



**TRADE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE SULTANATE OF OMAN AND
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF
VIETNAM**

The Government of the Sultanate of Oman and the Government of Socialist Republic of Vietnam (hereinafter referred to as the "Contracting Parties"),

Being desirous of expanding and developing trade and economic cooperation between the two countries on the basis of mutual benefit, have agreed as follows:

ARTICLE 1

The Contracting Parties shall take all the necessary measures within the framework of their respective laws and regulations to promote and facilitate trade and economic relations between the two countries.

ARTICLE 2

1. The Contracting Parties shall grant each other Most-Favored-Nation treatment with respect to customs duties as well as customs formalities in connection with the importation and exportation of goods between the two countries
2. The Contracting Parties shall grant each other non-discriminatory treatment to imports of goods originating from the territory of the other Contracting Party, regarding the application of quantitative restrictions and the granting of licenses.
3. The provisions of paragraphs 1 and 2 of the this Article shall not apply to:

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- a) Advantages, which either of the Parties has granted or may grant its neighboring countries to facilitate, border trade,
- b) Advantages, which result from agreements leading to a Customs Union or a Free Trade Area to which either of the Parties is or may hereafter, become a party,
- c) Advantages, which either of the Parties has granted or may grant to any developing country under regional or multilateral agreements.

ARTICLE 3

All transactions of goods and services between the two countries shall be made in normal trade practices. The payments for goods and services between the two countries shall be made in freely convertible currencies.

ARTICLE 4

In order to further develop trade between their countries, the Contracting Parties shall facilitate, to the extent possible, the exchange of information and trade and business delegations, the participation in trade fairs to be held in either country, and in arranging trade exhibitions of either country in the territory of the other, on terms to be agreed between the competent authorities.

ARTICLE 5

The Contracting Parties shall exempt in accordance with their respective laws and regulations in force in either country from customs duties upon their import and export the following :

- a. Samples and advertising materials of non-commercial value,
- b. Tools and articles brought in for assembly or repair purposes, provided that such tools and articles are re-exported,

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- c. Goods for permanent and temporary fairs and exhibitions provided that such goods are re-exported,
- d. Specialized tools and equipment which are not readily available locally, for use in the construction of plants and other industrial structures imported by the undertaker of such construction, provided that such tools and equipment are re-exported.

ARTICLE 6

The Contracting Parties shall in accordance with the respective laws and regulations in force in each of the two countries, facilitate the passage and transit of un prohibited goods which,

- a. originate from the territory of the other country and destined for a third country.
- b. originate from a third country and destined for the territory of the other country.

ARTICLE 7

Each Contracting Party shall, in accordance with the laws and regulations in force in each of the two countries, permit the establishment of commercial offices of juridical persons of the other Contracting Party within its territory.

ARTICLE 8

- 1. The present Agreement shall enter into force on the date when the Contracting Parties notify each other that all legal requirements for its entry into force have been fulfilled.
- 2. The present Agreement shall remain in force for a period of five years, and thereafter it shall be renewed for a similar period or

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periods, unless one Party gives to the other Contracting Party written notice of its desire to terminate the Agreement, at least six months prior to the expiration of the prevailing period.

ARTICLE 9

After the termination of this Agreement, its provisions shall continue to be applied in respect of contracts not having been fulfilled as of the date of its termination.

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

Done in *HANOI* on *13-5-2004* in two originals in the Vietnamese Arabic and English languages, all texts being equally authentic. In the case of divergence, the English text shall prevail.

**FOR THE GOVERNMENT OF
THE SULTANATE OF OMAN**

Badr bin Ahmad
Undersecretary
of the Ministry
of Foreign Affairs.

**FOR THE GOVERNMENT OF
THE SOCIALIST REPUBLIC
OF VIETNAM**

[Signature]
DO NHU DINH