

**No. 18814**

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**BRAZIL  
and  
ZAIRE**

**Trade Agreement (with annexed lists). Signed at Brasília on  
28 February 1973**

*Authentic texts: Portuguese and French.  
Registered by Brazil on 14 May 1980.*

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**BRÉSIL  
et  
ZAÏRE**

**Accord commercial (avec listes annexées). Signé à Brasília le  
28 février 1973**

*Textes authentiques : portugais et français.  
Enregistré par le Brésil le 14 mai 1980.*

[TRANSLATION — TRADUCTION]

TRADE AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
FEDERATIVE REPUBLIC OF BRAZIL AND THE NATIONAL  
EXECUTIVE COUNCIL OF THE REPUBLIC OF ZAIRE

The Government of the Federative Republic of Brazil and the National Executive Council of the Republic of Zaire (hereinafter referred to as the "Contracting Parties"),

Desiring to consolidate the friendly relations existing between the two countries and to develop trade on the basis of equality and mutual advantage,

Recognizing that expansion of their trade will help to further their common objective of economic and social development, pursuant to article 2 of the General Convention on Economic, Trade, Technical, Scientific and Cultural Co-operation, signed at Kinshasa on 9 November 1972,<sup>2</sup>

Have agreed on a Trade Agreement on the following basis:

*Article I.* The two Contracting Parties undertake to facilitate and promote, by all appropriate means, the import and export, on a basis of reciprocity, of goods originating in and exported from the two countries. They undertake to grant each other as favourable treatment as possible.

*Article II.* The two Contracting Parties shall grant each other every facility for the export and import of goods originating in their respective territories and, in particular, for the goods included in schedules A and B annexed to this Agreement.

Schedule A consists of goods originating in and coming from the Republic of Zaire that may be exported to the Federative Republic of Brazil.

Schedule B consists of goods originating in and coming from the Federative Republic of Brazil that may be exported to the Republic of Zaire.

These schedules are indicative and non-restrictive in respect of the goods that may be traded between the Contracting Parties.

Merchandise trade shall be governed by the foreign trade regulations in force in the two countries.

In their economic and trade relations, the Contracting Parties undertake to comply strictly with the principles of non-discrimination and reciprocity.

*Article III.* The Contracting Parties shall make every effort to promote and apply the principle of trading directly between themselves, thus eliminating any third-party intermediary in their trade relations.

To this end, each Party shall undertake to facilitate contracts and communication for the other's business agents.

<sup>1</sup> Came into force on 19 June 1976 by the exchange of the instruments of ratification, which took place at Kinshasa, in accordance with article 10.

<sup>2</sup> See p. 305 of this volume.

*Article IV.* In order to promote trade between the two Contracting Parties, each of them may organize trade fairs and exhibitions in the other's territory in compliance with the respective laws and regulations in force.

*Article V.* Payments relating to the trade referred to in this Agreement shall be made in accordance with the provisions governing the exchange-control régime of each of the Contracting Parties.

Payments shall be made in convertible currencies.

*Article VI.* This Agreement cannot confer any right or impose any obligation that would run counter to general international conventions of which either of the Contracting Parties is or might become a signatory.

In particular, the provisions of this Agreement shall not apply to advantages, concessions or exemptions that each Contracting Party may grant to:

- Adjacent countries, for the purpose of facilitating frontier-zone trade;
- Countries with which they form a customs union or free-trade zones that are or may be established;
- Countries which have acceded to or may accede to the Protocol governing trade negotiations between developing countries undertaken through GATT, or to any other arrangement, in derogation from article I of the General Agreement on Tariffs and Trade<sup>1</sup>, approved by the Contracting Parties to GATT.

*Article VII.* The Contracting Parties agree to organize trade missions to survey their respective markets whenever necessary.

*Article VIII.* Products originating in and exported from one of the Contracting Parties may be re-exported to third countries by the other Party unless the competent authorities of the exporting country of origin impose express restrictions.

*Article IX.* A Joint Commission composed of the representatives of the Contracting Parties shall be responsible for ensuring the proper implementation of this Agreement.

This Commission, which shall meet at the request of either Contracting Party, may, *inter alia*, review the schedules of products annexed to this Agreement and propose to the two Governments any measures likely to improve trade relations between the two countries.

*Article X.* This Agreement shall be valid for a period of one year and shall enter into force on the date on which the instruments of ratification are exchanged.

It shall be renewable on a yearly basis by tacit extension for further periods of one year, unless one of the Contracting Parties notifies the other in writing, 90 days prior to expiration of the respective annual renewal period, of its intention to terminate the Agreement.

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<sup>1</sup> United Nations, *Treaty Series*, vol. 55, p. 187.

IN WITNESS WHEREOF the representatives of the Contracting Parties, duly authorized by their respective Governments, have signed this Agreement.

DONE at Brasília, on 28 February 1973, in duplicate in the Portuguese and French languages, both texts being equally authentic.

For the Government  
of the Federative Republic of Brazil:

[Signed]

MARIO GIBSON BARBOZA

For the National Executive Council  
of the Republic of Zaire:

[Signed]

NGUZA KARL I BOND

#### SCHEDULE A

ZAIRIAN GOODS WHICH MAY BE EXPORTED TO THE FEDERATIVE REPUBLIC OF BRAZIL

1. Timber (logs, sawn, veneered);
2. Robust coffee;
3. Copper (rolled and drawn);
4. Tyres;
5. Rubber (raw);
6. Manganese (ore);
7. Palm and palm-kernel oil;
8. Cassiterite;
9. Cobalt;
10. Rauwolfia (bark);
11. Fibres;
12. Copal;
13. Ivory;
14. Tobacco;
15. Exotic hides and leather;
16. Metallic ores.

#### SCHEDULE B

BRAZILIAN GOODS WHICH MAY BE EXPORTED TO THE REPUBLIC OF ZAIRE

1. Sugar, refined and unrefined;
2. Tobacco;
3. Soluble coffee;
4. Cocoa and cocoa products;
5. Vegetable oils;
6. Rice and maize;
7. Raw cotton;
8. Milk powder and dairy products;
9. Fresh and preserved foodstuffs;
10. Chilled, frozen and preserved meat;
11. Pedigree cattle for breeding;
12. Petrochemical products;
13. Rubber products, except tyres;

14. Lampblack;
  15. Menthol;
  16. Pharmaceutical products;
  17. Fabrics;
  18. Clothing;
  19. Footwear including sandals;
  20. Sports goods;
  21. Building materials;
  22. Glass in tubes and sheets;
  23. Musical instruments;
  24. Iron and steel products;
  25. Medical equipment;
  26. Dentists' instruments and equipment;
  27. Cutlery;
  28. Domestic electrical appliances;
  29. Agricultural and roadbuilding equipment, including vehicles and machinery;
  30. Mining industry equipment;
  31. Buses and other motor vehicles;
  32. Components and spare parts for motors and motor vehicles;
  33. Typewriters and calculators;
  34. Tools and machinery, electromechanical tools;
  35. Electronic products;
  36. Statistical and similar punched-card machines;
  37. Heavy electrical equipment;
  38. Shipyard products and port equipment;
  39. Teaching aids.
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