

TRADE AGREEMENT BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF INDIA AND THE
GOVERNMENT OF THE REPUBLIC OF UGANDA

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The Government of the Republic of India and the Government of the Republic of Uganda (hereinafter referred to as "the Contracting Parties");

Desiring to expand trade, economic cooperation and Joint ventures 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 Annexure A and E to 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 items of export interest from India to Uganda and Annexure E designates the list of items of export interest from Uganda to India.
3. These lists are indicative in nature and goods not included in the above-mentioned indicative lists may also be exchanged in accordance with the provisions of this Agreement.

ARTICLE 2

1. The Contracting Parties agree to grant each other most favoured nation treatment in respect of the following;

- (i) customs duty and all other charges and taxes applicable to the importation, exportation or transit of commodities;
- (ii) Customs formalities and all dues and charges in relation to importation, exportation, transit storage and transshipment of commodities;
- (iii) Issue of import and export licences.

2. The provisions of this Article shall not, however, apply to :

- (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 result from a customs union, free trade area or trade agreement or arrangement of which either Contracting Party is or will 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;

- (v) goods and produce which do not originate in either the Republic of Uganda or the Republic of India;

3. The Contracting Parties agree that the country of origin of goods traded between them shall be established in accordance with the laws and regulations in force in the importing country.

ARTICLE 3

Produce and manufactures originating in the country of one of the Contracting Parties which have been imported into the country of the other Contracting Party shall not be reexported to a third country without the supplier's written consent.

ARTICLE 4

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 5

The Contracting Parties shall give preferences, when selecting transportation for commodities to be exchanged in accordance with this Agreement, to their

of such carriers are not availed of, the Contracting Parties shall endeavour, wherever possible, to use the national carriers of the other Contracting Party.

ARTICLE 6

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 or otherwise disposed of;
- (c) Commodities imported temporarily for repair on condition that they are re-exported after such repair within six months.

ARTICLE 7

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 allow the organisation of trade fairs and exhibitions in its country by the other Contracting Party

facilities for that purpose.

ARTICLE 8

For the effective implementation of this Agreement, the Contracting Parties agree to establish a Joint Committee which shall be composed of representatives of the Contracting Parties and meet on mutually convenient dates alternating between the Capitals of the countries of the Contracting Parties.

ARTICLE 9.

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

ARTICLE 10.

This Agreement shall come into force on the date herein, and shall remain in force for a period of two years, to renew automatically thereafter for further periods of two years, unless one Contracting Party gives a written notice of its termination six months prior to the expiry of the Agreement.

ARTICLE 11

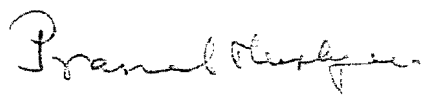
In the event of the termination of this Agreement, its provisions shall continue to govern any existing and unexpired Contract or Contracts concluded thereunder;

In witness whereof, the representatives duly authorised by their respective Governments have signed this Agreement.


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Done at New Delhi, on Twenty Fourth day of November, in the year one Thousand Nine Hundred Eighty One, in two originals each in English and Hindi Languages, both being equally authentic but with the understanding that in case of inconsistency, the English text will prevail.

FOR THE GOVERNMENT OF THE
REPUBLIC OF INDIA.


(PRANAB MUKHERJEE)
MINISTER OF COMMERCE

FOR THE GOVERNMENT OF THE
REPUBLIC OF UGANDA.


(J.K. ALIHO-OMARA)
MINISTER OF COMMERCE

ANNEXURE - A

LIST OF PRODUCTS FOR EXPORT FROM INDIA TO UGANDA

1. Spices: (a) Pepper (b) Cardamom
2. Oilcakes
3. Tobacco unmanufactured
4. Tobacco manufactures
5. Rice
6. Marine Products
7. Iron Ore
8. Cotton piecegoods: (a) Handloom (b) millmade
9. Garments
10. Art Silk fabrics
11. Silk fabrics
12. Woollen fabrics
13. Handmade and machine-made carpets and other handicrafts.
14. Coir manufactures
15. Jute manufactures
16. (A) Capital goods (Engineering goods)

Industrial Plant and machinery

- (a) Textile (b) Sugar (c) Cement
- (d) Food Processing (e) Other (including
Excavators, Tractors and earthmoving Equipments)
- (f) Electrical Power Machinery and Switchgear
- (g) Transmission Line Towers and Poles.

Steel Structures (Fabricated)

- (a) Boilers, Pressure Vessels and Heat Exchangers
- (b) Cranes and lifts
- (c) Other Structures

- (d) Wires and cables
- (e) Wagons and Coaches
- (f) Coastal Vessels and ships
- (g) Complete vehicles
- (h) Machines Tools.

(E) Steel and Pig Iron based items

- (a) Steel Pipes and Tubes
- (b) Bright Bars.

Ferrous Holloware

- (a) Tinsplate Containers
- (b) G.I. Buckets, Drums etc.
- (c) Steel Ghamellas
- (d) Steel Trunks
- (e) Others including Barrels, Drums and Iron Cylinders.

Mild Steel Wire Products

- (a) Electrodes
- (b) Wire Nails, nettings including barbed wires.

Industrial Fasteners

- (a) Bolts Nuts, Rivets and Washers
- (b) Wood Screws
- (c) Railway Tracks Materials.
- (d) High Carbon Wire Products {wire Ropes}
- (e) Sanitary Castings
- (f) Industrial Castings
- (g) Forgings.

Steel Products N.O.S.

- (a) Steel Furniture

- (c) Stainless Steel Utensils and Cutlery
- (d) Sanitary and Water Fittings
- (e) Agricultural implements
- (f) Razor Blades.

(C) Non-Ferrous Products

- (a) Aluminium Products
- (b) E.P.N.S. Ware
- (c) Non-ferrous products (other than Aluminium)

(D) Consumer Durables

- (a) Auto Parts
- (b) Bicycles complete
- (c) Bicycle parts
- (d) Hand, Small and Cutting Tools.

Diesel Engines and Compressors

- (a) Diesel Engines and Parts
- (b) Air Compressors
- (c) Mechanical Pumps
- (d) Heating and Cooling Equipment
- (e) Electric Fans and parts.

Batteries

- (a) Battery Dry
- (b) Battery storage
- (c) Sewing machines
- (d) Knitting Machines

Electric Manufactures N.O.S.

- (a) Electric Accessories and Appliances
- (b) Electric Lamps and Fluorescent Tubes.

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Miscellaneous Manufactured Articles

- (a) Scientific Surgical Instruments
- (b) Oil Lamps and Stoves
- (c) Fire Arms of Sports
- (d) Abrasives and Grinding wheels
- (e) Ball and Roller Bearings
- (f) Umbrellas and fittings
- (g) Scholastic materials including text books.

17. Jewellery - Gold and diamond and imitation jewellery.

18. Chemicals and allied products

- (a) Organic and Inorganic Chemicals
- (b) Medicinal and Pharmaceutical products
- (c) Dying and Tanning and colouring materials
- (d) Rubber manufactures including tyres and tubes
- (e) Glass and Glassware
- (f) Cosmetic and toiletries.

19. Electronic items

- (a) Radio and Radio parts
- (b) Tape Recorders
- (c) Stereos
- (d) Two-in-one sets
- (e) Amplifiers
- (f) P.A. System
- (g) Hi - fi sets
- (h) Electronic tapes and T.V. games
- (i) T.V. sets and components
- (j) Video cassettes and tapes

20. Feature films including short/documentary films.

21. Finished leather

ANNEXURE - I

Goods grown, produced or manufactured in Uganda which may
be exported to India

Cotton and Cotton by-products

Cotton yarn

Textiles and fabrics

Coffee

Casava

Ginger

Pineapples

Peas, beans, groundnuts, Soya beans

Fish and fish products

Timber and Wood products

Leather, hides and skins

Tobacco

Tea

Sugar

Copper and copper alloys

Cobalt

Phosphates

Super Phosphates