TRADE COOPERATION FRAMEWORK

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

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PREAMBLE

THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA (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 **Cooperation Framework** with one another to strengthen trade and economic cooperation;
Considering their mutual commitment to promote and expand trade and strengthen the economic relations between the two countries in accordance with their domestic Laws and Regulations of each country.

Have agreed as follows:

ARTICLE -1
UMBRELLA GENERAL 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.

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ARTICLE-2

TRADE FACILITATION

1. The Parties reiterate their commitments towards the WTO's Agreement on Trade Facilitation (TFA). Both Parties shall explore capacity building towards implementation of the TFA.

2. The Parties shall endeavour to address non-tariff barriers including disguised restrictions impeding trade between them,

3. In order to facilitate trade under this Framework, the Parties shall:

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

b) Facilitate, subject to their applicable laws and regulations:

i. The transit of goods originating from the territory of the other Party and destined to the territory of a third country;

ii. The transit of goods originating from the territory of a third country and destined to the territory of the other Party.

4. In so far as such measures are not applied in arbitrary or discriminatory manner, the provision of this Agreement Framework 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 Human, plants and animals health

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

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

ARTICLE-3

Standardisation

1. Both Parties shall cooperate on activities related to standardisation including sharing of experiences on standard setting, compliance with WTO obligations including the Code of Good Practise

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under the TBT Agreement, participation in meetings of standard setting bodies etc.

2. India shall explore technical assistance to be provided to Rwanda in the area of standardisation.

ARTICLE.-4

PROMOTING OF INTELLECTUAL PROPERTY RIGHTS

1. Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this Framework consistent with their respective laws, rules and regulations and multilateral agreements to which Parties are committed to. For the Purpose of this Framework, 'Intellectual Property', as provided in Article-1 of Framework Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of intellectual property that are the subject of sections 1 through 7 of Part-II of the TRIPS Framework Agreement.

2. Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this Framework will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publications, document and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo in not misused.

3. The Parties will mutually identify the information and documents to be treated as confidential to be exchanged pursuant to this Framework 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. All Confidential Information shall remain the exclusive property of the disclosing party. The Parties agree that this Framework and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

Notwithstanding the above sub-Article, the parties shall not require disclosing confidential information unless as required under law or as directed by a court of law.

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4. In case research is carried out slowly and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be slowly owned by the concerned party.
5. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties.
6. The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MOU to any third Party without prior written consent of the other party.
7. In case of research results obtained through joint activities under this Framework both Parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate Framework.

ARTICLE- 5
SETTLEMENT OF DISPUTES

a) Any dispute that may arise between the Parties on the interpretation or implementation of this Framework shall be settled amicably through diplomatic channels
c) The parties acknowledge that this Framework is a living, not binding document and gives rise to no legal implications.

ARTICLE 6

TRADE PROMOTION

For the purpose of this Framework and subject to their respective domestic laws and regulations in force, the Parties shall:

a) Encourage and facilitate visits seminars, and workshops by business persons and trade delegations;
b) Encourage participation in each other's international trade fairs and exhibitions

c) Undertake any joint studies on trade promotion.

2. The Parties shall, in accordance with the respective laws and regulations in force in each country, exempt the following

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goods from custom duties, taxes, and other charges upon their import for the purpose of holding trade fairs and exhibitions:

a) Goods of no commercial value to be displayed at fairs and exhibitions;

b) Samples and advertising materials of no commercial value;

c) Specialized tools and equipment which are not readily available locally for construction of stands provided that such tools and articles are re-exported;

d) 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- 7

COMPETENT AUTHORITIES

1. The authorities responsible for the implementation of this Framework and other matters relating to trade shall:

a) In the case of Republic of India, Be its Ministry of Commerce and Industry.

b) In the case of Republic of Rwanda Be its Ministry of Trade and Industry,

2. Each Party shall have the rights to designate at any time, any other appropriate Department of 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- 8

ESTABLISHMENT OF JOINT TRADE COMMITTEE

1. For the effective implementation of this Framework, the Parties shall establish a Joint Trade Committee consisting of designated representatives of the Parties. The Joint Trade Committee shall meet annually, alternately in the Republic of India and the Republic of Rwanda on a mutually agreed date.

2. Within the Framework, the Joint Trade Committee shall:

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a) suggest appropriate measures 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- 9

AMENDMENT

1. Either Party may, by written notice through the diplomatic channel, present to the other Party a request for amendment of this Framework.
2. The Parties shall notify each other any amendment of this Agreement. Such amendment shall enter into force from the date of its signature.

3. Any amendment of this Agreement Framework 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- 10

DURATION AND TERMINATION

1. This Framework shall come into force from the date of its signature.
2. This Framework 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 intentions for terminations of the Framework at least three months prior to the validity period of the Framework.
3. Either Party may denounce the Framework in writing or such denunciations shall take effect six months after a written communication to this effect is made to the Party through diplomatic channel.
4. The termination of this Framework shall not adversely affect or in way prejudice, any rights or obligations accrued to or incurred by

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virtue of the application of this Agreement prior to the effective date of such termination.

ARTICLE- 11

TERMINATIONOF PREVIOUS AGREEMENTS

a) As of the date of coming into force of this Framework, the previous agreement signed in June 13 1990 between the Government of the Republic of India and the Government of the Republic of Rwanda shall be terminated.

b) In the event of the termination of the Agreement signed in June 13 1990, its provisions shall continue to apply to contracts already concluded but not fully executed as on the date of the termination of the framework.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments have signed and sealed this Framework in two originals each in the English language, all texts being equally authentic.

Done at Kigali on this 23rd day of July 2018.

FOR AND BEHALF OF
THE GOVERNMENT OF THE
REPUBLIC OF INDIA

.....

Shri T.S. Tirumurti
Secretary (Economic Relations),
Ministry of External Affairs

FOR AND BEHALF OF
THE GOVERNMENT OF THE
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.....

Hon. Vincent Munyeshyaka
Minister of Trade and Industry

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