

# GENERAL AGREEMENT ON

RESTRICTED

COM.TEX/SB/1434\*

9 January 1989

## TARIFFS AND TRADE

Special Distribution

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Textiles Surveillance Body

### ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

#### Notification under Article 4

#### Bilateral agreement between Norway and Macao

The Textiles Surveillance Body received a notification from Norway of a bilateral agreement<sup>1</sup> concluded with Macao for the period 1 January 1988 to 31 December 1991.

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

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<sup>1</sup>The previous bilateral agreement is contained in COM.TEX/SB/1123.

<sup>2</sup>See COM.TEX/SB/35, Annex B

<sup>3</sup>For the TSB's observation on this notification see COM.TEX/SB/1443.

\* English only/Anglais seulement/Inglés solamente

### Introduction

1. This Agreement sets out the arrangements that have been made between the Government of Norway and the Government of Macau regarding the exports of certain textile products from Macau 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 31.7.1986, bearing in mind particularly the provisions of Article 1:2 and Article 4 of the MFA and Paragraph 12 of the Protocol of Extension.

### Duration

3. This Agreement shall apply for the period 1 January 1988 - 31 December 1991.

### Coverage

4. These arrangements apply to Macau'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 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.

### Classification

5 (a) For the purpose of classifying textile products in the appropriate category, the definitions set out in Annex A will apply.

(b) In case of divergent opinions between Macau 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 authorities of Macau shall be informed by the competent authorities in Norway as soon as a case of divergent opinions on the classification of products arises.

(c) Pending agreement on the appropriate classification and subject to the consent by the Government of Macau, the products in question may 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 Agreement.

#### Restraint levels

6. For products listed in Annex B to this Agreement, the Government of Macau shall for each restraint period during the term of this Agreement restrain Macau's exports to Norway to the limits set out in Annex B or the limits modified as provided for in this Agreement.

#### 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 utilized, the Government of Macau 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.

(b) Carryforward. During each restraint period of this Agreement, the Government of Macau 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 specific levels have been increased by carryforward the Government of Macau 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. This should also be applicable from the first year of the present Agreement into the last year of the previous Agreement.

(c) Swing. During each restraint period of this Agreement, the Government of Macau 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 (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).

#### Administration

8. Exports from Macau 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.

9. If the information available to the Norwegian authorities shows that the quantitative limit for the category of products specified in an export licence has already been reached or the unused portion of that limit is insufficient to cover the goods specified in the licence,

the said authorities may refuse to admit any quantity in excess of the quantitative limit. In this event the Government of Norway shall inform the Government of Macau as soon as possible. Both sides shall exchange relevant information in order to resolve data discrepancies, if any.

#### Circumvention

10. The Government of Norway and the Government of Macau agree to cooperate fully in dealing with problems relating to circumvention of the arrangements set out in this Agreement, in accordance with the provisions of Article 8 of the Arrangement and Paragraphs 16 and 17 of the Protocol of Extension dated 31 July 1986 in Geneva.

#### Seasonal fluctuations

11. The Government of Macau 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 and traditional patterns of trade.

#### 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. Changes in the Rules of Origin in so far as they affect exports from Macau to Norway of products covered by this Agreement shall not be made without prior consultations between the two parties.

#### Re-exports

13. Exports from Macau 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 authorities have evidence that

products exported from Macau and set off by Macau against a quantitative limit established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall notify the Government of Macau of the quantities involved. Upon receipt of such notification, the Government of Macau may authorise 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 Government of Macau 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. For products listed in Annex B, these statistical reports shall also set out

- (i) the maximum export level for each category for the relevant restraint period,
- (ii) the modified limit if the restraint level has been modified as provided for in Article 7 of this Agreement, and
- (iii) the rate of utilization of the restraint level.

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

The Government of Norway will provide the Government of Macau with quarterly statistics of licences issued for imports from Macau of all categories covered by this Agreement.

#### Consultations

15. The Government of Macau and the Government of Norway agree to consult at the request of either Government, on any question arising in the application of this Agreement

or on any question of textile products in accordance with the provisions of the MFA.

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 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.

#### Other textile products

16. The Norwegian Government reserves its rights under the MFA with respect to textile products not covered by this Agreement.

#### General

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

Either party may at any time terminate this Agreement provided that at least 60 days' notice is given. In that event the Agreement shall come to an end on the expiry of the period of notice, unless otherwise agreed upon.

18. The Annexes (A) to (E) to this Agreement and the Agreed Minutes shall be considered as an integral part thereof.

19. This Agreement has been drawn up in two copies in the English language.

PRODUCT CATEGORIES COVERED BY THE AGREEMENT

Category

<u>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 under garments, men's, boys', women's, girls', infants', other than T-shirts, blouses, night wear 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 rubberised: - Pull-overs, sweaters, jumpers, cardigans and jackets.
7	Kgs	Bed linen
8	Pieces	Outer garments of woven material, women's, girls': - Blouses, shirts and the like



ANNEX B

(b)	(c)	(d)	(e)	(f)	(g)	(h)
Restraint level	Annual Growth Rate	Carry-over	Carry-forward	Swing	Total Flexibility	Conversion Factor
1 January-31 December 1988	Rate	Percentages	Percentages	Percentages	Percentages	unit pr. kg.
30.000 pcs	2	8	4	3	8	1,2
70.000 pcs	2	8	4	3	8	1,2
40.000 pcs	2	8	4	3	8	4,0
90.000 pcs	2	8	4	3	8	12,0
50.000 pcs	2	8	4	3	8	3,0
100.000 pcs	2	8	4	3	8	3,0
10.000 kgs	2	8	4	3	8	1,0
50.000 pcs	2	8	4	3	8	3,0

ANNEX C

ADMINISTRATIVE COOPERATION.

1. Products originating in Macau for export to Norway in accordance with the arrangements established by this Agreement shall be accompanied by an export licence/certificate of Macau origin conforming to the specimen attached as Annexes D,E, including full and detailed description of the goods. The competent authorities of Macau shall issue an export licence/certificate of origin in respect of all consignments from Macau of exports to Norway covered by Annex A.
2. For products covered by Annex B, the authorities of Macau shall issue such 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.
3. Each export licence/certificate of origin shall cover only one of the categories or products listed in Annex A to this Agreement.
4. Exports shall be set off against the quantitative limits established for the restraint period in which shipment of the goods has been effected.
5. The presentation of an export licence/certificate of origin in application of paragraph 6 below, shall be effected not later than 28 February of the year following that in which the goods covered by the licence have been shipped.
6. Importation into Norway of textile products covered by this Agreement shall be subject to the presentation of appropriate import documents.

The competent Norwegian authorities shall issue such import documents automatically as far as possible within five working days of the presentation by the importer of the original of the corresponding export licence/certificate of origin.

7. 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 restraint period in question, and the authorities of Macau shall be informed as soon as possible.

8. The export licence/certificate of Macau 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 in this Agreement.

9. Each export licence/certificate of Macau origin shall bear a serial number by which it can be identified.

10. In the event of theft, loss or destruction of an export licence/certificate of Macau origin, the exporter may apply to the competent Macau 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 licence or certificate so issued shall bear the endorsement "duplicate".

The duplicate must bear the date of the original export licence/certificate of Macau origin.

11. The Government of Macau shall send the Norwegian Ministry of Trade the names and addresses of the Macau authorities competent for the issue and verification of export licence/certificate of Macau origin together with specimens of the stamps used by these authorities. The Government of Macau shall also notify the Ministry of any change in this information.

ANNEX D

1 Exporter (name, full address, country)	ORIGINAL	2 N°
	Quota period	4 Category number
5 Importer (name, full address, country)	MACAU — NORWAY TEXTILES AGREEMENT EXPORT LICENCE (TEXTILE PRODUCTS)	
	6 Country of origin MACAU	7 Country of destination
8 Place and date of shipment — (Means of transport)  MACAU —	9 Supplementary details	
10 Marks and numbers — Number and kind of packages Description of Goods	11 Quantity (1)	12 Fob Value (2)
<p>13 CERTIFICATION BY THE COMPETENT AUTHORITY</p> <p>I, the undersigned, certify that the goods described above have been charged against the quantitative limit established for the period shown in box N.° 3 in respect of the category shown in box N.° 4 by the provisions regulating trade in textile products with Norway.</p>		
14 Competent authority (name, full address, country)	At _____ on _____	
<p>DIRECÇÃO DOS SERVIÇOS DE ECONOMIA MACAU</p>		

ANNEX E

1 Exporter (name, full address, country)	ORIGINAL	2 N°	
5 Importer (name, full address, country)	3 Quota period	4 Category number	
8 Place and date of shipment — (Means of transport)	<p style="text-align: center;">MACAU — NORWAY TEXTILES AGREEMENT CERTIFICATE OF ORIGIN (TEXTILE PRODUCTS)</p>		
	6 Country of origin MACAU	7 Country of destination NORWAY	
	9 Supplementary details		
<p>10 Marks and numbers — Number and kind of packages Description of Goods</p> <p>(1) Show net weight (kg) and also quantity in the unit prescribed for category where other than net weight (2) In the currency for the sale contract</p>	11 Quantity (1)	12 Fob Value (2)	
<p>13 CERTIFICATION BY THE COMPETENT AUTHORITY</p> <p>I, the undersigned, certify that the goods described above originate in Macao in accordance with the provisions enforced by the Norwegian Government.</p>			
<p>14 Competent authority (name, full address, country)</p> <p style="text-align: center;">DIRECÇÃO DOS SERVIÇOS DE ECONOMIA MACAU</p>	<p>At _____ on _____</p>		

Mr. Johan Hillestad Iversen  
Leader of the Norwegian Delegation

Oslo, 7 October 1987

Dear Mr. Iversen.

**SAMPLE LICENSING ARRANGEMENTS**

During the consultations held in Oslo from 6 to 7 October 1987 we discussed arrangements permitting the export of samples of restrained textile items from Macau 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 Macau to Norway, Macau should issue export licences outside the provisions of the Agreement initialled between Macau and Norway on 7 October 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 Norwegian Kroner (900 NOK) f.o.b;
- (d) sample shipments must be air-freighted;
- (e) a Macau 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 Macau will observe the conditions set out above in respect of sample shipments.

Yours sincerely,

Cristiano Domingues  
Leader of the Macau Delegation

Oslo, 7 October 1987

Mr. Cristiano Domingues  
Leader of the Macau Delegation

Dear Mr. Domingues,

**SAMPLE LICENSING ARRANGEMENTS**

Thank you for your letter of 7 October 1987 on the abovementioned subject.

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

Yours sincerely,

Johan Hillestad Iversen  
Leader of the Norwegian Delegation