

# GENERAL AGREEMENT ON

RESTRICTED

COM.TEX/SB/1480\*

20 June 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 China

The Textiles Surveillance Body received a notification from Norway of a bilateral agreement concluded with China for the period 1 January 1989 to 31 December 1991.<sup>1</sup>

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

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<sup>1</sup>The previous agreement was transmitted under Articles 7 and 8 as China was not participating in the MFA at the time of notification and an amendment thereof is contained in COM.TEX/SB/1250 and 1479

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

\* English only/Anglais seulement/Inglés solamente

AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
AND  
THE GOVERNMENT OF THE KINGDOM OF NORWAY  
RELATING TO THE EXPORTS FROM CHINA OF CERTAIN  
TEXTILE PRODUCTS FOR IMPORTS INTO NORWAY

### Introduction

1. The delegation of the People's Republic of China and the delegation of the Kingdom of Norway met in Beijing from 17 - 20 October 1988 and agreed to enter into the following Agreement between the Government of the People's Republic of China and the Government of the Kingdom of Norway relating to exports of textile products from China to Norway (hereinafter referred to as "the Agreement").

2. Without prejudice to the rights and obligations under the Long Term Trade Agreement between the Government of the People's Republic of China and the Government of the Kingdom of Norway, the conduct of their mutual trade in textile products shall be governed by the provisions of this Agreement, which has 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 of 3 years, from January 1, 1989 to December 31, 1991, unless this is changed by application of the provisions of Articles 14 or 15 of this Agreement. However, this Agreement may be extended by mutual consent for a fourth year commencing on January 1, 1992, subject to any modifications which may be agreed upon before the above-said date.

### Coverage

4. This Agreement applies to China's exports 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. For the purpose of classifying textile products in the appropriate category, the definitions set out in Annex A will apply.

6. In case of divergent opinions between China 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 China 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.

Any amendment to the Norwegian Customs Tariff, made in accordance with the procedures in force in Norway concerning categories of products covered by the Agreement shall be notified to China by the Norwegian authorities. Such changes, or any decision in Norway relating to the classification of the goods shall not have the effect of reducing any quantitative limit introduced pursuant to this Agreement.

#### Restraint levels

7. Exports from China to Norway of textile products listed in Annex B to this Agreement shall be subject to a double-checking system of export and import licensing as specified

in Annex C of the Agreement. For these products China shall for each restraint 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.

Flexibility provisions

8. (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 China 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 China 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 China 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 China 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 computed 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).

#### Circumvention

9. The Government of China and the Government of Norway shall cooperate fully to prevent circumvention of this Agreement.

When evidence shows that there is a case of circumvention of this Agreement, both Parties shall conduct consultations immediately in accordance with Article 14 of this Agreement, so as to decide what appropriate measures should be taken, including the appropriate adjustments of the quantitative limits for the products concerned.

#### Seasonal fluctuations

10. The Government of China 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. The Norwegian authorities may refuse to admit imports of textile products of Chinese origin covered by this Agreement if these products are imported from another source and/or are not covered by export licences issued by the competent Chinese authorities.

#### Re-exports

12. Exports from China 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 China and set off by China against a quantitative limit established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall notify the Government of China of the quantities involved. Upon receipt of such notification, the Government of China 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 China undertakes to provide promptly 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 8 of this Agreement, and
- (iii) the rate of utilization of the quota.

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 China with quarterly statistics of licences issued for imports from China of all categories covered by this Agreement.

Both parties undertake to supply promptly any other pertinent statistical information when requested by the other party.

Consultations

14. The Government of China 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 concerning a possible extension or modification 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 the date 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 60 days at the latest.

Termination clause

15. 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.

General

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

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

For the Government of the  
People's Republic of China

For the Government of the  
Kingdom of Norway



**ANNEX A**

**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.
7.	Kgs	Bed linen

ANNEX B

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Cat.	Restraint	Annual	Carry-	Carry-	Swing	Total	Conversion
No	level	Growth	over	forward		Flexi-	Factor
	1 January -	Rate				bility	
	31 December	Percen-	Percen-	Percen-	Percen-	Percen-	unit pr. kg.
	1989	tages	tages	tages	tages	tages	

1	125 000 pcs	3	8	4	2	8	1,2
2	130 000 pcs	2	8	4	3	8	1,2
3	370 000 pcs	2	8	4	2	8	4,0
4	150 000 pcs	3	8	4	5	8	12,0
5	135 000 pcs	3	8	4	3	8	3,0
7	46 000 kgs	2	8	4	3	8	1,0

**ANNEX C**

**ADMINISTRATIVE COOPERATION**

1. The competent authorities of China shall issue an export licence/certificate of origin in respect of all consignments from China for exports to Norway of products covered by Annex A. The export licence/certificate of origin shall conform to the specimen attached as Annex D, and include full and detailed description of the goods.
2. For products covered by Annex B, the authorities of China shall issue such export licences/certificates of origin up to the quantitative limits agreed through this Agreement. The export licence/certificate of origin 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 of products listed in Annex A to this Agreement.
4. Exports of products listed in Annex B shall be set off against the quantitative limits established for the year in which shipment of the goods has been effected. For the purpose of applying this paragraph, the date of shipment of the goods is considered to be the date of issue of the shipping documents.
5. The presentation of an export licence/certificate of origin, in application of paragraph 6 below, shall normally 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 subject to quantitative limits shall be subject to the presentation of an import licence.

The competent Norwegian authorities shall issue such an import licence automatically normally 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/certificate of origin already issued.

The competent Norwegian authorities shall cancel the already issued import licence if the corresponding export licence/certificate of origin has been withdrawn.

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

8. If the competent Norwegian authorities find that the total quantities covered by export licences/certificates of origin issued by the authorities of China for a particular category in any quota year exceed the quantitative limits established for that category, the said authorities may suspend the further issue of import licences. In this event, the competent Norwegian authorities shall immediately inform the authorities of China and consultations as provided for in Article 14 of the Agreement shall be initiated forthwith.

9. Exports of Chinese origin not covered by export licences/certificates of origin issued by the authorities of China in accordance with the provisions of this Annex may be refused the issue of appropriate import licences by the competent Norwegian authorities.

10. The export licence/certificate of 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.

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

12. In the event of theft, loss or destruction of an export licence/certificate of 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 licence/certificate so issued shall bear the endorsement "duplicate".

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

13. The Government of China shall send the Government of Norway the names and addresses of the governmental authorities competent for the issue and verification of export licences/certificates of origin together with specimens of the stamps used by these authorities. The Government of China shall also notify the Government of Norway of any change in this information.

ANNEX D

1. Exporter (name, full address)	ORIGINAL	2. No.:
	3. Agreement year	4. Category number
5. Importer (name, full address)	NORWAY - CHINA TEXTILES AGREEMENT EXPORT LICENCE/CERTIFICATE OF ORIGIN	
	6. Country of origin:  CHINA	7. Country of destination:  NORWAY
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. FOB Value (2)

13. CERTIFICATION BY COMPETENT AUTHORITY

I, the undersigned, certify that the goods described above originate in China in accordance with the provisions in force in Norway, and that the goods have been charged against the quantitative limit established for the period 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.

14. Competent authority (name, full address)
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At \_\_\_\_\_ on \_\_\_\_\_

(1) In the unit prescribed for the category

(2) In the currency of the sales contract

(Signature)

(Stamp)