ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Article 4:4

Bilateral Agreement between
the United States and Kenya

Note by the Chairman

Attached is a notification received from the United States of a bilateral agreement concluded with Kenya for the period 1 January 1994 to 31 December 1995.

*English only/Anglais seulement/Inglés solamente
The Honorable
Ambassador Marcelo Raffaelli
Chairman, Textile Surveillance Body
General Agreement on Tariffs and Trade
Rue de Lausanne
1211 Geneva

Dear Ambassador Raffaelli:

Pursuant to the provisions of paragraph 4 of Article 4 of the Arrangement Regarding International Trade in Textiles, I am instructed by my government to inform the Textile Surveillance Body of a bilateral textile agreement between the Government of the United States and the Government of Kenya.

Copies of the notes affecting this extension are enclosed.

Sincerely,

William Tagliani
Attache
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 23rd 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 assurances of its highest consideration.

25th October, 1994
NAIROBI

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

The term of the AGREEMENT shall be the two year period from January 1, 1994 through December 31, 1995. Each "Agreement Period" shall be a Twelve-month period from January 1, through December 31st 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 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 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 11 of the harmonized system are likewise to be disregarded here.

Coverage pursuant to this paragraph is subject 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 percent 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 percent 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 percent 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 35 percent 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 percent 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 percent by weight of all component fibres, and which case the product will be considered a wool textile.
(c) If not covered by (in) (a) or (b) and man-made fibres in combination with cotton and/or wool in the aggregate equal or exceed 50 percent 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 percent or more by weight silk (unless they also contain over 17 percent by weight wool), and products other than garments which contain 85 percent or more by weight silk (unless they also contain over 17 percent by weight wool), and products other than garments which contain 85 percent 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 percent 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 July 31, 1966 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 percent a year provided that a
corresponding reduction in square meters 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 meters equivalent.

5. CARRYOVER AND CARRYFORWARD

(a) The extent to which any specific limit set out in Annex 8 may be exceeded in any Agreement period by carryforward (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 percent, of which carry forward shall not constitute more than 6 percent.

(b) Notwithstanding the above, only six percent 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 six percent 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 textile 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 carryforward, in that order. Any unused carryforward 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 6(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 textile 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


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, re-routing 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 visit 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 transhipped 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 than 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 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.

## 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

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>CONVERSION</th>
<th>UNIT</th>
</tr>
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<tbody>
<tr>
<td><strong>YARN</strong></td>
<td></td>
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</tr>
<tr>
<td>200</td>
<td>Yarn put up for retail sale, &amp; sewing thread</td>
<td>6.6</td>
<td>KG</td>
</tr>
<tr>
<td>201</td>
<td>Specialty yarns</td>
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<td>KG</td>
</tr>
<tr>
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<td>Carded yarns, cotton</td>
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<td>KG</td>
</tr>
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<td>301</td>
<td>Combed yarns, cotton</td>
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<td>KG</td>
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<tr>
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<td>Wool yarn</td>
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<td>KG</td>
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<td>600</td>
<td>Textured filament yarns, MMF</td>
<td>6.5</td>
<td>KG</td>
</tr>
<tr>
<td>603</td>
<td>Yarn containing 85 percent or more by weight artificial staple fiber</td>
<td>6.3</td>
<td>KG</td>
</tr>
<tr>
<td>Code</td>
<td>Item Description</td>
<td>Value</td>
<td>Unit</td>
</tr>
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<td>------</td>
<td>----------------------------------------------------------------------------------</td>
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<td>------</td>
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<tr>
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<td>Yarn containing 85 percent or more by weight synthetic staple fiber</td>
<td>7.6</td>
<td>KG</td>
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<td>606</td>
<td>Non-textured filament, MMF</td>
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<td>KG</td>
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<td>Other staple fiber yarn, MMF</td>
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<tr>
<td>800</td>
<td>Silk blends &amp; non-cotton vegetable fibers</td>
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<td>KG</td>
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<td>Fabrics of yarns of different colors</td>
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<td>M2</td>
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<td>Duck</td>
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<td>Knit fabric</td>
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<td>Non-woven fabrics</td>
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<td>KG</td>
</tr>
<tr>
<td>224</td>
<td>Pile &amp; Tufted fabrics</td>
<td>1.0</td>
<td>M2</td>
</tr>
<tr>
<td>225</td>
<td>Blue Denim</td>
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<tr>
<td>226</td>
<td>Cheesecloth, batistes, lawns, or voiles</td>
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<td>M2</td>
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<td>227</td>
<td>Oxford cloth</td>
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<td>229</td>
<td>Special purpose fabric</td>
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<td>Sheeting</td>
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<tr>
<td>314</td>
<td>Poplin &amp; Broadcloth</td>
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<td>M2</td>
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<td>315</td>
<td>Printcloth</td>
<td>1.0</td>
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<tr>
<td>317</td>
<td>Twills</td>
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<td>M2</td>
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<tr>
<td>326</td>
<td>Sateens</td>
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<tr>
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<td>Woven fabrics containing 36 percent or more by weight wool</td>
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<td>414</td>
<td>Other wool fabrics</td>
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</tr>
<tr>
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<td>Description</td>
<td>Quantity</td>
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<tr>
<td>611</td>
<td>Woven man-made fiber fabric containing 85 percent or more by weight artificial staple fibers</td>
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<td>613</td>
<td>Sheeting</td>
<td>1.0 M2</td>
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<tr>
<td>614</td>
<td>Poplin &amp; broadcloth</td>
<td>1.0 M2</td>
<td></td>
</tr>
<tr>
<td>615</td>
<td>Printcloth</td>
<td>1.0 M2</td>
<td></td>
</tr>
<tr>
<td>617</td>
<td>Twills &amp; sateens</td>
<td>1.0 M2</td>
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<tr>
<td>618</td>
<td>Woven artificial filament fabric</td>
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<tr>
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<td>Polyester filament fabric, less than 170 grams per M2</td>
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<td>Other synthetic filament fabric</td>
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<td>621</td>
<td>Impression fabric</td>
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<td>Glass fiber fabric</td>
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<td>624</td>
<td>Woven man-made fiber fabric, containing more than 15 percent but less than 36 wool staple/filament combination</td>
<td>1.0 M2</td>
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<tr>
<td>625</td>
<td>Poplin &amp; broadcloth</td>
<td>1.0 M2</td>
<td></td>
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<td>626</td>
<td>Printcloth</td>
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<td>Sheeting</td>
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<tr>
<td>628</td>
<td>Twills &amp; sateens</td>
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<td></td>
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<td>629</td>
<td>Other MMF</td>
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<tr>
<td>810</td>
<td>Woven fabric of silk blends or non-cotton vegetable fiber</td>
<td>1.0 M2</td>
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**APPAREL**

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<th>Code</th>
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<tr>
<td>237</td>
<td>Playsuits, sunsuits, etc.</td>
<td>29.2 DOZ</td>
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<td>239</td>
<td>Infants' apparel</td>
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21
<table>
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<tr>
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<tbody>
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<td>Handkerchiefs</td>
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<td>331</td>
<td>Gloves &amp; mittens</td>
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<td>DPR</td>
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<td>Hosiery</td>
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<td>DPR</td>
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<td>333</td>
<td>M &amp; B suit-type coats</td>
<td>30.3</td>
<td>DOZ</td>
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<td>334</td>
<td>Other M &amp; B coats</td>
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<tr>
<td>335</td>
<td>W &amp; G coats</td>
<td>34.5</td>
<td>DOZ</td>
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<td>336</td>
<td>Dresses</td>
<td>37.9</td>
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<tr>
<td>338</td>
<td>M &amp; B knit shirts</td>
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<td>DOZ</td>
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<tr>
<td>339</td>
<td>W &amp; G knit shirts and blouses</td>
<td>6.0</td>
<td>DOZ</td>
</tr>
<tr>
<td>340</td>
<td>M &amp; B shirts, not knit</td>
<td>20.1</td>
<td>DOZ</td>
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<tr>
<td>341</td>
<td>W &amp; G shirts and blouses, not knit</td>
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<td>DOZ</td>
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<td>342</td>
<td>Skirts</td>
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<td>Sweaters</td>
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<td>M &amp; B trousers, slacks, and shorts</td>
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<td>DOZ</td>
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<tr>
<td>348</td>
<td>W &amp; G trousers, slacks, and shorts</td>
<td>14.9</td>
<td>DOZ</td>
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<td>Brassieres &amp; body-supporting garments</td>
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<td>Dressing gowns, etc</td>
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**MADE-UP & MISCELLANEOUS TEXTILES**

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**Annex B**

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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 percent or more by weight of silk (unless they all contain over 17 percent by weight of wool), or products other than garments which contain 85 percent or more by weight of silk.

(b) The term "category" signifies a class of textiles or textile 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 500-670, 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 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
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 (ISO) (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 was 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' than 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 of 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 a 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
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 Dollars 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 forty-five 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 ninety 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