AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF FIJI ON TRADE AND ECONOMIC RELATIONS

THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF FIJI ("the Parties)

DESIRING to further promote and expand mutually beneficial trade and economic relations between their two countries,

HAVING REGARD to their respective rights and obligations under international law, including their mutual rights and obligations as members of the World Trade Organization,

MINDFUL of the differing stages of economic development between Australia and Fiji;

HAVE AGREED as follows:

Article 1.

The Parties shall, subject to the laws and regulations and investment policies in force in their respective countries, take all appropriate measures to facilitate, promote, strengthen and diversify trade, economic relations and investment, with the aim of achieving a mutually beneficial expansion of trade, economic relations and investment.

Article 2.

To advance the objectives of Article 1, the Parties shall, subject to the laws and regulations and investment policies in force in their respective countries, encourage and, where appropriate, facilitate:

(a) the negotiation of commercial contracts between relevant legal and natural persons of their two countries;

(b) the development of economic, industrial and technical cooperation between relevant legal and natural persons of the two countries;

(c) the interchange of commercial and technical representatives, groups and delegations between the two countries;

(d) the holding of, and participation by legal and natural persons of the other Party in, trade fairs, trade exhibitions and other promotional activities which advance trade and economic cooperation in each country;

(e) the participation of small and medium sized enterprises in trade and industrial cooperation;

(f) investment by investors of one Party in the territory of the other Party.

Article 3.

In encouraging and facilitating activities under Article 2, the Parties shall act in accordance with their respective intellectual property rights obligations in applicable international Intellectual Property Agreements including the Agreement on Trade-Related Aspects of Intellectual Property Rights.

Article 4.

1. With respect to the import and export of goods, the Parties shall, subject to their rights and obligations under international law, accord treatment unconditionally to imports and exports of the other Party that is no less favourable than that which they accord to those imports and exports of like goods originating in, or destined for, any other country.

2. With respect to any measure of the kind described in the General Agreement on Trade in Services, the Parties shall, subject to their rights and obligations under international law, accord treatment unconditionally to services and service

suppliers of the other Party that is no less favourable than that which they accord to like services and service suppliers of any other country.

Article 5.

1. Article 4 shall not apply to preferences or advantages accorded by either Party:

(a) under an established preference system or a preference permitted by an agreement or associated legal instrument of the WTO;

(b) regarding goods, in accordance with any agreement or arrangement constituting or leading to the establishment of a free trade area or a customs union; or

(c) regarding services, in accordance with any agreement or arrangement of the kind described in Article V of the General Agreement on Trade in Services.

2. Article 4 shall not prevent a Party from taking discriminatory measures where they are:

(a) necessary for the protection of:

i. public morality, public order, or public security;

ii. the health or life of humans, animals or plants;

iii. national treasures of artistic, historic or archaeological value; or

Iv. intellectual property; or

(b) necessary to secure compliance with laws which:

i. are consistent with rules of the World Trade Organization;

ii. prevent deceptive practices; or

iii. concern customs matters; or

(c) related to:

i. gold or silver;

ii. the products of prison labour; or

iii. the conservation of exhaustible natural resources;

Provided that the measures are not a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade between the Parties.

3. Article 4 shall not prevent a Party:

(a) Effecting a Party's obligations under;

i. the United Nations Charter for the maintenance of international peace and security; or

ii. an international agreement on the avoidance of double taxation.

(b) Taking action:

i. to prevent the transfer of proceeds from illicit activities;

ii. related to defence goods, or trade in:

A. nuclear equipment and materials, or materials from which they are derived;

B. nuclear and ballistic technology or related computer systems;

C. arms, or equipment that is inherently lethal or designed or adapted for military purposes;

D. chemical weapons, related precursor chemicals, pernicious biological agents, and related chemical and biological

technologies; or

E. goods, or the supply of services, carried on directly or indirectly for provisioning a military establishment; or

iii. authorised by the rights and obligations attaching to WTO membership.

Article 6.

1. Payments arising from commercial transactions in trade, or investment, or economic cooperation between legal and natural persons of Australia and Fiji shall be effected in a freely convertible currency, which is classified as such by the

International Monetary Fund, or a mutually acceptable convertible currency subject to the foreign exchange laws and regulations in force in Australia and Fiji at the time when payments are effected.

2. Paragraph 1 does not preclude relevant legal and natural persons of Australia and Fiji entering, by mutual agreement, into other payment arrangements, subject to the laws and regulations in force in each country at the time when the arrangements are made.

Article 7.

1. Where a dispute arises out of a commercial contract the Parties shall encourage, subject to their respective laws, the use of alternative dispute resolution procedures, including negotiation, mediation, conciliation, and international arbitration.

2. The Parties shall endeavour to resolve any dispute relating to the interpretation or implementation of this Agreement without unreasonable delay, by amicable consultations and negotiations.

Article 8.

1. The Parties may hold regular Ministerial meetings to facilitate the implementation of this Agreement.

2. The details of the establishment and operation of the Ministerial Meetings shall be as mutually agreed by the Parties.

3. There shall be regular meetings of government officials or business representatives (or both) to:

(a) discuss the development and enhancement of the bilateral trading relationship;

(b) seek possible solutions to any problems that may arise in the course of developing that relationship;

(c) examine possibilities of increasing and diversifying mutual trade relations between the two countries;

(d) review the implementation of this Agreement;

(e) submit and study appropriate proposals with the aim of recommending to the Parties measures for the dynamic development of trade cooperation;

(f) arrange or facilitate the harmonisation of standards;

(g) discuss any other issues arising out of this Agreement.

4. Specific items for discussion at the meetings referred to in paragraph 3 will be jointly determined in advance of such meetings through an exchange of letters between the two parties.

Article 9.

The responsible bodies for the coordination and execution of this Agreement shall be the Ministry of Foreign Affairs and External Trade, for the Government of Fiji, and the Department of Foreign Affairs and Trade, for the Government of Australia.

Article 10.

1. If this Agreement terminates in accordance with Article 12, its provisions shall continue to apply to unfulfilled obligations under contracts entered into during the period this Agreement is in force, until their fulfilment.

2. Amendments to this Agreement shall in no way affect contracts concluded prior to the amendments entering into force.

Article 11.

1. Amendments to this Agreement shall be made by the mutual agreement in writing of the Parties.

2. Any amendment to this Agreement shall be done by each Government of the Parties notifying the other through diplomatic channels that the internal legal procedures for bringing the amendment into force have been completed. The amendment shall come into force on the date of the last of such notices or whatever

Other date is specified in the notices as the date that the amendment shall come into force.

Article 12.

This Agreement shall enter into force on the date on which the two Parties have informed each other that their internal legal procedures for bringing this Agreement into force have been completed. It shall remain in force for an initial period of five years. Thereafter, it shall remain in force until the first anniversary of the date on which either Party receives from the other written notice of its intention to terminate this Agreement.

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

DONE in duplicate at Canberra on this eleventh day of March in the year one thousand nine hundred and ninety-nine, in the English language.

FOR THE GOVERNMENT OF AUSTRALIA:

[Signed:]

ALEXANDER DOWNER

FOR THE GOVERNMENT OF FIJI:

[Signed:]

BERENADO VUNIBOBO