Republic of Iran and the People's Republic of Bangladesh.	09-06-2005
5.	<b>Iran</b>	Preferential Trade Agreement between the People's Republic of Bangladesh and the Islamic Republic of Iran	26-07-2006
6.	<b>Iraq</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Republic of Iraq.	10-05-1981
7.	<b>Kuwait</b>	a) Trade and Economic Agreement between the Government of the State of Kuwait and Government of the People's Republic of Bangladesh.	04-06-1979
8.	<b>Kuwait</b>	b) Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the State of Kuwait.	14-02-2011
9.	<b>Malaysia</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and The Government of Malaysia.	01-12-1977
10.	<b>North Korea</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Democratic People's Republic of Korea	28-02-1974
11.	<b>South Korea</b>	Agreement between the Government of the People's Republic of Bangladesh and the Government of the Republic of Korea on Trade and Economic Co-operation.	1-07-1973
12.	<b>Thailand</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Kingdom of Thailand.	22-08-1977
13.	<b>United Arab Emirates</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the United Arab Emirates.	11-05-1984
14.	<b>Vietnam</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Socialist Republic of Vietnam.	24-09-1996

<b>SL. No.</b>	<b>Names of Countries</b>	<b>Names of Agreements</b>	<b>Date of Signature</b>
15.	<b>Albania</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the People's Socialist Republic of Albania.	25-04-1988
16.	<b>Algeria</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Democratic People's Republic of Algeria.	14-10-1976
17.	<b>Belarus</b>	Agreement between the Government of the Republic of Belarus and the Government of the People's Republic of Bangladesh on Trade and Economic Cooperation.	20-05-2007
18.	<b>Brazil</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Federative Republic of Brazil.	13-02-1976
19.	<b>Bulgaria</b>	Long Term Trade Agreement between the Government of the People's Republic of Bulgaria and the Government of the People's Republic of Bangladesh.	18-11-1985
20.	<b>Egypt</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Arab Republic of Egypt.	22-07-1974
21.	<b>Germany</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the German Democratic Republic.	24-07-1972
22.	<b>Hungary</b>	Trade Agreement between the People's Republic of Bangladesh and the Hungarian People's Republic.	05-04-1972
23.	<b>Kenya</b>	Trade Agreement between the Government of the Republic of Kenya and the Government of the People's Republic of Bangladesh.	01-09-1982
24.	<b>Mali</b>	Trade Agreement between the Government of the Republic of Mali and the Government of the People's Republic of Bangladesh.	27-08-1995
25.	<b>Morocco</b>	Trade Agreement between the Government of the Kingdom of Morocco and the Government of the People's Republic of Bangladesh.	15-09-1999
26.	<b>Poland</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Polish People's Republic.	21-06-1972
27.	<b>Romania</b>	Agreement on Trade between the Governments of the People's Republic of Bangladesh and the Government of Romania.	15-09-1997
28.	<b>Senegal</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Republic of Senegal.	27-05-1974
29.	<b>Sudan</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Democratic Republic of the Sudan.	29-07-1976

<b>SL. No.</b>	<b>Names of Countries</b>	<b>Names of Agreements</b>	<b>Date of Signature</b>
30.	<b>Turkey</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Republic of Turkey.	27-07-1976
31.	<b>U.S.A</b>	Agreement between the Government of The United States of America and the Government of The People's Republic of Bangladesh on a Trade and Investment Cooperation Forum	25-11-2013
32.	<b>Uganda</b>	Trade Agreement between the Government of the People's Republic of Bangladesh and the Government of the Republic of Uganda.	16-10-1974
33.	<b>Ukraine</b>	Agreement between the Government of Ukraine and the Government of the People's Republic of Bangladesh on Trade and Economic Cooperation.	15-06-2007
34.	<b>Uzbekistan</b>	Agreement between the Government of the People's Republic of Bangladesh and the Government of the Republic of Uzbekistan on Trade and Economic Cooperation.	14-02-1998
35.	<b>Zimbabwe</b>	Trade Agreement between the Government of the Republic of Zimbabwe and the Government of the People's Republic of Bangladesh.	14-10-1989

**TRADE AGREEMENT  
BETWEEN  
THE ROYAL GOVERNMENT OF CAMBODIA  
AND  
GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLAESH**

The Royal Government of Cambodia and the Government of the People’s Republic of Bangladesh hereinafter referred as “the Contracting Parties”.

Desiring to expand and strengthen trade relations between the two countries on the basis of the principles of equality and mutual benefit and most favoured nation treatment for the purpose of enhancing their respective economic development.

Have agreed as follows:

**Article I**

The Contracting Parties shall, within the framework of their respective laws and regulations, take all the appropriate measures to facilitate, strengthen, consolidate and diversify the trade between the two countries on a long term and stable basis.

**Article II**

The Contracting Parties shall within the provision of laws and regulations in force in their respective countries, grant each other the most-favoured nation treatment with respect to custom duties and other taxes and duties applicable to trade exchanges between the two countries as agreed upon by them in the framework of WTO.

**Article III**

The provision of Article II shall not be construed so as to prevent:

- a) either of the Contracting parties from conferring or according advantages to adjacent countries in order to facilitate exchanges limited to contiguous frontier zones in which trade is conducted; and
- b) exclusive preferential treatment which results from any preferential trading arrangement or regional economic arrangement to which either of the Contracting Parties is a member.

The Trade goods between the two countries will be carried out in accordance with the prevailing laws & regulations of the respective countries.

**Article IV**

The Contracting Parties shall agree subject to their respective laws and regulations-

- a) to accord facilities for participating in fairs and exhibitions;
- b) to organize visits of businessmen of trade centers;

- c) to exempt from customs duties and other similar charges on articles and samples intended to use during fairs and exhibitions only as well as facilitate the entry, re-export, sale and disposition of articles where the fairs or exhibitions are to be held.

## **Article V**

All payments under the Agreement shall be freely made in all convertible currencies in accordance with the laws & regulations in force in the two respective countries.

## **Article VI**

Each Contracting Parties shall in accordance with its existing laws and regulations grant to the individual of other country, pursuant to the provisions of this Agreement, all assistance necessary to facilitate their work and ensure the successful performance of their tasks.

## **ARTICLE VII**

The representatives of both the Contracting Parties, upon request by either of them, shall in the spirit of cooperation and mutual understanding discuss measures aimed at broadening trade relations between the two countries and finding solution to problems arising from the implementation of this Agreement. The venue and date of such discussions shall be determined by mutual consent.

## **ARTICLE VIII**

The present Agreement shall not prevent either of the Contracting Parties from applying prohibition or restriction of any measures which is directed to the protection of its essential security interest, public moral public health or the prevention of diseases and pests in animals and plants. Any prohibition or restriction on trade shall be notified to each other beforehand.

## **ARTICLE IX**

Any dispute arising out of the interpretation or implementation of the provisions of this Agreement shall be settled amicably through diplomatic channels between the Contracting Parties. If any dispute between the parties as to matters arising pursuant to this Agreement cannot be settled amicably through diplomatic channels within thirty (30) days after receipt by one party of the other parties request for such amicable settlement, the dispute may be submitted by either party for settlement through Arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

## **ARTICLE X**

This Agreement shall enter into force on the date of its signing. This Agreement shall be valid for a period of five (5) years and shall continue to be in force thereafter for another period of five (5) years unless either Contracting Party notifies in writing of its intention to terminate this Agreement three (3) months before the expiry of this Agreement.

The provision of this Agreement shall remain equally applicable after its termination in respect of all contracts concluded during the period of its validity but which have not been fully implemented on the date of its expiry.

At the request of either Contracting Party, the present Agreement may be amended or revised by mutual consent.

IN WITNESS WHERE OF the undersigned, being duly authorized thereto by their respect Governments, have signed present Agreement.

Done in Phnom Penh day of 04 August the year 2006 in three original texts in the Khmer, Bangla and English languages, all texts being equally authentic. In case of any divergence concerning the interpretation, the English text shall prevail.

Signed  
FOR ROYAL GOVERNMENT  
OF CAMBODIA

Signed  
FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

**TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF CHINA**

The Government of the People’s Republic of Bangladesh and the Government of the People’s Republic of China, (hereinafter referred to as the Contracting Parties) being desirous of further promoting friendship and trade and economic relations between the two countries on the basis of equality and mutual benefit, have agreed as follows:

**ARTICLE I**

The Contracting Parties shall take appropriate measures to develop and facilitate trade between the two countries.

**ARTICLE II**

The import and export of goods/commodities shall be carried out in accordance with the effective laws and rules on import, export and foreign exchange control in either country on the basis of agreements concluded between import and export traders or trading organizations of the two countries.

**ARTICLE III**

To promote and facilitate trade, the Contracting Parties shall grant each other most-favoured-nation treatment in all matters relating to shipping, customs duties and other taxes to be levied on the importation and exportation of commodities, and to the formalities and charges of customs management.

The provisions of the preceding paragraph, however, shall not apply to:

- a) Preferences and advantages which either Contracting Party has accorded or may accord to bordering countries in order to facilitate their frontier trade; and
- b) Preference and advantage which result from any customs unions or free trade areas to which either Contracting Party is or may become a member.

**ARTICLE IV**

- 1) All payments for trade between the two countries shall be made in freely convertible currencies acceptable to both countries, unless otherwise agreed, subject to regulations of foreign exchange control in force in either country.
- 2) Legal and natural persons and organizations who are entitled to carry out foreign trade activities in both countries may carry out counter trade if agreed to.

**ARTICLE V**

In accordance with the requirements and possibilities of the Contracting Parties, the exchange of commodities between the two countries shall be made on the basis of Schedule “A” (Export from Bangladesh to China) and Schedule “B” (Export from China to Bangladesh) attached to this Agreement, subject to laws and regulations in force in the respective countries.

However, this Agreement does not preclude the exchange of commodities not listed in the above mentioned Schedules.

#### **ARTICLE VI**

The Contracting Parties shall adopt measures for narrowing the trade gap, if any, and for the growth of bilateral trade in a more or less balanced manner.

#### **ARTICLE VII**

The Contracting Parties shall encourage and facilitate the participation by the relevant foreign trade organizations and corporations importers and exporters of each country in trade exhibitions and fairs to be held in either country.

#### **ARTICLE VIII**

The Contracting Parties shall allow the importation and exportation of items described below which are to be exempted from customs duties, taxes and other dues of a similar nature, subject to laws and regulations in force in their respective countries:

- a) items to be used as samples, and/or promotion materials of no commercial value;
- b) items and products to be imported for fairs and exhibitions provided they are not sold;
- c) items and materials to be imported temporarily for processing, repair and working, subject to their re-export;
- d) tools and devices to be used for assembly and erection of plant, provided such tools and devices shall be re-exported.

#### **ARTICLE IX**

The Contracting Parties shall encourage and provide facilities to their foreign trade corporations to establish their trade representations in each other's country.

#### **ARTICLE X**

In order to facilitate the implementation of this Agreement, the Contracting Parties shall consult each other, as and when necessary, and meet alternately in Dhaka and Beijing.

#### **ARTICLE-XI**

The provisions of this Agreement shall continue to be applied, after its expiry, to all contracts for trade transaction concluded but not fully executed before the termination of this Agreement.

#### **ARTICLE XII**

On the date on which this Agreement comes into force, the Trade Agreement which was signed between the Contracting Parties in Dhaka on November 18, 1989 shall be automatically terminated, but the contract's concluded in accordance with the protocol(s)



under the said agreement so terminated shall continue to be in force until the expiry of the validity of their respective terms.

### **ARTICLE XIII**

This Agreement shall come into force from 01 January, 1993 and shall remain valid for a period of three years. Thereafter, it shall be automatically extended for subsequent periods of three years unless a written notice is given by either side for the termination of this Agreement six months before the date of its expiry.

Done in Beijing on December 21, 1992 in two original copies, each written in the English and Chinese languages, both texts being equally authentic.

Signed

FOR AND ON BEHALF  
OF THE GOVERNMENT  
OF THE PEOPLE'S  
REPUBLIC OF BANGLADESH

Signed

FOR AND ON BEHALF  
OF THE GOVERNMENT  
OF THE PEOPLE'S  
REPUBLIC OF CHINA

## **SCHEDULE A**

### **INDICATIVE LIST OF EXPORTS FROM BANGLADESH TO CHINA**

1. Raw jute
2. Jute goods
3. Frozen fish
4. Crust/ finished leather and leather products
5. Sugar
6. Processed timber
7. Tobacco
8. Newsprint, paper and paper pulp
9. Rayon
10. Cellophane
11. Fertilizer
12. Electric wires and cables
13. Telephone cables
14. Pvc products
15. Jute carpets
16. Jute yarn and twine
17. Ready –made garments
18. Toiletries
19. Safety razor blades
20. Tea and packet tea
21. Others

## **SCHEDULE B**

### **INDICATIVE LIST OF EXPORTS FROM CHINA TO BANGLADESH**

1. Coal
2. M.S. Billets
3. Pig iron
4. Cotton
5. Rice
6. High speed diesel oil
7. Lubricating base oil
8. Dyes and chemicals
9. Light industrial products
10. Textiles
11. Machinery and equipment
12. Hydroelectric power plant
13. Tools and hardware
14. Others

**TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA**

The Government of the People’s Republic of Bangladesh and the Government of the Republic of Indonesia, hereinafter referred to as “the Parties”,

Considering their mutual interest in strengthening and developing of trade ties and expanding and diversifying of commercial exchange and enhancing the level of trade cooperation based on equality, non discrimination and maintenance of mutual interest;

Superseding the Agreement between The Government of The People’s Republic of Bangladesh and the Government of The Republic of Indonesia, signed at Jakarta on July 29, 1978;

Have agreed as follows:

**Article-1  
Scope of Cooperation**

Commercial exchanges and contracts concluded between natural and juridical persons of the Parties shall be carried out within the framework of this Agreement and subject to laws and regulations in force in either of the Party as well as their common general principles of law.

**Article-2  
Exportation to a Third Party**

Goods and services exchanged under this Agreement between the Parties might be, with the consent of exporting Party, re-exported to third countries according to the prevailing legislation of each of the Party.

**Article-3  
Standards**

The exchange of goods and services between the Parties shall be within the framework of this Agreement and in accordance with the standards agreed upon by the respective organizations of the Parties.

**Article-4  
Customs Duties and Charges**

Customs duties and taxes levied by either Party on the export products of the other Party, shall be in accordance with the laws and regulations of each of the Parties.

**Article-5  
Non Tariff Measures**

The Parties in order to develop mutual commercial relations between the two countries have agreed to reduce or eliminate the non-tariff barrier reciprocally within the framework of such subsidiary contracts as might be required to be concluded between the Parties.

**Article-6**  
**System of Currency Receipt and Payment**

All receipts and payments in foreign currency arising in regard to trade transaction under this Agreement shall be affected in freely convertible currency in accordance with laws and regulations in either country.

**Article-7**  
**Participation in Exhibitions and Fairs**

Each Party shall encourage its commercial companies and institutions to participate in international/specific exhibitions and fairs held in the territory of the other Party and shall as far as possible provide the commercial companies and institutions of the other Party with the necessary facilities and exempt customs duties and other similar charges on the goods and samples intended to be used during exhibitions and fairs.

**Article-8**  
**Visa Facilities**

The Parties in order to expand mutual trade relations between the two countries agreed to provide facilities for granting commercial visa.

**Article-9**  
**Cooperation of Chambers of Commerce and Exchange of Delegations**

The Parties agreed to encourage their Chambers of Commerce to maintain closer and effective cooperation and if necessary, to establish joint Business Council between the Federation of Bangladesh Chambers of Commerce and Industry (FBCCI) and the Indonesian Chamber of Commerce and Industry (KADIN Indonesia), to exchange commercial delegations and convene specialized seminars and conferences in order to become familiar with each other's products and their marketing, and provide the required facilities to this end.

**Article-10**  
**Expansion and Diversification of Commercial Relations**

The Parties in order to develop commercial relations shall encourage their natural and juridical persons to implement international trade methods such as counter trade, trade partnership/ venture and long-term commercial cooperation.

**Article-11**  
**Protection of Public Health and National Interests**

The Provisions of this Agreement shall not confine the rights of each Party as for the imposition of any banning or restriction with regard to the protection of national interests, public health and/or prevention of diseases and animal or plant pests.

## **Article-12**

### **Joint Trade Committee**

The Parties agreed to establish a Joint Trade Committee consisting of the representatives of government officials and businessmen of the two Parties and the Committee shall meet annually alternately in the territory of each country at any time agreed upon. The terms of references of the Committee shall be as follows:

1. Examine the implementation of this Trade Agreement;
2. Find solutions of problems which might arise from the implementation of this Agreement;
3. Find ways and means for further expansion of bilateral trade cooperation;
4. Promote various business potentials existing in the two countries;
5. Propose the amendment and revision of the text of this Agreement.

## **Article-13**

### **Amendment**

This Agreement may be amended if it is deemed necessary, by mutual written consent by the Parties . Any modification of amendment, which has been agreed upon by the Parties, shall enter into force on the date as will be determined by the Parties.

## **Article-14**

### **Settlement of Disputes**

Any disputes and/or differences arising out of the interpretation and/or implementation of this Agreement shall be settled amicably by consultations and/or negotiations between the Parties through diplomatic channels.

## **Article-15**

### **Entry into Force, Duration and Termination**

1. This Agreement shall come into force on the date of the receipt of the last notification by which the Parties inform each other through diplomatic channels, that respective constitutional requirements for giving effect to this Agreement have been fulfilled.
2. This Agreement shall remain in force for a period of 5 (five) years and shall be automatically renewed for subsequent period of 5(five) years thereafter each .unless either Party notifies in writing to the other Party of its intention to terminate this Agreement, at least 6(six) months before.
3. The termination of this Agreement shall not affect the completion of any contracts/programme undertaken under this Agreement and not fully implemented at the time of expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective governments, have signed this Agreement.

Done at Jakarta, on the Twenty Fourth Day of January in the Year Two Thousand Four, in duplicate, in English language.

For and on behalf of the Government of The  
People's Republic of Bangladesh

Signed

M. Morshed Khan, MP  
Minister for Foreign Affairs

For and on behalf of the Government of the  
People's Republic of Indonesia

Signed

Rini M. Sumarno Soewandi  
Minister of Industry and Trade

**In the name of God the most compassionate, the most Merciful**

**AGREED TEXT ON TRADE AGREEMENT  
BETWEEN THE ISLAMIC REPUBLIC OF IRAN  
AND THE PEOPLE'S REPUBLIC OF BANGLADESH**

The Government of the Islamic Republic of Iran and the Government of the People's Republic of Bangladesh, hereinafter jointly referred to as the "Contracting Parties" and in the singular as the "Contracting Party"

Considering their mutual interest in strengthening and developing of trade ties and expanding and diversifying of cooperation based on equality and non-discrimination and maintenance of mutual interests.

Have agreed as follows:

**ARTICLE 1  
Scope of the Agreement**

Commercial exchanges between the Contracting Parties and contracts concluded between natural and juridical persons of the two countries to be carried out within the framework of this Agreement and in conformity with the governing laws and regulations of each Contracting Party.

**ARTICLE 2  
Re-exportation to a Third party**

The commodities/goods traded between the Contracting Parties may be re-exported to third country, subject to the laws, rules and regulations prevailing in the re-exporting Contracting Party.

**ARTICLE 3  
Issuance of the Certificate of Origin**

Each Contracting Party shall take proper measures to issue certificates of origin for the commodities exported to the other Contracting Party provided that commodities with their last stage of manufacturing process done in the territory of any Contracting Parties shall be regarded as their commodities.

**ARTICLE 4  
Standards**

The exchange of commodities and services between the Contracting Parties shall be within the framework of this Agreement and in accordance with the standards agreed upon by the respective authorities of the Contracting Parties.

**ARTICLE 5**  
**Customs Duties, Taxes and Charges**

Customs duties, taxes and charges levied by either Contracting Party on the export products of the other Party shall be collected in accordance with the laws and regulations of the respective Contracting Party.

**ARTICLE 6**  
**Tariff and Non-tariff Measures**

Each Contracting Party shall grant to the other Contracting Party exactly the same tariff and non- tariff preferences or reduction or elimination of any tariff and non-tariff barrier as already granted or to be granted in future in its commercial relations with a third state. But any facility granted to such third state or states under regional or bilateral arrangement will not be granted or deemed to have been granted to the Contracting Party.

**ARTICLE 7**  
**System of Currency, Receipt and Payment**

All receipts and payments in foreign currency arising in regards to trade transaction under this Agreement shall be effected in convertible currency in accordance with the laws and regulations in either country.

**ARTICLE 8**  
**Participation in Fairs**

Each Contracting Party shall encourage its commercial companies and institutions to participate in international or specific fairs held in the territory of the other Contracting Party or to hold such fairs in the country of the Contracting Party and shall, as far as possible, provide the commercial companies and institutions of the other Contracting Party with the necessary facilities.

Subject to its law, one Contracting Party will allow the importation of trade and advertising materials, commercial catalogues and the like from the country of the other Contracting Party on temporary basis under obligation of carrying them back within a specified period free of customs duties, taxes and other charges.

**ARTICLE 9**  
**Consular Facilities**

The Contracting Parties in order to expand trade relations between the Contracting Parties agree to provide consular facilities such as the grant of commercial visa and certification of commercial documents on a reciprocal basis.



**ARTICLE 10**  
**Establishment of Trade Office or Trade Center**

In order to facilitate and develop the exchange of commodities/goods, services and trade information between the Contracting Parties, each Contracting Party shall permit the other Contracting Party to establish a trade Office or Trade Center in its territory. The number of employees and the equipments and branches of the said office or center shall be determined through the future agreements between the Contracting Parties.

**ARTICLE 11**  
**Achievement of Balance in Commercial Exchanges/Transactions**

Each Contracting Party in order to attain a balanced trend in mutual trade exchanges shall satisfy, as far as possible, the trade needs of the other Contracting party with the observance of the preferences under its laws and regulations.

**ARTICLE 12**  
**Cooperation of Chambers of Commerce and Exchange of Delegations**

The Contracting Parties agree to encourage their Chambers of Commerce to maintain close and effective cooperation and if necessary to establish Joint Chambers of Commerce, exchange of commercial delegations, and convening of specialized seminars and conferences in order to become familiar with each other's products and marketing and also provide the required facilities to this end.

**ARTICLE 13**  
**Expansion and Diversification of Commercial Relations**

The Contracting Parties in order to develop commercial relations shall encourage their natural and juridical persons to implement international trade methods such as counter-purchase ( buy back) and compensation deals and establishing trade partnerships/ventures and long-term commercial cooperation.

**ARTICLE 14**  
**Transit of Commodities/Goods**

Each Contracting Party may consider to provide necessary facilities, subject to its existing laws and regulations, for the transit of the other Contracting Party's commodities of commercial interest.

**ARTICLE 15**  
**National Treatment**

Each Contracting Party agrees to extend national treatment to the nationals of the other Contracting Party within the context of the present Agreement except in such exclusive reserved for its own nationals.

**ARTICLE 16**  
**Accession to Judicial Authorities**

The Contracting Parties agree that the nationals of one Contracting Party shall enjoy equal treatment with regard to access to Judicial authorities within the territory of the other Contracting Party and the nationals of one Contracting Party shall be exempted in the territory of the other Contracting Party from Payment of security, if any, payable by them in respect of any judicial proceeding under the relevant laws and regulations because of their being foreign nationals.

**ARTICLE 17**  
**Joint Committee**

The Contracting Parties agree to establish a Joint Committee consisting of their own representatives which shall hold sessions annually and alternately in the territory of each Contracting Party.

The functions of the Committee shall be as follows:

- a) Supervision of the good performance of this agreement,
- b) Presentation of Solution for elimination of difficulties which might arise from the performance of this Agreement and settlement of trade disputes, otherwise not resolved between juridical and natural persons of the two countries.
- c) Review and study of ways to increase and diversify mutual trade and presentations of executive recommendations in this connection to the Contracting Parties,
- d) Proposal for amendments and revisions to be made, if any, in the present Agreement.

**ARTICLE 18**  
**Protection of Public Health and National Interests**

The provisions of this Agreement shall not limit the rights of any of the Contracting Parties as to imposition of any ban or restriction with regard to the protection of national interests, public health and/or prevention of disease and animal or plant pests.

**ARTICLE 19**  
**Duration and Termination**

This Agreement shall come into force from the date of the last notification by one of the Contracting Parties to the other indicating that it has complied with its constitutional requirements for entry into force of the present Agreement and shall remain in force for a period of 5 years. After the expiration of this period, this Agreement may be extended for a period of one year unless either of the Contracting Parties notifies the other in writing six months prior to termination of this period that it does not intend to extend the Agreement.

Upon termination of the validity of this Agreement, its provisions with regard to the contracts accordingly signed and are being executed shall be valid for one year after the termination of this Agreement at the latest unless the Contracting Parties agree otherwise.

Done in one preamble and 19 Articles on 9<sup>th</sup> day of June, 2005 corresponding to 26 Jaistha 1412 in two originals each in Persian, Bangla and English all three texts being equally authentic.

In case of divergent interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

Signed

AIR VICE MARSHAL (RETD)  
ALTAF HOSSAIN CHOUDHURY  
MINISTER OF COMMERCE

FOR THE GOVERNMENT OF THE  
ISLAMIC REPUBLIC OF IRAN

Signed

MOHAMMAD SHARIATMADARI  
MINISTER OF COMMERCE

**In the name of God the most compassionate, the most Merciful**

**Preferential Trade Agreement between  
the People's Republic of Bangladesh  
and  
the Islamic Republic of Iran**

**PREAMBLE**

The Government of the Islamic Republic of Iran ("Iran") and the Government of the People's Republic of Bangladesh ("Bangladesh"), hereinafter referred to as the "Contracting Parties",

CONSCIOUS of their longstanding friendship;

EXPECTING that this Agreement will create a conducive environment for economic and regional relations between them;

RECOGNIZING that strengthening of their closer economic partnership will bring economic and social benefits and improve the living standards of their people;

BEARING in mind that the expansion of mutual trade and economic relations will foster further interaction between the Contracting Parties thus promoting regional peace and stability;

CONSCIOUS that such mutual trade arrangement will contribute to the promotion of closer links with other economies in the region;

BELIEVING that this contractual framework could promote gradually and could also extend to new areas of mutual interests;

STRESSING the need for the diversification of traded products with a view to fostering further development of their respective economies;

CONSIDERING that the expansion of their domestic markets, through commercial cooperation, is an important prerequisite for accelerating their processes of economic development;

BEARING in mind the desire to promote mutually beneficial bilateral trade; and

RECOGNIZING that progressive reductions and elimination of obstacles to trade through this bilateral Preferential Trade Agreement (hereinafter referred to as the "Agreement") will contribute to the expansion of bilateral as well as world trade,

Agree as follows:

**ARTICLE 1  
OBJECTIVES**

The objectives of this Agreement are:

- to strengthen the economic relationship between the Contracting Parties;
- to increase the volume of trade in goods between the Contracting Parties;

- to create a more predictable and secure environment for the sustainable growth of trade between the Contracting Parties;
- to reinforce and gradually promote this Preferential Trading Agreement, and upgrade it to a free trade agreement that could be considered at a future time;
- to expand mutual trade through exploring newer areas of cooperation;
- to facilitate diversification of traded products between the Contracting Parties;
- to encourage further competition amongst their enterprises; and
- to contribute in this way, by the removal of barriers to trade, to the harmonious development and expansion of bilateral as well as world trade.

## **ARTICLE 2**

### **DEFINITIONS**

For the purpose of this Agreement:

- 1- “Tariffs” means customs duties included in the national schedules of the Contracting Parties.
- 2- “Para-tariffs” means border charges and fees other than tariffs on foreign trade transactions of a tariff-like effect, which are levied solely on imports but not those indirect taxes and charges which are levied in the same manner on like domestic products. Import charges corresponding to specific services rendered, are not considered as Para-tariff measures.
- 3- “Non-tariff barriers” means any measure, regulation, or practice, other than tariffs and Para-tariff, the effect of which is to restrict imports or to significantly distort trade between the Contracting Parties.
- 4- “Products” means all products including manufacturers and commodities in their raw, semi-processed and processed forms.
- 5- “Preferential treatment” means any concession or privilege granted under this Agreement by a Contracting Party through the reduction of tariffs on the movement of goods.
- 6- “The Committee” means the Joint Committee referred to in Article 16
- 7- “Serious Injury” means significant damage to domestic producers of like or similar products resulting from a substantial increase of (preferential imports in situations which cause substantial losses in) terms of earnings, production or employment unsustainable in the short term. The examination of the impact on the domestic industry concerned shall also include an evaluation of other relevant economic factors and indices having a bearing on the state of the domestic industry of that product.
- 8- “Threat of Serious Injury” means a situation in which a substantial increase of preferential imports is of a nature so as to cause Serious Injury to domestic products and that such injury, although not yet existing, is clearly imminent. A determination

of threat of Serious Injury shall be based on facts and not on mere allegation, conjecture, or remote or hypothetical possibility.

- 9- “Critical Circumstances” means the emergence of an exceptional situation, where massive preferential imports are causing or threatening to cause “Serious Injury” difficult to repair and which calls for immediate action.
- 10- “Dumping” means the introduction of a product into the commerce of the other Contracting Party at less than its normal value which is the comparable price in the ordinary course of trade for the like product destined for consumption in the exporting country, or in the absence of such domestic price, is either the highest comparable price for the like product for export to any third country in the ordinary course of trade, or the cost of production of the product in the country of origin plus a reasonable addition for selling cost and profit.
- 11- “Margin of Preference” means percentage of tariffs, by which tariffs are reduced on imports from one Contracting Parties to another as a result of preferential treatment.

### **ARTICLE 3**

#### **SCOPE AND COVERAGE**

This Agreement and all provisions therein apply to trade between the Contracting Parties relating to all products covered by this Agreement.

### **ARTICLE 4**

#### **TARIFFS, PARA-TARIFFS AND NON-TARIFF BARRIERS**

- 1- The Contracting Parties hereby establish a Preferential Trade Arrangement through this Agreement.
- 2- The Contracting Parties shall grant each other tariff concessions on the basis of margins of preference which shall be based on their National Tariff Schedules.
- 3- Contracting Parties further agree to eliminate from the date this Agreement enters into force, all non-tariff barriers and any other equivalent measures on the movement of goods, other than those [permitted under WTO] and Article 8 of this Agreement.
- 4- Having exchanged their respective lists of para-tariffs, the Contracting Parties also agree not to make any increase in the existing para-tariffs, or introduce new or additional para-tariffs without mutual consent.
- 5- In the implementation of this Agreement, the Contracting Parties shall pay due regard to the principle of reciprocity.
- 6- The Contracting Parties shall consider further liberalization of their bilateral trade through future consultations.

## **ARTICLE 5**

### **MOST FAVORED NATIONS TREATMENT**

The Contracting Parties shall unconditionally accord each other treatment which is no less favorable than that accorded to any other non-contracting party with regard to all the rules, regulations, procedures and formalities applicable to trade including customs valuation procedures as well as methods of international transfer of payments for trade. However, unless there is specific mutual agreement between the Contracting Parties, they shall not be eligible to benefit from tariff rate quotas or tariff concessions granted or to be granted by any Contracting Party to some other country within the framework of a specific free trade agreement, preferential trade agreement or regional trade arrangement.

## **ARTICLE 6**

### **NATIONAL TREATMENT**

Domestic laws, regulations and all other measures and formalities of one Contracting Party applicable to imports from the other Contracting Party shall not be applied in a manner so as to accord protection to domestic productions. The Contracting Parties shall accord treatment to products originating from the territory of the other Contracting Party, no less favorable than that accorded to the like domestic products.

## **ARTICLE 7**

### **TRANSPARENCY**

The Contracting Parties commit themselves to ensure transparency with regard to their relevant regulations and practices through publication. They shall also notify each other of new measures which pertain to or affect the operation of this Agreement.

## **ARTICLE 8**

### **EXCEPTIONS**

Subject to the condition that such measures are not applied in a manner to constitute arbitrary or unjustifiable discrimination or a disguised restriction on trade between the Contracting Parties. Nothing in this agreement shall preclude prohibitions or restrictions on imports, exports or goods in transit, justified on grounds of public morality, religious values, public policy, national security, protection of human, animal and plant life and health, protection of national treasures possessing artistic, historic or archaeological value, protection of exhaustible natural resources and genetic reserves, regulations concerning gold or silver. Nothing in this Agreement shall also be understood to require either Contracting Party to furnish any information the disclosure of which it deems contrary to its essential security interests.

## **ARTICLE 9**

### **RULES OF ORIGIN**

Products covered by the provisions of this Agreement shall be eligible for preferential treatment provided that they satisfy the Rules of Origin as set out in Annex C to this Agreement, which shall form an integral part of this Agreement.

**ARTICLE 10**  
**SAFEGUARD MEASURES**

1. If any product is imported into the territory of a Contracting Party in such a manner or in such quantities as to cause or threaten to cause Serious Injury in the territory of that Contracting Party, such Contracting Party may with prior consultations with the other Contracting Party, except in critical circumstances, suspend provisionally the preferential treatment accorded to that product under the Agreement.
2. When Either Contracting Party in terms of paragraph 1 of this Article has taken action, it shall simultaneously notify the other Contracting Party and the Joint Committee established in terms of Article 16. The Committee shall enter into consultations with the Contracting Parties and endeavor to reach a mutually acceptable agreement to remedy the situation. If such consultations fail to resolve the issue, the Contracting Party affected by such action shall have the right to withdraw the equivalent preferential treatment.

**ARTICLE 11**  
**ANTIDUMPING MEASURES**

If either Contracting Party determines that dumping is taking place in trade with the other Contracting Party, it may levy an anti-dumping duty on the importation of the products dumped, if it determines that the effect of the dumping, as the case may be, is such as to cause or threaten to cause material injury to an established domestic industry, or is such as to retard materially the establishment of a domestic industry.

**ARTICLE 12**  
**BALANCE OF PAYMENTS**

1. Either Contracting Party, when faced with serious balance of payments difficulties or under treat thereof, may take restrictive measures with regard to the transfer of payments for its current account transactions in the framework of this Agreement, subject to conditions and procedures set out in this Article.
2. Either Contracting Party intending to resort to such measures, shall enter into consultations with the other party with a view to designing a mutually acceptable mechanism to address the situation. In the event of it not being practical to enter into prior consultations, they shall promptly do so following the adoption of such measures. While in consultation, the Contracting Parties shall give exhaustive consideration to all other possible alternative solutions to deal with the situation.
3. If the Contracting Parties fail to come to a mutually satisfactory agreement within three months of the beginning of such consultations, the party affected by serious balance of payments difficulties, may adopt or maintain the measure concerned provided that it will:
  - a. Avoid unnecessary damage to the commercial, economic or financial interests of the other party;



- b. not be more burdensome than necessary to deal with the balance of payments difficulties or threat thereof;
  - c. be temporary and be phased out progressively as the balance of payments situation mitigates, and
  - d. be applied in a manner that the other party is treated no less favorably than any non-contracting party.
- 4. In case the balance of negotiated concessions is substantially affected by the measures of a Contracting Party, falling under the provisions of this Article, the other Contracting Party shall have the right to deviate from its obligations under this Agreement with respect to substantially equivalent trade, until such time those restrictive measures are relaxed.

### **ARTICLE 13**

#### **RE-EXPORT & SHORTAGE CLAUSE**

- 1- In the event that a Contracting Party adopts or maintains a prohibition or restriction on the importation from or exportation to a non- Contracting Party of a product, nothing in this Agreement shall be construed to prevent that Contracting Party from :
  - (a) limiting or prohibiting the importation of such product of that non- Contracting Party from the territory of the other Contracting Party; or
  - (b) requiring as a condition of export of such product of the Contracting Party to the territory of the other Contracting Party, that the product not be re- exported to the non- Contracting Party, directly or indirectly, without being consumed in territory of the other Contracting Party.
- 2- In addition, none of the provisions of this Agreement shall preclude the maintenance or adoption by either Contracting Party of any trade restrictive measures necessary to remove or forestall a serious shortage, or threat thereof, of a product essential to the exporting Contracting Party.

### **ARTICLE 14**

#### **TRANSFER OF PAYMENTS**

All receipts and payments arising in regard to trade transactions under this Agreement shall be made in convertible currency in accordance with the laws and regulations of either Contracting Party.

### **ARTICLE 15**

#### **STANDARDS, TECHNICAL REGULATIONS AND SPS MEASURES**

The Contracting Parties shall ensure that standards, technical regulations and sanitary and phytosanitary measures are not prepared, adopted or applied so as to create obstacles to mutual trade or to product domestic production. Accordingly, the Contracting Parties shall:

- (a) ensure that any sanitary or phytosanitary measure is applied only to the extent necessary to protect human, animal or plant life or health, is based on scientific principles and is not maintained without sufficient evidence, taking into account the availability of relevant scientific information and regional conditions;
- (b) ensure that standards and technical regulations are not prepared, adopted or applied with a view to or with the effect of creating unnecessary obstacles to mutual trade. For this purpose, standards and technical regulations shall not be more trade restrictive than necessary to fulfill a legitimate objective, taking into account the risks non fulfillment would create. Such legitimate objectives include those measures described in Article-8. In assessing such risks, relevant elements of consideration include available scientific and technical information, related processing technology or intended end-uses of products; and
- (c) consider the mutual recognition of their standards.

## **ARTICLE 16**

### **JOINT COMMITTEE**

A joint committee shall be established at the level of Director General/Joint Secretary of the Contracting Parties. The Committee shall meet initially within six months of the entry into force of the Agreement and thereafter at least once a year or as and when necessary to review the progress made in the implementation of this Agreement.

- 1- The Committee shall set out its rules of procedure within 6 months of the entry into force of this Agreement.
- 2- The Committee may also set up any other Sub-Committee and/or working Group for specific purposes, as it may consider necessary.
- 3- The Committee shall accord adequate opportunities for consultation on representations made by either Contracting Party with respect to any matter affecting the implementation of this Agreement.

## **ARTICLE 17**

### **CONSULTATIONS**

- 1- Each Contracting Party shall accord sympathetic consideration to and shall afford adequate opportunity for consultations regarding such representations as may be made by the other Contracting Party with respect to any matter affecting the operation of this Agreement.
- 2- The Joint Committee shall meet at the request of either Contracting Party to consider any matter for which it has not been possible to find a satisfactory solution through consultations under paragraph 1 above.

## **ARTICLE 18**

### **DISPUTE SETTLEMENT**

- 1- Any dispute arising from the interpretation and or application of the Agreement shall first be settled amicably through bilateral consultation.
- 2- In case the dispute is not settled amicably within 90 days from the beginning of the consultations, either Contracting Party may, in accordance with their laws and regulations, refer it to an arbitration panel, consisting of one representative from each Contracting Party and one person other than nationals of the Contracting Parties, and to be chosen by agreement between the said representatives.
- 3- The arbitration panel shall determine its rules of procedure.
- 4- Contracting Parties shall give the arbitration panel all assistance to examine and resolve the case.
- 5- Contracting Parties shall be bound to take measures involved in carrying out the decisions of the arbitration panel. If either Contracting Party fails to implement the decisions, the other Contracting Party shall have the right to withdraw the equivalent preferential treatment.
- 6- All costs relating to arbitration process shall be borne equally by the Contracting Parties.

## **ARTICLE 19**

### **AMENDMENTS**

This Agreement may be amended through mutual consent, which will be effective and shall constitute an integral part of this Agreement on the 30<sup>th</sup> day after the both Contracting Parties have notified each other that their respective internal procedures for its entry into force have been completed.

## **ARTICLE 20**

### **ANNEXES TO BE FINALIZED**

Annex A, containing the Tariff Preferences to be granted by the Government of the Islamic Republic of Iran and Annex B, containing the Tariff Preferences to be granted by the Government of the People's Republic of Bangladesh and Annex C containing the Rules of Origin under the Agreement shall be finalized within a period of 120 days from the signing of this Agreement. These Annexes shall become effective and shall constitute an integral part of the Agreement when both the Contracting Parties have confirmed them through the exchange of diplomatic notes. Amendments to Annexes A, B and C of this Agreement may be agreed upon by the Contracting Parties which shall become effective on the day it has been notified by both the Parties through the exchange of diplomatic notes.

**ARTICLE 21**  
**TERMINATION OF THE AGREEMENT**

Either Contracting Party may terminate this Agreement by means of a written notification through diplomatic channels to the other Contracting Party, which shall take effect six months after the date of such notification.

**ARTICLE 22**  
**ENTRY INTO FORCE**

This Agreement shall enter into force on the 30<sup>th</sup> day after the Contracting Parties have notified each other through diplomatic channels that their respective internal procedure has been completed in respect of this Agreement including the Annexes under Article 20.

In witness thereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate in Tehran on 26 July 2006 corresponding to 4<sup>th</sup> Mordad 1385/11<sup>th</sup> Sharabon, 1413 in English, persian/Bangla and all texts being equally authentic. In case of divergence in interpretations, the English text shall prevail.

For the Government of the People's  
Republic of Bangladesh

Signed

M. Saifur Rahman  
Minister for  
Finance & Planning

For the Government of the  
Islamic Republic of Iran

Signed

Mohammad Saeedi Kia  
Minister for  
Housing & Urban Development

TRADE AGREEMENT BETWEEN THE GOVERNMENT  
OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ

The Government of the People's Republic of Bangladesh and the Government of the Republic of Iraq hereinafter referred to as "the Contracting Parties" being inspired by the desire of further developing and strengthening friendly relations between the two countries, resolved to establish, facilitate and promote trade relations between Bangladesh and Iraq, have on the basis of equality and mutual benefit agreed as follows :

ARTICLE-1

The Contracting Parties undertake to expand and promote trade exchange between their countries on the basis of mutual advantages.

ARTICLE-2

The trade exchange between the two countries within the scope of this Agreement may be conducted through the State Trading Organisations as well as other Importers and Exporters of the two countries authorised to carry on foreign trade.

ARTICLE-3

Subject to their respective laws and regulations, the Contracting Parties shall take all appropriate measures to promote and facilitate trade between the two countries in all possible ways, in particular with regard to the items listed in Schedules A and B annexed to this Agreement.

Nothing in this Agreement shall preclude trade in goods and commodities not mentioned in the said Schedules.

ARTICLE-4

1. The Contracting Parties agree that goods imported by either country from the other shall not be re-exported to a third country without prior approval of the country of origin.
2. The Contracting Parties shall have the right to demand a certificate of origin issued by the competent authorities in the country of origin.

ARTICLE-5

1. Each Government shall accord to the trade of the country of the other Government Most-favoured-nation treatment in all matters relating to customs and other taxes, fees and charges of any kind levied on export and import of goods and to the application of rules, formalities and charges governing customs operations.
2. The provisions of Paragraph (1) of this Article shall not be applicable to the following:-

- a) Privileges and advantages which are currently being accorded or which may be granted in the future by the Government of the Republic of Iraq to Arab countries or to neighbouring or contiguous countries, as well as advantages arising out of any customs union or multilateral economic agreement which is currently in existence or which may in the future be concluded by the Republic of Iraq.
- b) Privileges and advantages which are currently being accorded or which may be granted in the future by the Government of the people's Republic of Bangladesh to neighbouring or contiguous countries, as well as advantages arising out any customs union or multilateral economic agreement which is currently in existence or which may in the future be concluded by the people's Republic of Bangladesh.

#### ARTICLE-6

Payments in connection with the import and export of commodities and goods as well as other payments between the two countries shall be made in pounds sterling or any other convertible currency agreed upon by both Contracting Parties.

#### ARTICLE-7

In order to promote the aims and objectives of the Agreement, a Joint Committee shall be set up with the representatives of both Contracting Parties. The Joint Committee shall meet once in each year at a time to be agreed upon by both Parties alternately in Iraq and Bangladesh. The Joint Committee shall undertake the following tasks:

- a) Review of the implementation of the various provisions of this Agreement.
- b) Study and recommendation of actions to be taken to solve problems and to remove obstacles that might occur in the implementation of the Agreement.
- c) Review of the proposals submitted by both Contracting Parties, within the framework of this Agreement, in order to ensure strengthening and expansion of trade relations between two Contracting Parties.

#### ARTICLE-8

The Contracting Parties agree to accord, subject to their respective laws and regulations, facilities for the establishment of trade centres and holding of trade fairs, exhibitions and visit of businessmen and trade delegations sponsored by the Government concerned.

#### ARTICLE-9

Nothing in this Agreement shall be construed to derogate from any obligations of either of the Contracting Parties under any international convention or agreement entered into before or after the conclusion of this Agreement.

#### ARTICLE-10

This Agreement shall be valid with effect from the date of exchange of Diplomatic Notes indicating that the required actions to be taken by each Contracting Party have been completed and shall remain valid for three years. The Agreement shall be extended automatically for further periods of three years each, unless either Contracting Party gives to the other notice in writing for its termination three months before the expiry of the said period.

Done in Dacca on Tenth May, One Thousand Nine Hundred Eighty One, in two original copies each written in Arabic and English languages, both texts being equally authentic.

Signed

Chowdhury Tanbir Ahmed Siddiky  
Ministry of State  
Incharge of the  
Ministry of Commerce  
For Government of the People's Republic  
of Bangladesh

Signed

Hassan Ali  
Ministry of Trade  
For Government of the  
Republic of Iraq

SCHEDULE 'A'  
LIST OF THE RIAQI GOODS FOR EXPORT TO BANGLADESH

1. Petroleum products.
2. Asphalt
3. Dates
4. Tobacco
5. Sulphur
6. Phosphate
7. Waxes
8. Cement
9. Pesticides
10. Raw cotton
11. Electrical goods
12. Engineering goods
13. Vegetable/Edible oil
14. Gum
15. Kerosene oil
16. Woolen stockings & blankets
17. Cement/ Clinker



SCHEDULE 'B'  
LIST OF EXPORTABLE ITEMS FROM BANGLADESH TO IRAQ

1. Raw Jute
2. Jute Manufactures including Jute Carpets.
3. Newsprint.
4. Writing and printing paper.
5. Lowgrammage Paper.
6. Rayon Yarn.
7. Cellophane.
8. Hard board.
9. Particle board.
10. Frozen Shrimps.
11. Drugs and Medicines.
12. Animal and Human Hair.
13. Electrical wires and cables (upto 11 KV).
14. Crushed Bones.
15. Chemicals and Pharmaceuticals.
16. Tea and Tea Waste.
17. Raw Leather and semi- Tanned Leather.
18. Fish ( Fronzen and Dry).
19. Processed Shrimps.
20. Raw Silk.
21. Specialised Textile.
22. Spices.
23. Tamarind.
24. Coir Yarn.
25. Coir Ropes and Twine.
26. Handicrafts and Handloom Products.
27. Cotton Waste.
28. Oil Cakes.
29. Mild Steel Plates.
30. G.I.Pipes & M.S. Pipes (1/2" to 3" dia).
31. Welding Electrodes.
32. Tube Light (2' and 4'long).
33. Lathe Machines, (4' to 8' bed), Drilling Machine and different machine tools.
34. Super Enamelled Copper wires (round section).
35. Agar Attar dust and Agar bati.
36. Henna leaves and Powder.

TRADE AND ECONOMIC AGREEMENT BETWEEN  
THE GOVERNMENT OF THE STATE OF KUWAIT AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

The Government of the state of Kuwait and the Government of the People's Republic of Bangladesh, hereinafter, referred to as the "Contracting Parties", being desirous of consolidating and furthering economic and trade relations between their two countries on the basis of their mutual interests, have agreed to the follows:

ARTICLE 1

The two Contracting Parties, shall, within the rules, regulations and laws in force in each of their two countries, do their best to facilitate the import and export of all agricultural and animal products, natural resources and industrial products of each of them.

ARTICLE 2

The two Contracting Parties agree that:

1. The trade between their two countries, unless otherwise agreed to between them, shall be conducted through normal trade channels.
2. The Payments arising out of the transactions under this agreement shall be settled in any freely convertible currency.

ARTICLE 3

For furthering and expanding trade between them the two Contracting Parties shall, subject to their respective laws, rules and regulations, accord to the nationals, organizations or institutions of each other, all necessary facilities for holding of trade fairs and exhibitions in their respective territories.

ARTICLE 4

Each Contracting Party shall exempt, in conformity with the legislation in force in its country, the following goods and articles when imported from or exported to the other party, from customs duties, taxes and other dues:

- a) Samples of goods and advertising materials including advertising films required for advertising purposes.
- b) Tools and articles imported by assembly workers for assembly or repair purposes, provided that those tools and articles are not sold.
- c) Goods and articles intended for permanent and temporary fairs and exhibitions, provided that those goods and articles are returned.

ARTICLE 5

The two Contracting Parties shall facilitate and encourage capital investments of natural and juridical persons of each of them in the territory of the other Contracting party.

## ARTICLE 6

- I. A Joint commission composed of representatives of the two Contracting Parties shall be established to supervise the implementation of the present agreement. It shall be competent to:
  - a) Settle problems that may arise in the implementation of this Agreement.
  - b) Submit proposals in order to facilitate its implementation.
  - c) Submit the adopted proposals to the competent authority of each country for its approval.
- II. The Joint Commission shall meet periodically and as agreed upon in Kuwait and Dacca alternately.

## ARTICLE 7

This Agreement shall be subject to approval by the competent authorities in accordance with the constitutional procedures of the Contracting Parties concerned and shall enter into force with effect from the date on which the documents conveying ratification or approval are exchanged.

This Agreement shall remain in force for a period of five years and shall thereafter continue to be renewed automatically for further periods of five years unless a notice of termination in writing is given by either Contracting Party three months before the expiry of the Agreement.

IN WITNESS WHEREOF the representatives duly authorised by their respective government have signed this Agreement.

Done at KUWAIT on 9th RAJAB, 1399h, corresponding 4<sup>th</sup> June, 1979, induplicate in the Arabic, Bengali and English languages both texts being equally authentic. In case of divergency, the English text shall prevail.

For the Government of the People's  
Republic of Bangladesh

Signed

JAMALUDDIN AHMED  
MINISTER OF INDUSTRIES

For the Government of the State of  
Kuwait

Signed

ABDUL WAHAB Y.AL-NAFISI  
MINISTER OF COMMERCE &  
INDUSTRY

**TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT OF THE STATE OF KUWAIT**

The Government of the People’s Republic of Bangladesh and the Government of the state of Kuwait (hereafter jointly referred to as the “Contracting Parties”).

**DESIRING** to develop trade relations between the Contracting Parties, on the basis of equality and mutual benefits through Depending on developing and expanding the exchange of goods and services, the Contracting Parties have agreed on the follows:

**ARTICLE-1**

The Contracting Parties shall take all necessary measures to promote and diversify the exchange of goods and services between the two countries.

**ARTICLE-2**

The payment to all goods and services done between the two countries under the framework of this agreement shall be settled by freely convertible currencies upon agreement of both Parties.

**ARTICLE-3**

The Contracting Parties shall afford each other necessary facilities to participate in trade fairs and international markets to be organized according to the laws and regulations in practice in the two countries .

**ARTICLE-4**

The Contracting Parties shall exempt from custom’s duties and taxes according to the laws and regulations in practice in the countries of the contracting parties the following goods:

- a) Articles intended to be used as Samples or for advertisement/promotional purposes of which no commercial value: provided that such matter will be considered by the competent authorities of respective parties on a case-to-case basis.
- b) Materials and equipments with value of goods those are re-exported after they were imported for trade fairs and exhibitions.

**ARTICLE-5**

The Contracting Parties shall promote conclusion of contracts between juridical and natural persons in the People’s Republic of Bangladesh and the state of Kuwait, those who have already been authorized to trade according to the laws and regulations in practice in the countries of the Contracting Parties.

**ARTICLE-6**

The Contracting Parties shall encourage the exchange of delegations between the two countries to further the bilateral trade dealings according to the laws and regulations in practice in the two countries.

## ARTICLE-7

The Contracting Parties shall establish a Joint Trade Committee (JTC) composed of their representatives and functions of the committee as follows:

1. Follow up the implementation of the articles of this Agreement.
2. Evaluation of bilateral trade.
3. Discussion of propositions forwarded by one of the contracting parties for enlargement or diversification of trade between the two countries.

The Joint Trade Committee (JTC) shall meet alternately in Dhaka and Kuwait, at the request of either party and as may be agreed by the other Party.

## ARTICLE-8

- 1- This Agreement shall enter into force from the date of the last notification whereby one of the parties informs the other in writing through diplomatic channels that it has satisfied the constitutional or legal procedures required for its entry into force.
- 2- This Agreement may be amended with consent of both the parties. Any amendment will be effective in accordance with the procedures mentioned in paragraph (1) of this article.
- 3- This Agreement shall remain in force for a period of five years and automatically renewed for same periods, unless either Party has notified the other in writing about its intention to terminate this Agreement at least (6) months prior to its termination.

## ARTICLE-9

The Article of this Agreement shall continue to be applied to all contracts concluded but not completed at the time of termination or expiry until such contracts are completed.

Any dispute between the Contracting Parties that may result from the implementation or interpretation of this Agreement shall be resolved through consultations and negotiations through diplomatic channels.

This Trade Agreement will replace the Trade and Economic Agreement between the Government of the People's Republic of Bangladesh and the Government of the State of Kuwait, which was signed between the two countries on 4/June/1997 the extent of the subjects that are dealt with in this agreement.

Done in Kuwait corresponding to 14 FEB, 2011 in two original copies, in Bengali, Arabic and English languages, all texts being equally authentic. In case of any divergence, the English text shall prevail.

FOR THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF  
BANGLADESH

Signed

MINISTER OF COMMERCE  
MUHAMMAD FARUK KHAN

FOR THE GOVERNMENT OF  
THE STATE OF KUWAIT

Signed

MINISTER OF COMMERCE OF  
INDUSTRY  
AHMED RASHED AL-HARUN

TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT OF MALAYSIA

The Government of the People's Republic of Bangladesh and The Government of the Malaysia (hereinafter referred to as the "Contracting Parties"); desiring to strengthen and further develop the commercial relations existing between Bangladesh and Malaysia have resolved to conclude an agreement on the basis of equality and mutual benefit for the purpose of facilitating and extending the commercial relations between the two countries and have agreed as follows:

ARTICLE-I

The Contracting Parties undertake to explore all possibilities to increase the volume of trade between the two countries.

ARTICLE-II

Commercial transactions within the framework of this Agreement shall be concluded between Bangladesh legal and natural persons and Malaysia Legal and natural persons.

ARTICLE-III

The contracting Parties shall, subject to their respective import, export, foreign exchange and other laws, rules and regulations, endeavour to provide the maximum facilities possible for the purpose of increasing the volume of trade between the two countries.

ARTICLE-IV

1. Each Contracting Party shall grant the other most-favoured-nation treatment in all matters relating to:-
  - a) customs duties and charges of any kind, including the method of levying such duties and charges, imposed on or in connection with importation or Exportation, or imposition the transfer of payment for imports or exports;
  - b) rules, formalities and charges connected with customs clearance; and
  - c) All internal taxes or other internal charges of any kind imposed on or in connection with imported and exported products.
2. Each Contracting Party shall accord the other most-favoured- nation treatment in respect of issuance of import and export licences.
3. Neither Contracting Party shall impose restrictions or prohibitions on the importation of any products from the territory of the other Contracting Party or on the exportation of any product consigned to the territory of the other Contracting Party, unless such prohibitions or restrictions are applicable to all third countries.

4. The provisions of the preceding paragraphs of this article shall not apply to advantages, preference or exceptions which either of the Contracting Parties has granted or may grant:-

- a) to contiguous and neighboring countries in order to improve frontier traffic;
- b) to countries who are members of a Customs union or a free trade zone that either of the Contracting Parties has joined or may join;
- c) on the basis of membership in GATT;
- d) as a result of participation in multilateral arrangement aiming at economic integration ; and
- e) as a result of arrangements made for barter trade with third countries.

#### ARTICLE-V

All current payments between the two countries shall be effected in freely convertible currency in accordance with the foreign exchange controls in force in each country

#### ARTICLE-VI

The Contracting Parties may from time to time agree by means of protocols, enter into such arrangements as may be necessary to facilitate the movement of goods between the two countries.

#### ARTICLE-VII

For the purpose of promoting trade between the two countries the Contracting Parties shall, on terms and conditions as shall be agreed upon by the competent authorities of both countries, subject to their respective laws, rules and regulations facilitate the participation in trade fairs and the organization of commercial exhibitions by either of the Contracting Parties in the territory of the other.

#### ARTICLE-VIII

Legal and natural persons of each contracting Party, then engaged in commercial activities in the territory of the other, shall enjoy most-favoured- nation treatment in respect of protection of such persons and their property, provided that the enjoyment of this treatment shall be subject to the laws, rules and regulations in force in the territory of the other Contracting Party.

#### ARTICLE-IX

The provisions of the present agreement shall not limit the right of either Contracting Party to adopt or execute measures relating to the protection of: -

- a) its security; and
- b) public health of the prevention of diseases and pests in animals and plants.

## ARTICLE-X

Nothing in the present Agreement shall be construed to derogate from any obligations of other Contracting Party under any international convention or agreement entered into before or after the conclusion of the present Agreement.

## ARTICLE-XI

The provisions of the present Agreement shall continue to govern all commercial transactions concluded, but not fully executed, before the expiry of this Agreement.

## ARTICLE-XII

In order to facilitate the Implementation of the present Agreement both parties agree to consult each other in respect of any matters arising from or in connection with the operation of the present Agreement .

## ARTICLE-XIII

1. The present Agreement shall be approved in accordance with the respective laws and regulations in force in either country and shall take effect from the date of exchange of Diplomatic Notes and shall remain valid for a period of one year from such date.
2. Upon the expiry of this period, the Agreement shall automatically remain in force for further period of one year, unless either Contracting Party notifies the other in writing of its intention to terminate the Agreement at least ninety days prior to the expiry of each period.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments have signed the present Agreement.

Done in duplicate at Kuala Lumpur this 1st day of December 77 in the Malay, Bangla and English Languages, all three texts being authentic. In the event of any difference arising out of the interpretation of the Malay and Bangla texts, the English text shall prevail.

Signed

BY THE AUTHORITY OF  
THE GOVERNMENT OF THE PEOPLE'S  
REPUBLIC OF BANGLADESH  
Mohamed Saifur Rahman,  
Member, President's  
Council of Advisers in  
Charge of the Ministry of  
Commerce, Bangladesh

Signed

BY THE AUTHORITY OF THE  
GOVERNMENT OF MALAYSIA  
Datuk sri Hamzah bin Datuk Abu Samat  
Minister of trade and Industry,  
Malaysia



Malaysian authority may be requested to provide tariff censation on the following products on bilateral basis:

SI.No.	Commodities
1.	Frozen fish
2.	Shrimps
3.	Urea fertilizer
4.	Jute manufactures
5.	Dry fish
6.	Salted & dehy fish
7.	Cotton yarn & thread waste
8.	Pharmaceuticals
9.	Leather and leather products including shoe
10.	Rayan yarn
11.	Sharkfins & fishwaws
12.	Readymade garments
13.	Tea ( in bulk)
14.	Jute yarn & twine
15.	Handicrafts
16.	Ceramic table ware
17.	Crabs
18.	Tortoise & turtles
19.	Tobacco
20.	Jewellery
21.	Sanitary products
22.	Rice
23.	Newsprint
24.	Stainless cutlery

TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT  
OF THE DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA

The Government of the People's Republic of Bangladesh and the Government of the Democratic People's Republic of Korea (hereinafter referred to as the "contracting parties"), with a view to developing the economy and trade relations between the two countries on the basis of equality and mutual benefit, have concluded as follows:

Article 1

Within the framework of the laws and regulations in force in each country, both contracting parties shall take necessary measures for export and import of commodities stated in List "A" and "B" which are an integral part of this Agreement. Commodities to be exported from the Democratic People's Republic of Korea are indicated in List "A" and commodities to be exported from the People's Republic of Bangladesh in List "B". Both contracting parties shall facilitate the export and import of the goods not stated in Lists "A" and "B".

Article 2

The trade between the two contracting parties shall take place through contracts to be concluded under this Agreement between the Foreign Trading Corporations residing in the Democratic People's Republic of Korea and the physical and juridical persons residing in the People's Republic of Bangladesh.

Article 3

Both contracting parties shall accord each other the most favoured national treatment in all matters with respect to trade between the two countries. However, this provision mentioned above shall not apply to the followings:

- a) advantages and facilities accorded or to be accorded by the Government of the People's Republic of Bangladesh to any of the neighbouring countries.
- b) advantages and facilities accorded or to be accorded by the Government of the Democratic People's Republic of Korea to any of the neighbouring countries.

Article 4

Both contracting parties may hold fairs one/or exhibitions in each other's country. In such a case one party shall extend to the other all facilities for smoothly holding such fairs and/or exhibitions within the framework of the laws and regulations in force in its country.

#### Article 5

All payments for commodities to be exchanged under this Agreement shall be effected in convertible currency. For this purpose all documents relating to trade between the two countries shall be expressed in convertible currency to be mutually agreed upon.

#### Article 6

The contracting parties shall set up a Joint Committee and this Joint Committee will review the successful implementation of this Agreement and a trade plan in connection with exchange of commodities between the two countries. For this purpose the representatives of the contracting parties shall meet each other on the suggestion of one of them on an agreed date and place.

#### Article 7

All contracts concluded within the period of the validity of this Agreement, but not fulfilled upon its expiry, shall be confusion under the provision of this Agreement.

#### Article 8

This Agreement shall come into force as from the date of its signature and shall remain valid for a period of two years. In case neither of the contracting parties shall have given written notice three months before the expiry of the said period of its intentions to terminate this Agreement, it shall automatically be prolonged each time for a further period of one year.

Done and Made in Dacca, on the 28<sup>th</sup> February, 1974 in two originals in the Korean, Bengali and English languages, the both Korean and Bengali texts being equally authentic. In case of any discrepancy in interpretation, the English texts shall prevail.

Signed

By authorization of the  
Government of the People's  
Republic of Bangladesh

Signed

By authorization of the  
Government of the Democratic People's  
Republic of Korea

## **List “A”**

### **Commodities to be exported from the Democratic People’s Republic of Korea to the People’s Republic of Bangladesh**

1. Machine Tools and Hand Tools.
2. Agriculture Machines and implements.
3. Electric Machines.
4. Pig Rion
5. Steels
6. Non- Ferrous Metals and Their Products
7. Chemicals
8. Building Materials including Cement
9. Various kinds of Textiles
10. Magnesia clinker
11. Various kinds of foodstuffs including rice
12. Various kinds of Hardware
13. Various kinds of Refractorye’s
14. Others.

## **List “B”**

### **Commodities to be exported from the People’s Republic of Bangladesh to the Democratic People’s Republic of Korea**

1. Jute and their products.
2. Cotton ( for making blankets rugs etc.
3. Spices
4. Leather and its products
5. Various kinds of papers including newsprint or writing paper.
6. Coconut coir.
7. Rayon yarn and other synthetic yarn and textile.
8. Silk yarn and silk products
9. Various kinds of pharmaceuticals.
10. Detergent (washing powder).
11. Shellac
12. Plywood, hardboard and timer.
13. Marine products
14. Others

AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF  
BANGLADESH AND THE GOVERNMENT OF THE REPUBLIC OF KOREA ON  
TRADE AND ECONOMIC CO-OPERATION

The Government of the People's Republic of Bangladesh and the Government of the Republic of Korea,

Being desirous of developing and enhancing the trade and economic relations between the two countries on the basis of equality and mutual benefit,

Have agreed as follows:

ARTICLE 1

The two Contracting Parties shall take all appropriate measures, in conformity with the laws and regulations in force in their respective countries, to maximize trade between the two countries, in particular with regard to the goods and commodities as mentioned in the Schedules "A" and "B" attached to this Agreement. The Schedules "A" and "B" shall constitute an integral part of this Agreement.

ARTICLE 2

1. Each party shall accord to the commerce of the other party the most-favoured-nation treatment, in particular with respect to:
  - a) taxes, custom-duties and charges of any kind imposed on or in connection with importation and exportation or imposed on international transfer of payments for imports and exports;
  - b) the method of levying such duties and charges;
  - c) all rules and formalities in connection with the importation and exportation;
  - d) all application of internal taxes or other internal charges of any kind imposed on or in connection with imported or exported goods;
  - e) all laws, regulations and requirements affecting internal sale, offering for sale, purchase, distribution, utilization or use of imported goods within the territory of each country;
  - f) the application of any form of control on means of payments or regulations on the international exchange that are established or will be established in the future.
2. The provisions of paragraph (1) above shall not, however, apply to any:
  - a) advantages and privileges which either party accords or will accord to the bordering countries in order to facilitate frontier trade;
  - b) advantages and privileges resulting from any customs union or free trade zone or regional arrangements of which either party is or may become a member;
  - c) advantages accorded by virtue of multilateral economic agreement designed to liberalise international commerce;

- d) preferences accorded by either party to the goods and commodities which are imported under aid programme extended to either party by any foreign government, its corporations or its associations or the United Nations or its Specialised Agencies;
- e) prohibitions or restrictions imposed for the protection of public health or preservation of public morals or for the protection of plants or animals against diseases, degeneration or extinction.

### ARTICLE 3

- 1) Payment of all transactions under this Agreement shall be made in United States dollars, pound sterling or in other convertible currencies as may be agreed upon by both Contracting Parties.
- 2) Such payments shall be effected in conformity with the laws and regulations relating to exchange control in force in either of the two countries

### ARTICLE 4

The two Contracting Parties shall promote economic co-operation in those fields which will contribute to the development of their economic and shall accord each other, in accordance with the laws and regulations of the Contracting Parties, necessary facilities no less favourable than those accorded to any third country in respect of capital investments including credit, joint ventures and other forms of economic co-operation.

### ARTICLE 5

The two Contracting Parties shall facilitate the exchange of scientific and technical trainees and skilled personnel particularly for the economic development and enhancement of the living standards of each country.

### ARTICLE 6

The two Contracting Parties shall favourably consider the issuance of permit for the entry, the sojourn and the conduct of all kinds of commercial, industrial, financial or other business activities to the nationals of either of the two countries for the purpose of developing the industrial potential and the trade between the two countries.

### ARTICLE 7

The two Contracting Parties agree to explore the ways and means and take necessary steps for the most convenient and economic transportation of commodities between the two countries

### ARTICLE 8

Mercantile ships of both countries, while entering, staying in or leaving the ports of either country, shall enjoy the most-favoured-nation treatment granted by their respective laws, rules and regulations to ships under any third country's flag. This principle shall not, however, apply to ships engaged in the coastal trade.

## ARTICLE 9

In order to facilitate the implementation of this Agreement, the two Contracting Parties shall consult together in respect of any matter arising from, or in connection with, the operation of this Agreement at the request of either party.

## ARTICLE 10

- 1) This Agreement shall come into force on the date of signature and shall remain valid for a period of one year from such date and thereafter for successive periods of one year unless either party denounces it by three month notice in writing before the end of the period of validity
- 2) This Agreement may be revised by mutual consent. Any revision or termination of this Agreement shall be without prejudice to any rights or obligations occurring or incurred under this Agreement prior to the effective date of revision or termination.

In witness thereof, the undersigned, being duly authorised by their respective governments, have signed this Agreement, done in duplicate in Bengali, Korean, and English Languages, in Dacca on this twenty-first day of July, one thousand nine hundred and seventy-three.

The Bengali, Korean, and English texts shall be equally authentic but in case of any divergence of interpretation the English text shall prevail.

Signed

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

Signed

FOR THE GOVERNMENT OF THE  
REPUBLIC OF KOREA

## SCHEDULE "A"

### LIST OF EXPORTABLE ITEMS FROM THE REPUBLIC OF KOREA TO BANGLADESH

1. Canned fish
2. Canned fruits
3. Dried sea products
4. Raw silk yarn
5. Rubber tyres and tubes
6. Plywood
7. Cotton textiles
8. Fishing nets
9. Wool textiles
10. Synthetic textiles
11. Glass products
12. Iron and steel products
13. Pharmaceutical products
14. Farming machinery
15. Ginseng and its products
16. Silk worm eggs
17. Anthracites
18. Fertilizers
19. Rubber contra ceptives
20. Sklk fabrics
21. Textile machinery
22. Sewing machine
23. Sewing machine
24. Electric transformers
25. Electric wires and cables
26. Radio receivers
27. Ships and boats
28. Spectacles and spectacle frames Musical instruments
29. Outer and under garments
30. Paper and paperboard
31. Cement
32. Refrigerators
33. T.V. sets
34. Electric fans
35. Automoblle accessories
36. Office and stationery goods
37. Synthetic resins
38. Optical manufactures



## **SCHEDULE “B”**

### **LIST OF EXPORTABLE ITEMS FROM BANGLADESH TO THE REPUBLIC OF KOREA**

1. Raw Jute
2. Jute manufactures
3. Newsprints
4. Writing and printing paper
5. Low grammage paper
6. Rayon yarn
7. Cellophane
8. Hardboard
9. Particle board
10. M.S Rod
11. M.S.P late
12. M.S Billets
13. Frozen shrimps and frog legs
14. Mild steel heavy plate
15. Drugs and medicines
16. Animals and human hair
17. Electric goods
18. Crushed bones
19. Chemicals
20. Molasses
21. Tea and tea- waste
22. Hides and Skins
23. Tanned and semi- tanned leather
24. Fish frozen and dry
25. Processed shrimp
26. Raw silk
27. Spices
28. Specialised textiles
29. Handicrafts and handloom products
30. Cotton waste
31. Oil cakes

TRADE AGREEMENT BETWEEN THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF BANGLADESH AND  
THE GOVERNMENT OF THE KINGDOM OF THAILAND

The Government of the People's Republic of Bangladesh and The Government of the Kingdom of Thailand, hereinafter referred to as the Contracting Parties;

Being desirous of strengthening the friendship tradition existing between them, and of promoting close economic and commerce relations between their countries;

Have agreed as follows:-

ARTICLE-1

The Contracting Parties shall, within the framework of the laws and regulations as in force from time to time, afford facilities for the import/export of commodities mentioned in the attached Schedule "A" and "B" which are indicative and not exhaustive. They shall also provide facilities for import into and export from either country for commodities not specifically mentioned in the attached Schedules "A" and "B".

ARTICLE-2

The Contracting Parties agree to grant each other most-favoured-nation treatment, with regard to customs duties, taxes, fiscal levies and administrative procedures to which are subject, in their respective territories, the importation, exportation, transportation and distribution of foreign goods.

However, such most-favoured-nation treatment shall not be extended to advantages, concessions and exemptions which either Contracting Party grants or will grant

- to neighbouring countries in the border-trade;
- to countries participating with the said Contracting Party in customs union, a free trade area or a regional association for economic co-operation already in existence or which might be established in the future;
- to the commodities and goods imported under economic and military programme;
- to the USA according to the Treaty of Amity and Economic Relations between the Kingdom of Thailand and the USA signed at Bangkok on May 29, 1966;
- to the third countries under agreements for the avoidance of double taxation or on the basis of reciprocity;
- to the preferences accorded by either party to the goods and commodities which are imported under aid programmes extended to either party by any foreign government, its corporations or its associations, or the United Nations or its Specialised Agencies.

### ARTICLE-3

The Contracting Parties agree that the exchange of commodity and goods under this Agreement will be subject to price and quality being satisfactory.

### ARTICLE-4

In order to facilitate the implementation of the provision of this Agreement, The Contracting Parties agree to consult each to whenever necessary so as to recommend measures for expanding mutual trade or in overcoming difficulties that might arise from or in condition with the mutual trade including the supply of goods or commodities between the two countries.

### ARTICLE-5

The Contracting Parties agree to give full consideration to suggestions that may be made from time to time by the other Party for the expansion and diversification of trade.

### ARTICLE-6

Payments for goods and services exchanged between the Contracting Parties shall be made in freely convertible currencies or any other currencies to be agreed upon by both Contracting Parties, subject to foreign exchange regulation of the country concerned.

### ARTICLE-7

The Contracting Parties agree to accord, subject to their respective laws and regulations, facilities for the holding of trade fairs and exhibitions and trade delegations.

### ARTICLE-8

The present Agreement shall come into force on the date of signing and shall remain in force for a period of one year. Unless either Government has notified the other in writing of its intention to terminate the present Agreement ninety days prior to the expiration of the aforesaid period of one year, it shall be considered as automatically extended for another year and thereafter, subject to the same procedure with respect to its termination, for further period of one year each.

At the request of either Government, the present Agreement may be revised by mutual consent.

Any revision or termination of the present Agreement shall be effected without prejudice to any rights or obligations accruing or incurred under this Agreement prior to the effective date of such revision or termination.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement at Bangkok in the English language in two copies both of which are equally authentic on the Twenty Second day of August in the Year Two Thousand Five Hundred and Twentieth of the Buddhist Era, corresponding to the One Thousand Nine Hundred and Seventy-Seventh Year of the Christian Era.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

Signed

(Mohamed Saifur Rahman)  
Member Council of Advisers to  
the President in-charge of the  
Ministry of Commerce.

FOR THE GOVERNMENT OF THE  
KINGDOM OF THAILAND

Signed

(Suthee Natvaratat)  
Minister of Commerce

## **Schedule A**

### **LIST OF EXPORTABLE ITEMS FROM THAILAND TO BANGLADESH**

1. Rice and Rice Products
2. Natural Rubber
3. Tin (metal, ore and concentrates)
4. Antimony, wolfram, Tungsten, Manganese, (ore and concentrates)
5. Fluorite
6. Coir fibre
7. Tapioca: Flour, Pellet, Waste and others
8. Maize
9. Sorghum
10. Seedlac and Shellac
11. Kenaf ( Jute) Fibre
12. Kenaf ( Jute) products: Gunny Bags, yarn and Twine
13. Tobacco Leaves
14. Teak and other Timbers
15. Beans and Peas
16. Oil seeds: Castor Seeds, Kapok Seeds, Cotton Seeds
17. Vegetable Oils
18. Hides and Skins
19. Leather and Leather Goods
20. Kapok Fibre
21. Canned Foods
22. Silverware
23. Nielloware
24. Bronzeware
25. Textiles and Made-up textile Goods ( Cotton, Silk, and man- made)
26. Glass Sheets
27. Glassware
28. Cement
29. Electronic Appliances
30. Household Utensils
31. Handicrafts
32. Raw Sugar
33. Veneer and Plywood
34. Sport Goods: Badminton rackets, Shuttle cocks & etc
35. Precious and Semi-Precious Stones
36. Rubber Products
37. Other Primary and Manufactured Products.

## Schedule B

### LIST OF EXPORTABLE ITEMS FROM BANGLADESH TO THAILAND

1. Jute and Jute manufactures
2. Newsprint
3. Writing and Printing paper
4. Low grammage paper
5. Rayon yarn
6. Cellophane paper
7. Hard board
8. Particle board
9. Molasses
10. Frozen Shrimps
11. Drugs and medicine
12. Animal and human hair
13. Electrical wires and cables ( upto 11 KV)
14. Crushed bones
15. Chemicals and pharmaceuticals
16. Tea and tea waste
17. Tanned and semi-tanned leather
18. Fish ( frozen and dry)
19. Processed shrimps
20. Raw silk and silk manufactures
21. Specialised textiles
22. Spices
23. Tamarind
24. Coir yarn
25. Coir ropes and twine
26. Handicrafts and handloom products
27. Cotton waste
28. Oil cakes
29. Mild steel heavy plates
30. G.I.Pipes and M.S. Pipes (1/2 to 3")
31. Welding electrodes
32. Tube light (2' and 4')
33. Lathe machine ( 4'to 8' bed) drilling machine & differentials , machine tools
34. Super enamel copper wire ( round section)
35. Laundry soap
36. Toilet soap
37. Cosmetics
38. Shaving Cream
39. Tooth paste
40. Agar attar dust and star bati
41. Hena leaves and powder
42. Safety matches
43. Gin (Liquor)
44. Leather goods and footwear
45. Canned fruits

**TRADE AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
AND  
THE GOVERNMENT OF THE UNITED ARAB EMIRATES**

The Government of the People's Republic of Bangladesh and the Government of the United Arab Emirates, hereinafter referred to as the Contracting Parties, being desirous of strengthening the friendship traditionally existing between them, and of promoting close economic and commercial relations between their countries have agreed to the following:

**ARTICLE I**

The Contracting Parties shall, within the framework of their laws and regulations in force and from time to time, accord necessary facilities for the import/export of commodities mentioned in the attached Schedules 'A' and 'B'. The Contracting parties may import into and export from either country commodities not specifically mentioned in the attached Schedules 'A' and 'B'.

**ARTICLE II**

For the implementation of this Agreement, the Contracting Parties may conclude commodity exchange protocols and other arrangements aiming at facilitating and expansion of exchange of goods and other economic relations between the two countries.

**ARTICLE III**

1. For the implementation of this Agreement, the Contracting Parties may consider investment in joint ventures in the identifiable areas for increased commodity exchange between the two countries and with third countries.
2. The two Contracting Parties pledge to grant immunity from nationalization, expropriation or confiscation for capitals invested by or owed to their subjects.

**ARTICLE IV**

Payments for goods and services exchanged between the two countries shall be made in freely convertible currency.

**ARTICLE V**

The Contracting Parties agree to accord each other, subject to their respective laws and regulations, facilities for the holdings of trade fairs and exhibitions and visits of businessmen and trade delegations.

## ARTICLE VI

The two Contracting Parties agree to explore the ways and means and take necessary steps for the most convenient and economic transportation of commodities between the two countries.

## ARTICLE VII

Mercantile ships of both countries, while entering, staying in or leaving the ports of either country, shall be accorded all possible facilities under the laws and regulations prevalent in both countries.

## ARTICLE VIII

This Agreement shall come into force on the date of exchange of instruments of ratification and shall remain in force for a period of one year from that date. This Agreement will be automatically extended for a further period of one year unless either Contracting Party gives to the other notice in writing for its termination before the expiry of the said period of one year.

Done at Dhaka on the 11<sup>th</sup> day of May, Nineteen hundred and eighty Four in three original copies in the Bangla, Arabic and English languages, the text of three languages being equally authentic. However, in the event of any controversy in the text, the English text will prevail.

Signed

Professor M.A.Matin  
Minister for Commerce  
For the Government of the People's  
Republic of Bangladesh

Signed

Rashid Abdullah  
Minister for State for Foreign Affairs  
For the Government  
of the United Arab Emirates.

## **SCHEDULE 'A'**

List of exportable items from the United Arab Emirates to Bangladesh:

1. Fertilizer
2. Crude Petroleum
3. Chemicals



## **SCHEDULE “B”**

### **LIST OF EXPORTABLE ITEMS FROM BANGLADESH TO UNITED ARAB EMIRATES:**

1. Raw Jute
2. Jute manufactures: Carpet backing cloth, carpets and mats, Hessian, Ropes, Yarn, twine Sacking and bags
3. Tea and Tea waste
4. Newsprint
5. Writing and Printing Paper
6. Hides and skins
7. Semi tanned and tanned Leather
8. Fresh Fruits and vegetable
9. Canned and Preserved Fruits
10. Frozen fish, prawns and Shrimps
11. Spices: Coriander seed, Garlic, Ginger( fresh & dried), Onion, Tamarind and Tamarind seed, Turmeric
12. Cigars
13. Tobacco (Unmanufactured)
14. Bone meal
15. Broom and broom stick
16. Herbs and crude drugs
17. Kapok
18. Handicrafts
19. Cellophane paper
20. Ceramic products
21. Chemicals
22. Chip board (particle board)
23. Coir and coir products
24. Electrical goods
25. Engineering goods
26. Feature films
27. Hard board
28. Handloom products
29. Molasses and Industrial alcohol
30. Melamine products
31. Pharmaceuticals
32. Pearls finished / shaped/ polished and glazed
33. Rajshahi Silk and Silk products
34. Rayon Yarn
35. Ropes and cords
36. Safety matches
37. Wires and cables.

**TRADE AGREEMENT**  
**Between**  
**The Government of the People's Republic of Bangladesh**  
**And**  
**The Government of the Socialist Republic Vietnam**

The Government of the People's Republic of Bangladesh and The Government of the Socialist Republic of Vietnam (hereinafter referred to as the "contracting parties") desiring to develop trade relations between the two countries on the principles of equality and mutual benefits, have agreed as follows :

**Article 1**

The Contracting Parties shall develop and strengthen in every possible way trade relations between the two countries in accordance with the laws and other legal regulations governing export from and import into the two countries. The Contracting Parties shall study the proposals of each other and settle problems, if any, mutually for the purpose of achieving closer economic relations.

**Article 2**

The competent authorities of the two Contracting Parties shall issue, according to the laws and regulation in force in their countries, import and export licences/permits for those commodities which require prior permit.

**Article 3**

The Contracting Parties shall grant each other, in all matters related to customs procedure and customs duties to be imposed on import and export of goods, a treatment not less favourable than that either of the Contracting Parties granted to a third country.

The provision of this article shall not be applied to the following specific cases:

- a/ The advantages already granted or to be granted in the future by one of the Contracting Parties to the neighbouring countries in order to facilitate frontier trade and traffic.
- b/ The preference or privileges from any existing or future customs union, economic union, free trade area or similar international agreement or other forms of regional or sub-regional economic cooperation arrangement to which either of the Contracting Parties is or may become a party.

**Article-4**

Deliveries of goods between the two countries shall be effected on the basis of contracts to be concluded between legal and natural persons of the two countries to execute export and import operations and in accordance with the laws and regulations in force in each of the two countries.

## **Article 5**

The prices for the goods to be delivered under this Agreement shall be negotiated and established in the contracts to be concluded by legal and natural persons from the two countries, on the basis of prices existing on international markets for similar goods.

## **Article 6**

Payment for all commodities to be exchanged between the two countries shall be made in any free convertible currency that may be agreed upon by both the Contracting Parties.

## **Article 7**

The Contracting Parties shall facilitate and promote the participation of each of them in international fairs and exhibitions to be held in the territory of either country, as well as the organization of individual exhibition in both countries.

## **Article 8**

The two Contracting Parties within the laws and regulations in force in respective countries, shall permit the import and export of the following products with exemption of customs duties, taxes and other similar charges, if it is allowed under the existing laws and regulations of the respective countries.

a/ Samples of goods and publicity materials (catalogues, pamphlets, photographs and others) necessary for obtaining orders.

b/ Products, goods and materials necessary for fairs and exhibitions, on condition that such products, goods and materials shall be re-exported after the fair and exhibitions. They may also be sold during and after the fairs and exhibitions, and if they are sold, all related customs duties, taxes and other similar charges must be paid in accordance with the laws and regulations existing in respective countries.

## **Article-9**

The Contracting Parties agree to set up a Joint Committee composed of representatives of both Contracting Parties. It shall be competent to settle problems that may arise during the implementation of this Agreement and to propose measures aimed at promoting and expanding trade relations between the two countries.

The Joint Committee shall meet every two years or upon request of either Contracting Party, alternately in the Capital of both countries.

## **Article-10**

In the event of any dispute arising in the execution of import and export contract between the two parties which can not be settled amicably, such dispute shall be settled by a commercial arbitration to be agreed upon by them.

### **Article 11**

Any amendments of or supplements to this Agreement shall require written agreement between the two Contracting Parties. These amendments and/or supplements shall enter into force in accordance with the provision of the first paragraph of Article-12 of this Agreement.

### **Article 12**

This Agreement shall enter into force when the Contracting Parties have notified each other that the legal procedure for its validity have been completed.

This Agreement shall remain in force for a period of three years and shall continue to be in force for a similar period, unless either Contracting Party notifies the other in writing, six months before the expiry of the initial or subsequent period of its wish to terminate the Agreement.

### **Article 13**

The provisions of this Agreement shall continue to be applied to the contracts concluded during its validity but not duly fulfilled at the date of its expiry.

Done in Hanoi on September 24<sup>th</sup> 1996 in the English language in two originals, both of which are equally authentic.

FOR THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC  
OF BANGLADESH

Signed

Tofail Ahmed  
MINISTER FOR COMMERCE  
& INDUDTRY

FOR THE GOVERNMENT OF  
THE SOCIALIST REPUBLIC  
OF VIETNAM

Signed

Le Van Triet  
MINISTER FOR TRADE

**TRADE AGREEMENT**  
**between**  
**the Government of the People's Republic of Bangladesh**  
**and the Government of the People's Socialist Republic of Albania**

The Government of the People's Republic of Bangladesh and the Government of the People's Socialist Republic of Albania, hereinafter referred to as "Contracting Parties" being inspired by the desire of further developing and strengthening friendly relations between the two countries, resolved to establish, facilitate and promote trade relations between People's Republic of Bangladesh and People's Socialist Republic of Albania have, on the basis of equality and mutual benefit, agreed as follows:

**Article 1**

The Contracting Parties undertake to expand and promote trade exchange between their countries on the basis of mutual advantages.

**Article 2**

The trade exchange between the two countries within the scope of this Agreement may be conducted through the State Trading Organizations as well as other importers and exporters of the two countries authorised to carry on foreign trade.

**Article 3**

Subject to their respective laws and regulations, the Contracting Parties shall take all appropriate measures to promote and facilitate trade between the two countries in all possible ways in particular with regard to the items listed in schedules "A" and "B" attached to this Agreement.

Contracting Parties may exchange other goods that are not included in those lists, subject to mutual agreement of both parties.

**Article 4**

a) The Contracting Parties agreed that goods imported by either country from the other shall not be re-exported to a third country without prior approval of the country of origin.

b) The Contracting Parties shall have the right to demand a certificate of origin issued by the competent authorities in the country of origin.

**Article 5**

Payments in connection with the import and export of Commodities and goods as well as other payments between the two countries shall be made in U.S. Dollars or any other convertible currency agreed upon by both Contracting Parties.

**Article 6**

For the implementation of this Agreement both Parties agreed that their authorized representatives should meet at least once in a year, alternatively in Dhaka and Tirana, in order to:

a) to examine the development of the trade exchanges

b) to propose measures for the further development of trade between the two countries.

c) to conclude the annual protocols if required by mutual consultations and the lists of goods to be exchanged.

#### **Article 7**

For the implementation of this Trade Agreement, the Contracting Parties agree that the Ministry of Commerce of Bangladesh and Foreign Trade Ministry of Albania conclude Barter Protocol for each agreement year to fix the quantity and value of commodities to be exchanged.

The accounting currency under Barter Protocol shall be non-convertible U.S. Dollar.

#### **Article 8**

The Contracting Parties agree to accord, subject to their respective laws and regulations, facilities to participate in fairs and exhibitions holding by them, and visits of businessmen and their trade delegations.

#### **Article 9**

All matters relating to customs and other taxes, fees and charges of any kind levied on export and import of goods and to the application of rules, formalities and charges governing custom operation shall be regulated in accordance with rules/legislation of the respective country.

#### **Article 10**

Both Contracting Parties, Subject to their own legislation in force, shall free from the custom's duties and other charges the entrance of the following objects:

- a) the samples that do not have commercial value.
- b) catalogues, price lists and other materials that are destined for advertisement.
- c) commodities and other materials that are destined for trade fairs and exhibitions.

#### **Article 11**

This Agreement shall come into force on the date that both sides have informed each other in diplomatic way of its approval by the competent organs in accordance with their internal legislation.

The Agreement shall be valid for five years. It will remain in force for another year and it will be automatically extended from year to year unless neither Contracting Party notifies its termination in writing, at least three months prior to the expiry of its validity.

Done in Tirana, on April 25<sup>th</sup> 1988, in two originals, each in the English and Albanian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

Signed

Abdul Jalil Khan  
Joint Secretary of Ministry of Commerce

FOR THE GOVERNMENT OF THE  
PEOPLE'S SOCIALIST REPUBLIC OF  
ALBANIA

Signed

Kostandin Hoxha  
Vice-minister of Foreign Trade

### **List “A”**

#### **Export from the People’s Socialist Republic of Albania to the People’s Republic of Bangladesh**

1. Chrome ore
2. Chrome Concentrate
3. Energical Coal
4. Rock Salt
5. Marble in blocks
6. Refractory bricks
7. Copper rod
8. Pig Iron
9. Cement
10. Natrium hyposulphite
11. Natrium silicate fluorur
12. Beverage
13. Dried and fresh fruits
14. Fruit Juice
15. Tanning extracts
16. Measuring and cutting instrument
17. Lubricating oil
18. Chemical products
19. Soda ash
20. Caustic soda
21. Dolomite
22. Other items

### **List “B”**

#### **Export from the People’s Republic of Bangladesh to the People’s Socialist Republic of Albania**

1. Raw jute
2. Jute goods
3. Tea in bulk
4. Semi tanned leather
5. Jute twine and yarn
6. Crust/finished leather
7. Industrial leather hand gloves
8. Spices
9. Packet tea
10. Paints/Varnishes
11. Telephone cables
12. Electric cables and wire
13. P.V.C. Pipe
14. Drugs and medicine
15. Diesel engine
16. Hides and skins (not to be exported from 1990)
17. Bicycle tyres and tubes
18. Medicine and pharmaceutical raw materials
19. Fish meal
20. Nylon yarn
21. Viscose yarn
22. Shaving blade
23. Plastic sheet
24. Textile fibres
25. Other items

**TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S  
REPUBLIC OF BANGLADESH AND THE GOVERNMENT OF THE  
DEMOCRATIC PEOPLE'S REPUBLIC OF ALGERIA**

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The Government of the People's Republic of Bangladesh and the Government of the Democratic People's Republic of Algeria, hereinafter referred to as the Contracting Parties, being desirous of strengthening the friendship traditionally existing between them, and of promoting close commercial relations between their countries, have agreed as follows:

**ARTICLE 1**

The Contracting Parties agree to accord each other the most favoured treatment regarding customs duties and all other taxes and other charges and also the same treatment for the regulations, the formalities and procedures concerning all products and goods for import and export. These provisions shall not however be applicable to any advantages or preferences which either of the Contracting Parties accord, as existing on the date of signature of this agreement, or may accord, to a third country in future:

- a) to facilitate trade with bordering countries, and/or
- b) within the framework of the customs union, clearing union or free trade zone of which either party is or may become a member.

**ARTICLE 2**

The commercial transactions between the two countries shall be carried out in conformity with the provisions of the present Agreement keeping in view the laws and regulations concerning imports and exports in force in the respective countries.

**ARTICLE 3**

The import/export of commodities between the two countries shall be carried out in general, in conformity to the lists "A" and "B" which are indicative and not exhaustive and which are attached to this Agreement as an integral part of it.

- On the list A shall appear the exportable goods from the Democratic People's Republic of Algeria to the People's Republic of Bangladesh.
- On the list B shall appear the exportable goods from the People's Republic of Bangladesh to the Democratic People's Republic of Algeria.

The two Contracting Parties shall also provide within the framework of their laws and regulations in force the facilities for import into and export from either country for commodities not specifically mentioned in the attached schedules "A" and "B".

**ARTICLE 4**

The goods imported cannot be re-exported to a third country in the same form without written authorisation given by the competent authorities of the exporting country.

**ARTICLE 5**

The Contracting Parties shall authorise duty free import/export within the framework of the laws and regulations in force concerning import and export of the following categories of goods in each of the two countries:

- a) Samples of goods, publicity and advertisement materials which are not for sale,
- b) Items and goods to be displayed in International Fairs and Exhibitions which would be held on the territory of the two Contracting Parties, and
- c) Items and goods imported on temporary basis.



## **ARTICLE 6**

The import and export of goods from one country to the other shall be undertaken on the basis of contracts between Algerian nationals and Algerian corporate bodies authorised to deal with foreign trade in Algeria and Bangladeshi nationals and Bangladeshi corporate bodies authorised to deal with foreign trade in Bangladesh.

## **ARTICLE 7**

Payments for commercial transactions under this Agreement shall be made in freely convertible currencies.

## **ARTICLE 8**

In order to facilitate the development of trade between the two countries, the Contracting Parties shall provide as far as possible on reciprocal basis all necessary facilities for organising international fairs and exhibitions within the framework of their respective laws and regulations.

## **ARTICLE 9**

The Contracting Parties shall furnish each other all useful informations and shall consult each other when ever necessary in order to improve trade between the two countries. In order to facilitate the implementation of this Agreement, the Contracting Parties agree to set up a Joint Committee which would meet at least once a year alternately in Algiers and Dacca or at the request of either of the Contracting Parties to consult each other, in respect of any matter concerning this implementation of this Agreement.

## **ARTICLE 10**

This Agreement shall enter into force provisionally on the date of its signature and finally on the date of exchange of the instruments of ratifications and shall be valid for one year.

The validity of this Agreement shall be renewed automatically for successive periods of one year unless either of the Contracting Parties notify the other of its intention to terminate the Agreement by giving advance notice of ninety (90) days prior to its expiry.

In testimony, the representatives of the two Contracting Parties duly authorised by their respective government have signed this Agreement.

Done in Algiers, the fourteenth October 1976 in three originals copies, one in English, one in Arabic and one in French, all the three being equally authentic.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

FOR THE GOVERNMENT OF THE  
DEMOCRATIC PEOPLE'S REPUBLIC OF  
ALGERIA

Signed

Signed

Dr. MIRZA NURUL HUDA

Layachi YAKER

## SCHEDULE 'A'

### LIST OF EXPORTABLE ITEMS FROM ALGERIA TO BANGLADESH

1. Citrus and other fruits
2. Lentils
3. Dates
4. Fruit Juice
5. Jam
6. Olive Oil
7. Textile
8. Cotton Yarn (Higher Counts)
9. Blankets
10. Buttons and Zippers
11. Insecticide, Pesticide and Fumigants
12. Paints and Varnishes and Mastic
13. Drugs
14. Pharmaceuticals
15. Pipes and Tubes
16. Pumps including Motor Pumps
17. Electric Wires and Cables
18. Radio, Transistor and T.V. Components
19. Minerals
20. Crude Oil and Petroleum products
21. Rock phosphate
22. Mercury
23. Lead Ingot
24. Zinc Ingot
25. Triple Super Phosphate
26. Marble
27. Automobile Spare parts
28. Motor Cycle
29. P.V.C. Compound
30. Cork
31. Spaghetti and couscous
32. Handicrafts
33. Books
34. Cinematographic films
35. Miscellaneous.

## **SCHEDULE 'B'**

### **LIST OF EXPORTABLE ITEMS FROM BANGLADESH TO ALGERIA**

1. Raw Jute
2. Jute products (all sorts)
3. Newsprint
4. Rayon Yarn
5. Hardboard
6. Particle Board
7. Molasses
8. Drugs and Medicines
9. Animal Hair
10. Human Hair
11. Electric Wires and Tele-communication cables
12. Crushed Bones
13. Chemical products
14. Tea & Tea Waste
15. Semi-finished leather
16. Raw Silk
17. Spices
18. Tamarind
19. Coir and Coir products
20. Handicrafts and Handloom products
21. Cotton Waste
22. Oil Cakes
23. Tube Light
24. Lathe Machine
25. Drilling Machine
26. Super enamelled copper wire
27. Agar Atar dust and Agar Bati
28. Hena Leaves
29. Textile including grey cloth
30. Tropical fruits
31. Honey
32. Potato
33. Ceiling fan
34. Books
35. Cinematographic film
36. Miscellaneous.

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF BELARUS  
AND  
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH  
ON TRADE AND ECONOMIC COOPERATION**

The Government of the Republic of Belarus and the Government of the People’s Republic of Bangladesh hereinafter referred to as the “Contracting Parties”,

recognising that trade and economic cooperation are important and indispensable factors in the development of bilateral relations on a stable, equitable and long-term basis ;

desiring to develop trade and economic relations between the two countries on the basis of equality and mutual benefit;

striving to create favourable conditions for the development of contacts between economic entities of both countries and for the promotion of commercial and economic cooperation in areas of mutual interest;

resolved to develop reciprocal trade relations in accordance with the basic principles of the General Agreement on Tariffs and Trade (hereinafter referred to as the “GATT 1994”) and the Agreement establishing the World Trade Organisation (hereinafter referred to as the “WTO”);

have agreed as follows:

**Article 1  
Objective**

The objectives of this Agreement are to strengthen and facilitate development of mutual trade and economic cooperation between the Contracting Parties through improved access to each other’s market on the basis of equality and mutual benefit and removal of trade barriers by mutual amicable understanding in pursuance to the provisions of this Agreement and the respective national laws and regulations of either Contracting Parties along with WTO rules and regulations.

**Article 2  
Most Favoured Nation Treatment**

1. The Contracting Parties shall grant each other the most-favoured-nation treatment in all areas regarding;

- (a) customs duties and charges of any kind applicable in respect of import and export, including the methods of levying such duties and charges;
- (b) rules and formalities in connection with import and export including those relating to customs clearance, transit, storage and transshipment;
- (c) taxes and other internal charges of any kind applicable directly or indirectly in respect of imported goods;
- (d) selling purchasing, transportation, distribution, storage and use of imported goods in the domestic market;
- (e) payments related to trade in goods.

2. The provisions of paragraph 1 of this Article shall not apply to advantages that either Contracting Party has accorded or may accord:
- (a) to contiguous countries for the purpose of facilitating frontier traffic;
  - (b) for the purpose of participation in a customs union, free trade area or regional economic organisation, as defined in article XXIV of the GATT 1994 wherein either Contracting Party is a member or may become a such in the future;
  - (c) to developing countries in accordance with GATT/WTO, Generalized System of Preferences under UNCTAD or national legislation.

### **Article 3**

#### **Non-Discrimination**

1. No prohibitions or quantitative restrictions, including licensing, on imports from or exports to the territory of the other Contracting Party shall be applied, unless the importation of the like product from third countries or the exportation of the like product to third countries is similarly prohibited or restricted. The Contracting Party which introduces such measures shall implement them in a manner which causes minimum harm to the other Contracting Party.
2. Each Contracting Party shall accord to products originating in or imported from the territory of the other Contracting Party, non-discriminatory treatment regarding quantitative restrictions, the granting of licenses and foreign currency regulations and procedures, in particular with respect to the purchase and allocation of currency needed to pay for imports of goods and services.

### **Article 4**

#### **Transit**

1. The Contracting Parties agree that the principle of free transit of goods is an essential condition of attaining the objectives of this Agreement.
2. In this connection, each Contracting Party shall provide for unrestricted transit via or through its territory of goods originating in the customs territory or destined for the customs territory of the other Contracting Party in accordance with Article V of the GATT 1994.

### **Article 5**

#### **National Treatment**

The goods of the territory of one Contracting Party imported into the territory of the other Contracting Party shall be accorded treatment no less favourable than accorded to like goods of national origin in respect of internal taxes and other internal charges and all laws, regulations and requirements affecting their internal sale, offering for sale, purchase, transportation, distribution or use, in accordance with article III of the GATT 1994.

### **Article 6**

#### **Country of origin**

Country of origin shall be determined in accordance with the laws and regulations of each Contracting Party and with international agreements to which both Contracting Parties are parties. The Contracting Parties reserve the right to request certificates of origin when importing any goods.

## **Article 7**

### **Payments**

1. Payments in connection with trade in goods and related services between the two countries shall be made in freely convertible currencies, unless otherwise specifically agreed between individual economic entities, in accordance with the laws and regulations on foreign exchange of the Contracting Party concerned.
2. Entities of either country engaged in individual transactions shall not be treated less favourably than entities of any third State with respect to the access and the transfer of freely convertible currency.

## **Article 8**

### **Anti-dumping and countervailing measures**

Nothing in this Agreement shall prejudice or affect in any way the taking, by either Contracting Party, of anti-dumping or countervailing measures in accordance with Article VI of the GATT 1994, the Agreement on Implementation of Article VI of the GATT and the Agreement on Subsidies and Countervailing Measures and in accordance with the internal legislation.

## **Article 9**

### **Other Business conditions**

1. Goods shall be traded between economic entities of the Contracting Parties at market prices unless otherwise is specified by the national legislation. In particular, state agencies and state enterprises shall make any purchases of imports or sales of exports solely in accordance with commercial considerations including price, quality and quantity.
2. Each Contracting Party shall, in accordance with customary business practices and national legislation, accord enterprises of the other Contracting Party non-discriminatory treatment and adequate opportunity to compete for participation in such transactions and public tenders.
3. Neither Contracting Party will require parties to individual transactions to engage in barter or counter-trade transactions, nor will they encourage them to do so. In case of barter-trade or counter –trade in public procurements, each Contracting Party shall grant suppliers of the other Contracting Party most-favoured-nation treatment and equitable access opportunities.

## **Article 10**

### **Special Exemptions from Import or Export Taxes**

The Contracting Parties shall allow, in accordance with the laws and regulations, the temporary import and export of certain items without imposing customs duties, value added tax, excise tax, or other taxes or charges having equivalent effect. These items shall include in particular: samples and advertising material of no commercial value, items for fairs and exhibitions imported on a temporary basis, special containers and packing used in international trade on a return basis, in accordance with international conventions.

## **Article 11**

### **Economic Cooperation**

The Contracting Parties shall, within the scope of their authority, endeavor to secure stable conditions for the development of trade and economic cooperation between the two countries.

1. In view of the Development of trade and economic cooperation, the Contracting Parties shall encourage mutual exchange of information, particularly concerning their respective legislation and economic programmes, as well other information of mutual interest.

2. The Contracting Parties agree to promote trade and economic cooperation by means of measures aiming to improvement of mutual trade, including:

- organisation and holding of fairs, exhibitions, conferences, advertising, consultancy and other business services;
- development of contacts between economic entities, manufacturers associations, chambers of commerce and other business associations of both Contracting Parties;
- development of joint economic and industrial cooperation in the fields of mutual concern

## **Article 12**

### **Emergency Actions**

1. The Parties shall consult each other promptly at the request of either Contracting Party whenever imports of products or originating in the territory of the other Contracting Party causes or threatens to cause injury to domestic producers of like or directly comparative products, with the aim of finding immediate solutions to the problems raised.

2. If as result of the said consultations the Contracting Parties are unable to reach Agreement, within a 30 days from the date of written request by the Contracting Party concerned, on the means of preventing or remedying injury, the importing Contracting Party will be free to take appropriate measures relative to the import of the products concerned to the extent and for such time as is necessary to prevent occurrence of injury.

3. In critical circumstances, where emergency action is necessary to prevent or remedy such injury, the importing Contracting Party may take appropriate measures without prior consultation, on the condition that the consultation be offered immediately after taking such measures.

4. In the selection of measures under this Article, the Contracting Parties shall endeavor to give priority to those measures which cause the least disturbances to the functioning of this Agreement.

## **Article 13**

### **Commercial Representation**

The Contracting Parties shall permit, in accordance with their national laws and regulations, the opening in the territory of their countries of commercial representations of legal entities of the other country.

## **Article 14**

### **General Exceptions**

1. Nothing in this Agreement shall preclude the Contracting Parties from taking measures aimed at; the protection of security interests, public morality and public order; the protection of life and health of human, animals and plants; the protection of national treasures of artistic, historical or archaeological values, or any other measures referred to in Article XX of the GATT 1994. Such prohibitions shall not, however, constitute a means of arbitrary or unjustifiable discrimination or concealed limitation of trade between the Contracting Parties.

2. This Agreement shall not limit the right of either Contracting Party to take any action which it considers necessary for the protection of its essential security interests including measures related to:

- a) fissionable materials or the materials from which they are derived;
- b) traffic of arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purposes of supplying a military establishment;
- c) measures taken in wartime and other emergency in international relations or allowing to fulfill the international peace and security commitments.

### **Article 15**

#### **Intellectual Property**

1. Considering the importance of intellectual property for the promotion of trade and economic cooperation, the internal legislation of the Contracting Parties shall ensure full and effective protection of intellectual property rights, including in particular adequate and effective protection of copyright and related rights, trademarks, geographical indications, patents without discriminations as to the field of invention, industrial designs, topographies of integrated circuits and undisclosed information on know how.

2. In particular the Contracting Parties shall take all measures to comply with the provisions of the WTO Agreement on Trade Related Aspects of Intellectual Property Rights Agreement on TRIPS of April 15, 1994.

### **Article 16**

#### **Standards**

1. Each Contracting Party, upon request of the other Contracting Party, shall provide information on the legislation in the fields of metrology and national standard measures.

2. The Contracting Parties will cooperate in the field of technical norms and standardization with the aim to reduce technical barriers to trade.

### **Article 17**

#### **Joint Commission**

1. The Contracting Parties agree to establish a Belarus-Bangladesh joint Commission on Trade and Economic cooperation (hereinafter referred to as the “joint Commission”) with the objectives of facilitating the implementation of this Agreement. The joint Commission shall meet upon request of either Contracting Party alternately in Minsk and Dhaka. The time of these meetings shall be decided by the two Contracting Parties jointly.

2. The joint Commission shall, inter alia;

- (a) review the implementation of this Agreement and consider measures which might be taken with a view to fulfilling its provisions;
- (b) review the development and expansion of trade and economic relations between the two countries;
- (c) explore the possibilities of increasing and diversifying trade and economic relations, including industrial and investment cooperation, on the basis of mutual benefit, and identify new areas for such cooperation;
- (d) consult regarding problems which may arise in the course of the development of economic and trade relations between the two countries;
- (e) formulate and submit to the authorities of the Contracting Parties amendments to this Agreement in order to take account of new developments.



3. The joint Commission shall submit to the Contracting Parties reports and recommendations relating to the above matters

### **Article 18 Settlement of Disputes**

The Contracting Parties shall strive to settle through negotiations all disputes arising out of the interpretation or application of this Agreement.

If the Contracting Parties fail to reach a settlement by negotiation within six months, from the time the dispute arose, the dispute shall be settled through arbitration as per provision of the UNCITRAL RULES OF ARBITRATION.

### **Article 19 Entry into Force**

This Agreement shall enter into force on the date of the last notification by which one Contracting Party notifies the other Contracting Party through diplomatic channels that all legal requirements necessary for its entry into force have been fulfilled.

### **Article 20 Duration and Termination**

This Agreement shall remain in force until either Contracting Party gives a written notice to the other Contracting Party, through diplomatic channels, of its intention to terminate it. This Agreement shall expire in six months following the date on which the notice of termination has been received by the other Contracting Party.

Should this Agreement be terminated, its provisions shall continue to be applied to all trade transactions concluded pursuant to this Agreement, but not completed before its termination.

Done in duplicate at Minsk on 29<sup>th</sup> of May 2007, in Russian, Bangla and English languages, all texts being equally authentic.

In case of divergence of interpretation of the provisions of this Agreement, the English text shall prevail.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF BELARUS

Signed

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF  
BANGLADESH

Signed

**TRADE AGREEMENT  
BETWEEN THE GOVERNMENT OF THE PEOPLE'S  
REPUBLIC OF BANGLADESH AND THE GOVERNMENT  
OF THE FEDERATIVE REPUBLIC OF BRAZIL**

The Government of the People's Republic of Bangladesh and The Government of the Federative Republic of Brazil, hereinafter referred to as the Contracting Parties,

being desirous of strengthening the friendship traditionally existing between them, and of promoting close economic and commercial relation between their countries, have AGREED as follows:

**ARTICLE I**

The contracting Parties shall, within the framework of their laws and regulations as in force from time to time, afford necessary facilities for the import export of commodities mentioned in the attached Schedules "A" and "B" which are indicative and not exhaustive. They shall also provide facilities for import into and export from either country for commodities not specifically mentioned in the attached Schedules "A" and "B".

**ARTICLE II**

The Contracting Parties agree that re-export of goods and commodities as mentioned in the Schedules "A" and "B" attached to the Agreement shall not be allowed to any third country without prior approval of the other Party.

**ARTICLE III**

Each Party shall accord to the commerce of the other Party the most favoured-nation treatment.

**ARTICLE IV**

The provision of Article III shall not however apply to any:

- a) advantages and privileges which either party accords or will accord to the bordering countries in order to facilitate frontier trade;
- b) advantages and privileges resulting from any customs union or free trade zone or regional arrangement of which either party is or may become a member;
- c) advantages accorded by virtue of multilateral economic agreement designed to liberalise international commerce;
- d) preference accorded by either Party to the goods and commodities which are imported under aid programme extended to either party by any foreign Government, its corporations, or its association, or the United Nations or its specialised Agencies;
- e) prohibition or restrictions imposed for the protection of public health or preservation of public morals or for the protection of plants or animals against disease, degeneration or extinction;
- f) advantages given to countries with which either party has barter agreement.

## **ARTICLE V**

In order to facilitate the implementation of the Agreement, the Contracting Parties agree to consult each other in respect of any matter arising from or in connection with trade exchange between the two countries.

## **ARTICLE VI**

For the implementation of this Trade Agreement the Contracting Parties may conclude commodity exchange protocols and other arrangements aiming at facilitating and expanding of exchange of goods and other economic relations between the two states.

## **ARTICLE VII**

Payments for goods and services exchanged between the two countries shall be made in convertible currency subject to foreign exchange regulation of the country concerned.

## **ARTICLE VIII**

The Contracting Parties agree to accord each other subject to their respective laws and regulations, facilities for the holding of trade fairs and exhibitions and visits of businessmen and trade delegations.

## **ARTICLE IX**

- 1) This Agreement shall be submitted for approval to the competent authorities of each of the Contracting Parties, according to their respective constitutional provisions.
- 2) Each of the Contracting Parties shall notify the other of the conclusion of the necessary formalities and the Agreement shall come into effect for the date of the receipt of the last notification by either Party. The Agreement shall remain in force for a period of one year and be extended automatically for successive periods of one year.

## **ARTICLE X**

This Agreement, subject to such modification as may be agreed upon by mutual consent of the Contracting Parties, may be terminated upon written notice, provided that such notice is given at least three months before the expiry of any annual period.

Done at Brasilia, on the 13<sup>th</sup> day of *February* 1976, in two original copies, each one in the Portuguese and English languages, being all texts equally authentic.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF  
BANGLADESH.

Signed

FOR THE GOVERNMENT OF THE  
FEDERATIVE REPUBLIC OF  
BRAZIL.

Signed

## **SCHEDULE “A”**

### **List of Exportable items from Bangladesh to Brazil**

1. Raw Jute
2. Jute Manufactures including Jutex/Jutton
3. Paper and Newsprint
4. Paper board including Hard /Chip/Particle board
5. Silk and silk products
6. Fish processed & canned including shrimps
7. Handloom products
8. Tea
9. Molasses
10. Coir and coir products
11. Frog legs
12. Tobacco
13. Spices (all sorts)
14. Crude herbs and drugs
15. Oil cakes
16. Human and animal hair
17. Shellac/ Lac
18. Brooms & Brooms stick
19. Sharkfins and fish maws
20. Cotton waste & Linters
21. Animal casing
22. Alcoholic beverages
23. Pharmaceuticals
24. Wires & Cables
25. Chemicals (Glycerine)
26. Leather (Cow hides) and finished leather goods
27. Hurricane lanterns/ Kerosene cookers
28. Rayon Yarn
29. Cellophane paper
30. Safety matches
31. Melamine products
32. M.S. pipes
33. Carpets / mats
34. Fabric Flex
35. Crushed bones
36. Catechu

## **SCHEDULE “B”**

### **List of Exportable Items from Brazil to Bangladesh**

1. Coffee, green
2. Cotton Wool
3. Beans and seeds of oleaginous fruits
4. Vegetable oils
5. Fruits juice
6. Instant coffee
7. Rice
8. Products of chemical industries
9. Waxes
10. Textiles
11. Metallurgical minerals
12. Base metals and articles thereof
13. Sulphur Powder
14. Pumps, motor pumps, and turbo-pumps for liquid, air and vacuum
15. Refrigerating machines
16. Pulverizers or dusters for agriculture
17. Machines and apparatus for lifting, charging, discharging and moving.
18. Earth moving machines
19. Sewing machines
20. Machines for leather industry
21. Machines and apparatus for working wood and metals
22. Machines for working soil
23. Equipment for food industry
24. Electrical machinery and apparatus
25. Tools
26. Domestic appliances
27. Automobile vehicles and spare parts
28. Cement
29. Footwear
30. Locomotives.

**LONG TERM TRADE AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA AND THE  
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGALDESH**

The Government of the People's Republic of Bulgaria and the Government of the People's Republic of Bangladesh, (hereinafter referred to as the Contracting Parties), with a view to further enhancing the development of the bilateral relations, in particular the trade and economic relations, reached agreement as follows:

**ARTICLE- I**

The Contracting Parties shall take appropriate measures to diversify and develop trade on a balanced basis between the two countries and facilitate the exchange of goods between them.

**ARTICLE-II**

Trade and exchange of goods between the two countries shall be conducted in accordance with the import and export laws, rules and procedures, and the foreign exchange laws and regulations in force in the respective country.

**ARTICLE-III**

1. The Contracting Parties shall grant to each other the most-favoured-nation treatment in all matters relating to shipping, customs duties and other taxes to be levied on the importation and exportation of commodities in implementation of this Agreement.
2. The provisions of the preceding paragraph shall not apply to :
  - a) Preferences and advantages which either Contracting Party has accorded or may accord to bordering countries in order to facilitate their frontier trade during the period of validity of this Agreement;
  - b) Advantages and privileges which are or may be granted by either of the Contracting Parties to any of their neighbouring countries during the period of validity of this Agreement;
  - c) Preferences and advantages which result from any customs union or free trade area or regional arrangement to which either Contracting Party is or may become a member during the period of validity of this Agreement;
  - d) Preferences and advantages accorded to either Contracting Party in accordance with any scheme for expanding the trade and economic cooperation amongst the developing countries during the period of validity of this Agreement.

#### **ARTICLE-IV**

In accordance with the requirements and possibilities of the Contracting Parties, the exchange of commodities between the two countries shall be made on the basis of Schedule 'A' (Exports from Bulgaria to Bangladesh) and Schedule "B" (Exports from Bangladesh to Bulgaria) attached to this Agreement.

However, this Agreement does not preclude the exchange of commodities not listed in the above mentioned schedules.

#### **ARTICLE-V**

During the period of validity of this Agreement the value of exports of either Contracting Party shall be approximately 175-200 million US Dollar.

#### **ARTICLE-VI**

The import and export of goods under this Agreement shall be carried out on the basis of contracts to be concluded between foreign trade organisations of Bulgaria, on one hand and Trading Corporation of Bangladesh (TCB), other state corporations and importers and exporters of Bangladesh, on the other.

#### **ARTICLE-VII**

The Contracting Parties agree to hold annually consultations in Sofia and Dhaka alternately with the aim to follow up the implementation of this Agreement.

#### **ARTICLE-VIII**

For implementation of this Trade Agreement, the Contracting Parties agree to conclude a Barter Protocol for each Agreement year to fix the values of trade and the commodities to be exchanged in the same Agreement year.

The accounting currency under the Barter Protocol shall be non-convertible US Dollar and its value shall be determined in terms of Special Drawing Rights. The technical details shall be finalised in the banking arrangement to be worked out by the Bulgarian Foreign Trade Bank and the Sonali Bank for each Barter Protocol.

#### **ARTICLE-IX**

The two Contracting Parties agree that the conclusion of an annual Barter Protocol shall not affect the rights of physical and juridical persons of the People's Republic of Bulgaria and the People's Republic of Bangladesh to enter into trade transactions outside the scope of the above mentioned Protocol with regard to commodities not included in the annual Barter Protocol or in connection with items included therein but exceeding the values specified in it. All payment in such cases shall be effected in convertible currencies in compliance with the foreign exchange laws, rules and regulations in force in the respective country.

## **ARTICLE-X**

The Long Term Trade Agreement between the Government of the People's Republic of Bulgaria and the Government of the People's Republic of Bangladesh signed on 11 February 1981 shall be automatically terminated from the date this Agreement comes into force and any Protocol concluded under the previous Long Term Trade Agreement shall continue to remain operative under this Agreement.

## **ARTICLE-XI**

This Agreement shall cover a period of five years and comes into force on the date of its signing. Amendments and additions to this Agreement may be made only with the prior written consent of the Contracting Parties.

Done in Dhaka on the 18<sup>th</sup> day of November 1985 in two originals in English, both texts being equally authentic,

FOR AND ON BEHALF OF  
THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF  
BULGARIA

Signed

(GEORGI N. VUTEV)  
FIRST DEPUTY MINISTER  
MINISTRY OF FOREIGN TRADE

FOR AND ON BEHALF OF  
THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF  
BANGLADESH

Signed

(A.B.M. GHULAM MOSTAFA)  
SECRETARY  
MINISTRY OF COMMERCE



## **SCHEDULE ‘A’**

### **INDICATIVE LIST OF EXPORTS FROM THE PEOPLE’S REPUBLIC OF BULGARIA TO THE PEOPLE’S REPUBLIC OF BANGLADESH.**

<u>Sl.No.</u>	<u>Items</u>
1.	Pig Iron
2.	M.S. Sillats
3.	Raw cotton
4.	Soda ash
5.	Machinery, equipment, spares, Electrical equipment, transformers , accessories and spare parts thereof
6.	Fertilizers
7.	Caustic soda
8.	Hot and cold rolled sheets, steel ropes
9.	Rails
10.	Radio transmitters, spares and allied equipment
11.	Veterinary medicines
12.	Pharmaceutical raw materials
13.	Medicines
14.	Forklift trucks, cargo and material handling equipment and spare parts thereof
15.	Sugar
16.	Miscellaneous.

SCHEDULE 'B'  
INDICATIVE LIST OF EXPORTS FROM  
THE PEOPLE'S REPUBLIC OF BANGLADESH  
TO THE PEOPLE'S REPUBLIC OF BULGARIA.

<u>Sl. No.</u>	<u>Items</u>
1.	Jute products including twine and yarn
2.	Jute carpets
3.	Raw jute
4.	Leather: <ul style="list-style-type: none"><li>a) Crust and finished</li><li>b) Wet blue</li><li>c) Leather products</li></ul>
5.	Tea: <ul style="list-style-type: none"><li>a) Packet</li><li>b) Loose</li></ul>
6.	Ready made garments, specialized textiles and house-hold linen
7.	Wires and cables
8.	G.I. Pipes
9.	Tobacco, Cigarettes and tobacco manufactures
10.	Hardboard and particle board
11.	Cosmetics and toiletries
12.	Handicrafts
13.	Razor blades
14.	Crushed bones
15.	Cellophane
16.	Ceramic and cutlery products
17.	Sanitary wares and insulators
18.	Rayon yarn
19.	Newsprint, paper and paper products
20.	Spices
21.	Miscellaneous ,

## **TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT**

The Government of the People's Republic of Bangladesh and the Government of the Arab Republic of Egypt hereinafter referred to as "the Contracting Parties" being inspired by the desire of further developing and strengthening the friendship traditionally existing between them, and of promoting close commercial and economic relations between Bangladesh and Egypt, have on the basis of equality and mutual benefit agreed as follows:

### **ARTICLE -I**

The Contracting Parties shall within the framework of their laws and regulations as in force from time to time, afford necessary facilities for the import/export of commodities mentioned in attached Schedule "A" and "B" which are indicative and not exhaustive. They shall also provide facilities for import into and export from either country for commodities not specifically mentioned in the attached Schedules "A" and "B".

### **ARTICLE -II**

1. The two Contracting Parties have agreed to accord to each other the most-favoured-nation treatment, in all matters connected with trade between the two countries.
2. The provision of Paragraph I above shall not, however, apply to:
  - a) Advantages and privileges which either party accords or will accord to the bordering countries in order to facilitate frontier trade;
  - b) Advantages and privileges resulting from any customs union or free trade zone or regional arrangements of which either party is or may become a member;
  - c) Advantages accorded by virtue of multilateral economic agreements designed to liberalise international commerce;
  - d) Prohibition or restrictions imposed for the protection of public health or preservation of public morals or for the protection of plants or animals against disease, degeneration or extinction.

### **ARTICLE-III**

The Bangladeshi and Egyptian commodities delivered in fulfillment of this Agreement shall not, under any circumstances be re-exported to a third country without prior approval of the competent authorities of the two countries.

### **ARTICLE-IV**

The Contracting Parties agree that the exchange of commodities and goods under this Agreement will be subject to the world prices prevailing in the principal markets.

### **ARTICLE-V**

The Contracting Parties agree to set up a Joint Commission composed of the representatives of their Governments, to jointly draw up a trade plan for exchange of commodities and review the progress in the implementation of this Agreement alternately in Dacca and Cairo at the request of either party and propose necessary changes in the lists attached to this Agreement. The Commission may also examine issues hindering development of trade and consider appropriate measures to remove them.

## **ARTICLE-VI**

The Contracting Parties agree to establishment and promotion of close economic and technical cooperation between the two countries.

## **ARTICLE-VII**

Each Contracting Parties shall grant merchant vessels of the other party, while entering, putting off and lying at its ports, most-favoured-nation treatment accorded by the respective laws, rules and regulations to the vessels under the flag of any third country. This article shall not apply to any concessions made to ships engaged in the coastal trade of either Party.

## **ARTICLE-VIII**

Payments for goods and services exchanged between the two countries shall be made in convertible currency subject to foreign exchange regulations of the country concerned.

## **ARTICLE-IX**

Within a view to increasing the commercial exchanges between the two countries, fairs and commercial exhibitions would be organised by each of the Contracting Parties on the territory of the other Contracting Party.

The Contracting Parties would mutually accord within the framework of their laws and respective regulations the exemption of customs regulations for the commodities which are temporarily imported from their country and which are brought for above mentioned fair and commercial exhibitions.

## **ARTICLE-X**

The Contracting Parties agree to give full consideration to suggestions that may be made from time to time by the other party for the expansion and diversification of trade.

## **ARTICLE-XI**

This Agreement shall come into force from the date of the exchange of the notes following ratification by the two Governments and shall be valid for a period of three years unless previously terminated by three months notice given in writing by either of the contracting parties before the expiry of the validity of this Agreement.

Done in Cairo on 22<sup>nd</sup> July 1974 in two original copies in English language.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF  
BANGLADESH

Signed

KHANDOKER MOSHTAQUE AHMED  
MINISTER FOR COMMERCE AND  
FOREIGN TRADE

FOR THE GOVERNMENT OF THE  
ARAB REPUBLIC OF EGYPT

Signed

FATHY AHMED EL-MATBOULY  
MINISTER FOR FOREIGN TRADE

## **SCHEDULE-A**

### **LIST OF EXPORTABLE ITEMS FROM BANGLADESH TO EGYPT**

1. Raw Jute
2. Jute manufactures
3. Newsprint
4. Writing and printing paper
5. Lowgrammage paper
6. Rayon yarn
7. Cellophane
8. Hard board
9. Particle Board
10. Drugs and medicines
11. Animal and human hair
12. Electrical wires and cables (upto II KV)
13. Crushed bones
14. Chemicals and pharmaceuticals
15. Tea
16. Raw leather, half-tanned leather and leather products
17. Fish (frozen and dry)
18. Processed shrimps
19. Raw silk
20. Specialised textiles
21. Spices
22. Tamarind
23. Coir yarn
24. Coir ropes and twine
25. Handicrafts and handloom products
26. Cotton waste
27. Oil cakes
28. Mild steel heavy plates
29. G.I. Pipes and M.S. Pipes (1/2" to 3" dia)
30. Welding electrodes
31. Tube lights (2' to 4' long)
32. Lathe machine, (4' to 8' bed) drilling machine and different machine tools.
33. Super enamel copper wires (round section)
34. Agar attar dust and attar bati
35. Sugar
36. Match boxes
37. Miscellaneous

## **SCHEDULE-B**

### **LIST OF EXPORTABLE ITEMS FROM EGYPT TO BANGLADESH**

1. Cotton
2. Rice
3. Citrus and fresh fruit
4. Fresh vegetables
5. Yarn cotton
6. Textile
7. Cement
8. Flax seed cakes
9. Dehydrated onion & garlic
10. Pharmaceuticals
11. Flex fibre and its products
12. Rock phosphate
13. Electric lamps
14. Asbestos pipes
15. Glasses
16. Machine tools
17. Ferro alloys
18. Glass house hold articles
19. Bulbs
20. Fresh onion and garlic
21. Ground nuts
22. Medical and aromatic plants
23. Sanitary fittings
24. Base metals and articles thereof
25. Naphta
26. Iron and steel products
27. Miscellaneous

**Trade Agreement Between  
the Government of the People's Republic of Bangladesh  
and the Government of the German Democratic Republic**

The Government of the People's Republic of Bangladesh and the Government of the German Democratic Republic, desirous of developing trade relations between the two states on the basis of equality and mutual advantage, have agreed as follows:

**Article 1**

Both Contracting Parties shall propose and facilitate the exchange of goods between the two states in accordance with the laws and other legal regulations governing exports from and imports into the two states.

**Article 2**

The deliveries of goods between the People's Republic of Bangladesh and the German Democratic Republic shall be effected on the basis of the lists of goods. "A" (Exports from the People's Republic of Bangladesh to the German Democratic Republic) and "B" (Exports from the German Democratic Republic to the People's Republic of Bangladesh), attached to this Agreement. The lists of goods "A" and "B" shall form an integral part of this Agreement and may be amended or changed in any other way only through mutual consent of the Contracting Parties.

**Article 3**

Both Contracting Parties shall ensure that the necessary export and import licenses will be issued in good time, Both Contracting Parties agree that goods other than those included in the lists of goods "A" and "B" may also be supplied in accordance with the stipulations of this Agreement.

**Article 4**

Both Contracting Parties shall, for the purpose of promoting and facilitating trade between the two states, grant most-favoured-nation treatment in all matters concerning trade between the two states. Most-favoured-nation treatment shall be applied, in particular, in respect of customs duties and other charges, and of the way in which they levied, and to the regulations and formalities governing customs clearance.

The above provisions shall not, however, apply to:

- a) advantages, which either Contracting Party has granted or may grant in the future to the neighbouring countries in order to facilitate border trade and traffic;
- b) advantages, resulting from a customs union, of which either Contracting Party has become or may become a member;
- c) advantages, granted or received by either Contracting Party to or from one state or group of states within the framework of Free Trade Area or economic associations

or similar organisations of which one or both Contracting Parties have become or may become member, or special trading arrangement to which either Party may enter.

#### **Article 5**

The deliveries of goods between the People's Republic of Bangladesh and the German Democratic Republic shall be effected on the basis of contracts, subject to foreign trade regulations, to be concluded between juridical persons of the German Democratic Republic authorized to participate in foreign trade, on the one hand, and juridical and natural persons of the People's Republic of Bangladesh, on the other hand. Natural and juridical persons having their place of business in either of the two states, shall carry out their commercial transactions in every respect on their own responsibility. Juridical persons having their place of business in one of the two states and legally existing according to its laws and other legal regulations, shall also be recognized as legally existing in the other state.

#### **Article 6**

Both Contracting Parties agree that the prices of goods supplied under this Agreement shall be established on the basis of world market prices i.e. the prices on the principal markets for goods of the same type.

#### **Article 7**

All payments resulting from the implementation of this Agreement shall be effected in Pound Sterling or in any other freely convertible currency.

#### **Article 8**

All contracts, invoices and other documents relating to commercial and non-commercial payments to be made under this agreement shall be expressed in Pound Sterling or any other freely convertible currency.

#### **Article 9**

Either Contracting Party shall permit the implementation of permanent or temporary fairs or exhibitions by the other Contracting Party or its organisations on its territory in accordance with the laws and other legal regulations in force in its state and moreover shall give sympathetic consideration to its participation in international fairs being held on the territory of the other Contracting Party.

#### **Article 10**

Both Contracting Parties shall guarantee the recognition and execution of arbitrator's awards of disputes resulting from commercial or other transactions effected by their juridical persons, provided that the settlements of the disputes will be effected by the court of arbitration which has been specially formed for this purpose or which is acting permanently and which has been legally agreed upon by the Contracting Parties. The permission of



execution and the execution of the arbitrator's award itself shall be effected in accordance with the laws of that state in which the arbitrator's award is to be executed.

### **Article 11**

Both Contracting Parties shall, in accordance with the laws and other legal regulations in force in their states, exempt the following goods from customs duties, taxes and other charges, when brought in or taken out;

- a) goods, samples and advertising material required for the sole purpose of obtaining offers and of advertising;
- b) tools and other objects brought in for the purpose of installation or repair work, provided that they will be taken out after installation or repair work has been completed;
- c) objects for the implementation of experiments or tests, provided that they will be taken out after the experiments and tests have been completed;
- d) goods and objects for permanent or temporary fairs and exhibitions, provided that these goods and objects will not be sold; and
- e) marked packages brought in for filling purposes as well as packing material of brought-in goods which will be taken out after a fiscal period of time.

### **Article 12**

To ensure the implementation of this Agreement and to deliverate on principal issues concerning the mutual trade relations representatives of both Contracting Parties shall meet alternately in Dacca and Berlin at the request of either Contracting Party.

Such meetings shall be held not later than two months after such a request has been made by either Contracting Party.

### **Article 13**

For the implementation of this Trade Agreement the Contracting Parties may conclude commodity exchange protocols and other arrangements aiming at facilitating and expansion of exchanges of goods and other economic relations between the two states.

### **Article 14**

The stipulations of this Agreement shall also be applied to contracts concluded during the period of validity of this Agreement but not fulfilled before its expiry.

### **Article 15**

Amendings of and supplements to this Agreement shall be made in writing and are subject to the mutual consent of both Contracting Parties.

## **Article 16**

This Agreement shall come into force on the day of its signing and shall remain valid until 31<sup>st</sup> December 1975. The period of validity shall automatically be renewed by one year each, unless either Contracting Party gives three months' notice in writing before the expiry of its validity.

Done and signed in Dacca on twenty-fourth of July nineteen hundred and seventy-two in two originals, each in the English Language.

**For the Government of  
the People's Republic  
of Bangladesh**

**Signed**

**For the Government  
of the German Democratic  
Republic**

**Signed**

### **LIST OF GOODS “A”**

Exports from the People’s Republic of Bangladesh to the German Democratic Republic

1. Raw Jute
2. Tea
3. Semi-tanned, wet blue, tanned and raw, skins, hides and leather
4. Leather goods
5. Jute products
6. Coir and jute rope and yarn
7. Coir mat, coir fibre, rubberised coir mat and rubber mat
8. Newsprint and other kinds of paper
9. Handicrafts
10. Oil cakes
11. Bone meal, bone crushed
12. Fish meal
13. Spices
14. Human hair
15. Hosiery and handloomed products
16. Tinned fruit and fruit juice
17. Tinned and frozen shrimps

### **LIST OF GOODS “B”**

Exports from the German Democratic Republic to the People’s Republic of Bangladesh

1. Typewriters and other office equipment, calculating machines.
2. Textile machinery and spare parts
3. Printing and book-binding machinery and other printing equipment and spare parts
4. Diesel engines and compressors
5. Diesel generators, diesel generating sets
6. Agricultural machines and utensils, irrigation facilities such as pumps
7. Electrical distribution, transmission equipment, cables , accessories
8. Machines for the food industry such as oil extraction equipment, rice and flower mills
9. Optical and precision instruments
10. Laboratory instruments including instruments and equipment for veterinary laboratory
11. Equipment and instruments for the public health service
12. Rolling stocks
13. Machine tools
14. Teaching aids including audio-visual units
15. Wireless and wired transmission equipments
16. Dyes and chemicals including chemicals for leather tanning, textile industry etc.
17. Insecticides and plant-protective agents
18. Inorganic and organic chemicals
19. Pharmaceuticals
20. Film and film materials
21. Laboratory glass-ware
22. Products of textiles industries.

**TRADE AGREEMENT**  
**between the People's Republic of Bangladesh**  
**And the Hungarian People's Republic**

The Government of the People's Republic of Bangladesh and the Government of the Hungarian People's Republic, led by the desire to establish and develop trade relations between the two countries on the basis of equality and mutual benefit, have agreed to conclude the following Trade Agreement:

**Article-1**

The Contracting Parties accord to each other unconditional most favoured nation treatment in all matters with respect to trade, navigation and the other economic relations.

**Article-2**

The citizens of either Contracting Party shall enjoy the most favoured nation treatment with respect to the right of entry into the territory of the other Contracting Party for establishing provisional residence, for travel and sojourn and departure therefrom, in accordance with the rules and regulations in force in the respective country.

The provisions of the above paragraph do not preclude the possibility for the Contracting Parties to settle questions related to passports and visas, in accordance with their internal law or under special arrangement with third countries for a visa-free region.

The citizens of either Contracting Party are accorded in the territory of the other Contracting Party the most favoured nation treatment with respect to protection and security of their personality and property.

**Article-3**

Either Contracting Party accords to the products originating in or destined for the territory of the other Contracting Party the most favoured nation treatment unconditionally in all matters with respect to issuing import and export licenses, customs duties and charges of any kind imposed on or in connection with importation or exportation and in respect of the methods of laying such duties or charges, in respect to the rules, formalities and charges connected with the clearance of goods through customs, as well as in respect to all internal taxes or other internal charges of any kind imposed on or in connection with imported and exported products.

**Article-4**

The provisions of Article-1., 2. and 3. shall not be applied in the cases of special advantages accorded or to be accorded by one of the Contracting Parties:

1. to neighbouring countries in order to facilitate frontier trade and traffic;
2. to other countries with which one of the Contracting Parties participates or shall participate in a customs union, free-trade zone or duty-free trade zone or any other special trade arrangements.

### **Article-5**

Observing the regulations for provisional imports and exports of either Contracting Party, the following articles shall be freed from duties, fees, taxes and other such payments when being imported or exported provided these are not sold or let out on hire:

- a./ Samples of goods;
- b./ Articles intended for tests, examinations, experiments;
- c./ Articles intended to be displayed at fairs, exhibitions and contests;
- d./ Tools and appliances to be used by assemblers in assembling and installing equipment;
- e./ Marked containers, packing or wrapping of the exported goods, or the imported ones when they are sent back;
- f./ All other kinds of goods and articles upon mutual consent of the Contracting Parties.

### **Article-6**

Exchange of goods between the Contracting Parties is conducted on the basis of contracts concluded between competent physical and juridical persons of the two Contracting Parties, being entitled to foreign trade activities in accordance with laws and regulations in the respective countries.

### **Article-7**

The vessels of either Contracting Party, their crews, passengers and cargo shall be admitted in the territorial water and in the ports of the other country and they will be accorded the most favoured nation treatment in all matters related to entry, sojourn and leaving the ports, using the letter for loading-unloading operations, embarking and disembarking of passengers, performing all commercial operations, supply with fuel, fresh water and provisions, also for using all facilities intended for maritime commercial navigation.

### **Article-8**

All payments between the two Parties, unless otherwise agreed upon, shall be effected in convertible currency in compliance with the foreign exchange laws, rules and regulations which are or may come into force in the country of either of the Contracting Parties.

### **Article-9**

The Contracting Parties shall consult each other upon the request of one of them concerning the necessary measures for expansion of mutual co- operation, trade relations, also settling questions related to the implementation of this Agreement.

For the implementation of this Trade Agreement the Contracting Parties may conclude barter agreements, protocols and other arrangements aiming at facilitating and expansion of exchange of goods and other economic relations between the two countries.

#### **Article-10**

The provisions of this Agreement shall be applied also after the expiry of its validity term as regards to all commercial transactions which had been concluded but were not entirely implemented before the expiration of the validity of the Agreement.

#### **Article-11**

The two Contracting Parties shall enforce the arbitration awards on the disputes related to trade contracts, concluded between the physical and legal persons mentioned in Article-6 of this Agreement, provided that the settlement of such disputes by arbitration has been stipulated in the contracts themselves or in separate arrangements executed in due form.

Arbitration awards shall be enforced in accordance with the laws of the Contracting Party in which the enforcement of the awards is sought.

#### **Article-12**

The provisions of the present Agreement shall not limit the right of either Contracting Party to adopt or execute measures relating to the protection of:

- a./ its security; and
- b./ public health or the prevention of diseases and pests in animals and plants.

#### **Article-13**

For the purpose of promoting trade between the two countries, the two Contracting Parties shall, on terms and conditions as shall be agreed upon by the competent authorities of both countries, subject to laws, rules and regulations in force in either country, and within their competence, facilitate each other's participation in trade fairs, to be held in either country and organization of commercial exhibitions by one of the Contracting Parties in the territory of the other.

#### **Article-14**

Each Contracting Party may, on the basis of reciprocity, establish in the capital of the other Contracting Party, its Trade Representation or Commercial Section of the Embassy of the respective country.

The legal status of such Representation or Commercial Section of the Embassy is determined as follows:

The Trade Representative and his deputy shall enjoy all the immunities and privileges accorded by the Vienna Convention of 1961 to members of a diplomatic mission.

The office and residential premises of the Trade Representation or Commercial Section of the Embassy shall enjoy the immunities and privileges accorded by the Vienna Convention of 1961 to the office and residential premises of a diplomatic mission.

The Trade Representation or Commercial Section of the Embassy shall have the right to use cypher.

The Trade Representation or Commercial Section of the Embassy shall not be subject to registration.

The member of the Trade Representation or Commercial Section of the Embassy shall not be subject to taxation on wages and salaries they receive from their respective Government for the performance of their duties.

The Trade Representations or Commercial Sections of the Embassies shall act on behalf of their respective Governments in trade matters.

### **Article-15**

The Agreement shall come into force on the day of its signature and shall remain effective till 31<sup>st</sup> December 1974.

After the expiry of the above period the Agreement remains automatically in force for a further period of one year each until one of the Contracting Parties states in writing its intention to terminate the Agreement at least 90 days prior to the expiry of each period.

Done in Budapest on 5<sup>th</sup> April 1972 in two original copies in English, both texts being equally authentic.

FOR THE GOVERNMENT OF THE PEOPLE'S  
REPUBLIC OF BANGLADESH

**Signed**

**M.R. Siddiqi,**  
Minister for Trade and Commerce

FOR THE GOVERNMENT OF THE  
HUNGARIAN PEOPLE'S REPUBLIC

**Signed**

**Dr. J. Biro**  
Minister of Foreign Trade

TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE  
REPUBLIC OF KENYA AND THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

The Government of the Republic of Kenya and the Government of the People's Republic of Bangladesh, in this Agreement referred to hereafter as "The Contracting Parties" desirous of strengthening and developing trade relations between the two countries on the basis of equality and mutual benefit, have agreed as follows :-

ARTICLE 1

- a) The Contracting Parties shall accord each other the most-favoured-nation treatment in all matters with respect to the trade relations between the two countries.
- b) The Provisions of the preceding paragraph of this Article shall, however, not apply to advantages:
  - 1. Which one of the Contracting Parties has granted or may grant to neighbouring countries in order to facilitate frontier traffic:
  - 2. Which shall result from a customs union, a free trade area or other international trade arrangements to which either Contracting Party is or may become a member.

ARTICLE 2

The Contracting Parties shall use their best endeavours to increase the volume of trade between their two countries.

ARTICLE 3

- a) For the purpose of this agreement, goods originating in Kenya shall be regarded as Kenyan products and goods originating in Bangladesh as Bangladesh products.
- b) The country of origin shall be deemed to be the country where a product was produced and manufactured or underwent its last substantial processing or in the case of non-processed agricultural products, the country where the products were actually produced. Both Contracting Parties reserve the right to subject the importation of any goods to the submission of certificates of origin by an organisation authorised in this respect by the country of origin.

ARTICLE 4

- a) The Contracting Parties shall accord each other, subject to the laws and regulations for the time being in force in the country concerned, treatment no less favourable than that accorded to other countries in respect of goods of one Contracting Party being transported to or from any other country though the territory of the other Contracting Party.
- b) The provisions of this article shall not prevent either Contracting Party from taking measures necessary to prevent abuse of transit facilities or to protect public morals, public order or animal or plant life or health.



## ARTICLE 5

Goods of one Contracting Party imported into the territory of the other Contracting Party may be re-exported to a third country with prior approval of the respective authorities of the Contracting Party from whose territory the goods have been imported.

## ARTICLE 6

Each Contracting Party shall encourage participation in trade fairs and exhibitions organised in the territory of the other.

## ARTICLE 7

Each Contracting Party shall accord most-favoured-nation treatment with respect to importation and exemption from duties and charges, for samples of goods and advertising material, articles destined for tests and experiments, or for exhibitions and fairs together with the incidental requirements of tools, material and containers for this purpose, in territory of each Contracting Party.

## ARTICLE 8

- a) Both Contracting Parties shall take measures as may be necessary to ensure that the prices for the goods to be exchanged under this Agreement will be established on the basis of world market prices, i.e. prices of the main markets for the corresponding goods. For the goods for which no world market prices can be established competitive prices for similar goods of analogous quality shall be applied.
- b) All payments resulting from contracts and transactions concluded within the scope of this Agreement between persons and trading enterprises of Kenya and legal persons of the People's Republic of Bangladesh as well as other current payments between the two countries shall be effected in accordance with the Foreign Exchange regulations in force in the respective country in any freely convertible currency.

## ARTICLE 9

The Contracting Parties shall consult each other upon the request of either one of the Contracting Parties on measures for the expansion of mutual economic co-operation, and of trade relations or the solving of problems related to the implementation of this Agreement.

## ARTICLE 10

- a) This Agreement shall not be deemed to confer any right or impose any obligation in contravention of :
  1. any laws or regulations for the time being in force in the country of either Contracting Party.
  2. any international convention or the rules and regulations of any international Association to which either Contracting Party is party or member.
- b) The application of the most-favoured-nations treatment referred to in Article 1 of this Agreement shall not prevent either Contracting Party from entering into or joining any international trade arrangements whose terms may offer rights and privileges not provided for in this Agreement.

## ARTICLE 11

This Agreement may be amended from time to time by exchange of letters resulting from close consultation between the two Contracting Parties and such amendments shall become constituent parts of this Agreement.

## ARTICLE 12

- a) This Agreement shall come into force on the date of exchange of notes by the Contracting Parties to each other confirming that the Agreement has been approved in accordance with the legal procedure of each country.
- b) This Agreement shall remain in force for a period of two years and shall thereafter be automatically renewed for similar periods, unless notice of termination in writing is given by either Contracting Party six(6) months prior to the expiry of the Agreement.
- c) Termination or expiry of this Agreement shall not affect the validity of contracts already concluded but not fully executed at the moment of expiry of this Agreement.

DONE at NAIROBI this 1ST DAY

day of SEPTEMBER 1982 in two originals in the English language,

both texts being equally authentic.

ON BEHALF OF  
THE GOVERNMENT OF THE  
REPUBLIC OF KENYA

Signed

.....  
HON. J. H. OKWANYO, M.P.  
MINISTER FOR COMMERCE

ON BEHALF OF  
THE GOVERNMENT OF THE PEOPLE'S  
REPUBLIC OF BANGLADESH

Signed

.....  
H.E. A.B.M.G. KIBRIA  
HIGH COMMISSIONER

**TRADE AGREEMENT**  
**BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALI AND THE**  
**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**

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The Government of the Republic of Mali and the Government of the People's Republic of Bangladesh (hereinafter referred to as the Contracting Parties) being desirous of widening and strengthening their friendship and anxious to reinforce their commercial relations on the basis of their mutual interest, have agreed as follows:

**Article-1**

The Contracting Parties agree to accord each other treatment not less favourable than that accorded to any other nation regarding trade.

However, this provision shall not be applicable to the granting or continuation of:

- a) advantages accorded by one of the Contracting Parties to bordering countries in order to facilitate border trade;
- b) advantages provided for in a customs union or free trade zone of which one of the Contracting Parties is, or may become a member;
- c) preferences and advantages accorded by Mali or Bangladesh to any country within the scope of a preferential bilateral agreement.

**Article-2**

The commercial transactions between the two countries shall be carried out in conformity with the provisions of the present Agreement and in view of the rules and regulations of External Trade and Exchange in force in each of the two countries.

**Article-3**

The goods imported cannot be re-exported to a third country in the same form without written authorities given by the competent authorities of the exporting country.

**Article-4**

The Contracting Parties, in conformity with the legislation in force in each of the two countries can exonerate from the customs duties and all charges relating to the external commercial activities of the following products:

- a) samples and advertising materials, commercial catalogues and the like;
- b) tools and equipment necessary to the organization of fairs and exhibitions provided that they are re-exported within a fixed time limit;
- c) special containers and wrappings used in international commerce provided that they returned to the original country.

#### **Article-5**

In order to ensure the continuity of their exchanges, the Contracting Parties will encourage the concluding of short and long term contracts, between individual and legal entities as regards goods which interest both Parties.

#### **Article-6**

Payments for commercial transactions under the present Agreement shall be made in currencies freely convertible by the two Parties.

#### **Article-7**

A Joint Committee composed of representatives from the two Governments is to be set up to watch over the implementation of this Agreement.

The Joint committee can meet at the request of one or other of the Parties in order to exchange information, to examine questions arising from the implementation of this Agreement and to propose, should the occasion arise, any appropriate measures to the two Governments.

#### **Article-8**

This Agreement shall be valid for a period of five years, automatically renewable by tacit agreement from year to year unless one or other of the Contracting Parties notifies the other of its intention to terminate the Agreement by giving advance written notice six months prior to the expiry of this Agreement.

#### **Article-9**

The provisions of this Agreement shall continue to be applicable after it ceases to be valid or is terminated for any commitment, concluded during its time of validity and not completed/fulfilled on the expiry date.

#### **Article-10**

This Agreement shall come into force after due legal processes have been completed by the Contracting Parties.

Done at Dhaka on 27 August, 1995 in two original copies each in English and French languages, all the texts being equally authentic.

Signed

M. Shamsul Islam  
Minister of Commerce and  
Information

For the Government of the People's Republic of  
Bangladesh

Signed

ModiboTraore  
Minister of Rural Development  
and Environment

For the Government of the  
Republic of Mali

**TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE KINGDOM OF MOROCCO AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**

The Government of the Kingdom of Morocco and the Government of the People's Republic of Bangladesh, hereinafter referred to as the Contracting Parties;

Desiring to develop, extend and strengthen the commercial relations and promote the exchange of goods and services between the two countries, on the basis of equality and mutual benefit;

Have agreed as follows:

**ARTICLE 1**

The Contracting Parties shall accord to each other the Most Favoured Nation treatment, in accordance with the provisions of World Trade Organization (WTO):

However, this provision will not be applicable when it concerns the grant or the maintenance of:

- Advantages accorded by one of the Contracting Parties to neighbouring or contiguous countries in order to facilitate border trade;
- Advantages resulting from a custom union or a free trade area, of which one of the Contracting Parties is or may become a member;
- Preferences and advantages accorded to any third country within the framework of a bilateral agreement.

**ARTICLE 2**

The Contracting Parties shall, subject to the laws and regulations in force in their respective countries, take all appropriate measures to facilitate and develop the commerce of goods and services between the two countries.

**ARTICLE 3**

In order to ensure the continuity of their trade relations, the Contracting Parties shall encourage the conclusion of short and long term contracts between businessmen of the two countries.

**ARTICLE 4**

The payment for the transactions concluded within the framework of the present Agreement, shall be made in convertible currency, in conformity with the exchange regulations in force in each country.

## **ARTICLE 5**

In order to promote bilateral trade and subject to the laws and regulation in force in their respective countries, the Contracting Parties shall encourage the exchange of businessmen delegations.

## **ARTICLE 6**

The Contracting Parties shall accord each other, within the framework of rules and regulations in force in the two countries, the necessary facilities for the organization of permanent or temporary fairs and trade exhibitions, or the establishment of commercial centers in their respective countries.

## **ARTICLE 7**

For the above purpose, each Contracting Party shall authorize, in accordance with the laws and regulations in force in the two countries, the import of the following items, originating from the territory of the other Contracting Party:

- a- on a duty free of basis for samples and materials with no commercial value, designed only for the advertisement and to obtain orders;
- b- in suspension of duties and taxes for goods, items and equipments, temporarily imported for trade exhibitions and fairs, provided that they are re-exported later. However, the Contracting Parties may authorize the sale of goods and items, on the condition that the sale shall be in conformity with the laws and regulations in force for commercial transactions, payment of duties and taxes for imports, foreign exchange and procedures of foreign trade. Such arrangements shall be on a reciprocal basis.

## **ARTICLE 8**

The Contracting Parties shall encourage the exchange of foreign trade related information and data in order to facilitate bilateral trade.

## **ARTICLE 9**

Each Contracting party shall facilitate, subject to the laws and regulation in force in the two countries, the transit, on its territory, of goods originating from the territory of the other Contracting Party or destined to the other Contracting Party.

## **ARTICLE 10**

In order to follow up the implementation of this Agreement and to formulate the ways and means to further promote commercial relations, a joint Trade Commission would be established. The Joint Trade Commission, consisting of representative of the two Contracting Parties, shall meet alternately in Rabat and Dhaka at the request of either of the Contracting

Parties. The two Contracting Parties shall encourage, when appropriate, the participation of the private sectors in the Joint Trade Commission.

#### **ARTICLE 11**

The present Agreement shall enter, provisionally, into force on the date of its signature and definitely as soon as the two Contracting Parties have notified to each other, by an exchange of diplomatic notes, the fulfilment of their respective constitutional procedures.

The present Agreement shall be valid for a period of five years, automatically renewable, year after year, unless one of the Contracting Parties notifies the other Contracting Party, in writing, its intention to terminate it, six months before its expiry.

#### **ARTICLE 12**

At the date of its expiry, the provisions of the present Agreement will continue to be applied for all contracts concluded during its validity, until their fulfilment.

Done at ..... on..... in duplicate in the Arabic and English languages both texts being equally authentic. In case of discrepancies, the English text shall prevail.

**For the Government of  
the Kingdom of Morocco**

**Signed**

**Mr. Alami Tazi  
Minister of Industry,  
Trade and handicraft**

**For the Government of the  
People's Republic of Bangladesh**

**Signed  
15.9.99**

**Mr. Ahmed Tofail  
Minister of Trade and Industry**

**TRADE AGREEMENT**  
**between**  
**THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH**  
**and THE GOVERNMENT OF THE POLISH PEOPLE’S REPUBLIC**

The Government of the People’s Republic of Bangladesh and the Government of the Polish People’s Republic, led by the desire to establish and develop trade relations between the two countries on the basis of equality and mutual benefit, have agreed to conclude the following Trade Agreement:

**Article 1**

The Contracting Parties accord to each other unconditional most favoured nation treatment in all matters with respect to trade, navigation and the other economic relations.

**Article 2**

The citizens of either Contracting Party are accorded in the territory of the other Contracting Party the most favoured nation treatment with respect to protection and security of their personality and property.

**Article 3**

Either Contracting Party accords to the products originating in or destined for the territory of the other Contracting party the most favoured nation treatment unconditionally in all matters with respect to issuing import and export licenses, customs duties and charges of any kind imposed on or in connection with importation or exportation and in respect of the methods of levying such duties or charges in respect to the rules, formalities and charges connected with the clearance of goods through customs, as well as in respect to all internal taxes or other internal charges of any kind imposed on or in connection with imported and exported products.

**Article 4**

The provisions of Article 1, 2 and 3 shall not be applied in the cases of special advantages accorded or to be accorded by one of the Contracting Parties:

1. to neighbouring countries in order to facilitate frontier trade and traffic;
2. to other countries with which one of the Contracting Parties participates or shall participate in a custom union, free-trade zone or duty-free trade zone or any other special trade arrangements.

**Article 5**

Observing the regulations for provisional imports and exports of either Contracting Party, the following articles shall be free from duties, fees, taxes and other such payments when being imported or exported provided these are not sold or let out on hire;

- a. Samples of goods,
- b. Articles intended for tests, examinations, experiments,
- c. Articles intended to be displayed at fairs, exhibitions and contests;



- d. Tools and appliances to be used by assemblers in assembling and installing equipment,
- e. Marked containers, packing or wrapping of the exported goods, or the imported ones when they are send back,
- f. All other kinds of goods and articles upon mutual consent of the Contracting Parties.

#### **Article 6**

Exchange of goods between the Contracting Parties is conducted on the basis of contracts concluded between competent physical and juridical persons of the two Contracting Parties, being entitled to foreign trade activities in accordance with laws and regulations in the respective countries.

#### **Article 7**

The vessels of either Contracting Party, their crews, passengers and cargo shall be admitted in the territorial water and in the ports of the other country and they will be accorded the most favoured nation treatment in all matters related to entry, sojourn and leaving the ports, using the letter for loading-unloading operations, embarking and disembarking of passengers, performing all commercial operations, supply with fuel, fresh water and provisions, also for using all facilities intended for maritime commercial navigation.

#### **Article 8**

All payments between the two Parties, unless otherwise agreed upon, shall be effected in convertible currency in compliance with the foreign exchange laws, rules and regulations which are or may come into force in the country of either of the Contracting Parties.

#### **Article 9**

The Contracting Parties shall consult each other upon the request of one of them concerning the necessary measures for expansion of mutual co-operation, trade relations, also settling questions related to the implementation of this Agreement.

For the implementation of this Trade Agreement the Contracting Parties will conclude barter agreements, protocols and other arrangements aiming at facilitating and expansion of exchange of goods and other economic relations between the two countries.

#### **Article 10**

The provisions of this Agreement shall be applied also after the expiry of its validity term as regards to all commercial transactions which had been concluded but were not entirely implemented before the expiration of the validity of the Agreement.

#### **Article 11**

The two Contracting Parties shall enforce the arbitration awards on the disputes related to trade contracts, concluded between the physical and legal persons mentioned in Article 6 of this Agreement, provided that the settlement of such disputes by arbitration has been stipulated in the contracts themselves or in separate arrangements executed in due form. Arbitration awards shall be enforced in accordance with the laws of the Contracting Party in which the enforcement in the awards is sought.

## **Article 12**

The provisions of the present Agreement shall not limit the right of either Contracting Party to adopt or execute measures relating to the protection of;

- a. its security, and
- b. public health or the prevention of diseases and pests in animals and plants.

## **Article 13**

For the purpose of promoting trade between the two countries, the two Contracting Parties shall, on terms and conditions as shall be agreed upon by the competent authorities of both Countries, subject in laws, rules and regulations in force in either country, and within their competence, facilitate each other's participation in trade fairs, to be held in either country and organization of commercial exhibitions by one of the Contracting Parties in the territory of the other.

## **Article 14**

Each Contracting Party may, on the basis of reciprocity, establish in the capital of the other Contracting Party its Trade Representation or Commercial Section of the Embassy of the respective country.

The legal status of such Representation or Commercial Section of the Embassy is determined as follows:

The Trade Representative and his deputies shall enjoy all the immunities and privileges accorded by the Vienna Convention of 1961 to members of a diplomatic mission.

The office and residential premises of the Trade Representation or Commercial Section of the Embassy shall enjoy the immunities and privileges accorded by the Vienna Convention of 1961 to the office and residential premises of a diplomatic mission.

## **Article 15**

The Agreement shall come into force on the day of its signature and shall remain effective till 31<sup>st</sup> December, 1974.

After the expiry of the above period the Agreement remains automatically in force for a further period of one year each until one of the Contracting Parties states in writing its intention to terminate the Agreement at least 90 days prior to the expiry of each period.

Done in Warsaw on 21<sup>st</sup> day of June, 1972 in two original copies in English, both texts being equally authentic.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

Signed

M.R. Siddiqi  
Minister for Trade and Commerce

FOR THE GOVERNMENT OF THE  
POLISH PEOPLE'S REPUBLIC

Signed

Tadeusz Olechowski  
Minister of the Foreign Trade

AGREEMENT ON TRADE BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT OF ROMANIA

The Government of the People's Republic of Bangladesh and the Government of Romania (hereinafter referred to as the "Contracting Parties"),

Desiring to create favourable conditions for the promotion and intensification of the trade exchanges between the two countries, on the basis of equality and mutual advantage,

Starting from the principles and mechanism of the market economy and liberalization of trade and being convinced that these will allow an expansion and diversification of trade exchanges between legal and natural persons authorized to perform foreign trade activities in accordance with their national legislation in the two countries ,

Taking into account, in the bilateral trade relations, the principles under the Agreement establishing the World Trade Organization to which both countries are Contracting Parties,

Convinced that a new Agreement will set favourable premises and an appropriate framework for the acceleration of the development and expansion of trade exchanges between legal and natural persons authorized in their countries,

Have agreed as follows:

**Article 1**

The Contracting Parties reaffirm their decision to expand the bilateral commercial relations in keeping with the stipulations of this Agreement, with their objectives of economic development and with the laws and provisions in force in their countries. To this end, they shall take the necessary steps and shall use all the means in their power to encourage, facilitate and expand on a long term basis and at the highest possible level exchanges of goods and services, as well as the economic cooperation between the legal and natural persons authorized in the two countries.

- (1) To facilitate the exchanges of goods and services, the Contracting Parties are granting each other the most favored nation treatment
- (2) The most favored nation treatment, mentioned at paragraph (I) of this Article, does not refer to the concessions, advantages or exceptions which either of the Contracting Parties is or may be granting to:
  - a) neighboring countries in order to facilitate border trade;
  - b) countries who participate, together with one of the Contracting Parties, in a customs union, a free or preferential trade area, or a regional economic organization, existing at present or which may be set up and in which the other party does not participate;
  - c) the import of goods by virtue of aid programs granted by third institutions and the international organizations to one or to the other countries.

## **Article 2**

The Contracting Parties shall act for a better use and knowledge by the legal and natural persons authorized of the stipulations of the Global System for Trade Preferences between developing countries, concluded on April 13, 1988 in Belgrade, as well as the provisions of the "Protocol of the 16".

## **Article 3**

For the implementation of the exchanges of goods and services under the present Agreement, the Contracting Parties shall encourage and facilitate the concluding of commercial contracts and other specific understandings between the legal and natural persons authorized in their countries, including on long terms basis, directly in accordance with international rules and regulations concerning prices, quality, terms of delivery and payment conditions.

## **Article 4**

The prices for the goods and services delivered under this Agreement shall be established through negotiations between the Contracting Parties on the basis of the prices in hard currency practiced on the world market for similar goods or services, under international competitive conditions.

## **Article 5**

Payments for the commercial transactions with goods and services concluded between legal and natural persons authorized in the two countries shall be effected in freely convertible currency designated by the International Monetary Fund as such, in keeping with the laws and regulations in force at the moment of effecting payment in each of the two countries.

## **Article 6**

Having in view the importance of both the financing and the granting of credits for the development of bilateral trade exchanges, the Contracting Parties shall make efforts for such financing and credits to be granted under mutual advantageous conditions.

## **Article 7**

The Contracting Parties, in keeping with their internal laws and regulations and the provisions of the international agreements to which they are party, shall exempt from customs duty the import of the following categories of goods:

- a) samples without commercial value, publicity, advertising and documentation materials;
- b) goods which have been repaired abroad or goods which are replacing the ones that do not have the required quality and were returned by the foreign partner during the period of guarantee;

- c) assistance and donations of social, humanitarian, cultural, sports and didactic character.

The goods and products mentioned under letters a and c must be sent without payment obligations, should not be commercialised subsequently, should not be utilized for production for third parties to bring income and should be included in the patrimony and in the books of the importing legal and natural persons authorized. They will be used only for the purposes they have been imported for. In the case they are used for other purpose or sold on the market of the importing country, the customs regulations in force in the respective country, the payment of customs duty included, shall be applied.

### **Article 8**

The Contracting Parties shall take the necessary steps in keeping with their legislation and with the stipulations of the international agreements to which they are a party, so as to protect, on their territories, the goods originating in the other country from any form of unfair competition in the commercial transactions.

The Contracting Parties agree to ensure the proper protections and the observance of legislation in relation with trade marks, copy rights, trade secrets and assembling charts for integrated circuits which are the ownership of the partners in the other country, in keeping with specific legislation in force in each country and with the observance of their obligations under the international agreements referring to intellectual property and industrial property of trade marks.

### **Article 9**

The Contracting Parties shall encourage and facilitate contacts between the natural and legal persons of their two countries, inter alia, through exchanges of visits of delegations and businessmen, participation in fairs and exhibitions and sharing of information.

They shall encourage the opening of branch offices of the Foreign Trade Organisations, companies, firms, bank etc. in the territories of their countries in accordance with their laws and regulations.

### **Article 10**

Each contracting Party shall grant, in keeping with its laws and regulations and the international agreements in which it participates, all the usual and nondiscriminating treatment facilities in the transiting, on its territory, of goods originating in the territory of the other country and meant for that country.

### **Article 11**

The stipulations of this Agreement shall not be interpreted as preventing the adopting and implementing by each Contracting Party of the necessary steps for:

- a) protecting public morality;
- b) applying the laws and regulations regarding national security;
- c) protecting the life and health of people, animals and plants;
- d) protecting the national patrimony with artistic, historical and archeological values.

#### **Article 12**

The Contracting Parties affirm their interest regarding the amicable settlement of the possible disputes arising from commercial transactions concluded between relevant legal and natural persons authorized in the two countries under this Agreement.

Should an amicable settlement fail to be reached, the Parties to the dispute could resort to arbitration. Such way of settlement could be stipulated in the contracts or in separate understandings, to be concluded between relevant legal and natural persons of the two countries.

#### **Article 13**

The Contracting Parties acknowledge the increasing economic importance of the services sector and agree to consult each other in questions related the promotion and development of transactions in this sector between relevant legal and natural persons authorized by the two countries and in specific matters of mutual interest regarding individual areas in respective fields.

#### **Article 14**

The provisions of this Agreement do not and shall not affect other bilateral understandings existing or to be concluded, as well as the rights and obligations of the Contracting Parties to which they are a party.

#### **Article 15**

The Contracting Parties in keeping with their policies and objectives shall collaborate bilateral and multilateral in the settlement of trade matters of mutual interest.

The Contracting Parties agree to consult each other promptly through adequate channels, at the request of any of them, on matters regarding the interpretation and application of this Agreement or on other aspects arising further to the application of this Agreement.

#### **Article 16**

For the implementations of the provisions of this Agreement and of other matters connected with the application of it, the Government of the People's Republic of Bangladesh designates the Ministry of Commerce and the Government of Romania designates the Ministry of Industry and Commerce.

Each Contracting Party has the right to designate, in writing at any time, any other corresponding institution, organization or ministry, in place of that designated as per previous paragraph, notifying this to the other Contracting Party.

### **Article 17**

This Agreement shall come into force on the date of the last notification by which the Contracting Parties mutually inform each other that legal regulations in their countries regarding the entering into force of international understandings have been completed. It will be valid for a period of 5 years after which it could be extended automatically for successive periods of 2 years, unless one of the Contracting Parties notifies in writing the other Contracting Party, 90 days prior to the expire of each period of validity, its intention to terminate the Agreement.

This Agreement may be modified or amended by mutual consent, upon the request of any of the Contracting Parties.

Any change, amendment or termination of this Agreement shall in no way affect the rights or obligations of legal and natural persons authorized in the two countries deriving from the contracts previously concluded under it and which have not been fully implemented by the date of change, amendment or termination.

### **Article 18**

Upon entering into force of this Agreement the validity of the General Trade Agreement concluded between Governments of the two countries in Bucharest on October 5, 1978 will be terminated. But on the termination of the General Trade Agreement 1978 however, if there still remain unfulfilled contracts, which have been concluded during the validity of the Agreement of 1978, as well as payments remaining to be effected those will continue to be performed under the same terms and conditions as provided for in the Agreement, 1978.

Done in Bucharest on 15<sup>th</sup> September 1997 in two original copies, in English language which shall be authentic text.

**FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH**

Signed

Tofail Ahmed  
Minister of Commerce

**FOR THE GOVERNMENT OF  
ROMANIA**

Signed

Calin Popeseu- Tariceanu  
Minister of Industry and Commerce

**TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL**

The Government of the People's Republic of Bangladesh and the Government of the Republic of Senegal, hereinafter referred to as the Contracting Parties, desirous of establishing commercial relations between their respective countries have agreed to conclude the following Trade Agreement.

**ARTICLE-I**

All advantages, concessions, privileges and immunities accorded by a Contracting Party to a product of origin of, or for exportation to, all other countries, will immediately and without any condition be extended to all similar products of origin of, or for exportation to the other Contracting Party. This article relates to fixation of custom duties and taxes of equivalent effect which are imposed on imports or exports.

The provisions of the present article will not be applied to preferential treatment, advantages, concessions and patterns that each party accords or will accord to neighbouring countries for the border trade or to countries belonging to the Customs Unions, free trade zones, or regional economic groups which have already been created or will be created in future.

**ARTICLE-II**

The commercial exchanges between the parties would have the objective, to the extent possible, of balancing the imports and the exports.

**ARTICLE-III**

The exchange of commodities between the Contracting Parties will be in accordance with the attached schedules to the present Agreement "B" and "S", which are not restrictive or limitative but subject to the import and export regulations of each Contracting Party.

**ARTICLE-IV**

With a view to increasing the commercial exchanges between the two countries fairs and commercial exhibitions would be organized by each of the Contracting Party on the territory of the other Contracting Party.

The Contracting Parties would mutually accord within the framework of their laws and respective regulations the exemption of customs regulations for the commodities which are temporarily imported from their country and which are brought for above mentioned fair and commercial exhibitions.

**ARTICLE-V**

Payments between the Contracting Parties shall be made in convertible currency.

**ARTICLE-VI**

In order to facilitate the commercial exchanges, each of the Contracting Parties will undertake to furnish at the request of the other, all useful information, concerning the issue of import and export licenses as well as the possibilities of providing and buying the goods of origin of each country and specially those which are enumerated in the enclosed lists "B" and "S".



## ARTICLE-VII

With a view to obtaining good results of the present Agreement, a Joint Commission is envisaged to be formed between the two countries.

The Joint Commission which will meet alternatively in the capital of one and the other state, at least once in a year at the request of one of the Contracting Parties, will be composed of the representatives of their Governments.

The Commission would propose all measures necessary to encourage the development of commercial exchanges between the two countries, specially those which relate to the difficulties which may arise in their commercial relations. It would specially supplement the attached list "B" and "S" of the present Agreement.

The conclusions and recommendations of the Joint Commission would be submitted for the approval of their Governments.

## ARTICLE-VIII

The present Agreement is concluded for a period of one year and will be renewed by tacit consent from year to year unless one or the other Contracting Party gives notice, in writing, three months before the date of its termination.

The Present Agreement shall be submitted for approval of the competent authorities of each Contracting Party, in accordance with their respective constitutional regulations and shall come into force immediately after the Contracting Parties notify such approval to each other.

## ARTICLE-IX

The terms of this present Agreement will remain in force after its termination, with all the conditions concluded during its duration, for the contracts which have not been executed or partially executed at the time of the termination of this Agreement.

Whereof the plenipotentiaries accredited by the Government of the People's Republic of Bangladesh on one part, and the Government of the People's Republic of Senegal on the other part, have signed the present Agreement and have appended their respective seal.

Done at Daaca on the 27<sup>th</sup> day of May, 1974 (Nineteen Hundred Seventy four) in two copies, in the English and French Language, both of which are authentic.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF  
BANGLADESH

Signed

(KHANDAKER MOSTAQUE AHMED)  
MINISTER FOR COMMERCE AND  
FOREIGN TRADE.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF SENEGAL

Signed

(ASSANE SECK)  
MINISTER DES AFFAIRES  
ETRANGERES

**TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH AND THE GOVERNMENT OF THE  
DEMOCRATIC REPUBLIC OF THE SUDAN**

The Government of the People's Republic of Bangladesh and the Government of the Democratic Republic of the Sudan hereinafter referred to as "the Contracting Parties", being desirous of strengthening the friendship traditionally existing between them, and of promoting close economic and commercial relations between their countries,

have agreed as follows:-

**ARTICLE- I**

The Contracting Parties agree to make all possible efforts to facilitate and develop trade exchange between the two countries in accordance with the stipulations of this Agreement and the Laws, Rules and Regulations in force in both countries.

**ARTICLE-II**

The Contracting Parties, shall, subject to their respective Laws, Rules and Regulations as in force afford necessary facilities for the import/export of commodities mentioned in attached Schedules "A" and "B" forming an integral part of the Agreement, which are indicative and not exhaustive. They shall also provide facilities for import into and export from either country for commodities not specifically mentioned in the attached Schedules "A" and "B".

**ARTICLE-III**

1. The Contracting Parties have agreed to accord to each other the most-favoured-nation treatment, in all matters connected with trade between the two countries.
2. The provision of paragraph-1 above shall not, however, apply to:-
  - a) Special privileges and facilities granted or which may be granted by the Democratic Republic of the Sudan to Arab and African Countries;
  - b) Advantages and privileges which either Party accords or will accord to the bordering countries in order to facilitate frontier trade;
  - c) Advantages and privileges resulting from any customs union, payments union, clearing union or free trade zone or regional arrangements of which either party is or may become a member;
  - d) Advantages accorded by virtue of multilateral economic agreement designed to liberalise international commerce;
  - e) Preference accorded by either Party to the goods and commodities which are imported under aid programmes extended to either Party by any foreign government, its associations or the United Nations or its specialised Agencies;
  - f) Prohibitions or restrictions imposed for the protection of public health or preservation of public morals or for the protection of plants or animals against disease, degeneration or extinction.

#### **ARTICLE - IV**

The Sudanese and Bangladeshi commodities delivered in the fulfilment of this Agreement shall not under any circumstances, be re-exported to a third country without prior approval of the competent authorities of the two countries.

#### **ARTICLE - V**

The prices of goods and commodities exchanged within the framework of this Agreement shall be established on the basis of world market prices.

#### **ARTICLE-VI**

In order to facilitate the implementation of this Agreement, the Contracting Parties agree to set up a Joint Committee which would meet at least once a year alternately in Khartoum and Dacca or at the request of either of the Contracting Parties to consult each other, in respect of any matter arising from or in connection with the implementation of this Agreement.

#### **ARTICLE-VII**

The Contracting Parties agree to give full consideration to suggestions that may be made from time to time by either party for the expansion and diversification of trade.

#### **ARTICLE-VIII**

The Contracting Parties may conclude commodity exchange protocols and other arrangements for the purpose of achieving the objectives of this Agreement.

#### **ARTICLE-IX**

1. Merchant ships of either Contracting Party entering, staying in or leaving the ports of the other Party shall be accorded most-favoured-nation treatment in respect of all facilities and charges provided under its Laws, Rules and Regulations to the vessels under the flag of any third country.
2. The provisions of the above paragraph shall not apply to any concessions made to ships engaged in the coastal trade of either Party.

#### **ARTICLE-X**

Payments for goods and services exchanged between the two countries shall be made in freely convertible currencies subject to foreign exchange regulations of both the countries.

#### **ARTICLE-XI**

The Contracting Parties agree to accord, subject to their respective Laws, Rules and Regulations, facilities for the holding of trade fairs and exhibitions and visits of trade delegations and businessmen.

## **ARTICLE-XII**

The provisions of this Agreement shall continue to be applied even after its termination to govern contracts concluded within its framework and during its validity.

## **ARTICLE-XIII**

1. This Agreement is subject to approval by the competent authorities in both countries according to the procedure in force in each of the two countries and shall enter into force 15 days after the exchange of the instruments of ratification.
2. It shall be valid for a period of one year and unless previously terminated by three months' notice given in writing by either Contracting Party before its expiry, the validity of this Agreement shall automatically be extended for successive periods of one year terminable as hereinbefore mentioned.

Done at Dacca on the 29<sup>th</sup> July 1976 in two original copies in the English language both being equally authentic.

FOR THE GOVERNMENT OF THE PEOPLE'S  
REPUBLIC OF BANGLADESH

Signed

(CHAUDHURY A.K.M. AMINUL HAQUE)  
JOINT SECRETARY  
MINISTRY OF COMMERCE

FOR THE GOVERNMENT OF THE  
DEMOCRATIC REPUBLIC OF THE SUDAN

Signed

(MOHI-ELDIN MAHGOUB SULIMAN)  
DIRECTOR OF TRADE DEPARTMENT  
MINISTRY OF COMMERCE AND SUPPLY

## **SCHEDULE “A”**

### **LIST OF EXPORTABLE ITEMS FROM BANGLADSH TO SUDAN**

1. Raw jute, jute manufactures and jute carpets
2. Tea
3. Newsprint
4. Writing, printing and other varieties of paper and cellophane
5. Rayon yarn
6. Specialised Textiles and silk fabrics
7. Drugs, medicines and chemicals
8. Lathe machines, drilling machine and machine tools
9. Ceiling fans
10. Telecommunication cables
11. Electric motors
12. Electric wires and cable
13. Tube light
14. G.I. Pipes and M.S. Pipes
15. Tents and Tarpaulins
16. Spices
17. Handicrafts and Handloom products
18. Miscellaneous

## **SCHEDULE “B”**

### **LIST OF EXPORTABLE ITEMS FROM SUDAN TO BANGLADSH**

1. Raw cotton
2. Cotton yarn (higher counts)
3. Gum Arabic
4. Pulses
5. Dates
6. Tanning substance
7. Fruit juice
8. Steel scarp
9. Accumulators and batteries including dry cells
10. Handicrafts
11. Miscellaneous

TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AND  
THE GOVERNMENT OF THE REPUBLIC OF TURKEY

The Government of the People's Republic of Bangladesh and the Government of the Republic of Turkey, being desirous of developing, expanding and strengthening the economic and trade relations between the two countries have agreed as follows:

ARTICLE I

With regard to commodities mentioned in schedules "A" and "B" attached to this Agreement, the two Governments shall facilitate import and export to each other's territories in accordance with their respective laws, rules and regulations. The above mentioned schedules are duly indicative and not exhaustive. The import and export of goods not included in scheduled "A" and "B" will also be permitted in accordance with laws, rules and regulations in force in each country.

ARTICLE II

In accordance with the laws, rules and regulations of the respective countries, goods exported by one country to the other shall, when entering the country of the other, be accompanied by a certificate of origin issued by the competent authorities of the exporting country.

ARTICLE III

Payments for goods and services exchanged between the two countries shall be made in convertible currencies accepted by the respective Central Bank and subject to foreign exchange laws, rules and regulations of the country concerned.

ARTICLE IV

The two Governments agreed to accord each other, subject to their respective laws, rules and regulations, facilities for participating in International Trade Fairs and exhibitions held in their territories and to encourage visits of businessmen and trade delegations to each other's country.

ARTICLE V

For the purpose of promoting the aims of this Agreement Joint Committee to be designated by the respective Government shall be established.

The Committee thus established shall meet upon the request of either party alternately in Bangladesh and Turkey at a mutually agreed date.

The Committee shall:

- (a) review and keep under consideration the implementation of the provisions of this Agreement,
- (b) examine measures for solving problems which may arise in the course of the implementation of this Agreement,
- (c) examine measures for expansion and diversification of trade between the two countries and consider proposals made by either party for modifications of schedules "A" and "B", annexed to this Agreement.

## ARTICLE VI

This Agreement shall come into force on the dates of the exchange of Notes between the two Governments stating that the necessary internal legal requirements for confirmation of its approval by each Government have been complied with.

The Present Agreement shall remain in force for a period of one year and shall thereafter be automatically renewed for further similar periods, unless a written notice of termination is given by either Contracting Party three months prior to the expiry of the Agreement.

Done in Ankara on the date of July 27<sup>th</sup>, 1976 in two originals in English language, both texts being equally authentic.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

Signed

FOR THE GOVERNMENT OF  
THE REPUBLIC OF TURKEY

Signed

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### GOODS TO BE EXPORTED FROM BANGLADESH TO TURKEY

1. Raw Jute
2. Jute manufactures
3. Newsprint
4. Writing and printing paper
5. Hides and skins
6. Spices
7. Herbs and crude drugs
8. Cellophane paper
9. Chemicals
10. Electrical goods
11. Engineering goods
12. Feature films
13. Pharmaceuticals
14. Rayon yarn
15. Ropes and cords

### GOODS TO BE EXPORTED FROM TURKEY TO BANGLADESH

1. Tobacco
2. Raisins and other dried fruits
3. Cotton
4. Vallonia and vallonia extracts (For leather industry)
5. Cotton yarns
6. Hand tools
7. Paints and varnishes
8. Chemicals
9. Medicines
10. Glass and glassware
11. Pipes and fittings
12. Electrical appliances
13. Pumps and motor pumps for liquids
14. Electric motors (not exceeding 60 HP)
15. Agricultural machinery and spare parts
16. Tea machinery
17. Sanitary wares
18. Electricity meters
19. Textile machinery and spare parts.

*AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
ON A TRADE AND INVESTMENT COOPERATION FORUM*

**The Government of the United States of America and the Government of the People's Republic of Bangladesh** (individually a "Party" and collectively the "Parties"):

*Desiring* to enhance the bonds of friendship and spirit of cooperation, to expand trade, and to strengthen economic relations between the Parties;

*Recognizing* the importance of fostering an open and predictable environment for trade and investment;

*Recognizing* the benefits the Parties can derive from increased trade and investment, and that trade-distorting investment measures and investment-constraining and protectionist trade measures can reduce these benefits;

*Recognizing* that both Parties are signatories to the United Nations Convention Against Corruption, and the importance of promoting transparency and adhering to the Convention, particularly in matters related to trade and investment;

*Recognizing* the essential role of private investment, both domestic and foreign, in furthering growth, creating jobs, expanding trade, improving technology, and enhancing economic development;

*Recognizing* the increased importance of trade in services between their economies;

*Taking* into account the desirability of reducing non-tariff trade barriers in order to facilitate increased trade among the Parties;

*Recognizing* the importance of providing adequate and effective protection and enforcement of intellectual property rights and adherence to intellectual property rights norms in accordance with the World Trade Organization Agreement on Trade-Related Aspects of Intellectual Property Rights, the Berne Convention on the Protection of Literary and Artistic Works, and any other intellectual property rights-related international agreements as applicable to Parties;

*Recognizing* the importance of improving the observance and promotion of workers' right to both countries' economic welfare; respecting, promoting and realizing in each Party's laws and practices the fundamental labor rights enumerated in the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-Up (1998); and ensuring the effective enforcement by the Parties of their respective labor laws;

*Recognizing* the importance of protecting and preserving the environment in accordance with each Party's environmental laws, and desiring to ensure that trade and environmental policies are mutually supportive in the furtherance of sustainable development;

*Desiring* to encourage and facilitate contacts between enterprises and other trade and investment related groups in each other's territories;



*Acknowledging* the desirability of resolving trade and investment matters between them as expeditiously as possible;

*Desiring* to reinforce the rule-based multilateral trading system embodied by the World Trade Organization (“WTO”) by entering into mutually advantageous arrangements, in keeping with the WTO Agreement;

*Nothing* that the Parties are Members of the WTO and affirming that this Agreement is without prejudice to the rights and obligations of the Parties under the agreements, understandings, and other instruments related to or concluded under the auspices of the WTO;

*Nothing* the Treaty Between the United States of America and the People’s Republic of Bangladesh Concerning the Reciprocal Encouragement and Protection of Investment (“Bilateral Investment Treaty”), signed on March 12, 1986, between the Parties and affirming that this Agreement is without prejudice to the rights and obligations of the Parties under the Bilateral Investment Treaty;

*Seeking* to create a mechanism for further dialogue on initiatives for expanding their trade and investment through enhanced cooperation and more comprehensive agreements,

HAVE AGREED as follows:

## **ARTICLE ONE**

The Parties affirm their desire to promote an attractive investment climate in both the countries and to expand and diversify trade in products and services between the Parties.

## **ARTICLE TWO**

1. The Parties hereby establish a United States-Bangladesh Forum on Trade and Investment (the “Forum”) comprising representative of each Party. The Bangladesh side shall be chaired by the Ministry of Commerce; and the United States’ side shall be chaired by the Office of the United States Trade Representative. Both Parties may be assisted by officials of other government entities as circumstances require.

2. The Forum shall meet at such times, in such places, and through such means as the Parties may agree. The Parties shall endeavor to meet no less than once a year.

## **ARTICLE THREE**

The Forum shall:

1. monitor trade and investment relations between the Parties and identify opportunities for expanding trade and investment;
2. consider specific trade and investment matters of interest to the Parties;
3. identify and work to remove impediments to trade and investment between the Parties; and
4. seek the advice of the private sector and civil society, where appropriate, on matters related to the Forum’s work.

## **ARTICLE FOUR**

Either Party may refer a specific trade or investment matter to the Forum by delivering a written request to the other Party that includes a description of the matter concerned. The Forum shall take up the matter promptly after the request is delivered unless the requesting Party agrees to postpone discussion of the matter. Each Party shall endeavor to provide an opportunity for the Forum to consider a matter before taking actions that could adversely affect trade or investment interests of the other Party.

## **ARTICLE FIVE**

This Agreement shall be without prejudice to the law of either Party or to the rights and obligations and privileges of either Party under any other agreement.

## **ARTICLE SIX**

This Agreement shall enter into force on the date that the Parties notify each other by exchange of letters that they have completed the internal procedures necessary to implement the Agreement. If the Parties do not notify each other on the same date, the Agreement shall enter into force on the date the later notification is made.

## **ARTICLE SEVEN**

Either Party may terminate this Agreement by providing written notice of termination to the other Party. The termination shall take effect on a date the Parties agree or, if the Parties cannot agree, 180 days after the date of notification.

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

DONE at Washington, D.C., this 25<sup>th</sup> day of November 2013, in the English and Bangla languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

Signed

Wendy Cutler  
Acting Deputy United States Trade  
Representative

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF  
BANGLADESH:

Signed

Mahbub Ahmed  
Secretary, Ministry of Commerce

TRADE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT OF THE REPUBLIC OF UGANDA

The Government of the People's Republic of Bangladesh and the Government of the Republic of Uganda hereinafter referred to as Contracting Parties being desirous of strengthening the friendship traditionally existing between them, and of promoting close economic and commercial relations between their countries, have agreed as follows :

ARTICLE I

The Contracting Parties, shall, within the framework of their laws and regulations as in force from time to time, accord necessary facilities for the import/export of commodities mentioned in the attached Schedules "A" and "B" which are indicative and not exhaustive.

ARTICLE II

1) Each Party shall accord to the commerce of the other party the most-favoured-nation treatment, in particular with respect to:

- a) taxes, custom-duties and charges of any kind imposed on or in connection with importation and exportation, or imposed on the international transfer of payments for imports and exports;
- b) the method of levying such duties and charges;
- c) all rules and formalities in connection with importation and exportation;
- d) the application of internal taxes or other internal charges of any kind imposed on or in connection with imported or exported goods ;
- e) all laws, regulations and requirements affecting internal sale, offering for sale, purchase, distribution, utilization or use of imported goods within the territory of each country;

2) The provision of Paragraph I above shall not, however, apply to any:

- a) advantages and privileges which either party accords or will accord to the bordering countries in order to facilitate frontier trade;
- b) advantages and privileges resulting from any customs union or free trade zone or regional arrangements of which either party is or may become a member;
- c) advantages accorded by virtue of multilateral economic agreement designed to liberalise international commerce;
- d) prohibitions or restrictions imposed for the protection of public health or preservation of public morals or for the protection of plants or animals against disease, degeneration or extinction.

ARTICLE III

The contracting Parties agree that the exchange of commodities and goods under this Agreement will be subject to prices and quality being satisfactory.

#### ARTICLE IV

In order to facilitate the implementation of the Agreement, the Contracting Parties agree to consult each other in respect of any matter arising from or in connection with the supply of goods or commodities between the two countries.

#### ARTICLE V

The Contracting Parties may conclude commodity exchange protocols and other arrangements for the purpose of achieving the objectives of this Agreement.

#### ARTICLE VI

Each contracting Party shall grant merchant vessels of the other party while entering, putting off and lying at its ports most-favoured-nation treatment accorded by the respective laws, rules and regulations to the vessels under the flag of any third country. This article shall not apply to any concessions made to ships engaged in the coastal trade of either party.

#### ARTICLE VII

Payments for goods and services exchanged between the two countries shall be made in convertible currency subject to foreign exchange control regulation of the country concerned.

#### ARTICLE VIII

The Contracting Parties agree to accord, subject to their respective laws and regulations, facilities for the holding of trade fairs and exhibitions and for visits of businessmen and trade delegations.

#### ARTICLE IX

This Agreement shall come into force provisionally from the date of signature and finally on ratification by the Governments of the two countries, and shall remain in force for a period of one year, and shall be renewed automatically for a period of another year unless terminated by one of the Contracting Parties giving at least 3 months' notice to that effect before the date of expiry of the Agreement.

DONE at Dacca on the 16<sup>th</sup> October, 1974 in two original copies in the English language, both of which are authentic.

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

Signed

(KHANDAKER MOSHTAQUE AHMED)  
MINISTER FOR COMMERCE AND  
FOREIGN TRADE

FOR THE GOVERNMENT OF THE  
REPUBLIC OF UGANDA

Signed

(E.L. ATHTYO)  
MINISTER OF COMMERCE AND  
INDUSTRY

## SCHEDULE “A”

### LIST OF EXPORTABLE ITEMS FROM BANGLADESH TO UGANDA

1. Raw Jute
2. Jute manufactures
3. Newsprint
4. Rayon yarn
5. Cellophane
6. Hard Board
7. Particle Board
8. Frozen shrimps
9. Drugs and Medicines
10. Crushed Bones
11. Chemicals and Pharmaceuticals
12. Tanned and semi-tanned leather
13. Raw silk
14. Specialised Textiles
15. Tamarind
16. Handicrafts and Handloom products
17. G.I. Pipes and M.S. Pipes (1/2" to 3" dia)
18. Welding Electrodes
19. Tube Light (2'to 4' long)
20. Lathe Machine (4' to 8' bed )
21. Drilling Machine and different machine tools
22. Supper Enamel copper wires (Round Section)
23. Cosmetics
24. Shaving Cream
25. Agar Attar Dust and Atar Bati
26. Hena leaves and powder

## SCHEDULE “B”

### UGANDA’S EXPORTABLE PRODUCTS TO BANGLADESH

1. Cotton
2. Tobacco
3. Coffee
4. Cocca
5. Oil seeds
6. Beans
7. Maize
8. Meat and meat products
9. Hides and Skins, game products
10. Ivory
11. Animal Feeding stuff
12. Fertilisers
13. Starch
14. Jam
15. Fruit Juices
16. Sugar
17. Cotton textiles and garments
18. Cotton yarn
19. Fishnets
20. Umbrellas
21. Timber and Furniture
22. Insecticides
23. Asbestos, Cement and products
24. Minerals
25. Electrical cables

AGREEMENT  
BETWEEN THE GOVERNMENT OF UKRAINE AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
ON TRADE AND ECONOMIC COOPERATION

The Government of Ukraine and the Government of People's Republic of Bangladesh hereinafter referred to as "The Contracting Parties"

Wishing to further strengthen trade and economic relations between the two countries on the principles of equality and mutual benefit,

realizing that the development of bilateral economic cooperation will further improve the prosperity of the peoples of both countries,

desiring to create a basis for economic cooperation between the two countries;

agreed on following:

ARTICLE-1

The Contracting Parties, in accordance with their national laws and regulations, shall promote trade and economic cooperation between the two countries on a long-term and stable basis.

ARTICLE-2

The Contracting Parties shall accord each other the most favoured nation-treatment regarding:

- custom duties and charges applied to imports and exports, including the procedure of charging such duties and charges;
- conditions relating to transit, warehousing, transshipment, and procedures of custom control and legalization ; and
- means and rules of payment and sale, purchase, transportation, distribution and use of goods on the domestic market.

Each Contracting Party shall accord to product originating in or exported to the territory of the other Contracting Party, non-discriminatory treatment regarding the application of quantitative restrictions and the granting of licenses.

ARTICLE-3

The provision of Article-2 shall not apply to advantages arising from the creation of a customs union or a free-trade area, or advantages granted with the aim of facilitate frontier or coastal trade.

ARTICLE-4

Each Contracting party shall guarantee to the merchant ships and their crew the treatment not less favoured than the accorded to merchant ships and their crew of each Contracting Party, in the areas of free entrance to ports, use of ports for shipment and

discharging of the cargo, boarding and disembarkation of passengers, realization of ordinary commercial transactions, enjoyment of all facilities for sailing, as well as concerning payment of all harbor duties and fees.

#### ARTICLE-5

The Contracting Parties shall encourage and facilitate contacts between their natural and legal persons, inter alia, through exchange of visits of delegations and businessmen, organizing the fairs and exhibitions and sharing information.

The Contracting Parties shall encourage the opening of branch offices of the foreign trade organizations, companies, firms, banks and other commercial institutions in each other's territory, in accordance with their national laws and regulations.

#### ARTICLE-6

Import and export of goods and services shall take place on the basis of the contracts to be concluded between the natural and legal persons in accordance with the laws and regulations of the Contracting Parties and international trade practices. Neither of the Contracting Parties shall be responsible for liabilities of natural and legal persons arising from such commercial transactions.

#### ARTICLE-7

Natural and legal persons of either country shall also be free to import or export goods and services to/from each other territory on the basis of counter-trade, compensation arrangements or any other internationally recognized form of business cooperation, in accordance with the laws and regulations of the Contracting Parties.

#### ARTICLE-8

The Contracting Parties shall encourage investment and technological cooperation between them, inter alia, through establishment of joint ventures on their territories, for their domestic markets as well as the markets of third countries.

#### ARTICLE-9

The Contracting Parties shall hold consultations at the request of either contracting Party, in order to facilitate smooth implementations of this Agreement.

Disputes concerning interpretation and implementation of the Agreement shall be settled through consultations between the Contracting Parties.

#### ARTICLE-10

With the aim to facilitate the development of cooperation, Contracting Parties agree to establish the joint Economic Commission.

The procedures of establishment and functioning of the joint Economic Commission shall be the subject of the additional agreement the Contracting Parties.



## ARTICLE-11

On the mutual consent of the Contracting Parties they can make changes and additions to this Agreement, which would be adjusted by separate protocols and thus comprise integral part of this Agreement.

## ARTICLE-12

This Agreement shall come into force on the date of obtaining the last notification on completion by each Contracting Party of all legal procedures which are necessary for entering into force of this Agreement.

The Agreement shall be valid for 5 years.

The validity of this Agreement shall be automatically extended for further one year period unless either of the Contracting Parties informs the other Party in writing of its decision to cancel the Agreement at least six months prior to its expiry. Upon expiry of this Agreement, its conditions shall continue to apply to all contracts concluded during the period of the validity of the Agreement and not fully executed till the date of expiry of this Agreement.

Done on Moscow day of 15 June, 2007 in two original copies, each in the Ukrainian, Bengali and English language, all texts being equally authentic and in case of divergences in interpretation, the English text shall prevail.

FOR THE GOVERNMENT  
UKRAINE

Signed

FOR THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BANGLADESH

Signed

AGREEMENT BETWEEN  
THE GOVERNMENTS OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
AND THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN  
ON TRADE AND ECONOMIC COOPERATION

The Government of the People's Republic of Bangladesh and the Government of the Republic of Uzbekistan hereinafter referred to as 'Contracting Parties';

desiring to assist the development and strengthening of economic and trade relations between the countries on the basis of equality, mutual benefits and principles of international law,

proceeding from the necessity of creation of the legal basis and favorable conditions for the development of trade relations between economic entities of both the countries, and

aspiring to develop trade relations in accordance with principles of the General Agreement on Trade and Tariffs (GATT) and World Trade Organisation (WTO), have agreed as follows:

ARTICLE 1

The Contracting Parties, in accordance with legislation in force in both the countries, following the principles of equality of rights, mutual benefits and interest, shall adopt measures for development and broadening of direct bilateral trade and economic relations between enterprises, organisations, institutions, companies and associations of both the countries independent of forms of ownership on a long-term and stable basis.

Each Contracting Party shall refrain from actions that may cause economic damage for the other Contracting Party.

ARTICLE 2

For the purpose of creation of mutually beneficial conditions for development of trade and economic cooperation, the Contracting Parties shall accord each other the most-favoured-nation treatment concerning:

- custom duties, taxes and charges imposed on importation and exportation;
- provisions concerning custom formalities, transit, warehouses, transshipment and other similar services;
- taxes and other internal charges, collected directly or indirectly;
- rules concerning sale, purchase, transportation, distribution and utilisation of goods in domestic market;
- issuing of import and export permit.

ARTICLE 3

The most-favoured-nation provisos of Article-2 shall not apply to:

- advantages granted by one of the Contracting Parties to neighbouring countries with purpose of facilitating the frontier trade and transportation;
- the advantages granted to third countries by virtue of present or future participation of one of the Contracting Parties in custom unions, free trade areas, of other forms of trade and economic cooperation; and
- advantages granted due to generalised system of preferences.

#### ARTICLE 4

Economic and trade cooperation between the Contracting Parties shall be exercised by means of conclusion of contracts between economic entities of both countries independent of the form of ownership and forms of business cooperation, with observance of legislation in force in both countries and international trade practice, on agreed prices oriented to world market of goods and services.

While exercising trade and economic cooperation, the Contracting Parties shall aspire to balance commodity turnover.

#### ARTICLE 5

All settlements and payments between the Contracting Parties resulting from trade and economic cooperation shall be made in freely convertible currency, unless the Contracting Parties shall agree on other conditions, in any form stipulated in international banking practice.

#### ARTICLE 6

The Contracting Parties in accordance with the legislation in force in both the countries shall render assistance for establishing joint ventures, subsidiaries of economic entities, banks and other organisations of one Contracting Party in the territory of other Contracting Party. The Contracting Parties recognise the importance of investment, introduction of progressive technologies and proceeding from the principles of economic expediency, strengthening and developing of cooperation of technologically associated industries.

The Contracting Parties on the basis of economic, industrial and technological cooperation shall facilitate the expansion of direct links in the fields of:

- investment;
- agriculture and processing of agricultural products;
- light industry and other branches of industry;
- transport and communication;
- protection of environment;
- development of tourism; and
- exchange of experts.

#### ARTICLE 7

The Contracting Parties shall organise mutual exchange of information on adoption of legislative acts regulating intergovernmental trade and economic relations as well as information on delivery of goods and services.

#### ARTICLE 8

For the implementation of tariff and non-tariff regulations of bilateral trade and economic relations, exchange of statistical information, observance of custom formalities the Contracting Parties agree to use the harmonised system of description and codification of goods of the World Customs Organisation.

## ARTICLE 9

The Contracting Parties agree that order and terms of cargo transportation, transport traffic including transit of cargoes and passengers, and also interaction of transport systems shall be regulated in accordance with international rules of transportation and/or shall be defined by separate agreements between the Contracting Parties.

## ARTICLE 10

The Contracting Parties agree to hold periodical consultation to review the balance of trade position arising out of bilateral trade between the Parties.

## ARTICLE 11

Each Contracting Party, in accordance with its legislation in force and international obligations, shall accord equal legal and judicial protection to rights and interests of economic entities of the other Contracting Party.

## ARTICLE 12

The Contracting Parties shall render assistance in organizing and arranging trade fairs, exhibitions, technical and economic seminars in the territory of the other Contracting Party and shall also facilitate the trips of business delegations and groups.

In accordance with the rules and regulations in force in the respective Countries, the Contracting Parties shall permit import and export of the following products with exemption of customs duties and taxes and other similar charges.

- a) the samples of goods and publicity materials (catalogues, pamphlets, photographs and other) necessary for obtaining orders,
- b) products, goods and materials necessary for exhibition, on condition that such products, goods and materials shall be re-exported after the fair and exhibitions. These products, goods and materials may also be sold during and after the fair and exhibitions with the consent of the concerned Party, and if they are sold, all related customs duties, taxes and other similar charges must be paid in accordance with rules and regulations in respective countries.

## ARTICLE 13

For examination of process of implementation of the present Agreement the Contracting Parties shall establish a Joint Working Commission which shall meet on the request of either Contracting Party alternately in the Republic of Uzbekistan and in the Peoples Republic of Bangladesh under the chairmanship of the receiving Party.

The working order of the Joint Working Commission shall be regulated by separate Protocol.

## ARTICLE 14

If needed, the present Agreement may be changed or amended with mutual consent in writing of the Contracting Parties.

## ARTICLE 15

If any dispute related to the explanations and implementation of the provisions of the present Agreement arises, the Contracting Parties shall settle the dispute through mutual consultation with due regard to the standards of international law.

## ARTICLE 16

The Contracting Parties agree to render assistance in setting up an office for trade representation in each other's country which should directly help to promote bilateral trade and economic relations.

## ARTICLE 17

The present Agreement shall enter into force on the date of exchange of notes after completion of all necessary legal procedures and shall remain in force for five years and shall thereafter be automatically extended for the next period of one year, unless either Contracting Party gives a written notice of termination of this Agreement at least six months to the date of its expiry.

In case of termination of the present Agreement its provision will be applicable for a period not exceeding five years from the date of such termination to all contacts concluded pursuant to the present Agreement and the obligations which arose therefrom during the continuance in force of the said agreement but could not be implemented or fulfilled before the date of such termination.

Done in Dhaka on The Fourteenth day of February, Nineteen Hundred and Ninety Eight A.D. in two original copies each in the Uzbek, Bangla and English Languages, all the texts being equally authentic. In case of divergences of opinion the text in the English language shall prevail.

Signed

(Abdul Aziz Hafizovich Kamilov)  
Minister of Foreign Affairs  
For the Government of the Republic Of  
Uzbekistan

Signed

(Al-haj Abdus Samad Azad, MP)  
Minister for Foreign Affairs  
For the Government of the People's  
Republic of Bangladesh

THE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

PREAMBLE

The Government of the Republic of Zimbabwe and the Government of the People's Republic of Bangladesh (hereinafter, called the 'Contracting Parties').

Recognising that they have a common interest in the establishment and further expansion of trade between their respective friendly countries;

Realising that it is desirable that the establishment and expansion of trade between their respective countries should be pursued with due regard, inter alia, to the needs of their respective countries to accelerate their economic development, to diversify their economies and to obtain improved access to each other's markets on the basis of equality and mutual benefit; and

Desiring to ensure that trade between their respective countries shall be free and uninterrupted as far as possible.

Have agreed as follows:

ARTICLE – I

- (i) The Contracting Parties shall grant each other the most-favored-nation treatment in all matters relating to goods originating in and supplied directly from the territory of the other party.

In particular, the most-favoured-nation treatment shall apply with respect to:

- (a) Customs duties and all other duties and taxes connected with the exportation and importation of goods;
  - (b) regulations and formalities;
  - (c) the issuance of export and import licences; and
  - (d) payment permits.
- (ii) The provision of paragraph (i) of this Article shall however, not apply to advantages, concessions and exemptions which;
- (a) either Contracting Party has granted or may grant to neighboring countries in order to facilitate frontier traffic;
  - (b) either Contracting Party has granted or may grant under a trade agreement or arrangement or to fellow-member-countries of a Customs Union, Free Trade Area, Monetary Zone or economic Community already established or which may be established.

ARTICLE II

Commercial transactions under this Agreement shall be effected on the basis of contracts to be concluded between legal and natural persons of the Republic of Zimbabwe on the one hand and legal and natural persons of the People's Republic of Bangladesh on the other hand.

The legal and natural persons referred to in this Paragraph shall carry out their commercial transactions in their own capacities.

### ARTICLE III

- (i) The Contracting Parties reserve the right to subject the importation of any goods to the submission of Certificates of origin by an organisation authorized in that behalf by the Government of the country of origin.
- (ii) The Contracting Parties agree that the country of origin of goods traded between the two countries shall be established in accordance with the laws and regulations in force in the importing country.

### ARTICLE IV

The goods and commodities exchanged within the framework of this Agreement shall be of acceptable standard and their prices shall be established on the basis of mutual agreement or world market prices where these exist.

### ARTICLE V

Subject to the foreign exchange regulations in force in the respective countries of the Contracting Parties, any payment pertaining to any trade under this agreement shall be made in any freely convertible currency.

### ARTICLE VI

Each Contracting Party shall in conformity with the laws and regulations of its country, exempt from customs duties and other duties the following goods and items when imported or exported:

- (a) articles of no commercial value intended as samples and advertising material which are not for sale ;
- (b) articles intended for exhibitions and fairs provided that they are re-exported;
- (c) Goods temporarily for exported repair and re-exportation and
- (d) tools and machinery imported temporarily for the assembly and installation of equipment.

### ARTICLE VII

With the objectives of promoting trade relations, the Contracting Parties shall encourage and facilitate the holding of permanent and temporary trade fairs and the participation of trading companies and organisations in such fairs in accordance with the laws and regulations in force in both countries.

### ARTICLE VIII

In accordance with the laws and regulations in force in their respective countries, both Contracting Parties shall grant each other freedom of transit for commercial goods through their territories.

## ARTICLE IX

There shall be established a Joint Committee consisting of representatives of each Contracting Party whose function shall be to review this Agreement and discuss other matters of mutual economic interest. The Committee shall meet once a year alternately in Dhaka and Harare.

## ARTICLE X

Subject to their respective Laws and regulations, the Contracting Parties shall take all appropriate measures to promote and facilitate trade between the two countries in all possible ways, in particular with regard to the items listed in schedules A and B annexed to this Agreement, but which will not preclude trade in goods and commodities not mentioned in these schedules.

## ARTICLE XI

Either Contracting Party may by written notice through normal diplomatic channels present to the other party request for modification or revision of this Agreement.

## ARTICLE XII

- (i) This Agreement shall come into force on a date to be fixed by an exchange of notes and shall remain in force for a period of 3 (three) years thereafter.
- (ii) This Agreement shall automatically be extended for additional one yearly periods, unless either of the Contracting Parties notifies the other in writing of the intention to terminate the Agreement six months prior to its expiration.
- (iii) At the termination of this Agreement, its provisions and the provisions of any separate contracts or agreements made in respect thereof shall continue to govern any unexpired and existing obligations assumed or commenced thereunder until they are fully executed.

DONE at Dhaka this 14<sup>th</sup> day of October 1989, in two originals in the English language, both texts being equally authentic.

FOR THE GOVERNMENT  
OF THE REPUBLIC OF  
ZIMBABWE

Signed

Nathan M Shamyarira  
Minister of Foreign Affairs

FOR THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF  
BANGLADESH

Signed

M. A. Sattar  
Minister for Commerce



## SCHEDULE 'A'

### LIST OF EXPORTABLE ITEMS FROM BANGLADESH

1. Raw Jute
2. Jute goods including jute carpets
3. Newsprint and paper products
4. Rayon yarn
5. Cellophane
6. Hardboard, particles board and paper board
7. Fish (excluding tinned)
8. Shrimps (frozen and processed )
9. Drugs and medicines
10. Electrical wires and cables
11. Telephone sets
12. Germents (RMG)
13. Chemicals and pharmaceuticals
14. Raw silk and silk fabrics
15. Specialised textiles
16. Spices
17. Tamarind
18. Handicrafts and handloom products
19. Coir ropes and twine
20. Tube light
21. Lathe machines
22. Drilling machines and different machine tools
23. Super Enamelled copper wires
24. Agar Atar dust Agar Bati
25. Hena leaves and powder
26. Hosiery products
27. Sanitary ware
28. Electric goods including insulators
29. By-cycle and spares
30. Ceramic products (Earthen & China wares)
31. Cutleries

## SCHEDULE 'B'

### LIST OF EXPORTABLE ITEMS FROM ZIMBABWE

1. Steel billet
2. Steel products
3. Coal
4. Coaking Coal
5. Asbestos
6. Cement
7. Zinc - unwrought
8. Fresh Fruits
9. Cotton
10. Precious and semi-precious stones
11. Dairy Products
12. Other items