TRADE AND INVESTMENT FRAMEWORK AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS

The Government of the United States of America and the Government of the Republic of Mauritius (individually a "Party" and collectively the "Parties"):

1. Desiring to enhance the bonds of friendship and the spirit of cooperation between the two Parties;

2. Desiring to promote international trade and to strengthen economic relations between the two Parties;

3. Recognizing the importance of fostering an open and predictable environment for international trade and investment;

4. Recognizing the benefits resulting from increased international trade and investment, and the need to eliminate trade-distorting investment measures and protectionist trade barriers;

5. Desiring to promote transparency and to eliminate bribery and corruption in international trade and investment;

6. Acknowledging the membership of the Parties in the World Trade Organization ("the WTO") and noting that this Trade and Investment Framework Agreement ("Agreement") is without prejudice to each Party's rights and obligations under the agreements, understandings, and other instruments related to or concluded under the auspices of the WTO;

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

8. Recognizing that openness to foreign direct investment confers positive benefits on each Party;

9. Desiring to encourage and facilitate private sector contacts between the two countries;

10. Recognizing the desirability of resolving trade and investment problems as expeditiously as possible;

11. Recognizing the increased importance of services in the Parties' economies and in their bilateral relations;

12. Taking into account the need to eliminate non-tariff barriers in order to facilitate greater access to the markets of both Parties and the mutual benefits thereof;

13. Recognizing the importance of providing adequate and effective protection and enforcement of intellectual property rights and of membership in and adherence to intellectual property rights conventions;

14. Renewing their commitment to improving the observance of internationally recognized core labor standards as expressed in declarations of World Trade Organization Ministerial Conferences and recognizing the importance of improving the observance of those labor standards and of providing adequate and effective protection and enforcement of worker rights in accordance with each Party's labor laws;

15. Desiring to ensure that trade and environmental policies are mutually supportive in the furtherance of sustainable development;

16. Desiring that this Agreement reinforce the multilateral trading system by strengthening efforts to complete successfully the Doha Development Agenda;

17. Considering that it would be in their mutual interest to establish a bilateral mechanism between the Parties for encouraging the liberalization of trade and investment between them, whilst taking into account the asymmetry in their economies;

18. Desiring further dialogue on ways that the Parties may expand and liberalize trade by exploring the potential for greater cooperation and more comprehensive agreements, whilst recognizing the special needs of Mauritius as a small island developing state; and

19. Considering the Parties' respective levels of development and trade;

Have agreed as follows:

Article One.

The Parties affirm their desire to promote an attractive investment climate and expand trade in products and services consistent with the terms of this Agreement. They shall take appropriate measures to encourage and facilitate the exchange of goods and services and to secure favorable conditions for long-term development and diversification of trade between the two Parties.

Article Two.

The Parties hereby establish a United States-Mauritius Council on Trade and Investment ("the Council"), comprising representatives of each Party. The Mauritius side shall be chaired by the Ministry of Foreign Affairs, International Trade and Cooperation; and the U.S. side shall be chaired by the Office of the U.S. Trade Representative ("USTR"). Both Parties may be assisted by officials of other government entities as circumstances require. The Council shall meet at such times and in such places as agreed by the Parties. The Parties shall endeavor to meet no less than once a year, including through digital video conferencing.

Article Three.

The objectives of the Council are as follows:

1. To monitor trade and investment relations, to identify opportunities for expanding trade and investment, and to identify issues relevant to trade or investment that may be appropriate for negotiation in an appropriate forum.

2. To hold consultations on specific trade and investment matters of interest to the Parties.

3. To identify and work toward the removal of impediments to trade and investment.

4. To consult the private sector and civil society, where appropriate, in their respective countries on matters related to the work of the Council; and

5. To consider, where appropriate, the need to conclude further trade-related agreements, on such matters as may be deemed desirable.

Article Four.

1. Either Party may raise for consultation any trade or investment matter between the Parties. Requests for consultation shall be accompanied by a written explanation of the subject to be discussed and consultations shall be held within 60 days of the request, unless the requesting Party agrees to a later date.

2. Each Party shall endeavor to provide for an opportunity for consultations 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 domestic law of either Party or the rights and obligations of either Party under any other agreement to which it is a party.

Article Six.

This Agreement may be amended through an exchange of notes between the Parties.

Article Seven.

This Agreement shall enter into force on the date of its signature by both Parties.

Article Eight.

This Agreement shall remain in force unless terminated by mutual consent of the Parties or by either Party upon six months' written notice to the other Party.

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

DONE at Washington, this 18th day of September 2006.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Karan K. Bhatia, Ambassador

Deputy United States Trade Representative

FOR THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS:

Madan M. Dulloo

Minister of Foreign Affairs, International Trade and Cooperation