

GENERAL AGREEMENT ON

RESTRICTED

COM.TEX/SB/1483*

20 June 1989

TARIFFS AND TRADE

Special Distribution

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Articles 7 and 8

Bilateral Agreement between Norway and Malta

The Textiles Surveillance Body received a notification from Norway of a bilateral agreement concluded with Malta for the period 1 January 1989 to 31 December 1991.¹

This notification has been made in accordance with the request of the Textiles Committee that bilateral agreements with non-participants be notified; the TSB is forwarding the text of the notification to participating countries for their information.

¹The previous bilateral agreement is contained in COM.TEX/SB/1311

* English only/Anglais seulement/Inglés solamente



AGREEMENT BETWEEN
THE GOVERNMENT OF THE KINGDOM OF NORWAY
AND
THE GOVERNMENT OF THE REPUBLIC OF MALTA
RELATING TO THE EXPORTS FROM MALTA 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 Republic of Malta regarding the exports of certain textile products from Malta for imports into Norway.

Coverage

2. These arrangements apply to Malta'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 main 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

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

4. In case of divergent opinions between Malta 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 13 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 Malta shall be informed by the competent authorities in Norway and the authorities in Norway shall be informed by the competent authorities in Malta through diplomatic channels 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

5. For products listed in Annex B to this Agreement, Malta shall for each restraint period during the terms 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

6. (a) Carryover. If in any restraint period of this Agreement, levels specified in Annex B of this Agreement for any categories are not fully utilised, the Government of Malta 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 Malta 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 level have been increased by carryforward the Government of Malta 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 Malta 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) Maximum 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

7. Exports from Malta 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.

Circumvention

8. The Government of Norway and the Government of Malta agree to cooperate fully in dealing with problems relating to circumvention of the arrangements set out in this Agreement.

Seasonal Fluctuations

9. The Government of Malta will endeavour to ensure that exports of textile products subject to quantitative limits are spaced out as evenly as possible during each calendar year, due account being taken of normal seasonal factors.

Rules of Origin

10. The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in Norway or in Malta and the procedures for control of the origin of the products set out in Annex C.

Re-Exports

11. Exports from Malta to Norway of textile products covered by this Agreement shall not be subject to the quantitative limits established in Annex B, if the export licence certifies that the products concerned are for re-export outside Norway.

Where the competent Norwegian authorities have evidence and/or when the Maltese authorities draw the attention of the Norwegian authorities that products exported from Malta and set off by Malta against a quantitative limit established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall notify the Government of Malta of the quantities involved and issue immediately an import authorisation in the name of the Director of Trade, Malta, for the equivalent amount.

Following receipt of such authorisation, the Government of Malta may authorise exports for the current calendar year or for subsequent periods as stated in Article 6 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

12. For all products covered by this Agreement the Government of Malta undertakes to provide the Government of Norway with quarterly statistics on a cumulative basis of all export certificates issued by the authorities for each category for the current quota period.

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

The Government of Norway will provide the Government of Malta with quarterly statistics of licences issued for imports from Malta of all categories covered by this Agreement. Both parties undertake to supply each other with statistical information on all textile exports/imports by country of destination/origin, when requested.

Consultations

13. The Government of Malta and the Government of Norway agree to consult at the request of either government, on any question regarding this Agreement.

Any request for consultations shall be notified in writing through diplomatic channels 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 within a further 30 days at the latest.

If the parties fail to agree the matter may be referred to the appropriate body of the GATT.

General

14. The present Agreement shall enter into force when the parties have notified each other that all internal procedures which are necessary for the fulfilment of the obligations in the Agreement have been completed.

Provided that such notifications have taken place, the Agreement shall apply with effect from 1st January 1989 until 31st December 1991.

15. Both parties agree that discussions be held not later than September 1991 with a view to review the allocation and extend this Agreement. In the event that this Agreement expires at the end of the term of this Agreement, all consignments already covered by the export authorisations shall be permitted importation

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 Kingdom of Norway

For the Government of
the Republic of Malta

ANNEX A:

Product Categories Covered By the Agreement

Category Number	Unit	Description
1.	Pieces	<p>Outer garments of woven material, men's, boys', women's, girls':</p> <p>- 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.</p>
2.	Pieces	<p>Outer garments of woven material, men's , boys', women's, girls':</p> <p>- Trousers, slacks, jeans, breeches and the like (including bib and brace overalls) other than swimwear and shorts, also as parts of suits and sets.</p>
5.	Pieces	Men's and boys' shirts of all kinds, of woven material.
7.	Kgs	Bed linen

ANNEX B

	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Cat. No.	Restraint level 1 January/ 31 December 1989	Annual Growth Rate Percen- tages	Carry- over Percen- tages	Carry- forward Percen- tages	Swing Percen- tages	Maximum Flexi- bility Percen- tages	Conversion Factor unit pr.kg.
1.	48,000pcs	3	8	4	3	8	1.5
2.	80,000pcs	3	8	4	3	8	2.0
5.	40,000pcs	3	8	4	3	8	4.6
7.	15,000kgs	3	8	4	3	8	1.0

Annex C

ADMINISTRATIVE COOPERATION

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

The certificate of Maltese origin shall be issued by the Director of Trade, Malta.

2. The Director of Trade, Malta, shall issue an export certificate in respect of all consignments from Malta for export to Norway of products covered by Annex A. The export certificate shall conform to the specimen attached at Annex E. Each export certificate and certificate of Maltese origin shall bear a serial number, by which it can be identified.

3. The Director of Trade in Malta shall issue export certificates to the pertinent trading organisations up to the quantitative limits as agreed or eventually modified throughout the period of this Agreement. 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.

4. Each export certificate shall cover only one of the categories of products listed in Annex A 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 certificate, 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 certificate have been shipped.
7. Importation into Norway of textile products subject to quantitative limits shall be subject to the presentation by the importer of the original export certificate which shall be automatically endorsed by the issue of an import licence by the competent Norwegian authorities.
8. The competent Norwegian authorities must be notified forthwith by the Department of Trade, Malta of any export certificate issued or of the withdrawal or alteration of any export certificate already issued.

If the competent Norwegian authorities have not been notified about the withdrawal or cancellation of the export certificate until after the products have been released by the Customs authorities 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 Malta shall be informed as soon as possible.

9. If the competent Norwegian authorities find that the total quantities covered by export certificates issued by the authorities of Malta 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 licences. In this event, the competent Norwegian authorities shall immediately inform the authorities of Malta and the special consultation procedure set out in Article 13 of the Agreement shall be initiated forthwith.

10. Exports of Maltese origin not covered by export certificates issued by the authorities of Malta in accordance with the provisions of this Annex will not fall under this Agreement.

11. The export certificate and the certificate of Maltese 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 Norwegian authorities as being valid for the purposes of export to Norway in accordance with the arrangements established by this Agreement.

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

The duplicate must bear the date and the number of the original export certificate or certificate of Maltese origin.

13. The Director of Trade, Malta, shall constitute the competent authority for the issue and verification of export certificates and of certificates of Maltese origin and will submit specimen of the stamps used by the Maltese authorities. The Government of Malta shall notify through diplomatic channels the Ministry of Foreign Affairs in Norway of any change in this information.

The Ministry of Foreign Affairs shall constitute the competent Norwegian authority for dealing with this Agreement. The Government of the Kingdom of Norway shall notify through diplomatic channels the Department of Trade, Malta, of any change in this information.

CERTIFICATE OF ORIGIN

DEPARTMENT OF TRADE
MALTA

.....
Certificate No.....

EXPORTER:

CONSIGNEE:

PER SHIP/AIRCRAFT

NO.

MARKS AND NUMBERS	NO. OF PACKAGES	DESCRIPTION OF GOODS	WEIGHT	TOTAL INVOICED VALUE

We hereby certify that the particulars as stated above are correct in every detail and that the goods are of LOCAL origin/manufacture.

Date:.....

Ministry of Foreign Affairs'
Seal/Stamp

Signature
of Exporter:

Certified that as far as the Department of Trade Malta can ascertain the above particulars are correct in accordance with the provisions set out in the agreement.

.....
DIRECTOR OF TRADE

DEPARTMENT OF TRADE
MALTA

MALTA-NORWAY TEXTILES AGREEMENT EXPORT CERTIFICATE

1. Exporter (name, full address, country)	2. ORIGINAL NO.	
	3. Quota Period	4. Category Number
5. Name and address of manufacturer if different from that of exporter	6. Country of origin: MALTA	7. Country of Destination: NORWAY
	8. Supplementary details:	
9. Importer (name, full address, country)	10. Place and date of shipment - means of transport	
11. Marks and numbers - Number and kind of packages - DESCRIPTION OF GOODS:	12. Quantity (1)	13. FOB Value (2)
	(1) In units stated in the Agreement	(2) In the currency of the sales contract
14. DECLARATION BY EXPORTER I hereby certify that the particulars as stated are true and correctly stated. Date: _____ Signature of Exporter: _____		
15. CERTIFICATION BY THE COMPETENT AUTHORITY I, the undersigned, certify that the good described above 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.		
16. Competent authority (name, full address, country) Director of Trade Department of Trade Malta	At _____ on _____ (Signature) (Stamp)	