

GENERAL AGREEMENT ON

TARIFFS AND TRADE

RESTRICTED

COM.TEX.SB/1457*

5 April 1989

Special Distribution

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Article 4

Bilateral Agreement between Norway and Thailand

The Textiles Surveillance Body received a notification from Norway of a bilateral agreement concluded with Thailand for the period 1 January 1987 to 31 December 1990, subject to extension for a further twelve-month period. This agreement superseded the previous agreement which was scheduled to expire on 31 December 1987.¹

The TSB, pursuant to its procedures regarding bilateral agreements concluded under Article 4,² has examined the relevant documentation and is forwarding the text³ of the notification to participating countries for their information.

¹The previous bilateral agreement between the parties is contained in COM.TEX/SB/1099.

²See COM.TEX/SB/35, Annex B

³For the TSB's observation on this notification see COM.TEX/SB/1467

* English only/Anglais seulement/Inglés solamente

Agreement between the Government of the Kingdom of Thailand
and the Government of the Kingdom of Norway Relating to
the Exports from Thailand of Certain Textile Products
for Imports into Norway

Introduction

1. This Agreement sets out the arrangements that have been made between the Government of Norway and the Government of Thailand regarding the exports of certain textile products from Thailand 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 July 1986, bearing in mind particularly the provisions of Article 1:2, Article 4 and Article 6 of the MFA.

Coverage

3. These arrangements apply to Thailand'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 blends thereof, in which one, 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).

Classification

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

5. In case of divergent opinions between Thailand 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 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 Thailand 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, Thailand shall, for each agreement 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 Article 7 of this Agreement.

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 Government of Thailand may after prior notification to the Government of Norway during the subsequent twelve-month period approve the export of additional amounts (carry-over) 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.
- (b) During each restraint period of this Agreement, the Government of Thailand 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) 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 Government of Thailand shall inform the Government 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 Government of Thailand may, after prior notification to the Government of Norway approve the export of amount 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 factor listed in Annex B, column (H).
- (d) During each restraint period of this Agreement, the additional export quantities resulting from carry-over, carry-forward 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 Thailand to Norway of textile products listed in Annex B shall be subject to a double-checking system of export certification and import licensing as specified in Annex C of the Agreement.

Circumvention

9. Norway and Thailand agree to co-operate fully in dealing with problems relating to circumvention of the arrangements set out in this Agreement.

When information available to the Norwegian authorities indicates that products of Thai origin listed in Annex B to this Agreement have been imported into Norway by trans-shipment, rerouting or otherwise, in circumvention of the arrangements set out in this Agreement, Norway may ask for consultations as provided for in Article 14 of this Agreement, with a view to agree on an appropriate adjustment of the quantitative limits for the products concerned.

Seasonal fluctuations

10. The Government of Thailand 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 Thailand 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 certificate certifies that the products concerned are for re-export outside Norway.

Where the competent Norwegian authorities have evidence that products exported from Thailand and set off by Thailand against a quantitative limit established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall notify Thailand of the quantities involved. Upon receipt of such notification, Thailand 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 Thailand undertakes to provide the Government of Norway with quarterly statistics of

all export certificates and certificates of origin issued by the authorities for each category for each quota period. For products listed in Annex B, these statistical reports shall also set out:

- (i) the maximum export level for each category for the current quota period;
- (ii) the adjusted limit if the quota has been adjusted as provided for in Article 7 of this Agreement; and
- (iii) the rate of utilization of the quota.

Each report shall be transmitted before the end of the month following the last month covered by the quarterly report.

The Government of Norway will provide the Government of Thailand with quarterly statistics of total imports and imports licenses issued for exports from Thailand of all categories covered by this Agreement.

Both parties agree to supply each other with statistical information on all textile exports or imports by country of destination or origin, when requested.

Consultations

14. The Government of Thailand 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 on 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 twenty days at the latest from when the request was made, with a view to arriving at a mutually satisfactory conclusion in conformity with the provisions of the MFA within a further thirty days at the latest.

In the event that a mutually satisfactory solution is not reached within the specified time period, Thailand shall limit exports of the textile categories in question for the period beginning on the date of the request corresponding, at an annual level, to the higher of the level of exports of such categories recorded in the twelve-month period preceding the date of the request for consultations or the earlier restraint level for that category plus growth.

Other textile products

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

General

16. The present Agreement shall enter into force from 1 January 1987, until 31 December 1990 and may be extended for a further period of one year upon mutual agreement unless this is changed by application of the provisions of Article 17.

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 sixty 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.

ANNEX A

List of Textile Products Covered by the Agreement

1. 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. 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. Knitted or crocheted shirts, T-shirts and blouses of all kinds.
4. Knitted or crocheted under garments, men's, boys', women's, girls', infants', other than T-shirts, blouses, night wear and panty hose.
5. Men's and boys' shirts of all kinds, of woven material.
6. Outer garments and other articles, knitted or crocheted, not elastic nor rubberized:
 - pullovers, sweaters, jumpers, cardigans and jackets.
7. Bed linen
8. Outer garments of woven material, women's, girls':
 - blouses, shirts and the like.

ANNEX B

(A) Category No.	(B) Restraint Level 1 Jan - 31 Dec 1987	(C) Annual growth rate %	(D) Carry-over	(E) Carry-forward	(F) Swing	(G) Total flexibility	(H) Conversion factor unit per kg.
1	30,000 pieces	3	10	5	3	10	1.2
2	120,000 pieces	3	10	5	3	10	1.2
3 + 4	110,000 pieces	3	10	5	3	10	4.0
5	270,000 pieces	1	4	2	2	4	3.0
6	56,000 kg.	3	10	5	5	10	3.0
7	13,000 kg.	3	10	5	3	10	1.0
8	92,000 pieces	3	10	5	5	10	3.0

ANNEX CAdministrative Co-operationTitle I: Origin

1. Products originating in Thailand for export to Norway in accordance with the arrangements established by this Agreement shall be accompanied by either a certificate of Thai origin or an export certificate as attached in Annex D and E respectively.
2. The export certificate and certificate of Thai origin shall be issued by the Department of Foreign Trade, Ministry of Commerce of Thailand.

Title II: Administrative system for exports from Thailand into Norway of products covered by Annex B

1. The Department of Foreign Trade, Ministry of Commerce of Thailand shall issue an export certificate in respect of all consignments from Thailand for exports to Norway of products up to the quantitative limits set out in Annex B, or such limits as may be adjusted in accordance with Article 7.
2. The export certificate 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 certificate shall cover only one of the categories of products listed in Annex B to this Agreement.
4. The competent Norwegian authorities must be notified forthwith of the withdrawal or alteration of any export certificate already issued.
5. Exports shall be set off against the quantitative limits established for the year in which shipment of the goods has been effected, even if the export certificate is issued after shipment.

For the purpose of applying this paragraph, the date of shipment of the goods is considered to be the date of their loading on to the exporting aircraft, vehicle or vessel.

6. The presentation of an export certificate in application of paragraph 7 below, shall be effected not later than the end of February of the year following that in which the goods covered by the certificate have been shipped.
7. The competent Norwegian authorities shall issue import documents automatically upon the presentation by the importer of the original of the corresponding export certificate.
8. The competent Norwegian authorities shall cancel the already issued import documents if the corresponding export certificate has been withdrawn.

However, if the competent Norwegian authorities have not been notified about the withdrawal or cancellation of the export certificate 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 Thailand shall be informed as soon as possible.

9. If the competent Norwegian authorities find that the total quantities covered by export certificates issued by Thailand for a particular category in any Agreement year exceed the quantitative limit established in Annex B for that category or that limit adjusted as provided for in Article 7 of this Agreement, the said authorities may suspend the further issue of import documents. In this event, the competent Norwegian authorities shall immediately inform the authorities of Thailand and the special consultation procedure set out in Article 14 of the Agreement shall be initiated forthwith.

10. Exports of Thai origin not covered by export certificates issued by Thailand in accordance with the provisions of this Annex may be refused the issue of appropriate import documents by the competent Norwegian authorities.

However, if the import of such products is allowed into Norway by the competent Norwegian authorities, the quantities involved shall not be set off against the appropriate quantitative limits set out in Annex B or adjusted as provided for in Article 7 of this Agreement unless it is agreed with the Thai authorities.

Title III: Form and production of export certificates and certificates of origin and common provisions

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

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

2. Each export certificate and certificate of Thai origin shall bear a serial number, whether or not printed, by which it can be identified.

3. The export certificate and certificate of origin shall also contain the following information:

(a) country of destination;

(b) country of origin;

(c) name and address of exporter (and manufacturer if different from exporter);

- (d) name and address of importer;
- (e) full and detailed description of the goods, including relevant category number;
- (f) F.O.B. value.

4. The export certificate and certificate of Thai origin may be issued after the shipment of the products to which they relate. In such cases they shall bear the endorsement "issued retrospectively".

5. In the event of theft, loss or destruction of an export certificate or a certificate of Thai origin, the exporter may apply to the Department of Foreign Trade, Ministry of Commerce for a duplicate to be made out on the basis of the export documents in his possession. The duplicate of any such certificate so issued shall state "issued in replacement of the original Certificate of Origin or Export Certificate No.".

6. Thailand 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 Thai origin together with specimens of the stamps used by these authorities. Thailand shall also notify the Ministry of any change in this information.

ANNEX DCERTIFICATE OF ORIGIN
(Textile products)

1. Exporter (name, full address)	Original	2. No.:
	3. Restraint period	4. Category number
5. Importer (name, full address)		
	6. Country of origin Thailand	7. Country of destination:
8. Place and date of shipment - Means of transport	9. Supplementary details	
10. Marks and number - Number and kind - DESCRIPTION OF GOODS	11. Quantity	12. FOB value

13. CERTIFICATION BY COMPETENT AUTHORITY

ANNEX EEXPORT CERTIFICATE
(Textile products)

1. Exporter (name, full address)	Original	2. No.:
	3. Restraint period	4. Category number
5. Importer (name, full address)		
	6. Country of origin Thailand	7. Country of destination:
8. Place and date of shipment - Means of transport	9. Supplementary details	
10. Marks and number - Number and kind - DESCRIPTION OF GOODS	11. Quantity	12. FOB value

13. CERTIFICATION BY COMPETENT AUTHORITY

Thai letter

30 October B.E. 2529 (1986)

I wish to refer to the textile consultations, held between the Delegations from Thailand and Norway on 29-30 October 1986 during which an understanding was reached that if the Royal Thai Government considers that as a result of limitations specified in the Agreement, Thailand is being placed in an inequitable position vis-à-vis a third country, Thailand may request consultations with Norway with a view of agreeing on appropriate remedial action such as a reasonable modification of this Agreement.

If the above understanding conform with the understanding of the Norwegian Government, this letter and your letter of confirmation shall constitute an Agreement between our two Governments.

Mrs. Oranuj Osatananda
Leader of the Thai Delegation

Norwegian letter

Chiangmai, 30 October 1986

I refer to your letter of 30 October 1986, the contents of which read as follows:

Begin

"I wish to refer to the textile consultations, held between the delegations from Thailand and Norway on 29-30 October 1986 during which an understanding was reached that if the Royal Thai Government considers that as a result of limitations specified in the Agreement, Thailand is being placed in an inequitable position vis-à-vis a third country, Thailand may request consultations with Norway with a view of agreeing on appropriate remedial action such as reasonable modification of this Agreement.

If the above understanding conforms with the understanding of the Norwegian Government, this letter and your letter of confirmation shall constitute an Agreement between our two Governments."

End

I am pleased to confirm our acceptance of the understanding as referred to in your above letter,

Mr. Johan Hillestad Iversen
Leader of the Norwegian Delegation