



TRADE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE

REPUBLIC OF ZIMBABWE

AND

THE GOVERNMENT OF THE

REPUBLIC

OF NAMIBIA



The Government of the Republic of Zimbabwe and the Government of the Republic of Namibia, hereinafter referred to as “the Contracting Parties”,

RECOGNISING that trade between their respective countries should be as free and uninterrupted as possible,

DESIROUS of continuing and improving the existing trading relations between them on a basis of equality and mutual benefit,

AGREE AS FOLLOWS:

ARTICLE I

1. Goods grown, produced or manufactured in the territory of either Contracting Party may be imported into the territory of the other free of customs duty.
2. For the purpose of clause 1 of this Article, customs duty includes surcharge as levied in Namibia on imported goods and surtax as levied in Zimbabwe on imported goods, but does not include sales tax as levied both on internal transactions and on imported goods in each country.



3. To qualify for such duty free treatment, the goods shall be accompanied by a certificate of origin issued in accordance with Article II hereof by a body authorized by the country of origin.

ARTICLE II

For the purpose of this Agreement:

- a) The following categories of goods shall be considered as grown or produced in the territory of a contracting Party:
 - i) mineral products extracted from its soil;
 - ii) vegetable products harvested or gathered therein;
 - iii) live animals born and raised therein;
 - iv) products obtained therein from live animals;
 - v) forest products harvested therein;
 - vi) fish and other marine products gathered therein or from its marine economic zone; and
 - vii) products obtained therein exclusively from products specified in (i) to (vi) above.
- b) Goods shall be considered as manufactured in the territory of a Contracting Party if they qualify under the Rules of Origin contained in the Annexure "A", attached hereto, with forms part of this Agreement.



ARTICLE III

1. a) A party may impose anti-dumping duties on goods produced in the country of the other Party.
 - b) A Party may impose countervailing duties to offset subsidies granted directly or indirectly in respect of goods imported from the other country.
 - c) A Party, when requested by the other Party to assist in the investigation of dumping, shall provide all possible assistance in such investigation.
2. If an excise duty or similar tax applicable to goods which are or may be produced in the country of a Contracting Party is in force when this Agreement comes into force, or is subsequently introduced or increased, that Party may simultaneously levy on similar goods produced in the country of the other Party, which are imported into its territory, a duty equivalent to such excise duty or similar tax.

ARTICLE IV

1. The Contracting Parties agree that trade between the two countries shall be conducted through authorized ports of entry and exit.



2. The Contracting Parties shall use their best endeavours to prevent all movement between their two countries of goods, the import or export of which is contrary to the relevant laws and regulations in force in either country, as well as the movement of goods inclined to bypass established entry points.

ARTICLE V

1. The trade in goods and services between the territories of the Contracting Parties shall, under this Agreement, be subject to the laws and regulations relating to import and export in force from time to time 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 Republic of Zimbabwe on the one hand and natural and juridical persons, referred to in this sub-clause, shall carry out their commercial transactions in their own capacities.



ARTICLE VI

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 import and export, 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 only 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 the purpose of trade fairs and exhibitions;
- d) goods imported temporarily for effecting repairs and which are re-exported; and
- e) goods originating in or from a third country and transported through the country of one of the Contracting Parties destined for the country of the other Contracting Party.



ARTICLE VII

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

- a) to allow the organization of trade fairs and exhibitions in their respective countries in accordance with their laws and regulations;
- b) to furnish each other, on request, with all necessary information concerning the possibilities of supplying goods originating from their respective countries.

ARTICLE VIII

The Contracting Parties agree to facilitate, in accordance with their respective laws and regulations, freedom of transit through their territories of goods originating from:

- a) the countries of either of them and destined for a third country;
- b) the country of a third party and destined for the country of either of them;

Provided that such transit or movement of goods complies with the laws and regulations in force.



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

The Contracting Parties, having regard to the objectives of this Agreement and recognizing that difficulties or problems may arise as a result of the operation of the Agreement, agree that:

- a) a Contracting Party which proposes to take action in terms of the provisions of this Agreement, likely to impair trade in goods in which the other Contracting Party has substantial interest, shall consult with the other Contracting Party prior to taking such proposed action and, after having considered any representations made by the other Contracting Party, may impose such measures as it deems necessary. Consultations envisaged in this paragraph shall be conducted within a reasonable period of time and through diplomatic channels;



- b) in critical circumstances, where delay would cause damage which it would be difficult to repair, action under paragraph (a) of this Article may be taken provisionally, without prior consultation, on the condition that consultation shall be effected immediately after such action.

ARTICLE XI

1. With the aim of securing the full and effective implementation of the provisions of this Agreement, a Joint Trade Commission shall be established consisting of representatives from both Contracting parties.
2. The Joint Trade Commission shall meet at least once every six (6) months alternating between the capitals of both countries, at the request of either of the Contracting Parties.
3. The Joint Trade Commission will be able to recommend to the Contracting parties any measures it might deem necessary or desirable for the improvement of trade between the two countries.



4. In particular, the Joint Trade Commission will consider ways of reducing non-tariff barriers to trade, including the progressive elimination of import licensing on mutually agreed lists of goods and the progressive elimination of foreign exchange restrictions on trade between the two countries.
5. The Joint Trade Commission will also review the Rules of Origin in Annexure “A” to this Agreement and propose to the Contracting Parties any improvements or modifications considered desirable.
6. Conclusions and recommendations of the Joint Trade Commission shall be reached or made by mutual agreement of the representatives of the two sides.

ARTICLE XII

1. The Government of the Republic of Zimbabwe hereby designates its Ministry of Industry and Commerce and the Government of the Republic of Namibia hereby designates its Ministry of Trade and Industry, as their respective organs for the purpose of implementing this Agreement and other matters related thereto.
2. Each Contracting party shall have the right to designate in writing, at any time, any other appropriate body, organization or Ministry in place of the one already designated.



ARTICLE XIII

1. This Agreement shall come into force on a date to be fixed by an exchange of diplomatic notes indicating that each Party has complied with its constitutional requirements and shall remain in force for a period of five(5) years thereafter. It shall be automatically extended for additional periods of two (2) years each.
2. This Agreement, or any extended period thereof, may be terminated by either Party upon six (6) months' written notice.
3. At the termination of this Agreement, its provisions and the provisions of any separate contracts or agreements made in respect thereof shall continue to govern any unexpired and existing obligations assumed or commenced thereunder until they are fully executed.

DONE at on this..... day of1992
in two originals in the English language, both texts being equally authentic.

.....
HON C. USHEWOKUNZE
MINISTER OF INDUSTRY AND
COMMERCE
FOR AND ON BEHALF OF THE
GOVERNMENT OF THE
REPUBLIC OF ZIMBABWE

.....
HON B. AMATHILA
MINISTER OF TRADE AND
INDUSTRY
FOR AND ON BEHALF OF THE
GOVERNMENT OF THE
REPUBLIC OF NAMIBIA