

TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE CZECH REPUBLIC

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PREAMBLE

The Government of the Republic of the Philippines and the Government of the Czech Republic hereinafter referred to as the Contracting Parties;

Noting with satisfaction the successful development of trade and economic relations; and

Being desirous of further expansion and strengthening of trade and economic relations between the two countries on the basis of equality and mutual benefit,

Have agreed as follows :

ARTICLE I

General Provision

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

ARTICLE II

Most-Favoured-Nation Treatment

The Contracting Parties shall grant each other the most-favoured-nation treatment in accordance with the provisions of the General Agreement on Tariffs and Trade (GATT) relating to:

- 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 imposed on the transfer of payments for imports and exports;
- Rules and formalities connected with customs clearance;
- All internal taxes or other internal charges of any kind on or in connection with imported and exported goods; and
- The issuance of import and export licenses.

ARTICLE III

Exemptions from the Most-Favoured-Nation Treatment

The provisions of Article II, in accordance with the provisions of GATT, shall not apply to:

- Tariff preferences or other advantages which either Party grants or may grant to facilitate border traffic.

- Special preferences or other advantages accorded by either Party resulting from its association in a regional or sub-regional arrangement, customs union or a free trade area or measures leading to the formation of a customs union or a free trade area; and
- Special tariff preferences or other advantages which either Party may grant to developing countries under any trade expansion or economic cooperation scheme of which the other Party is not a member.

ARTICLE IV

Importation and Exportation of Goods

The import and export of goods will be carried out in accordance with this Agreement, the laws and regulations in force in either country, and well-accepted international trade practices and on the basis of contracts to be concluded by natural and juridical persons not contrary to said Agreement, laws, rules and trade practices of the two countries.

ARTICLE V

Payment Arrangements

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

ARTICLE VI

Exchange of Commercial Representations and Participation in Trade Fairs and Missions

In order to develop further trade between the two countries, the contracting countries shall encourage and facilitate the visit of commercial representatives, groups and delegations of either Party to the country of the other and the participation of either country in trade fairs and missions and in arranging exhibitions of either country in the territory of the other country.

The exemptions from customs duties and other similar charges on articles and items intended for trade fairs, missions and exhibitions shall be subject to the laws and regulations from the country where such fairs and exhibitions are held.

ARTICLE VII

Settlement of Dispute

Any dispute relating to commercial transactions concluded in accordance with the present Agreement shall be settled through friendly consultation. Failing this, the parties concerned shall submit their cases to arbitration in accordance with contract provisions. In the absence of an arbitration clause, they shall submit their case to an arbitration body to be mutually agreed upon by the parties concerned.

ARTICLE VIII

No provisions of this Agreement shall be interpreted in accordance with the laws and regulations of either country, in such a manner as to prevent the adoption or enforcement by either Contracting Party of measures:

- necessary to safeguard its balance of payment position;
- necessary to protect public health, morals, order or security;
- necessary to prevent injury to domestic industries or the threat thereof;

- necessary to protect human, animal or plant life against diseases, pollution, threat to life;
- relating to traffic in arms, ammunitions, implements of war, or traffic in other materials carried on directly or indirectly for the purpose of supplying a military. establishment;
- relating to fissionable (nuclear) materials, the sources thereof, or the radioactive by-products thereof except as may be required for medical purposes; and
- to protect national treasures of artistic, historical or archaeologic value.

ARTICLE IX

Establishment of a Consultative Body

The Contracting Parties may establish a Consultative Body composed of representatives of both Parties to implement the provisions of the present Agreement, examine measures for the solution of problems or in disputes that may arise in the course of its implementation, and propose measures for expanding and diversifying trade between the two countries. The Consultative Body shall meet at any time agreed upon by the Contracting Parties.

The establishment of a Consultative Body shall not preclude the right of both countries to consult each other at the request of either of them on all matters of mutual interest, as well as on the necessary measures for the expansion of mutual cooperation and trade relations in view of implementing the present Agreement.

ARTICLE X

Validity of Contracts

The provisions of this Agreement shall apply even after its termination, to contracts entered into during the period of the validity of this Agreement but not fully consummated on the day of termination of this Agreement.

ARTICLE XI

Entry into Force and Validity of Agreement

This Agreement shall come into force on the date of the second Diplomatic Note confirming its approval in accordance with the national laws and procedures in force in either country and will remain valid-for a period of five years.

This Agreement shall remain valid for the period of five years and its validity shall be automatically extended for another year and thereafter, unless either Contracting Party has notified the other in writing about its intention to terminate the present Agreement six months prior to the expiration of the first period of five years or of any following period of one year.

This Agreement may be revised or terminated by the mutual consent of the Contracting Parties. The revision or termination of this Agreement shall not affect the validity of contracts already concluded between the natural and juridical persons of the two countries.

Upon entry into force of this Agreement, the Trade Agreement between the Government of the Republic of the Philippines and The Government of the Czechoslovak Socialist Republic of March 9, 1977, stands terminated in the relations between the Republic of the Philippines and the Czech Republic.

Done and signed in Manila on May 25, 1994 in two original texts in the English language, one for each Contracting Party, both texts being equally authentic.

For the Government of the
Republic of the Philippines

For the Government of
the Czech Republic

(Sgd.)
RIZALINO S. NAVARRO
Secretary

(Sgd.)
VLADIMIR DLOUHY
Minister

Department of Trade and Industry

Minister of Industry and Trade

Entry into Force: November 22, 1978

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