

GENERAL AGREEMENT ON

TARIFFS AND TRADE

RESTRICTED

CCM.TEX/SB/1806*

30 October 1992

Special Distribution

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Articles 7 and 8

Bilateral agreement between the United States and Nigeria

The Textiles Surveillance Body received a notification from the United States of an agreement concluded with Nigeria for the period 1 January 1990 to 31 December 1992.

The notification was made pursuant to a request by the Textiles Committee that agreements with non-participants be notified. The TSB is forwarding the text of the notification to participating countries for their information.

* English only/Anglais seulement/Inglés solamente
92-1564

**BILATERAL TEXTILE AGREEMENT BETWEEN THE GOVERNMENT OF
THE FEDERAL REPUBLIC OF NIGERIA AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA**

The Government of the Federal Republic of Nigeria and the Government of the United States of America;

Desirous of facilitating and regulating the export of cotton and man-made fibre textiles and textile products;

Considering discussions held between the Government of the Federal Republic of Nigeria and the Government of the United States of America on matters relating thereto;

HAVE AGREED AS FOLLOWS:

ARTICLE I

DURATION OF THE AGREEMENT

1. The duration of this Agreement will be the period from 1 January 1990 through 31 December 1992. Each Agreement period shall be a twelve month period from first January of a given year through and including thirty-first December of the same year.

ARTICLE II

SCOPE OF AGREEMENT AND CLASSIFICATION BY FIBRE

The Textiles and textile products covered by this Agreement are those summarised in Annex A. The system of categories and the rates of conversion into square meters equivalent (SME) listed in Annex A shall apply in implementing this Agreement.

2. (A) (i) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products that derive their chief characteristics from their textile components) of cotton and man-made fibres or blends thereof, in which any or all of these fibres in combination represent the chief weight of the product, are subject to this Agreement. Components of an article which are not considered relevant to the classification under the general rules of interpretation or the legal notes to Section XI of the Harmonized System are likewise to be disregarded here.

(ii) This Agreement does not apply to the wool, silk and non-cotton vegetable fibre products. The below is included to assist the classifications.

(B) For the purpose of this Agreement, textile products covered by Sub-paragraph (A) above shall be classified as:

(i) Man-made fibre textiles, if the product is in the chief weight of man-made fibres, unless:

(a) the product is knitted or crocheted apparel in which wool equals or exceeds 23 per cent by weight of all fibres, in which case the product will be a wool textile; or

(b) the product is apparel, not knitted or crocheted, in which wool equals or exceeds 36 per cent by weight of all fibres, in which case the product will be a wool textile;

(c) the product is a woven fabric in which wool equals or exceeds 36 per cent by weight of all fibres, in which case the product will be a wool textile.

(ii) Cotton textiles, if not covered by (i) and if the product is in chief weight of cotton, unless the product is a woven fabric in which wool equals or exceeds 36 per cent by weight of all fibres, in which case the product will be a wool textile.

(iii) Wool textiles, if neither of the foregoing applies, and the product is in chief weight of wool.

(iv) Silk blend or non-cotton vegetable fibre textiles, if none of the foregoing applies and the product is in chief weight of silk or non-cotton vegetable fibre, unless:

(a) cotton with wool and/or man-made fibres in the aggregate equal or exceed 50 per cent by weight of the component fibres thereof and the cotton component equals or exceeds the weight of each of the total wool and/or man-made fibre components, in which case the product will be a cotton textile.

(b) if not covered by (iv) (a) and wool exceeds 17 per cent by weight of all component fibres, in which case the product will be considered a wool textile.

(c) If not covered by (iv) (a) or (b) and man-made fibres in combination with cotton and/or wool in the aggregate equal or exceed 50 per cent by weight of the component fibres thereof and the man-made fibre component exceeds the weight of the total wool and/or total cotton component, in which case the product will be considered a man-made fibre textile.

(C) Notwithstanding the above, garments which contain 70 per cent or more by weight silk (unless they also contain over 17 per cent by weight wool), and products other than garments which contain 85 per cent or more by weight silk, are not subject to this Agreement.

Silk blend and non-cotton vegetable fibre sweaters, as determined above, shall be divided into "silk blend" sweaters and "non-cotton vegetable fibres" sweaters. For the purposes of this provision sweaters shall be classified as "silk blend" if the silk component exceeds by weight the non-cotton vegetable fibre component (if any). Sweaters not classified as "silk blend" sweaters in accordance with foregoing shall be classified as "non-cotton vegetable fibre" sweaters. Garments containing 70 per cent or more by weight silk and over 17 per cent by weight wool shall be classified as wool textiles, under sub-paragraph (B) (iv) (b).

3. Commencing with the first Agreement period and during each subsequent term of this Agreement, the Government of the Federal Republic of Nigeria shall limit its exports to the United States of cotton and man-made fibre textiles and textile products of Nigeria to the specific limits set out in Annex B, as it may be amended under Article IV, and as such specific limits may be adjusted in accordance with Article III.

ARTICLE III

FLEXIBILITY ADJUSTMENTS - CARRYOVER AND CARRY FORWARD

(A) (i) The specific limits set out in Annex B do not include any adjustments permitted under Article III.

(ii) During any Agreement period, the extent to which any specific limit set out in Annex B may be exceeded in any agreement period by carry forward (borrowing a portion of corresponding specific limit from the succeeding Agreement period) and/or carryover (the use of any unused meterage (shortfall) of the corresponding specific limit for the previous Agreement period) is 11 per cent, of which carry forward shall not constitute more than 6 per cent.

(iii) No carryover shall be available for application in the first Agreement period. No carry forward shall be available for application in the final Agreement period.

(B) For the purposes of the Agreement, a shortfall occurs when exports of textiles or textile products of Nigeria to the United States during any Agreement period are below any specific limit as set out in Annex B (or, in the case of any limit decreased pursuant to Article III, when such exports are below the limit as decreased).

(C) The Government of the Federal Republic of Nigeria will notify the Government of the United States when it wishes to use unused meterage (shortfall) available in categories for carryover, or to apply carry forward subject to the provisions set out above.

ARTICLE IV

OVERSHIPMENT CHARGES

(A) Products of Nigeria shipped in excess of authorized limits in any Agreement period may be denied entry into the United States. Any such shipment denied entry may be permitted into the United States and charged to the applicable limit in the succeeding Agreement period.

(B) Products of Nigeria shipped in excess of applicable limits in any Agreement period will, if allowed entry into the United States during that Agreement period, be charged to the applicable limit in the succeeding Agreement period.

ARTICLE V

IMPLEMENTATION OF THE LIMITATION PROVISIONS

The Government of the United States will implement the limitation provisions of this Agreement by controlling, by the date of export, imports and textiles and textile products covered by this Agreement.

ARTICLE VI

COMMERCIAL SAMPLES AND PERSONAL SHIPMENTS

Properly marked commercial sample shipment, valued at US\$250 or less, and items for the personal use of the importer and not for resale regardless of value, need not be accompanied by an export visa and shall not be subject to the limits established under this Agreement.

ARTICLE VII

EXCHANGE OF INFORMATION

Subject to domestic laws and at the request of the government, each government shall supply any information within its possession reasonably believed to be necessary for the enforcement of this Agreement.

ARTICLE VIII

COOPERATION IN THE PREVENTION OF CIRCUMVENTION AND FRAUD

1. The Government of the Federal Republic of Nigeria and the Government of the United States shall cooperate with each other in ensuring that this Agreement is not circumvented by transshipment, rerouting, misdescription, under-invoicing or by other means.

2. Subject to their domestic laws, the authorities of the United States and those of Nigeria shall set up investigations where the true origin of goods is in question. Both the Governments of the Federal Republic of Nigeria and the United States shall assist each other in securing documents, correspondence, and reports considered relevant to such investigations.

3. The two governments shall also cooperate in verifying production for goods where the true country of origin is in question. To that end, upon request by the Government of the United States or upon its own initiative, the Government of the Federal Republic of Nigeria shall provide the Government of the United States with any information available that will enable the determination of the origin of the goods in question.

4. Where as a result of investigation, information available to the Government of the United States or to the Government of the Federal Republic of Nigeria constitutes evidence that products subject to this Agreement have been transshipped, rerouted, misdescribed, under-invoiced, or traded in circumvention of this Agreement, either Party may request consultations with a view to reaching an Agreement on invoking appropriate action, including adjustments to quota. Such consultations shall take place and be concluded within 120 days of such a request.

ARTICLE IX

CONSULTATION ON IMPLEMENTATION QUESTIONS

The Government of the Federal Republic of Nigeria and the Government of the United States agree to consult upon the request of the other on any question arising in the implementation of this Agreement.

ARTICLE X

RIGHT TO PROPOSE REVISIONS

The Government of the Federal Republic of Nigeria and the Government of the United States may at any time propose revisions to the terms of this Agreement. Each Party agrees to consult promptly with the other about such proposals with a view to making revisions to this Agreement, or taking other appropriate action as may be mutually agreed upon.

ARTICLE XI

Either government may terminate this Agreement by written notice to the other government, effective at the end of the Agreement period, by written notice to the other government, to be given at least 90 days prior to the end of such Agreement period.

This Agreement supersedes the Memorandum of Understanding signed at Lagos, 16 February 1991, and will enter into force upon signature.

For and on behalf of the
Government of the Federal
Republic of Nigeria

30 July 1992

For and on behalf of the
Government of the
United States of America

30 July 1992

Annex A

Categories numbered in the:

200 series are of Cotton and/or man-made fibre,
300 series are of Cotton, and
600 series are of man-made fibre.

<u>Category</u>	<u>Description</u>	<u>Conversion Factor to square metres</u>	<u>Unit</u>
<u>Yarn</u>			
200	Yarns put up for retail sale, and sewing thread	6.6	kg.
201	Speciality yarns	6.5	kg.
300	Carded yarns, cotton	8.5	kg.
301	Combed yarns, cotton	8.5	kg.
600	Textured filament yarns, mmf	6.5	kg.
603	Yarn containing 85 per cent or more by weight artificial fibre staple	6.3	kg.
604	Yarn containing 85 per cent or more by weight synthetic staple fibre	7.6	kg.
606	Non-textured filament, mmf	20.1	kg.
607	Other staple fibre yarn, mmf	6.5	kg.
<u>Fabric</u>			
218	Of Yarns of different colours	1.0	m ²
219	Duck	1.0	m ²
220	Fabric of special weave	1.0	m ²
222	Knit fabric	12.3	kg.
223	Non-woven fabrics	14.0	kg.
224	Pile and tufted fabrics	1.0	m ²
225	Blue Denim	1.0	m ²
226	Cheesecloth, batistes, lawns, or voiles	1.0	m ²
227	Oxford cloth	1.0	m ²
229	Special purpose fabric	13.6	kg.
313	Sheeting	1.0	m ²
314	Poplin and broadcloth	1.0	m ²
315	Printcloth	1.0	m ²
317	Twills	1.0	m ²
326	Sateens	1.0	m ²
611	Woven man-made fibre fabric containing 85 per cent or more by weight artificial staple fibres	1.0	m ²
613	Sheeting	1.0	m ²
614	Poplin and broadcloth	1.0	m ²
615	Printcloth	1.0	m ²
617	Twills and sateens	1.0	m ²
618	Woven artificial filament fabric	1.0	m ²
619	Polyester filament fabric	1.0	m ²

<u>Category</u>	<u>Description</u>	<u>Conversion Factor to square metres</u>	<u>Unit</u>
<u>Fabric (cont'd)</u>			
620	Other synthetic filament fabric	1.0	m ²
621	Impression fabric	14.4	kg.
622	Glass fibre fabric	1.0	m ²
624	Woven man-made fibre fabric, containing more than 15 per cent but less than 36 per cent wool	1.0	m ²
<u>Staple/Filament Combination</u>			
625	Poplin and broadcloth	1.0	m ²
626	Printcloth	1.0	m ²
627	Sheeting	1.0	m ²
628	Twills and sateens	1.0	m ²
629	Other mmf Vegetable fibre	1.0	m ²
<u>Apparel</u>			
237	Playsuits, sunsuits, etc.	19.2	Doz
239	Infants' wear of cotton and man-made fibre	6.3	kg.
330	Handkerchiefs	1.4	Doz
331	Gloves and mittens	2.9	Dpr
332	Hosiery	3.8	Dpr
333	M and B suit-type coats	30.3	Doz
334	Other M and B coats	34.5	Doz
335	W and G coats	34.5	Doz
336	Dresses	37.9	Doz
338	M and B knit shirts	6.0	Doz
339	W and G knit shirts and blouses	6.0	Doz
340	M and B shirts, not knit	20.1	Doz
341	W and G shirts and blouses, not knit	12.1	Doz
342	Skirts	14.9	Doz
345	Sweaters	30.8	Doz
347	M and B trousers, breeches and shorts	14.9	Doz
348	W and G trousers, breeches and shorts	14.9	Doz
349	Brassières and body supporting garments	4.0	Doz
350	Robes, dressing gowns, etc.	42.6	Doz
351	Nightwear and pyjamas	43.5	Doz
352	Underwear	9.2	Doz
353	M and B down-filled coats	34.5	Doz
354	W and G down-filled coats	34.5	Doz
359	Other cotton apparel	8.5	kg.
630	Handkerchiefs	1.4	Doz
631	Gloves and mittens	2.9	Dpr
632	Hosiery	3.8	Dpr

<u>Category</u>	<u>Description</u>	<u>Conversion Factor to square metres</u>	<u>Unit</u>
<u>Apparel (cont'd)</u>			
633	M and B suit-type coats	30.3	Doz
634	Other M and B coats	34.5	Doz
635	W and G coats	34.5	Doz
636	Dresses	37.9	Doz
638	M and B knit shirts	15.0	Doz
639	W and G knit shirts and blouses	12.5	Doz
640	M and B shirts, not knit	20.1	Doz
641	W and G shirts and blouses, not knit	12.1	Doz
642	Skirts	14.9	Doz
643	M and B suits	3.76	Nos
644	W and G suits	3.76	Nos
645	M and B sweaters	30.8	Doz
646	W and G sweaters	30.8	Doz
647	M and B trousers, breeches and shorts	14.9	Doz
648	W and G trousers, breeches and shorts	14.9	Doz
649	Brassières and body supporting garments	4.0	Doz
650	Robes, dressing gowns, etc.	42.6	Doz
651	Nightwear and pyjamas	43.5	Doz
652	Underwear	13.4	Doz
653	M and B down-filled coats	34.5	Doz
654	W and G down-filled coats	34.5	Doz
659	Other mmf apparel	14.4	kg.
<u>Made-up and Miscellaneous Textiles</u>			
360	Pillowcases	0.9	Nos
361	Sheets	5.2	Nos
362	Bedspread and quilts	5.8	Nos
363	Terry and other pile towels	0.4	Nos
369	Cotton manufactures, not elsewhere specified [nspf]	8.5	kg.
665	Floor coverings	1.0	m ²
666	Other furnishings	14.4	kg.
669	Man-made fibre manufactures, nspf	14.4	kg.
670	Flat goods, handbags, luggage	3.7	kg.

ANNEX B

<u>CATEGORY</u>	<u>UNIT</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
219, 220, 313, 314, 315, 317 Merged	M2	25,000,000	26,500,000	28,090,000
219	M2	8,000,000	8,480,000	8,988,800
220	M2	8,000,000	8,480,000	8,988,800
313	M2	8,000,000	8,480,000	8,988,800
314	M2	8,000,000	8,480,000	8,988,800
315	M2	9,000,000	9,540,000	10,112,400
219	M2	8,000,000	8,480,000	8,988,800