

GENERAL AGREEMENT ON

RESTRICTED

TARIFFS AND TRADE

COM.TEX/SB/1346*
24 February 1988
Special Distribution

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Article 4:4

Bilateral agreement between Norway and Hong Kong

The Textiles Surveillance Body received a notification from Norway of a bilateral agreement concluded with Hong Kong for the period 1 July 1987 to 30 June 1990.¹

The TSB, pursuant to its procedures regarding bilateral agreements notified under Article 4,² has examined the relevant documentation and is forwarding the text of the notification to participating countries for their information.³

¹The previous bilateral agreement and amendment are contained in COM.TEX/SB/1075 and 1125.

²COM.TEX/SB/35, Annex B

³For the TSB's observations on this agreement see COM.TEX/SB/1359.

* English only/Anglais seulement/Inglés solamente

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF NORWAY

AND

THE GOVERNMENT OF HONG KONG

RELATING TO THE EXPORTS FROM HONG KONG OF CERTAIN

TEXTILE PRODUCTS FOR IMPORT INTO NORWAY

Introduction

1. This Memorandum of Understanding (hereinafter referred to as "MOU") sets out the arrangements that have been made between the Government of Norway and the Hong Kong Government regarding exports of certain textile products from Hong Kong for import 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 dated 31.7.1986, and in particular to the provisions of Article 1:2 and Article 4 of the MFA.

Coverage

3. These arrangements apply to Hong Kong's exports to Norway of the textile products listed in Annex A to this MOU, when these are made of cotton, wool or man-made fibres, or blend thereof, in which any or all of those 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. Notwithstanding these provisions, this MOU shall also apply to the products described in Annex A which are manufactured from impregnated, coated or covered fabrics where the impregnation, coating or covering cannot be seen with the naked eye (for the purpose of this provision no account should be taken of any resulting change of colour).

Classification

4. For the purpose of classifying textile products in the appropriate category, the descriptions set out in Annex A will apply.

5. a) In case of divergent opinions between Hong Kong and the competent Norwegian authorities at the point of entry into Norway on the classification of products covered by this MOU, consultations as provided for in Paragraph 14 of this MOU shall be held with a view to reaching agreement on the appro-

appropriate classification of the products concerned and to resolving any difficulties arising therefrom. For this purpose, the authorities of Hong Kong shall be informed by the competent authorities in Norway as soon as a case of divergent opinions on the classification of products arises.

b) Pending agreement on the appropriate classifications and subject to the permission of the authorities of Hong Kong, the products in question shall be cleared for importation on the basis of the classification indicated by the competent Norwegian authorities at the point of entry, in conformity with the provisions of this MOU.

Restraint levels:

6. For products listed in Annex B to this MOU, Hong Kong shall for each restraint period during the term of this MOU (1.7.1987-30.6.1988, 1.7.1988-30.6.1989, 1.7.1989-30.6.1990) restrain its exports to Norway to the limits set out in Annex B, or the limits modified as provided for in Paragraph 7 of this MOU.

Flexibility provisions

7. a) Carryover. If in any restraint period of this Agreement, levels specified in Annex B of this Agreement for any categories are not fully utilised, the Hong Kong Government may, after prior notification to the Government of Norway, during the subsequent twelve month period, approve the export of additional amounts equivalent to such shortfalls provided that such exports are in the same categories where the shortfalls occurred and do not exceed the percentages set out under column (d), Annex B, computed on the basis of the levels for the subsequent twelve month period. This should also be applicable from the last year of the previous agreement into the first year of the present Agreement.

For the purpose of applying the carryover provisions, shortfalls in the restraint period in question shall be calculated without debiting to the limits of that restraint period the use of carryover from the preceding restraint period.

b) Carryforward. During each restraint period of this Agreement, the Hong Kong Government may, after prior notification to the Government of Norway, approve the export of amounts in excess of the levels specified in Annex B to this Agreement up to the percentages set out in Annex B under column (e), computed on the basis of the levels for the current restraint period. Where the specific levels have been increased by carryforward the Hong Kong Government shall inform the Government of Norway of the carryforward quantities and debit these to the corresponding levels which are agreed or may be agreed upon for the subsequent period.

c) Swing. During each restraint period of this Agreement, the Hong Kong Government may approve the export of amounts in excess of the levels specified in Annex B to this Agreement up to the percentages set out in Annex B under column (f), computed on the basis of the levels for the current restraint period. Where specific levels have been increased by swing, a corresponding reduction shall be made in one or more of other levels calculated on the basis of the conversion factors listed in Annex B, column (h).

d) Total flexibility. During each restraint period of this Agreement, the additional export quantities resulting from carryover, carryforward and swing taken together shall, for each specific level, not exceed the percentages set out in Annex B under column (g).

Export authorisation

8. In view of the desire of both governments to eliminate real risks of market disruption, the following procedures shall apply to the categories listed in Annex C:

8.1. Hong Kong agrees to notify Norway immediately upon receipt of any unusual concentration of applications for export authorisations in a particular category. In judging what constitutes exceptionally large or unusual concentrations of applications, Hong Kong will have regard to recent levels

of trade with the intention that the quantities covered by the issue of export authorisations in question would not be such as to cause a sharp and substantial increase of imports of the products in question into Norway.

8.2 The Government of Norway may request consultations with a view to agreement on an appropriate level of restraint for any category listed in Annex C for any restraint period whenever, in the view of the Government of Norway, conditions in its market are such that a limitation on further trade in any such category is necessary in order to eliminate a real risk of market disruption.

8.3 The request for such consultations shall be supported as soon as possible, and in any case within 21 days of the date of the request, by a statement of market conditions in Norway which in the opinion of the Government of Norway make necessary the request for consultations. The statement shall include data similar to that contemplated in paragraphs I and II of Annex A of the MFA.

8.4 Upon receipt of a request for such consultations, the Government of Hong Kong, as requested by the Government of Norway, shall cease or otherwise limit further issuance of EAs for a period of seven (7) working days. The Government of Norway may request Hong Kong to extend the period of seven (7) working days mentioned above and may also request Hong Kong to limit the issuance of EAs to a level different from that specified in paragraph 8.5 and 8.6 below, whichever is applicable. The Government of Hong Kong shall consider any such request sympathetically and shall respond promptly. Unless agreed otherwise, the Government of Hong Kong shall have the right, following the expiry of the period of seven (7) working days mentioned above, to resume the issuance of EAs up to the level specified in paragraph 8.5 or 8.6 below, whichever is applicable. EAs thus issued, as well as EAs issued prior to receipt of the request for consultations, may be honoured by the issuance of export licences by the Government of Hong Kong.

The two governments, unless otherwise agreed, shall consult as

soon as possible within 30 days of the request for such consultations and shall make their best efforts to complete such consultations within 30 days of the commencement.

8.5 In the event that consultations do not result in agreement, the Government of Norway shall have the right to request the Government of Hong Kong to limit exports of the relevant products during the restraint period in which the request for consultations is made to a level not less than the highest of:

a) The level of trade in the relevant category for the immediate preceding restraint period plus 6 per cent of that level.

b) The average of the level of trade in the relevant category for all previous years since January 1, 1983, plus 6 per cent of that level.

c) The limit requested by the Government of Norway for the cessation of issuance of EAs in accordance with paragraph 8.4 hereof.

d) The previous restraint level.

8.6 Except as provided for in paragraph 8.8 below, in respect of any category where a limit has been established for a single restraint period and where, in the immediately subsequent restraint period the Government of Norway makes another request for consultations under paragraph 8.2 of this MOU, and, in the event that such consultations do not result in agreement, the Government of Norway shall have the right to request the Government of Hong Kong to limit exports of the relevant categories during the restraint period in which the request for consultations is made, to a level not less than the higher of:

a) The limit established for the immediately preceding restraint period plus 6 per cent of that limit.

b) The limit requested by the Government of Norway for the cessation of issuance of EAs in accordance with paragraph 8.4. hereof.

8.7 Where the Government of Norway makes a request under paragraph 8.5 or 8.6 hereof, the Government of Hong Kong agrees that it will honour such a request.

8.8 In respect of any category for which a limit is established in any one restraint period under this paragraph either government may, prior to the start of the immediately following restraint period, elect to convert that limit into a restraint limit effective as such, from July 1 of the immediately following restraint period.

Where such a conversion is made, the restraint limit so created shall, from date of effectiveness, be accorded 4 per cent annual growth and 8 per cent combined flexibility, of which not more than 4 per cent carryforward and 4 per cent swing.

8.9 Should two requests in respect of the same category be made under paragraph 8.2 hereof during the term of this MOU but in different restraint periods, not being consecutive periods, the provisions of paragraph 8.5 shall apply to the second of the two requests.

8.10 The two governments shall consult as early as possible, with regard to problems that may arise if paragraph 8 hereof is invoked near the end of a restraint period, to consider the possibilities of avoiding undue hardship to the trade.

Admission of Imports

9. Exports from Hong Kong to Norway of textile products listed in Annex A shall be subject to a double-checking system of export and import licencing as specified in Annex D of the MOU. The Government of Norway shall admit imports of the products of Hong Kong origin listed in Annex A provided such imports are covered by Hong Kong Export Licence endorsed, where appropriate, by the Trade Department, Hong Kong, that the products concerned have been debited to the limits for the relevant restraint period.

Circumvention

10. a) The Government of Norway and the Hong Kong Government agree to collaborate with a view to taking appropriate action to avoid circumvention of this MOU.

The Government of Norway and the Hong Kong Government reaffirm their willingness to strengthen this collaboration having regard to the administrative and technical procedures in force in Hong Kong for the implementation of this MOU.

b) Where information available to the Government of Norway constitutes prima facie evidence that products of Hong Kong origin subject to restraint limits established under this MOU have been transhipped or re-routed into Norway in circumvention of this MOU, the Government of Norway may request the opening of consultations in accordance with paragraph 14 herein. Where the evidence provided establishes that the provisions of this MOU have been circumvented, the Hong Kong Government undertakes to debit the appropriate limits for the restraint period in which the circumvention took place or for subsequent restraint periods, timing and scale of such debiting being decided in consultation with the Government of Norway.

Seasonal fluctuations

11. The Government of Hong Kong will endeavour to ensure that exports of textile products subject to restraint limits are spaced out as evenly as possible during each restraint period, due account being taken of seasonal factors.

Re-exports

12. a) Exports from Hong Kong to Norway of textile products covered by this MOU shall not be subject to the restraint limits established in Annex B, provided that the export licence certifies that the products concerned are for re-export outside Norway.

b) Where the competent Norwegian authorities have evidence that products exported from Hong Kong and set off by Hong Kong

against a restraint limit established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall notify the Hong Kong Government of the quantities involved. Upon receipt of such notification, the Hong Kong government may authorise exports for the current restraint period of identical quantities of products within the same category, which shall not be set off against the restraint limits established in Annex B.

Exchange of statistics

13. a) For all products listed in Annex A the Hong Kong Government undertakes to provide the Government of Norway with quarterly statistics of all export licences issued by the authorities for each category for the current restraint period. Each report shall be transmitted within one month after the period covered by the report. For categories listed in Annex B, the final report for a restraint period shall also set out the adjusted limit if a restraint limit has been adjusted as provided for in paragraph 7 of this MOU.

b) The Government of Norway will provide the Hong Kong Government with quarterly statistics of total imports and imports from Hong Kong and other significant suppliers of each of the textile products listed in Annex A. In addition, the Government of Norway will provide quarterly statistics of licences issued for imports from Hong Kong of each of the categories listed in Annex A.

c) Both parties undertake to consider sympathetically requests from the other party to provide statistical information on their trade in textiles.

Consultations

14. a) The Government of Norway and the Government of Hong Kong agree to consult at the request of either government, on any question arising in the application of this MOU or on any question of textile products in accordance with the provisions of the MFA.

b) Should the introduction of changes relating to the Harmonized Commodity Description and Coding System in the view of either Party have the effect of upsetting the balance of rights and obligations between the parties, or affect the economic content of these restraint arrangements, or affect the ability of either party to use or benefit fully from these restraint arrangements, or if it might disrupt trade, the Government of Norway and the Government of Hong Kong agree to consult together, at the request of either Party, with a view to reaching a mutually acceptable solution regarding appropriate and equitable adjustments.

c) 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.

d) The parties shall enter into consultations within 21 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 30 days at the latest.

General

15. The Government of Norway and the Hong Kong Government agree that the provisions of this MOU shall not derogate from the rights of Norway and Hong Kong under the MFA.

16. The present MOU shall apply with effect from 1 July 1987 until 30 June 1990, unless this is changed by application of the provisions of Paragraph 17 of this MOU.

17. Either party may at any time denounce this MOU provided that at least 90 days' written notice is given. In that event the MOU shall come to an end 90 days after receipt of the notice by the other party.

18. Annexes A,B,C,D,E,F and G to this MOU shall be considered as an integral part thereof.

ANNEX A

(a) Cat. no.	(b) Description	(c) Norwegian Classification no.	(d) Hong Kong Classification no.
1.	Woven jackets: tailored jackets, blazers, waistcoats, sportjackets (including parts of ski suits), anoraks and similar garments, parkas, one piece suits and the like, also as parts of suits, sets and costumes, m & b, w & g. (b & g with height above 110 cm)	6101.260-290 6101.440-490 6102.260-290 6101.340-390 ex 6101.341,-351,-361 and -391 ex 6102.941,-951,-961 and -991 ex 6101.940-990	ex 642219-212 ex 643211-212 ex 642221-222 ex 643216-219 ex 642231-232 ex 643221-222 ex 642411-412 ex 643226-225 ex 642421-422 ex 643231-232 ex 642431-432 ex 643236-235 ex 642928-929 ex 643936-939 ex 642938-939 ex 643958-959 ex 642948-949 ex 643978-979 ex 643111-112 ex 643121-122 ex 643131-132
2.	Woven trousers, slacks, jeans, breeches and the like (including bib and brace overalls), other than swimwear and shorts, also as parts of suits and sets, m & b, w & g. (b & g with height above 110 cm)	6101.560-590 6102.640-690 6101.340-390 ex 6102.341,-351,-361 and -391 ex 6101.940-990 ex 6102.941,-951,-961 and -991	ex 642211-212 ex 643211-212 ex 642221-222 ex 643221-222 ex 642231-232 ex 643231-232 ex 642311-312 ex 643921-922 ex 642321-322 ex 643927-928 ex 642331-332 ex 643941-942 ex 642920-921 ex 643967-968 ex 642930-931 ex 643961-962 ex 642960-961 ex 643967-968

(d)
Hong Kong
Classification no.

(c)
Norwegian
Classification no.

(b)
Description

(a)
Cat.
no.

3.	Knitted or crocheted shirts, T-shirts and blouses of all kinds, m & b, w & g. infants.	6004.120-190 6005.420-490 ex 6004.720-990	065910 065930 065950 065970	066193-194 066211-212 066321-322 066433-434
4.	Knitted or crocheted under-garments, other than T-shirts, blouses, night-wear and panty hose, m & b, w & g. infants.	6004.720-990	066102-103 066106-107 ex 066192 066272-273 066276-277 066282-283 066286-287 ex 066292 066331-332	066336-339 066341-342 ex 066345 066348-349 066402-403 066405-407 ex 066412 066422-423 066426-427
5.	Woven shirts of all kinds, m & b. (b with night above 110 cm)	6103.150-190 ex 6101.940-990	066411-112 066421-122	066491-192 066495-196

(a)	(b)	(c)	(d)	
Cat. no.	Description	Norwegian Classification no.	Hong Kong Classification no.	
6.	Knitted or crocheted pullovers, sweaters, jumpers, cardigans and jackets, not elastic nor rubberised, m & b, w & g, infants.	8005.320-390 ex 6005.021-092	ex 845111-114 ex 845115 ex 845121-124 ex 845125 ex 845131-134 ex 845135 ex 845141-144 ex 845145 ex 845908-909 ex 845913-918	ex 845917 ex 845920-929 ex 845935-936 ex 845937 ex 845948-949 ex 845955-956 ex 845957 ex 845968-969 ex 845975-976 ex 845977
7.	Bed linen	6202.110-190 6005.931 ex 6005.920	ex 650310 ex 650320 ex 650330 650621 650622 650623 650624	650629 ex 650628 ex 650629 650601-602 650690 650692 ex 650695

(a) Cat no.	(b) Description	(c) Norwegian Classification no.	(d) Hong Kong Classification no.
8	Woven blouses, shirts and the like, w & g. (g with hight above 110 cm)	6102.540-590 ex 6102.941.-951.-961 and -991 ex 6104.250-290	843511 843552 843512 ex 843938-939 843521 ex 843958-959 843522 ex 843978-979 843591
9.	Knitted or crocheted stockings, under stockings, socks, ankle-socks, sockettes and the like, not elastic nor rubberised, except women's stockings, sport stockings and thick woollen socks	6003.120-190 6003.-920,-949 and -990	ex 847232 ex 847237 ex 847233 ex 847238 ex 847234 ex 847239 ex 847235 ex 847240 ex 847236 ex 847241 ex 847242 ex 847243 ex 847244 ex 847245 ex 847246
10.	Woven dresses, housecoats, frocks and gowns, w & g. (g with hight above 110 cm)	6102.-342.-352.-362 and -391 ex 6102.-941.-951.-961 and -991	843311-312 ex 843938-939 843321-322 ex 843958-959 843331-332 ex 843978-979

(a) Cat. no.	(b) Description	(c) Norwegian Classification no.	(d) Hong Kong Classification no.
11.	Woven skirts, including divided skirts, w & g. (g with hight above 110 cm)	6102.440-490	863411-612 863421-622
12.	Knitted or crocheted costumes, dresses, suits (including onepiece suits and track suits), skirts and trousers, m & b, w & g. (b & g with hight above 110 cm)	ex 6005.120-190 ex 6005.620-690 ex 6005.821-892	865211-212 865213-214 ex 865216-217 865221-222 865223-224 ex 865226-227 865231-232 865233-234 ex 865236-237 865241-242 865243-244 ex 865246-247 ex 865300-301 ex 865302-303 ex 865306-307 ex 865308-309 ex 865313-314 ex 865315-316 865920-921 ex 865922-923 ex 865926-927 ex 865928-929 ex 865933-934 ex 865935-936 865940-941 ex 865942-943 ex 865946-947 ex 865948-949 ex 865953-954 ex 865955-956 865960-961 ex 865962-963 ex 865966-967 ex 865968-969 ex 865973-974 ex 865975-976
13.	Gloves, mittens and mitts of textile material, not knitted or crocheted	6110.010-029	867141 867142 ex 867143

(a) Cat no.	(b) Description	(c) Norwegian Classification no.	(d) Hong Kong Classification no.
15.	Woven ulsters, overcoats, capes and coats (except those impregnated or coated with oil, varnish, rubber, artificial plastic material and the like), m & b, w & g. (b & g with night above 110 cm)	8101.160-190 8102.160-190 ex 6101.960-990 ex 6102.961.-951, -961 and 991	862111-112 ex 863111-112 862191-194 ex 863121-122 862922-923 ex 863131-132 862926-925 ex 863923-924 862928-929 862932-933 ex 863938-939 862936-935 ex 863938-939 862942-943 ex 863965-966 862966-945 ex 863958-959 862968-949 ex 863963-964 863965-966 ex 863958-959 863963-964 863965-966 ex 863978-979
16.	Knitted or crocheted nightwear, m & b, w & g. infants.	6006.220-290	865186-185 865190-191 ex 865192 865276-285 865290-291 ex 865292 866333-336 865363-366 ex 865365 866606-609 866610-611 ex 866612

ANNEX 8

(a) Cat. no.	(b) Restraint Level	(c) Annual Growth Rate		(d) Carry- over		(e) Carry- forward		(f) Swing		(g) Total Flexi- bility		(h) Conversion Factor
		Percen- tages	Percen- tages	Percen- tages	Percen- tages	Percen- tages	Percen- tages	Percen- tages	Percen- tages	Percen- tages	esy/dz units	
	1.7.87- 30.6.88											
1	526 688 pcs	0.7	4	2	1	4	37					
2	1 075 646 pcs	0.7	4	2	1	4	18					
3	702 492 pcs	0.8	4	2	1	4	15					
4	2 890 862 pcs	0.8	4	2	1	4	8					
5	668 353 pcs	0.7	4	2	1	4	22					
6	2 050 169 pcs	2.0	5	2.5	3	5	37					
7	28 867 kgs	2.0	5	2.5	3	5	11 esy/kg					
8	628 437 pcs	2.0	5	2.5	3	5	20					
12	109 273 pcs	4.0	8	4	4	8	35					
13	656 700 pairs	4.0	8	4	4	8	3.5					
15	49 286 pcs	4.0	8	4	4	8	60					

Note:
The restraint levels for the periods 1.7.88-30.6.89 and 1.7.89-30.6.90 will be calculated by applying the annual growth rate percentage in column (c) to the restraint level in the preceding period.

ANNEX C

Categories subject to the export authorisation procedures set out in paragraph 8 of this MOU.

(For the full description and classification of the categories see Annex A).

(a) Cat.No.	(b) Description
9	Knitted or crocheted stockings, under stockings, socks, ankle-socks, sockettes and the like, not elastic nor rubberised, except women's stockings, sport stockings and thick woollen socks.
10	Woven dresses, housecoats, frocks and gowns, w & g. (g with hight above 110 cm)
11	Woven skirts, including divided skirts, w & g. (g with hight above 110 cm)
18	Knitted or crocheted nightwear, m & b, w & g, infants.

ANNEX D

ADMINISTRATIVE COOPERATION

1. Products originating in Hong Kong for export to Norway in accordance with the arrangements established by this MOU shall be accompanied by a certificate of Hong Kong origin conforming to the specimen attached as Annex G.

The certificate of Hong Kong origin shall be issued by the Trade Department and other organisations designated by the Hong Kong Government as notified to the Government of Norway in accordance with paragraph 11 of this Annex.

2. The competent authorities of Hong Kong shall issue an export licence in respect of all consignments from Hong Kong for exports to Norway of products listed in Annex A. For categories with restraint limits, the export licence shall conform to the specimen attached as Annex E. For other categories listed in Annex A, the export licence shall conform to the specimen attached as Annex F.

3. Exports of products listed in Annex B shall be debited to the restraint limits established for the period in which shipment of the goods is effected.

4. The presentation of an export licence, in application of Paragraph 5 below, shall normally be effected not later than 45 days after the end of the the restraint period in which the goods covered by the licence have been shipped.

5. Importation into Norway of textile products subject to restraint 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 endorsed copy of the corresponding export licence.

6. 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 restraint limit for the category and restraint period in question and the authorities of Hong Kong shall be informed as soon as possible.

7. If the competent Norwegian authorities find that the total quantities covered by export licences issued by the authorities of Hong Kong for a particular category in any restraint period exceed the restraint limit established for that category or that limit adjusted as provided for in the MOU, the competent Norwegian authorities shall immediately inform the authorities of Hong Kong and the consultation procedure set out in Paragraph 14 of the MOU shall be initiated forthwith.

8. Exports of Hong Kong origin products listed in Annex A not covered by export licences issued by the authorities of Hong Kong in accordance with the provisions of this Annex will be refused the issue of appropriate import documents by the competent Norwegian authorities.

9. Each export licence and certificate of Hong Kong origin shall bear a serial number, by which it can be identified. Each export licence shall also include the Hong Kong classification numbers.

10. In the event of theft, loss or destruction of an export licence or a certificate of Hong Kong origin, the exporter may apply to the competent authority which issued the document for replacement. This replacement shall bear an appropriate endorsement, and the date of the original export licence or certificate of Hong Kong origin.

11. The Government of Hong Kong shall send the Norwegian Ministry of Trade and Shipping the names and addresses of the

authorities competent for the issue and verification of export licences and certificates of Hong Kong origin together with specimens of the stamps used by these authorities. The Government of Hong Kong shall also notify the Ministry of any change in this information.

EXPORT LICENCE (TEXTILES) FORM B

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Exporter (Name & Address)		Date of Receipt and Receipt No		HONG KONG GOVERNMENT Import and Export Ordinance (Cap 60) Import and Export (General) Regulations	
T.C.R. No (where applicable)		Tel No		Date of Issue and Licence No	
Consignee		Issue of this licence is approved		Status	
Manufacturer (Name & Address)		for Director of Trade			
T.C.R. No (where applicable)		Tel No			
Departure Date		Country of Final Destination			
Vessel/Flight No		C.O./Form A No		MANUFACTURER'S DECLARATION Date	
FOR CONDITIONS OF ISSUE PLEASE SEE OVERLEAF		WARNING: All alterations must be entered out by authorized officers. Heavy penalties are provided for false declaration and information, unauthorized alterations and misuse of this licence.		I, principal official of (Name of Manufacturer's Co.) hereby declare that I am the manufacturer of the goods in respect of which this application is made that the goods are of Hong Kong origin in accordance with condition (2) overleaf and that the particulars given herein are true. I further declare that I am supplying the quotas for the goods covered by this application in accordance with condition (3) overleaf. ("Delete if not applicable")	
Signature		Chop		Signature	

Mark (s) and Number (s)	No. of packages	Full Description of Goods (State Country of Origin of raw materials)	No. of Units	Value f.o.b. HK\$
<div style="border: 2px solid black; padding: 10px; font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">SPECIMEN</div>				
				Total Amount

Item No	Category/Sub Category or Commodity Item Code No	T.C.R. No of Quota/ Export Authorization/ Permit Holder	Quota Reference (see below)	Quotary Shipped in Quota Units	EXPORTER'S DECLARATION Date
1					I, principal official of (Name of Exporter's Co.) hereby declare that I am the exporter of the goods in respect of which this application is made and that the particulars given herein are true. I further declare that I am supplying the quotas for the goods covered by this application in accordance with condition (3) overleaf. ("Delete not applicable")
2					
3					
4					
5					
Insert here—Type of Quota, Export Authorization Number, Sewing Transfer or A—Type Transfer Number or Quota Permit Number as appropriate.					Signature
					Chop

CONDITIONS OF ISSUE OF THIS LICENCE INCLUDE THE FOLLOWING:

- (1) This licence is valid for twenty-eight days from the date of issue, unless otherwise stated
- (2) Goods covered by this licence must be of Hong Kong origin. Goods claiming Hong Kong origin must have undergone principal processes in Hong Kong. These are processes which permanently and substantially change the nature, shape, form, and utility of the raw materials used, as laid down by the Director of Trade in certificate of origin circulars.
- (3) The company supplying the quotas for the goods covered by this licence must:
 - Either: (i). perform at least four of the following functions:
 - (a) receive order from the overseas buyer,
 - (b) receive payment from the overseas buyer for the goods,
 - (c) purchase or supply the raw materials for the manufacture of the goods,
 - (d) contract with the manufacturer for the manufacture of the goods,
 - (e) make payment to the manufacturer for the goods, and
 - (f) arrange the export of the goods.
 - or (ii). perform the principal processes in the manufacture of the consignment in question.

Please note that the particular requirements of each of the above functions are set out in Notices to Exporters issued by the Trade Department. These particular requirements must also be complied with in order to satisfy this condition. Accordingly, the companies concerned should contact the Enquiry Section of the Trade Department if they are in any doubt as to the content and/or application of these particular requirements.

Please note further, that in cases of export against free quota, this condition will additionally be governed by any Notice to Exporters relevant to the free quota scheme.

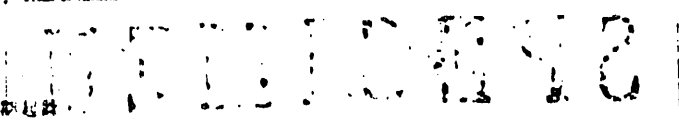
- (4) The exporter and manufacturer declared on this licence must comply with the conditions governing the allocation and utilisation of quota, as stipulated in the quota allocation certificate issued to quota holders and in Notices to Exporters issued by the Trade Department from time to time. The companies concerned should contact the Enquiry Section of the Trade Department if they are in any doubt as to the content and/or application of these conditions.

IMPORTANT WARNING

Breach of any of the conditions of issue renders this licence null and void and any company guilty of such a breach is liable to prosecution and heavy penalties under the Import and Export Ordinance. In addition, the Director of Trade reserves the right to take administrative action against the company, including the cancellation of any balance of unshipped quota/permits and the denial of future allocations.

EXPLANATORY NOTES

- (1) This form must be submitted in quadruplicate. The triplicate must be surrendered to the Shipping or Airline Company before departure of goods, and returned to the Trade Department by the Shipping or Airline Company together with the relevant manifest within fourteen days after the day on which the goods are exported as required by Section 11 of the Import and Export Ordinance, Cap 60.
- (2) The exporter must file an Export Declaration in respect of items on this licence as required by Regulation 5 of the Import and Export (Registration, Rely) Regulations.
- (3) Provided there are no complications, the licence will be ready for collection two clear working days (i.e. excluding Sundays and public holidays) after the date upon which the form is received.



留意本證的發給條件:

- (1) 本證有效期限為二十八日，由發給的日期起算。
 - (2) 本證所發貨品必須經香港來源，即該貨品來源的貨務必須在香港進行主要製造工序。此等工序，如貿易署署長在本地來源證明書內所訂明，則該貨品須經該等工序，即其、形式及用途的工序。
 - (3) 供應本證所發貨品所須履行的主要條件:
 - (i) 須按以下所列其中四項:
 - (1) 接收海外買家的訂單;
 - (2) 接收海外買家支付訂金的款項;
 - (3) 購買或供應製造有關貨品的原料;
 - (4) 與製造商訂立製造有關貨品的合約;
 - (5) 向製造商支付有關貨品的款項;及
 - (6) 安排輸出有關貨品。
 - 或(ii) 進行有關貨品的主要製造工序。
- 請注意，上述各項特別規定均載於貿易署所發出的致出口商(紡織事務)通告內，必須按此等規定方能符合此條件。滿誠如對此等特別規定的內容及之或應用情況有任何疑問，請與貿易署的詢問組聯絡。
- 又請注意，倘有憑自由進出口貨品，則此項條件將會另外受到任何與自由額方案有關的致出口商(紡織事務)通告所管制。
- (4) 在本證作出證明時出口商及製造商必須遵守分配及運用配額的條件。此等條件在配額分配證書及貿易署經常發出的致出口商(紡織事務)通告內訂明。滿誠如對此等條件的內容及之或應用情況有任何疑問，應與貿易署的詢問組聯絡。

重要警告

如有違反任何發給條件，將會導致本證失效，根據進出口條例，任何違反此等規定的商號可能會遭檢控及罰款。此外，貿易署署長保留權利，對有關商號採取行政制裁，包括撤銷商號的進出口貨品配額許可證，及取消有關商號日後獲配配額的資格。

註釋

- (1) 本表格第一式應作憑交，根據香港法例第六十條進出口條例第十一條的規定，本表格的第二副本必須在貨物離港前交給船務或航空公司，然後在輸出貨物之日起十四天內，由船務或航空公司送回有關船單一併交回貿易署。
- (2) 根據進出口(註釋)規例第五條，出口商必須就本證所列貨物遞交出口報關單。
- (3) 倘無特殊情況，申請人在遞交本表格的翌日起編制報關作報(不包括星期日及公眾假期)後，即可領取出口證。

EXPORT LICENCE (TEXTILES) FORM 4 ANNEX F

COM.TEX/SB/1346
Page 25

T.C.R. No. (where applicable)		Tel. No.		Date of Receipt and Receipt No.		HONG KONG GOVERNMENT Import and Export Ordinance (Cap. 60) Import and Export (General) Regulations	
Consignee		Issue of this licence is approved.		Date of issue and Licence No.		_____ for Director of Trade	
Manufacturer (Name & Address)		principal official of _____		MANUFACTURER'S DECLARATION		Stamps	
T.C.R. No. (where applicable)		Tel. No.		Date _____		_____ (Name of Manufacturer's Co.)	
Departure Date		Country of Final Destination		hereby declare that I am the manufacturer of the goods in respect of which this application is made, that the goods are of Hong Kong origin in accordance with condition (2) overlaid and that the particulars given herein are true.		_____ Signature	
Vessel/Flight No.		C.O./Form A No./Country of Manufacture (if not of H.K. Origin)		_____ Chop		_____	
FOR CONDITIONS OF ISSUE PLEASE SEE OVERLEAF		WARNING: All applications must be accompanied by authorized officers. Heavy penalties are provided for false declaration and information unauthorised alterations and misuse of this licence.		_____ Signature		_____ Chop	
Mark(s) and Number(s)		No. of packages		Full Description of Goods (State Country of Origin of raw materials)		No. of Units	
_____ _____ _____ _____ _____ _____ _____		_____ _____ _____ _____ _____ _____ _____		_____ _____ _____ _____ _____ _____ _____		Value f.o.b. HK\$	
_____ _____ _____ _____ _____ _____ _____		_____ _____ _____ _____ _____ _____ _____		_____ _____ _____ _____ _____ _____ _____		Total Amount	
Item No.		Commodity Item Code No.		EXPORTER'S DECLARATION		Date _____	
1		_____		I, _____		_____	
2		_____		principal official of _____		_____	
3		_____		_____ (Name of Exporter's Co.)		_____	
4		_____		hereby declare that I am the exporter of the goods in respect of which application is made and that the particulars given herein are true.		_____	
5		_____		_____		_____	
6		_____		_____		_____	
7		_____		_____ Signature		_____ Chop	

SPECIMEN

CONDITIONS OF ISSUE OF THIS LICENCE INCLUDE THE FOLLOWING:

- (1) This licence is valid for twenty-eight days from the date of issue, unless otherwise stated
- (2) Goods claiming Hong Kong origin must have undergone principal processes in Hong Kong. These are processes which permanently and substantially change the nature, shape, form and utility of the raw materials used, as laid down by the Director of Trade in certificate of origin circulars.

IMPORTANT WARNING:

Breach of any of the conditions of issue renders this licence null and void and any company guilty of such a breach is liable to prosecution and heavy penalties under the Import and Export Ordinance

EXPLANATORY NOTES:

- (1) This form must be submitted in quadruplicate. The triplicate must be surrendered to the Transportation, Shipping or Airline Company before departure of goods, and returned to the Trade Department by the Transportation, Shipping or Airline Company together with the relevant manifest within fourteen days after the day on which the goods are exported as required by Section 11 of the Import and Export Ordinance, Cap 60
- (2) The exporter must file an Export Declaration in respect of items on this licence as required by Regulation 5 of the Import and Export (Registration) Regulations
- (3) Provided there are no complications, the licence will be ready for collection two clear working days (i.e. excluding Sundays and public holidays) after the date upon which the form is received

簽發本證的條件如下：


1. 本證有效期限，本證有效二十八日，由簽發日期起計。
2. 聲稱原產香港的貨物必須是在香港進行主要製造工序。此等工序，如貿易署署長在產地來源證通告內所指明，指改變所用原料性質、形狀、形式及用途的工序。

重要警告

如有違反任何簽發條件，將會導致此證無效。根據進出口條例，任何違反此等規定的罰款可能高達十萬元及監禁。

註釋

1. 本表格須一式四份遞交。根據香港法例第六十章進出口條例第十一條的規定，本表格的第三份須在貨物離港前交與船務、船務或航空公司，然後在輸出貨物之日後十四天內，由船務、船務或航空公司連同有關清單一併交回貿易署。
2. 根據進出口(註冊)規例第五條，出口商必須就本證所列貨物遞交出口執照。
3. 在表格第11條，申請人在遞交本表格的翌日起兩個工作日(不包括星期日及公眾假期)後，即可領取出口證。

EXPORTER (Full Name & Address)		<div style="text-align: center;">  <p><i>Certificate No.</i> COM.TEX/SB/1346 Page 27</p> </div> <div style="text-align: center; margin-top: 20px;"> <p>GOVERNMENT OF HONG KONG</p> <p>CERTIFICATE OF HONG KONG ORIGIN</p> </div>	
CONSIGNEE (If required)			
Carrier	Port of Loading	Date of Departure	Country of Destination
Port of Discharge	Final Destination. If on Carriage	(on or about)	Factory Number
Mark(s) & Number(s)	Number and Type of Packages & Description of Goods	Quantity or Weight (in words and figures)	Brand Names or Labels (if any)
<div style="border: 2px solid black; padding: 10px; display: inline-block;"> <p style="font-size: 2em; margin: 0;">SPECIMEN</p> </div>			
I hereby certify that the goods described above were made in Hong Kong.			
..... for Director of Trade			

ORIGINAL—WHITE
 DUPLICATE—YELLOW
 TRIPPLICATE—LIGHT BLUE

CROWN COPYRIGHT RESERVED

TIC 14 0

Oslo, 24 April 1987

Mr. Johan Hillestad Iversen
Leader of the Norwegian Delegation

Dear Mr. Iversen,

SAMPLE LICENCING ARRANGEMENTS

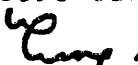
During the consultations held in Oslo from 22 to 24 April 1987 we discussed arrangements permitting the export of samples of restrained textile items from Hong Kong outside the export restraint arrangements.

We agreed that in respect of the export of samples of textile items subject to restraint and export authorisation from Hong Kong to Norway, Hong Kong should issue export licences outside the provisions of the Memorandum of Understanding initialled between Hong Kong and Norway on 24 April 1987 subject to the following conditions:

- (a) the shipments are bona fide commercial samples not for sale in Norway;
- (b) any style in each samples shipment must not exceed ten dozens;
- (c) the total value of each sample shipment should not exceed nine hundred Hong Kong Dollars (HK\$ 900) f.o.b.;
- (d) sample shipments must be air-freighted;
- (e) a Hong Kong company may not apply for more than one sample export licence to the same Norwegian importer within the same week in respect of the same type of product; and
- (f) goods covered by a sample export licence must not be packed or invoiced together with goods not subject to the same licence.

This is to confirm that Hong Kong will observe the conditions set out above in respect of sample shipments.

Yours sincerely,


Joseph Wong

Leader of the Hong Kong Delegation

Oslo, 24 April 1987

Mr. Joseph Wong
Leader of the Hong Kong Delegation

Dear Mr Wong,

SAMPLE LICENCING ARRANGEMENTS

Thank you for your letter of 24 April 1987 on the above-mentioned subject.

I confirm that the contents of your letter are acceptable to Norway.

Yours sincerely,



Johan Hillestad Iversen
Leader of the Norwegian Delegation

Ref : CR EIC 213/10/2 I1

The Trade Department presents its compliments to the Royal Norwegian Consulate General and has the honour to refer to the latter's note of 28 July 1987 concerning the exemption from quota of exports from Hong Kong to Norway of barbecue mittens and the like.

The Trade Department welcomes the proposed removal of barbecue mittens and the like from the coverage of Category 13 of the existing Memorandum of Understanding between Norway and Hong Kong relating to the exports from Hong Kong of certain textile products for import into Norway. In this connection, the Trade Department confirms that it is prepared to provide regular statistics on the total exports of the products in question and proposes to do so on a quarterly basis. If the Government of Norway confirms that such an arrangement is agreeable, shipments of barbecue mittens and the like will immediately thereafter be made outside quota under cover of export licences conforming to the specimen attached as Annex F to the above-mentioned Memorandum of Understanding (ie Export Licence (Textiles) Form 4).

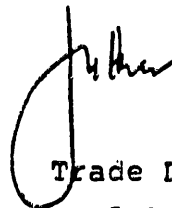
To take account of the change in product coverage of Category 13, the Trade Department proposes the following amendments to the Memorandum of Understanding

- (i) amend the description of Category 13 in Annex A to read "Gloves, mittens and mitts of textile material, not knitted or crocheted, with the exception of barbecue mittens and the like"; and

- (ii) amend the Hong Kong Classification numbers under column 'd' of Annex A to read
"ex 847141
ex 847142
ex 847143".

If the proposals in subparagraphs (i) and (ii) above are acceptable to the Government of Norway, the Trade Department proposes that this note and the note confirming acceptance shall constitute an amendment to the Memorandum of Understanding between the two Governments.

The Trade Department avails itself of this opportunity to renew to the Royal Norwegian Consulate General the assurances of its highest consideration.



Trade Department
5 August 1987

Accepted by the Norwegian government in a note to the Trade Department of August 1987.