

No. 26711

**ISRAEL
and
AUSTRALIA**

**Agreement on trade and economic relations and technical
cooperation. Signed at Jerusalem on 22 February 1988**

Authentic texts: Hebrew and English.

Registered by Israel on 13 July 1989.

**ISRAËL
et
AUSTRALIE**

**Accord relatif au commerce et aux relations économiques et à
la coopération technique. Signé à Jérusalem le 22 février
1988**

Textes authentiques : hébreu et anglais.

Enregistré par Israël le 13 juillet 1989.

AGREEMENT¹ ON TRADE AND ECONOMIC RELATIONS AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF ISRAEL AND THE GOVERNMENT OF AUSTRALIA

The Government of Israel and the Government of Australia hereinafter referred to as “the Parties”,

Convinced of the importance of strengthening and expanding trade and economic relations and technical co-operation between their two countries on the basis of mutual respect and joint benefit, and

Having regard to the objectives of the General Agreement on Tariffs and Trade² to which the Governments of both countries are Contracting Parties,

Have agreed as follows:

Article 1

The Parties, in accordance with the laws and regulations in force in the two countries, shall seek to promote and expand mutually beneficial trade and economic relations and technical co-operation between Australia and Israel.

Article 2

In accordance with the objectives set out in Article 1, the Parties shall:

- (a) Encourage and facilitate the development of economic relations and technical co-operation between relevant authorities, organizations, commercial enterprises and business people from their respective countries in various fields such as industry, agriculture, research and development, natural resources, tourism, transport and in the establishment of joint ventures in various fields;
- (b) Encourage relevant authorities, organizations, commercial enterprises and business people to examine the possibilities of co-operation in the execution of economic projects. Projects which will be found suitable for such co-operation will be executed according to the provisions of contracts and agreements which will be separately concluded; and
- (c) Encourage the exchange of visits by commercial and technical representatives, groups or delegations.

Article 3

1. In accordance with its laws and regulations, each Party shall:

- (a) Encourage relevant organizations and commercial enterprises of its country to participate in international fairs held in each other's country;
- (b) Encourage the establishment in its country of trade centres and fairs and provide facilities for the temporary importation of samples, machinery and other necessary materials for the purpose of establishing trade exhibitions and fairs and for related publicity.

¹ Came into force on 16 June 1989, the date of the last of the notifications (of 14 and 16 June 1989) by which the Parties informed each other of the completion of their constitutional and other necessary requirements, in accordance with article 8 (1).

² United Nations, *Treaty Series*, vol. 55, p. 187.

2. Samples, machinery and other necessary materials referred to in subparagraph 1(b) shall be admitted temporarily free from customs and all other import duties and taxes. These goods and materials shall be removed from the country into which they have been imported, unless the Parties mutually arrange other means of disposal. If the goods and articles are used for commercial purposes in any way, they shall be subject to full rates of customs duty and other duties and taxes without exemption.

Article 4

Payments relating to contractual obligations entered into in furtherance of the objectives of this Agreement shall be made in any mutually acceptable convertible currency with mutually acceptable conditions and in accordance with relevant terms and with foreign exchange laws and regulations of the two countries.

Article 5

1. Contracts and other arrangements entered into between relevant organizations and commercial enterprises in accordance with this Agreement shall be subject to the laws and regulations of the two countries.

2. The decision by relevant organizations and commercial enterprises of each country to co-operate in individual projects and the conclusion and implementation of any pertinent contracts and other arrangements shall be the responsibility of such organizations and commercial enterprises.

Article 6

1. To further the objectives of this Agreement, a Joint Committee consisting of representatives designated by each Party shall be established.

2. The Joint Committee shall meet alternately in Australia and Israel at the request of either Party on dates mutually arranged between them.

Article 7

Any dispute between the Parties relating to the interpretation or implementation of this Agreement shall be resolved by friendly consultations and negotiations without unreasonable delay.

Article 8

1. This Agreement shall enter into force on the day on which the Parties have notified each other that their respective constitutional and other requirements necessary to give effect to this Agreement have been completed.

2. This Agreement shall remain in force for 5 (five) years. If neither Party gives written notice to the other at least 90 (ninety) days prior to the expiration of this period of its desire to terminate this Agreement, it shall automatically be extended for a further period of five years and shall thereafter be extended in the same manner.

Article 9

In the event of termination of this Agreement in accordance with Article 8, this Agreement shall continue to apply in respect of unfulfilled obligations under commercial contracts entered into while this Agreement was in force.

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

SIGNED in duplicate at Jerusalem, this 22nd day of February 1988, corresponding to the 4th day of Adar, 5748, in the English and Hebrew languages, both texts being equally authentic.

For the Government
of Israel:

[Signed — Signé]¹

For the Government
of Australia:

[Signed — Signé]²

¹ Signed by Shimon Peres — Signé par Shimon Peres.

² Signed by Bill Hayden — Signé par Bill Hayden.