

**TRADE AGREEMENT¹ BETWEEN THE
GOVERNMENT OF INDIA AND THE
GOVERNMENT OF THE REPUBLIC
OF ZAMBIA**

New Delhi, 8 December 1978

The Government of the Republic of INDIA

AND

The Government of the Republic of ZAMBIA,

(hereinafter referred to as "the Contracting Parties")

DESIRING to expand trade and economic cooperation between the two countries on the basis of equality and mutual advantages,

HAVING decided to conclude a Trade Agreement,

HAVE AGREED as follows :

Article I

1. Subject to the laws and regulations in force in their respective countries, the Contracting Parties shall endeavour to encourage exports from and imports into their respective countries of the commodities set out in Annexures A and B in the present Agreement or such other commodities as may be agreed to from time to time in accordance with paragraph 3 in this Article.
2. Annexure A designates the list of exports from India to Zambia and Annexure B designates the list of exports from Zambia to India.
3. The lists of commodities designated in Annexures A and B may, by mutual agreement between the Contracting Parties, be altered by the addition thereto or deletion therefrom of any commodity or commodities.

1. Ratified on 16 May 1981

Article II

1. The Contracting Parties shall accord each other the most favoured-nation treatment in all matters with respect of the trade relations between the two countries.
2. The Contracting Parties shall, wherever required, issue import and export licences in accordance with the laws and regulations of either Contracting Party.
3. The licences referred to in Paragraph (2) of this Article shall be granted on terms no less favourable than those granted to any other third country.
4. The provisions of the preceding paragraphs of this Article shall, however, not apply to the grant or continuance of any :
 - (i) advantages which one of the Contracting Parties has granted or may grant to neighbouring countries in order to facilitate frontier traffic;
 - (ii) advantages which may result from a customs union, a free trade area or other multilateral preferential arrangement to which either Contracting Party is or may become a party;
 - (iii) preferences or advantages accorded by either Contracting Party to any country as existing on the date of the conclusion of the present agreement or those granted in replacement thereof;
 - (iv) any advantages or preferences accorded under any scheme for expansion of trade and economic cooperation among developing countries and to which either of the Government is or may become a party.

Article III

The Contracting Parties agree that State-owned companies and corporations shall not export to a third country the commodities imported by them except with the permission in writing of the Contracting Party of the country from which the import has taken place.

Article IV

All payments made between the Contracting Parties in pursuance of this Agreement shall be effected in any freely convertible currency through normal banking channels in accordance with the foreign exchange regulations in force in their respective countries.

Article V

The Contracting Parties shall give preferences, when selecting transportation for commodities to be exchanged in accordance with this Agreement, to their respective national carriers, but where the services of such carriers are not availed of, the Contracting Parties shall, thereafter, give the right of first refusal to the national carrier of the other Contracting Party.

Article VI

The Contracting Parties shall, subject to the laws and regulations in force in their respective countries and on conditions agreed upon by the competent authorities of both Parties, allow the importation and exportation free of customs duties, taxes and other similar charges not related to the payment for services, the following :

- (a) samples of commodities and publicity material of no commercial value;
- (b) commodities imported for the purpose of fairs and exhibitions on condition that they may not be sold;
- (c) commodities imported temporarily for repair on condition that they are re-exported after such repair within six months.

Article VII

In order to facilitate and promote the development of trade between their two countries, and in accordance with the laws and regulations in force in their respective countries, each Contracting Party shall :

- (i) allow the organisation of trade fairs and exhibitions in its country by the other Contracting Party and shall grant such Contracting Party all necessary facilities for the purpose;
- (ii) furnish each other, on request or on a regular basis, all necessary information concerning the need and possibilities of supplying commodities originating from their respective countries.

Article VIII

1. In order to facilitate the implementation of this Agreement both Parties agree to consult with each other in respect of any matter arising from or in connection with this Trade Agreement.
2. For this purpose, they shall establish a Joint Committee which shall meet once a year alternately in each capital at a convenient date.

3. All differences or disputes that may arise relating to the application or interpretation of this Agreement or any other written arrangement made hereafter shall be settled by negotiation between the two Parties.

Article IX

1. This Agreement shall continue in force for a period of two years and shall automatically be extended for additional periods of one year each unless one Party notifies the other of its intention to terminate the same at least six months prior to the expiration of the current Agreement.
2. Either of the Contracting Parties may, by written notice through diplomatic channels to the other Party, request the revision or termination of this Agreement.

Article X

Nothing in this Agreement shall be construed so as to derogate from any existing international obligation of either Contracting Party.

Article XI

This Agreement shall come into force on the date of the exchange of Instruments of Ratification in accordance with the Constitutional procedures of the Contracting Parties.

Article XII

In the event of the termination of this Agreement, its provisions shall continue to govern any existing and unexpired contract or contracts concluded thereunder.

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

DONE and signed at New Delhi, on 8th Day of December, in the year One Thousand Nine Hundred and Seventy Eight, in two originals in English Language, both being equally authentic.

On behalf of the Government
of the Republic of India

On behalf of the Government
of the Republic of Zambia

Sd/-

ATAL BIHARI VAJPAYEE
Minister of External Affairs

Sd/-

S.C. MWALE
Foreign Minister

ANNEXURE A*LIST OF EXPORTS FROM INDIA TO ZAMBIA*

1. Animal and marine products.
 2. Agricultural products and food articles.
 3. Drugs, pharmaceuticals, chemicals and allied products.
 4. Industrial plant and machinery and types of engineering goods.
 5. Minerals, ores and products thereof.
 6. Plastic and sports goods.
 7. Textiles, cotton and woollen goods.
 8. Jute products.
 9. Iron and Steel.
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ANNEXURE B*LIST OF EXPORTS FROM ZAMBIA TO INDIA*

1. Copper and copper products.
 2. Talc
 3. Lead and Lead oxide
 4. Zinc
 5. Cobalt
 6. Semi-precious stones.
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