

**TRADE CO-OPERATION AGREEMENT**  
**BETWEEN THE GOVERNMENT OF**  
**THE DEMOCRATIC REPUBLIC OF TIMOR-LESTE**  
**AND**  
**THE GOVERNMENT OF THE STATE OF KUWAIT**

The Government of the Democratic Republic of Timor-Leste and the Government of the State of Kuwait (hereafter jointly referred to as the “Parties”) and in singular as a party.

DESIRING to develop trade relations between the two countries,  
have agreed on the following:

**ARTICLE 1**  
**Umbrella Provision**

The Parties shall take all necessary measures to facilitate, promote trade, and strengthen economic co-operation between their countries, in accordance with the provisions of this Agreement, but subject to the domestic laws in force in their respective countries.

**ARTICLE 2**  
**Facilitation of Transit of Goods**

The parties agree:

- (a). To encourage and facilitate freedom of transit of goods through their Countries, in accordance with their respective domestic laws and regulation in force;
- (b). To encourage and facilitate freedom of transit of goods originating from the country of a third party, destined for the country of either Party.

**ARTICLE 3**  
**Technical Co-operation**

- 1. The Parties shall encourage technical co-operation between their nationals, including natural and juridical persons.
- 2. The areas of co-operation shall include, but not be limited to:
  - (a). The exchange of visits and delegations from the private sector from either party.
  - (b). The exchange of trade information, expertise, technology;
  - (c). The exchange of technical expertise, as well as human resources development; and
  - (d). Any other field as may be agreeable by the Parties.

**ARTICLE 4**  
**Trade Facilitation and Promotion**

In order to strengthen trade relations between two countries, each Party shall, in accordance with this Agreement and subject to the domestic laws in each country, undertake to: (a). encourage and facilitate visits by business persons and trade delegations. (b). actively facilitate each other’s participation intrade fairs organized by either country; and (c). organize trade exhibitions by one party in the territory of the other party.

## **ARTICLE 5**

### **Customs Duties**

The Parties subject to the domestic laws and regulations in force in their countries shall permit the import and export of the following products with exemptions of custom duties taxes and other similar charges:

- (a). Samples of goods and publicity materials (Catalogues, pamphlets, photos and others) necessary for obtaining orders;
- (b). Products, goods and materials necessary for fairs and exhibitions on condition that such products, goods and materials shall be re-exported.

## **ARTICLE 6**

### **Payments**

All payments for goods and services by the Parties shall be effected in any freely convertible currency. Payments will be effected through authorized banks in both countries.

## **ARTICLE 7**

### **Competent Authorities**

The following competent authorities shall be responsible for the implementation of this Agreement, and other matters relating hereto

- (a). In the case of the State of Kuwait; the Ministry of Trade and Industry
- (b). In the case of the Democratic Republic of Timor-Leste, the Ministry of Development

## **ARTICLE 8**

### **Establishment of a Joint Committee**

1. The Parties agree to set up a Joint Committee composed of representatives of both Parties.
2. The joint Committee shall be competent to:
  - (a). Settle problems that may arise in the implementation of this Agreement.
  - (b). Propose measures aiming to promote and expand trade relations between the two countries.
  - (c). Suggest the modification or the addition of any annex to this Agreement.
3. The Joint Committee shall meet at the request of either Party alternately in their countries, or as may be agreed by the Parties.

## **ARTICLE 9**

### **Settlements of Disputes**

1. Any disputes between the parties that may result from the implementation or interpretation of this Agreement shall be resolved through consultation within the Joint Committee;
2. Either Party may refer the matter to the Joint Committee if it considers such a matter to be incompatible with the proper functioning of this Agreement;
3. The Parties shall in the event of a dispute, supply the Joint Committee with information required for a thorough examination of the dispute with the view to seeking an amicable settlement acceptable to the Parties.

## **ARTICLE 10**

### **Amendment of the Agreement**

1. This Agreement may be amended or revised by mutual consent between the Parties, and such amendment or revision shall come into force in accordance with the provision of section 1 of article 11.
2. The amendment of this Agreement shall not adversely affect or in any way prejudice any rights or obligations accrued or incurred by virtue of the application of this Agreement prior to the effective date of such amendment.

## **ARTICLE 11**

### **Entry into Force**

1. This Agreement shall enter into force after the parties have notified each other of the completion of their respective completion of their respective constitutional and legal procedures necessary for entry into force of this agreement, the date entry into force shall be the date of the last notification.
2. This Agreement shall remain in force for a period of five (5) years and shall automatically be renewed for similar period or periods, unless either Party notifies the other its intention to terminate this Agreement, by a notice in written, through diplomatic channels, at least six (6) months prior to its termination.
3. The termination of this Agreement shall not affected the validity or the duration of any specific agreement, projects or activities made under the present Agreement until the completion of such specific arrangement projects or activities.

The provisions of this Agreement shall continue to be applied to the agreements concluded during its validity but not fulfilled at date of its expiry.

In Witness thereof, the undersigned, being duly authorized by their respective government have signed this agreement.

Done in Dili, this 1st of June, corresponding to 16TH Jamad Awal 1428 H, in Portuguese, Arabic and English languages, all texts being equally authentic. In case of any divergences, the English text shall prevail.

FOR

The Government of the Timor-Leste

ARCANJO DA SILVA

MINISTER OF DEVELOPMENT

FOR

The Government of the State of Kuwait

FALAH FAHAD AL-HAJRI

MINISTER OF TRADE AND INDUSTRY