

No. 27579

**BRAZIL
and
JORDAN**

**Trade Agreement (with annexes). Signed at Amman on
15 June 1989**

Authentic texts: Portuguese, Arabic and English.

Registered by Brazil on 8 October 1990.

**BRÉSIL
et
JORDANIE**

**Accord commercial (avec annexes). Signé à Amman le 15 juin
1989**

Textes authentiques : portugais, arabe et anglais.

Enregistré par le Brésil le 8 octobre 1990.

TRADE AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERN- MENT OF THE HASHEMITE KINGDOM OF JORDAN

The Government of the Federative Republic of Brazil

and

The Government of the Hashemite Kingdom of Jordan
(hereinafter referred to as the "Contracting Parties")

Desirous of consolidating the friendly relations which exist between the two countries and of developing and facilitating trade and economic relations on the basis of equality and mutual advantages;

Convinced that co-operation in trade is essential for achieving development objectives in their respective countries,

Have agreed as follows:

ARTICLE I

1. The Contracting Parties shall grant each other the most-favoured-nation treatment in all matters relating to goods originating in and supplied directly from the territory of the other Party. In particular, the most-favoured-nation treatment shall apply with respect to:

- a) customs duties and all other duties and taxes connected with the exportation and importation of goods;
- b) regulations and formalities;
- c) the issuance of export and import licences; and
- d) payment permits.

¹Came into force on 11 July 1990, the date fixed by an exchange of notes effected after the completion of the internal formalities, in accordance with article XV (1).

2. However the provisions of paragraph 1 of this Article shall not apply to:

- a) advantages, concessions and exemptions which either Contracting Party has granted or may grant to neighbouring countries in order to facilitate frontier traffic;
- b) has granted or may grant under a trade agreement or arrangement to associate member-countries of a Customs Union, Free Trade Area, Monetary Zone or Economic Community already established or which may be established;
- c) preferences accorded by either Contracting Party to the commodities and goods which are imported under aid programmes extended to that Party by any third country, corporation or association or any international organization and,
- d) preferences which the Hashemite Kingdom of Jordan has granted or may grant in the future to any of the Arab Countries.

ARTICLE II

1. During the period of the validity of this Agreement the Contracting Parties shall make efforts to increase the volume of trade between their two countries, taking into consideration the goods indicated in Annexes 'A' and 'B' of this Agreement.

2. However, the said Annexes 'A' and 'B' are only indicative, not exhaustive or limitative of the goods and commodities which may be exchanged by way of trade between the Contracting Parties and may be updated from time to time.

ARTICLE III

1. The Contracting Parties reserve the right to subject the importation of any goods to a certificate of origin issued by an organisation authorised for that purpose by the Government of the country of origin.

2. The Contracting Parties agree that the country of origin of goods traded between the two countries shall be established in accordance with the laws and regulations in force in the importing country.

ARTICLE IV

1. The exchange of goods and commodities between the Contracting Parties shall be effected in accordance with this Agreement and shall be subject to the import and export laws and regulations in force in their respective countries.

2. Commercial transactions under this Agreement shall be effected on the basis of contracts to be concluded between natural and juridical persons of the Federative Republic of Brazil on the one hand, and natural and juridical persons of the Hashemite Kingdom of Jordan, on the other hand. The natural and juridical persons referred to in this paragraph shall carry out their commercial transactions on their own responsibility.

ARTICLE V

The Contracting Parties shall, subject to the laws and regulations in force in their respective countries and on conditions agreed upon by the competent authorities of both Parties, permit the importation and exportation, free of customs duties, taxes and other similar levies or charges not related to the payment for services, of the following:

- a) samples of goods and publicity materials required for obtaining orders and for advertising purposes, which are not for sale and are of no commercial value;

- b) goods imported temporarily for experiments and research activities;
- c) goods imported temporarily for trade fairs and exhibitions;
- d) goods imported temporarily for repair and re-exportation; and
- e) goods originating in or from a third country and transported through the territory of one of the Contracting Parties and destined to the other Contracting Party.

ARTICLE VI

To facilitate and promote the development of trade and commercial transactions under this Agreement, the Contracting Parties agree:

- a) to allow the organisation of trade fairs and exhibitions in their respective countries in accordance with their laws and regulations; and
- b) to supply each other, on request, with all relevant information which may assist in the promotion of trade between the two countries.

ARTICLE VII

In order to facilitate transitory traffic of commercial goods under this Agreement, the Contracting Parties agree:

- a) to facilitate freedom of transit of goods originating from the territory of either of them and destined to a third party; and
- b) to facilitate freedom of transit of goods originating from a third party and destined to either of the Contracting Parties.

ARTICLE VIII

Both Contracting Parties shall take measures as may be deemed necessary to ensure that the prices for the goods and commodities to be exchanged under this Agreement shall be established on the basis of the world market prices. For the goods for which no world market prices can be established, competitive prices for similar goods of analogous quality shall apply.

ARTICLE IX

All payments between the Contracting Parties in pursuance of this Agreement shall be effected in any freely convertible currency through normal banking channels in accordance with the foreign exchange laws and regulations in force in their respective countries.

ARTICLE X

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

ARTICLE XI

1. The Government of the Federative Republic of Brazil hereby designates its Ministry of External Relations and the Government of the Hashemite Kingdom of Jordan hereby designates its Ministry of Industry and Trade as their respective competent authorities for the purposes of implementing this Agreement.

2. The Government of the Hashemite Kingdom of Jordan shall have the right to designate in writing at any time, any other appropriate body, organisation or Ministry in place of the one designated in the preceding paragraph.

ARTICLE XII

1. With the aim of securing the full and effective implementation of the provisions of this Agreement, a Joint Committee may be established consisting of representatives from both Contracting Parties.

2. The Joint Committee will meet, alternating between the capitals of both countries, at the request of either Contracting Party.

3. This Joint Committee will be able to recommend to both Governments all the measures it might deem necessary for the improvement of trade relations between both countries.

ARTICLE XIII

The Contracting Parties shall strive to settle through negotiation any problems, disputes or differences them arising from this Agreement.

ARTICLE XIV

Either Contracting Party may by written notice, through normal diplomatic channels, present to the other Party a request for modification or revision of this Agreement.

ARTICLE XV

1. This Agreement shall come into force on a date to be fixed by an exchange of notes, to be effected once internal formalities are completed.

2. Any modification or revision of this Agreement shall come into force in the same manner indicated in paragraph 1, above.

3. This Agreement shall remain in force for a period of three years and shall automatically be extended for additional two yearly periods, unless either of the Contracting Parties notifies the other in writing, by diplomatic channels, its intention to terminate it. The termination shall come into force six months after the date of the notification.

4. The termination of this Agreement shall not affect existing and unexpired contractual obligations concluded thereunder, unless the Contracting Parties agree otherwise.

Done at Amman , on this 15th day of June 1989, in three originals, each in the Portuguese, Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government
of the Federative Republic
of Brazil:

[Signed — Signé]¹

For the Government
of the Hashemite Kingdom
of Jordan:

[Signed — Signé]²

¹ Signed by Félix Batista de Faria — Signé par Félix Batista de Faria.

² Signed by Ziyad Annab — Signé par Ziyad Annab.

ANNEX A

INDICATIVE LIST OF GOODS ORIGINATED FROM THE HASHEMITE KINGDOM
OF JORDAN TO BE EXPORTED TO THE FEDERATIVE REPUBLIC OF BRAZIL*Items**Food Products:*

Vegetables and Fruits
Eggs
Vegetables oil (olive, corn, soyabean,
palm)
Shortenings and vegetables ghee
Margarine
Tomato juice and its concentrates
Frozen vegetables and canned foods
Tomato paste
Natural fruit juice
Natural fruit drinks
Concentrated natural fruit juice and fruit
drinks
Baking powder
Tehena and Halawa tehenia
Dry and moist yeast
Cigarettes
Potato and corn chips
Pasta (macaroni, spaghetti, lazagna)
Mineral water
Aerated drinks
Food salts
Cornflakes
Tobacco
Feed (fodders for poultry)
Baby food containing milk
Catchup (catsup)
Honey

Sweets:

Chewing Gum
Candies
Chocolate products
Biscuits (stuffed and unstuffed)
Jelly
Custard and cream products

Spirits:

Beer
Wine
Alcohol
Arak
Cognac
Whisky
Gin
Vodka

Cement:

Portland cement (grey and white cement)

Mining products:

Kaoline
Phosphate crude

Chemical fertilizers:

Potash (potash chloride)
Diammonium phosphate (DAP)
Mixed fertilizers (NPK as solution)

*Disinfectants and Insecticides**Chemical products and Cosmetics:*

Lubrication oil
Aluminium fluoride
Sodium hypochlorate
Phosphoric acid
Paint solvents
Chemical detergents, washing organic de-
tergents, laundry detergents
Gums and adhesive matters
Various soaps
Polymerization products
Oxygen
Acetylene
Nitrous oxide
Sulfuric acid
Calcium carbonate
Disinfectants

Stationary and paper products:

Computer paper and electronic digital pa-
per
Printed packaging materials
School copy books
Ball-pens
Duplex carton packages
Packing Tape
Envelopes
Hygienic and toilet paper
Tobacco paper
Paper sack
Card board (semi kraft, fild base, chip
board, testliner, fluting)
Corrogated carton

Pharmaceuticals and cosmetics:

Human pharmaceuticals
 Veterinary pharmaceuticals
 Shaving or tooth pastes
 Babies powder
 Cosmetics
 Vaccines and serums
 Syringes
 Gellatine capsules
 Plastic boxes for preserving medicines
 Semi-medical products for head, face and hands

Fabrics and ready-made clothes:

Worsted Mills
 Wool textiles
 Cotton and mixed threads
 A. Sewing and decoration threads
 B. Industrial threads for weaving
 Tricot
 Internal and external clothes
 Woollen synthetic and industrial fabrics
 Head covers (koffias)
 Socks
 Bedspreads and towels
 Carpets, rugs
 Woollen and industrial blankets
 Covers, pillows, linen
 Wide and rolled rubber
 Non-woven fabrics

Plastic products:

Plastic granules
 Water pipes and hoses
 Drip irrigation pipes
 Plastic rolls
 Tubes, cans and electrical accessories
 House utensils and mellamin
 Plastic shutters
 Plastic sacks
 Polystyrene (sheets, boxes, sacks)
 Bottle lids
 Plastic straws
 Baby pants
 Cells plates (sponge)
 Plastic agricultural covers
 Plastic sanitary wares
 Plastic doors
 Plastic mats
 Plastic ropes and threads
 Plastic shoes
 Plastic heels
 Brushes and brooms
 Medical containers and syringes

House utensils:

Gas ovens and cookers
 Cooking ovens
 Washing machines
 Steel wool
 Refrigerators and refrigeration instruments
 Aluminium ladders
 Electrical heaters
 Solar heaters
 Baby dollies
 Aluminium utensils
 Pots and frying pans (Tefal)
 T.V. antennas
 Oil stoves
 Kitchen and bathroom batteries

Car spare parts:

Cars filters
 Liquid batteries

Capital goods and machineries:

Crushers, screens and Shufflers for cement and sand
 Carpentry and aluminium utensils
 Aluminium profiles

Building materials:

Marble
 Tile
 Glass fixing pastes
 Processes wood
 Wooden shutters
 Ready-made wooden doors
 Rock wool
 Marble kitchen basins and table surfaces
 Sand brick
 Ceramic tile
 Ceramic sanitary wares
 Glass sheets
 Iron pipes
 Structures and their equipment
 Steel scaffolds
 Door and window handles
 Steel reservoirs and tanks
 Tin containers
 Barbed wires
 Iron bars
 Nails
 House central heating radiators
 Steel iron sanitary wares
 Electrical wires and cables
 Prefabricated buildings and building materials

Structures chemicals (for coating) and cement mixtures

Tapes

Batteries

Iron mesh for building

Fluorescent transformers

Electrical bells

Steel mesh

Leather products:

Tanned hides

Ladies bags

Leather shoes

Sport shoes

Leather and plastic sole

Artificial leather

Leather bags and belts

Ribbon and carriers for bags

Suitcases and bags accessories

Furniture:

Wooden and steel furniture

Chairs

Shelves and metal cupboards (for files keeping)

Matches:

Matches

Hand-crafts:

Oriental souvenirs and mother-of-pearls

Lusters wares

Plastic spectacles frames

Golden chains and jewelry

ANNEX B

INDICATIVE LIST OF GOODS ORIGINATING FROM THE FEDERATIVE REPUBLIC
OF BRAZIL TO BE EXPORTED TO THE HASHEMITE KINGDOM OF JORDAN*Items:*

Live Animals	Automobiles and their spare parts
Meat and meat products	Tractors and buses
Dairy produce	Tractors and road building machinery
Fish, crustaceans and molluscs, and their products	Tractors and implements for agriculture
Cereals, products of the milling industry, and preparations of cereals	Railway wagons and parts
Fruit and vegetables	Paper and paperboard and articles of paper and paperboard
Sugar and sugar products	Textile yarns, textiles, etc.
Coffee, tea, mate, cocoa and cocoa preparations and spices	Articles of mineral substances, non-metallic
Animal fodder	Iron and steel
Extracts, essences or concentrates of coffee, tea or mate	Non-ferrous metals
Sauces, mixed condiments and mixed seasonings	Articles of Metallic substances
Soups and broths	Machinery, not electrically powered
Beverages, spirits and tobacco	Machinery, electrically powered
Oil seeds	Transport equipment
Natural or synthetic rubber	Furniture
Wooden railway sleepers	Clothing
Paper-making material	Scientific instruments and apparatus
Textile fibres	Writing ink, printing ink and other inks
Metallic ores and slag	Candles, tapers, night-lights and the like
Mineral fuels	Ferro-cerium and other pyrophoric alloys
Petroleum oils and related products	Umbrellas, sunshades, walking-sticks, whips and parts thereof
Animal and vegetable oils and fats	Precious and semi-precious stones
Fixed vegetable oils and fats	Office equipment
Animal and vegetable oils, processed	Aeroplanes
Chemical elements and their components	Parachutes and parts thereof
Rubber products including tyres	Orthopaedic appliances
	Musical instruments
	Toys, games and sports requisites