

**GENERAL AGREEMENT
ON TARIFFS AND TRADE**

RESTRICTED
COM.TEX/SB/1981*
1 December 1994
Special Distribution

(94-2571)

Textiles Surveillance Body

Original: English

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Articles 7 and 8

Bilateral Agreement between
the United States and Mauritius

The Textiles Surveillance Body received a notification from the United States of a bilateral agreement concluded with Mauritius for the period 1 October 1992 to 31 December 1995.¹

This notification has been made pursuant to a request made by the Textiles Committee that agreements concluded with non-participants be notified.

The TSB is forwarding the text of the notification to participating countries for their information.

¹This agreement replaces and supersedes the agreement contained in COM.TEX/SB/1814.

*English only/Anglais seulement/Inglés solamente

Embassy of the United States of America

No. 20

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and has the honour to refer to the Agreement on textiles between the United States Government and the Government of Mauritius effected by exchange of notes dated 3 and 4 June 1985 in Port Louis, as amended (The Agreement). The Embassy has the further honour to refer to discussions held in Washington D.C. on 22 October 1993 between representatives of the Governments of Mauritius and the United States of America concerning bilateral textile and apparel exports from Mauritius to the United States. As a result of these discussions, the Embassy of the United States of America has the honour to propose, on behalf of the Government of the United States, the following Agreement relating to trade in cotton, wool and man-made fibre textiles and textile products between the Government of Mauritius and the Government of the United States of America.

Agreement Term

1. A) The term of this Agreement will be the period from 1 October 1992 through 31 December 1995. The first Agreement period shall be the period from 1 October 1992 through 31 December 1993. Each remaining Agreement period shall be the period beginning 1 January and extending through 31 December of the same year.

B) This Agreement replaces and supersedes the Textile Agreement which was to expire 30 September 1993 and which was extended through 31 October 1993.

Coverage of the Agreement

2. A) Textiles and textile products covered by this Agreement are those summarized in Annex A. The system of categories and the rates of conversion into square meter equivalents listed in Annex A shall apply in implementing this Agreement.

Classification

3. A) For the purposes of this Agreement, textile products shall be classified as cotton, wool, or man-made fibre textiles if wholly or in chief of any of these fibres. Products covered by this subparagraph but not in chief value of cotton, wool, or man-made fibre shall be classified as:

I) Cotton textiles if containing 50 per cent or more by weight of cotton, or if the cotton with wool and/or man-made fibres in the aggregate equal or exceed 50 per cent by weight and the cotton component equals or exceeds the weight of each of the total wool and/or man-made fibre components;

II) Wool textiles if not cotton, and wool equals or exceeds 17 per cent by weight of all component fibres; and

B) The system of categories and the rate of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement.

C) For purposes of computing limits and charges the rates of conversion for individual categories set out in Annex A shall be applied.

III) Man-made fibre textiles if not cotton or wool as described in (I) or (II) above and containing 50 per cent or more by weight of man-made fibre, or if man-made fibre in combination with cotton and/or wool in the aggregate equal or exceed 50 per cent by weight of the component fibres and the man-made fibre component exceeds the weight of the total wool and/or total cotton component.

Handloom-Folklore-Cottage Industry Exemption

4. This Agreement shall not apply to exports of handloom fabrics of the cottage industry, or hand-made (cut, sewn, or otherwise fabricated by hand) cottage industry products made of such handloom fabrics, or to traditional folklore handicraft textile products of Mauritius, when such products are properly certified under an arrangement to be established between the two Governments.

Specific Limits

5. Commencing with the first Agreement period and during the subsequent term of this Agreement, the Government of Mauritius shall limit annual exports from Mauritius to the United States of cotton, wool, and man-made fibre textiles and textiles products to the specific limits set out in Annex B, as such specific limits may be adjusted in accordance with paragraph 5.

Flexibility (Swing)

6. A) During any Agreement period, the specific limits set out in Annex B, excluding the knit group limit, may be exceeded by not more than seven (7) per cent swing (five per cent for wool categories), provided that a corresponding reduction in square meters equivalent is made in one or more other specific limits during the same Agreement year. Special shift of 7 per cent shall be available between categories 347/348 and 647/648/847.

B) The Government of Mauritius shall indicate to the Government of the United States the specific limit it intends to increase and which it wishes to decrease.

C) 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 the corresponding specific limit from the succeeding Agreement period) and/or carryover (the use of unused yardage-shortfall of the corresponding specific limit for the previous Agreement period) is ten (10) per cent, of which carry forward shall not constitute more than five (5) per cent.

D) For the purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Mauritius to the United States during an Agreement year are below any specific limit as set out in Annex B or, in the case of any limit decreased pursuant to paragraph 5, when such exports are below the limit as decreased.

E) 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.

F) The Government of Mauritius will notify the Government of the United States when it wishes to use unused yardage (shortfall) available in categories for carryover or when it wishes to use carry forward, subject to the provisions set out above.

Overshipment Charges

7. A) Exports from Mauritius in excess of authorized limits in any Agreement period may be denied entry into the United States. Any such shipments denied entry may be permitted entry into the United States and charged to the applicable limit in the succeeding Agreement period. The Government of the United States shall inform the Government of Mauritius of any such charges.

B) Exports from Mauritius in excess of authorized 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.

C) Any action taken pursuant to this paragraph will not prejudice the rights of either side regarding consultations.

Spacing Provisions

8. The Government of Mauritius shall use its best efforts to space exports to the United States within each category, sub-category, or part category evenly throughout each Agreement period, taking into consideration normal seasonal factors.

US Assistance in Implementation of the Limitation Provisions

9. The Government of Mauritius shall administer its export control system under this Agreement. The Government of the United States may assist the Government of Mauritius in implementing the limitation provision of this Agreement by controlling imports, by the date of export, of textiles and textile products covered by this Agreement.

Exchange of Data

10. The Government of the United States shall promptly supply the Government of Mauritius with data on monthly imports of cotton man-made fibre and wool textiles and textile products into the United States from Mauritius. The Government of Mauritius shall promptly supply the Government of the United States with data on monthly exports of cotton, man-made fibre, wool textiles and textile products from Mauritius to the United States. Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement.

Mutually Satisfactory Administrative Arrangement

11. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including difference in points of procedure or operation.

Consultation on Implementation Questions

12. The Government of the United States and the Government of Mauritius agree, upon the request of the other, to consult on any question arising in the implementation of this Agreement.

Right to Propose Revisions to the Agreement

13. The Government of the United States and the Government of Mauritius may at any time propose revisions in the terms of this Agreement. Each agrees to consult promptly with the other about such

proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

Consultations in Case of Inequity vis-à-vis a Third Country

14. If the Government of Mauritius considers that as a result of limitations specified in this Agreement, it is being placed in an inequitable position in relation to a third country, the Government of Mauritius may request consultation with the Government of the United States with a view to taking appropriate remedial actions, such as a reasonable modification of this Agreement.

Reservation of Rights

15. The Government of the United States and the Government of Mauritius reserve their rights with respect to textiles and textile products not covered by this Agreement.

Visa System

16. Both Governments agree to establish a correct category/correct quantity visa system.

Exchange of Information

17. Each Government agrees to supply promptly to the other party any information within its possession reasonably believed to be necessary to the enforcement of this Agreement.

Cooperation in the Prevention of Circumvention

18. The Government of the United States recognizes that the Government of Mauritius has fully cooperated with the United States in combatting circumvention and is currently satisfied that given the good past record of the Government of Mauritius and the close cooperation between the two countries, cooperation will be reinforced by the following provisions:

A) The Government of the United States and the Government of Mauritius agree to take measures necessary to address, to investigate and, where appropriate to take legal and/or administrative action to prevent circumvention of this Agreement including by transshipment, rerouting, false declaration concerning country of origin or falsification of official documents.

B) Both parties agree to cooperate fully, consistent with their domestic laws and procedures, in instances of circumvention or alleged circumvention of the Agreement to address problems arising from circumvention and to establish the relevant facts in the places of import, export and, where applicable, transshipment. Such cooperation, to the extent consistent with domestic laws and procedures, will include investigation of circumvention practices; exchange of documents, correspondence, reports and other relevant information to the extent available; and facilitation of unannounced plant visits and contacts by representatives of either party, upon request and on a case-by-case basis.

C) If either party reasonably believes that this Agreement is being circumvented, it may request consultations to address the matter or matters concerned with a view to seeking a mutually satisfactory solution. Each party agrees to hold such consultations promptly, beginning within 30 days of receipt by a party of a request accompanied by an explanation for the request from the other party, and concluding within 90 days, unless extended by mutual agreement, and to cooperate fully in terms of the elements set out in paragraph B above.

D) Should the parties be unable to reach a satisfactory solution in the course of the consultations called for under paragraph C, then the Governments of Mauritius and the United States agree that in cases where clear evidence regarding circumvention has been provided, the United States may deduct from the quantitative limits for that Agreement period amounts at least equivalent to the amount of transshipped products of Mauritian origin. The amounts transshipped shall be the amounts and the country of origin shall be the country of origin so determined by US Customs. In addition, the Governments of Mauritius and the United States agree that deductions from the quantitative limits established under this Agreement may be made in those instances in which: a) the US possesses factual information which it has provided to the customs authorities of the Government of Mauritius showing a substantial likelihood that circumvention has occurred; b) the US has requested from Mauritius cooperation or information relevant to the possible circumvention that is of a type that is available to or could reasonably be obtained by the Government of Mauritius, and c) and the Government of Mauritius has not provided such information or cooperation within the period for consultation outlined in paragraph C.

E) Should the United States choose to exercise its rights under paragraph D to deduct an amount or amounts from the quantitative limits of a country where repeated instances of circumvention have been demonstrated within the current or immediately preceding Agreement year, then the United States may deduct from the quantitative limit amounts up to three times the amounts transshipped, provided that such deductions are distributed equally in each of the three following years.

F) Where there is clear evidence showing that goods originating in another country have been shipped through Mauritius to the United States as though they were products of Mauritius, the Governments of Mauritius and the United States agree to take appropriate action. Such action may include the introduction of restraints in the relevant category or categories or deducting the amount of goods so shipped from the quantitative limits established for the current Agreement year under this Agreement for shipments originating in Mauritius. Any such actions, together with their timing and scope, may be taken only after consultation held with a view of arriving at a mutually satisfactory solution. Such consultations will be held promptly, beginning within 30 days of receipt by a party of a request accompanied by an explanation for the request from the other party, and concluding within 90 days, unless extended by mutual agreement. Should the parties be unable to reach a satisfactory solution, then the Governments of Mauritius and the United States agree that in cases where clear evidence regarding circumvention has been provided, the United States may introduce a restraint or, where a restraint already exists, may deduct from the quantitative limits established under this Agreement an amount equivalent to the amount of product transshipped through Mauritius. Among other factors, the Government of the United States, during consultations, may consider previous Government of Mauritius concrete accomplishments in combatting transshipment.

G) Parties note that some cases of circumvention may involve shipments transitting through countries or places with no changes or alterations made to the goods contained in such shipments in the places of transit. They note that it may not be generally practicable for such places of transit to exercise control over such shipments.

H) Parties agree that false declaration concerning fibre content, quantities, description or classifications of merchandise also frustrates the objective of this Agreement. Where there is clear evidence that any such false declaration has been made for purposes of circumvention, both parties agree to take appropriate measures, consistent with their domestic laws and procedures, against exporters or importers involved. Should either party believe that this Agreement is being circumvented by such false declaration and that no, or inadequate, administrative measures are being applied to address and/or to take action against such circumvention, that party should consult promptly with the party involved with a view to seeking a mutually satisfactory solution. Such consultations should be held promptly, beginning within 30 days of receipt by a party of a request accompanied by an explanation for the

request from the other party, and concluding within 90 days, unless extended by mutual agreement. Should the parties be unable to reach a satisfactory solution, then the Governments of Mauritius and the United States agree that declarations have been provided, then the United States may deduct from the quantitative limits established for the current Agreement year an amount equivalent to the amount of product subject to the false declaration or classification. This provision is not intended to prevent parties from making technical adjustments when inadvertent errors in declarations have been made.

I) Either party shall have the right to challenge any action taken pursuant to the provisions set out in paragraph 4 of this dipnote through a request for the establishment of an appropriate General Agreement on Tariffs and Trade panel.

Provisions to Remain in Force after the Uruguay Round Enters into Force

19. The provisions addressing administrative matters set out in paragraphs 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 16 and 18 will be directly relevant to the ability of the United States and Mauritius to implement the Uruguay Round Textiles Agreement. Therefore, upon entry into force of the Uruguay Round Agreement, these provisions will remain in force and will be notified to the Textiles Monitoring Body (TMB).

Right to Terminate the Agreement

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

If the foregoing conforms with the understanding of the Government of Mauritius, this note and the Ministry's note of confirmation on behalf of the Government of Mauritius shall constitute an Agreement between our two Governments.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs the assurances of its highest consideration.

Enclosures:

Annex A

Annex B

Embassy of the United States of America
Port Louis, 17 March 1994

ANNEX A

Categories numbered in the:

200 Series are of cotton and/or man-made fibre.

300 Series are of cotton.

400 Series are of wool.

600 Series are of man-made fibre.

800 Series are of silk blends or other non-cotton vegetable fibres.

Category	Description	Conversion Factor	Unit
<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.
400	Wool yarn	3.7	kg.
600	Textured filament yarns, MMF	6.5	kg.
603	Yarn containing 85 per cent or more by weight artificial staple fibre	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.
800	Silk blends and non-cotton vegetable fibres	8.5	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
410	Woven fabrics containing 35 per cent or more by weight wool	1.0	m ²
414	Other wool fabrics	2.8	kg.

Category	Description	Conversion Factor	Unit
<u>Fabric (cont'd)</u>			
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, less than 170 grams per m ²	1.0	m ²
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	1.0	m ²
810	Woven fabric of silk blends or non-cotton vegetable fibre apparel	1.0	m ²
<u>Apparel</u>			
237	Playsuits, sunsuits, etc.	19.2	Doz
239	Infants' apparel	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, slacks, and shorts	14.9	Doz
348	W and G trousers, slacks, and shorts	14.9	Doz
349	Brassières and body supporting garments	4.0	Doz

Category	Description	Conversion Factor	Unit
<u>Apparel</u> (cont'd)			
350	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.
431	Gloves and mittens	1.8	Dpr
432	Hosiery	2.3	Dpr
433	M and B suit-type coats	30.1	Doz
434	Other M and B coats	45.1	Doz
435	W and G coats	45.1	Doz
436	Dresses	41.1	Doz
438	Knit shirts and blouses	12.5	Doz
439	Infants' wear	6.3	kg.
440	Shirts and blouses, not knit	20.1	Doz
442	Skirts	15.0	Doz
443	M and B suits	3.76	Nos
444	W and G suits	3.76	Nos
445	M and B sweaters	12.4	Doz
446	W and G sweaters	12.4	Doz
447	M and B trousers, slacks, and shorts	15.0	Doz
448	W and G trousers, slacks, and shorts	15.0	Doz
459	Other wool apparel	3.7	kg.
630	Handkerchiefs	1.4	Doz
631	Gloves and mittens	2.9	Dpr
632	Hosiery	3.8	Dpr
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, slacks, and shorts	14.9	Doz
648	W and G trousers, slacks, and shorts	14.9	Doz
649	Brassières and body supporting garments	4.0	Doz
650	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.

Category	Description	Conversion Factor	Unit
<u>Apparel</u> (cont'd)			
831	Gloves and mittens	2.9	Dpr
832	Hosiery	3.3	Dpr
833	M and B suit-type coats	30.3	Doz
834	Other M and B coats and jackets	34.5	Doz
835	W and G coats and jackets	34.5	Doz
836	Dresses	37.9	Doz
838	Knit shirts, blouses and tops	11.7	Doz
839	Infants' wear	6.3	kg.
840	Not knit shirts and blouses	16.7	Doz
842	Skirts	14.9	Doz
843	M and B suits	3.76	Nos
844	W and G suits	3.76	Nos
845	Sweaters of vegetable fibre	30.8	Doz
846	Sweaters of silk blend	30.8	Doz
847	Trousers, slacks, and shorts	14.9	Doz
850	Robes and dressing gowns	42.6	Doz
851	Nightwear and pyjamas	43.5	Doz
852	Underwear	11.3	Doz
858	Neckwear	6.6	kg.
859	Other apparel	12.5	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 specified (nspf)	8.5	kg.
464	Blankets	2.4	kg.
465	Floor coverings	1.0	m ²
469	Wool manufactures, nspf	3.7	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.
863	Towels	0.4	Nos
870	Luggage	3.7	kg.
871	Handbags and flatgoods	3.7	kg.
899	Other manufactures	11.1	kg.

ANNEX B

<u>Category</u>	<u>1/10/92-31/12/93 Base Level</u>	<u>1994 Base Level</u>	<u>1995 Base Level</u>
Group I Knit Apparel	157,529 doz	133,585	141,600
237	203,143 doz	172,265	182,601
335/835	80,750 doz	68,476	72,585
336	95,023 doz	80,580	85,414
338/339	380,418 doz	322,595	341,950
340/640	609,602 doz	525,000	556,500
-340/640-Y	376,864 doz	319,580	338,755
341/641	428,867 doz	363,679	385,500
347/348	762,632 doz	679,048	791,791
351/651	188,329 doz	159,703	169,286
352/652	1,597,033 doz	1,354,284	1,435,541
-352	1,357,479 doz	1,151,142	1,220,211
442	14,069 doz	11,368	11,482
604-A	392,858 kg	326,858	339,932
638/639	437,483 doz	370,985	393,244
647/648/847	628,050 doz	500,250	530,265

Embassy of the United States of America

No. 82

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and has the honour to refer to the Embassy's Note No. 20 of 17 March 1994, proposing a revised Bilateral Textile Agreement based on the discussions held in Washington D.C. on 22 October 1993 between the representatives of the Government of Mauritius and the Government of the United States of America.

The Embassy has just been informed by the Textile Office of the Department of State of the need to amend the proposed Bilateral Textile Agreement to include twenty per cent special shift between category 338/339 and 638/639. This language was contained in the previous Bilateral Agreement, but was inadvertently left out. Also, the heading of paragraph 6 should be changed to "Flexibility" only, that is, by deleting the word "Swing". Paragraph 6 of the Bilateral Agreement should, therefore, read as follows:

Flexibility

6. A) During any Agreement period, the specific limits set out in Annex B, excluding the knit group limit, may be exceeded by not more than seven (7) per cent swing (five per cent for wool categories), provided that a corresponding reduction in square meters equivalent is made in one or more other specific limits during the same Agreement year. Special shift of seven (7) per cent shall be available between categories 347/348 and 647/648/847. Special shift of 20 per cent shall be available between categories 338/339 and 638/639.

B) The Government of Mauritius shall indicate to the Government of the United States the specific limit it intends to increase and which it wishes to decrease.

C) 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 the corresponding specific limit from the succeeding Agreement period), and/or carryover (the use of unused yardage-shortfall of the corresponding specific limit for the previous Agreement period) is ten (10) per cent, of which carry forward shall not constitute more than five (5) per cent.

D) For the purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Mauritius to the United States during an Agreement year are below any specific limit as set out in Annex B or, in the case of any limit decreased pursuant to paragraph 5, when such exports are below the limit decreased.

E) 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.

F) The Government of Mauritius will notify the Government of the United States when it wishes to use unused yardage (shortfall) available in categories for carryover or when it wishes to use carry forward, subject to the provisions set out above.

The Embassy would appreciate receiving a response to the Bilateral Textile Agreement proposed in its Note No. 20 of 17 March 1994, including the amendment made in this Note. These two Notes from the Embassy and the Government of Mauritius' Note in reply will constitute an Amendment to the Agreement between our two Governments.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs the assurances of its highest consideration.

Embassy of the United States of America
Port Louis, 1 July 1994

Ministry of External Affairs
Mauritius

No. 54/94(18709/41)

29 July 1994

The Ministry of External Affairs of the Republic of Mauritius presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Notes (No. 20 and No. 82) dated 17 March and 1 July 1994 respectively concerning the Agreement on textiles between the United States Government and the Government of Mauritius.

The Ministry of External Affairs wishes to inform the Embassy that the Government of Mauritius is agreeable to the Bilateral Agreement transmitted under cover of the Embassy's Note (No. 20) of 17 March 1994 and to the proposed amendments to the above Agreement as stipulated in the Embassy's Note (No. 82) of 1 July 1994.

The Ministry of External Affairs of the Republic of Mauritius avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Embassy of the United States of America
4th floor
Rogers House
President John Kennedy St.
PORT LOUIS