

**GENERAL AGREEMENT ON
TARIFFS AND TRADE**

RESTRICTED

COM.TEX/SB/845

20 May 1983

Special Distribution

Textiles Surveillance Body

Original: English

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Article 4:4

Bilateral Agreement between Canada and Singapore

The Textiles Surveillance Body has received from Canada a notification of a new bilateral agreement with Singapore, concluded under Article 4 of the MFA, valid for the period 1 January 1983-31 December 1986.¹

The TSB, pursuant to its procedures regarding bilateral agreements notified under Article 4², has examined the relevant documentation and is forwarding the text of the notification to participating countries for their information.³

¹The previous bilateral agreement is contained in COM.TEX/SB/523.

²See COM.TEX/SB/35, Annex B.

³For the TSP's observations on this notification, see COM.TEX/SB/846

SINGAPORE NOTE

The Ministry of Foreign Affairs presents its compliments to the Canadian High Commission and has the honour to refer to the latter's Note No 101 dated 24 September 1982 and the Memorandum of Understanding (M.O.U.) initialled in Singapore on 3 June 1982 between delegations representing the Governments of the Republic of Singapore and of Canada relating to the export from Singapore of certain textiles and textile products for import into Canada for the four-year period commencing 1 January 1983.

The Singapore Authorities have the further honour to confirm the Government of Singapore's acceptance of the M.O.U. as constituting an arrangement between the two governments and which shall enter into effect on 1 January 1983 for four calendar year periods. Accordingly, the Singapore Authorities have the honour to confirm that the Canadian High Commission's Note No 101 and this Note in reply thereto confirming the M.O.U. shall constitute an arrangement between the two governments.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Canadian High Commission the assurances of its highest consideration.

SINGAPORE
8 October 1982

Canadian High Commission
Singapore

CANADA NOTE

The Canadian High Commission presents its compliments to the Ministry of Foreign Affairs and has the honour to refer to the Memorandum of Understanding (M.O.U.) initialled in Singapore on June 3, 1982 between delegations representing the Government of Canada and the Republic of Singapore relating to the export from Singapore of certain textiles and textile products for import into Canada for the four-year period commencing January 1, 1983.

Canadian authorities have the further honour to confirm the Government of Canada's acceptance of the M.O.U. as constituting an arrangement between our two governments which will enter into effect on January 1, 1983 for four calendar year periods. Accordingly, Canadian authorities have the honour to propose that this note and the reply thereto confirming the M.O.U. will constitute an arrangement between our two governments.

The Canadian High Commission avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

SINGAPORE

24 September 1982

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF CANADA
AND THE GOVERNMENT OF SINGAPORE RELATING TO THE EXPORT FROM
SINGAPORE OF CERTAIN TEXTILES AND TEXTILE PRODUCTS
FOR IMPORT INTO CANADA

Introduction

1 This Memorandum of Understanding (MOU) sets out the arrangements that have been agreed between the Governments of Canada and Singapore regarding the export of certain textiles and textile products from Singapore for import into Canada.

2 These arrangements have been made having regard to the Arrangement Regarding International Trade in Textiles (hereinafter referred to as "the MFA") and in particular to Article 4 thereof, and to the Protocol extending the said Arrangement.

Restraint Periods

3 These arrangements will apply for four (4) years commencing on 1 January 1983 and ending on 31 December 1986.

4 In these arrangements, "restraint period" means calendar year period, with the first restraint period commencing on 1 January 1983 and ending on 31 December 1983.

Restraint Levels

5 Except as provided for in paragraphs 14 to 20 below, the Government of Singapore will restrain its exports to Canada of the textiles and textile products described in Annex I for the calendar year commencing 1 January 1983 to the limits specified therein.

6 For the three calendar year periods commencing 1 January 1984 and ending on 31 December 1986, the Government of Singapore will restrain its exports to Canada of the textile products described in Annex I to the limits specified therein advanced on an annual basis by the growth rate specified in column (D).

Coverage

7 For the purpose of these arrangements, the expression "textiles" will have the meaning ascribed to the expression in Article 12.1 of the MFA.

8 For the purpose of classifying textiles and textile products in the appropriate category, the definition and notes set out in Annex II will apply.

Administration

9 These arrangements will be implemented on the basis of the export control system operated by the Government of Singapore.

10 The Government of Canada will admit imports of the textiles and textile products described in Annex II and subject to a specific quantitative limit in Annex I, provided such imports are covered by an original copy of a Singapore "Export Certificate" (a copy of which is attached in Annex III) endorsed and issued by the proper Singapore authority to the effect that the imports covered by the certificate have been debited to the applicable quantitative limit as set out in Annex I.

11 The export certificates issued by the Government of Singapore in respect of products subject to restraint levels as specified in Annex I of this arrangement will contain the following information:

1. Country of destination
2. Country of origin
3. Certificate number
4. Importer's name and address
5. Exporter's name and address
6. Category number and description of product as set out in Annex I of the MOU.
7. Quantity expressed in the units as designated in Annex I of the MOU. If more than one set of measure is established, all should be indicated; where the quantity is expressed other than as designated in the MOU, the equivalent weight, units or m² should be calculated in accordance with the conversion factors set out in Annex I
8. Certification by the Singapore Authority that the quantity has been debited against the agreed restraint level for exports to Canada.

12 In the event any quantity covered by an export certificate is not shipped, the Government of Singapore will notify the Government of Canada of such quantity which may be credited by the Government of Singapore to the appropriate restraint level.

13 The Government of Singapore will endeavour to ensure that exports of all textiles and textile products which are listed in Annex II and are subject to restraint levels as per Annex I are spaced out as evenly as possible during each restraint period, due account being taken of seasonal factors and of normal channels of trade.

Swing

14 Subject to the specific limitations set out in Annex I, and following notification to the Canadian authorities, any restraint level may be exceeded by the percentage shown in column (E) provided that an equivalent amount is deducted from any other restraint level. When any restraint level is exceeded by the application of swing, the Government of Singapore will so indicate in subsequent monthly returns.

15 For the purpose of implementing the swing provisions in paragraph 14, the conversion factors shown in Annex I will apply.

Carry-Over/Carry-Forward

16 Portions of any restraint limit which remain unused from the preceding bilateral arrangement may, after notification, be carried over and added to the appropriate restraint level for the restraint period commencing 1 January 1983. Such carry-over will be within the higher percentage limit set out in column (F) of Annex I of this MOU.

17 Following notification to the Government of Canada of the quantities involved, portions of any quantitative limit set out in Annex I which are not used during the restraint period may be carried over and added to the corresponding quantitative limit for the following restraint period. The restraint level for any such restraint period will be increased within the higher percentage limit set out in column (F) of Annex I.

18 Any restraint level may be increased within the lower percentage limit set out in column (F) of Annex I by an amount advanced from the corresponding restraint level for the following restraint period. The restraint level for any such following restraint period will be reduced by an amount equal to the amount so advanced.

19 Notwithstanding the foregoing, the carry-over/carry-forward provisions may be used in combination only up to the higher percentage limit set out in column (F) of Annex I.

20 Further to paragraphs 14 to 19 above, where applicable, the restraint levels in column (C) of Annex I may not be increased by the combined use of swing, carry-over and carry-forward by more than the percentage indicated in column (G) of Annex I.

Exchange of Statistics

21 Both Governments will exchange such other statistical data relating to exports of textiles and textile products not subject to these arrangements as may reasonably be required.

22 The Government of Singapore will provide the Government of Canada with monthly statistics relating to exports of the textiles and textile products listed in Annex II which are licensed for export to Canada and debited against restraint levels for each restraint period as per Annex I.

23 When submitting the monthly statistics mentioned in paragraph 22, the Government of Singapore undertakes to include the following information:

- a. Category and description of goods as set out in Annex I.
- b. Original and adjusted restraint level for the restraint period.
- c. Total quantity issued for the restraint period to date in the units designated in Annex I.
- d. Notification of any utilization of swing, carry-over or carry-forward provisions and the quantities involved as provided for in paragraphs 14 to 19 above.

This information would be provided as soon as possible following the end of each month.

24 The Government of Canada will provide the Government of Singapore with monthly statistics relating to import permits issued for imports originating in Singapore of the textiles and textile products listed in Annex II, along lines similar to the statistics to be provided by the Government of Singapore pursuant to paragraph 22 above. In addition, the Government of Canada will provide the Government of Singapore with monthly statistics of total imports and imports from other significant suppliers in respect of textiles and textile products categorized in Annex I.

25 Both Governments reserve the option of requesting, should it be necessary, more specific and detailed information.

Equity

26 Should either Government consider, as a result of these arrangements, that it is placed in an inequitable position compared with any third party, that Government may request the other to consult as provided in paragraphs 28 and 29 with a view to implementing appropriate remedial measures.

Re-Exports

27 The Government of Canada will, so far as possible, inform the Government of Singapore when imports into Canada of textiles and textile products subject to these arrangements are subsequently re-exported from Canada. Where such re-exports have been debited by the Singaporean Government to quantitative limits the Government of Singapore may then credit the amount involved to the appropriate quantitative limits.

Handloom Products

28 With reference to Article 12(3) of the MFA, this arrangement will not apply to bona fide handmade clothing produced from handloomed fabric, or to bona fide batik fabrics or clothing products, as defined in Annex IV when accompanied on importation by a certificate validated by the competent Singapore authorities.

Consultations

29 Either Government has the right to request consultations with the other Government on any matter arising from the implementation or operation of these arrangements or on any matter germane thereto. Such consultations will be governed by the following:

- Any request for consultations will be notified in writing to the other Government;
- The request for consultations will be accompanied by or followed within a reasonable period (any in any case not later than fifteen days following the request) by a statement setting out the reasons and circumstances which, in the opinion of the requesting Government, justify the submission of such a request;

- The other Government will accept such a request and such consultations will be held within thirty days of the date of notification of the request;
- Both Governments will enter into consultations with a view to reaching a mutually acceptable conclusion within thirty days of the date on which actual consultations commence or not later than sixty days from the date on which the request has been received.

30 Any consultations held under these provisions will be approached by both Governments in a spirit of cooperation and with a desire to reconcile the differences between them.

MFA Rights

31 Each Government reserves its rights under the MFA with respect to textiles and textile products not subject to these arrangements. For textiles and textile products covered by these arrangements, it is understood that either Government may have recourse to any or all of the provisions of the MFA.

Revisions and Termination

32 Either Government may at any time propose revisions to the terms of these arrangements having regard to the MFA and to the Protocol extending it.

33 Either Government may terminate these arrangements effective at the end of any restraint period by written notice to the other Government, to be given at least ninety days prior to the end of any restraint period.

Annexes

34 The annexes to this Memorandum of Understanding will be considered an integral part of it.

Transitional Arrangements

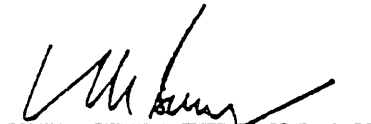
35 Any difficulties which may arise as a consequence of the transition from the preceding bilateral arrangement to the 1983 arrangement will be brought immediately to the attention of the one Government by the other Government and efforts will be made by both Governments, through consultations or other means, to resolve such difficulties to their mutual satisfaction.

Final Provisions

36 This Memorandum of Understanding will become effective on 1 January 1983 subsequent to an exchange of notes between the two Governments confirming their acceptance of these arrangements.

For the Government of Canada

For the Government of Singapore



L. MICHAEL BERRY



LIM KIM KUAY

ANNEX I - RESTRAINT LEVELS

(A) ITEM NO	(B) DESCRIPTION	(C) RESTRAINT LEVEL	(D) GROWTH	(E) SWING	(F) CARRY-OVER/ CARRY-FORWARD	(G) COMBINED FLEXIBILITY (E) & (F)	(H) CONVERSION FACTOR (M2/UNIT)
<u>GROUP A</u>							
1	Outerwear, MBWGCI	92,000 pcs	6%	7%	11% (6%)	15%	2.8
2	Trousers, shorts, overalls and coveralls, MBWGCI	900,000 pcs	6%	7%	11% (6%)	15%	1.4
3	Shirts, tailored collars MB	365,000 pcs	6%	7%	11% (6%)	15%	1.8
4	Shirts, blouses, T-shirts and sweatshirts, MBWGCI	1,035,000 pcs	6%	7%	11% (6%)	15%	1.7
5	Sweaters, MBWGCI	390,000 pcs	6%	7%	11% (6%)	15%	1.2
6	Jackets, MBWGCI	365,000 pcs	6%	7%	11% (6%)	15%	2.8
7	Fine suits, MB	25,000 pcs	6%	7%	11% (6%)	15%	3.6
8	Dresses and skirts, MG Suits WGCI, co-ordinates and Outerwear sets, MBWGCI	486,000 pcs	6%	7%	11% (6%)	15%	2.6
<u>GROUP B</u>							
9	Acrylic yarn	85,000 kgs	6%	NA	11% (6%)	NA	NA

NOTE: No swing between product in Group A and products in Group B.

ANNEX II - DEFINITIONS AND DESCRIPTION OF
TERMS USED IN ANNEX

General Notes

1. Gender - Unless otherwise indicated, all definitions of garments apply to garments for men, boys, women, girls, children and infants. Children's and infants garments include all garments sized 0-6X.
2. Unless otherwise indicated, swing is permitted from adult garments to childrens' and infants' at a 3 to 5 ratio.
3. All garment items include partially manufactured garments, ie, garments which have been cut and sewn, or otherwise assembled, but which require further manufacture or processing.
4. Garments of indeterminate gender, including unisex garments, are to be counted as of male gender.
5. "Wholly or mainly" is 50 percent or more in all items unless otherwise indicated.

Description of Product Categories

1. Winter Outerwear Garments

Winter Outerwear Garments (commonly referred to as snowsuits, snowmobile suits, ski-suits, ski pants and snow-pants, and jackets, and similar jacket-type garments) that have an outer shell manufactured substantially by surface area with woven fabrics and that are lined and designed to protect the wearer against cold, eg, quilted linings, down or fibre filling, etc but not plain acetate or viscose lining, wholly or mainly by weight of cotton, man-made fibres of wool, or blends thereof. Excluded are unlined outerwear; all coats three-quarter length or longer, that is, to the knee or below the knee; garment commonly known as squall jackets, windbreakers or similar jacket-type garments where there is no thermal insulation; and ski-pants and cross-country ski-suits which do not meet the above description (eg constructed entirely from knitted fabric).

Note: A unit comprises garments which have been designed to be sold as a set, eg matching or co-ordinated ski-jackets and ski-pants comprising a ski-suit will be counted as one unit if packed and shipped as a set. Vests are counted separately.

2. Trousers, Shorts, Overalls and Coveralls

Trousers, pants, slacks and jeans wholly or mainly by weight of cotton, man-made fibres, or wool or blends thereof, being garments which do not extend above the waist but extend to the knee or below. Included are jodhpurs, knickers, footless tights, gauchos.

Note: Men's and boys' garments in this item manufactured of fabric containing 5 percent or more by weight of wool or hair are considered to be woollen garments.

Overalls and coveralls wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof. Overalls and coveralls are one-piece garments, as either pants or shorts but extending above the waist in the form of a bib (or permanently affixed straps) or other structure which partially or fully covers the upper part of the body. One-piece jumpsuits are included.

Outershorts, wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof. Shorts are garments similar to pants but not extending to the knees.

3. Shirts, Tailored Collar

Shirts with tailored collars, men's and boys' wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof, knitted or woven, being garments covering the upper part of the body normally worn next to the skin or directly over underwear and with a full or partial front opening which may include a zipper and may be designed to be worn either inside or outside of pants. Included are all men's and boy's shirts meeting this description whether exported separately or as part of a set.

Note: A "tailored collar" consists of one or more pieces of material which are cut and sewn or cut and fused and designed with two pointed or rounded ends. The following may be used when needed, in the construction: stays, lining, stiffening by any means.

4. Shirts, Blouses, T-shirts, Sweatshirts

Blouses and shirts, women's and girls', children's and infants' wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof, knitted or woven, being garments which may have a complete or partial front or back opening covering the upper part of the body, excluding underwear, jackets, T-shirts, sweat-shirts and sweaters.

Shirts, men's and boys', other than with tailored collars, including full-fashioned collars, wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof. A full-fashioned collar consists of one piece knitted to shape collar. For a full description of "shirts" see description for shirts, tailored collar.

T-shirts, wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof. T-shirts are knitted garments which may have collarless front opening or no front opening covering the upper part of the body of construction 19 cut or finer, ie, 19 or more vertical stitches per inch.

Sweatshirts, wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof, being garments at least one side of which is brushed or fleeced, covering the upper part of the body. Sweaters are not included.

Note: The definitions of T-shirts and sweatshirts for men and boys are subject to the over-riding definitions of men's and boys' shirts with tailored collars.

5. Sweaters, Pullovers and Cardigans

Sweaters, pullovers, cardigans (including knitted ponchos), wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof, being knitted or crocheted garments covering the upper part of the body and which may be of any length of construction coarser than 19 cut, ie less than 19 vertical stitches per inch. Included are such items with co-ordinating or matching accessories, eg hats, scarves, gloves, mittens, booties, etc. A garment in this item when shipped with such co-ordinating or matching accessories will be considered a set and counted as one unit.

6. Jackets

Jackets, wholly or mainly by weight of cotton, man-made fibres, or wool, or blends thereof. Jackets are outerwear garments covering the upper part of the body not extending to the knee, including woven ponchos, vests, boleros, but excluding garments covered elsewhere in this Annex.

7. Fine Suits

Fine suits, sportscoats & blazers, men's and boys', wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof.

Note: The suit-jacket, sportscoats or blazer may include lapels, lining, shoulder padding, and front stiffening and would normally be worn over another outer-garments.

Note: A unit is either a jacket, sportscoats or a suit. A suit is a two- or three-piece garment consisting of matching or co-ordinated jacket/pants or jacket/vest/pants packed and shipped and sold as a set.

8. Dresses and Skirts, Suits, Coordinates and Outerwear Sets

Dresses, women's and girls', children's and infants' wholly or mainly by weight of cotton, man-made fibres, or wool, or blends thereof. Dresses are one-piece garments extending above the waist, including jumpers, evening gowns, dusters and house dresses (other than sleepwear).

Skirts, women's and girls', children's and infants', wholly or mainly by weight of cotton, man-made fibres, or wool, or blends thereof. Skirts are one piece garments not extending above the waist including golf skirts, kilts including men's and boys') and culottes.

Suits, coordinates or matching sets, and blazers, women's and girls', children's and infants', wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof. Suits are garments comprising two or more matched or coordinated pieces, covering both the upper and lower parts of the body, packed and shipped and sold as a set. Coordinates include: coat or jacket and dress sets, blouse and pant or skirt sets, shirt and skirt, or pant sets, jacket and pant or skirt sets.

Athletic sets or suits, wholly or mainly by weight of cotton, man-made fibres or wool, or blends thereof and are garments normally comprising two or more matched or coordinated pieces covering both the lower and upper parts of the body, packed and shipped and sold as a set, normally worn for participation in athletic activities and not covered by any other definition in this list including leotards covering the trunk of the body, judo sets, track suits, jogging suits, cross country ski-suits (see description for winter outerwear garments).

Leisure wear, coordinates or sets not defined by any definitions in this Annex. These may include shortsets, beachwear, beach pyjamas, cabana sets, caftans and loungewear.

9. Acrylic Yarn

Acrylic yarns include all types of machines and hand knitting yarns containing 50% or more by weight of acrylic fibre except those yarns composed entirely of fibres not exceeding 6.35 cm in. length.

REPUBLIC OF SINGAPORE

CERTIFICATE OF ORIGIN/PROCESSING

No.

Consignee

Country of Origin of Goods

Country of Final Destination

Departure Date

Vessel's Name/Aircraft, etc.

Port of Discharge

(*Include Brand names if necessary)

NO UNAUTHORISED
ADDITION/
ALTERATION MAY
BE MADE TO THIS
CERTIFICATE ONCE
IT IS ISSUED

Marks & Numbers


No. & Kind of Packages
Description of Goods*

Quantity
& Unit

SPECIMEN

I hereby certify that evidence has been produced to satisfy me that the goods specified above are the manufacture or produce of the country as shown above.

ORDINARY CERTIFICATE OF ORIGIN
(CERTIFICATE OF ORIGIN OFFICE)

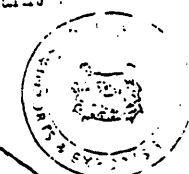


Government of the
Republic of Singapore

for Controller of Imports
and Exports

EXPORT CERTIFICATE

This certificate is required for export
and must be presented to the
restraint...



Director of Singapore

Date

ANNEX IV

1. The exemption provided for in paragraph 28 of this MOU in respect of cottage industry products will apply only to the following products:

garments or other textile articles of a kind traditionally made in the cottage industry, having been cut, sewn and embroidered, if applicable, solely by hand from handloom textile fabrics without the aid of any machine. Handloom textile fabrics are fabrics, containing not more than 5% by weight of man-made fibres, which have been woven on looms operated solely by hand or foot and are of a kind traditionally made in the cottage industry.

2. The exemption will apply only in the respect of products covered by certificate issued by the competent Singapore authorities.

3. Such certificates will indicate the grounds on which the exemption is based and will be accepted by Canadian authorities provided that they are satisfied that the products concerned conform to the conditions set out in this Annex.