

**GENERAL AGREEMENT  
ON TARIFFS AND TRADE**

**RESTRICTED**  
**COM.TEX/SB/1985\***  
21 December 1994  
Special Distribution

(94-2765)

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**Textiles Surveillance Body**

**Original: English**

**ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES**

**Notification under Article 4:4**

**Amendment and Extension of the Bilateral Agreement between  
the United States and Costa Rica**

The Textiles Surveillance Body received a notification from the United States of an amendment and extension of its agreement with Costa Rica for the period 1 January 1994 to 31 December 1995.<sup>1</sup>

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

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<sup>1</sup>The agreement is contained in COM.TEX/SB/1779.

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

\*English only/Anglais seulement/Inglés solamente

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 31

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Costa Rica and has the honour to refer to the Arrangement Regarding International Trade in Textiles, with annexes, done at Geneva on 20 December 1973, and extended by protocols adopted respectively on 14 December 1977, 22 December 1981, 31 July 1986 and 31 July 1991, at Geneva (hereinafter referred to as "the Arrangement"). The Embassy also refers to the Agreement on Textiles between the United States Government and the Government of Costa Rica signed on 20 March 1992 in Washington, D.C. (the "Agreement"). The Embassy has the further honour to refer to discussions held on 25 March and 18-19 October 1993 in Washington, D.C., on 19-20 July and 19-20 October 1993 in Washington D.C., on 11 December 1993 in Geneva, Switzerland, and on 23 December 1993 in San Jose, Costa Rica between representatives of the Governments of Costa Rica and of the United States of America concerning bilateral textile and apparel exports from Costa Rica to the United States. As a result of these discussions, and in accordance with the provision of the Memorandum of Understanding signed on 23 December 1993 calling for an exchange of letters incorporating its terms, and under Article 4 of the Arrangement, the Embassy of the United States of America has the honour to propose, on behalf of the Government of the United States, the Agreement Relating to Trade in Cotton, Wool and Man-made Fibre Textiles and Textile Products between the Government of Costa Rica and the Government of the United States of America be amended and extended as follows.

BILATERAL TEXTILE AGREEMENT  
BETWEEN THE UNITED STATES  
AND COSTA RICA

The Government of the United States and the Government of Costa Rica, noting the Arrangement Regarding International Trade in Textiles (hereinafter referred to as the Arrangement with annexes, done at Geneva on 20 December 1973, as extended);

Noting discussions between representatives of the Government of Costa Rica and the Government of the United States of America in San Jose, and subsequent discussions in Washington, D.C. and in Geneva, Switzerland concerning exports of cotton, wool, and man-made fibre textile products of Costa Rica exported to the United States;

Have agreed as follows:

Agreement Term

1. The term of this agreement will be the period from 1 January 1992 to 31 December 1995. Each "agreement period" or "agreement year" shall be a twelve-month period from 1 January of a given year to 31 December of the same year for the categories 340/640, 342/642, 347/348, 443, 447 and for such other categories and limits as may come under this agreement as a result of subsequent amendment. Exports are subject to limits or levels for the year in which exported.

Coverage of Agreement and Classification by Fibre

2. The textiles and textile products covered by this agreement are those summarized in paragraph 3(D), as subject to amendments. The system of categories and the rates of conversion into Square Metre Equivalents (SME) listed in paragraph 3(D), as subject to amendment, shall apply in implementing this agreement.

3. (A) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibres, silk blends, non-cotton vegetable 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.

(B) For the purposes of this Agreement, textile products covered by subparagraph (A) above shall be classified as:

- (i) Man-made fibre textiles, if the product is in 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.

(C) Coverage under this paragraph is intended to be identical with the terms of Article 12 of the Arrangement and in conformance with paragraph 24 of 31 July 1986 Protocol of Extension. In the event of a question regarding whether a product is covered by this Agreement by virtue of being chief weight of cotton, wool, or man-made fibre, the chief value of the fibres may be considered.

(D) For the purposes of this agreement, the following categories, as defined below, are covered by this agreement. If both countries agree to put new categories under quota, both parties shall amend relevant paragraphs of the agreement and the visa arrangement as necessary to include additional categories.

Category Agreement Factor	Categories Merged Designation	Description	Conversion
340	340/640	Mens's and boys' cotton shirts, not knit	20.1
342	342/642	Cotton skirts	14.9
347	347/348	Men's and boys' cotton trousers/slacks/shorts	14.9
348	347/348	Women's and girls' cotton trousers/slacks/shorts	14.9
433	n/a	Men's and boys' wool suits	3.76
447	n/a	Men's and boys' wooll slacks	15
640	340/640	Men's and boys' mmf shirts, not knit	20.1
642	342/642	MMF skirts	14.9

#### Protection of Rights

4. Introduction of changes (such as changes in practices, rules, procedures, categorization of textile products, including those changes relating to the Harmonized System) in the implementation or interpretation of this Bilateral Textile Agreement, which have the effect of upsetting the balance of rights and obligations between the parties concerned, or which affect the economic content of this bilateral agreement, or which affect the ability of a party to use or benefit fully from this bilateral agreement, or which disrupt trade, shall be avoided as far as possible. Where such changes are necessary, parties agree that the party initiating any such changes shall, wherever possible, inform and initiate consultation with the affected party prior to the time that such changes may affect the trade in question, with a view to reaching a mutually acceptable solution regarding appropriate and equitable adjustments. Parties further agree that where consultation prior to the implementation of any such changes is not feasible, the party initiating such changes will consult, as early as possible, with the affected party with a view to reaching a mutually satisfactory solution regarding appropriate and equitable adjustments. Any disruption under this provision may be referred to the TSE, or other appropriate successor monitoring body, for recommendation.

#### Guaranteed Access Levels (GALS)

5. The products and categories listed as Guaranteed Access Levels in Annex B are those which the Government of Costa Rica intends to export to the United States under the Caribbean Basin Textile Special Access Programme. These products, which will be:

- assembled in Costa Rica of United States-formed fabric, cut in the United States for re-export to the United States under contracts governed by HTSUSA 9802.00.8015 or
- assembled in Costa Rica of United States-formed fabrics, cut in the United States and then subject to bleaching, acid washing, stonewashing, garment dyeing, or permapressing

in Costa Rica following assembly, for re-export to the United States under contracts governed by the Statistical Headnote under Chapters 61 and 62 of the Harmonized Tariff Schedule of the United States Annotated, as implemented by the Government of the United States requiring the use of the statistical prefix "H" are subject to the annual Guaranteed Access Levels (GALS) specified in Annex B.

(A) If the Government of Costa Rica wishes to apply for a new Guaranteed Access Level (GAL) or to export textile products to the United States under the Caribbean Basin Textile Special Access Programme in excess of the existing Guaranteed Access Level, the Government of Costa Rica shall submit a request for new or increased levels. The Government of the United States shall consider such requests sympathetically and respond promptly within 30 United States working days of the receipt by the Government of the United States in Washington of the initial request. Among other factors, the Government of the United States will take into consideration export performance, current levels of exports, unused production capacity, expected new investment, and the potential for market disruption, taking into account the United States content of the product.

(B) If the Government of the United States fails to reply within 30 United States working days, the request of the Government of Costa Rica becomes the new Guaranteed Access Level. If the Government of the United States is unable to comply fully with the request due to problems of market disruption, as described in Annex A of the Arrangement, or the real risk thereof, in a category or product subject to such request, the Government of the United States will so inform the Government of Costa Rica within 30 U.S. working days. In this case, until a mutually satisfactory change in the GAL in question is established, shipments shall not exceed the existing GAL. The United States response will be supported by data which form the basis of the position it has taken. Either Government may request consultations to discuss such request for increases in GALS.

#### Specific Limits

6. The categories and products in Annex A are those which the Government of Costa Rica intend to export to the United States which are not eligible for the Caribbean Basin Special Trade Access Programme and are subject to specific limits.

#### Flexibility Adjustments

7. (A) (i) The specific limits set out in Annex A do not include any adjustments permitted under paragraph 7.
- (ii) During any agreement period, the specific limits set out in Annex A may be increased by not more than 7 per cent swing, except for category 347/348 which may receive 7.5 per cent swing, provided that a corresponding reduction in Square Metre Equivalent is made in one or more other specific limits during the same agreement period. Swing, if available, is additional to other available carryover and/or carry forward.
- (iii) No specific limits may be decreased pursuant to paragraph 7(A)(ii) to a level which is below the level of exports charged against that category's limit for that agreement period.
- (iv) The Government of Costa Rica shall indicate to the Government of the United States the specific limits it would like increased and those which it

would like decreased by commensurate quantities in Square Metre Equivalents.

- (B) (i) The extent to which any specific limit set out in Annex A 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 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.
- (ii) 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.
- (iii) In the 1992 agreement period only, category 347/348 will be eligible for up to 33,730 dozen carryover from the previous agreement period.

(C) For the purposes of the Agreement, a shortfall occurs when exports of textiles or textile products of Costa Rica to the United States during any agreement period are below any specific limit as set out in Annex A (or, in the case of any limit decreased pursuant to paragraph 7, when such exports are below the limit as decreased).

(D) The Government of Costa Rica will notify the Government of the United States when it wishes to use unused meterage (shortfall) available in categories for carryover or for use by other categories for carry forward, subject to the provisions set out above. To the extent that such adjustments are actually utilized, they will be implemented by means of carryover and carry forward, in that order. Any unused carry forward will be re-credited to the following period's limit. This procedure will not prejudice the outcome of any consultations that may be held between our Governments concerning the amounts of available carryover and carry forward.

#### Other Categories

8. Categories and products not listed in Annex A or in Annex B (Guaranteed Access Levels) as subject to amendment of this agreement, are free of all restrictions at this time; however, the Government of the United States and the Government of Costa Rica reserve their rights in accordance with paragraph 21 of this Agreement.

#### Overshipment Charges

9. (A) Products of Costa Rica shipped 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 into the United States and charged to the applicable limit in the succeeding agreement period.

(B) Products of Costa Rica 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.

(C) Any action taken pursuant to subparagraph 9(A) and 9(B) above, will not prejudice the rights of the other side regarding consultations.

(D) The United States Government will notify the Government of Costa Rica when the quota fill rate reaches 95 per cent. If the Government of Costa Rica finds that there is a data

discrepancy between the United States Government data and the Government of Costa Rica export data, the Government of Costa Rica will request consultations. The United States Government agrees to consult as promptly as possible to resolve any data errors. When the merchandise entered against the quota reaches a level where the quota can be filled, the United States Government agrees to offer an additional two working days before finalizing the closure of the category.

#### Spacing Provisions

10. The Government of Costa Rica shall use its best efforts to space exports of its products to the United States within each category, subcategory or part category evenly throughout each agreement period, taking into consideration normal seasonal factors.

#### Implementation of the Limitation Provisions

11. The Government of Costa Rica shall administer its Export Control System under the agreement. The Government of the United States will control by the date of export, imports of textile products covered by this agreement.

#### Correct Category/Quantity Visa System

12. (A) The provisions of the visa arrangement will govern the licensing and/or certification of exports of all textile and apparel products from Costa Rica to the United States which are subject to this agreement. Visas issued for a particular agreement year shall be valid only for apparel products exported during that agreement year.

(B) The parties recognize that under the agreement the purchase of textile products to be delivered subject to the restrictions under the agreement implies that the delivery of goods will be accompanied by a visa.

#### Commercial Samples and Personal Shipments

13. (A) Properly marked commercial sample shipments, 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.

#### Exchange of Information

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

#### Exchange of Data

15. (A) The Government of the United States shall promptly supply the Government of Costa Rica with data on monthly imports of cotton, man-made fibre, wool, silk blend and non-cotton vegetable fibre textiles and textile products of Costa Rica into the United States.

(B) The Government of Costa Rica shall promptly supply the Government of the United States with data on monthly exports of cotton, man-made fibre, wool, silk blend and non-cotton vegetable fibre textiles and textile products of Costa Rica to the United States.

(C) The United States Government and the Government of Costa Rica agree to exchange namesake data via computer diskette as agreed in a subsequent technical letter.

(D) Any discrepancy noted by one party between import and export data shall be notified to the other party. Both parties agree that when such discrepancies are so notified they will hold consultations as promptly as possible to resolve such discrepancies.

Cooperation in the Prevention of Circumvention and Fraud

16. (A) The Government of the United States and the Government of Costa Rica 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 by transshipment, re-routing, false declaration concerning country of origin, falsification of official documents or any other means.

(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, including the ITA 370-P forms or successor document, correspondence, reports and other relevant information to the extent available; and facilitation of impromptu plant visits and contacts by representatives of either party, upon request and on a case-by-case basis.

Where the enforcement officials of either party plan to travel to the territory of the other party to pay visits to certain textile or apparel plants, they shall give advance written notice to the Ministry of Foreign Trade or to the United States Government of such travel plan at least one (1) week in advance, stating the name of plants they intend to visit. Both parties agree that if requested by the other party, the plant will not be notified in advance of a plant visit. Permission from a responsible person at the plant shall be obtained for each such plant to be made. Upon completion of such plant visits during each trip, the visiting officials shall report their findings to the respective government officials of the other party.

(C) Both parties also agree to cooperate in the implementation of a bilateral Electronic Data Exchange System (EDES).

(D) If either party believes 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. Both parties agree to a discovery period to gather, exchange and review all relevant information which will conclude within 30 days of the request for consultations. Both parties agree to hold further consultations promptly if deemed necessary by either party, beginning within 5 days after the conclusion of the discovery period and concluding within 60 days, unless extended by mutual agreement. Both parties agree to cooperate fully in terms of the elements set out in paragraph (B) above.

(E) (1) Should the parties be unable to reach a satisfactory solution in the course of the consultations called for under paragraph (D), then the Governments of Costa Rica 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 equivalent to the amount of transshipped products of Costa Rican origin.

- (2) In addition, the Governments of Costa Rica 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 United States possesses information showing a substantial likelihood that circumvention has occurred, and has provided such information to the Government of Costa Rica;
  - (b) the United States has requested from Costa Rica cooperation or information relevant to the possible circumvention that is of a type that is legally available to and could reasonably be obtained by the Government of Costa Rica, and
  - (c) the Government of Costa Rica has not provided such information or cooperation within the period for consultation outlined in paragraph (D).

Any such action shall be notified to the TSB with full justification.

(F) Should the United States choose to exercise its rights under paragraph E(1) to deduct an amount or amounts from the quantitative limits of a country where more than two major 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.

(G) Where there is clear evidence showing that goods originating in another country have been shipped through Costa Rica to the United States as though they were products of Costa Rica, the Governments of Costa Rica 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 Costa Rica. Any such actions, together with their timing and scope, may be taken after consultation held with a view of arriving at a mutually satisfactory solution and shall be notified to the TSB with full justification. Such consultations should be held following the procedures set forth in paragraph (D). Should the parties be unable to reach a satisfactory solution, then the Governments of Costa Rica 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 Costa Rica. Parties note that some cases of circumvention may involve shipments transiting through the country with no changes or alterations made to the goods contained in such shipments in the place of transit and that in those cases it shall not be practicable 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 following the procedures set forth in paragraph (D). Should the parties be unable to reach a satisfactory solution, then the Governments of Costa Rica and the United States agree that in cases where clear evidence regarding such false declarations has 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) Any actions taken by either party in application of the provisions of this agreement shall be notified to the TSB with full justification.

Mutually Satisfactory  
Administrative Arrangement

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

Consultation on Implementation Questions

18. The Government of the United States and the Government of Costa Rica each agree to consult upon the request of the other on any question arising in the implementation of this Agreement.

Right to Propose Revisions to the Agreement

19. The Government of the United States and the Government of Costa Rica 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

20. If the Government of Costa Rica 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 Costa Rica 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

21. The Government of the United States and the Government of Costa Rica each reserve their rights under the arrangement with respect to textiles and textile products not covered by this agreement.

Right to Terminate the Agreement

22. 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.

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

23. The provisions set out in paragraphs 7, 9, 10, 11, 13, 14, 15, 16, 17, and 18 and the visa arrangement will be directly relevant to the ability of the United States and Costa Rica to implement the Uruguay Round Textiles Agreement. Therefore, upon entry into force of the Uruguay Round Agreement, those provisions will remain in force and will be notified to the textiles monitoring body.

If the foregoing conforms with the understanding of the Government of Costa Rica, this Note and the Ministry of Foreign Affairs' Note of confirmation on behalf of the Government of Costa Rica shall constitute an agreement between our two Governments.

Enclosures:

Annex A

Annex B

ANNEX A

Category	Rate (per cent)	1992	1993	Swing (per cent)
340/640	6	668,685 doz.	725,924 doz.	7
342/642	6	246,851 doz.	267,979 doz.	7
347/348	6	1,071,165 doz.	1,223,341, doz.	7.5
443	1	200,000 nos.	202,000 nos.	7
447	-	-	-	-

Category	Rate (per cent)	1994	1995	Swing (per cent)
340/640	6	769,479 doz.	815,648 doz.	7
342/642	6	284,058 doz.	301,101 doz.	7
347/348	6	1,296,741 doz.	1,374,545 doz.	7.5
443	1	204,020 nos.	206,060 nos.	7
447	1	11,000 doz.	11,110 doz.	7

The Governments of Costa Rica and the United States agree to establish a start-up DCL for category 447 at a level of 10,000 dozen for the period 1 March 1993-31 December 1993. The Governments recognize that GAL for category 447 cannot be used until after the necessary administrative matters are in place, which the United States will implement on or before 15 February 1994.

ANNEX B

Category	Annual levels/units	
	1992	1993
340/640	650,000 doz.	650,000 doz.
342/642	250,000 doz.	250,000 doz.
347/348	1,500,000 doz.	1,500,000 doz.
443	200,000 nos.	200,000 nos.
447	-	-

Category	Annual Levels/units	
	1994	1995
340/640	650,000 doz.	650,000 doz.
342/642	250,000 doz.	250,000 doz.
347/348	1,500,000 doz.	1,500,000 doz.
443	200,000 nos.	200,000 nos.
447	4,000 doz.	4,000 doz.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Relations of the Republic of Costa Rica the assurance of its highest consideration.

Embassy of the United States of America,  
San Jose, May 5 1994