

**TRADE AGREEMENT BETWEEN THE GOVERNMENT OF
THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA
AND THE GOVERNMENT OF THE REPUBLIC OF INDIA**

THE GOVERNMENT OF THE FEDERAL DEMOCRATIC
REPUBLIC OF ETHIOPIA AND THE GOVERNMENT OF
THE REPUBLIC OF INDIA (Hereinafter jointly referred to as
the "Parties" and in the singular as the "Party").

DESIROUS of facilitating and developing trade relations
between the two countries on the basis of equality and
mutual benefit;

ASPIRING to continue and consolidate their historic
friendship and cooperation;

CONVINCED that close cooperation in trade and
strengthening of existing mechanisms is essential to
achieving maximum development in their respective
countries;

HAVING decided to enter into an agreement with one another
to strengthen trade and economic cooperation;

HEREBY AGREED TO THE FOLLOWING:

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ARTICLE-1
UMBRELLA PROVISION

The parties shall take all necessary measures to facilitate, diversify and promote trade and economic cooperation between the two countries in accordance with their respective domestic laws and subject to obligations under international treaties, conventions or agreements to which they are a party. In this regard, the Parties shall encourage investment and technological cooperation between the two countries in accordance with their national laws and regulations to produce goods for their domestic markets or export to one another.

ARTICLE-2
COMMERCIAL ARRANGEMENTS

1. Commercial transactions under this Agreement shall be effected on the basis of contracts to be concluded between natural and juridical persons of both Parties. The natural and juridical persons shall carry out their commercial transactions on their own responsibilities in every respect.
2. To realize the objectives set under Article I of this Agreement, the Parties shall encourage and facilitate commercial contracts between the relevant enterprises and organizations of their respective countries and shall explore the





possibility of mutually beneficial long term commercial contacts to be concluded between these enterprises and organizations within the framework of this Agreement. In this regard, the Parties shall accord to each other Most Favored Nation treatment with respect to customs duties and charges, rules, formalities and necessary permissions applicable to importation and exportation of goods.

3. The provision of sub-Article-2 of this Agreement shall, however, not apply to:

a) Advantages accorded by either Party to contiguous countries for the purpose of facilitating frontier traffic;

b) Preference or advantages accorded by either Party to any country as existing on the date of the conclusion of the present Agreement,

c) Any advantage or preference accorded under any scheme for expansion of trade and economic cooperation among developing countries and least developed countries and to which either of the Parties is or may become a party;

d) Advantages and preferences resulting from a Customs Union and/or Free Trade Agreement and/or Preferential Trade Agreement which either Party is or may become a party.

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ARTICLE-3
TRADE FACILITATION

1. The Parties shall endeavor to eliminate all non-tariff barriers and disguised restrictions impeding trade between them.

2. In order to facilitate commercial transactions under this Agreement, the Parties shall:

a) Upon request, furnish each other, information that could contribute to the expansion of trade and commercial activities between them;

b) Provide freedom of transit of goods of the other Party through its territory subject to its domestic law.

3. In so far as such measures are not applied in arbitrary or discriminatory manner, the provision of this Agreement shall not limit the rights of either Party to take measures as per the domestic law of the concerned party:

a) For reasons of public health, public morals, order and security;

b) For the protection of plants and animals against disease and pests;

c) To safeguard its external financial positions and balance of payment; or

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d) To protect national treasures of artistic, historical and archaeological values.

ARTICLE- 4

PRICES OF COMMODITIES

Import and export of goods shall take place on the basis of the contracts to be concluded between the natural and juridical persons of the Parties at world market prices in accordance with their laws and regulations and domestic trade practices. The natural and juridical person shall carry out their commercial transactions on their own responsibilities in every respect. Neither of the Parties shall be responsible for liabilities of natural and juridical persons arising from such commercial transactions.

ARTICLE-5

STANDARD OF GOODS

The goods to be imported into the territory of either party must comply with compulsory standards or any other necessary standards as provided for under the laws or regulations of the importing country.

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ARTICLE-6

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. Each Party will ensure appropriate protection of Intellectual Property Right generated from cooperation pursuant to this Agreement, consistent with their respective laws, rules and regulations and International agreement to which both parties are committed.
2. The Parties, consistent with their domestic laws, may exchange information on legal and administrative measures that relate to the importation or exportation of pharmaceutical goods and may provide opportunity to the other party for comment on the proposed measures.
3. The use of the name, logo and/or official emblem of the participant on any publication, document and/or paper will require permission of both the participants. It may, however, be ensured that the official emblem and logo is not misused.
4. The Parties will mutually identify the information and documents to be treated as confidential to be exchanged pursuant to this Agreement on case by case basis. Such confidential information will be shared by the Parties subject to specific terms and conditions as Parties may decide in writing.

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5. Notwithstanding the above sub-Articles; the Parties shall not require disclosing confidential information public or private, unless as required under law or as directed by a court of law.

ARTICLE-7
MODE OF PAYMENT

It shall be the responsibility of the natural or juridical persons concerned for all the transactions entered into by them pursuant to this Agreement and all the payments for goods and services shall be effected in freely convertible currencies, through normal banking channels in accordance with the foreign exchange laws and regulations in force in their respective countries.

ARTICLE-8
SETTLEMENT OF DISPUTES

1. The Parties will encourage the prompt and equitable settlement of any dispute arising from or in relation to contracts between their respective firms, companies, business entities, and trading organizations, through consultations or other mutually acceptable means. In case of disagreement, the parties to the dispute

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may have recourse to the contractual provisions or to relevant international practices.

2. Any dispute that may arise between the Parties on the interpretation or implementation of this Agreement shall be settled amicably through diplomatic channels.

ARTICLE-9
TRADE PROMOTION

1. For the purpose of this Agreement and subject to their respective domestic laws and regulations in force, the Parties shall:
 - i. Encourage and facilitate visits, seminars, and workshops by business persons and trade delegations;
 - ii. Encourage the participation in each other's international trade fairs and exhibitions.
2. The Parties shall, in accordance with the respective laws and regulations in force in each country, exempt the following goods from custom duties, taxes, and other





charges upon their import for the purpose of holding trade fairs and exhibitions:

- i. Goods of no commercial value to be displayed at fairs and exhibitions;
 - ii. Samples and advertising materials of no commercial value;
 - iii. Specialized tools and equipment which are not readily available locally for construction of stands provided that such tools and articles are re-exported;
 - iv. Specialized containers and packages of the type used in international trade on a returnable basis.
3. The goods and articles mentioned in (a) (b) (c) and (d) of this article shall be treated according to the laws and regulations in force in each country.

ARTICLE-10

COMPETENT AUTHORITIES

- 1) The authorities responsible for the implementation of this Agreement and other matters relating to trade shall:
 - a) In the case of Federal Democratic Republic of

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Ethiopia,

Be its Ministry of Trade.

b) In the case of Republic of India,

Be its Ministry of Commerce and Industry.

- 2) Each Party shall have the right to designate at any time, any other appropriate Department or Ministry to replace the competent authority designated under paragraph 1 of this Article. The same shall be informed promptly to the other Party in writing.

ARTICLE-11

ESTABLISHMENT OF JOINT TRADE COMMITTEE

1. For the effective implementation of this Agreement, the Parties shall establish a Joint Trade Committee consisting of designated representatives of the Parties. The Joint Trade Committee shall meet annually, alternately in Federal Democratic Republic of Ethiopia and Republic of India on a mutually agreed date.
2. Within the framework of this Agreement, the Joint Trade Committee shall:
 - a) suggest appropriate measures within the framework of this Agreement to ensure the development and



expansion of trade relations and economic cooperation between the two countries;

- b) serve as a medium for the exchange of relevant information on the possibilities of further expansion and diversification of delivering goods and commodities originating from the countries of the Parties, and
- c) Review trade statistics on a yearly basis in order to assess trade flow and trade imbalance, if any.

ARTICLE-12

AMENDMENT

1. Either Party may, by written notice through the diplomatic channel, present to the other Party a request for amendment of this Agreement.

2. The Parties shall notify each other any amendment of this Agreement after their respective laws and procedures for entry into force of such an amendment or revision have been fulfilled. Such amendment shall enter into force on the date of receipt of the last written notification.





3. Any amendment of this Agreement shall be done without prejudice to rights and obligations arising from trade contracts based upon this Agreement prior to or up to the date of such modification.

ARTICLE-13

DURATION AND TERMINATION

1. This Agreement shall come into force on the later date on which the Parties have notified each other that their constitutional requirements have been fulfilled. The later date shall refer to the date in which the last notification letter is sent.
2. This Agreement shall remain in force for an initial period of five years. Thereafter it shall automatically be renewed for the next five years unless one of the Parties gives a written notice to the other of its intention for termination of the Agreement at least three months prior to the validity period of the Agreement.
3. Either Party may denounce the Agreement in writing or such denunciations shall take effect six months after a written communication to this effect is made to the other Party through diplomatic channel.



4. The termination of this Agreement shall not adversely affect or in any way prejudice, any rights or obligations accrued to or incurred by virtue of the application of this Agreement prior to the effective date of such termination.

ARTICLE-14

TERMINATION OF PREVIOUS AGREEMENT

- i. As of the date of the coming into force of this Agreement, the previous Agreement signed in November 12, 1982 between the Government of the Provisional Military Government of Socialist Ethiopia and the Government of the Republic of India shall be terminated.
- ii. In the event of termination of the Agreement signed on November 12, 1982, its provisions shall continue to apply to contracts concluded but not fully executed as on the date of the termination of the agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement in two originals in English language.



Done at Addis Ababa, Ethiopia on this Fifth day of October, 2017.

FOR AND ON BEHALF OF
THE GOVERNMENT OF THE
REPUBLIC OF INDIA



Name: Mr. Dnyaneshwar M.

Mulay

Designation: Secretary,
Ministry of External Affairs,
Government of India

FOR AND ON BEHALF
OF THE GOVERNMENT
OF THE FEDERAL
DEMOCRATIC
REPUBLIC OF
ETHIOPIA



Name: H.E. Mr. Ayana

Zewdie

Designation: State
Minister of Trade