

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

PREAMBLE

Government of the Republic of Botswana and the Government of the Republic of India hereinafter referred to as the "Contracting Parties" having regard to the bonds of friendship that exist between the two countries:

Aspiring to continue and consolidate their historic friendship that exist and cooperation,

Wishing to further strengthen trade, commercial cooperation and economic relations between the two countries on the principles of equality and mutual benefit,

Reaffirming that both countries are members of the World Trade Organisation (WTO) recognising multilateral trade disciplines enunciated by Uruguay Round Agreements and subsequent WTO Agreements, decisions and declarations.

Have agreed as follows :

ARTICLE I

Subject to the laws and regulations in force in their respective countries, the Contracting parties shall facilitate and promote trade between the two countries.

ARTICLE II

1. The Contracting parties shall grant to each other the most favoured nation treatment concerning trade between them in accordance with the World Trade Organisation provisions.
2. The Contracting Parties shall grant each other in respect of import and export licences or permissions where such licenses or permissions are required under their national regulations treatment no less favourable than that granted to any other country.

ARTICLE III

1. The products to be traded in terms of this Agreement will only be those originating from the territories of the Contracting Parties.
2. For the purposes of this Agreement, the following will be considered as originating from each of the Contracting Parties:
 - (a) products grown or wholly obtained in the territory of each Contracting Party;
 - (b) products manufactured in the territory of each Contracting Party.

ARTICLE IV

The provisions of Articles II and III above shall not however apply to the grant or continuance, if any, of:-

- (a) advantages which either of the Contracting Parties has granted or may grant to contiguous countries to facilitate frontier trade;
- (b) preferences or advantages, accorded by either Contracting Party to any other country, in accordance with any bilateral preferential trade agreement or arrangement existing on the date of signature of this Agreement;
- (c) advantages or preferences which either of the Contracting Parties has granted or may grant under any scheme for the expansion of trade and economic cooperation among developing countries, which scheme is open for participation by developing countries and to which either of the Contracting Parties is or may become a party ;
- (d) advantages or preferences which result from membership of a customs union and/or Free Trade Area to which either of the Contracting Parties is or may become a party.

ARTICLE V

The Contracting Parties shall encourage and facilitate contacts between their natural and juridical persons, inter-alia, through the exchange of visits of delegations of business people, participation in fairs and exhibitions, and the sharing of information.



ARTICLE VI

The import and export of goods and services shall take place on the basis of the contracts to be concluded between the natural and juridical persons of the two Contracting Parties at world market prices in accordance with their laws and regulations and international trade practices. Neither of the Contracting Parties shall be responsible for liabilities of natural and juridical persons arising from such commercial transactions

ARTICLE VII

All payments for goods and services between the two Contracting Parties shall be made in freely convertible currencies following international payment practices, and in accordance with the foreign exchange laws and regulations in force in the territory of each Party, unless the Contracting Parties specifically agreed otherwise.

ARTICLE VIII

The Contracting Parties shall encourage investment and technological cooperation between their countries in accordance with their national laws and regulations to produce goods for their domestic markets or export to other countries.

ARTICLE IX

- (i) If any product is being imported into the territory of the other Party in such increased quantities and under such conditions as to cause or threaten serious injury to the domestic industry in that territory of like or directly competitive products, the Party shall be free, in respect of such products, and to the extent and for such time as may be necessary to prevent or remedy such injury, to suspend in whole or in part or to withdraw or modify its obligations under this Agreement.
 - (ii) Before taking any action each Party shall give notice in writing to the other Party as far in advance as may be practicable and shall afford the other Party an opportunity to consult with it in respect of the proposed action. In circumstances where delay would cause damage which would be difficult to repair, action under paragraph (i) may be taken provisionally without prior consultation, on the condition that consultation shall be effected immediately after taking action.
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ARTICLE X

- (i) With the aim of securing the full and effective implementation of the provisions of this Agreement, a Joint Trade Committee shall be established consisting of representatives of both Contracting Parties.
- (ii) The Joint Trade Committee shall endeavour to meet alternately once in two years in order to review the implementation of the provisions of this Agreement and to recommend to the Contracting Parties the steps to be taken for development and diversification of commercial exchanges.
- (iii) The Contracting Parties may meet at any other time if by mutual consent it is deemed necessary.

ARTICLE XI

- (i) Each Contracting Party may by written notice through diplomatic channels present to the other Party a request for modification or revision of this Agreement. Such modification or revision shall be made by written agreement between the Contracting parties.
- (ii) Any modification or revision of this Agreement shall be done without prejudice to the rights and obligations arising from contracts based upon this Agreement prior to or up to the date of such modification or revision.

ARTICLE XII

In the event of termination of this Agreement, its provisions shall continue to apply in respect of all unfulfilled obligations contained in trade contracts entered into during the validity of this Agreement.

ARTICLE XIII

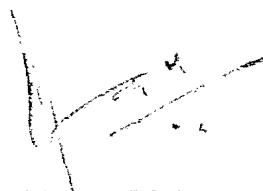
The Contracting Parties shall strive to resolve through negotiations any problem, dispute or difference between them arising from or relating to this Agreement.

ARTICLE XIV

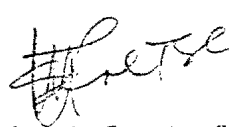
- (i) This Agreement shall come into force on the date of signature and shall remain in force until terminated in terms of paragraph (ii).
- (ii) This Agreement shall terminate ninety days after the other Party has been notified in writing of the proposed termination.

Done at New Delhi on this 12th day of the January, 2001 in two (2) originals each in English and in Hindi, both texts being equally authentic. In case of doubt, the English text shall prevail.

IN WITNESS WHEREOF THE CONTRACTING PARTIES HAVE SIGNED
THIS AGREEMENT



Murasoli Maran (Mr.)
Minister of Commerce & Industry
for the Government of the
Republic of India



Tebelelo Seretse (Ms.)
Minister of Commerce & Industry
for the Government of the
Republic of Botswana