

Agreement of Establishing Free Trade Zone Between The Hashemite Kingdom of Jordan, and The Syrian Arab Republic

The Government of the Hashemite Kingdom of Jordan and the Government of the Syrian Arab Republic, based on Arab fraternal relations of their peoples and historical links of their countries, and

Being desired to develop and support economic and commercial relations between the two countries on the basis of equity in order to expand the base of mutual interests and profits in various aspects and to enhance economic integration between the two countries, and

As having faith with the importance of freeing trade exchange, in harmony with the executive program programs of developing and facilitating of trade agreement between the Arab countries to establish a Great Arab Free Trade Zone, have agreed on the following:

Article 1

For this agreement purposes, the words and expressions listed herein shall have the meanings designated from them, unless the text stated otherwise:

1- Agreement:

The Agreement of establishing a free trade zone between the Government of the Hashemite Kingdom of Jordan and the Government of the Syrian Arab Republic.

2- Contracting Parties :

The Government of the Hashemite Kingdom of Jordan and the Government of the Syrian Arab Republic.

3- Custom fees, charges and other taxes of same effect:

The fees imposed by the contracting state in accordance with custom tariff on imported goods, as well other taxes and fees of same effect imposed on imported goods and not subject to the products of the same contracting state, whatever the name of these taxes and fees.

This definition shall not include fees charged against certain service such as ground, storage, transfer, cargo, or discharging.

These applicable custom fees, charges and other taxes of the same effect on the date of this agreement enforcement shall be deemed as a base upon the application of this agreement's provisions. If any deduction on the percentage of custom fees and/or charges and other taxes has been effected, the new fees shall

replace the applicable fees at the date of this agreement application.

3- Non-Custom Restrictions :

The arrangements and procedures which taken by a contracting state for the control of import from the other contracting party and shall include in particular license of import, quantity, monetary, and administrative restrictions imposed on the import process.

Article 2

Either of the Contracting Parties may apply the principle of similar treatment in case the other party violate any of this agreement provisions, provided to notify the other party with this procedure.

Article 3

1- In accordance with paragraphs (2, 3, 4) of this Article, agricultural, animal, natural and industrial products of national origin (Jordanian or Syrian), which directly exchanged between the two countries, shall be exempted from all custom fees, charges and other taxes of same effect immediately after the application of this agreement.

2- Commodities of national origin (Jordanian or Syrian) which exchanged between the Contracting Parties and shown in Annex No. (1) shall be freed by reducing custom fees, charges and other taxes of same effect as following:

First day of Agreement application	60%
1/1/2003	70%
1/1/2004	85%
1/1/2005	100%

3- Regarding fresh vegetables and fruits, the provisions of agricultural calendar agreed by the two countries shall be taken into account upon the application of paragraphs (1 and 2) of this Article.

4- Products and articles prohibited for religious, health, security or environmental reasons which listed in the executive program of agreement of developing and facilitating trade exchange between the Arab countries to establish a Great Arab Free Trade Zone, shall be excluded from the provisions of paragraphs 1 and 2 above.

5- No new custom fees, or any other charges or taxes of same effect shall be imposed on commodities and products of national origin exchanged between the Contracting Parties upon the application of this agreement.

6- Custom Tariff Tables shall be accredited according to coordinated system (H.S) for the purpose of classifying the exchanged goods between the Contracting Parties.

7- The Contracting Parties shall exchange custom tariff and a list of other charges rates and applicable taxes at the date of this agreement application.

Article 4

- 1- Arab Origin Rules accredited by the Economical and Social Council of Arab League, shall be applied for the purpose of this agreement provisions.
- 2- Both Contracting Parties may not impose any type of non-custom restriction on commodities of national origin which exchanged between them, including procedures of prohibiting or restricting import in any of the two countries and issues regarding the import of either of them to the other Party, as the date of this agreement application.
- 3- Commodities exchanged between the Contracting Parties according to this agreement shall be granted the same treatment of national commodities in imported states, and that which related to origin rules, standards and preventive, health, and security conditions, and fees, local taxes.
- 4- In accordance with provisions, and international rules in respect of technical basis of preventive procedures and to confront subsidy and dumping cases, and to deal with flaw in the balance of payments resultant from the application of this agreement. This shall not contradict with the executive program provisions of the trade exchange development and facilitating between the Arab countries to establish Great Arab Free Trade Zone. Either of the Contracting Parties may take preventive, anti-dumping, or subsidy procedures or fixing the defect in the balance of payments according to applicable rules and legislation in both countries with the commitment of notifying the other party with these procedures.

Article 5

This agreement provisions shall not be applicable on commodities produced in free zones in any of the two countries.

Article 6

Agricultural, animal and food commodities exported by either of the Contracting Party to the other Contracting Party shall fulfill agricultural and sanitary conditions applied in the importing country. Each Contracting Party shall undertake to notify the other Contracting Party according its applicable laws and regulations.

Article 7

Both Contracting Parties shall ensure that commodities and products of national origin which exported to either of them from the other Contracting Party is complying with applicable standards and specifications in the other Contracting Party's country. In case there is no applied local standard, then international standards and specification shall be accredited, provided the both Contracting Parties shall exchange laws and regulations applicable in each of them, and to notify any amendment thereto.

Article 8

Contracting Parties shall coordinate applicable regulations and custom procedures in both countries and to exchange their information and data.

Article 9

Both Contracting Parties shall facilitate the exchange of necessary information and data to identify the course of trade exchange, whether between them or between them and other countries.

Article 10

Any other Arab country may join this agreement by the approval of the two Contracting Parties.

Article 11

Both Contracting Parties shall encourage the economical and commercial cooperation in the frame of applicable laws and regulations in both countries through :

- 1- Encouraging joint industrial activities, and those related to the development of markets in both countries, and joint activities in a third country.
- 2- Assisting and cooperating in establishing promotion and marketing channels in both countries.
- 3- Encouraging direct communications between commercial, industrial and economical organizations.
- 4- Facilitating visits of businessmen and economical activities representatives to both countries.
- 5-Joint cooperation in protection and developing of environment.

6- Encouragement and promotion of activities aiming to facilitate trade between the two countries and conferences, publicity, advertisement, consultant services and other services.

Article 12

1- The Contracting Parties shall facilitate transit and re-export trade.

2- Payments resultant from the implementation of this agreement shall be settled in any free exchangeable currency according to applicable laws and regulations in both countries.

Article 13

Both Contracting Parties shall encourage the participation of corporation, establishments and economical activities of both countries in international fairs which held in the other Contracting Party territory. As well they shall encourage the establishment of temporary, permanent fairs and trade weeks for the products of both Contracting Parties in the other party's territory. However, they shall provide necessary facilitation to achieve that in accordance with applicable laws and regulations.

Article 14

1- Both Contracting Parties have agreed to encourage the establishment of joint ventures in both countries or to participate in present projects to achieve mutual interest for both countries.

2- The Contracting Parties agreed to establish technical cooperation between their countries, and to exchange scientific studies and researches, concerning economic and industrial coordination and integration.

3- The Contracting Parties agreed on the encouragement of private sector in both countries to establish joint investing projects in different economical aspects.

Article 15

The Contracting Parties shall provide enough, effective, non-discriminative and to apply them regarding trade and industry property rights, including the registration of patents and trade marks, and industrial design, according to applicable laws and regulations.

Article 16

First : For the purposes of supervising the implementation of this agreement's regulations, an economical and commercial joint committee shall be formed

chaired by the Jordanian Minister of Industry and Trade and the Syrian Minister of Economy and External Trade.

Second : For the purposes of following-up the implementation of this agreement's regulations, and to deal with problems arise during implementation, a following-up committee shall be formed chaired by the Jordanian General Secretary of the Trade and Industry and the Syrian Assistant to the Minister of Economy and External Trade, and the membership of competent ministers and authorities in both countries.

Third : The committee referred to in paragraph No.(2) of this Article shall undertake the following tasks:

1- To follow-up the implementation of Contracting Parties' obligations in the field of trade exchange in both countries of non-custom restrictions, and custom fees, charges and other taxes of same effect for custom fees, according to this agreement's articles.

2- To settle disputes and complaint arise from the application of this agreement.

3- Any other task delegated to such committee in the frame of its specialization.

4- To take suitable procedures to ensure the good-conduct of this agreement, and to deal with any disputes may arise from its application.

Fourth : The Committee shall raise its recommendations to the Economical and Commercial Joint Committee that headed by the Minister of Trade and Industry in the Hashemite Kingdom of Jordan and the Minister of Economy and External Trade in the Syrian Arab Republic, to review these recommendations and to take decision thereof.

Fifth: The Economical and Commercial Joint Committee shall meet at least once every year, and the meetings shall be held consecutively in the capital of either country. As well each contracting party shall have the right to request the meeting of such Committee when necessary.

Sixth : The Economical and Trade Joint Committee may form specialized sub-committee to review trade disputes arise from the application of this agreement's regulation and to deal with any faced problems, and obstacles by either parties. In addition to suggest necessary procedures to fix them and to find proper solutions.

Seventh : Trade disputes arise from the application of this agreement shall be presented to the Economical and Commercial Joint Committee which formed according to paragraph 1 of this Article, for studying and proposing a mechanism of their settlement.

1-This Agreement shall come into force after 30 days of the last date of two notifications with the fulfillment of ratification procedures according to applicable legislation in both countries.

2- This Agreement shall replace all previously signed economical and commercial agreements and protocols between the two countries as the date of its entry into force.

3- This Agreement shall remain effective, unless either of the Contracting Parties has notified the other Contracting Party in writing through diplomatic channels with its desire to terminate this agreement prior to six months from the date of requested termination. The provisions of this agreement shall remain effective for another six months after its termination, in respect of documentary credit which concluded for trade contracts in the light of their application, and which didn't applied till the date of their expiry.

Done and signed in Amman on the 21 of Rajab, 1422 H.J, corresponding to 8, October 2001 of two duplicated original copies in Arabic language of same legal authenticity, each party shall maintain one copy.

For the Government of the Hashemite
Kingdom of Jordan

For the Government of the Syrian Arab
Republic

Minister of Trade and Industry

Minister of Economy and External Trade

Wasef Azzar

Dr. Moh'd Al-Emady

Annex No. (1)	
Commodities to be freed gradually from custom fees, charges and other taxes, according to paragraph (2) of Article 3 of this Agreement.	
1- Chocolate, and other food stuff, containing cacao, biscuits of all types, and if contains cacao and sugar stuff do not contain cacao.	Item: 1806 Sub-item : 1905.30 Of Sub-item : 1905.90 Item : 1704.
2- Mineral Water not added with sugar free or other sweetening articles and not flavor.	Item : 2201.10
3- Shoes.	Items from 6401 to 6405.

4- Cloths, knitted or not expect :	Items from 6101 to 6106.
- Nightgown Pajamas, bath robs, and same products of knitted (of items 6107, 6108)	Items from 6201 to 6206. Items from 6201 to 6206
- Nightgown, bath burnoose and shower robs and same products of other than knitted (items 6207, 6208).	Items 6110. Items of 6109, 6111, 6112, 6113, 6114, 6209, 6210, 6241.