

GENERAL AGREEMENT ON

RESTRICTED

COM.TEX/SB/1435*

9 January 1989

TARIFFS AND TRADE

Special Distribution

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Article 4

Bilateral agreement between Norway and Yugoslavia

The Textiles Surveillance Body received a notification from Norway of a bilateral agreement concluded with Yugoslavia for the period 1 January 1988 to 31 December 1990.¹

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

¹The previous bilateral agreement is contained in COM.TEX/SB/1096

²See COM.TEX/SB/35, Annex B

*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 THE SOCIALIST FEDERAL REPUBLIC OF
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 Government of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Contracting Parties") 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 31.07.1986, bearing in mind particularly the provisions of Article 1:2, Article 1:6 and Article 4 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, man-made fibres or blends 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

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 Yugoslav and Norwegian authorities on the classification of products covered by this Agreement, consultations as provided for in Paragraph 15 of this Agreement shall be held with a view of reaching agreement on the appropriate classification.

of the products concerned and of resolving any difficulties arising therefrom. For this purpose, the Yugoslav authorities shall be informed by the competent Norwegian authorities 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, in conformity with the provisions of this Agreement.

Restraint levels

6. For products listed in Annex B to this Agreement, Yugoslavia shall for each period during the term of this Agreement restrain its exports to Norway to the limits set out in Annex B.

Flexibility provisions

7. (a) If in any restraint period of this Agreement, levels specified in Annex B of this Agreement for any categories are not fully utilized, the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia may, through the appropriate organ after prior notification to the Government of the Kingdom of Norway during the subsequent twelve months period approve the exports of additional amounts (carryover) 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) in Annex B.

(b) During each restraint period of this Agreement, the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia may, through the appropriate organ after prior notification to the Government of the Kingdom of Norway, approve the exports of amounts in excess of the levels specified in Annex B of this Agreement up to the

percentages set out in Annex B under column (e) increased by the appropriate growth rate of these levels (carry forward) for the current restraint period. Where specific levels have been increased by carry forward the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia shall inform the Government of the Kingdom of Norway of the carry forward quantities and debit these to the corresponding levels which are agreed or may be agreed upon for the subsequent period.

(c) During each restraint period of this Agreement, the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia may through the appropriate organ after prior notification to the Government of the Kingdom of Norway approve the exports 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) increased by the appropriate growth rate (swing). 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) During each restraint period of this Agreement, the additional export quantities resulting from carryover, carry forward and swing taken together shall, for each specific level, not exceed the percentages set out in Annex B under column (g).

Products covered by the Agreement without restraint levels

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 restraint levels have reached a level corresponding to 1.5% of the preceding calendar year's total imports into Norway of that product and the imports cause or threaten to cause market disruption as defined in Annex A of the MFA, the Norwegian Government may request consultations in order to establish a restraint level for the products concerned.

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

Administration

9. Exports from Yugoslavia to Norway of textile products listed in Annex B shall be subject to a double-checking system by the Norwegian and Yugoslav authorities, as specified in Annex C of the Agreement.

Circumvention

10. The Contracting Parties agree to cooperate fully in dealing with problems relating to circumventions 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 transshipment, rerouting or otherwise, in circumvention of the arrangements set out in this Agreement, Norway may ask for consultations as provided for in Paragraph 15 of this Agreement, with a view to agree on an appropriate solution.

If the parties fail to reach a mutually satisfactory solution within a period of 51-days from the date when the request for consultations was received, the Norwegian authorities may, if solid evidence of circumvention has been provided and pending the outcome of the consultations, carry out an appropriate adjustment of the restraint level for the products concerned, for the current or the following calendar year.

Seasonal fluctuations

11. The Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia will endeavour to ensure by way of issuing export licences that exports of textile products covered by this Agreement and subject to restraint levels are spaced out as evenly as possible each calendar year, however taking into consideration possible concentration of exports attributable to 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. Any changes in these rules shall be notified to the Yugoslav authorities.

Re-exports

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

Where the competent Norwegian authorities have evidence that products exported from Yugoslavia against a restraint level established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall notify the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia of the quantities involved. Upon receipt of such notification, The Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia may authorize for the current calendar year

exports 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 Annex B of this Agreement

- The Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia through the appropriate organ will provide the Government of the Kingdom of Norway with quarterly statistics of all export licences issued by the authorities for each category for the current restraint period.

For all products covered by this Agreement

- the Government of the Kingdom of Norway will provide the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia with quarterly statistics of total imports and of imports authorised from Yugoslavia by the authorities for each category for the current restraint period.

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

Consultations

15. The Contracting Parties agree to consult at the request of either of said parties, 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 reason 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 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.

Reintroduction of restraints

17. It is agreed by the Government of the Kingdom of Norway that if restraint levels were introduced under the provisions of Paragraph 15 of this Agreement for any category or categories of products that were subject to quantitative limits in the agreement of December 1984 but were subsequently removed, the annual restraint levels so fixed shall not be less than the highest restraint levels obtained for that category or categories of products in any agreement year in the past duly increased by an annual growth rate.

General

18. The present Agreement shall enter into force when the Contracting Parties have notified each other that all internal procedures which are necessary for the fulfilment of the obligations in the Agreement have been completed. The present Agreement shall provisionally enter into force from 1 January 1988 and shall be valid until 31 December 1990.

19. 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 renounce 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.

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

Done in two originals in on 1987 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

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, boy's, 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, boy's, 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, boy's, women's girls', infants; other than T-Shirts, blouses, night wear and panty hose. |

5. Pieces Men's and boy's shirts of all kinds, of woven material.
6. Pieces Outer garments and other articles, knitted or crocheted, not elastic nor rubberised:
-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

Any changes in the classification shall be notified to the Yugoslav authorities and shall not have the effect of reducing any quantitative limit established in Annex B.

ANNEX B

| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) |
|---------|----------------------------|--------------------|------------------|------------------|------------------|-------------------|-------------------|
| Cat. No | Restraint level | Annual growth rate | Carry-over | Carry-forward | Swing | Total flexibility | Conversion factor |
| | 1 Jan.- 31 Dec. 1988 | Percen- tages | Percen- tages | Percen- tages | Percen- tages | Percen- tages | Unit pr.kg |
| 1 | 32.000 | 1,5% | 8% | 5% | 2,5% | 8% | 1 |
| 2 | 32.000 | 1,5% | 8% | 5% | 2,5% | 8% | 2 |
| 7 | 20.000 | 1,5% | 8% | 5% | 2,5% | 8% | |

Footnote

The conversion factor for Category 7 cannot be applied for swing towards ready-made articles i.e., Category 1 and 2, or vice versa.

ADMINISTRATIVE COOPERATION

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 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 Yugoslav authorities shall issue export licences in respect of consignments from Yugoslavia for exports to Norway of products covered by Annex B. The export licences shall conform to the specimen attached as Annex E.

3. For products covered by Annex B, the Yugoslav authorities shall issue export licences up to the restraint levels agreed through this Agreement. The export licence must certify that the quantity of the product in question has been set off against the restraint level 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 B to this Agreement.

5. Exports shall be set off against the restraint levels 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 the year in which the goods covered by the licence have been shipped.

7. Importation into Norway of textile products subject to restraint levels 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 restraint level for the category and period in question, and the Yugoslav authorities shall be informed as soon as possible after the receipt of the notification of the withdrawal of the export licence.

9. If the competent Norwegian authorities find that the total quantities covered by export certificates issued by the authorities of Yugoslavia for a particular category in any period exceed the restraint level 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 Yugoslav authorities and the special consultation procedure set out in Paragraph 15 of the Agreement shall be initiated forthwith.

10. For exports of products of Yugoslav origin and listed in Annex B not covered by export licences issued by the Yugoslav authorities in accordance with the provisions of this Annex, the issue of appropriate import documents may be refused 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 in this Agreement.

12. Each export licence and certificate of Yugoslav origin shall bear a serial number, by which it can be identified. The export licence shall also contain the following information:

- a. Country of destination.
- b. Country of origin.
- c. Name and address of exporter (and if possible manufacturer).
- d. Name and address of importer.
- e. Full description of the goods, including if possible tariff classification numbers, both in the system of the exporting country and of Norway.
- f. Relevant category number and description as set out in Annex A of the Agreement.
- g. F.O.B. value.
- h. Quantity in units set out in Annex A.
- i. Expected place and date of shipment - means of transport.

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

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

14. The Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia shall send to the competent Norwegian authority the names and addresses of the governmental authorities or other bodies competent for the issue and verification of export licences and certificates of Yugoslav origin together with specimens of the stamps used by them. The Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia shall also notify the Norwegian authority of any change in this information.

| | | |
|--|--|---|
| 1 Exporter (name, full address, country) Expéditeur (nom, adresse complète, pays) | ORIGINAL | 2 No |
| | 3 Quota year Année contingentaie | 4 Category number Numéro de catégorie |
| 5 Consignee (name, full address, country) Destinataire (nom, adresse complète, pays) | CERTIFICATE OF ORIGIN (Textile products) <hr/> CERTIFICAT D'ORIGINE (Produits textiles) | |
| | 6 Country of origin Pays d'origine | 7 Country of destination Pays de destination |
| 8 Place and date of shipment - Means of transport Lieu et date d'embarquement - Moyen de transport | 9 Supplementary details Données supplémentaires | |
| 10 Marks and numbers - Number and kind of packages - DESCRIPTION OF GOODS Marques et numéros - Nombre et nature des colis - DESIGNATION DES MARCHANDISES | | 11 Quantity (1) Quantité (1) |
| | | 12 FOB Value (2) Valeur FOB (2) |
| 13 CERTIFICATION BY THE COMPETENT AUTHORITY - VISA DE L'AUTORITE COMPETENTE I, the undersigned, certify that the goods described above originated in the country shown in box No 6, in accordance with the provisions in force in Norway Je soussigné certifie que les marchandises désignées ci-dessus sont originaires du pays figurant dans la case No 6, conformément aux dispositions en vigueur dans Norvege | | |
| 14 Competent authority (name, full address, country) Autorité compétente (nom, adresse complète, pays) | At - A _____ on - le _____ (Signature) (Stamp - Cachet) | |

(1) Show net weight (kg) and also quantity in the unit prescribed for category where applicable (but not net weight) in the country of the sale contract - Dans le pays où le contrat est conclu, indiquer le poids net et aussi la quantité dans l'unité prescrite pour la catégorie.

ANNEX E

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

-rempli d'un pré-imprié

-gilt für printed and filled in the category shown (rempli d'un pré-imprié pour la catégorie)

(1) Show unit weight (kg) and also quantity in this category where other than net weight. (2) In the currency of the sale contract. (Dans la monnaie du contrat de vente)

MEMORANDUM OF UNDERSTANDING

Representatives of the Government of Norway and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia have held consultations on the conclusion of an agreement on trade in textiles. As a result of these consultations, the two Parties concluded an agreement today. Moreover the following understanding was reached:

If exports of products covered by the Agreement without quantitative limits from Yugoslavia come to exceed the trigger levels referred to in Article 8 of the Agreement as a result of a decrease in total Norwegian imports of the products concerned, the Norwegian Government will not invoke Article 8 towards imports from Yugoslavia.

This Memorandum of Understanding will form an integral part the above-mentioned Agreement.

Done in two copies at..... on..... 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