

No. 25641

**BELGIUM
and
ZAIRE**

**Maritime Agreement (with exchange of letters). Signed at
Kinshasa on 5 March 1981**

Authentic text: French.

Registered by Belgium on 2 February 1988.

**BELGIQUE
et
ZAÏRE**

**Accord maritime (avec échange de lettres). Signé à Kinshasa
le 5 mars 1981**

Texte authentique : français.

Enregistré par la Belgique le 2 février 1988.

[TRANSLATION — TRADUCTION]

MARITIME AGREEMENT¹ BETWEEN THE KINGDOM OF BELGIUM
AND THE REPUBLIC OF ZAIRE

The Government of the Kingdom of Belgium, on the one hand, and the Executive Council of the Republic of Zaire, on the other,

With a view to developing friendly relations between the two countries and harmoniously strengthening their co-operation in the field of maritime transport,

Desiring to contribute to the development of trade between the two Contracting Parties,

In accordance with the principles of equality and mutual advantage,

Have agreed as follows:

Article 1. For the purposes of this Agreement:

1. The term “ship of the Contracting Party” means any merchant vessel registered in the territory of that Party and flying its flag, in accordance with its laws.

This term shall not, however, include:

- (a) Warships;
- (b) Any other ship while in the service of the armed forces;
- (c) Ships performing non-commercial activities, such as hospital ships and ships used for scientific research.

2. The term “crew member of a ship” means the master and any person who is employed for duties on board during a voyage in the working or service of a ship and whose name is included in the crew list.

Article 2. The provisions of this Agreement shall not apply to activities and transport which are legally reserved by either of the Parties, in particular, to port services, towage, pilotage, sea fishing and inland navigation.

Article 3. 1. The Contracting Parties reaffirm their adherence to the principle of the freedom of maritime shipping and agree to refrain from any discriminatory action that might hinder the normal development of international navigation.

2. The Contracting Parties reaffirm their desire to co-operate in the field of maritime transport in the spirit of the Code of Conduct for Liner Conferences.

3. For the transport of goods of any kind traded between the two Parties by sea, whatever the port of loading or unloading, the system to be applied by the Contracting Parties to the ships operated by their respective national maritime companies shall be based on a 40-40-20 distribution of cargo in terms of value and volume.

Article 4. Without prejudice to its international commitments, each Contracting Party shall enjoy the sovereign traffic rights to which it is entitled under this Agreement.

Article 5. Each Contracting Party shall accord to ships of the other Party in its ports the same treatment as it accords to its own ships in respect of the levying of port dues and charges, access to ports, freedom of entry, stay and departure and the use of

¹ Came into force on 13 April 1987, the date of the last of the notifications (effected on 13 June 1983 and 13 April 1987) by which the Contracting Parties informed each other of the completion of their respective legal requirements, in accordance with article 18 (1).

the ports and all the facilities it provides for navigation and commercial operations, to ships and their crews, passengers and cargoes. This provision refers in particular to the allocation of berths and loading and unloading facilities.

Article 6. The Contracting Parties shall, as part of their laws and port regulations, take the necessary measures to reduce, as far as possible, the length of stay of ships in ports and to simplify the completion of administrative, customs and health formalities applicable in such ports.

As regards these formalities, the treatment accorded in a national port of either Contracting Party to any ship used by the shipping line of the other Contracting Party shall be the same as that reserved for ships used by the shipping line of the first Contracting Party.

Article 7. Each Contracting Party shall recognize the nationality of ships of the other Contracting Party on the basis of the documents on board those ships issued by the competent authorities of the other Contracting Party in accordance with its laws and regulations.

Article 8. Tonnage certificates and other ship's documents issued or recognized by one of the Contracting Parties shall also be recognized by the other Party. The ships of each Contracting Party provided with legally issued tonnage certificates shall be exempt from remeasurement in the ports of the other Party.

Article 9. Each Contracting Party shall recognize the seafarer's identity documents issued by the competent authorities of the other Contracting Party and shall grant to the bearers of such documents the rights provided for in articles 10 and 11, under the conditions set forth therein. Such documents shall be, in the case of the Kingdom of Belgium, the *Zeemansboek* or *Livret de marin* (seafarer's book) and, in the case of the Republic of Zaire, the *Livret de marin* (seafarer's book).

Article 10. Persons in possession of the identity documents referred to in article 9 of this Agreement, in their capacity as members of the crew of a ship of one Contracting Party, may, without a visa, disembark and stay in the port city while their ship is lying in the port of the other Contracting Party, provided that their names are included in the crew list submitted to the port authorities.

When they disembark and re-embark, such persons must satisfy the statutory controls.

Article 11. 1. Persons holding documents issued by a Contracting Party as referred to in article 9 shall, regardless of the means of transport used, be entitled to enter the territory of the other Contracting Party or to pass through that territory in order to rejoin their ship, transfer to another ship, return to their country or travel for any other purpose, subject to prior approval by the authorities of that other Contracting Party.

2. In all the cases referred to in paragraph 1, the identity documents must bear the visa of the other Contracting Party. The visas shall be issued as quickly as possible.

3. If a crew member holding an identity document referred to in paragraph 1 is put ashore in a port of the other Contracting Party for health or service reasons or for other reasons recognized as valid by the competent authorities of that Party, the said authorities shall provide the necessary permits for the person concerned to remain in their territory (in case of hospitalization) or to return to his country of origin or proceed to another port of embarkation, by any means of transport.

4. Persons holding the identity documents referred to in article 9 who are not nationals of one of the Contracting Parties shall be granted the necessary entry or transit visas required for the territory of the other Contracting Party, on condition that

readmission to the territory of the Contracting Party which issued the identity document is guaranteed.

Article 12. 1. Without prejudice to the provisions of articles 9 and 11, the provisions in force in the territory of the Contracting Parties concerning the entry, residence and departure of aliens shall remain applicable.

2. The Contracting Parties reserve the right to refuse admission to their respective territories to persons holding the aforesaid seafarer's identity documents, whom they regard as undesirable.

Article 13. 1. The judicial authorities of one Contracting Party may entertain civil proceedings concerning a contract of maritime service as a crew member of a ship of the other Contracting Party only with the consent of the competent diplomatic or consular official of the ship's flag State.

2. If a crew member of a ship of a Contracting Party commits an offence on board the ship while it is in the territorial waters of the other Contracting Party, the authorities of the State where the ship is situated shall not institute legal proceedings against him without the consent of a competent diplomatic or consular official of the ship's flag State, unless, in their opinion:

- (a) The consequences of the offence affect the territory of the State where the ship is situated; or
- (b) The offence is such as to disturb public order or safety; or
- (c) The offence constitutes a serious crime under the law of the State where the ship is situated; or
- (d) The offence was committed against a person who is not a crew member; or
- (e) The institution of proceedings is necessary for suppressing traffic in narcotic drugs.

3. The provisions of paragraph 2 of this article shall not affect the rights of the competent authorities in all matters relating to the application of laws and regulations concerning the admission of aliens, customs, public health or other measures of control relating to the safety of ships and ports, the protection of human life and the security of cargoes.

Article 14. Maritime shipping companies whose management headquarters are situated in one of the Contracting Parties shall not be taxable in the other Contracting Party in respect of profits and revenue accruing from the international operation of ships which they own or charter.

Article 15. Each Contracting Party shall accord the maritime shipping companies of the other Contracting Party the right either to use the revenue and other receipts realized in the territory of the first Contracting Party and resulting from maritime transport to make payments there or freely to transfer such revenues and receipts abroad.

Article 16. If a ship of one Contracting Party is wrecked, runs aground or sustains any other damage near the coast of the other Contracting Party, the competent authorities of that other Party shall render to the members of the crew and the passengers, and also to the ship and cargo, the same aid and assistance as to a ship flying its own flag.

Where a ship has been damaged, its cargo and the supplies on board shall be exempt from customs duties unless they are delivered for consumption or used on the spot.

Article 17. A Joint Commission, composed of representatives appointed by the competent authorities of the two countries, shall meet at the request of either of the Contracting Parties to consider any questions which may arise from the implementation of this Agreement.

The Joint Commission shall be empowered to submit to the Contracting Parties any recommendations it considers useful.

Article 18. 1. This Agreement shall enter into force once the Contracting Parties notify each other of the completion of the formalities required by their respective laws.

2. It shall remain in force for an indefinite period. It may, however, be denounced in writing at any time through the diplomatic channel on six months' notice.

IN WITNESS WHEREOF the undersigned, being duly authorized for this purpose, have signed this Agreement.

DONE at Kinshasa on 5 March 1981, in duplicate in the French language.

For the Republic of Zaire:

[Signed]

NGUZ A KARL I BOND
First State Commissioner

For the Kingdom of Belgium:

[Signed]

WILFRIED MARTENS
Prime Minister of Belgium

EXCHANGE OF LETTERS

I

Kinshasa, 5 March 1981

Sir,

I have the honour to refer to the discussions which have been held by the delegations of the Republic of Zaire and the Kingdom of Belgium regarding the conclusion of a maritime agreement between the Republic of Zaire and the Kingdom of Belgium.

It was agreed during these discussions that, pursuant to existing agreements between the Kingdom of Belgium and the Grand Duchy of Luxembourg, the provisions of the Maritime Agreement signed today at Kinshasa between the Republic of Zaire and the Kingdom of Belgium shall also be applicable to the Grand Duchy of Luxembourg.

This letter and the reply thereto shall form an integral part of the Agreement.

I should be grateful if you would confirm that the foregoing fully reflects the agreement reached.

Accept, Sir, etc.

WILFRIED MARTENS
Prime Minister of Belgium

Citizen Nguz a Karl i Bond
First State Commissioner of the Republic of Zaire
Kinshasa

II

REPUBLIC OF ZAIRE
POPULAR MOVEMENT FOR THE REVOLUTION
OFFICE OF THE FIRST STATE COMMISSIONER

Kinshasa, 5 March 1981

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

[See letter I]

I should like to confirm that the foregoing fully reflects the agreement reached.

Accept, Sir, etc.

[Signed]
NGUZ A KARL I BOND

Wilfried Martens
Prime Minister of the Kingdom of Belgium