

GENERAL AGREEMENT  
ON TARIFFS AND  
TRADE

ACCORD GENERAL SUR  
LES TARIFS DOUANIERS  
ET LE COMMERCE

RESTRICTED  
COM.TEX/SB/379  
29 December 1978  
Special Distribution

---

Textiles Surveillance Body

Original: English/  
French/  
anglais/  
français

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Articles 7 and 8

Bilateral Agreement between the EEC and Argentina

The Textiles Surveillance Body has received from the EEC a notification of a bilateral agreement between the EEC and Argentina concerning trade in textiles.<sup>1</sup> This notification has been made bearing in mind the request by the Textiles Committee that actions vis-à-vis non-participants in the Arrangement should be notified.

The TSB is circulating this notification to participating countries for information.

---

<sup>1</sup>For status of the agreement see paragraph 15 of COM.TEX/SB/380.

---

Organe de surveillance des textiles

ARRANGEMENT CONCERNANT LE COMMERCE INTERNATIONAL DES TEXTILES

Notification conformément aux articles 7 et 8

Accord bilatéral entre la CEE et l'Argentine

La CEE a notifié à l'Organe de surveillance des textiles un accord bilatéral conclu entre la CEE et l'Argentine concernant le commerce des textiles.<sup>1</sup> Cette notification a été faite conformément à la demande du Comité des textiles selon laquelle les mesures prises à l'égard de non-participants à l'Arrangement devraient être notifiées.

L'OST communique, pour information, le texte de cette notification aux pays participant à l'Arrangement.

---

<sup>1</sup>Pour la situation juridique de l'accord, voir le document COM.TEX/SB/380, paragraphe 15.

Note: La CEE communiquera aussitôt que possible le texte français au secrétariat qui le transmettra dès réception.

AGREEMENT

BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE  
ARGENTINE REPUBLIC ON TRADE IN TEXTILE PRODUCTS

THE COUNCIL OF THE EUROPEAN COMMUNITIES, of the one part, and

THE GOVERNMENT OF THE ARGENTINE REPUBLIC, of the other part,

DESIRING to promote, with a view to permanent co-operation and in conditions providing every security for trade, the orderly and equitable development of trade in textile products between the European Economic Community (hereinafter referred to as "the Community") and the Argentine Republic (hereinafter referred to as "Argentina"),

RESOLVED to take the fullest possible account of the serious economic and social problems at present affecting the textile industry in both importing and exporting countries, and in particular, to eliminate real risks of market disruption on the market of the Community and disruption to the textile trade of Argentina,

HAVING REGARD to the Arrangement regarding International Trade in Textiles (hereinafter referred to as "the Geneva Arrangement"), and in particular Article 4 thereof; and to the conditions for the renewal of the said Arrangement as agreed in the document COM.TEX/W/47 adopted on 14 December 1977 by the Textiles Committee,

HAVE DECIDED to conclude this Agreement and to this end have designated as their Plenipotentiaries,

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF THE ARGENTINE REPUBLIC:

HAVE AGREED AS FOLLOWS:

Section I: Trade Arrangements

Article 1

1. The parties recognize and confirm that, subject to the provisions of this Agreement and without prejudice to their rights and obligations under the General Agreement on Tariffs and Trade, the conduct of their mutual trade in textile products shall be governed by the provisions of the Geneva Arrangement.
2. In respect of the products covered by this Agreement, the Community undertakes not to introduce quantitative restrictions under Article XIX of the General Agreement on Tariffs and Trade or Article 3 of the Geneva Arrangement.
3. Measures having equivalent effect to quantitative restrictions on the importation into the Community of the products covered by this Agreement shall be prohibited.

Article 2

1. This Agreement shall apply to trade in textile products of cotton, wool and man-made fibres originating in Argentina which are listed in Annex I.
2. The description and identification of the products covered by this Agreement are based on the nomenclature of the Common Customs Tariff and on the Nomenclature of Goods for the External Trade Statistics of the Community and the Statistics of Trade between Member States (NIMEXE).
3. The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in the Community.

The procedures for control of the origin of the products referred to above are laid down in Protocol A.

Article 3

Argentina agrees for each Agreement year to restrain its exports to the Community of the products described in Annex II to the limits set out therein.

Exports of textile products set out in Annex II shall be subject to a double-checking system specified in Protocol A.

Article 4

1. Exports of cottage industry fabrics woven on hand or foot-operated looms, garments or other articles obtained manually from such fabrics and traditional folklore handicraft products shall not be subject to quantitative limits, provided that these products meet the conditions laid down in Protocol B.

2. Imports into the Community of textile products covered by this Agreement shall not be subject to the quantitative limits established in Annex II, provided that they are declared to be for re-export outside the Community in the same state or after processing, under the administrative system of control set up for this purpose within the Community.

However, the release for home use of products imported under the conditions referred to above shall be subject to the production of an export licence issued by the Argentine authorities, and to proof of origin in accordance with the provisions of Protocol A.

3. Where the authorities in the Community ascertain that imports of textile products have been set off against a quantitative limit established under this Agreement, but that the products have subsequently been re-exported outside the Community, the authorities concerned shall inform the Argentine authorities within four weeks of the quantities involved and authorize imports of identical quantities of the same products, which shall not be set off against the quantitative limit established in Annex II for the current or the following year.

Article 5

1. In any Agreement year advance use of a portion of the quantitative limit established for the following Agreement year is authorized for each category of products up to 5 per cent of the quantitative limit for the current Agreement year.

Amounts delivered in advance shall be deducted from the corresponding quantitative limits established for the following Agreement year.

2. Carryover to the corresponding quantitative limit for the following Agreement year of amounts not used during any Agreement year is authorized up to 5 per cent of the quantitative limit for the current Agreement year.

3. Transfers in respect of categories in Group I shall not be made from any category except as follows:

- transfers between Categories 1, 2 and 3 may be effected up to 5 per cent of the quantitative limits for the category to which the transfer is made except that in the case of Category 1 the parties acknowledge that the transfer of 5 per cent has already been incorporated in the quantitative limit for Category 1 set out in Annex II;

- transfers between Categories 4, 5, 6, 7 and 8 may be made up to 5 per cent of the quantitative limit for the category to which the transfer is made.

Transfers into any category in Groups II, III, IV and V may be made from any category or categories in Groups I, II, III, IV and V up to 5 per cent of the quantitative limit for the category to which the transfer is made.

4. The table of equivalence applicable to the transfers referred to above is given in Annex I to this Agreement.

5. The increase in any category of products resulting from the cumulative application of the provisions in paragraphs 1, 2 and 3 above during an Agreement year shall not exceed 15 per cent.

6. Prior notification shall be given by the authorities of Argentina in the event of recourse to the provisions of paragraphs 1, 2 and 3 above.

#### Article 6

1. Exports of textile products not listed in Annex II to this Agreement may be made subject to quantitative limits by Argentina on the conditions laid down in the following paragraphs.

2. Where the Community finds, under the system of administrative control set up, that the level of imports of products in a given category not listed in Annex II originating in Argentina exceeds, in relation to the preceding year's total imports into the Community of products in that category, the following rates:

- for categories of products in Group I, 0.2 per cent
- for categories of products in Group II, 1.5 per cent
- for categories of products in Group III, IV or V, 4 per cent

it may request the opening of consultations in accordance with the procedure described in Article 12 of this Agreement, with a view to reaching agreement on an appropriate restraint level for the products in such category.

3. Pending a mutually satisfactory solution, Argentina undertakes, from the date of notification of the request for consultations, to suspend or limit at the level indicated by the Community in the said notification exports of the category of products in question to the Community or to the region or regions of the Community market specified by the Community.

The Community shall authorize the importation of products of the said category shipped from Argentina before the date on which the request for consultations was submitted.

4. Should the Parties be unable in the course of consultations to reach a satisfactory solution within the period specified in Article 12 of the Agreement, the Community shall have the right to introduce a quantitative limit at an annual level not lower than that reached by imports of the category in question and referred to in the notification of the request for consultations.

The annual level so fixed shall be revised upwards after consultations in accordance with the procedure referred to in Article 12, with a view to fulfilling the conditions set out in paragraph 2, should the trend of total imports into the Community of the product in question make this necessary.

5. The limits introduced under paragraph 2 or paragraph 4 may in no case be lower than the level of imports of products in that category originating in Argentina in 1976.

6. Quantitative limits may also be established by the Community on a regional basis in accordance with the provisions of Protocol C.

7. The annual growth rate for the quantitative limits introduced under this Article shall be determined in accordance with the provisions of Protocol D.

8. The provisions of this Article shall not apply where the percentages specified in paragraph 2 have been reached as a result of fall in total imports into the Community, and not as a result of an increase in exports of products originating in Argentina.

9. In the event of the provisions of paragraph 2 or paragraph 4 being applied, Argentina undertakes to issue export licences for products covered by contracts concluded before the introduction of the quantitative limit, up to the volume of the quantitative limit fixed for the current year.

10. For the purpose of applying the provisions of paragraph 2, the Community undertakes to provide the Argentinian authorities, before 31 March of each year, with the preceding year's statistics on imports of all textile products covered by this Agreement, broken down by supplying country and Community member States.

11. The provisions of this Agreement which concern exports of products subject to the quantitative limits established in Annex II shall apply also to products for which quantitative limits are introduced under this Article.

Section II: Administration of the Agreement

Article 7

1. Argentina undertakes to supply the Community with precise statistical information on all export licences issued by the Argentine authorities for all categories of textile products subject to the quantitative limits set out in Annex II.
2. The Community shall likewise transmit to the Argentine authorities precise statistical information on import authorizations or documents issued by the Community authorities, and import statistics for products covered by the system of administrative control referred to in Article 6(2).
3. The information referred to above shall, for all categories of products, be transmitted before the end of the second month following the quarter to which the statistics relate.
4. Should it be found on analysis of the information exchanged that there are significant discrepancies between the returns for exports and those for imports, consultations may be initiated in accordance with the procedure specified in Article 12 of this Agreement.

Article 8

Any amendment to the Common Customs Tariff or Nimexe, made in accordance with the procedures in force in the Community, concerning categories of products covered by this Agreement or any decision relating to the classification of goods shall not have the effect of reducing any quantitative limit established in Annex II.

Article 9

Should recourse be had to the provisions of Article 16, (3), the quantitative limits established in Annex II shall be reduced on a pro rata basis.

Article 10

1. Portions of the quantitative limits established in Annex II not used in a member State of the Community may be allocated to another member State in accordance with the procedures in force in the Community. The Community undertakes to reply within four weeks to any request made by Argentina for such reallocation. It is understood that any reallocation so effected shall not be subject to the limits fixed under the flexibility provisions set out in Article 5 of this Agreement.

2. Should it appear in any given region of the Community that additional supplies are required, the Community may, where measures taken pursuant to paragraph 1 above are inadequate to cover those requirements, authorize the importation of amounts greater than those stipulated in Annex II.

#### Article 11

1. Argentina and the Community undertake to refrain from discrimination in the allocation of export licences and import authorizations or documents respectively.

2. In implementing this Agreement, the Contracting Parties shall take care to maintain the traditional commercial practices and trade flows between the Community and Argentina.

3. Should either Party find that the application of this Agreement is disturbing existing commercial relations between importers in the Community and suppliers in Argentina, consultations shall be started promptly, in accordance with the procedure specified in Article 12 of this Agreement, with a view to remedying this situation.

#### Article 12

1. The special consultation procedures referred to in this Agreement shall be governed by the following rules:

- any request for consultations shall be notified in writing to the other Party;
- the request for consultations shall be followed within a reasonable period (and in any case not later than fifteen days following the notification) by a statement setting out the reasons and circumstances which, in the opinion of the requesting Party, justify the submission of such a request;
- the Parties shall enter into consultations within one month at the latest of notification of the request, with a view to reaching agreement or a mutually acceptable conclusion within one further month at the latest.

2. If necessary, at the request of either of the Parties and in conformity with the provisions of the Geneva Arrangement, consultations shall be held on any problems arising from the application of this Agreement. Any consultations held under this Article shall be approached by both Parties in a spirit of co-operation and with a desire to reconcile the difference between them.



Section III: Transitional and Final ProvisionsArticle 13

Products originating in Argentina which become subject to quantitative limits from 1 January 1978 only, in pursuance of this Agreement, may be imported into the Community without the production of an export licence until 31 March 1978, provided such products are shipped before 1 January 1978.

Article 14

By way of derogation from Articles 2 and 8 of Protocol A, the Community undertakes to issue import authorizations or documents without the production of an export licence or certificate of origin in the form prescribed in the said Article 8 for products originating in Argentina subject to quantitative limits under this Agreement, provided such products are shipped in the period from 1 January 1978 to 31 March 1978 and do not exceed 40 per cent of the quantitative limits applicable to the products. This period may be extended by agreement reached between the Parties in accordance with the procedure laid down in Article 12 of this Agreement.

The Community shall supply the Argentine authorities without delay with precise statistical information on import authorizations or documents issued under this Article; the said authorities shall set the corresponding amounts off against the quantitative limits established in Annex II for the products in question for 1978.

Article 15

This Agreement shall apply to the territories within which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty on the one hand, and to the territory of Argentina on the other hand.

Article 16

1. This Agreement shall enter into force on the first day of the month following the date on which the Contracting Parties notify each other of the completion of the procedures necessary for this purpose. It shall be applicable until 31 December 1982.

2. This Agreement shall apply with effect from 1 January 1978.

3. Either Party may at any time propose modifications to this Agreement or denounce it provided that at least ninety days' notice is given. In the latter event the Agreement shall come to an end on the expiry of the period of notice.

4. The Annexes and Protocols to this Agreement shall form an integral part thereof.

Article 17

This Agreement shall be drawn up in two copies in the Danish, Dutch, English, French, German, Italian and Spanish languages, each of these texts being equally authentic.

PROTOCOL A

Double-Checking System

Title I: Quantitative Limits

Section I: Exportation

Article 1

The competent authorities of Argentina shall issue an export licence in respect of all consignments from Argentina of textile products referred to in Annex II, up to the relevant quantitative limit as may be modified by Articles 5 and 10 of the Agreement.

Article 2

The export licence shall conform to the model annexed to this Protocol. It must certify, inter alia, that the quantity of the product in question has been set off against the quantitative limit prescribed for the category of the product in question.

Article 3

The competent Community authorities must be notified forthwith of the withdrawal or alteration of any export licence already issued.

Article 4

Exports shall be set off against the quantitative limits established for the year in which shipment of the goods has been effected, even if the export licence is issued after such shipment.

Section II: Importation

Article 5

Importation into the Community of textile products subject to quantitative limits shall be subject to the presentation of an import authorization or document.

Article 6

The competent Community authorities shall issue such import authorization or document automatically within five working days of the presentation by the importer of a certified copy of the corresponding export licence.

The import authorization or document shall be valid for six months.

Article 7

1. If the competent Community authorities find that the total quantities covered by export licences issued by Argentina for a particular category in any Agreement year exceeds the quantitative limit established in Annex II for that category, as may be modified by Articles 5 and 10 of the Agreement, the said authorities may suspend the further issue of import authorizations or documents. In this event, the competent Community authorities shall immediately inform the authorities of Argentina and the special consultation procedure, set out in Article 12 of the Agreement shall be initiated forthwith.

2. Exports of Argentine origin not covered by Argentine export licences issued in accordance with the provisions of this Protocol may be refused the issue of import authorizations or documents by the competent Community authorities. However, if the imports of such products are allowed into the Community by the competent Community authorities, the quantities involved shall not be set off against the appropriate limits set out in Annex II without the express agreement of Argentina.

Title II: Origin

Article 8

1. Products originating in Argentina for export to the Community in accordance with the arrangements established by this Agreement shall be accompanied by a certificate of Argentine origin conforming to the model annexed to this Protocol.

2. The certificate of origin shall be issued by the competent governmental authorities of Argentina if the products in question can be considered products originating in that country within the meaning of the relevant rules in force in the Community.

3. However, the products in Groups III, IV and V may be imported into the Community in accordance with the arrangements established by this Agreement on production of a declaration by the exporter on the invoice or other commercial document to the effect that the products in question originate in Argentina within the meaning of the relevant rules in force in the Community.

Article 9

The discovery of slight discrepancies between the statements made in the certificate of origin and those made in the documents produced to the customs office for the purpose of carrying out the formalities for importing the product shall not ipso facto cast doubt upon the statements in the certificate.

Article 10

1. Subsequent verification of certificates of origin shall be carried out at random, or whenever the competent Community authorities have reasonable doubt as to the authenticity of the certificate or as to the accuracy of the information regarding the true origin of the products in question.

In such cases the competent authorities in the Community shall return the certificate of origin or a copy thereof to the competent governmental authority in Argentina giving, where appropriate, the reasons of form or substance for an enquiry. If the invoice has been submitted, such invoice or a copy thereof shall be attached to the certificate or its copy. The authorities shall also forward any information that has been obtained suggesting that the particulars given on the said certificate are inaccurate.

2. The provisions of paragraph 1 above shall be applicable to subsequent verifications of the declarations of origin referred to in Article 8(3) of this Protocol.

3. The results of the subsequent verifications carried out in accordance with paragraphs 1 and 2 above shall be communicated to the competent authorities of the Community within three months at the latest.

Should such verifications reveal systematic irregularities in the use of declarations of origin, the Community may subject imports of the products in question of Groups III, IV and V to the provisions of Article 8(1) and (2) of this Protocol.

4. For the purpose of subsequent verification of certificates of origin, copies of the certificates as well as any export documents referring to them shall be kept for at least two years by the competent governmental authority in Argentina.

5. Recourse to the random verification procedure specified in this Article must not constitute an obstacle to the release for home use in the Community of the products in question.

Article 11

The provisions of this Title shall not apply to goods covered by a certificate of origin Form A completed in accordance with the relevant Community rules in order to qualify for generalized tariff preferences.

Title III: Form and Production of Export Licences and Certificates of Origin, and Common Provisions

Article 12

The export licence and the certificate of origin may comprise additional copies duly indicated as such. They shall be made out in English or French. If they are completed by hand, entries must be in ink and in printscript.

These documents shall measure 210 x 297 mm. The paper used must be white sized writing paper not containing mechanical pulp and weighing not less than 25 g/m<sup>2</sup>. Each part shall have a printed guilloche-pattern background making any falsification by mechanical or chemical means apparent to the eye.

Each document shall bear a serial number whether or not printed, by which it can be identified.

Article 13

The export licence and the certificate of origin may be issued after the shipment of the products to which they relate. In such cases they shall bear either the endorsement "délivré a posteriori" or the endorsement "issued retrospectively".

Article 14

In the event of theft, loss or destruction of an export licence or a certificate of origin, the exporter may apply to the competent governmental authority which issued the document for a duplicate to be made out on the basis of the export documents in his possession. The duplicate licence or certificate so issued shall bear the endorsement "duplicat".

The duplicate must bear the date of the original licence or certificate.

Article 15

..... shall send the Commission of the European Communities the names and addresses of the governmental authorities competent to issue export licences and certificates of origin, together with specimens of stamps used by these authorities.

(1) Indicate the net weight (kg) and also the quantity in the unit prescribed for the category - Indiquer le poids net (kg) ainsi que la quantité dans l'unité prévue pour la catégorie.  
 (2) In the currency of the sale contract - dans la monnaie du contrat de vente.

1. Exporter (name, full address, country) Exportateur (nom, adresse complète, pays)	ORIGINAL	2. No
	3. Quota year Année contingentaire	4. Category No No de catégorie
5. Consignee (name, full address, country) Destinataire (nom, adresse complète, pays)	EXPORT LICENCE (TEXTILE PRODUCTS) <hr/> LICENCE D'EXPORTATION (PRODUITS TEXTILES)	
	6. Country of origin Pays d'origine	7. Country of destination Pays de destination
8. Place and date of shipment - means of transport Lieu et date d'embarquement - moyen de transport	9. Supplementary details Données supplémentaires	
10. Marks and numbers-number and kind of packages-DESCRIPTION OF GOODS Marques et numéros-Nombre et nature des colis-DESIGNATION DES MARCHANDISES	11. Quantity(1) quantité(1)	12. Value FOB(2) Valeur FOB(2)
13. CERTIFICATION BY THE COMPETENT AUTHORITY - VISA DE L'AUTORITE COMPETENTE I, the undersigned, certify that the goods described above have been charged against the quantitative limit established for the year shown in box No 3 in respect of the category shown in box No 4 by the provisions regulating trade in textile products with the European Economic Community. Je soussigné certifie que les marchandises désignées ci-dessus ont été imputées sur la limite quantitative fixée pour l'année indiquée dans la case No 3 pour la catégorie désignée dans la case No 4 dans le cadre des dispositions régissant les échanges de produits textiles avec la Communauté Economique Européenne.		
14. Competent authority (name, full address, country) Autorité compétente (nom, adresse complète, pays)	At - A ....., on - le .....	
	(Signature)	(Stamp - Cachet)



Annexe au Protocole A - Annex to Protocol A

1. Exporter (name, full address, country) Exportateur (nom, adresse complète, pays)	ORIGINAL	2. No	
	3. Quota year Année contingente	4. Category No lin de catégorie	
5. Consignee (name, full address, country) Destinataire (nom, adresse complète, pays)	CERTIFICATE OF ORIGIN (TEXTILE PRODUCTS) <hr/> CERTIFICAT D'ORIGINE (PRODUITS TEXTILES)		
	6. Country of origin Pays d'origine	7. Country of destination Pays de destination	
8. Place and date of shipment - means of transport Lieu et date d'embarquement - moyen de transport	9. Supplementary details Données supplémentaires		
10. Marks and numbers - number and kind of packages - DESCRIPTION OF GOODS Marques et numéros - nombre et nature des colis - DESIGNATION DES MARCHANDISES		11. Quantity (1) Quantité (1)	12. Value FOB (2) Valeur FOB (2)
13. CERTIFICATION BY THE COMPETENT AUTHORITY - VISA DE L'AUTORITE COMPETENTE  I, the undersigned, certify that the goods described above are originating in the country shown in box No 6, in accordance with the provisions in force in the European Economic Community.  Je soussigné certifie que les marchandises désignées ci-dessus sont originaires du pays figurant dans la case n° 6, conformément aux dispositions en vigueur dans la Communauté Economique Européenne.			
14. Competent authority (name, full address, country) Autorité compétente (nom, adresse complète, pays)		At - A ....., on - le .....	
		(Signature)	(Stamp - Cachet)

(2) In the currency of the sale contract - dans la monnaie du contrat de vente.

PROTOCOL B

The exemption provided for in the first paragraph of Article 4 of the Agreement in respect of cottage industry products shall apply only to the following products:

- (a) textile fabrics woven on looms operated solely by hand or foot, being fabrics of a kind traditionally made in the cottage industry of Argentina;
- (b) garments or other textile articles of a kind traditionally made in the cottage industry of Argentina, obtained manually from the fabrics described above and sewn solely by hand without the aid of any machine;
- (c) traditional folklore handicraft textile products of Argentina made by hand in the cottage industry of Argentina as defined in a list of such products to be agreed between the two parties.

Exemption shall apply only in respect of products covered by a certificate issued by the competent authorities of Argentina conforming to the specimen annexed to this Protocol. Such certificates shall indicate the grounds on which exemption is based and shall be accepted by the competent Community authorities provided that they are satisfied that the products concerned conform to the conditions set out in this Protocol. Should imports of any of the above products reach such proportions as to cause difficulties to the Community, the two Parties shall open consultations forthwith in accordance with the procedure laid down in Article 12 of the Agreement with a view to finding a solution to the problem.

1 Exporter (name, full address, country) Exportateur (nom, adresse complète, pays)	ORIGINAL	2 No
3 Consignee (name, full address, country) Destinataire (nom, adresse complète, pays)	CERTIFICATE in regard to HANDLOOMS, TEXTILE HANDICRAFTS and TRADITIONAL TEXTILE PRODUCTS, OF THE COTTAGE INDUSTRY, issued in conformity with and under the conditions regulating trade in textile products with the European Economic Community  CERTIFICAT relatif aux TISSUS TISSÉS SUR RETIERS A MAIN, aux PRODUITS TEXTILES FAITS A LA MAIN, et aux PRODUITS TEXTILES RELEVANT DU FOLKLORE TRADITIONNEL, DE FABRICATION ARTISANALE, délivré en conformité avec et sous les conditions réglissant les échanges de produits textiles avec la Communauté Economique Européenne	
6 Place and date of shipment - means of transport Lieu et date d'embarquement - Moyen de transport	4 Country of origin Pays d'origine	5 Country of destination Pays de destination
7 Supplementary details Données supplémentaires		

8 Marks and numbers - Number and kind of packages - DESCRIPTION OF GOODS Marques et numéros - Nombre et nature des colis - DESIGNATION DES MARCHANDISES	9 Quantity Quantité	10 FOB Value(1) Valeur FOB(1)
--	------------------------	----------------------------------

11 CERTIFICATION BY THE COMPETENT AUTHORITY - VISA DE L'AUTORITE COMPETENTE

I, the undersigned, certify that the consignment described above includes only the following textile products of the cottage industry of the country shown in box No 4 :

- a) fabrics woven on looms operated solely by hand or foot (handlooms) (2)
- b) garments or other textile articles obtained manually from the fabrics described under a) and sewn solely by hand without the aid of any machine (handicrafts) (2)
- c) traditional folklore handicraft textile products made by hand, as defined in the list agreed between the European Economic Community and the country shown in box No 4.

Je soussigné certifie que l'envoi décrit ci-dessus contient exclusivement les produits textiles suivants relevant de la fabrication artisanale du pays figurant dans la case No 4 :

- a) tissus tissés sur des métiers actionnés à la main ou au pied (handlooms) (2)
- b) vêtements ou autres articles textiles obtenus manuellement à partir de tissus décrits sous a) et cousus uniquement à la main sans l'aide d'une machine (handicrafts) (2)
- c) produits textiles relevant du folklore traditionnel fabriqués à la main, comme définis dans la liste convenue entre la Communauté Economique Européenne et le pays indiqué dans la case No 4.

12 Competent authority (name, full address, country) Autorité compétente (nom, adresse complète, pays)	At - A ..... en - 1c .....
---	----------------------------

PROTOCOL C

Under Article 6(6) of the Agreement, a quantitative limit may be fixed on a regional basis where imports of a given product into any region of the Community exceed, in relation to the amounts determined in accordance with paragraph 2 of the said Article 6, the following regional percentages:

Germany	28.5 per cent
Benelux	10.5 per cent
France	18.5 per cent
Italy	15 per cent
Denmark	3 per cent
Ireland	1 per cent
United Kingdom	23.5 per cent

PROTOCOL D

The annual growth rate for the quantitative limits introduced under Article 6 of the Agreement shall be determined as follows:

- (a) for products in Group I:
- the rate shall be fixed at 0.5 per cent per year for a product in category 1 or 2.
  - the rate shall be fixed at 4 per cent per year for a product in category 3, 4, 5, 6, 7 or 8;
- (b) for products in categories falling within Group II, III, IV or V, the growth rate shall be fixed by agreement between the Parties in accordance with the consultation procedure established in Article 12 of the Agreement. Such growth rate may in no case be lower than the highest rate applied to corresponding products under bilateral agreements concluded under the Geneva Arrangement between the Community and other third countries having a level of trade equal to or comparable with that of Argentina.

DECLARATION

Concerning Article 2(3) of the Agreement

The Community declares that, in accordance with the Community rules on origin referred to in Article 2(3) of the Agreement, any amendments to the said rules will remain based upon criteria not requiring, in order to confer originating status, more extensive operations than those which constitute a single complete process.

Done at Brussels,

For the European Economic Community,

COMMERCE INTERNATIONAL DES TEXTILES

---

ACCORD ENTRE LA COMMUNAUTE ECONOMIQUE EUROPEENNE ET  
LA REPUBLIQUE ARGENTINE

C = CONTINGENT





Section I: Trade Arrangements

Article 1

1. The parties recognize and confirm that, subject to the provisions of this Agreement and without prejudice to their rights and obligations under the General Agreement on Tariffs and Trade, the conduct of their mutual trade in textile products shall be governed by the provisions of the Geneva Arrangement.

2. In respect of the products covered by this Agreement, the Community undertakes not to introduce quantitative restrictions under Article XIX of the General Agreement on Tariffs and Trade or Article 3 of the Geneva Arrangement.

3. Measures having equivalent effect to quantitative restrictions on the importation into the Community of the products covered by this Agreement shall be prohibited.

NOTE VERBALE

The Directorate General for External Relations of the Commission presents its compliments to the Mission of the Argentine Republic to the European Communities and has the honour to refer to the Mission's note of today reading as follows:

"The Mission of the Argentine Republic to the European Communities presents its compliments to the Directorate General for External Relations of the Commission of the European Communities and has the honour to refer to the Agreement in textile products negotiated between the Argentine Republic and the Community and initialled on 24 December 1977.

"The Mission of the Argentine Republic wishes to inform the Directorate General that whilst awaiting the completion of the necessary procedures for the conclusion and the coming into force of the Agreement, the Government of the Argentine Republic is prepared to allow the provisions of the Agreement to apply de facto from 1 January 1978 if the Community is disposed to do likewise.

"The Mission of the Argentine Republic would be grateful if the Community would confirm its agreement to the foregoing.

"The Mission of the Argentine Republic would like also to propose that the present note and the Community's note in reply shall constitute an Agreement between the Government of the Argentine Republic and the Community.

"The Mission of the Argentine Republic avails itself of this opportunity to renew to the Directorate General for External Relations the assurance of its highest consideration."

The Directorate General for External Relations has the honour to confirm to the Mission of the Argentine Republic that it is agreed on the content of the foregoing note and considers therefore that the exchange of notes constitutes an agreement between the Government of the Argentine Republic and the Community.

The Directorate General for External Relations avails itself of this opportunity to renew to the Mission of the Argentine Republic to the European Communities the assurance of its highest consideration.

The Mission of the Republic of Argentine  
to the European Communities,  
avenue Louise 225 (7th floor) Box No. 2,  
1050 Brussels.

Brussels, 19 January 1978