

**GENERAL AGREEMENT  
ON TARIFFS AND TRADE**

**RESTRICTED**  
**COM.TEX/SB/1992\***  
31 December 1994  
Special Distribution

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**Textiles Surveillance Body**

Original: English

**ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES**

**Notification under Article: 4:4**

**Bilateral Agreement between  
the United States and Kenya**

The Textiles Surveillance Body received a notification from the United States of a bilateral agreement concluded with Kenya for the period 1 January 1994 to 31 December 1995.

The TSB, pursuant to its procedures regarding bilateral agreements concluded under Article 4<sup>1</sup>, has examined the relevant documentation and is forwarding the text of the notification to participating countries for their information.

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<sup>1</sup>See COM.TEX/SB/35, Annex B.

\*English only/Anglais seulement/Inglés solamente

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF  
KENYA AND THE GOVERNMENT OF THE UNITED STATES OF  
AMERICA REGARDING  
EXPORTS OF TEXTILE PRODUCTS**

**1. Agreement Term**

The term of the AGREEMENT shall be the two year period from 1 January 1994 through 31 December 1995. Each "Agreement Period" shall be twelve-month period from 1 January through 31 December of the same year.

**2. Coverage of Agreement and Classification by Fibre**

Textile and textile products covered by this Agreement are those summarized in Annex A. The system of categories and the rates of conversion into Square Metre Equivalents (SME) listed in Annex A shall apply in implementing the Agreement.

- (a) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being produced which derive their chief characteristics from their textile components) of cotton, wool, man-made fibres, silk blends, non-cotton vegetable fibres, of 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 11 of the harmonized system are likewise to be disregarded here.

Coverage pursuant to this paragraph is subject to subparagraph (b) below.

- (b) For the purposes of this Agreement, textile products covered by subparagraph 2 (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 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 components fibres, and 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 (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 fibre" sweaters. For the purposes of this provision sweaters shall be classified as "silk blend" if the silk component (if any). Sweaters not classified as "silk blend" sweaters in accordance with the foregoing shall be classified as "non-cotton vegetable fibre" sweaters. Garments 17 per cent by weight wool shall be classified as wool textiles, under subparagraph (b)(iv)(b).
- (d) Coverage under this paragraph is intended to be identical with the terms of the arrangement and in conformance with the 31 July 1986 Protocol of the 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, man-made fibre, silk blend, or non-cotton vegetable fibre, the chief value of the fibres may be considered.

### 3. Specific Limits

Commencing with the first Agreement period, and during each subsequent term of this Agreement, the Government of the Republic of Kenya shall limit annual exports to the United States of America of cotton, wool, man-made fibre, other vegetable fibre, and silk blend textiles and textile products of Kenya to the specific limits set out in Annex B, as such specific limits may be adjusted in accordance with paragraphs 4 and 5. The limits in Annex B include annual growth. Subject to paragraph 8, exports shall be charged to the limits for the year in which exported.

4. Flexibility

- (a) The specific limits set out in Annex B do not include any adjustments permitted under paragraphs 4 and 5.
- (b) During any Agreement period, the specific limits set out in Annex B may be increased by not more than 6 per cent swing provided that a corresponding reduction in square metres equivalent is made in one or more other specific limit during the same Agreement period.
- (c) No specific limit may be decreased pursuant to paragraph 4 (b) to a level which is below the level of exports charged against that category's limit for that Agreement period.
- (d) The Government of the Republic of Kenya shall indicate to the Government of the United States of America the specific limits or sub-limits it would like increased and those which it would like decreased by commensurate quantities in square metres equivalent.

5. Carryover and Carry Forward

- (a) 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 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.
- (b) Notwithstanding the above, only 6 per cent carry forward shall be available in the first Agreement period, no carryover shall be available for application in the first Agreement period.
- (c) Notwithstanding the above, only 6 per cent carryover shall be available in the last Agreement period: no carry forward shall be available for application in the final.
- (d) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Kenya to the United States of America during an Agreement period are below any specific limit as set out in Annex B, (or, in the case of any limit decreased pursuant to paragraphs 4 and 5, when such exports are below the limit as so decreased).
- (e) The Government of the Republic of Kenya will notify the Government of the United States of America when it wishes to use unused meterage (shortfall) available in categories for carryover, or for use by other categories for swing, subject to the provisions set out above. However, the Government of the United States of America may supply adjustments under this section to any specific limit whenever that adjustment appears appropriate to facilitate the flow of trade and the sound administration of the Agreement. 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 or carry forward.

6. Overshipment Charges

- (a) Products of Kenya shipped in excess of authorized limits in any Agreement period may be denied entry into the United States of America. Any such shipment denied entry may be permitted into the United States of America and charged to the applicable limit in the succeeding Agreement period.
- (b) Products of Kenya shipped in excess of applicable limits in any Agreement period will, if allowed entry into the United States of America during that Agreement period shall be charged to the applicable limit in the succeeding Agreement period.
- (c) Any action taken pursuant to sub-paragraph 5(a) and (b) above, will not prejudice the rights of the other side regarding consultations.

7. Spacing Provision

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

8. United States of America Assistance in Implementation of the Limitation Provision

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

9. Correct Category/Quantity Visa System

- (a) The provisions of the visa arrangement will govern the licensing of exports for the Republic of Kenya. Visas issued in a particular Agreement period shall be valid only for textiles and apparel products exported during that Agreement period.
- (b) The Governments of the United States of America and the Republic of Kenya recognize that under the Agreement the purchase of textiles and textile products to be delivered subject to the restrictions under the Agreement implies that the delivery of goods will be accompanied by a valid visa.

10. Exchange of Information

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.

11. Exchange of Data

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

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

12. Cooperation in the Prevention of Circumvention

- (a) The Government of the United States of America and the Government of the Republic of Kenya agree to take measures necessary to prevent circumvention of the Agreement and/or visa arrangement by transshipment, rerouting and false declaration concerning country of origin, and falsification of official documents. Accordingly, the Government of the United States of America and the Government of the Republic of Kenya shall apply or establish if so necessary legal provisions and/or administrative procedures necessary to comply with the Agreement and the visa arrangement. Both parties agree that, consistent with their domestic laws and procedures, they will cooperate fully to address problems arising from or related to circumvention.
- (b) Should either party believe that the Agreement and/or visa arrangement is being circumvented by transshipment, re-routing, false declaration concerning country or place of origin, or falsification of official documents, and that no, or inadequate measures are being applied to address or to take action against such circumvention, both parties shall consult with the view to seeking a mutually satisfactory solution. Each Government shall supply to the other all available information in regard to the entry or export of shipments not in conformity with the Agreement and/or visa arrangement, consistent with their domestic laws and procedures. Such consultation should be held promptly and within 30 days when possible. If a mutually satisfactory solution is not reached, the matter may be referred to the TSB for recommendations.
- (c) Both parties agree, consistent with their domestic laws and procedures, to take necessary action to prevent, to investigate, and where appropriate, to take legal and/or administrative action against circumvention practices within their territory. Both parties agree to cooperate fully, consistent with their domestic laws and procedures, in instances of circumvention or alleged circumvention of the Agreement and/or visa arrangement to establish the relevant facts in the places of import, export and, where applicable transshipment. It is agreed that such cooperation, consistent with domestic laws and procedures, will include investigation of circumvention practices which increase restrained exports from Kenya; exchange of documents, correspondence, reports and other relevant information to the extent available; and facilitation of plant visits and contacts, upon request. Both parties should endeavour to clarify the circumstances of any such instances of circumvention, including the respective roles of the exporters or importers involved.
- (d) Where, as a result of investigation, there is sufficient evidence that circumvention has occurred (e.g., where evidence is available concerning the place of true origin, and circumstances of such circumvention) both parties agree to take appropriate action, to the extent necessary to address the problem. Such action may include the denial of entry of goods or, where goods have entered, having due regard to the actual circumstances and the involvement of the country of true origin, the adjustment of charges to restraint levels to reflect the true country of origin. Also, where there is evidence that the goods have been transshipped through the Republic of Kenya, such action may include the introduction of restraints. Any such actions, together with their timing and scope, may be taken after consultation held with a view to arriving at a

mutually satisfactory solution, and shall be notified to the TSB with full justification. Any such agreement shall also be notified to the TSB and the TSB may make such recommendations to the parties concerned as it deems appropriate. If a mutually satisfactory solution is not reached, any party concerned may refer the matter to the TSB for prompt review and recommendation.

- (e) Both parties agree that false declaration concerning fibre content, quantities, description or classification of merchandise also frustrates the objective of this Agreement or visa arrangement. Where there is evidence that any such false declaration has been made for purpose of circumvention, both parties agree to take appropriate measures, consistent with their domestic laws and procedures, against the exporters or importers involved. Should either party believe that this Agreement or visa arrangement 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. If such a solution is not reached, the matter may be referred to the TSB for recommendation. This provision is not intended to prevent parties, after notification, from making technical adjustments when inadvertent errors in declarations have been made.

13. Commercial Samples and Personal Shipments

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

14. Equity

If the Government of the Republic of Kenya considers that, as a result of a limitation specified in this Agreement, the Republic of Kenya is being placed in an inequitable position vis-à-vis a third country or party, the Government of the Republic of Kenya may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modifications of this Agreement and the Government of the United States of America shall agree to hold such consultations.

15. Mutually Satisfactory Administrative Arrangements

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.

16. Consultation on Implementation Questions

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

17. Right to propose revisions to the Agreement

The Government of the United States of America and the Government of the Republic of Kenya may at any time propose revisions to 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.

18. Right to terminate the Agreement

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

19. Provisions to Remain in Force After the Uruguay Round Enters into Force

The provisions set out in paragraphs 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16 and the visa arrangement will be directly relevant to the ability of the United States of America and the Republic of Kenya 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 to the understanding of the Government of the Republic of Kenya, this note and the Government of the Republic of Kenya's note of confirmation shall constitute an agreement between the Government of the Republic of Kenya and the United States of America.



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, and
800	Series of silk blend and/or other non-cotton vegetable fibres

Category	Description	Conversion Factor to Square Metres	Unit
<u>Yarn:</u>			
200	Yarn put up for retail sale, & 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 & non-cotton vegetable fibres	8.5	kg.
218	Fabrics of yarns of different colours	1.0	M <sup>2</sup>
219	Duck	1.0	M <sup>2</sup>
220	Fabric of special weave	1.0	M <sup>2</sup>
222	Knit fabric	12.3	kg.
223	Non-woven fabrics	14.0	kg.
224	Pile & tufted fabrics	1.0	M <sup>2</sup>
225	Blue denim	1.0	M <sup>2</sup>
226	Cheesecloth, batistes, lawns, or voiles	1.0	M <sup>2</sup>
227	Oxford cloth	1.0	M <sup>2</sup>
229	Special purpose fabric	13.6	kg.
313	Sheeting	1.0	M <sup>2</sup>
314	Poplin & broadcloth	1.0	M <sup>2</sup>
315	Printcloth	1.0	M <sup>2</sup>
317	Twills	1.0	M <sup>2</sup>
326	Sateens	1.0	M <sup>2</sup>

Category	Description	Conversion Factor to Square Metres	Unit
<u>Yarn:</u> (cont'd)			
410	Woven fabrics containing 36 per cent or more by weight wool	1.0	M <sup>2</sup>
414	Other wool fabrics	2.8	kg.
611	Woven man-made fibre fabric containing 85 per cent or more by weight artificial staple fibres	1.0	M <sup>2</sup>
613	Sheeting	1.0	M <sup>2</sup>
614	Poplin & broadcloth	1.0	M <sup>2</sup>
615	Printcloth	1.0	M <sup>2</sup>
617	Twills & sateens	1.0	M <sup>2</sup>
618	Woven artificial filament fabric	1.0	M <sup>2</sup>
619	Polyester filament fabric, less than 170 grams per M <sup>2</sup>	1.0	M <sup>2</sup>
620	Other synthetic filament fabric	1.0	M <sup>2</sup>
621	Impression fabric	14.4	kg.
622	Glass fibre fabric	1.0	M <sup>2</sup>
624	Woven man-made fibre fabric, containing more than 15 per cent but less than 36 wool staple/filament combination	1.0	M <sup>2</sup>
625	Poplin & broadcloth	1.0	M <sup>2</sup>
626	Printcloth	1.0	M <sup>2</sup>
627	Sheeting	1.0	M <sup>2</sup>
628	Twills and sateens	1.0	M <sup>2</sup>
629	Other MMF	1.0	M <sup>2</sup>
810	Woven fabric of silk blends or non-cotton vegetable fibre	1.0	M <sup>2</sup>
<u>Apparel:</u>			
237	Playsuits, sunsuits, etc.	19.2	doz.
239	Infants' apparel	6.3	kg.
330	Handkerchiefs	1.4	doz.
331	Gloves & mittens	2.9	dpr.
332	Hosiery	3.8	dpr.
333	M & B suit-type coats	30.3	doz.
334	Other M & B coats	34.5	doz.
335	W & G coats	34.5	doz.
336	Dresses	37.9	doz.
338	M & B knit shirts	6.0	doz.
339	W & G knit shirts and blouses	6.0	doz.
340	M & B shirts, not knit	20.1	doz.

Category	Description	Conversion Factor to Square Metres	Unit
<u>Apparel:</u> (cont'd)			
341	W & G shirts and blouses, not knit	12.1	doz.
342	Skirts	14.9	doz.
345	Sweaters	30.8	doz.
347	M & B trousers, slacks, and shorts	14.9	doz.
348	W & G trousers, slacks and shorts	14.9	doz.
349	Brassieres & body-supporting garments	4.0	doz.
350	Dressing gowns, etc.	42.6	doz.
351	Nightwear and pyjamas	43.5	doz.
352	Underwear	9.2	doz.
353	M & B down-filled coats	34.5	doz.
354	W & 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 & B suit-type coats	30.1	doz.
434	Other M & B coats	45.1	doz.
435	W & G coats	45.1	doz.
436	Dresses	41.1	doz.
438	Knit shirts and blouses	12.5	doz.
439	Infants' wear	5.3	kg.
440	Shirts & blouses, not knit	20.1	doz.
442	Shirts	15.0	doz.
443	M & B suits	3.76	nos.
444	W & G suits	3.76	nos.
445	M & B sweaters	12.4	doz.
446	W & G sweaters	12.4	doz.
447	M & B trousers, slacks and shorts	15.0	doz.
448	W & 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 & B suit-type	30.3	doz.
634	Other M & B coats	34.5	doz.
635	W & G coats	34.5	doz.
636	Dresses	37.9	doz.
638	M & B knit shirts	15.0	doz.
639	W & G knit shirts and blouses	12.5	doz.
640	M & B shirts, not knit	20.1	doz.
641	W & G shirts & blouses, not knit	12.1	doz.

Category	Description	Conversion Factor to Square Metres	Unit
<u>Apparel: (cont'd)</u>			
642	Skirts	14.9	doz.
643	M & B suits	3.76	nos.
644	W & G suits	3.76	nos.
645	M & B sweaters	30.8	doz.
646	W & G sweaters	30.8	doz.
647	M & B trousers, slacks and shorts	14.9	doz.
648	W & G trousers, slacks and shorts	14.9	doz.
649	Brassieres & 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 & B down-filled coats	34.5	doz.
654	W & G down-filled coats	34.5	doz.
659	Other MMF apparel	14.4	kg.
831	Gloves and mittens	2.9	dpr.
832	Hosiery	3.8	dpr.
833	M & B suit-type coats	30.3	doz.
834	Other M & B coats and jackets	34.5	doz.
835	W & G coats and jackets	34.5	doz.
836	Dresses	37.9	doz.
839	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 & B suits	3.76	nos.
844	W & 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 & 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 &amp; Miscellaneous Textiles:</u>			
360	Pillowcases	0.9	nos.
361	Sheets	5.2	nos.
362	Bedspread and quilts	5.8	nos.

Category	Description	Conversion Factor to Square Metres	Unit
<u>Made-up &amp; Miscellaneous Textiles:</u> (cont'd)			
363	Terry & other pile towel	0.4	nos.
369	Cotton manufacturers, not specified (NSPF)	8.5	kg.
464	Blankets	2.4	kg.
465	Floor coverings	1.0	M <sup>2</sup>
469	Wool manufacturers, (NSPF)	3.7	kg.
665	Floor coverings	1.0	M <sup>2</sup>
666	Other furnishings	14.4	kg.
669	Man-made fibre manufacturers, (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 flat goods	3.7	kg.
899	Other manufacturers	11.1	kg.

ANNEX B

<u>Category</u>	<u>1994</u>	<u>1995</u>	<u>Growth</u>
340/640	360,000 doz.	361,600 doz.	6 per cent
360	2,600,000 nos.	2,756,000 nos.	6 per cent

**VISA ARRANGEMENT  
BETWEEN THE GOVERNMENTS OF THE REPUBLIC OF  
KENYA AND THE UNITED STATES OF AMERICA  
CONCERNING TEXTILES AND TEXTILE PRODUCTS**

**1. Definitions**

- (a) For the purpose of this Arrangement, the term "textiles" means textiles and textile products of cotton, wool, man-made fibre vegetable fibre other than cotton, blends of any of the foregoing fibres and blends containing silk, but does not include garments which contain 70 per cent or more by weight of silk (unless they all contain over 17 per cent by weight of wool), or products other than garments which contain 85 per cent or more by weight of silk.
- (b) The term "category" signifies a class of textiles or text products which may be subject to a quota restriction. The term "category" includes part categories and merged categories as established in the bilateral agreement.
- (c) A "visa" is a stamp issued by the Government of the country of origin of the textile exported to the United States of America, or by its representative, which describes the shipment, certifies the country of origin, and authorizes the shipment to be charged against any applicable quota.

**2. Visa Requirements**

- (a) The Government of the Republic of Kenya shall issue a visa for each shipment of textiles, as defined in section one above, produced or manufactured in Kenya and exported to the United States of America regardless of value, except as noted in paragraph 2(N). Below, in categories 200-239, 300-369, 400-469, and 600-670, and 800-899, as listed in the correlation: textile and apparel categories with the harmonized tariff schedule of the United States of America or successor document. The visa shall be presented to the United States of America customs service before entry, or withdrawal from warehouse for consumption, into the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico).
- (b) Should merged categories or part categories be added to the bilateral agreement or become subject to import quotas, the merged part categories shall be automatically included in the coverage of this visa arrangement. Merchandise in the merged or part category exported on or after the date of the merged or part category(s) is added to the agreement or becomes subject to import quotas shall require visa.
- (c) A shipment shall be visaed by the stamping of the original circular visa in blue ink on the front of the original commercial invoice or successor document. The original visa shall not be stamped on duplicate copies of the invoice. The original of the invoice with the shipment into the United States of America. Duplicates of the invoice and/or visa may not be used for this purpose.
- (d) Each visa stamp will include the following information:

- (i) **The Visa Number:** The visa number shall be in the standard nine digit letter format beginning with one numeric digit for the last digit of the year of export, followed by two character alpha code specified by the International Organization for Standardization (IPSO) (the code for Kenya is KE), and a six digit numerical serial number identifying the shipment, e.g. 4KE123456.
- (ii) **The Date of Issuance:** The date of issuance shall be the day, month and year on which the visa is issued.
- (iii) **The Signature of the Issuing Official and the Print Name of the Issuing Official:** The signature shall be the signature of an official authorized to issue visas by the Government of the Republic of Kenya.
- (iv) **The correct category(s), merged category(s), part category(s), quantity(s), and unit(s) of quantity of the shipment in the unit(s) of quantity provided for in the United States of America Department of Commerce correlation and in the harmonized tariff schedule of the United States of America, annotated or successor documents shall be reported in the spaces provided within the visa stamp (e.g., "cat. 340-510 doz. ").** Quantities must be stated in whole numbers. Decimals or fractions will not be accepted. Merged category quota merchandise may be accompanied by either appropriate merged category visa or the correct category visa corresponding to the actual shipment. For example, quota category 347/348 may be visaed as "category 347/34" or if the shipment consists solely of category 347 merchandise, the shipment may be visaed as "category 347" but not as "category 348". If, however, a merged quota category such as 340/640 has a quota sublimit on "category 340" then there must be a "category 340" visa for the shipment if it includes category 340 merchandise.
- (e) If the quantity indicated on the visa is less than that on the shipment, entry shall not be permitted.
- (f) If the quantity indicated on the visa is more than that on the shipment, entry shall be permitted and only the amount entered shall be charged to any applicable quota.
- (g) Entry will not be permitted, except as noted in paragraph 2. (j) below, if the shipment does not have a visa, or if the visa number, date of issuance, signature, printed name or the signer, category, quantity or units of quantity are missing, incorrect, illegible or have been crossed out or altered in any way.
- (h) The complete name and address of a company actually involved in the manufacturing process of the textile product covered by the visa shall be provided on the textile visa document.
- (i) The categories, quantities and date of export shall be thus determined by the United States of America Customs Service classifying all imports into the customs territory of the United States of America in compliance with United States of America laws and regulations.
- (j) If a visa is not acceptable then a new correct visa or visa waiver must be presented to the United States of America Customs Service before a portion of the shipment will be released. A visa waiver may be issued by the Department of Commerce at the request of the Embassy Washington for the Government of the Republic of Kenya. A visa waiver



only waives the requirement to present a visa at entry, it does not waive any quota requirements. Visa waivers will only be issued for classification purposes or for one time special purpose shipments that are not part of an ongoing commercial enterprise.

- (k) If the visaed invoice is deficient, the United States of America Customs Service will not return the original document after entry, but will provide certified copy of that visaed invoice for use in obtaining a new correct original visaed invoice, or a visa waiver.
- (l) If a shipment from Kenya has been allowed entry into the Commerce of the United States of America with either an incorrect visa or no visa, and redelivery is requested but cannot be made, the shipment will be charged to the correct category limit whether or not a replacement visa or waiver is proved.
- (m) The date of export is the actual date the merchandise finally leaves the country of origin. For merchandise exported by carrier, this is the day on which the carrier last departs the country of origin.
- (n) Merchandise imported for the personal use of the importer and not for resale, regardless of value, and properly marked commercial sample shipments valued at US\$250 or less do not require a visa for entry and shall not be charged to Agreement levels, if applicable.
- (o) The Government of the Republic of Kenya shall provide the Government of the United States of America with three original, clear reproducible copies of the visa stamp which shall be the stamp designated for use throughout the entire period the visa arrangement is in effect, and three originals of the signatures of the official authorized to sign visas. The stamp, and any subsequent changes thereto, must be approved by the Government of the United States of America. The Government of the Republic of Kenya shall notify the Government of the United States of America at least 45 days prior to a change in the officials authorized to sign the visa.
- (p) Either Government may terminate, in whole or in part, this administrative arrangement by giving 90 days written notice to the other.

Signed this                      day of                      1994

FOR THE GOVERNMENT OF  
THE REPUBLIC OF KENYA

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

Ministry of Foreign Affairs and International Co-operation, Kenya

MFA.395/28A/(49)

ACTION COPY

The Ministry of Foreign Affairs and International Co-operation of the Republic of Kenya presents its compliments to the Embassy of the United States of America and with reference to the letters Note No. 205 of 23 August 1994, forwarding the draft of the Kenya/United States of America Textile Export Agreement, has the honour to inform that the Government of the Republic of Kenya has approved the said Agreement.

The Government of the Republic of Kenya hereby conveys two sets of the Kenya/United States of America Textile Export Agreement and Visa Arrangement with the Visa Arrangement duly signed and awaiting the Government of the United States of America signature before one set is re-conveyed to the Ministry.

The Ministry of Foreign Affairs and International Co-operation of the Republic of Kenya avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

25 October 1994  
NAIROBI

The Embassy of the United States  
of America  
P.O. Box 30137  
NAIROBI