

No. 23086

**AUSTRALIA
and
OMAN**

**Agreement on trade, economic and technical co-operation.
Signed at Canberra on 20 October 1981**

Authentic texts: English and Arabic.

Registered by Australia on 18 September 1984.

**AUSTRALIE
et
OMAN**

**Accord de coopération commerciale, économique et technique.
Signé à Canberra le 20 octobre 1981**

Textes authentiques : anglais et arabe.

Enregistré par l'Australie le 18 septembre 1984.

AGREEMENT¹ ON TRADE, ECONOMIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE SULTANATE OF OMAN

The Government of Australia and the Government of the Sultanate of Oman,

Convinced of the importance for the two countries of strengthening, expanding and diversifying trade, economic and technical co-operation between them on an equitable and mutually beneficial basis,

Have agreed as follows:

Article one. The two Governments shall take appropriate measures to develop and expand mutually beneficial trade in goods and services and mutually beneficial economic and technical co-operation between their countries.

Article two. 1. In order to develop and expand mutually beneficial trade between the two countries:

- (a) Due regard shall be given to commodities and products enumerated in schedules to be approved by the Governmental Joint Commission established under this Agreement and which are of interest to exporters in the respective countries; and
- (b) The two Governments shall encourage and facilitate the negotiation of commercial contracts, preferably on a long-term basis, between relevant organisations and commercial enterprises of the two countries.

2. The schedules may be amended at any time by mutual consent by an exchange of notes between the two Governments.

Article three. 1. To further advance the objectives set out in article one the two Governments shall take appropriate measures to encourage and facilitate the development of economic and technical co-operation between relevant organisations and commercial enterprises of the two countries including co-operation between professional consultants and construction contractors.

2. The two Governments shall encourage relevant organisations and commercial enterprises of their respective countries to conclude contracts involving developmental projects and technical co-operation in either country.

Article four. The two Governments shall examine possibilities for the development of economic and technical co-operation, particularly in relation to the following matters:

- (a) Agriculture, forestry, fisheries and animal resources;
- (b) Industry;
- (c) Irrigation and water conservation projects;
- (d) Generation of electricity;
- (e) Engineering and public construction;

¹ Came into force on 13 February 1982, the date of the last of the notifications by which the Parties informed each other (on 29 December 1981 and 13 February 1982) of the completion of the required procedures, in accordance with article 14.

- (f) Transport infrastructure; and
- (g) Mineral exploration and mining.

Article five. The two Governments shall use their best endeavours to promote technical co-operation, including the transfer of modern technology, between relevant organisations and commercial enterprises.

Article six. The two Governments shall endeavour to provide necessary facilities for purposes of implementing the following:

- (a) Exchange of visits of specialised personnel;
- (b) Study by students and specialised personnel at Universities, Institutes and other training facilities;
- (c) Training in mineral exploration, mining, agriculture, agricultural mechanisation, cattle breeding and irrigation, and also in engineering industries;
- (d) The provision of technical expertise in the establishment of the technical institutes concerning mineral exploration, mining, agriculture, industry and engineering consultancy in design and construction; and
- (e) The exchange of scientific and technical information.

Article seven. 1. Trade and economic and technical co-operation of a commercial nature between the two countries shall be implemented through contracts to be concluded between relevant organisations and commercial enterprises which contracts shall set out all necessary details.

2. Without prejudice to articles nine and ten of this Agreement all the required procedures and arrangements to implement individual projects agreed upon between organisations and commercial enterprises of each country and the contractual arrangements related thereto shall be the responsibility of the relevant organisations and commercial enterprises.

3. The Government of Australia shall bring to the attention of relevant Australian organisations and commercial enterprises the expressed desire of the Government of the Sultanate of Oman that any tender submitted or any contract entered into shall take into consideration the following:

- (a) Technical specifications should be of high quality;
- (b) Tenders shall be submitted, contracts concluded and projects implemented with all possible speed;
- (c) Prices should be competitive; and
- (d) Spare parts, equipment, materials and services necessary to follow up contracts established under this Agreement should be available at competitive prices.

Article eight. 1. In accordance with the laws and regulations in both countries, the two Governments shall encourage participation in international fairs held in both countries and the establishment of temporary or permanent trade centres and fairs as well as the provision of all necessary facilities for the importation of samples for advertising purposes, goods and articles for display, tools and other instruments for erection purposes and all necessary containers.

2. Each Government shall permit the admission free from customs duties and other related charges of all goods and materials from the other country

required to establish trade fairs, specialised fairs or for the purpose of commercial advertisement. Such admission of goods and materials shall be on a temporary basis and the goods and materials re-exported, unless the two Governments mutually arrange otherwise.

Article nine. Contracts and commercial arrangements entered into between relevant organisations and commercial enterprises shall be in accordance with the laws, regulations and requirements of the two countries.

Article ten. Payments arising out of trade and other transactions, implemented within the scope of this Agreement shall be settled in any mutually acceptable convertible currency in accordance with the terms of the relevant contracts and with the foreign exchange laws, regulations or requirements in force in the two countries.

Article eleven. 1. For the purpose of promoting the aims of this Agreement a Governmental Joint Commission which shall consist of representatives designated by each Government is hereby established.

2. The Joint Commission shall meet at the request of either Government at a date to be mutually arranged on each occasion. The meetings shall be held alternatively in Oman and Australia.

3. The Joint Commission shall:

- (a) Review and keep under consideration the implementation of the provisions of this Agreement;
- (b) As appropriate, examine means of facilitating the conclusion and implementation of commercial contracts;
- (c) Work out schedules for commodities and products that are of interest to exporters of both countries and consider proposals for amending them;
- (d) Consider proposed measures for the expansion of economic and technical co-operation between relevant organisations and commercial enterprises;
- (e) Encourage and facilitate the exchange of ideas and information in the field of technology;
- (f) Review progress in the promotion of technical co-operation and as appropriate discuss any cost-sharing arrangements for such technical co-operation between relevant organisations and commercial enterprises of each country; and
- (g) If appropriate, prepare annual programs of technical co-operation.

4. The Joint Commission may submit to the two Governments' recommendations relating to the matters referred to in paragraph 3 of this article.

Article twelve. The Joint Commission may seek mutually acceptable solutions to any problems or disputes that may arise in relation to any contracts and commercial arrangements concluded within the scope of this Agreement. This shall not preclude the application of the specific provisions for the settlement of disputes which may be included in the relevant contracts.

Article thirteen. In the event of termination of this Agreement its provisions shall continue to apply in respect of unfulfilled obligations under commercial contracts entered into during the period of validity of this Agreement.

Article fourteen. Each Government shall notify the other when the usual procedures which are required for the entry into force of this Agreement have been complied with. The Agreement shall enter into force on the date of the last notification. It shall remain in force for a period of five years and then for successive five year periods unless either Government notifies the other in writing at least six months prior to the expiry of the current period of its intention to terminate the Agreement.

DONE in duplicate at Canberra on the 20th October 1981 in the Arabic and English languages, both texts shall be equally authentic.

J. D. ANTHONY

For the Government
of Australia

MOHAMMAD ZUBAIR

For the Government
of the Sultanate of Oman
