

**No. 13720**

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**BRAZIL  
and  
NIGERIA**

**Trade Agreement (with schedules). Signed at Lagos on 18  
November 1972**

*Authentic texts: Portuguese and English.*

*Registered by Brazil on 31 December 1974.*

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**BRÉSIL  
et  
NIGÉRIA**

**Accord commercial (avec listes). Signé à Lagos le 18 novem-  
bre 1972**

*Textes authentiques : portugais et anglais.*

*Enregistré par le Brésil le 31 décembre 1974.*

## TRADE AGREEMENT<sup>1</sup> BETWEEN THE FEDERAL MILITARY GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

The Federal Military Government of the Federal Republic of Nigeria and the Government of the Federative Republic of Brazil (hereinafter referred to as the "Contracting Parties"),

Moved by a desire to strengthen the economic and trade relations between both countries,

Agree as follows:

*Article I.* i. The Contracting Parties shall grant each other most-favoured-nation treatment in all matters affecting import and export trade.

ii. The provisions of this article shall, however, not apply to advantages, concessions and exemptions that each Contracting Party may grant to:

- a) adjacent countries in order to facilitate their frontier traffic;
- b) fellow member countries of a Customs Union, Free Trade Area or a Monetary Zone already established or which may be established;
- c) countries which have acceded or may accede to the protocol on trade concessions among developing countries subscribed according to the GATT provisions or by any other arrangement in derogation of article 1 of the General Agreement on Tariffs and Trade,<sup>2</sup> approved by the Contracting Parties of GATT.

*Article II.* i. The Contracting Parties shall grant, subject to and in accordance with the laws and regulations in force from time to time in either country, all possible facilities for the exports from and imports into their respective territories of the commodities mentioned in schedules "A" and "B" to this agreement.

ii. The commodities listed in schedules "A" and "B" are not exhaustive and are without prejudice to the right of the Contracting Parties to enter into business transactions in respect of commodities not forming part of either schedule.

iii. For the purpose of this agreement, goods will be considered to have originated from the territory of either of the Contracting Parties if the goods are produced or manufactured in that territory or if the finished goods have undergone the final or essential processing that have altered substantially their character or value in that territory.

*Article III.* The exchange of goods and commodities between the two countries shall, at all times during the continuance of this agreement, be subject to the laws and regulations relating to import and export in force in their respective countries.

*Article IV.* In order to facilitate the development of trade between the two countries, the Contracting Parties shall, subject to the laws and regulations in force

<sup>1</sup> Came into force on 24 January 1974, the date of the exchange of notes confirming that it has been approved in compliance with the constitutional procedures of the Contracting Parties, in accordance with article XI(1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 55, p. 187.

in both countries and on conditions agreed upon by the competent authorities of both Parties, allow on their territories the organization of trade fairs and exhibitions and shall grant each other the necessary facilities for the organization and operation of such fairs and exhibitions.

*Article V.* Each Contracting Party shall, in accordance with its laws and regulations, permit the import and export as well as exempt from payment of customs dues and other taxes:

- a) sample of goods and publicity materials dispatched from the territory of the other Contracting Party. Provided, however, that such samples are used for obtaining orders and publicity and are neither in commercial quantity nor intended for sale;
- b) goods, products and tools which are meant for display in trade fairs and exhibitions on condition that such materials shall not be sold, unless otherwise agreed by the Parties.

*Article VI.* i. The Contracting Parties agree to promote the preferential participation of Brazilian and Nigerian ships in the transportation of cargoes between the ports of both countries.

ii. The Contracting Parties shall take necessary measures in order to ensure that the transportation of cargoes generated by the trade, between Brazil and Nigeria shall be carried, as much as possible in equal parts in both directions of the traffic, in Brazilian and Nigerian ships, taking into due account the value of the freight revenues. By mutual agreement between the Contracting Parties, part of the traffic may be allocated to third flag ships the rest of the traffic being equitably divided between the two national flag ships, taking into account the traffic in each direction. Participation by third flag ships shall not exceed 20 per cent in each direction of the traffic.

iii. If the shipowners of either of the Contracting Parties do not have sufficient tonnage to operate in the traffic they shall be authorized to charter ships to ensure the carriage of their share of the traffic. For this purpose it is understood that ships chartered by Brazilian and Nigerian shipowners and operating in the traffic between the two countries shall be considered, respectively, as Brazilian and Nigerian flag ships.

iv. The two Contracting Parties shall instruct their shipowners to organize the traffic between the two countries and to agree among themselves, regularly, through bilateral contacts, the necessary measures to ensure the best rationalization of the traffic.

v. The preceding paragraphs shall not apply to the transportation of full bulk cargoes, which may be the subject of specific agreements.

vi. Each Contracting Party shall nominate and communicate to the other, the competent maritime authorities in its territory empowered to designate shipowners/shipping lines who/which shall operate the traffic between the countries under this agreement.

vii. Any of the Contracting Parties may request consultations between their respective maritime authorities to examine any problem which may arise in the traffic between the two countries. The consultations shall take place within 60 (sixty) days from the date of the request. Unless otherwise agreed the consultations shall take place in Brazil, in case the Nigerian maritime authorities request the meeting; and in Nigeria in case such a request is made by the Brazilian maritime authorities.

viii. The requests for consultation, as provided in the preceding paragraph, shall be made through normal diplomatic channels. The maritime authorities may communicate directly with each other, either by correspondence or through envoys, to deal with matters of minor importance that do not require formal consultations.

*Article VII.* i. All current payments between the two countries shall be effected in such freely convertible currencies as may be mutually agreed upon by the Contracting Parties.

ii. Such payments shall be effected according to the laws and foreign exchange control regulations from time to time in force in the territory of each Contracting Party.

*Article VIII.* i. At the request of one of them, the Contracting Parties shall consult each other on measures to promote closer economic and commercial co-operation between them and/or to solve any problems that may arise from the implementation or interpretation of this agreement.

ii. In order to promote efficiency and minimize fraud in the exportation and importation of goods between the two countries, the competent authorities of the Contracting Parties shall co-operate by the regular exchange of information and provision and certification of all necessary documents.

*Article IX.* The Contracting Parties will endeavour to expand, in a balanced way, their mutual trade in the light of the performance in the preceding years and the capacity of both countries to supply, on a competitive basis, the goods, products and services requested. Taking into account the actual state of trade between the two countries, the Contracting Parties shall:

- i. meet at least once a year to review their trade relations;
- ii. consider whenever appropriate the necessary measures to correct observed disequilibrium in their bilateral trade;
- iii. promote regular contacts between their respective appropriate agencies or companies;
- iv. consider ways and means of promoting the co-operation between their respective national oil and gas industries and study means to foster direct trade in petroleum between the two countries.

*Article X.* Nothing in this agreement shall be construed to derogate from any existing international obligations of either Contracting Party.

*Article XI.* i. This agreement shall enter into force on the date of exchange of notes confirming that it has been approved in accordance with the constitutional procedures of the Contracting Parties and shall so remain in force for a period of three years.

ii. Thereafter, the validity of this agreement shall automatically be renewed for a further period of two years unless notice to terminate the same is given in writing by one of the Contracting Parties ninety days before the expiration of its validity.

iii. Either Contracting Party may by written notice through normal diplomatic channels to the other Party request a revision of the agreement by mutual consent.

*Article XII.* The provisions of this agreement shall continue to be applied after its expiry to any existing and unexpired contract concluded in pursuance of the present Agreement.

DONE at Lagos on this 18th day of November 1972 in two originals one each in the English and Portuguese languages, both texts being equally authentic.

For the Government  
of the Federative Republic  
of Brazil:

MARIO GIBSON BARBOZA

For the Federal Military Government  
of the Federal Republic  
of Nigeria:

W. BRIGGS

SCHEDULE "A"

NIGERIAN PRODUCTS FOR EXPORTATION TO BRAZIL

1. Crude petroleum, petroleum products and gas
2. Oil seeds and nuts
3. Oil cakes
4. Hides and skins—raw and tanned
5. Palm Kernel, palm kernel oil, cake and meal
6. Palm Oil
7. Copra
8. Other oil seeds
9. Other vegetable oils
10. Other cake oils
11. Melon seeds
12. Rubber—crepe, sheets and lumps
13. Other tropical fruits—fresh and canned
14. Niger gutta
15. Bee Wax
16. Kola nuts
17. Kapok and Kapok seed
18. Rattan cane
19. Spices—peeled ginger, split ginger, chillies, red pepper
20. Other processed and semi-processed primary and agriculture goods
21. Ores and concentrates of base metals
22. Coal
23. Columbite, tantalite, lead and Zinc
24. Zircon, Thorium, Wolfram, Monazite, Limestone, Kaolin, Marble
25. Arts and crafts
26. Hand woven fabrics—Aso Oke, Akwete, Adire, Okene Asaba
27. Rugs and carpets
28. Tarpaulins and Tents
29. Cushions, Mattresses, Pillows and upholstering sheets
30. Rubber foam products
31. Glass Mosaic Tiles
32. Marble and Terrazzo Tiles
33. Wood furniture
34. Metal Window
35. Asbestos Pipes and Sheets
36. Galvanized Steel Sheets
37. Aluminium Utensils
38. Plastic goods
39. Wire netting
40. Electric fans and Steel Cabinets
41. Potash
42. Suit cases and Travel goods

43. Perfumes and Cosmetics
44. Candles, Sweets and Confectionery
45. Cinema films, printed matter, gramophone records (discs)
46. Other manufactures and semi-manufactures

## SCHEDULE "B"

## BRAZILIAN PRODUCTS FOR EXPORTATION TO NIGERIA

1. Refined sugar
2. Prepared or preserved by freezing fish and crustaceans
3. Fruit juices
4. Alcoholic beverages
5. Rice and maize
6. Starches of maize
7. Gluten and gluten flour
8. Petrochemical products including synthetic rubber
9. Rubber and articles thereof
10. Glues
11. Cellulose and derivatives
12. Pyrethrum extract
13. Carbon black
14. Alcohols and derivated
15. Menthol
16. Vitamins
17. Hormones
18. Caffeine and soluble coffee
19. Penicillin and streptomycin
20. Essential oils
21. Other pharmaceutical products
22. Chloranphenicol
23. Oxalic acid
24. Veneered panels and sheets for building
25. Wood pulp
26. Tobacco and manufactured tobacco
27. Raw ramie
28. Leathers and skins
29. Woven fabrics of cotton
30. Woven fabrics of jute
31. Other woven fabrics
32. Garments and shoes
33. Glass in tubes and sheets
34. Pig-iron and cast-iron in ingots
35. Ferro-manganese
36. Ferro-nickel
37. Other ferro-alloys
38. Iron and steel in ingots and plates
39. Iron and steels and articles thereof, including tools, parts and accessories for motor vehicles and motors
40. Electrical domestic appliances
41. Agricultural and road equipment, including vehicles and machines
42. Motor buses and other motor vehicles
43. Type-writing and calculating machines
44. Electrical cells

45. Tools and machines, electro mechanical tools
  46. Electronical condensators
  47. Tubes, valves and lamps for electrical equipment
  48. Furniture and part thereof
  49. Heavy electrical equipment
  50. Musical instruments
  51. Instruments and apparatus designed for dental practice
  52. Equipment for petroleum industry
  53. Data processing automatic machines
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