

GENERAL AGREEMENT ON

RESTRICTED

COM.TEX/SB/1524*

22 December 1989

Special Distribution

TARIFFS AND TRADE

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Article 4

Bilateral Agreement between Sweden and Macao

The Textiles Surveillance Body received a notification from Sweden of a bilateral agreement concluded with Macao for the period 1 January 1988 to 31 March 1993.¹

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

¹ The previous bilateral agreement is contained in COM.TEX/SB/1069

² See COM.TEX/SB/35, Annex B

³ For the TSB's observations on this notification see COM.TEX/SB/1525.

* English only/Anglais seulement/Inglés solamente

Agreement Between The Government of Macao
and The Government of Sweden Regarding
The Exports of Certain Textile Products
From Macao to Sweden

Article 1

The following Agreement has been reached having regard to the Arrangement Regarding International Trade in Textiles bearing in mind particularly Article 4 thereof and the provisions of GATT document L/6030.

Article 2

This Agreement shall apply for the periods specified in Annex I.

Article 3

The Government of Macao will limit exports from Macao to Sweden of the textile products listed in Annex I to this Agreement to the levels set out in that Annex. The date of shipment indicated on the shipping documents shall be considered to be the date of exportation.

Article 4

(a) This Agreement shall apply to exports from Macao to Sweden of the textile products described in Annex I hereof, of cotton, wool or man-made fibres, or blend thereof, in which any or all of these 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).

(b) This Agreement shall also apply to the products described in Annex I hereof, which are manufactured from impregnated fabrics as defined in Annex III of this Agreement.

(c) The classification of the products covered by this Agreement is based on of the International Convention on the Harmonized Commodity Description and Coding System (HS) and the Swedish customs tariff derived from this system (Annex II).

(d) The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in Sweden.

Article 5

The Government of Sweden will admit imports of the textile products of Macao origin, listed in Annex I, provided that such imports are covered by a Certificate of Origin (Certificado de Origem) as per specimen in Annex IV. Such a document shall be issued by Direcçao dos Servicos de Economia de Macau, be consecutively numbered, state the group number and bear an endorsement that the consignments concerned have been approved and debited to the agreed group limit for exports to Sweden for the relevant period.

Article 6

(a) If in the period 1 January 1987 to 31 December 1987, the group limits specified in column (h) of Annex I to the Agreement of 11 June 1984 as amended are not fully utilized, the Government of Macao may after consultations with the Government of Sweden, during the period 1 January 1988 to 31 December 1988 approve the export of additional amounts (carryover) wherever appropriate equivalent to such shortfalls provided that such exports:

- (i) are in the same groups where the shortfalls occurred;
- (ii) do not exceed 5 per cent of the limits for Groups 1, 3, 4, 11b and 17 specified in column (h) of Annex I to the Agreement of 11 June 1984;
- (iii) do not exceed 3 per cent of the limits for Groups 5, 6 c, d, 8, 9 and 10 as specified in column (h) of Annex I to the Agreement of 11 June 1984.

(b) If in any twelve-month period of this Agreement, the group limits specified in Annex I to this Agreement are not fully utilized, the Government of Macao may, after consultations with the Government of Sweden, during the subsequent twelve-month period approve the export of additional amounts (carryover) equivalent to such shortfalls provided that such exports:

- (i) are in the same group where the shortfalls occurred;
- (ii) do not exceed 5 per cent of the limits for Groups 1, 3, 4, 11b and 17 for the period during which the shortfalls occurred;
- (iii) do not exceed 3 per cent of the limits for Groups 5, 6 c, d, 8, 9 and 10 for the period during which the shortfalls occurred.

(c) During each twelve-month period of this Agreement, the Government of Macao may, after consultations with the Government of Sweden, approve the export of amounts in excess (carry forward) of the group limits specified in Annex I to this Agreement up to 5 per cent of these limits for Groups 1, 3, 4, 11b and 17 and 3 per cent for Groups 5, 6 c, d, 8, 9 and 10 for the relevant period. Where specific group limits have been increased by carry forward the Government of Macao shall inform the Government of Sweden of the carry forward quantities and debit these to the corresponding group limits which are agreed or may be agreed upon for the subsequent period.

(d) During each twelve-month period of this Agreement, the Government of Macao may, after consultations with the Government of Sweden, approve the export of amounts in excess of the group limits specified in Annex I to this Agreement up to 5 per cent of these limits for Groups 1, 3, 4, 11b and 17 and 3 per cent for Groups 5, 6 c, d, 8, 9 and 10 (swing). Where

specific group limits have been increased by swing a corresponding reduction shall be made in one or more of other group limits. For the purpose of calculating swing, the conversion factors in Annex I shall apply.

(e) During each twelve-month period of this Agreement. the additional export quantities resulting from carryover, carry forward and swing taken together shall, for Groups 1, 3, 4, 11b and 17 not exceed 10 per cent of the agreed limits. For Groups 5, 6 c, d, 8, 9 and 10 they shall not exceed 6 per cent.

Article 7

The Government of Macao will forward to the Government of Sweden via the Consulate General of Sweden in Hong Kong, monthly statistics on a cumulative basis of the quantities of the items as listed in Annex I for which duly endorsed Certificate of Origin for export to Sweden have been issued. The statistics shall reach the Government of Sweden within a period of two months from the month under reference.

The Government of Sweden will forward to the Government of Macao, via the Consulate General of Sweden in Hong Kong, monthly statistics on a cumulative basis of licences issued for imports from Macao. The statistics shall reach the Government of Macao within a period of two months from the month under reference.

Article 8

If the information available to the Swedish authorities shows that the quantitative limit for the category of products specified in a Certificate of Origin has already been reached, or the unused portion of that limit is insufficient to cover the goods specified in the Certificate of Origin the said authorities may refuse to admit any quantity in excess of the quantitative limit. In this event the Government of Sweden shall inform the Government of Macao as soon as possible. Should any excess quantity be permitted to enter Sweden, the authorities of Macao shall, upon information by the Swedish authorities, deduct the overshipped quantity from the relevant level which is agreed or may be agreed upon for the following restraint period.

Article 9

Both parties regard it as essential that exports from Macao to Sweden of goods listed in Annex I are evenly spaced throughout the period of agreement taking into account normal seasonal factors, and that due consideration is given, to traditional patterns of trade. Accordingly, the Government of Macao undertakes to provide a procedure to achieve this.

Article 10

The Government of Macao and the Government of Sweden agree to consult each other, at the request of either party, when any problem arises from the implementation of this Agreement. The Government of Macao and the Government of Sweden agree furthermore to enter into consultations on a prolongation, modification or removal of the limitations before the end of the period of the Agreement.

Should a textile product, not included in this Agreement, be imported into Sweden from Macao in such quantities as to cause a real risk of market disruption in the opinion of the Government of Sweden, the said Government may request consultations concerning that product. Both parties agree to consult as soon as possible with a view to finding a mutually acceptable solution.

In case there are divergent opinions on classifications of products at the point of entry into Sweden between the two parties to this Agreement, the classification shall be based on information provided by the competent Swedish authorities. Should the Macao authorities request consultations concerning the classification of the product concerned, such consultations shall take place with a view to reaching agreement as soon as possible.

Article 11

The Government of Macao and the Government of Sweden agree to collaborate with a view to taking appropriate action to avoid circumvention of limitations set out in this Agreement.

The Government of Macao and the Government of Sweden re-affirm their willingness to strengthen this collaboration, having regard to the administrative and technical procedures in force in Macao for the implementation of this Agreement.

Where information available to the Government of Sweden constitutes clear evidence that products of Macao origin subject to specific limits established under this Agreement have been trans-shipped, re-routed or otherwise imported into Sweden in circumvention of this Agreement, the Government of Sweden may request the opening of consultations in accordance with Article 10 herein. Where the evidence provided establishes that the provisions of this Agreement have been circumvented, the Government of Macao undertakes to debit the appropriate specific limits for the year in which the circumvention took place or for subsequent years, the timing and scale of such debiting being decided in consultations with the Government of Sweden.

Article 12

Either Government may terminate this agreement before the end of the period of validity, provided that at least one hundred and twenty days' notice is given. In such event the Agreement shall come to an end on the expiry of the period of notice.

Article 13

The Annexes of this Agreement shall be considered as an integral part of it.

Article 14

This Agreement has been drawn up in two copies in the English language, each of these being equally authentic.

Done in Macao on 4 May 1988

For the Government
of Macao

For the Government
of Sweden

ANNEX I

Exports of certain textiles from Macao to Sweden

(a) Group Number	(b) Description	(c) Unit	(d) Level for period 1.1.88-31.12.88	(e) Level for period 1.1.89-31.12.89	(f) Level for period 1.1.90-31.12.90	(g) Level for period 1.1.91-31.12.91	(h) Level for period 1.1.92-31.3.93	(i) Conversion factor (pcs/kg)
1	Stockings, understockings, socks, ankle socks, sockettes and the like, knitted or crocheted, other than ladies' stockings of continuous synthetic fibres.	pairs	508,674	521,391	537,033	555,829	722,577	24.0
3	Night garments	pcs	78,547	80,511	82,926	85,829	111,577	3.5
4	Underwear, including singlets and vests, knitted or crocheted, other than shirts, T-shirts, night garments and tights.	pcs	603,311	618,393	636,945	659,238	857,010	15.0
5	Sweaters, pullover, slipovers, waist-coats and cardigans etc., T-shirts and shirts, knitted or crocheted.	pcs	951,208	967,854	987,211	1,009,423	1,293,324	4.5
6 c,d	Jackets	pcs	118,390	121,054	124,081	127,493	164,147	1.4
8	Trousers other than shorts (including work trousers, e.g. trousers with bib and braces).	pcs	378,787	387,310	396,993	407,910	525,184	2.0
9	Costumes, dresses and skirts	pcs	80,186	81,990	84,040	86,351	111,177	2.0
10	Blouses	pcs	182,234	186,334	190,993	196,245	252,666	8.0
11 b	Bathing suits and trunks	pcs	73,009	75,200	78,208	-	-	15.0
17	Brassières	pcs	142,507	146,070	150,452	155,718	202,433	25.0

(a) Two or more pieces of garments delivered in combination, set or ensemble, even if packed, consigned and sold together, should be charged against the group to which every single piece of the combination, set or ensemble belongs.

(b) The denomination babies' garments applies to sizes not exceeding 86 cm.

(c) Babies' garments, not knitted or crocheted, are not restrained.

(d) Group 6 c/d, jackets, includes ladies suit-jackets the outer shell of which (exclusive of sleeves and facings or collar if there is any) consists of at least four panels (two in front and two at the back) sewn together lengthwise, with full front opening without a closure or with a closure other than a slide fastener (zipper).

ANNEX IIExports of certain textiles from Macao to Sweden

Group No.	Ex Swedish statistical classification No. (HS)
1	61.11.10-, 20-, 30-, 90- 61.15.91-, 92-, 93-, 99-
3	61.07.21-, 22-, 29-, 61.08.31-, 32-, 39- 61.11.10-, 20-, 30-, 90- 62.07.21-, 22-, 29-, 62.08.21-, 22-, 29-
4	61.07.11-, 12-, 19-, 61.08.21-, 22-, 29- 61.09.10-, 90- 61.08.11-, 19-, 61.11.10-, 20-, 30-, 90-
5	61.09.10-, 90- 61.10.10-, 20-, 30-, 90-, 61.11.10-, 20-, 30-, 90- 61.05.10-, 20-, 90-
6 c,d	61.01.10-, 20-, 30-, 90-, 61.02.10-, 20-, 30-, 90- 61.03.31-, 32-, 33-, 39- 61.04.31-, 32-, 33-, 39-, 61.11.10-, 20-, 30-, 90- 62.01.91-, 92-, 93-, 99-, 62.02.91-, 92-, 93-, 99- 62.03.31-, 32-, 33-, 39-, 62.04.31-, 32-, 33-, 39-
8	61.03.41-, 42-, 43-, 49-, 61.04.61-, 62-, 63-, 69- 51.11.10-, 20-, 30-, 90- 62.03.41-, 42-, 43-, 49-, 62.04.61-, 62-, 63-, 69-
9	61.04.11-, 12-, 13-, 19-, 41-, 42-, 43-, 44-, 49-, 51-, 52-, 53-, 59- 61.11.10-, 20-, 30-, 90- 62.04.11-, 12-, 13-, 19-, 41-, 42-, 43-, 44-, 49-, 51-, 52-, 53-, 59-
10	61.06.10-, 20-, 90- 61.11.10-, 20-, 30-, 90- 62.06.10-, 20-, 30-, 40-, 90-
11 b	61.11.10-, 20-, 30-, 90-, 61.12.31-, 39-, 41-, 49- 62.11.11-, 12-
17	62.12.10-


ANNEX III

Definition of "Impregnated Fabrics" for the purposes of Article 4

1. Fabrics of cotton, wool or man-made fibres or any blend containing one or more of those fibres in which either wool represents 17 per cent or more by weight or any or all of those fibres in combination represent 50 per cent or more by weight of the unfinished fabric shall be defined as "impregnated fabrics" where those fabrics have been impregnated, coated, covered or laminated with preparations of cellulose derivatives or of other artificial plastic materials whatever the nature of the plastic material (compact, foam, sponge or expanded).

2. The definition does not cover:

- (a) fabrics which, after impregnation, coating, covering or lamination, cannot, without fracturing, be bent manually around a cylinder of a diameter of 7 mm. at a temperature between 15°C and 30°C;
- (b) fabrics either completely embedded in artificial plastic material or coated or covered on both sides with such material.

EXPORTADOR (nome e morada) EXPORTER (name & address)	ORIGINAL Nº																		
Nº	 <p style="font-size: 1.2em; margin: 0;">MACAU</p> SERVIÇOS DE ECONOMIA																		
CONSIGNATÁRIO (nome e morada) CONSIGNEE (name & address)	<p style="font-size: 1.2em; margin: 0;">CERTIFICADO DE ORIGEM</p> <p style="font-size: 1.2em; margin: 0;">CERTIFICATE OF ORIGIN</p>																		
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Marcas, números e tipos de embalagem – DESCRIÇÃO DAS MERCADORIAS Shipping marks, types of packing – DESCRIPTION OF GOODS	QUANTIDADE OU PESO (Kg) QUANTITY (OR WEIGHT (Kg))																		
<p>Eu, abaixo assinado, certifico que as mercadorias acima mencionadas foram produzidas em Macau. I, the undersigned, certify that the goods specified above have been manufactured in Macau.</p> <p style="margin-top: 20px;">MACAU, _____</p> <p style="text-align: right; margin-top: 20px;">ASSINATURA E SELO BRANCO</p>																			