

GENERAL AGREEMENT ON TARIFFS AND TRADE

RESTRICTED

COM.TEX/SB/1033*

15 January 1985

Special Distribution

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Articles 7 and 8

Bilateral Agreement between the United States and Costa Rica

The Textiles Surveillance Body has received from the United States a notification, under Articles 7 and 8 of the MFA, of a new bilateral agreement concluded with Costa Rica, valid for the period 1 January 1984 to 31 December 1987.

This notification has been made in accordance with the request by the Textiles Committee that agreements concluded with countries, non-participants in the Arrangement should be notified.

The TSB is transmitting the notification to participating countries for their information.

* English only/Anglais seulement/Inglés solamente

March 9, 1984

UNITED STATES AND COSTA RICA
SIGN NEW BILATERAL TEXTILE AGREEMENT

The United States and Costa Rica exchanged notes dated February 7 and February 8, 1984 to establish a new bilateral textile agreement concerning trade in cotton, wool and Man-made fiber textiles and textile products. The texts of the notes follow:

UNITED STATES NOTES

San Jose, Costa Rica
February 8, 1984

Sr. Ekhart Peters Seevers
Minister of Foreign Relations, a.i.
San Jose

I have the honor to refer to the agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between the Republic of Costa Rica and the United States of America effected by exchange of notes September 22, 1980, and to propose the following as a renewal of that agreement:

1. The term of the agreement shall be the four year period from January 1, 1984, through December 31, 1987. Each "Agreement Year" shall begin on January 1 and end on December 31 of the same year.

2. Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of the Republic of Costa Rica shall limit annual exports from Costa Rica to the United States of textile products in Category 649 to the specific limits set out in Annex A as such limits may be adjusted in accordance with Paragraph 3. Exports are subject to the limits for the year in which exported. The limits set out in Annex A do not include any adjustments permitted under Paragraph 3.

3.(A) In any Agreement Year exports may exceed by a maximum of 11 percent any limit set out in Paragraph 2 by allocating to such limit for that Agreement Year an unused portion of the corresponding limit for the previous Agreement Year ("carryover") or a portion of the corresponding limit for the succeeding Agreement Year ("carryforward"), subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's limit.

(2) Carryforward may be utilized up to 7 percent of the receiving Agreement Year's applicable limit and shall be charged against the immediately following Agreement Year's corresponding limit; no carryforward shall be available for application during the 1987 Agreement Year.

(3) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable limit in any Agreement Year.

(4) Carryover of shortfall (as defined in sub-paragraph 3(B)) shall not be applied to any limit until the governments of Costa Rica and the United States have agreed upon the amount of shortfall involved.

(B) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Costa Rica to the United States during an Agreement Year are below any specific limit as set out in Paragraph 2. In the Agreement Year following the shortfall such exports from Costa Rica to the United States may be permitted to exceed the applicable limits, subject to conditions of sub-paragraph 3(A), by carryover of shortfall in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit.

(2) The shortfall shall be used in the category in which the shortfall occurred.

4. The Government of Costa Rica shall use its best efforts to space exports from Costa Rica to the United States within each category evenly throughout each Agreement Year, taking into consideration normal seasonal factors.

Exports from Costa Rica in excess of authorized levels for each Agreement Year will, if allowed entry into the United States, be charged to the applicable level for the succeeding Agreement Year.

5. The Government of the United States shall each month supply the Government of Costa Rica with monthly data on imports of textiles in Category 649 from Costa Rica, and the Government of Costa Rica shall each month supply the Government of the United States with monthly data on exports of textiles in Category 649 to the United States. Both governments agree to supply promptly any other pertinent and readily available statistical data requested by the other government.

6. The Government of the United States and the Government of Costa Rica agree to consult on any question arising in the implementation of this Agreement.

7. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

8. If the Government of Costa Rica considers that, as a result of a limitation specified in this Agreement, Costa Rica is being placed in an inequitable position vis-a-vis a third country, the Government of Costa Rica may request consultations with the Government of the United States with a view to taking appropriate remedial action, such as a reasonable modification of this

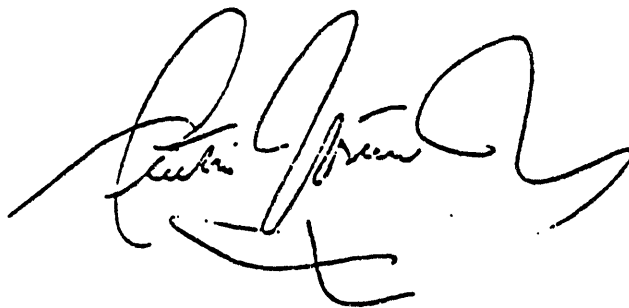
Agreement, and the Government of the United States shall agree to hold such consultation.

9. The Government of the United States may assist the Government of Costa Rica in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

10. Either government may terminate the Agreement effective at the end of any Agreement Year by written notice to the other government to be given at least 90 days prior to the end of such Agreement Year. Either government may at any time propose revisions in the terms of the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

Enclosure: Annex A

A handwritten signature in black ink, appearing to be "Rubin Brown", written in a cursive style.

Certificate of Acknowledgment of Execution of an Instrument

SAN JOSE, COSTA RICA
(Country)
PROVINCE OF SAN JOSE
(County and/or other political division)
REPUBLIC OF COSTA RICA
(Country and/or other political division)
EMBASSY OF THE UNITED STATES OF AMERICA
(Name of foreign service office)

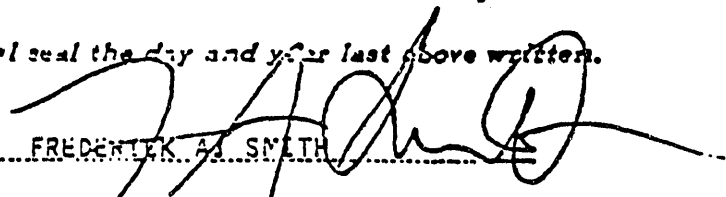
ss:

I, FREDERICK A. SMITH, VICE-CONSUL
 of the United States of America at SAN JOSE, COSTA RICA
 duly commissioned and qualified, do hereby certify that on this 8TH
 day of FEBRUARY, 1984, before me personally appeared CURTIN WINSOR JR*
(Date)

to me personally known, and known to me to be the individual described in, whose
 name IS subscribed to, and who executed the annexed instrument, and being
 informed by me of the contents of said instrument HE duly acknowledged to me
 that HE executed the same freely and voluntarily for the uses and purposes
 therein mentioned.

In witness whereof I have hereunto set my hand and
 official seal the day and year last above written.

(Seal)


FREDERICK A. SMITH
VICE-CONSUL of the United States of America

Note—Whenever practicable all signatures to a document should be included in one certificate.

Annex A

<u>Description</u>	<u>1984 Agreement Year</u>	<u>1985 Agreement Year</u>
Category 649 Man-made fiber Brassieres	2,164,030 dozen	2,208,512 dozen
	or 10,387,344 SYE	or 10,600,858 SYE
	<u>1986 Agreement Year</u>	<u>1987 Agreement Year</u>
	2,363,108 dozen	2,528,526 dozen
	or 11,342,918 SYE	or 12,136,925 SYE

COSTA RICA NOTE

San Jose, Costa Rica
February 7, 1984

Mr. Curtin Winsor, Jr.
Ambassador of the United States of America

Mr. Ambassador:

I have the honor to reply to Your Excellency's note of February 7, 1984, to Mr. Ekhart Peters, Minister ad interim of Foreign Affairs and Worship, which reads as follows:

United States Note

I am pleased to inform you that the Government of Costa Rica is in agreement with the aforementioned proposal.

Consequently, Your Excellency's note and this reply shall constitute an agreement between our two countries which shall enter into force on today's date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

[Signature]

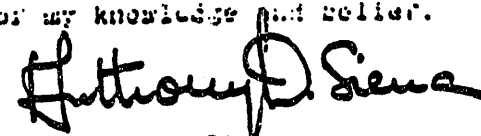
Ekhart Peters
Minister of Foreign Relations
and Worship ad interim

CERTIFICATE OF TRANSLATION

I hereby certify that the above translation bearing No. 112051 was prepared by the Station of Languages and Letters of the Department of State; that it is a correct translation to the best of my knowledge and belief.

Dated:

2/28/24



Anthony D. Sierra
Chief, Translation Branch