

**AGREEMENT
ON ECONOMIC, TRADE AND TECHNICAL COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF LEBANON
AND THE GOVERNMENT OF AUSTRALIA**

The Government of THE REPUBLIC OF LEBANON And The Government of AUSTRALIA (hereinafter referred to as the “Contracting Parties”), for the purpose of enhancing the friendship ties between the Governments and the peoples of the two countries, and of developing the trade, economic and technical cooperation between the two countries on the basis of equality and mutual benefit, have agreed as follows:

ARTICLE I

Both Contracting Parties in conformity with the laws and regulations of their respective countries, have agreed to do their best where appropriate to promote and develop trade, economic and technical cooperation between the two countries.

ARTICLE II

The cooperation referred to in this Agreement includes the following:

- 1) Encouraging and promoting development projects in the fields of trade, engineering, industry, agriculture, animal husbandry and technology, between the two countries.
- 2) Encouraging the exchange of various kinds of commodities, products and services between the two countries.
- 3) Encouraging the training and the exchange of experts and technicians necessary to implement specified projects, and exchange of relevant information.

ARTICLE III

- 1) In encouraging and facilitating activities under Article II, the Contracting Parties should encourage juridical and natural persons to have due regard to the protection of intellectual property in their commercial relations.
- 2) The Contracting Parties shall act in accordance with their respective intellectual property rights obligations in international Intellectual Property Agreements.

ARTICLE IV

- 1) The Contracting Parties shall accord each other unconditional most-favored-nation treatment in all matters with respect to customs duties and charges of any kind imposed on or in connection with importation or exportation of products and with respect to the method of levying such duties and charges, with respect to all rules and formalities connected with importation or exportation, and with respect to all internal taxes or other internal charges of any kind that may be imported on goods already imported and cleared through customs.

- 2) Any advantage, favor, privilege or immunity which has been or may hereafter be granted by either Contracting Party regarding the matters referred to in paragraph (1) to any product originating in or consigned to any third country shall be immediately and unconditionally accorded to the like product originating in or consigned to the territory of the other Contracting Party.
- 3) No prohibitions or restrictions, whether in the form of quotas, import or export licenses, foreign exchange controls, regulations or any other measures, shall be instituted or maintained by either Contracting Party on the importation of any product from the territory of the other Contracting Party or on the exportation of any product consigned to the territory of the other Contracting Party, unless such prohibitions or restrictions are applicable to all third countries.
- 4) Each Contracting Party shall accord to services and service suppliers of the other Party treatment that is no less favourable than that which it accords to like services and service suppliers of any other country, subject to its rights and obligations under international agreements.
- 5) This Article shall not apply to preferences or advantages accorded by:
- a. Lebanon to the Arab Countries which are members of the Arab League in accordance with the agreements ratified by the Government of the Republic of Lebanon.
 - b. either Contracting Party:
 - i. under an established preference system;
 - ii. regarding goods and services, in accordance with any agreement or arrangement constituting or leading to the establishment of a free trade area or a customs union; or
 - iii. to adjacent countries in order to facilitate frontier traffic of goods and services.
- 6) This Article shall not prevent a Contracting Party:
- a. Taking discriminatory measures which are necessary:
 - i. to protect animal or plant health; human safety; intellectual property; national security; national treasures; public morals; or the environment; or
 - ii. to prevent deceptive practices or the transfer of proceeds from illicit activities, where the discrimination is not arbitrary or unjustifiable and where different conditions prevail in the territory of a Contracting Party compared with other countries and it appears, in the light of the risks in not taking discriminatory measures, to be a reasonable means for achieving an objective described in this sub-paragraph.
 - b. Effecting a Contracting Party's obligations under:
 - i. the United Nation's Charter for the maintenance of international peace and security, or
 - ii. an international agreement on the avoidance of double taxation.
 - c. Properly imposing an anti-dumping duty or countervailing duty.

ARTICLE V

- 1) All payments arising from commercial transactions in trade, or investment or economic cooperation between Lebanon and Australia shall be effected in a currency classified as a convertible currency by the International Monetary Fund, or a currency mutually acceptable to the parties to the relevant commercial transaction, subject to the foreign exchange laws and regulations in force at the time when payments are effected.
- 2) Paragraph (1) does not preclude relevant Lebanese and Australian juridical and natural persons entering, by mutual agreement, into other payment arrangements, subject to the laws and regulations in force in the two countries at the time when the arrangements are made.

ARTICLE VI

Both Contracting Parties agree to encourage where appropriate economic, trading and technical cooperation between natural and juridical persons of their respective countries, including the setting up of joint projects and joint companies in various fields.

ARTICLE VII

Both Contracting Parties agree to encourage mutual visits by representatives, delegations and commissions of an economic, trade and technical nature. Each Contracting Party promises where appropriate to facilitate and encourage the participation of its juridical and natural persons in international fairs taking place in the other country, as well as granting facilities where appropriate to the juridical and natural persons of the other country for holding short-term exhibitions.

ARTICLE VIII

1) With the aim of securing the full and effective implementation of the provisions of this Agreement, as well as promoting the cooperation of their respective countries, the Contracting Parties agree to establish a Joint Committee on Economic, Trade and Technical Cooperation including representatives from the the Ministry of Economy and Trade, and other authorities which may be concerned, of the Republic of Lebanon. Representatives from the Department Foreign Affairs and Trade and the Australian Trade Commission of Australia.

2) This Joint Committee may discuss all matters in relation to the cooperation mentioned in this Agreement, especially:

a. Reviewing the implementation of this Agreement and submitting relevant suggestions for the competent authorities in the two countries;

b. Submitting proposals for the development of the cooperation in the fields mentioned in this Agreement;

c. Discussing the possible differences that might arise during the implementation of this Agreement and suggesting suitable solutions for them; and

d. Interpreting this Agreement.

ARTICLE IX

1) This Agreement shall come into effect on the date of the last notification by which the Contracting Parties have informed each other that their internal legal procedures for bringing this Agreement into force have been completed.

2) This Agreement shall remain in effect for one year, and shall automatically be extended year by year unless one of the Contracting Parties notifies the other, in writing, of its intention to terminate the Agreement, at least three months prior to the expiration of the original or extended period.

3) If this Agreement terminates in accordance with paragraph (2), its provisions shall continue to apply to unfulfilled obligations under contracts (including payments relating to those contracts) entered into during the period that this Agreement is in effect, until their fulfillment.

