

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

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

DESIROUS of promoting trade between their respective countries on the basis of fairness, equity and mutuality of benefits:

REAFFIRMING that both countries are members of the WTO and are, accordingly, bound by multilateral trade disciplines as enunciated by Uruguay Round Agreement, Decisions and Declarations"

HAVING decided to conclude a Trade Agreement

AGREE to as follows:

ARTICLE I-DEFINITIONS

"In this Agreement, unless inconsistent with context 'Contracting Party' means a Party to this Agreement namely the Government of Republic of the India or the Government of the Republic of Zambia.

"Customs duty" includes any tax or surtax levied on imported goods and any other charges of equivalent effect but does not include such internal fiscal charges as levied both on internal transactions and on imported goods in each country.

"Imported goods" means goods which are treated as originated in either country.

"Dumping" means the introduction of a product by a Contracting Party into the commerce of other Contracting Party at lower than the normal domestic value of the products.

"Quantitative restriction" means prohibitions or restrictions on mutual trade whether made effective through quotas, import licences, foreign exchange

allocation practices or other measures with equivalent effect including administrative measure and requirement restricting imports or exports.

ARTICLE II

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 originating from a Contracting Party.

ARTICLE III

1. Notwithstanding the provisions of MFN Treatment, Contracting Party may impose safeguards, anti dumping and countervailing duties where it has been established that increased imports or goods from the other contracting Party are being dumped or subsidized causing injury to the domestic industry of the importing countries.
2. In pursuance of the provisions of paragraph 1 of this Article the Contracting Parties shall establish measures and rates of countervailing or anti-dumping duties equivalent to the subsidy or those necessary to counteract dumping respectively in accordance with WTO rules.
3. Anti-dumping and countervailing duties shall remain in force as long as and to the extent necessary to counteract dumping or a subsidy which is causing injury to the domestic industry in accordance with World Trade Organization rules.
4. Notwithstanding the provision of paragraph (3) of this Article, the Contracting Party of the exporting territory undertakes not to introduce retaliatory measures that would have as one of their purposes the enhancement of exports of other types of goods to the territory of the other Contracting Party.

ARTICLE IV

1. The Contracting Parties shall subject to laws and regulations in force in their respective countries and on conditions agreed upon by the competent authorities of both Contracting Parties, permit the import and export, free of custom duties, taxes and other similar levies or charges, not related to payment for services, the following goods:

- (a) samples of goods and material required only for obtaining orders and for advertising purposes, which are not for sale and are of no commercial value;
 - (b) goods imported temporarily for experiments and research activities;
 - (c) or goods imported temporarily for the purpose of trade fairs and exhibitions;
 - (d) goods imported temporarily for effecting repairs and which are re-exported; and
2. To facilitate and promote the development of trade and commercial transactions under this Agreement, the Contracting Parties agree :
- (a) to allow the organisation of trade fairs and exhibitions in their respective countries in accordance with their laws and regulations and
 - (b) to furnish each other on request with all necessary information concerning the possibilities of supplying goods originating from their respective countries.

ARTICLE V

All payments between the Contracting Parties in pursuance of this Agreement shall be effected in any freely convertible currency.

ARTICLE VI

- (1) In order to facilitate the implementation of this Agreement both parties agree to consult with each other in respect of any matters arising from or in connection with this Agreement.
- (2) For this purpose, the two Contracting Parties 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 VII

- (1) If a Contracting party should consider that any benefit accruing to it directly or indirectly under this Agreement is being nullified or impaired or that the attainment of any objective of the Agreement is being impeded as a result of:
 - (a) the failure to the other Contracting Party to carryout its obligations under this agreement, or
 - (b) the application by the other Contracting party of any measure, whether or not is in conflict with the provisions of this Agreement or
 - (c) The existence of any other situation.
- (2) The aggrieved Contracting Party may initiate discussion and consultation directly with the other Contracting party.

ARTICLE VIII

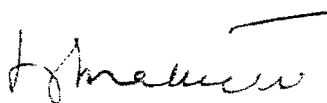
- (1) The Government of the Republic of Zambia hereby designates its Ministry of Commerce, Trade and Industry and the Government of the Republic of India hereby designate its Ministry of Commerce as their respective organs for the purpose of implementing this agreement and other matters related thereto.
- (2) Each Contracting party shall have the right to designate in writing, at any other appropriate body, organisation or Ministry in place of the one already designated.

ARTICLE IX

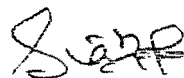
- (1) This Agreement shall come into force on a date to be fixed, by an exchange of diplomatic notes, indicating that each Contracting Party has complied with its constitutional requirements and shall remain in force for a period of two (2) years, thereafter, it shall be automatically extended for additional periods of one (1) year at a time.

- (2) This Agreement or any extended period thereof, may be terminated by either Contracting Party upon six (6) months notice.
- (3) At the termination of this Agreement, its provision and the provision of any separate contracts or agreements made in respect thereof, shall continue to govern any existing unexpired obligations, assumed or commenced thereunder until they are fully executed.

Done at New Delhi on this day of 21st April, 2003 in two (2) originals each in English and Hindi, both texts being equally authentic. In case of doubt, the English text shall prevail.



For the Government of
Republic of India



For the Government of Republic of
Zambia