



IN THE NAME OF GOD MOST GRACIOUS MOST MERCIFUL

TRADE AGREEMENT

B ETWEEN

THE GOVERNMENT OF THE SULTANATE OF OMAN

AND

**THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF
IRAN**

PREAMBLE

The Government of the Sultanate of Oman and the Government of the Islamic Republic of Iran, hereinafter referred to as the "Contracting Parties";

Considering their mutual interest in strengthening and developing of trade ties and expanding and diversifying of commercial exchanges and enhancing the level of trade cooperation based on equality, non-discrimination and maintenance of mutual interests;

Have agreed as follows:

ARTICLE 1

Commercial exchanges between the Contracting Parties and contracts concluded between natural and juridical persons of the



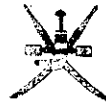
two countries shall be carried out within the framework of the present Agreement and in conformity with the governing laws, regulations and general principles of law.

ARTICLE 2

Each Contracting Party shall, in accordance with its laws and regulations, take proper measures to issue certificates of origin for commodities/goods exported to the other Contracting Party. For this purpose, the commodities/goods entirely produced and manufactured in Iran, or 40 percent or more of their total value produced and manufactured in Iran, with their last stage of manufacturing process undertaken in Iran, shall be regarded as Iranian products. The commodities/goods entirely produced and manufactured in Oman, or 40 percent or more of their total value produced or manufactured in Oman, with their last stage of manufacturing process undertaken in Oman shall be regarded as Omani products.

ARTICLE 3

Commodities/goods exchanged under the present Agreement between the Contracting Parties may, with the consent of the exporting Party, be re-exported to third countries.



ARTICLE 4

The exchange of commodities/goods and services between the Contracting Parties shall be within the framework of the present Agreement and in accordance with the standards, technical regulations and conformity assessment procedures to be agreed upon by the respective organizations of the Contracting Parties.

ARTICLE 5

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.

The provisions of this Article shall not apply to 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.

ARTICLE 6

The Contracting Parties, in order to develop mutual commercial relations, agree to reduce or eliminate the non-tariff obstacles or



to grant non-tariff preferences reciprocally within the framework of such subsidiary contracts as might be required to be concluded between the executive organizations of the two parties.

ARTICLE 7

All receipts or payments in foreign currency arising from the application of the present Agreement and settlement of accounts, shall be effected in a freely convertible currency according to the Contracting Parties laws.

ARTICLE 8

Each Contracting Party shall encourage its commercial companies and institutions to participate in international, specific or seasonal fairs held in the territory of the other Party, and shall as far as possible, provide the commercial companies and institutions of the other Contracting Party with the necessary facilities according to the current regulations of each Contracting Party.

ARTICLE 9

Each Contracting Party, in order to expand mutual trade relations, shall provide consular facilities regarding the grant of commercial visa and attestation of commercial documents, according to reciprocal action.



ARTICLE 10

In order to facilitate and develop the exchange of commodities/goods, services and trade information between the Contracting Parties, each Contracting Party shall permit the other to establish a trade office or center in its territory in accordance with the laws and regulations of the host country. Matters related to the number of employees, equipments and branches of the said offices or centers shall be determined through mutual agreement of the Contracting Parties.

ARTICLE 11

The Contracting Parties shall encourage their chambers of commerce to maintain close and effective cooperation, and if necessary, to establish joint chambers of commerce, exchange of commercial delegations, and convene specialized seminars and conferences in order to become familiar with each other's products and their marketing and provide the required facilities to this end.

ARTICLE 12

The Contracting Parties, in order to develop commercial relations, shall encourage their natural and juridical persons to implement international trade methods for establishing trade



partnerships/ventures and long-term commercial cooperation.

ARTICLE 13

Each Contracting Party shall provide the necessary transit facilities for the other Contracting Party's commodities/goods via its territory within the framework of its current laws and regulations.

ARTICLE 14

The existing Follow-Up Committee, established by the Joint Commission for Economic Cooperation between the two countries, shall also have the following duties:

- 1) Supervision of the good performance of this Agreement,
- 2) Presentation of solutions for the difficulties that may arise from the implementation of this Agreement,
- 3) Review and study of ways to increase and diversify mutual trade, and
- 4) presentation of executive recommendations in this connection to the Contracting Parties,
- 5) Suggestion of amendments and revision of the present Agreement.



ARTICLE 15

The nationals of either Contracting Party shall enjoy equal treatment with regard access to judicial authorities within their territories and exempting the nationals of the other Contracting Party from payment of security dues, as laid down in the relevant laws and regulations of either Contracting Party.

ARTICLE 16

The provisions of the present Agreement shall not contravene the rights of each Contracting Party as for the imposition of any banning or restriction aimed at the protection of national interests, public health and/or prevention of diseases and animal or plant pests.

ARTICLE 17

The present Agreement shall come into force from the date of the last notification by one of the Contracting Parties to the other indicating that it has complied with the legal requirements for entry into force of the present Agreement. The present Agreement shall remain in force for a period of five years, after which it shall be extended for a similar period or periods unless either Contracting Party notifies the other in writing six months prior to the expiry of relevant period, that it does not intend to



extend the Agreement.

Upon expiry of the validity of this Agreement, the contracts signed within its validity and are being executed, shall continue to be governed by its provisions for at least three years after its termination, unless the Contracting Parties agree otherwise.

Done in Muscat, on this Eighth day of Jumada 1, 1424 H, corresponding to Seventeen day of Teer 1382 Iranian Calendar, corresponding to Eighth day of July 2003, in two originals in, Arabic, Persian and English, all three texts being equally authentic.

In case of divergent interpretation the English text shall prevail.

For the Government of the
Sultanate of Oman

For the Government of the
Islamic Republic of Iran

Maqbool Ali Sultan
Minister of Commerce and Industry

Mohammad Shariatmadari
Minister of Commerce