TRADE AGREEMENT BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF INDIA AND THE EXECUTIVE COUNCIL
OF THE REPUBLIC OF ZAIRE

The Government of the Republic of India and the
Executive Council of the Republic of Zaire (referred to
in this Agreement "Contracting Parties"):

Desirous of strengthening and developing commercial
relations between the two countries on the basis of equality
and mutual benefits,

Have agreed as follows:

ARTICLE I

The two Contracting Parties shall accord to each
other Most Favoured Nation treatment in respect of trade
between the two countries.

ARTICLE II

The following are exempted from the provisions of
Article I,
(a) advantages that one of the Contracting Parties accord
or shall accord to contiguous countries for facilitating
trade;
(b) advantages resulting from a Custom Union or a free
trade area of which either country is or may become a party;
(c) preferences or advantages, accorded by either party
to any country, as existing on the date of the conclusion
of the present agreement or in replacement of such preference
or advantages; and
(d) any advantages or preferences accorded under any
scheme for expansion of trade and economic cooperation among
developing countries.
ARTICLE - III

The two Contracting Parties undertake to promote within scope of the laws and regulations prevailing in their respective countries concerning imports and exports, the exchange of goods originating in their respective countries so as to achieve high and more balanced levels of trade.

ARTICLE - IV

For the purpose of this agreement:

(1) a product cultivated, mined, substantively transformed or manufactured in the territory of the Republic of India and

(2) a product cultivated, mined, substantively transformed or manufactured in the territory of the Republic of Zaire, deemed to have originated from the respective countries.

ARTICLE - V

Commercial contracts shall be concluded by natural or juridical persons of the Republic of India and the Republic of Zaire. Such juridical and natural persons of a Contracting Party shall enjoy personal protection, protection of their commercial activity and the protection of their property including the right of access to the courts, tribunals and administrative authorities.

ARTICLE - VI

All payments relating to commercial exchange within the scope of this agreement as well as all other payments accepted in accordance with the rules in force in each of the Contracting Parties shall be made in convertible currencies.
ARTICLE - VII

Each of the Contracting Parties undertakes to encourage the participation in "fairs on" exhibitions that the other party may organise on its territory in accordance with its laws and regulations. Each Contracting Party may organise on the territory of the other Contracting Party exhibitions and "fairs of a commercial character in accordance with laws and regulations in force in that country.

ARTICLE - VIII

Each Contracting Party shall permit the entry into its territory without import duties and taxes, within the framework of rules and regulations in force including those relating to the re-export of the following:

1. Samples of goods and publicity material necessary for obtaining orders;
2. Goods necessary for the purpose of demonstrating machines or apparatus to be displayed;
3. Goods and instruments relevant to their assignment in another country imported by technicians and experts as part of their baggage;
4. Articles meant to be re-exported after repair;
5. Containers of a durable nature;
6. Articles and goods meant for the fairs and exhibitions on conditions that they may not be sold except in accordance with local laws and regulations in force.

ARTICLE - IX

Till such time as a specific agreement in the matter is concluded, the merchant shipping of each of the Contracting Parties shall benefit at entry, during their stay and at exit from the ports of the other party, open to international trade, from the same facilities as those accorded to the merchant shipping of third countries.
ARTICLE - Y

The Contracting Parties agree to exchange commercial information as mutually agreed through appropriate channels.

ARTICLE - XI

All differences resulting from the interpretation or application of the present agreement shall be settled through mutual consultations.

ARTICLE - XII

This agreement can be modified by an exchange of letters after close consultations between the Contracting Parties. These modifications will become an integral part of the agreement.

ARTICLE - XIII

(1) The present agreement is subject to ratification in conformity with the constitutional procedures in the two countries and shall enter into force on the date of the exchange of instruments of ratification;

(2) The Contracting Parties agree that the provisions of this agreement will enter into force provisionally from the date of its signature;

(3) The present agreement will be valid for a period of two years from the date on which it enters into force. Its validity will be renewed automatically for a period of two years unless either party gives notice in writing terminating the agreement six months before its expiry.
(4) After the termination of this agreement its provisions will continue to apply to the contracts concluded but which have not been executed entirely on the date of the termination of the agreement.

In witness whereof the duly authorized representatives of the Contracting Parties have signed this agreement and affixed thereto their seals.

Done at New Delhi on this day of 14th November, 1968 in three originals each in the Hindi, French and English languages, all texts being equally authentic.

K.C. Tejari
MINISTER OF STATE FOR EXTERNAL AFFAIRS FOR THE REPUBLIC OF INDIA

Buketi Bukayi
SECRETARY OF STATE OF FOREIGN AFFAIRS FOR THE REPUBLIC OF ZAIRE