

GENERAL AGREEMENT ON TARIFFS AND TRADE

RESTRICTED

COM.TEX/SB/1096*

7 October 1985

Special Distribution

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Article 4:4

Bilateral Agreement between Norway and Yugoslavia

The Textiles Surveillance Body has received a notification from Norway of a bilateral agreement with Yugoslavia, concluded under Article 4 of the MFA, valid for the period 1 January 1985 to 31 December 1987.¹

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

¹In its notification under Article 2:1 (COM.TEX/SB/1007), Norway had made reference to the phasing-out of residual restrictions on imports from certain countries, including Yugoslavia. During the review of this notification, the TSB had been informed that since the notification Norway had concluded an agreement with Yugoslavia.

²See COM.TEX/SB/35, Annex B.

³For the TSB's observations on this notification, see COM.TEX/SB/1104.

* English only/Anglais seulement/Inglés solamente

AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF NORWAY
AND THE FEDERAL EXECUTIVE COUNCIL OF THE ASSEMBLY
OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA
RELATING TO THE EXPORTS FROM YUGOSLAVIA OF CERTAIN
TEXTILE PRODUCTS FOR IMPORTS INTO NORWAY

Introduction

1. This Agreement sets out the arrangements that have been made between the Government of the Kingdom of Norway and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia regarding the exports of certain textile products from Yugoslavia for imports into Norway.
2. These arrangements have been made having regard to the Arrangement Regarding International Trade in Textiles, (hereinafter referred to as "the MFA") as extended by the Protocol of 22 December 1981, bearing in mind particularly the provisions of Article 1:2, Article 4 and Article 6 of the MFA.

Coverage

3. These arrangements apply to Yugoslavia's export to Norway of the textile products listed in Annex A to this Agreement, when these are made of cotton, wool or man-made fibres, or blend thereof, in which any, or all of these fibres in combination represent either the chief value of the fibres or 50 per cent or more by weight (or 17 per cent or more by weight of wool) of the product.

Classification

4. For the purpose of classifying textile products in the appropriate category, the definitions set out in Annex A will apply.
5. In case of divergent opinions between the competent authorities of Yugoslavia and the competent Norwegian authorities at the point of entry into Norway on the classification of products covered by this Agreement, consultations as provided for in Article 15 of this Agreement shall be held with a view to reaching agreement on the appropriate classification of the products concerned and to resolving any difficulties arising therefrom. For this purpose, the competent authorities of Yugoslavia shall be informed by the competent authorities in Norway as soon as a case of divergent opinions on the classification of products arises.

Pending agreement on the appropriate classification and in order to avoid disruption of trade, the products in question shall be imported on the basis of the classification indicated by the competent Norwegian authorities at the point of entry, in conformity with the provisions of this Agreement.

Restraint levels

6. For products listed in Annex B to this Agreement, the Federal Executive Council of the Assembly of the SFR of Yugoslavia agrees that for each quota period during the term of this Agreement, export of these products to Norway be restrained to the limits set out in Annex B, or the limits modified as provided for in various articles of this Agreement.

Flexibility provisions

7. Any quantitative limit set out in Annex B may, after notification to and statistical verification by the competent Norwegian authorities be exceeded in either year of any two subsequent agreement years by carry forward and/or carryover. Carry forward and carryover taken together shall not exceed 8 per cent, of which carry forward shall not represent more than 4 per cent.

The statistical verification referred to above shall be completed as soon as possible and not later than ten working days from the date of the receipt of the notification.

Products covered by the Agreement without quantitative limits

8. Imports of textile products covered by this Agreement which are not subject to quantitative limits shall be subject to automatic import licensing.

When imports of a product listed in Annex A not subject to quota restraint have reached a level corresponding to 1.5 per cent (0.5 per cent for the Categories 3, 4, 5, 6 and 8) of the preceding year's total imports into Norway of that product, the Norwegian Government may request consultations in order to establish a quantitative limit for the product concerned.

Pending a mutually acceptable solution through this consultation, the Norwegian Government may fix a quantitative limit at the volume reached by imports of the product in question in the twelve-month period preceding notification, and the annual growth rate in such a case shall not be less than 2 per cent.

Administration

9. Exports from Yugoslavia to Norway of textile products listed in Annex B shall be subject to a double-checking system of export and import licensing as specified in Annex C of the Agreement.

Circumvention

10. The Government of the Kingdom of Norway and the Federal Executive Council of the Assembly of the SFR of Yugoslavia agree to co-operate fully in dealing with problems relating to circumvention of the arrangements set out in this Agreement.

When information available to the Norwegian authorities indicates that products of Yugoslav origin listed in Annex B to this Agreement have been imported into Norway by trans-shipment, rerouting or otherwise, in circumvention of the arrangements set out in this Agreement, Norway may ask for consultations as provided for in Article 15 of this Agreement, with a view to agree on an appropriate adjustment of the quantitative limits for the products concerned.

If the parties fail to reach a mutually satisfactory solution within a period of sixty days from the date when the request for consultations was made, the Norwegian authorities shall, if evidence of circumvention has been provided, have the right to carry out a compensatory reduction of the corresponding restraint level, for the current or the following calendar year.

Seasonal fluctuations

11. The Federal Executive Council of the Assembly of the SFR of Yugoslavia will endeavour to ensure that exports of textile products subject to quantitative limits are spaced out as evenly as possible each calendar year, due account being taken of normal seasonal factors.

Rules of origin

12. The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in Norway and the procedures for control of the origin of the products set out in Annex C.

Re-exports

13. Exports from Yugoslavia to Norway of textile products covered by this Agreement shall not be subject to the quantitative limits established in Annex B, provided that the export licence certifies that the products concerned are for re-export outside Norway.

Where the competent Norwegian and Yugoslav authorities have evidence that products exported from Yugoslavia and set off by Yugoslavia against a quantitative limit established in Annex B have been subsequently re-exported outside Norway, the parties shall notify each other of the quantities involved. In such a case, the competent authorities of the SFR of Yugoslavia may authorize exports for the current calendar year of identical quantities of products within the same category, which shall not be set off against the quantitative limits established in Annex B.

Exchange of statistics

14. For all products covered by this Agreement the Federal Executive Council of the Assembly of the SFR of Yugoslavia will provide the Government of Norway with quarterly statistics of all export licences issued by the authorities for each category for the current quota period.

The Government of Norway will provide the Federal Executive Council of the Assembly of the SFR of Yugoslavia with quarterly statistics of total imports and licences issued for imports from Yugoslavia of all categories covered by this Agreement.

Each report shall be transmitted before the end of the second month following the quarter covered by the report.

Both parties agree to supply promptly any other pertinent and readily available statistical information requested by the other party.

Consultations

15. The Government of the Kingdom of Norway and the Federal Executive Council of the Assembly of the SFR of Yugoslavia agree to consult at the request of either government, on any question arising in the application of this Agreement.

Any request for consultations shall be notified in writing to the other party, together with a statement explaining the reasons and circumstances that led to the request.

The parties shall enter into consultations within thirty days at the latest from when the request was made, with a view to arriving at a mutually satisfactory conclusion in conformity with the provisions of the MFA within a further thirty days at the latest.

Other textile products

16. Both parties reserve their rights under the MFA with respect to textile products not covered by this Agreement.

General

17. The present Agreement shall enter into force when the parties have notified each other that all internal procedures which are necessary for the fulfilment of the obligations in the Agreement have been completed.

Provided that such notifications have taken place, the Agreement shall apply with effect from 1 January 1985 until 31 December 1987, unless this is changed by application of the provisions of Article 18 of this Agreement.

18. Either party may at any time propose modifications to this Agreement. Such proposals shall lead to consultations in accordance with the procedures outlined in Article 15.

Either party may at any time denounce this Agreement provided that at least sixty days' notice is given. In that event the Agreement shall come to an end on the expiry of the period of notice.

19. The Annexes to this Agreement shall be considered as an integral part thereof.

Done in two originals at Belgrade on 25 April 1985 in the English language, both texts being equally authentic.

For the Government of
the Kingdom of Norway

For the Federal Executive Council
of the Assembly of the Socialist
Federal Republic of Yugoslavia

ANNEX AProduct Categories Covered by the Agreement

<u>Category Number</u>	<u>Unit</u>	<u>Description</u>
1	Pieces	Outer garments of woven material, men's, boys', women's, girls': - Jackets: tailored jackets, blazers, waistcoats, sports jackets (including parts of ski suits), anoraks and similar garments, parkas, one-piece suits and the like, also as parts of suits, sets and costumes.
2	Pieces	Outer garments of woven material, men's, boys', women's, girls': - Trousers, slacks, jeans, breeches and the like (including bib and brace overalls), other than swimwear and shorts, also as parts of suits and sets.
3	Pieces	Knitted or crocheted shirts, T-shirts and blouses of all kinds.
4	Pieces	Knitted or crocheted undergarments, men's, boys', women's, girls', infants'; other than T-shirts, blouses, nightwear and panty hose.
5	Pieces	Men's and boys' shirts of all kinds, of woven material.
6	Pieces	Outer garments and other articles, knitted or crocheted, not elastic nor rubberized: pullovers, sweaters, jumpers, cardigans and jackets.
7	Kgs.	Bed linen
8	Pieces	Outer garments of woven material, women's, girls': blouses, shirts and the like.
9	Pairs	Stockings, under stockings, socks, ankle socks, sockettes and the like, knitted or crocheted, not elastic nor rubberized, except women's stockings, sport stockings and thick woollen socks (known as "raggsokker").

<u>Category Number</u>	<u>Unit</u>	<u>Description</u>
		Women's and girls' outer garments of woven material: dresses, housecoats, frocks and gowns.
		Outer garments of woven material, women's, girls': skirts, including divided skirts.
12	Pieces	Costumes, dresses, suits, skirts and trousers, knitted or crocheted (incl. track suits).
13	Kgs.	Gloves, mittens and mitts of textile material, not knitted or crocheted.
14	Pieces	Outer garments of woven material for infants (defined as for infants of maximum height 110 cm).
15	Pieces	Men's, boys', women's and girls' outer garments of woven material: - Ulsters, overcoats, capes and coats (except those impregnated or coated with oil, varnish, rubber, artificial plastic materials and the like).
16	Pieces	Undergarments, knitted or crocheted - panty hose.
17	Kgs.	Gloves, mittens and mitts, knitted or crocheted, not elastic nor rubberized.
18	Pieces	Nightwear, knitted or crocheted.
19	Pairs	Gaiters and spats (short or long ones) of textile materials ("Østerdalssokker").
21	Pieces	Undergarments of woven material, women's and girls' wear (except nightwear).

ANNEX B

Category No.	Unit	1985	1986	1987
1	pieces	26,000	26,130	26,261
2	pieces	26,000	26,130	26,261
7	kgs	13,000	13,065	13,130

ANNEX C

ADMINISTRATIVE CO-OPERATION

1. Products originating in Yugoslavia for export to Norway in accordance with the arrangements established by this Agreement shall be accompanied by a certificate of Yugoslav origin conforming to the specimen attached as Annex D, including full and detailed description of the goods.

The certificate of Yugoslav origin shall be issued by the Yugoslav Chamber of Economy-General Association of Yugoslav Textile and Garment Industry.

2. The competent authorities of Yugoslavia shall issue an export licence in respect of all consignments from Yugoslavia for exports to Norway of products covered by Annex B. The export licence shall conform to the specimen attached as Annex E.

3. For products covered by Annex B, the competent authorities of Yugoslavia shall issue export licences up to the quantitative limits agreed through this Agreement (eventually modified as provided for by this Agreement). The export licence must certify 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.

4. Each export licence shall cover only one of the categories of products listed in Annex A to this Agreement.

5. Exports shall be set off against the quantitative limits established for the year in which shipment of the goods has been effected.

6. The presentation of an export licence, in application of paragraph 7 below, shall be effected not later than 31 January of the year following that in which the goods covered by the licence have been shipped.

7. Importation into Norway of textile products subject to quantitative limits shall be subject to the presentation of appropriate import documents.

The competent Norwegian authorities shall issue such import documents automatically within ten working days of the presentation by the importer of the original of the corresponding export licence.

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

The competent Norwegian authorities shall cancel the already issued import documents if the corresponding export licence has been withdrawn.

However, if the competent Norwegian authorities have not been notified about the withdrawal or cancellation of the export licence until after the products have been imported into Norway, the quantities involved shall be set off against the quantitative limit for the category and quota year in question, and the competent authorities of Yugoslavia shall be informed as soon as possible.

9. If the competent Norwegian authorities find that the total quantities covered by export certificates issued by the competent authorities of Yugoslavia for a particular category in any quota period exceed the quantitative limit established for that category, the said authorities may suspend the further issue of import documents. In this event, the competent Norwegian authorities shall immediately inform the authorities of Yugoslavia and the special consultation procedure set out in Article 15 of the Agreement shall be initiated forthwith.

10. Exports of Yugoslav origin of products listed in Annex B not covered by export licences issued by the authorities of Yugoslavia in accordance with the provisions of this Annex may be refused the issue of appropriate import documents by the competent Norwegian authorities.

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

Only the original, clearly marked "original" shall be accepted by the competent authorities in Norway as being valid for the purposes of export to Norway in accordance with the arrangements established by this Agreement.

12. Each export licence and certificate of Yugoslav origin shall bear a serial number by which it can be identified, and contain the information required, c.f. the specimens attached as Annexes D and E.

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

The duplicate must bear the date and number of the original export licence or certificate of Yugoslav origin.

14. The Federal Executive Council of the Assembly of the SFR of Yugoslavia will provide the Norwegian side with data regarding authorities (names and addresses) competent for the issue and verification of export licences and certificates of Yugoslav origin, as well as for all changes in these data, together with specimens of the stamps used by these authorities.

ANNEX D

11111 (name, full address, country) 11111 (nom, adresse complète, pays)	ORIGINAL	2 No
22222 (name, full address, country) 22222 (nom, adresse complète, pays)	3 Quota year Année contingentaire	4 Category number Numéro de catégorie
CERTIFICATE OF ORIGIN (Textile products) <hr/> CERTIFICAT D'ORIGINE (Produits textiles)		
33333 (name, full address, country) 33333 (nom, adresse complète, pays)	6 Country of origin Pays d'origine	7 Country of destination Pays de destination
44444 (name, full address, country) 44444 (nom, adresse complète, pays)	9 Supplementary details Données supplémentaires	
55555 (name, full address, country) 55555 (nom, adresse complète, pays)	11 Quantity (1) Quantité (1)	12 FOB Value (2) Valeur FOB (2)
<p style="text-align: right;">Norway.</p> <p style="text-align: right;">in accordance with the provisions in force in 1990</p> <p style="text-align: right;">dans la case No 6, conformément aux dispositions en vigueur 1990</p> <p style="text-align: right;">on - le</p> <p style="text-align: center;">Custodian</p>		

ANNEX E

Exporter (name, full address, country) Exportateur (nom, adresse complète, pays)	ORIGINAL		2 No	
Consignee (name, full address, country) Destinataire (nom, adresse complète, pays)	3 Quota year Année contingente		4 Category number Numéro de catégorie	
		EXPORT LICENCE (Textile products) <hr/> LICENCE D'EXPORTATION (Produits textiles)		
		6 Country of origin Pays d'origine	7 Country of destination Pays de destination	
Place and date of shipment - Means of transport Lieu et date d'embarquement - Moyen de transport	9 Supplementary details Données supplémentaires			
10 Items and numbers - Number and kind of packages - DESCRIPTION OF GOODS Étiquettes et numéros - Nombre et nature des colis - DESIGNATION DES MARCHANDISES			11 Quantity (1) Quantité (1)	12 FOB Value (2) Valeur FOB (2)
CERTIFICATION BY THE COMPETENT AUTHORITY - VISA DE L'AUTORITE COMPETENTE I hereby 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 Norway. Je 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 indiquée dans la case No 4 dans le cadre des dispositions régissant les échanges de produits textiles avec la Communauté Economique Européenne Norvège.				
Competent authority (name, full address, country) Autorité compétente (nom, adresse complète, pays)	At - A _____ on - le _____ (Signature) (Stamm - Cachet)			