PROTOCOLS

1964-67 TRADE CONFERENCE

FINAL ACT

1. The CONTRACTING PARTIES to the General Agreement on Tariffs and Trade (hereinafter referred to as "the General Agreement") decided on 21 May 1963[1] to arrange for a trade conference to convene on 4 May 1964.

2. The negotiations at that conference, which opened at Geneva on that date and were concluded on 30 June 1967, included:

(*a*) negotiations, pursuant to Article XXVIII *bis* and other relevant provisions of the General Agreement, between contracting parties and between contracting parties and the European Economic Community, on tariffs and on non-tariff barriers with respect to both industrial and agricultural products;

(*b*) negotiations, pursuant to paragraph 6 of Article XXIV of the General Agreement between the governments of the member States of the European Coal and Steel Community and other contracting parties;

(*c*) negotiations, pursuant to Article XXXIII, directed towards the accession of governments to the General Agreement.

3. As a result of these negotiations the following instruments have been prepared:

(*a*) Geneva (1967) Protocol to the General Agreement on Tariffs and Trade;

(*b*) Agreement relating principally to Chemicals, supplementary to the Geneva (1967) Protocol to the General Agreement on Tariffs and Trade;

(*c*) Memorandum of Agreement on Basic Elements for the Negotiation of a World Grains Arrangement;

(d) Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade;

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[1] BISD, Twelfth Supplement, page 36.

(*e*) Protocol for the Accession of Argentina to the General Agreement on Tariffs and Trade;

(*f*) Protocol for the Accession of Iceland to the General Agreement on Tariffs and Trade;

(*g*) Protocol for the Accession of Ireland to the General Agreement on Tariffs and Trade, and

(*h*) Protocol for the Accession of Poland to the General Agreement on Tariffs and Trade.

4. The texts of these instruments are annexed hereto and are hereby authenticated. The signature of this Final Act evidences the intention of each signatory to take, subject to its constitutional procedures, such steps as are considered appropriate to give effect to those instruments in the negotiation of which it has participated.

Done at Geneva this thirtieth day of June one thousand nine hundred and sixty-seven, in a single copy in the English and French languages, both texts being authentic.

GENEVA (1967) PROTOCOL TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE[1]

The contracting parties to the General Agreement on Tariffs and Trade and the European Economic Community which participated in the 1964-67 Trade Conference (hereinafter referred to as "participants"),

Having carried out negotiations pursuant to paragraph 6 of Article XXIV, Article XXVIII *bis*, Article XXXIII and other relevant provisions of the General Agreement on Tariffs and Trade (hereinafter referred to as "the General Agreement"),

Have, through their representatives, agreed as follows:

I - *Provisions Relating to Schedules*

1. The schedule annexed[2] to this Protocol relating to a participant shall become a Schedule to the General Agreement relating to that participant on the day on which this Protocol enters into force for it pursuant to paragraph 6.

2. Each participant shall ensure that, in so far as any rate specified in the column of its schedule setting out the concession rate (hereinafter referred to as the "final rate") does not become effective on 1 January 1968, each

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[1] The Protocol entered into force on 1 January 1968.

[2] See page 8 for a list of the Schedules annexed.

final rate shall become effective not later than 1 January 1972. Within the period of 1 January 1968 to 1 January 1972 a participant shall make rate reductions in amounts not less than and on dates not later than those laid down in one of the following sub-paragraphs, except as may be otherwise clearly provided for in its schedule:

(*a*) A participant which begins rate reductions on 1 January 1968 shall make effective one fifth of the total reduction to the final rate on that date and four fifths of the total reduction in four equal instalments on 1 January of 1969, 1970, 1971 and 1972.

(*b*) A participant which begins rate reductions on 1 July 1968, or on a date between 1 January and 1 July 1968, shall make effective two fifths of the total reduction to the final rate on that date and three fifths of the total reduction in three equal instalments on 1 January of 1970, 1971 and 1972.

3. Any participant, after the schedule relating to it annexed to this Protocol has become a Schedule to the General Agreement pursuant to the provisions of paragraph 1 of this Protocol, shall be free at any time to withhold or to withdraw in whole or in part the concession in such schedule with respect to any product in which a participant or a government having negotiated for accession during the 1964-67 Trade Conference (hereinafter referred to as an "acceding government"), but the schedule of which annexed to this Protocol or to the protocol for the accession of the acceding government has not yet become a Schedule to the General Agreement, has a principal supplying interest; provided that:

(*a*) Written notice of any such withholding of a concession shall be given to the CONTRACTING PARTIES within thirty days after the date of such withholding.

(*b*) Written notice of intention to make any such withdrawal of a concession shall be given to the CONTRACTING PARTIES at least thirty days before the date of such intended withdrawal.

(*c*) Consultations shall be held upon request, with any participant or any acceding government, the relevant schedule relating to which has become a Schedule to the General Agreement and which has a substantial interest in the product involved.

(*d*) Any concession so withheld or withdrawn shall be applied on and after the day on which the schedule of the participant or the acceding government which has the principal supplying interest becomes a Schedule to the General Agreement.

4. (*a*) In each case in which paragraph 1 (*b*) and (*c*) of Article II of the General Agreement refers to the date of that Agreement, the applicable date in respect of each product which is the subject of a concession provided for

in a schedule annexed to this Protocol shall be the date of this Protocol, but without prejudice to any obligations in effect on that date.

(*b*) For the purpose of the reference in paragraph 6 (*a*) of Article II of the General Agreement to the date of that Agreement, the applicable date in respect of a schedule annexed to this Protocol shall be the date of this Protocol.

II - *Final Provisions*

5. (*a*) This Protocol shall be open for acceptance by participants, by signature or otherwise, until 30 June 1968.

(*b*) The period during which this Protocol may be accepted by a participant may be extended, but not beyond 31 December 1968, by a decision of the Council of Representatives. Such decision shall lay down the rules and conditions for the implementation of the schedule annexed to this Protocol relating to that participant.

6. This Protocol shall enter into force on 1 January 1968 for those participants which have accepted it before 1 December 1967, and for participants accepting after that date it shall enter into force on the dates of acceptance, provided that not later than 1 December 1967 the participants which have accepted or are then prepared to accept this Protocol shall consider whether they constitute a sufficient number of participants to justify the beginning of rate reductions according to paragraph 2, and if they consider that they do not constitute a sufficient number they shall so notify the Director-General who shall request all participants to review the situation with a view to securing the greatest possible number of acceptances at thee arliest practicable date.

7. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES who shall promptly furnish a certified copy thereof and a notification of each acceptance thereof, pursuant to paragraph 5 above, to each contracting party to the General Agreement and to the European Economic Community.

8. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.

Done at Geneva this thirtieth day of June one thousand nine hundred and sixty-seven, in a single copy, in the English and French languages, except as otherwise specified with respect to the schedules annexed hereto, both texts being authentic.

Schedules annexed

AGREEMENT RELATING PRINCIPALLY TO CHEMICALS, SUPPLEMENTARY TO THE GENEVA (1967) PROTOCOL TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE[1]

The Governments of the Kingdom of Belgium (hereinafter referred to as Belgium), the French Republic (hereinafter referred to as France), the Italian Republic (hereinafter referred to as Italy), the Swiss Confederation (hereinafter referred to as Switzerland), the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the United Kingdom), the United States of America (hereinafter referred to as the United States), and the European Economic Community,

Being desirous of exchanging further tariff and other concessions under the General Agreement on Tariffs and Trade (hereinafter referred to as the General Agreement) additional to those under the Geneva (1967) Protocol to the General Agreement (hereinafter referred to as the Protocol), principally with respect to chemicals,

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[1] See page 17 for a list of the Appendices to the Agreement.

Have, through their representatives, agreed as follows:

PART I - GENERAL

Article 1 - Conditions of Entry into Force

(a) *Elimination of American Selling Price system*. In order that the United States may obtain the benefits of the tariff concessions on chemicals and other articles and the concessions on non-tariff barriers, provided for in Parts III, IV and V of this Agreement, additional to the concessions it will obtain under the Protocol, the President of the United States undertakes to use his best efforts to obtain promptly such legislation as is necessary to enable the United States to eliminate the American Selling Price system of valuation, as provided in Part II of this Agreement, and to give effect to the other provisions of that Part.

(b) *Entry into force*. This Agreement shall enter into force for all the parties hereto on the first day of the first calendar quarter which is at least thirty days after the day on which the United States has notified the Director-General of the General Agreement, in writing, that such legislation has been enacted: *Provided*, that this Agreement shall enter into force no earlier than the day on which Schedule XX to the Protocol becomes a Schedule to the General Agreement, nor any later than 1 January 1969, unless otherwise agreed by all the parties hereto.

PART II - UNITED STATES

Sub-Part A - Chemicals

Article 2 - Elimination of American Selling Price System

(a) *Explanation*.[1] This Article provides for the elimination of the American Selling Price system of valuation (see Sections 402 (*e*) and 402a (*g*) of the Tariff Act of 1930 (19 U.S.C. (1964), 1401a (*e*) and 1402 (*g*)) as the basis for determining dutiable value in the case of certain chemicals, provided for in Schedule XX (United States), Part I, annexed to the Protocol (hereinafter referred to as Schedule XX), Section 4, Chapter 1. This is accomplished by the deletion of Notes 4 and 5 from Chapter 1, which provide for use of the American Selling Price system for such articles. In addition, a new Note 4 is inserted providing for use of normal methods of valuation therefor (Section 402 (*a*) through (*d*) of the Tariff Act of 1930 (19 U.S.C. (1964) 1401a (*a*) through (*d*)).

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[1] As provided in Article 1l, this and all other explanations set out in this Agreement have no legal force or effect whatsoever.

(b) *Amendments*. Upon the entry into force of this Agreement, Schedule XX, Section 4, Chapter 1, shall be amended by striking out Notes 4 and 5 thereto, and by inserting in lieu thereof:

"4. The *ad valorem* rates provided for in this Chapter shall be based upon the methods of valuation provided for in Section 402 (*a*) through (*d*) of the Tariff Act of 1930 (19 U.S.C. (1964) 1401a (*a*) through (*d*))."

Article 3 - Substitution of Converted Concessions

(a) *Explanation*. This Article removes from Schedule XX the original concessions on chemicals provided for in Units B and C of Chapter 1 of Section 4, which are based on the American Selling Price system, and replaces them with the substitute converted concessions, set forth in Appendix A, with concession rates based on normal methods of valuation. In addition, this Article removes Note 6 from Chapter 1, Unit C, which provides that specific duties on certain dyes shall be based on standards of strength, since the substitute converted concessions on these dyes involve only *ad valorem* rates of duty.

(b) *Amendments*. Upon the entry into force of this Agreement, Schedule XX, Section 4, Chapter 1, shall be amended by striking out Units B and C (original concessions), and by inserting in lieu thereof Units B and C in Appendix A to this Agreement (substitute converted concessions) which omit Note 6 of Unit C.

Article 4 - Further Tariff Reductions

(a) *Explanation*. This Article provides for the following tariff concessions by the United States on certain chemicals and other articles, not covered by Article 3, in return for the concessions provided for herein by the other parties to this Agreement:

(i) paragraph (*b*) (i) of this Article repeals General Note 3 (*f*) of Schedule XX, which provides that, in the absence of the additional concessions by the other parties to this Agreement, the United States will interrupt the staging of concessions on certain chemicals and other articles so that such concessions do not exceed two fifths of each reduction to the full concession rate. With respect to such articles, as they are identified by item numbers in Appendix B to this Agreement, the United States is prepared to make the remaining three fifths of such reduction in return for the additional concessions from the other parties, and

(ii) paragraph (*b*) (ii) of this Article amends Schedule XX by deleting original concessions on certain additional chemicals and other articles

and substituting therefor concessions which provide for full concession rates, constituting reductions in excess of 50 per cent set forth in Appendix C to this Agreement.

(b) *Amendments*. Upon the entry into force of this Agreement, Schedule XX shall be amended:

(i) by striking out General Note 3 (*f*); this repeals, as of the effective date of the amendment, the provision for interruption of the staging of the concessions provided for in the items listed in Appendix B; and after such date the effectiveness of such concessions (including any further staging thereof) shall be governed by the provisions of General Note 3, computing any relevant time periods from the effective date of the original concessions, as though there had been no provision for interruption of staging, and

(ii) by striking out the rate in each item in Schedule XX (original concession) which has the same item number as an item set forth in Appendix C, and in each case inserting in lieu thereof the rate in such item in Appendix C (substitute concession exceeding 50 per cent).

Sub-Part B - Staging of Substitute Concessions

Article 5 - Co-ordination of Staging

(a) *Explanation*. This Article provides for the staging of the substitute converted concessions provided for in Appendix A and of the substitute concessions exceeding 50 per cent provided for in Appendix C. It does so by inserting a new General Note 3 (*f*) in Schedule XX and by adding a new Annex I-A to that Schedule. New General Note 3 (*f*) assimilates the staging of the substitute concessions with the staging of the original concessions for which they are substituted. Although rates will be changed by the amendment, the time periods and relative amounts of reduction in effect on any day after the entry into force of this amendment will be the same for the substitute concessions as they would have been for the original concessions. Appendix D to this Agreement, which contains the new Annex I-A to Schedule XX, sets forth, for both kinds of substitute concessions, rates applicable during the first, second, third, and fourth years of staging, computed from the date of the original concessions.

(b) *Amendments*. Upon the entry into force of this Agreement, Schedule XX shall be amended:

(i) by striking out “paragraphs (*d*) (ii) and (*f*)” in the first sentence of General Note 3 (*a*), and by inserting in lieu thereof “paragraph (*d*) (ii)”,

(ii) by striking out “In the case of each staged rate,” in General Note 3 (*b*), and by inserting in lieu thereof:

"Special provisions regarding rates in Section 4, Chapter 1, Units B and C, and regarding rates followed by three asterisks are set forth in paragraph (*f*) of this Note. In the case of each other rate which is a staged rate,",

(iii) by inserting the following new paragraph (*f*) in General Note 3:

"(*f*) This paragraph relates to the staging of full concession rates inserted in this Schedule by the Agreement Relating Principally to Chemicals, Supplementary to the Geneva (1967) Protocol to the General Agreement. In the case of any such rate in this Schedule which is followed by two asterisks, the full concession rate becomes effective on the day on which Schedule XX is amended to include such rate. In the case of each full concession rate in Section 4, Chapter 1, Units B and C, and in the case of each full concession rate which is followed by three asterisks, the rates applicable during the first, second, third, and fourth years of staging are set forth in Annex l-A to this Schedule. The first, second, third, and fourth years of staging in that Annex coincide with the corresponding years of staging of the original concession rates, i.e., they are computed for each converted rate from the effective date of the original concessions. Consequently, if a rate is inserted in Schedule XX on any day prior to 1 January 1969, the rate which becomes applicable on and after that day is the rate for the same stage, under the substitute concession, as the stage for the rate it replaces under the original concession. The rates for the substitute concession applicable during the subsequent stages, and the full concession rate therefor, will, as provided under such Annex and under paragraphs (*a*) (ii) and (*d*) of this note, become effective on the same day as was provided for such stages and such full concession rate under the original concession.", and

(iv) by inserting Annex I-A, which is contained in Appendix D to this Agreement, immediately following Annex I of Schedule XX.

PART III - EUROPEAN ECONOMIC COMMUNITY AND BELGIUM, FRANCE, ITALY

Sub-Part A - Chemicals

Article 6 - Further Tariff Reductions

(a) *Explanation*. This Article amends Schedule XL (European Economic Community), Part 1, annexed to the Protocol (hereinafter referred to as Schedule XL), so as to provide for the further tariff concessions on chemicals and other articles granted by the European Economic Community under this Agreement, in return for the additional concessions provided

for herein by the other parties to this Agreement. These further tariff concessions are provided for in Chapters 28 through 39 of Schedule XL and are subject to the following four General Rules:

(i) The first General Rule applies to those tariff items in Chapters 28 through 39 which are identified by the symbol "C[1]" in the fourth column and which are subject to base rates of duty of less than 25 per cent *ad valorem* (or equivalent); the concessions on these rates consist of four tenths of each reduction to the final rate, which shall be made under the Protocol at the same time as the first two stages thereunder, and, upon the entry into force of this Agreement, the remaining six tenths of such reduction, which shall be made at the same time as the remaining stages under the Protocol.

(ii) The second General Rule applies to those tariff items in Chapters 28 through 39 which are identified by the symbol "C[2]" and which are subject to base rates of duty of 25 per cent *ad valorem* (or equivalent) or more; the concessions on these rates consist of six tenths of each reduction to the final rate, which shall be made under the Protocol at the same time as the first three stages thereunder, and, upon entry into force of this Agreement, the remaining four tenths of such reduction, which shall be made at the same time as the remaining stages under the Protocol.

(iii) The third General Rule applies to those tariff items in Chapters 28 through 39 which are identified by the symbol "C[3]" and with respect to which Switzerland has been the principal or a substantial supplier of the articles concerned to the European Economic Community; the concessions on these rates consist of seven tenths of each reduction to the final rate, which shall be made under the Protocol at the same time as the first four stages thereunder, and, upon entry into force of this Agreement, the remaining three tenths of such reduction, of which one tenth shall be added to the reduction made at the same time as the fourth stage and two tenths shall be made at the same time as the last stage under the Protocol.

(iv) The fourth General Rule applies to those tariff items in Chapters 28 through 39 which are identified by the symbol "C[4]" and which are duty free; the concessions on these items consist of the binding of duty-free treatment which shall be made upon the entry into force of this Agreement.

The tariff items in Chapters 28 through 39 of Schedule XL for which concessions or other actions do not conform with any of the four General Rules, and tariff items in Chapters 28 through 39 of the tariff of the European Economic Community (other than items presently bound duty free), for which no concessions are made, are listed in Appendix E to this Agreement.

(b) *Amendments*. Upon the entry into force of this Agreement, Schedule XL shall be amended by striking out the seventh, eighth, ninth and tenth paragraphs under Section II of the General Notes at the beginning of this Schedule, and by striking out all the symbols C^1, C^2, C^3, and C^4 in Chapters 28 through 39, thereby rendering applicable the final rates in such Chapters.

Sub-Part B - Automobile Road Taxes

Article 7 - High-Cylinder Capacity Engines

(a) *Explanation*. There follows the text of the undertaking relating to automobile road taxes on the part of Belgium, France, and Italy, in return for the additional concessions provided for herein by the other parties to this Agreement.

(b) *Undertaking*. Upon the entry into force of this Agreement, the Governments of Belgium, France, and Italy shall set in motion the necessary constitutional procedures in order to adjust the modalities of their automobile road taxes concerning either the progressivity of the taxes or the basis of the taxes, or both, so as to assure the absence of those elements of these taxes whose incidence is particularly heavy for vehicles having engines of a high-cylinder capacity.

PART IV - UNITED KINGDOM

Sub-Part A - Chemicals

Article 8 - Further Tariff Reductions

(a) *Explanation*. This Article amends Schedule XIX (United Kingdom), Section A, Part I, annexed to the Protocol (hereinafter referred to as Schedule XIX), so as to provide for the further tariff concessions on chemicals and other articles granted by the United Kingdom under this Agreement, in return for the additional concessions provided for herein by the other parties to this Agreement. These further tariff concessions are provided for in Chapters 28 through 39 of Schedule XIX (in which concessions under the Protocol are enclosed in brackets and final concessions are without brackets) and are subject to the following four General Rules:

(i) The first General Rule applies to those tariff items in Chapters 28 through 38 which are subject to base rates of duty of less than 25 per cent *ad valorem* (or equivalent); the concessions on these rates consist of two fifths of each reduction to the final rate which shall be made under the Protocol at the same time as the first two stages thereunder, and, upon the entry into force of this Agreement, the remaining three fifths of such reduction which shall be made at the same time as the remaining stages under the Protocol.

(ii) The second General Rule applies to those tariff items in Chapters 28 through 38 which are subject to base rates of duty of 25 per cent *ad valorem* (or equivalent) or more; the concessions on these rates consist of reductions of 30 per cent, which shall be made under the Protocol at the same time as the first three stages thereunder, and, upon the entry into force of this Agreement, further reductions to a rate not greater than 12.5 per cent *ad valorem*, which shall be made at the same time as the remaining stages under the Protocol.

(iii) The third General Rule applies to those items in Chapters 28 through 38 which are identified by an asterisk, the concessions on these rates consist of reductions of 35 per cent, which shall be made under the Protocol at the same time as the first three or four stages thereunder, and, upon entry into force of this Agreement, further reductions to the final rate, which shall be made at the same time as the last two stages, under the Protocol.

(iv) The fourth General Rule applies to the tariff items in Chapter 39; the concessions on these items under the Protocol consist of reductions in those base rates which are equal to, or higher than, the base rates on the same items in Chapter 39 of Schedule XL of the European Economic Community, and these reductions shall be made under the Protocol in accordance with the first or second General Rule, whichever is applicable; no concessions (indicated by empty brackets) shall be made under the Protocol on base rates which are lower than the base rates on the same items in Chapter 39 of Schedule XL; the concessions under this Agreement consist of reductions or further reductions to the final rates on the same items in Chapter 39 of Schedule XL, which shall be made at the same time as the remaining stages under the Protocol, and of bindings of base rates which are not higher than the final rates on the same items in Chapter 39 of Schedule XL.

The tariff items in Chapters 28 through 39 of Schedule XIX (other than items to be bound duty free) for which concessions do not satisfy the conditions of any of these four General Rules, and items in Chapters 28 through 39 of the United Kingdom's tariff, other than items presently bound duty free, for which no concessions are made, are listed in Appendix F to this Agreement.

(b) *Amendments*. Upon the entry into force of this Agreement, Schedule XIX shall be amended:

(i) by striking out the note at the beginning of Schedule XIX which deals exclusively with Chapters 28 through 39, and

(ii) by striking out in Chapters 28 through 39 all the brackets and bracketed rates in the fourth column, thereby rendering applicable the final rates provided for in that column.

Sub-Part B - Unmanufactured Tobacco

Article 9 - Reduction of Preference Margin in Revenue Duty

(a) *Explanation*. This Article amends Schedule XIX so as to insert therein the note set forth below. By the terms of this note, the United Kingdom will reduce by approximately 25 per cent the margin of Commonwealth preference in the revenue duty on unmanufactured tobacco, in return for the additional concessions provided for herein by the other parties to this Agreement.

(b) *Amendments*. Upon, or on the earliest practicable date following, the entry into force of this Agreement, the following note, which deals with unmanufactured tobacco provided for in tariff item 24.01 and which replaces any note relating to such articles in any prior Schedule XIX, shall be inserted after tariff item ex 23.07 in Schedule XIX:

> "*Note*. 1. Whenever the ordinary most-favoured-nation customs duty chargeable on unmanufactured tobacco containing 10 per cent or more by weight of moisture -
>
> "(*a*) is not more than £1 15s. 6d. per pound, that duty shall not exceed the preferential duty by more than 9d. per pound, or
>
> "(*b*) is more than £1 15s. 6d. per pound but not more than £2 5s. 2d. per pound, that duty shall not exceed the preferential duty by more than IId. per pound, or
>
> "(*c*) is more than £2 5s. 2d. per pound, that duty shall not exceed the preferential duty by more than 1s. 2d. per pound.
>
> 2. The ordinary most-favoured-nation customs duty chargeable on unmanufactured tobacco containing less than 10 per cent by weight of moisture shall not exceed the preferential duty by more than 1s. 3½d. per pound."

Part V - SWITZERLAND

Article 10 - Prepared Fruit

(a) *Explanation*. This Article amends Schedule LIX (Switzerland), Part 1, annexed to the Protocol (hereinafter referred to as Schedule LIX) so as to insert therein the note set forth below. By the terms of this note, Switzerland shall assure that prepared or preserved fruits provided for in tariff item 2006 shall be free from restrictions by reason of the presence of corn syrup, in return for the additional concessions provided for herein by the other parties to this Agreement.

(b) *Amendments*. Upon the entry into force of this Agreement, the following note shall be inserted after item 2006 in Schedule LIX:

"*Note*: Imports of prepared or preserved fruits under tariff item 2006 shall be free of any restrictions imposed by reason of the presence of corn syrup."

Part VI - FINAL PROVISIONS

Article II - Significance of Explanations

The explanations set out in this Agreement are intended for convenience only in referring to the amendments and undertaking and have no legal force or effect whatsoever.

Article 12 - Signature and Acceptance

This Agreement shall be open for acceptance, by signature or otherwise, from 30 June until 31 December 1967, by the Governments of Belgium, France, Italy, Switzerland, the United Kingdom, the United States and by the European Economic Community, and if accepted by all those Governments and the European Economic Community by the latter date it shall enter into force in accordance with the provisions of Article 1 (*b*).

Article 13 - Deposit with Director-General

This Agreement shall be deposited with the Director-General to the CONTRACTING PARTIES who shall promptly furnish a certified copy thereof, and a report of the notification received by him pursuant to Article 1 (b) of this Agreement, to each contracting party to the General Agreement and to the European Economic Community.

Article 14 - Registration with United Nations

This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.

Done at Geneva this thirtieth day of June one thousand nine hundred and sixty-seven, in a single copy, in the English and French languages, except as otherwise specified with respect to appendices hereto, both texts being authentic.

Appendices to the Agreement

A - United States Substitute Converted Concessions on Chemicals

B - Items on which the United States will make Three Fifths of the Reduction to the Full Concession Rate in Addition to the Two Fifths made under the Geneva (1967) Protocol

C - United States Concessions of Rate Reductions greater than 50 per cent

D - Staging of Substitute Concessions for Schedule XX

E - European Economic Community

F - United Kingdom

MEMORANDUM OF AGREEMENT ON BASIC ELEMENTS
FOR THE NEGOTIATION OF A WORLD GRAINS ARRANGEMENT

The Governments of Argentina, Australia, Canada, Denmark, Finland, Japan, Norway, Sweden, Switzerland, the United Kingdom, the United States, and the European Economic Community and its member States

Have agreed as follows:

Article 1

Each signatory to this Agreement agrees to negotiate a world grains arrangement, on as wide a basis as possible, in a conference promptly called for such purpose, that contains the provisions set forth in Article 2, to work diligently for the early conclusion of the negotiation, and upon completion of the negotiation to seek acceptance of the arrangement in accordance with ts constitutional procedures as rapidly as possible.

Article 2

Principal Items of World Grains Arrangement

I. *Pricing provisions*

1. The Schedule of minimum and maximum prices, basis f.o.b. Gulf ports, is established for the duration of this arrangement as follows:

	Minimum price	*Maximum price*
	(US dollars per bushel)	
Canada		
Manitoba ……	1.95½	2.35½
Manitoba 3 ……	1.90	2.30
United States		
Dark Northern Spring No. 1, 14% ……	1.83	2.23
Hard Red Winter No. 2 (ordinary) ……	1.73	2.13
Western White No. 1 ……	1.68	2.08
Soft Red Winter No. 1 ……	1.60	2.00
Argentina		
Plate ……	1.73	2.13

	Minimum price	*Maximum price*
	(US dollars per bushel)	
Australia		
FAQ ……	1.68	2.08
EEC		
Standard ……	1.50	1.90
Sweden ……	1.50	1.90

2. The minimum prices and maximum prices for the specified Canadian and US wheats, f.o.b. Pacific NW ports shall be 6 cents less than the prices in paragraph 1.

3. The schedule of minimum prices may be adjusted in accordance with the provisions of IV below.

4. The minimum price and maximum price for FAQ Australian wheat f.o.b. Australian ports shall be 5 cents below the price equivalent to the c. and f. price in United Kingdom ports of the minimum price and maximum price for US Hard Red Winter No. 2 (ordinary), f.o.b. Gulf ports, specified in paragraph 1, computed by using currently prevailing transportation costs.

5. The minimum prices and maximum prices for Argentine wheat, f.o.b. Argentine ports, for destinations bordering the Pacific and Indian Oceans, shall be the prices equivalent to the c. and f. prices in Yokohama of the minimum prices and maximum prices for US 2 Hard Red Winter (ordinary) wheat f.o.b. Pacific NW ports, specified in paragraph 2, computed by using currently prevailing transportation costs.

6. The minimum prices and maximum prices for

the specified US wheats, f.o.b. US Atlantic, Great Lakes and Canadian St. Lawrence ports,

the specified Canadian wheats, f.o.b. Ft. William/Port Arthur, St. Lawrence ports, Atlantic ports, and Churchill,

Argentine wheat, f.o.b. Argentine ports, for destinations other than those specified in paragraph 5,

shall be the prices equivalent to the c. and f. prices in Antwerp/Rotterdam of the minimum prices and maximum prices specified in paragraph 1, computed by using currently prevailing transportation costs.

7. The minimum prices and maximum prices for the EEC standard wheat shall be the prices equivalent to the c. and f. price in the country of destination, or the c. and f. price at an appropriate port for delivery to

the country of destination, of the minimum prices and maximum prices for Hard Winter No. 2 (ordinary) wheat f.o.b. United States, specified in paragraphs 1 and 2, computed by using currently prevailing transportation costs and by applying the price adjustments corresponding to the agreed quality differences set forth in the scale of equivalents.

8. The minimum prices and maximum prices for Swedish wheat shall be the prices equivalent to the c. and f. price in the country of destination, or the c. and f. price at an appropriate port for delivery to the country of destination, of the minimum prices and maximum prices for Hard Winter No. 2 (ordinary) wheat f.o.b. United States, specified in paragraphs 1 and 2, computed by using currently prevailing transportation costs and by applying the price adjustments corresponding to the agreed quality differences set forth in the scale of equivalents.

II. *Commercial purchases and supply commitments*

1. Each member country when exporting wheat undertakes to do so at prices consistent with the price range.

2. Each member country importing wheat undertakes that the maximum possible share of its total commercial purchases of wheat in any crop year shall be purchased from member countries, except as provided in paragraph 4 below. This share will have to be determined at a later stage and will be dependent upon the extent to which other countries accede to the Arrangement.

3. Exporting countries undertake, in association with one another, that wheat from their countries shall be made available for purchase by importing countries in any crop year at prices consistent with the price range in quantities sufficient to satisfy on a regular and continuous basis the commercial requirements of those countries subject to the other provisions of this Agreement.

4. Under extraordinary circumstances a member country may be granted by the Council partial exemption from the commitment contained in paragraph 2 upon submission of satisfactory supporting evidence to the Council.

5. Each member country when importing wheat from non-member countries shall undertake to do so at prices consistent with the price range.

III. *Role of maximum prices*

1. The role of maximum prices shall be in general conformity with that set forth in the International Wheat Agreement of 1962.

2. Provision shall be made for continuous review by the Secretariat of the Grains Council of the situation with regard to the arrangements in respect of maximum prices and for initiating the necessary action.

3. Durum wheat and certified seed wheat shall be excluded from the provisions relating to maximum prices.

IV. *Role of minimum prices*

The purpose of the schedule of minimum prices is to contribute to market stability by making it possible to determine when the level of market prices for any wheat is at or approaching the minimum of the range. Since price relationships between types and qualities of wheat fluctuate with competitive circumstances, provision is made for review of and adjustments in minimum prices, on the basis of the following principles:

1. If the Secretariat of the Grains Council in the course of its continuous review of market conditions is of the opinion that a situation has arisen, or threatens imminently to arise, which appears to jeopardize the objectives of the Arrangement with regard to the minimum price provisions, or if such a situation is called to the attention of the Secretariat of the Council by any member country, the Executive Secretary shall convene a meeting of the Prices Review Committee within two days and concurrently notify all member countries.

2. The Prices Review Committee shall review the price situation with the view to reaching agreement on action required by member participants to restore price stability and to maintain prices at or above minimum levels and shall notify the Executive Secretary when agreement has been reached and of the action taken to restore market stability.

3. If after three market days the Prices Review Committee is unable to reach agreement on the action to be taken to restore market stability, the Chairman of the Council shall convene a meeting of the Council within two days to consider what further measures might be taken. If after not more than three days of review by the Council any member country is exporting or offering wheat below the minimum prices as determined by the Council, the Council shall decide whether provisions of the agreement shall be suspended and if so to what extent.

4. When any minimum price has been adjusted in accordance with the foregoing, such adjustments shall terminate when the Prices Review Committee or the Council finds that the conditions requiring the adjustments no longer prevail.

5. Denatured wheat shall be excluded from the provisions relating to minimum prices.

V. *International food aid*

1. The countries party to this Agreement agree to contribute wheat, coarse grains, or the cash equivalent thereof, as aid to the developing countries, to an amount of 4.5 million metric tons of grain annually. Grains covered by the programme shall be suitable for human consumption and of an acceptable type and quality.

2. The minimum contribution of each country party to this Agreement is fixed as follows:

	Per cent	*Thousand metric tons*
United States ……	42.0	1,890
Canada ……	11.0	495
Australia ……	5.0	225
Argentina ……	0.5	23
EEC ……	23.0	1,035
United Kingdom ……	5.0	225
Switzerland ……	0,7	32
Sweden ……	1.2	54
Denmark ……	0.6	27
Norway ……	0,3	14
Finland ……	0.3	14
Japan ……	5.0	225

Countries acceding to the Arrangement may make contributions on such a basis as may be agreed.

3. The contribution of a country making the whole or part of its contribution to the programme in the form of cash shall be calculated by evaluating the quantity determined for that country (or that portion of the quantity not contributed in grain) at US$1.73 per bushel.

4. Food aid in the form of grain shall be supplied on the following terms:

(*a*) Sales for the currency of the importing country which is not transferable and is not convertible into currency or goods and services for use by the contributing country.[1]

(*b*) A gift of grain or a monetary grant used to purchase grain for the importing country.

Grain purchases shall be made from participating countries. In the use of grant funds, special regard shall be had to facilitating grain exports of developing member countries. To this end priority shall be given so that

[1] Under exceptional circumstances an exception of not more than 10 per cent could be granted.

not less than 25 per cent of the cash contribution to purchase grain for food aid or that part of such contribution required to purchase 200,000 metric tons of grain shall be used to purchase grains produced in developing countries. Contributions in the form of grains shall be placed in f.o.b. forward position by donor countries.

5. Countries party to the Arrangement may, in respect of their contribution to the food aid programme, specify a recipient country or countries.

VI. *Miscellaneous*

A grains arrangement must include, among other things, acceptable provisions relating to such issues as voting rights, definition of commercial transactions, guidelines for non-commercial transactions, safeguards for commercial transactions, and provisions concerning wheat flour which take into account the special nature of international trade in flour.

VII. *Duration*

The Arrangement shall be effective for a three-year period.

VIII. *Accession*

The terms and conditions of accession of countries not original signatories to this Agreement shall be decided upon in subsequent negotiations.

IX. *Subsequent negotiations*

Nothing in subsequent negotiations shall prejudice the commitments undertaken in this Memorandum of Agreement.

Article 3

This Memorandum of Agreement shall be opened for acceptance by signature on 30 June 1967 and shall enter into force when accepted by the Governments of Argentina, Australia, Canada, Denmark, Finland, Japan, Norway, Sweden, Switzerland, the United Kingdom, and the United States, and by the European Economic Community and its member States.

Article 4

This Memorandum of Agreement shall be deposited with the Director-General to the CONTRACTING PARTIES, who shall promptly furnish a certified copy thereof to each contracting party to the General Agreement and to the European Economic Community.

Article 5

This Memorandum of Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.

Done at Geneva this thirtieth day of June one thousand nine hundred and sixty-seven in a single copy in the English and French languages, both texts being authentic.

Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade[1]

The parties to this Agreement,

Considering that Ministers on 21 May 1963 agreed that a significant liberalization of world trade was desirable and that the comprehensive trade negotiations, the 1964 Trade Negotiations, should deal not only with tariffs but also with non-tariff barriers;

Recognizing that anti-dumping practices should not constitute an unjustifiable impediment to international trade and that anti-dumping duties may be applied against dumping only if such dumping causes or threatens material injury to an established industry or materially retards the establishment of an industry;

Considering that it is desirable to provide for equitable and open procedures as the basis for a full examination of dumping cases; and

Desiring to interpret the provisions of Article VI of the General Agreement and to elaborate rules for their application in order to provide greater uniformity and certainty in their implementation;

Hereby agree as follows:

PART I - ANTI-DUMPING CODE

Article 1

The imposition of an anti-dumping duty is a measure to be taken only under the circumstances provided for in Article VI of the General Agreement. The following provisions govern the application of this Article, in so far as action is taken under anti-dumping legislation or regulations.

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[1] The Agreement will enter into force on 1 July 1968.

A. Determination of dumping

Article 2

(*a*) For the purpose of this Code a product is to be considered as being dumped, i.e. introduced into the commerce of another country at less than its normal value, if the export price of the product exported from one country to another is less than the comparable price, in the ordinary course of trade, for the like product when destined for consumption in the exporting country.

(*b*) Throughout this Code the term "like product" ("produit similaire") shall be interpreted to mean a product which is identical, i.e. alike in all respects to the product under consideration, or in the absence of such a product, another product which, although not alike in all respects, has characteristics closely resembling those of the product under consideration.

(*c*) In the case where products are not imported directly from the country of origin but are exported to the country of importation from an intermediate country, the price at which the products are sold from the country of export to the country of importation shall normally be compared with the comparable price in the country of export. However, comparison may be made with the price in the country of origin, if, for example, the products are merely trans-shipped through the country of export, or such products are not produced in the country of export, or there is no comparable price for them in the country of export.

(*d*) When there are no sales of the like product in the ordinary course of trade in the domestic market of the exporting country or when, because of the particular market situation, such sales do not permit a proper comparison, the margin of dumping shall be determined by comparison with a comparable price of the like product when exported to any third country which may be the highest such export price but should be a representative price, or with the cost of production in the country of origin plus a reasonable amount for administrative, selling and any other costs and for profits. As a general rule, the addition for profit shall not exceed the profit normally realized on sales of products of the same general category in the domestic market of the country of origin.

(*e*) In cases where there is no export price or where it appears to the authorities[1] concerned that the export price is unreliable because of association or a compensatory arrangement between the exporter and the importer or a third party, the export price may be constructed on the basis of the price at which the imported products are first resold to an independent

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[1] When in this Code the term "authorities" is used, it shall be interpreted as meaning authorities at an appropriate, senior level.

buyer, or if the products are not resold to an independent buyer, or not resold in the condition as imported, on such reasonable basis as the authorities may determine.

(*f*) In order to effect a fair comparison between the export price and the domestic price in the exporting country (or the country of origin) or, if applicable, the price established pursuant to the provisions of Article VI: 1 (*b*) of the General Agreement, the two prices shall be compared at the same level of trade, normally at the ex factory level, and in respect of sales made at as nearly as possible the same time. Due allowance shall be made in each case, on its merits, for the differences in conditions and terms of sale, for the differences in taxation, and for the other differences affecting price comparability. In the cases referred to in Article 2 (*e*) allowance for costs, including duties and taxes, incurred between importation and resale, and for profits accruing, should also be made.

(*g*) This Article is without prejudice to the second Supplementary Provision to paragraph 1 of Article VI in Annex I of the General Agreement.

B. Determination of material injury, threat of material injury and material retardation

Article 3

Determination of Injury[1]

(*a*) A determination of injury shall be made only when the authorities concerned are satisfied that the dumped imports are demonstrably the principal cause of material injury or of threat of material injury to a domestic industry or the principal cause of material retardation of the establishment of such an industry. In reaching their decision the authorities shall weigh, on one hand, the effect of the dumping and, on the other hand, all other factors taken together which may be adversely affecting the industry. The determination shall in all cases be based on positive findings and not on mere allegations or hypothetical possibilities. In the case of retarding the establishment of a new industry in the country of importation, convincing evidence of the forthcoming establishment of an industry must be shown, for example that the plans for a new industry have reached a fairly advanced stage, a factory is being constructed or machinery has been ordered.

(*b*) The valuation of injury - that is the evaluation of the effects of the dumped imports on the industry in question - shall be based on examination of all factors having a bearing on the state of the industry in question,

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[1] When in this Code the term “injury” is used, it shall, unless otherwise specified, be interpreted as covering cause of material injury to a domestic industry, threat of material injury to a domestic industry or material retardation of the establishment of such an industry.

such as: development and prospects with regard to turnover, market share, profits, prices (including the extent to which the delivered, duty-paid price is lower or higher than the comparable price for the like product prevailing in the course of normal commercial transactions in the importing country), export performance, employment, volume of dumped and other imports, utilization of capacity of domestic industry, and productivity; and restrictive trade practices. No one or several of these factors can necessarily give decisive guidance.

(*c*) In order to establish whether dumped imports have caused injury, all other factors which, individually or in combination, may be adversely affecting the industry shall be examined, for example: the volume and prices of undumped imports of the product in question, competition between the domestic producers themselves, contraction in demand due to substitution of other products or to changes in consumer tastes.

(*d*) The effect of the dumped imports shall be assessed in relation to the domestic production of the like product when available data permit the separate identification of production in terms of such criteria as: the production process, the producers' realizations, profits. When the domestic production of the like product has no separate identity in these terms the effect of the dumped imports shall be assessed by the examination of the production of the narrowest group or range of products, which includes the like product, for which the necessary information can be provided.

(*e*) A determination of threat of material injury shall be based on facts and not merely on allegation, conjecture or remote possibility. The change in circumstances which would create a situation in which the dumping would cause material injury must be clearly foreseen and imminent.[1]

(*f*) With respect to cases where material injury is threatened by dumped imports, the application of anti-dumping measures shall be studied and decided with special care.

Article 4

Definition of Industry

(*a*) In determining injury the term "domestic industry" shall be interpreted as referring to the domestic producers as a whole of the like products or to those of them whose collective output of the products constitutes a major proportion of the total domestic production of those products except that

(i) when producers are importers of the allegedly dumped product the industry may be interpreted as referring to the rest of the producers;

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[1] One example, though not an exclusive one, is that there is convincing reason to believe that there will be, in the immediate future, substantially increased importations of the product at dumped prices.

(ii) in exceptional circumstances a country may, for the production in question, be divided into two or more competitive markets and the producers within each market regarded as a separate industry, if, because of transport costs, all the producers within such a market sell all or almost all of their production of the product in question in that market, and none, or almost none, of the product in question produced elsewhere in the country is sold in that market or if there exist special regional marketing conditions (for example, traditional patterns of distribution or consumer tastes) which result in an equal degree of isolation of the producers in such a market from the rest of the industry, provided, however, that injury may be found in such circumstances only if there is injury to all or almost all of the total production of the product in the market as defined.

(*b*) Where two or more countries have reached such a level of integration that they have the characteristics of a single, unified market, the industry in the entire area of integration shall be taken to be the industry referred to in Article 4 (*a*).

(*c*) The provisions of Article 3 (*d*) shall be applicable to this Article.

C. investigation and administration procedures

Article 5

Initiation and Subsequent Investigation

(*a*) Investigations shall normally be initiated upon a request on behalf of the industry[1] affected, supported by evidence both of dumping and of injury resulting therefrom for this industry. If in special circumstances the authorities concerned decide to initiate an investigation without having received such a request, they shall proceed only if they have evidence both on dumping and on injury resulting therefrom.

(*b*) Upon initiation of an investigation and thereafter, the evidence of both dumping and injury should be considered simultaneously. In any event the evidence of both dumping and injury shall be considered simultaneously in the decision whether or not to initiate an investigation, and thereafter, during the course of the investigation, starting on a date not later than the earliest date on which provisional measures may be applied, except in the cases provided for in Article 10 (*d*) in which the authorities accept the request of the exporter and the importer.

(*c*) An application shall be rejected and an investigation shall be terminated promptly as soon as the authorities concerned are satisfied that

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[1] As defined in Article 4.

there is not sufficient evidence of either dumping or of injury to justify proceeding with the case. There should be immediate termination in cases where the margin of dumping or the volume of dumped imports, actual or potential, or the injury is negligible.

(*d*) An anti-dumping proceeding shall not hinder the procedures of customs clearance.

Article 6

Evidence

(*a*) The foreign suppliers and all other interested parties shall be given ample opportunity to present in writing all evidence that they consider useful in respect to the anti-dumping investigation in question. They shall also have the right, on justification, to present evidence orally.

(*b*) The authorities concerned shall provide opportunities for the complainant and the importers and exporters known to be concerned and the governments of the exporting countries, to see all information that is relevant to the presentation of their cases, that is not confidential as defined in paragraph (*c*) below, and that is used by the authorities in an antidumping investigation, and to prepare presentations on the basis of this information.

(*c*) All information which is by nature confidential (for example, because its disclosure would be of significant competitive advantage to a competitor or because its disclosure would have a significantly adverse effect upon a person supplying the information or upon a person from whom he acquired the information) or which is provided on a confidential basis by parties to an anti-dumping investigation shall be treated as strictly confidential by the authorities concerned who shall not reveal it, without specific permission of the party submitting such information.

(*d*) However, if the authorities concerned find that a request for confidentiality is not warranted and if the supplier is either unwilling to make the information public or to authorize its disclosure in generalized or summary form, the authorities would be free to disregard such information unless it can be demonstrated to their satisfaction from appropriate sources that the information is correct.

(*e*) In order to verify information provided or to obtain further details the authorities may carry out investigations in other countries as required, provided they obtain the agreement of the firms concerned and provided they notify the representatives of the government of the country in question and unless the latter object to the investigation.

(*f*) Once the competent authorities are satisfied that there is sufficient evidence to justify initiating an anti-dumping investigation pursuant to Article 5 representatives of the exporting country and the exporters and

importers known to be concerned shall be notified and a public notice may be published.

(*g*) Throughout the anti-dumping investigation all parties shall have a full opportunity for the defence of their interests. To this end, the authorities concerned shall, on request, provide opportunities for all directly interested parties to meet those parties with adverse interests, so that opposing views may be presented and rebuttal arguments offered. Provision of such opportunities must take account of the need to preserve confidentiality and of the convenience to the parties. There shall be no obligation on any party to attend a meeting and failure to do so shall not be prejudicial to that party's case.

(*h*) The authorities concerned shall notify representatives of the exporting country and the directly interested parties of their decisions regarding imposition or non-imposition of anti-dumping duties, indicating the reasons for such decisions and the criteria applied, and shall, unless there are special reasons against doing so, make public the decisions.

(*i*) The provisions of this Article shall not preclude the authorities from reaching preliminary determinations, affirmative or negative, or from applying provisional measures expeditiously. In cases in which any interested party withholds the necessary information, a final finding, affirmative or negative, may be made on the basis of the facts available.

Article 7

Price Undertakings

(*a*) Anti-dumping proceedings may be terminated without imposition of anti-dumping duties or provisional measures upon receipt of a voluntary undertaking by the exporters to revise their prices so that the margin of dumping is eliminated or to cease to export to the area in question at dumped prices if the authorities concerned consider this practicable, e.g. if the number of exporters or potential exporters of the product in question is not too great and/or if the trading practices are suitable.

(*b*) If the exporters concerned undertake during the examination of a case, to revise prices or to cease to export the product in question, and the authorities concerned accept the undertaking, the investigation of injury shall nevertheless be completed if the exporters so desire or the authorities concerned so decide. If a determination of no injury is made, the undertaking given by the exporters shall automatically lapse unless the exporters state that it shall not lapse. The fact that exporters do not offer to give such undertakings during the period of investigation, or do not accept an invitation made by the investigating authorities to do so, shall in no way be prejudicial to the consideration of the case. However, the authorities are

of course free to determine that a threat of injury is more likely to be realized if the dumped imports continue.

D. Anti-dumping duties and provisional measures

Article 8

Imposition and Collection of Anti-Dumping Duties

(*a*) The decision whether or not to impose an anti-dumping duty in cases where all requirements for the imposition have been fulfilled and the decision whether the amount of the anti-dumping duty to be imposed shall be the full margin of dumping or less, are decisions to be made by the authorities of the importing country or customs territory. It is desirable that the imposition be permissive in all countries or customs territories parties to this Agreement, and that the duty be less than the margin, if such lesser duty would be adequate to remove the injury to the domestic industry.

(*b*) When an anti-dumping duty is imposed in respect of any product, such anti-dumping duty shall be levied, in the appropriate amounts in each case, on a non-discriminatory basis on imports of such product from all sources found to be dumped and causing injury. The authorities shall name the supplier or suppliers of the product concerned. If, however, several suppliers from the same country are involved, and it is impracticable to name all these suppliers, the authorities may name the supplying country concerned. If several suppliers from more than one country are involved, the authorities may name either all the suppliers involved, or, if this is impracticable, all the supplying countries involved.

(*c*) The amount of the anti-dumping duty must not exceed the margin of dumping as established under Article 2. Therefore, if subsequent to the application of the anti-dumping duty it is found that the duty so collected exceeds the actual dumping margin, the amount in excess of the margin shall be reimbursed as quickly as possible.

(*d*) Within a basic price system the following rules shall apply provided that their application is consistent with the other provisions of this Code:

> If several suppliers from one or more countries are involved, antidumping duties may be imposed on imports of the product in question found to have been dumped and to be causing injury from the country or countries concerned, the duty being equivalent to the amount by which the export price is less than the basic price established for this purpose, not exceeding the lowest normal price in the supplying country or countries where normal conditions of competition are prevailing. It is understood that for products which are sold below this already established basic price a new anti-dumping investigation shall be carried out in each particular

case, when so demanded by the interested parties and the demand is supported by relevant evidence. In cases where no dumping is found, anti-dumping duties collected shall be reimbursed as quickly as possible. Furthermore, if it can be found that the duty so collected exceeds the actual dumping margin, the amount in excess of the margin shall be reimbursed as quickly as possible.

(*e*) When the industry has been interpreted as referring to the producers in a certain area, i.e. a market as defined in Article 4 (*a*) (ii), anti-dumping duties shall only be definitively collected on the products in question consigned for final consumption to that area, except in cases where the exporter shall, prior to the imposition of anti-dumping duties, be given an opportunity to cease dumping in the area concerned. In such cases, if an adequate assurance to this effect is promptly given, anti-dumping duties shall not be imposed, provided, however, that if the assurance is not given or is not fulfilled, the duties may be imposed without limitation to an area.

Article 9

Duration of Anti-Dumping Duties

(*a*) An anti-dumping duty shall remain in force only as long as it is necessary in order to counteract dumping which is causing injury.

(*b*) The authorities concerned shall review the need for the continued imposition of the duty, w here warranted, on their own initiative or if interested suppliers or importers of the product so request and submit information substantiating the need for review.

Article 10

Provisional Measures

(*a*) Provisional measures may be taken only when a preliminary decision has been taken that there is dumping and when there is sufficient evidence of injury.

(*b*) Provisional measures may take the form of a provisional duty or, preferably, a security - by deposit or bond - equal to the amount of the antidumping duty provisionally estimated, being not greater than the provisionally estimated margin of dumping. Withholding of appraisement is an appropriate provisional measure provided that the normal duty and the estimated amount of the anti-dumping duty be indicated and as long as the withholding of appraisement is subject to the same conditions as other provisional measures.

(*c*) The authorities concerned shall inform representatives of the exporting country and the directly interested parties of their decisions

regarding imposition of provisional measures indicating the reasons for such decisions and the criteria applied, and shall, unless there are special reasons against doing so, make public such decisions.

(*d*) The imposition of provisional measures shall be limited to as short a period as possible. More specifically, provisional measures shall not be imposed for a period longer than three months or, on decision of the authorities concerned upon request by the exporter and the importer, six months.

(*e*) The relevant provisions of Article 8 shall be followed in the application of provisional measures.

Article 11

Retroactivity

Anti-dumping duties and provisional measures shall only be applied to products which enter for consumption after the time when the decision taken under Articles 8 (*a*) and 10 (*a*), respectively, enters into force, except that in cases:

(i) Where a determination of material injury (but not of a threat of material injury, or of a material retardation of the establishment of an industry) is made or where the provisional measures consist of provisional duties and the dumped imports carried out during the period of their application would, in the absence of these provisional measures, have caused material injury, anti-dumping duties may be levied retroactively for the period for which provisional measures, if any, have been applied.

If the anti-dumping duty fixed in the final decision is higher than the provisionally paid duty, the difference shall not be collected. If the duty fixed in the final decision is lower than the provisionally paid duty or the amount estimated for the purpose of the security, the difference shall be reimbursed or the duty recalculated, as the case may be.

(ii) Where appraisement is suspended for the product in question for reasons which arose before the initiation of the dumping case and which are unrelated to the question of dumping, retroactive assessment of anti-dumping duties may extend back to a period not more than 120 days before the submission of the complaint.

(iii) Where for the dumped product in question the authorities determine

(*a*) either that there is a history of dumping which caused material injury or that the importer was, or should have been, aware that the exporter practises dumping and that such dumping would cause material injury, and

(*b*) that the material injury is caused by sporadic dumping (massive dumped imports of a product in a relatively short period) to

such an extent that, in order to preclude it recurring, it appears necessary to assess an anti-dumping duty retroactively on those imports,

the duty may be assessed on products which were entered for consumption not more than 90 days prior to the date of application of provisional measures.

E. Anti-dumping action on behalf of a third country

Article 12

(*a*) An application for anti-dumping action on behalf of a third country shall be made by the authorities of the third country requesting action.

(*b*) Such an application shall be supported by price information to show that the imports are being dumped and by detailed information to show that the alleged dumping is causing injury to the domestic industry concerned in the third country. The government of the third country shall afford all assistance to the authorities of the importing country to obtain any further information which the latter may require.

(*c*) The authorities of the importing country in considering such an application shall consider the effects of the alleged dumping on the industry concerned as a whole in the third country; that is to say the injury shall not be assessed in relation only to the effect of the alleged dumping on the industry's exports to the importing country or even on the industry's total exports.

(*d*) The decision whether or not to proceed with a case shall rest with the importing country. If the importing country decides that it is prepared to take action, the initiation of the approach to the CONTRACTING PARTIES seeking their approval for such action shall rest with the importing country.

PART II - FINAL PROVISIONS

Article 13

This Agreement shall be open for acceptance, by signature or otherwise, by contracting parties to the General Agreement and by the European Economic Community. The Agreement shall enter into force on 1 July 1968 for each party which has accepted it by that date. For each party accepting the Agreement after that date, it shall enter into force upon acceptance.

Article 14

Each party to this Agreement shall take all necessary steps, of a general or particular character, to ensure, not later than the date of the entry into

force of the Agreement for it, the conformity of its laws, regulations and administrative procedures with the provisions of the Anti-Dumping Code.

Article 15

Each party to this Agreement shall inform the CONTRACTING PARTIES to the General Agreement of any changes in its anti-dumping laws and regulations and in the administration of such laws and regulations.

Article 16

Each party to this Agreement shall report to the CONTRACTING PARTIES annually on the administration of its anti-dumping laws and regulations, giving summaries of the cases in which anti-dumping duties have been assessed definitively.

Article 17

The parties to this Agreement shall request the CONTRACTING PARTIES to establish a Committee on Anti-Dumping Practices composed of representatives of the parties to this Agreement. The Committee shall normally meet once each year for the purpose of affording parties to this Agreement the opportunity of consulting on matters relating to the administration of anti-dumping systems in any participating country or customs territory as it might affect the operation of the Anti-Dumping Code or the furtherance of its objectives. Such consultations shall be without prejudice to Articles XXII and XXIII of the General Agreement.

This Agreement shall be deposited with the Director-General to the CONTRACTING PARTIES who shall promptly furnish a certified copy thereof and a notification of each acceptance thereof to each contracting party to the General Agreement and to the European Economic Community.

This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.

Done at Geneva this thirtieth day of June one thousand nine hundred and sixty-seven, in a single copy, in the English and French languages, both texts being authentic.