

TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF INDIA AND THE GOVERNMENT OF THE
FEDERAL REPUBLIC OF NIGERIA

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

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

Convinced that co-operation in trade is essential to
achieving maximum development in their respective countries;
HAVE AGREED AS FOLLOWS:

ARTICLE 1

1.1 The Contracting Parties shall accord each other most
favoured nation treatment with respect to imports and
exports, customs duties and other charges and taxes
applicable to importation, exportation or transit of
goods and commodities and also with respect to rules and
formalities in connection with such importation and
exportation.

1.2 The provisions of paragraph 1.1 of this Article shall,
however, not apply to advantages, concessions and
exemptions which:

- (a) either Contracting Party has granted or may
grant to neighbouring countries in order to
facilitate frontier traffic;

- (b) either Contracting Party has granted or may grant to fellow member-countries of a Customs Union, Free Trade Area or any other multilateral trade agreement and arrangement or a Monetary Zone already established or which may be established;
- (c) either Contracting Party has accorded or may accord to any country as existing on the date of the conclusion of the present Agreement or those granted in replacement of such preferences or advantages that existed prior to either Contracting Party's accession to the General Agreement on Tariffs and Trade (GATT);
- (d) either Contracting Party has accorded under any scheme for expansion of trade among the developing countries and to which either Contracting Party is or may become a party.

ARTICLE 2

2.1 During the period of the validity of this Agreement the Contracting Parties shall make every effort to increase the volume and diversify the content of trade between their two countries and shall endeavour to achieve between themselves a balance of trade.

2.2 Subject to the laws & regulations in force in their respective countries the Contracting Parties shall endeavour to encourage exports from and imports into their respective countries of the goods and commodities set out

ARTICLE 3

3.1 The goods and commodities to be exchanged under this Agreement shall only be those originating in the countries of the Contracting Parties.

3.2 For the purpose of this Agreement, goods and commodities shall be considered to have originated from the countries of the Contracting Parties if the goods are:

- (a) products wholly produced or manufactured in either country;
- (b) in the case of agricultural products, actually grown in either country;
- (c) in the case of articles which consist in whole or in part of materials from a third country, those which have been substantially transformed in either country.

3.3 The Contracting Parties reserve the right to subject the importation of any goods and commodities to the submission of certificates of origin by an organization authorised in that behalf by the Government of the country of origin.

3.4 For the purposes of this Article any goods and commodities originating from a third country can only be considered under this Agreement if the third country is an official trading partner of Contracting Parties.

ARTICLE 4

4.1 The exchange of goods and commodities between the Contracting Parties shall be subject to the laws and

4.2 Commercial transactions shall be effected on the basis of contracts to be concluded between legal and physical persons in the countries of the Contracting Parties. The legal and physical persons referred to in this paragraph shall carry out their commercial transactions in their own capacities in every respect.

4.3 Goods and commodities supplied by one Contracting Party to the other, shall not be re-exported to a third country which does not have official trading relations with both Contracting Parties.

ARTICLE 5

In order to facilitate commercial transactions the Contracting Parties agree;

- (a) to furnish each other, on request, with all necessary information concerning the possibilities of supplying goods and commodities originating from their respective countries;
- (b) to facilitate freedom of transit to goods and commodities originating from either country and destined for a third country which has official trading relations with both Contracting Parties;
- (c) to grant preference to national carriers of either Contracting Party in the carriage of goods and commodities under this Agreement.

ARTICLE 6

All payments between the Contracting Parties shall be effected in freely convertible currencies through normal banking channels in accordance with the foreign exchange laws and

ARTICLE 7

For the purpose of this Agreement and subject to the laws and regulations in force in both countries, the Contracting Parties shall.

- (i) permit each other appropriate facilities for holding trade fairs and exhibitions,
- (ii) permit the import and export of, and exempt from customs duties and taxes the following products:
 - (a) samples of goods and publicity material required only for obtaining orders and for advertising purposes;
 - (b) goods, products and tools which are to be used for installing trade fairs and exhibitions;
 - (c) tools and articles imported for assembly or repair purposes; and
 - (d) containers of such exported and imported goods;

Provided that if they are sold or consumed, the appropriate duties and taxes shall be paid.

ARTICLE 8

Nothing in this Agreement shall be construed as affecting any rights and obligations arising from any existing international agreements or treaties already entered into by either of the Contracting Parties prior to the conclusion of this Agreement.

ARTICLE 9

9.1 The Government of the Republic of India hereby designates its Ministry of Commerce and the Government of the Federal Republic of Nigeria hereby designates its Federal Ministry of Commerce as their respective organs for the purpose of implementing this Agreement and other matters relating thereto.

9.2 Each Contracting Party shall have the right to designate any other appropriate body, organisation or Ministry for the purpose aforesaid.

ARTICLE 10

10.1 For the effective implementation of this Agreement the Contracting Parties agree to establish a Joint Committee which shall be composed of an equal number of representatives of the Contracting Parties.

10.2 It shall be the duty of the Committee:

- (a) to ensure the development of trade relations between the Contracting Parties and the achievement of a Balance of Trade;
- (b) to suggest measures for expanding trade relations and economic co-operation between the two countries;
- (c) to serve as a medium for the exchange of relevant information on (a) and (b) above;
- (d) to compare trade statistics on a yearly basis in order to assist in the reduction of any trade imbalance.

10.3 The Committee shall meet at least once in two years alternating between India and Nigeria to review the effective implementation of this Agreement.

ARTICLE 11

Subject to prior consultation between the Contracting Parties, this Agreement may be amended by exchange of letters through normal diplomatic channels. Such amendment shall form integral part of this Agreement.

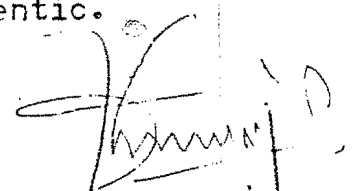
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ARTICLE 12

12.1 This Agreement shall come into force provisionally on the date of signature and definitively on the date of exchange of notes confirming that it has been approved in accordance with the constitutional procedures or laws and regulations of the Contracting Parties and shall remain in force for a period of three years.

12.2 This Agreement shall automatically extend for additional periods of three years thereafter, unless either Contracting Party notifies the other in writing of the intention to terminate the Agreement one hundred eighty days prior to its expiration.

12.3 In the event of termination of this Agreement, its provisions, and the provisions of any separate protocols, contracts or agreements made in respect thereof, shall continue to govern any unexpired and existing obligations or projects, assumed or commenced thereunder until they are fully discharged or executed as the case may be.

DONE at New Delhi this 27th day of January, 1983 in two originals in Hindi and English both texts being equally authentic.


(SHRI SHIVRAJ V. PATIL)
MINISTER OF COMMERCE
FOR THE GOVERNMENT OF THE
REPUBLIC OF INDIA.


(ALHAJI BELLO MAITAMA YUSUF)
FEDERAL MINISTER OF COMMERCE
FOR THE GOVERNMENT OF THE
FEDERAL REPUBLIC OF NIGERIA.