

GENERAL AGREEMENT ON

TARIFFS AND TRADE

RESTRICTED

COM.TEX/SB/1438*

9 January 1989

Special Distribution

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Article 4

Bilateral agreement between Norway and Korea

The Textiles Surveillance Body received a notification from Norway of a bilateral agreement concluded with Korea for the period 1 January 1988 to 31 December 1991, superseding the previous agreement which was scheduled to expire on 31 December 1989.¹

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/1124.

²See COM.TEX/SB/35, Annex B.

³For 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 the Kingdom of Norway and the Government of the Republic of Korea regarding the exports of certain textile products from Korea 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.

Coverage

3. These arrangements apply to Korea'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 percent or more by weight (or 17 percent 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 Korea and the competent Norwegian authorities at the point of entry into Norway on the classification of product covered by this Agreement, consultations as provided for in Article 14 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 Korea 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, Korea shall for each quota period during the term of this Agreement restrain its exports to Norway to the limits set out in Annex B, or the limits modified as provided for in this Agreement.

7. Flexibility Provisions

(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 the Republic of Korea 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.

(b) Carryforward. During each restraint period of this Agreement, the Government of the Republic of Korea 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 Government of the Republic of Korea 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 Government of the Republic of Korea 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 Korea to Norway of textile products listed in Annex B shall be subject to a double-checking system of export and import licencing as specified in Annex C of the Agreement.

Circumvention

9. The Government of Norway and the Government of Korea agree to cooperate 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 Korean 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 soon as possible as provided for in Article 14 of this Agreement, with a view to agreeing 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 60 days from the date when the request for consultations was made, the Norwegian authorities shall, if clear and verified 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

10. The Government of Korea 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

11. 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

12. Exports from Korea 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 Korea and set off by Korea against a quantitative limit established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall notify the Government of Korea of the quantities involved. Upon receipt of such notification, the Government of Korea 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

13. For all products covered by this Agreement the Government of Korea undertakes to provide the Government of Norway with quarterly statistics of all export licences issued by the authorities for each category for the current quota period. These statistical reports shall also set out
- i. the maximum export level for each category for the relevant quota period.
 - ii. the modified limit if the quota has been modified as provided for in Article 7 of this Agreement, and
 - iii. the rate of utilization of the quota.

The Government of Norway will provide the Government of Korea with quarterly statistics of total imports and licences issued for imports from Korea 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

14. The Government of Norway and the Government of Korea 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 30 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.

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89-0020 MF
DPC/PTL/2.
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Other textile products

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

General

16. The present Agreement shall enter into force on 1 January 1988 and shall be applicable up to 31 December 1991, unless this is changed by application of the provisions of Article 17 of this Agreement.
17. 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 14.

Either party may at any time denounce 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.

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

Done in two originals at Seoul in the English language, both texts being equally authentic.

For the Government
of the Kingdom of Norway

For the Government
of the Republic of Korea

Annex A

Product Categories Covered by the
Agreement

<u>Category Number</u>	<u>Unit</u>	<u>Description</u>
1.	pieces	Outer garments of woven material, men's, boy's, women's, girl's: - Jackets: Tailored jackets, blazers, waist-coats, 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 materials, men's, boy's, women's, girl's: - 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, girl's, infant's; 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 materials, women's, girls': Blouses, shirts and the like

Annex B

(a) Cat. No.	(b) Restraint Level 1988	(c) Annual Growth Rate %	(d) Carry- over %	(e) Carry- forward %	(f) Swing %	(g) Total Flexibi- lity %	(h) Conversion Factor Unit pr. kg.
1	40,000 pcs	2	8	4	3	8	1.2
2	80,000 pcs	2	8	4	3	8	1.2
3+4	50,000 pcs	2	8	4	3	8	4
6	120,000 pcs	2	8	4	5	8	3
5+8	200,000 pcs	2	6	3	2	6	3
7	13,000 kgs	2	8	4	3	8	1

ADMINISTRATIVE COOPERATION

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

The certificate of Korean origin shall be issued by the Ministry of Trade and Industry.

2. The competent authorities of Korea shall issue an export licence in respect of all consignments from Korea 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 authorities of Korea 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 B 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 28 February 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 authorities of Korea shall be informed as soon as possible.

9. If the competent Norwegian authorities find that the total quantities covered by export licences issued by the authorities of Korea 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 Korea and the special consultation procedure set out in Article 14 of the Agreement shall be initiated forthwith.
10. Exports of Korean origin not covered by export licences issued by the authorities of Korea 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 Korean origin may comprise additional copies duly indicated as much. 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 Korean origin shall bear a serial number by which it can be identified, and contain the information required, of the specimens attached as Annexes E and D.

The export licence shall also contain name and address of manufacturer, if different from exporter, and a full and detailed description of the goods, including tariff classification numbers, if possible both in the systems of the exporting country and of Norway.

13. In the event of theft, loss or destruction of an export licence or a certificate of Korean 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 of 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 Korean origin.

14. The Government of Korea shall send the Norwegian Ministry of Trade the names and addresses of the governmental authorities competent for the issue and verification of export licences and certificates of Korean origin together with specimens of the stamps used by these authorities. The Government of Korea shall also notify the Ministry of any change in this information.

ANNEX D

1. Exporter(name, full address, country)	ORIGINAL.		2. No.
	3. Quota year		4. Category No
5. Consignee(name, full address, country)	CERTIFICATE OF ORIGIN (TEXTILE PRODUCTS)		
	6. Country of origin		7. Country of destination
8. Place and date of shipment-means of transport	9. Supplementary details		
10. Marks and numbers-Number and kind of packages-DESCRIPTION OF GOODS		11. Quantity(1)	12. Value FOB(2)
<p>13. CERTIFICATION BY THE COMPETENT AUTHORITY</p> <p>1) The undersigned, certify that the goods described above are originating in the country shown in box No 6 in accordance with the provisions in force in Norway.</p>			
<p>14. Competent authority(name, full address, country)</p> <p>The Ministry of Trade & Industry. 8170-11 Kwachon, Kyoungki-do Republic of Korea</p>		<p>At-A</p> <p style="text-align: right;">(Signature) (Stamp)</p>	

(1) Indicate the net weight (kg) and also the quantity in the unit prescribed for t
 (2) in the currency of the sale contract

ANNEX E

1. Exporter(name, full address, country)	ORIGINAL		2. No.
	3. Quota year	4. Category No	
5. Consignee(name, full address, country)	EXPORT LICENCE (TEXTILE PRODUCTS)		
	6. Country of origin	7. Country of destination	
8. Place and date of shipment-means of transport	9. Supplementary details		
10. Marks and numbers-Number and kind of packages-DESCRIPTION OF GOODS		11. Quantity(1)	12. Value FOB(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 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.</p>			
<p>14. Competent authority(name, full address, country)</p> <p>The Ministry of Trade & Industry, #170-11 Kwachon, Kyoungki-do Republic of Korea</p>		<p>At-A.....</p> <p>(Signature) (Stamp)</p>	

(1) Indicate the net weight (kg) and also the quantity in the unit prescribed for the goods in box No 4
 (2) In the currency of the sale contract