

GENERAL AGREEMENT ON TARIFFS AND TRADE

RESTRICTED

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GHANA-UPPER VOLTA TRADE AGREEMENT

Text of Agreement Signed on 28 June 1961

The Government of Ghana has furnished the text, reproduced below, of the Trade Agreement concluded with the Republic of Upper Volta for the information of the contracting parties. At the meeting of the Committee on Balance-of-Payments Restrictions on 9 May, the representative of Ghana stated that "this agreement in effect establishes a free-trade area between Ghana and the Upper Volta since, by the implementation of this agreement, customs barriers between Ghana and the Upper Volta have been abolished and goods moving between the two countries are admitted free of duty. Moreover, the Government of Ghana has agreed to reimburse the Upper Volta Government for Ghana import duties collected on foreign goods imported into Ghana and which are subsequently re-exported to the Upper Volta. The Government of Ghana intends to submit this agreement to the CONTRACTING PARTIES at their next session for examination."

TRADE AGREEMENT BETWEEN THE REPUBLIC OF GHANA AND THE REPUBLIC OF UPPER VOLTA

The Government of the Republic of Ghana and the Government of the Republic of Upper Volta being desirous of expanding and strengthening economic and trade relations between both countries in view of the brotherly relations between African States and with regard to the special relationship between Ghana and Upper Volta on the basis of equality and mutual benefit have decided to conclude a Trade Agreement and have agreed as follows:

ARTICLE 1.

In order to promote and facilitate trade between the Republic of Ghana and the Republic of Upper Volta both Contracting Parties will grant reciprocally the most-favoured nation treatment in respect of all matters relating to trade between the two countries.

The provisions of this Article shall not, however, apply to:

- (a) Goods imported from Ghana but originating in other countries which did not enjoy most-favoured nation treatment in the Republic of Upper Volta or to goods originating in other countries which do not enjoy most-favoured nation treatment in Ghana except by the prior consent in writing of both Contracting parties;

- (b) advantages accorded by either Contracting Party to contiguous countries for the purpose of facilitating frontier traffic;
- (c) advantages resulting from a customs union to which either Contracting Party may be or become party.

ARTICLE 2.

Both Contracting Parties shall support and facilitate within the scope of their internal laws and regulations the widest possible exchange of goods between the two countries as exemplified by the goods listed in the Schedule "A" and "B" attached to this Agreement and other goods not specifically mentioned or added hereto under Article 2.

For this purpose both Contracting Parties undertake within the scope of their internal laws and regulations to issue import and export licences as need be and facilitate the exchange of goods in accordance with the provisions of this Agreement.

ARTICLE 3.

The contracts within the framework of this Agreement shall be concluded between the Ghana legal bodies or individual persons on the one hand and the Upper Volta Foreign Trade Corporation and independent legal bodies or other independent legal persons authorised by the Upper Volta laws to conduct Foreign Trade on the other hand.

ARTICLE 4.

Both Contracting Parties within the scope of their internal laws and regulations shall exempt from import duty and charges levied within their territories samples of goods of all kinds originating in the territory of the other Contracting Party if they are of small value, provided that they are used as samples for obtaining orders for respective goods and are not intended for trade.

Subject to the existing Customs Laws concerning temporary importation and exportation the Contracting Parties shall grant temporary exemption from customs duty and other charges.

ARTICLE 5.

Any local product or any locally manufactured articles originating from either of the Contracting Parties, should cross the frontiers of both States freely and should not be subject to any duty at the point of entry but should be subject to any conditions imposed by the competent authority of each of the two Contracting Parties.

ARTICLE 6.

Both Contracting Parties have agreed that the goods purchased in the Republic of Ghana by the Republic of Upper Volta Foreign Trade Corporations and the goods purchased in the Republic of Upper Volta by Ghanaian firms or organisations cannot be re-exported to a third country except with the prior approval in writing of the respective Contracting Parties. Such approval may only be given by the Minister responsible for Commerce on behalf of the Government of Ghana or the competent Upper Volta Authority.

Both Contracting Parties have agreed not to re-export goods to each other originating from a third country without prior approval of both parties. This approval shall not be unreasonably withheld.

ARTICLE 7.

Both Contracting Parties will make every effort to establish the prices of the goods delivered under this Agreement on the basis of world price i.e the prices on the main world markets of corresponding goods.

ARTICLE 8.

The Republic of Ghana shall accord the most-favoured nation treatment to the Republic of Upper Volta's merchant vessels and to the cargo of such vessels in its ports and internal and territorial waters.

ARTICLE 9.

The Contracting Parties will promote by all the means available to them the development of transit trade through their countries which may be of interest for both countries, in accordance with the laws, regulations and rules existing in their countries in respect of goods in transit. No import duties will be charged on transit goods from the country of one Contracting Party to the other.

ARTICLE 10.

In order to promote trade between the two countries, both Contracting Parties may organise in either country Trade Fairs and Exhibitions.

ARTICLE 11.

All payments resulting from contract and transactions concluded under the present Agreement shall be effected in transferable pounds sterling or in any other convertible currency approved by the Contracting Parties.

ARTICLE 12.

A Commission consisting of representations of both Contracting Parties shall be established. Its main task shall be to supervise the implementation of the present Agreement and suggest modification and supplementation of the schedules hereto. The Commission should meet on the request of either of the Contracting Parties in the shortest time possible either in Accra or in Ouagadougou as may be mutually agreed.

ARTICLE 13.

Both Contracting Parties have agreed to consult whenever necessary upon the request of one of the Contracting Parties to carry out measures necessary for the expansion of mutual trade or to remove any difficulties that may arise in connection with the implementation of this Agreement.

ARTICLE 14.

The Provisions of this Agreement will continue to be applied after its expiry to all contracts which have been concluded but not fully executed prior to its expiry.

ARTICLE 15.

Nothing in this Agreement shall be construed to derogate from any obligations of either of the two Governments under any international treaty or agreement entered into before the signing of this Agreement.

ARTICLE 16.

This Agreement shall be valid for one year and shall thereafter be automatically renewed from one year to another unless notice to terminate it is given by one party to the other at least three months before the end of the year or any such year.

This Agreement shall come into force on the day of the Exchange of Notes confirming that this Agreement has been approved in accordance with the constitutional procedure of the Contracting Parties.

Done at Accra on the 28th day of June, 1961, in two originals in the English and French languages both texts being equally authentic.

Sd/- F.K. Dra Goka, Minister of
Finance

Tawia Adamafio, Minister for
Presidential Affairs

For the Government of the Republic
of Ghana

Sd/- René Bassinga, Minister of
Finance

François Bouda, Minister of
Commerce

For the Government of the Republic
of Upper Volta

SCHEDULE "A"

Ghana will export to Upper Volta the following:

1. Cement
2. Timber
3. Textiles
4. Flour
5. Sugar and Molasses etc.
6. Iron Rods
7. Aluminium sheets and other building materials
8. Matches
9. Fruits
10. Palm Products
11. Provisions
12. Alcohol, Spirits and other alcoholic beverages
13. Cocoa and its by-products
14. Mineral Waters
15. Coffee
16. Other Agricultural or Industrial Products and Handicrafts
17. Soap

SCHEDULE "B"

Upper Volta will export to Ghana the following:

1. Fish
2. Meat
3. Rice
4. Cotton and other agricultural or industrial products and handicrafts
5. Live-stock e.g. cattle, sheep, horses, goats, pigs, etc.
6. Edible oil