ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Article 4:4

Bilateral agreement between the EEC and Peru

Note by the Chairman

Attached is a notification received from the EEC concerning a new bilateral agreement with Peru, negotiated under Article 4 of the Arrangement and in de facto application with effect from 1 January 1983.¹

¹The previous agreement and a subsequent modification are contained in COM.TEX/SB/451 and 657.

*English only/anglais seulement.
Dear Ambassador,

Pursuant to Article 4:4 of the Arrangement as extended by the Protocol of Extension, I am notifying you of a new Agreement negotiated with Peru, comprising the text of the Agreement with two annexes and four Protocols.

The Agreement came into de facto application on 1 January 1983 with a duration of four years and resembles closely the Agreement which it succeeds. Like its predecessors, the Agreement covers 114 product categories although some of these have been merged and categories have been regrouped. Unrestrained categories are subject to a consultation procedure under which the Community may, but need not, request consultations with a view to establishing a limit when certain trade levels have been exceeded. Re-exports are excluded, as are handloom and cottage industry products, provided that such products meet the certification procedures and other conditions set out in Protocol B. There are provisions for breaking down Community-wide limits into Member State shares, with the possibility for reallocation of portions of such shares between Member States, for the exchange of statistics, the management of problems which could arise in case of divergent opinions on classification and for the spacing out of exports. The administration of the Agreement is governed by Protocol A which is also closely modelled on its predecessor in the earlier Agreement.

Three new provisions have been established pursuant to particular Paragraphs in the 1981 Protocol of Extension. An Anti-Surge provision, based on Paragraph 10, is applicable to Group I products only. Under the terms of that provision the Community may, in certain clearly defined circumstances, request consultations with a view to suspending flexibility.
or modifying a given quantitative limit in cases where larger underutilised quotas have become the subject of a significant increase in imports. Any measures taken under this provision would provide for equitable and quantifiable compensation.

An anti-circumvention clause is established in pursuance of paragraph 14. This provision provides for the adjustment of quotas in cases where clear evidence of circumvention of the Agreement has been provided in consultation with Peru by quantities equivalent to the circumvented amounts.

In accordance with the special and differential treatment to be given to Outward Processing Goods (Paragraph 13), the Agreement provides that re-imports of products after processing in Peru may be agreed outside the quantitative limits established under the Agreement under certain conditions.

In the present Agreement, 3 Community-wide restraint limits have been agreed between the parties. These limits are based on the restraint levels obtaining of the last year of the previous Agreement plus growth. Growth rates between 1983 and 1986 vary between 0.1% and 2.4%, though actual growth is higher because of some substantial increases in base levels. Growth in the agreement reflects the acute and exceptional difficulties in the Community's market for the products concerned.

The exceptionally difficult market conditions for textile and clothing products in the Community have also been taken into account in establishing the flexibility provisions in the Agreement. Thus, carry-over/-carry-forward and inter-category transfers are available at 5% each, save that transfer is not available into Group I from Groups II and III and between Group I textile categories on the one hand and Group I clothing categories on the other hand.
The Community has drawn attention on previous occasions to the sluggish level of demand for textiles and clothing in the Community. Latest figures indicate a further worsening of the situation. During 1980 demand for textiles grew at 1.6%, and for clothing 1.4%; in 1981 textile demand rose by only 0.5% and there was an actual decline of 0.5% in demand for clothing. Since 1979, as shown in COM/TEX/W.134, textile production has fallen by 8%, and clothing production by no less than 12%. In 1981 alone the decrease was 5.5% in textiles and 7.5% in clothing. By mid-1982 a further decline of 5% in both textiles and clothing had taken place.

The situation in employment reflects these trends. In addition to the loss of a quarter of all jobs in both textiles and clothing between 1973 and 1979, COM/TEX/W.134 shows that there has been a further decline of 13% in both industries between 1979 and 1981. Up to mid-1982 a further loss in both industries of 4% had taken place.

Copies of the Agreement and related documents are attached.

Yours sincerely,

[Signature]

J. KECK
**AGREEMENT FACT SHEET**

Country: PEROU

No. of restraints: 
No. of restraints in previous agreement: 

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(1) an additional annual quantity of 800 t for cotton yarn classified as 56 count (British) (94 metric count) was agreed.
The Directorate-General for External Relations of the Commission of the European Communities presents its compliments to the Mission of the Republic of Peru to the European Communities and has the honour to refer to the Agreement on Trade in Textiles Products between Perú and the Community initialled on 22 June 1982.

In response to the Mission's recent request the Directorate-General further has the honour to confirm that the Community can agree to replace the figure of 1% specified in Article 9, para 5 of the Agreement by a figure of 2.5% and to replace the words '15 days' in Title I, Article 1, para 3 of Protocol A by '30 days'; these changes to be incorporated in the final version of the Agreement to be signed.

The Directorate-General for External Relations of the Commission of the European Communities avails itself of this opportunity to renew to the Mission of the Republic of Perú to the European Communities the assurance of its highest consideration.

Brussels,
The Directorate-General for External Relations of the Commission of the European Communities presents its compliments to the Mission of the Republic of Peru to the European Communities and has the Honour to refer to the Agreement on Trade in Textiles Products between Peru and the Community initialled on 22 June 1982.

Referring to its Note Verbale No 3982 dated 12 mai 1983 and in response to the Mission's further request the Directorate-General is able to confirm that the Community can agree to the following changes in the wording of Article 9, para 1, as proposed by the Mission:

- insert in the first sentence after 'it may request' the words: "with a view to avoiding palpable damage to domestic industry."

- insert in the last sentence after 'quantifiable compensation' the words: "which constitutes a mutually acceptable solution."

The Directorate-General also confirms the Community's agreement to the incorporation of the above changes in the final version of the Agreement to be signed.

The Directorate-General for External Relations of the Commission of the European Communities avails itself of this opportunity to renew to the Mission of the Republic of Peru to the European Communities the assurance of its highest consideration.

Brussels, 02. VI. 1983

Mission of the Republic of Peru
to the European Communities

Avenue de Tervueren, 179
1040 Brussels
AGREEMENT
BETWEEN THE EUROPEAN ECONOMIC COMMUNITY
AND
THE REPUBLIC OF PERU
ON TRADE IN TEXTILE PRODUCTS

El texto español será redactado posteriormente.
THE COUNCIL OF THE EUROPEAN COMMUNITIES,
of the one part, and

THE GOVERNMENT OF THE REPUBLIC OF PERU
: of the other part,

DESIRING to promote, with a view to permanent co-operation and in
conditions providing every security for trade, the orderly and equitable
development of trade in textile products between the European Economic
Community (hereinafter referred to as "the Community") and the Republic
of Peru (hereinafter referred to as 'Peru'),

RESOLVED to take the fullest possible account of the serious economic
and social problems at present affecting the textile industry in both
importing and exporting countries, and in particular, to eliminate real
risks of market disruption on the market of the Community and real risks
of disruption to the textile trade of

HAVING REGARD to the Arrangement regarding International Trade in Textiles
(hereinafter referred to as "the Geneva Arrangement"), and in particular
Article 4 thereof; and to the conditions set out in the Protocol extending
the Arrangement together with the Conclusions adopted on 22 December 1981
by the Textiles Committee,

HAVE DECIDED to conclude this Agreement and to this end have designated
as their Plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

THE GOVERNMENT OF

WHO HAVE AGREED AS FOLLOWS:
SECTION I: TRADE ARRANGEMENTS

ARTICLE 1

1. The parties recognize and confirm that, subject to the provisions of this Agreement and without prejudice to their rights and obligations under the General Agreement on Tariffs and Trade, the conduct of their mutual trade in textile products shall be governed by the provisions of the Geneva Arrangement.

2. In respect of the products covered by this Agreement, the Community undertakes not to introduce quantitative restrictions under Article XIX of the General Agreement on Tariffs and Trade or Article 3 of the Geneva Arrangement.

3. Measures having equivalent effect to quantitative restrictions on the importation into the Community of the products covered by this Agreement shall be prohibited.
ARTICLE 2

1. This Agreement shall apply to trade in textile products of cotton, wool (with the exception of products of alpaca) and man-made fibres originating in Peru which are listed in Annex I.

2. The classification of the products covered by this Agreement is based on the nomenclature of the Common Customs Tariff and on the Nomenclature of Goods for the External Trade Statistics of the Community and the Statistics of Trade between Member States (NIMEXE).

3. The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in the Community.

The procedures for control of the origin of the products referred to above are laid down in Protocol A.
ARTICLE 3

Peru agrees for each Agreement year to restrain its exports to the Community of the products described in Annex II to the limits set out therein.

Exports of textile products set out in Annex II shall be subject to a double-checking system specified in Protocol A.
ARTICLE 4

Peru and the Community recognize the special and differential character of re-imports of textile products into the Community after processing in Peru.

Such re-imports may be agreed outside the quantitative limits established under this Agreement provided that they are effected in accordance with the regulations on economic outward processing in force in the Community.
ARTICLE 5

Exports of cottage industry fabrics woven on hand- or foot-operated looms, garments or other articles obtained manually from such fabrics and traditional folklore handicraft products shall not be subject to quantitative limits, provided that these products meet the conditions laid down in Protocol B.
ARTICLE 6

1. Imports into the Community of textile products covered by this Agreement shall not be subject to the quantitative limits established in Annex II, provided that they are declared to be for re-export outside the Community in the same state or after processing, under the administrative system of control set up for this purpose within the Community.

However, the release for home use of products imported under the conditions referred to above shall be subject to the production of an export licence issued by the Peruvian authorities, and to proof of origin in accordance with the provisions of Protocol A.

2. Where the Community authorities have evidence that imports of textile products have been set off against a quantitative limit established under this Agreement, but that the products have subsequently been re-exported outside the Community, the authorities concerned shall inform the Peruvian authorities within four weeks of the quantities involved and authorize imports of identical quantities of the same products, which shall not be set off against the quantitative limit established under this Agreement for the current or the following year.
ARTICLE 7

1. In any Agreement year advance use of a portion of the quantitative limit established for the following Agreement year is authorized for each category of products up to 5% of the quantitative limit for the current Agreement year.

Amounts delivered in advance shall be deducted from the corresponding quantitative limits established for the following Agreement year.

2. Carryover to the corresponding quantitative limit for the following Agreement year of amounts not used during any Agreement year is authorized for each category of products up to 5% of the quantitative limit for the current Agreement year.

3. Transfers in respect of categories in Group I shall not be made from any category except as follows:

- transfers between Categories 2 and 3 and from Category 1 to Categories 2 and 3 may be made up to 5% of the quantitative limits for the category to which the transfer is made.

- transfers between Categories 4, 5, 6, 7 and 8 may be made up to 5% of the quantitative limit for the category to which the transfer is made.

Transfers into any category in Groups II and III may be made from any category or categories in Groups I, II and III up to 5% of the quantitative limit for the category to which the transfer is made.

4. The table of equivalence applicable to the transfers referred to above is given in Annex I to this Agreement.

5. The increase in any category of products resulting from the cumulative application of the provisions in paragraphs 1, 2 and 3 above during an Agreement year shall not exceed 15%.

6. Prior notification shall be given by the authorities of Peru in the event of recourse to the provisions of paragraphs 1, 2 and 3 above.
1. Exports of textile products not listed in Annex II to this Agreement may be made subject to quantitative limits by Peru on the conditions laid down in the following paragraphs.

2. Where the Community finds, under the system of administrative control set up, that the level of imports of products in a given category not listed in Annex II originating in Peru exceeds, in relation to the preceding year's total imports into the Community from all sources of products in that category, the following rates:

- for categories of products in Group I: 0.5%
- for categories of products in Group II: 2.5%
- for categories of products in Group III: 5.0%

It may request the opening of consultations in accordance with the procedure described in Article 17 of this Agreement, with a view to reaching agreement on an appropriate restraint level for the products in such category.

The Community shall authorise the importation of products of the said category shipped from Peru before the date on which the request for consultations was submitted.

3. Pending a mutually satisfactory solution, Peru undertakes to limit exports of the products in the category concerned to the Community or to the region or regions of the Community market specified by the Community for a provisional period of 3 months from the date on which the request for consultations is made. Such provisional limit shall be established at 25% of the level of imports reached during the calendar year preceding that in which imports exceeded the level resulting from the application of the formula set out in paragraph 2, and gave rise to the request for consultation or 25% of the level resulting from the application of the formula set out in paragraph 2, whichever is the higher.

4. Should the Parties be unable in the course of consultations to reach a satisfactory solution within the period specified in Article 17 of the Agreement, the Community shall have the right to introduce a definitive quantitative limit at an annual level not lower than the level resulting from the application of the formula set out in paragraph 2, or 106% of the level of imports reached during the calendar year preceding that in which imports exceeded the level resulting from the application of the formula set out in paragraph 2 and gave rise to the request for consultations, whichever is the higher.
The annual level so fixed shall be revised upwards after consultations in accordance with the procedure referred to in Article 17, with a view to fulfilling the conditions set out in paragraph 2, should the trend of total imports into the Community of the product in question make this necessary.

5. The limits introduced under paragraph 2 or paragraph 4 may in no case be lower than the level of imports of products in that category originating in Peru in 1980.

6. Quantitative limits may also be established by the Community on a regional basis in accordance with the provisions of Protocol C.

7. The annual growth rate for the quantitative limits introduced under this Article shall be determined in accordance with the provisions of Protocol D.

8. The provisions of this Article shall not apply where the percentage specified in paragraph 2 have been reached as a result of fall in total imports into the Community, and not as a result of an increase in exports of products originating in

9. In the event of the provisions of paragraph 2, 3 or 4 being applied, Peru undertakes to issue export licences for products covered by contracts concluded before the introduction of the quantitative limit, up to the volume of the quantitative limit fixed.

10. Up to the date of communication of the statistics referred to in Article 10 paragraph 6, the provisions of paragraph 2 of this Article shall apply on the basis of the annual statistics previously communicated by the Community.

11. The provisions of this Agreement which concern exports of products subject to the quantitative limits established in Annex II shall also apply to products for which quantitative limits are introduced under this Article.
ARTICLE 9

1. Where the Community ascertains that the level of imports in a given category of Group I subject to quantitative limits set out in Annex II exceeds in any Agreement year the level of imports in the preceding year by 10\% of the level of the quantitative limit set out in Annex II for the current Agreement year, it may request the opening of consultations in accordance with the provisions described in Article 17 of this Agreement with a view to reaching agreement on:

- the suspension, wholly or in part, of the provisions of Article 7,

or

- a modification of the quantitative limit set out in Annex II by the establishment of an ad hoc limit below the existing quantitative limit

- as well as the corresponding equitable and quantifiable compensation.

2. The Community shall authorize the importation of products of the said category shipped from Peru before the date on which the request for consultations was submitted.

Pending a mutually satisfactory solution, Peru undertakes for a period of 1 month from the date of notification of the request for consultation to restrain exports of the products in the category concerned to the Community or to the region or regions of the Community market specified by the Community to one twelfth of the level of exports reached during the preceding calendar year.

3. A quantitative limit modified as a result of the application of paragraph 1 in any year preceding the final Agreement year shall be subject to a growth rate so as to ensure that the level of the quantitative limit set out in Annex II for the final Agreement year is regained in that year.

4. Should the Parties be unable in the course of consultations to reach a satisfactory solution within the period specified in Article 17 of the Agreement, Peru undertakes, if so requested by the Community:

- to suspend wholly or in part, the provisions of Article 7 in respect of the Community or any of its regions for the category concerned, or
to modify the quantitative limit set out in Annex XI for the category concerned so as to restrain exports to the Community or any of its regions to 125% of imports attained during the preceding calendar year, or to the level of exports up to the date of the request for consultations plus the level of exports provided for during the consultation period under paragraph 2, whichever is the higher.

In the event that the provisions of this paragraph are applied the Community undertakes to maintain an offer of equitable and quantifiable compensation.

The application of the measures provided for in this paragraph is limited to the year in which the measures are taken.

5. The provisions of paragraph 1 shall not apply to a given category unless the quantitative limits established in Annex II for the Community for that category represent at least 1% of total Community imports during 1980.

6. The provisions of paragraph 1 shall not apply to a given category where the level of imports originating in Peru during the current agricultural year represent at least 50% of the quantitative limit set out in Annex XI for that category in the Community as a whole or in any region or region of the Community concerned.

7. Any limit modified in accordance with the provisions of paragraphs 1 to 5 may in no case be lower than the level of imports of products in the category originating in Peru in 1980.

8. The provisions of the article also apply where the level referred to in paragraph 1 is exceeded in any of the Community's regions. In such a case the compensation referred to in paragraphs 1 and 4 will concern the region or regions of the Community indicated in the Community's regions for consultations.

9. With a view to limiting recourse to paragraph 1 of this Article, the Community undertakes to inform the Community of any sharp and substantial increase in the issue of export licences for any category which is likely to lead to the fulfilment of the conditions required for the application of the present Article.
ARTICLE 10

1. Peru undertakes to supply the Community with precise statistical information on all export licences issued by the Peruvian authorities for all categories of textile products subject to the quantitative limits established under this Agreement as well as on all certificates issued by Peruvian authorities for all products referred to in Article 5 and subject to the provisions of Protocol B.

The Community shall likewise transmit to the Peruvian authorities precise statistical information on import authorizations or documents issued by the Community authorities in respect of export licences and certificates issued by

2. The information referred to in paragraph 1 shall, for all categories of products, be transmitted before the end of the second month following the quarter to which the statistics relate.

3. Peru also undertakes to supply the Community with available statistical information on all textile exports by country of destination.

The Community shall transmit to the Peruvian authorities import statistics for all products covered by the system of administrative control referred to in Article 8, Paragraph 2 and for products covered by Article 6 Paragraph 1.

4. The information referred to in paragraph 3 shall, for all categories of products, be transmitted before the end of the third month following the quarter to which the statistics relate.

5. Should it be found on analysis of the information exchanged that there are significant discrepancies between the returns for exports and those for imports, consultations may be initiated in accordance with the procedure specified in Article 17 of this Agreement.

6. For the purpose of applying the provisions of Article 8, and Article 9, the Community undertakes to provide the Peruvian authorities before 15 April of each year with the preceding year's statistics on imports of all textile products covered by this Agreement, broken down by supplying country and Community Member State.
ARTICLE 11

1. In case of divergent opinions between Peru and the competent Community authorities at the point of entry into the Community on the classification of products covered by the present Agreement, classification shall provisionally be based on indications provided by the Community, pending consultations in accordance with Article 17 with a view to reaching agreement on definitive classification of the product concerned.

2. The authorities of Peru shall be informed of any amendment to the Common Customs Tariff or Nomenclature or any decision, made in accordance with the procedures in force in the Community, relating to the classification of products covered by this Agreement.

Any amendment to the Common Customs Tariff or Nomenclature or any decision which results in a modification of the classification or products covered by this Agreement shall not have the effect of reducing any quantitative limit established in Annex II.

The procedures for the application of this Paragraph are set out in Protocol A.
2. Peru and the Community agree to cooperate fully in preventing the circumvention of the present Agreement by transshipment, rerouting or whatever other means.

2. Where information available to the Community as a result of the investigations carried out in accordance with the procedures set out in Protocol A constitutes evidence that products of Peruvian origin subject to quantitative limits established under this Agreement have been transshipped, rerouted or otherwise imported into the Community in circumvention of this Agreement, the Community may request the opening of consultations in accordance with the procedures described in Article of this Agreement, with a view to reaching agreement on an equivalent adjustment of the corresponding quantitative limits established under this Agreement.

3. Pending the result of the consultations referred to in paragraph 2, Peru shall as a precautionary measure, if so requested by the Community make the necessary arrangements to ensure that adjustments of quantitative limits liable to be agreed following the consultations referred to in paragraph 2, may be carried out for the quota year in which the request for open consultations in accordance with paragraph 2 was made, or for the following year if the quota for the current year is exhausted, where clear evidence of circumvention is provided.

4. Should the parties be unable in the course of consultations to reach a satisfactory solution within the period specified in Article 17 of the Agreement, the Community shall have the right, where clear evidence of circumvention has been provided, to deduct from the quantitative limit established under this Agreement amounts equivalent to the products of Peruvian origin.
1. Peru... shall endeavour to ensure that exports of textile products subject to quantitative limits are spaced out as evenly as possible over an agreement year, due account being taken, in particular, of seasonal factors.

2. Should there be an excessive concentration of imports on any product within a category subject to quantitative limits under this Agreement, the Community may request consultations in accordance with the procedure specified in Article 17 of this Agreement with a view to remedying this situation.
Should recourse be had to the denunciation provisions of Article 19 paragraph 4, the quantitative limits established in Annex II shall be adapted on a pro rata basis.
ARTICLE 15

1. For the purpose of the administration of this Agreement, the limits referred to in Article 3 are broken down by the Community into shares for each of its Member States.

2. Portions of the quantitative limits established in Annex II not used in one Member State of the Community may be reallocated to another Member State in accordance with the procedures in force in the Community.

   The Community undertakes to examine with care and reply within four weeks to any request made for reallocation by Peru. In the event of agreement on such reallocation, the flexibility provisions set out in Article 7 shall continue to be applicable to the levels of the original allocation.

   If, in the course of the application of the Agreement, Peru finds that the break-down of a limit established in Annex II causes particular difficulties, it may request the opening of consultations in accordance with the provisions of Article 17 with a view to reaching a mutually satisfactory solution.

3. Should it appear in any given region of the Community that additional supplies are required, the Community may, where measures taken pursuant to paragraph 1 above are inadequate to cover those requirements, authorize the importation of amounts greater than those stipulated in Annex II.
ARTICLE 16

1. Peru and the Community undertake to refrain from discrimination in the allocation of export licenses and import authorizations of documents referred to in Protocols A and B.

2. In implementing this Agreement, the Contracting Parties shall take care to maintain the traditional commercial practices and trade flows between the Community and Peru.

3. Should either Party find that the application of this Agreement is disturbing existing commercial relations between importers in the Community and suppliers in Peru, consultations shall be started promptly in accordance with the procedure specified in Article 17 of this Agreement, with a view to remedying this situation.
ARTICLE 17

1. The special consultation procedures referred to in this Agreement other than those referred to in paragraph 2 of this Article, shall be governed by the following rules:

- any request for consultations shall be notified in writing to the other Party;
- the request for consultations shall be followed within a reasonable period (and in any case not later than fifteen days following the notification) by a statement setting out the reasons and circumstances which, in the opinion of the requesting Party, justify the submission of such a request;
- the Parties shall enter into consultations within one month at the latest of notification of the request, with a view to reaching agreement or a mutually acceptable conclusion within one further month at the latest.

2. The special consultation procedures referred to in Article 9 of the Agreement shall be governed by the following rules:

- any request for consultations shall be notified in writing to the other Party, together with a statement setting out the reasons and circumstances which, in the opinion of the requesting Party, justify the submission of such a request;
- the Parties shall enter into consultations within 15 days at the latest of notification of the request, with a view to reaching agreement or a mutually acceptable conclusion within a further 15 days at the latest.

3. If necessary, at the request of either of the Parties and in conformity with the provisions of the Geneva Arrangement, consultations shall be held on any problems arising from the application of this Agreement. Any consultations held under this Article shall be approached by both Parties in a spirit of cooperation and with a desire to reconcile the difference between them.
ARTICLE 18

This Agreement shall apply to the territories within which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty on the one hand, and to the territory of Peru on the other hand.
ARTICLE 19

1. This Agreement shall enter into force on the first day of the month following the date on which the Contracting Parties notify each other of the completion of the procedures necessary for this purpose. It shall be applicable until 31 December 1986.

2. This Agreement shall apply with effect from 1 January 1983.

3. Either Party may at any time propose modifications to the Agreement.

4. Either Party may at any time denounce this Agreement provided that at least sixty days' notice is given. In that event the Agreement shall come to an end on the expiry of the period of notice.

5. The Annexes and Protocols to this Agreement, the joint declaration and the Memorandum of Understanding shall form an integral part thereof.
ARTICLE 20

This Agreement shall be drawn up in two copies in the Danish, Dutch, English, French, German, Greek, Italian and Spanish languages, each of these texts being equally authentic.
ANNEX II

For practical reasons the product descriptions used in Annex I are given in the present Annex in abbreviated form.

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Title I

Classification

Article 1

1. The competent authorities of the Community undertake to inform Peru of any changes in the Common Customs Tariff or EIMEXE before the date of their entry into effect in the Community.

2. The competent authorities of the Community undertake to inform Peru of any decisions relating to the classification of products subject to the present Agreement within one month of their adoption at the latest. Such communication shall include:
   a) a description of the products concerned
   b) the relevant category, tariff position or sub-position and the Eimex code
   c) the reasons which have led to the decision.

3. Where a decision on classification results in a change of classification practice or a change of category of any product subject to the present Agreement, the competent authorities of the Community shall provide 15 days’ notice, from the date of the Community’s communication, before the decision enters into effect. Products shipped before the date of entry into effect of the decision shall remain subject to the earlier classification practice, provided that the goods in question are presented for importation into the Community within 60 days of that date.
TITLE II
ORIGIN

Article 2

1. Products originating in Peru for export to the Community in accordance with the arrangements established by this Agreement shall be accompanied by a certificate of Peruvian origin conforming to the model annexed to this Protocol.

2. The certificate of origin shall be issued by the competent governmental authorities of Peru if the products in question can be considered products originating in that country within the meaning of the relevant rules in force in the Community.

3. However, the products in Group III may be imported into the Community in accordance with the arrangements established by this Agreement on production of a declaration by the exporter on the invoice or other commercial document relating to the products to the effect that the products in question originate in Peru within the meaning of the relevant rules in force in the Community.

4. The certificate of origin referred to in paragraph 1 shall not be required for import of goods covered by a certificate of origin Form A or form APR completed in accordance with the relevant Community rules in order to qualify for generalized tariff preferences.

Article 3

The certificate of origin shall be issued only on application having been made in writing by the exporter or, under the exporter's responsibility, by his authorized representative. The competent governmental authorities of Peru shall ensure that the certificate of origin is properly completed and for this purpose they shall call for any necessary documentary evidence or carry out any check which they consider appropriate.
Article 4

Where different criteria for determining origin are laid down for products falling within the same Category, certificates or declarations of origin shall contain a sufficiently detailed description of the goods to enable the criterion to be determined on the basis of which the certificate was issued or the declaration drawn up.

Article 5

The discovery of slight discrepancies between the statements made in the certificate of origin and those made in the documents produced to the customs office for the purpose of carrying out the formalities for importing the product shall not ipso facto cast doubt upon the statements in the certificate.
TITLE III

DOUBLE CHECKING SYSTEM
FOR CATEGORIES OF PRODUCTS
WITH QUANTITATIVE LIMITS

Section 1

Exportation

Article 6

The competent authorities of Peru shall issue an export licence in respect of all consignments from Peru of textile products referred to in Annex II, up to the relevant quantitative limits as may be modified by Articles 7, 14 and 15 of the Agreement and of textile products subject to any definitive or provisional quantitative limits established as a result of the application of Articles 8 and 9 of the Agreement.

Article 7

1. The export licence shall conform to the model annexed to this Protocol. It must certify inter alia that the quantity of the product in question has been set off against the quantitative limit prescribed for the category of the product in question.

2. Each export licence shall only cover one of the categories of products listed in Annex II of this Agreement. It may be used for one or more consignments of the products in question.

Article 8

The competent Community authorities must be notified forthwith of the withdrawal or alteration of any export licence already issued.
Article 9

1. Exports shall be set off against the quantitative limits established for the year in which shipment of the goods has been effected, even if the export certificate is issued after such shipment.

2. For the purposes of applying paragraph 1, shipment of the goods is considered to have taken place on the date of their loading on to the exporting aircraft, vehicle or vessel.

Article 10

The presentation of an export licence, in application of Article 12 below, shall be effected not later than 31 March of the year following that in which the goods covered by the licence have been shipped.

Section II

Importation

Article 11

Importation into the Community of textile products subject to quantitative limits shall be subject to the presentation of an import authorization or document.

Article 12

1. The competent Community authorities shall issue such import authorization or document automatically within five working days of the presentation by the importer of the original of the corresponding export licence.

The import authorization or document shall be valid for six months.
2. The competent Community authorities shall cancel the already issued import authorization or document if the corresponding export licence has been withdrawn.

However, if the competent Community authorities have not been notified about the withdrawal or cancellation of the export licence until after the product have been imported into the Community, the quantities involved shall be set off against the quantitative limit for the category and the quota year in question.

Article 13

1. If the competent Community authorities find that the total quantities covered by export certificates issued by Peru for a particular category in any Agreement year exceed the quantitative limit established in Annex II for that category, as may be modified by Article 7, 14 and 15 of the Agreement, or any definitive or provisional limit established under Article 8 or 9 of the Agreement, the said authorities may suspend the further issue of import authorizations or documents. In this event, the competent Community authorities shall immediately inform the authorities of Peru and the special consultation procedure set out in Article 17 of the Agreement shall be initiated forthwith.

2. Exports of Peruvian origin not covered by export licences issued in accordance with the provisions of this Protocol may be refused the issue of import authorizations or documents by the competent Community authorities.

However, if the import of such products are allowed into the Community by the competent Community authorities, the quantities involved shall not be set off against the appropriate quantitative limits set out in Annex II or established as a result of the application of Articles 8 or 9 of the Agreement, without the express agreement of Peru save as provided for in Article 12 of the Agreement.
TITLE IV

FORM AND PRODUCTION OF EXPORT CERTIFICATES AND CERTIFICATES OF ORIGIN, AND COMMON PROVISIONS

Article 14

1. The export licence and the certificate of origin may comprise additional copies duly indicated as such. They shall be made out in English or French. If they are completed by hand, entries must be in ink and in printscript.

These documents shall measure 210 x 297 mm. The paper used must be white writing paper, sized, not containing mechanical pulp and weighing not less than 25 g/m². Each part shall have a printed guilloche-pattern background making any falsification by mechanical or chemical means apparent to the eye.

If the documents have several copies only the top copy which is the original shall be printed with the guilloche pattern background. This copy shall be clearly marked as "original" and the other copies as "copies". Only the original shall be accepted by the competent authorities in the Community as being valid for the purposes of export to the Community in accordance with the arrangements established by this Agreement.

2. Each document shall bear a standardized serial number, whether or not printed, by which it can be identified.

This number shall be composed of the following elements:

- a number indicating the quota year;
- numbers running from 00001 to 99999 allocated to the country of destination;
- the numbering system shall also indicate the country of destination (in box 7 of the export licence), country of exportation and issuing office.
Article 15

The export licence and certificate of origin may be issued after the shipment of the products to which they relate. In such cases they shall bear either the endorsement "délivrée a posteriori" or the endorsement "Issued retrospectively".

Article 16

1. In the event of theft, loss or destruction of an export licence or a certificate of origin, the exporter may apply to the competent governmental authority which issued the document for a duplicate to be made out on the basis of the export documents in his possession. The duplicate of any such certificate or licence so issued shall bear the endorsement "duplicata".

2. The duplicate must bear the date of the original export licence or certificate of origin.
TITLE V

ADMINISTRATIVE COOPERATION

Article 17

The Community and Peru shall cooperate closely to implement the provisions of this Agreement. To this end, contacts and exchanges of views (including on technical matters) shall be facilitated by both parties.

Article 18

In order to ensure the proper application of this Agreement, the Community and Peru shall assist each other in checking the authenticity and accuracy of export licences and certificates of origin issued or declaration made under this Protocol.

Article 19

Peru shall send the Commission of the European Communities the names and addresses of the governmental authorities competent for the issue and verification of export licences and certificates of origin together with specimens of the stamps used by these authorities. Peru shall also notify the Commission of any change in this information.

Article 20

1. Subsequent verification of certificates of origin or export licences shall be carried out at random, or whenever the competent Community authorities have reasonable doubt as to the authenticity of the certificate or licence or as to the accuracy of the information regarding the products in question.

2. In such cases the competent authorities in the Community shall return the certificate of origin or export licence or a copy thereof to the competent governmental authority in Peru giving, where appropriate, the reasons of form or substance for an enquiry. If the invoice has been submitted, such invoice or a copy thereof shall be attached to the certificate or licence or its copy.
authorities shall also forward any information that has been obtained suggesting that the particulars given on the said certificate or licence are inaccurate.

3. The provisions of paragraph 1 above shall be applicable to subsequent verifications of the declarations of origin referred to in Article 2 of this Protocol.

4. The results of the subsequent verifications carried out in accordance with paragraphs 1 and 2 above shall be communicated to the competent authorities of the Community within three months at the latest. The information communicated shall indicate whether the disputed certificate or licence or declaration applies to the goods actually exported and whether these goods are eligible for export in accordance with the arrangements established by this Agreement. The information shall also include, at the request of the Community, copies of all documentation necessary to determine the facts fully and in particular the true origin of the goods.

Should such verifications reveal systematic irregularities in the use of declarations of origin, the Community may subject imports of the products in question to the provisions of Article 2 paragraph 1 of this Protocol.

5. For the purpose of subsequent verification of certificates of origin, copies of the certificates as well as any export documents referring to them shall be kept for at least period of three years by the competent governmental authority in

6. Recourse to the random verification procedure specified in this Article must not constitute an obstacle to the release for home use of the products in question.

Article 21

1. Where the verification procedure referred to in Article or where information available to the Community or to Peru indicates or appears to indicate that the provisions of this Agreement are being contravened, both parties shall cooperate closely and with the appropriate urgency to prevent such contravention.

2. To this end, Peru shall, on its own initiative or at the request of the Community, carry out appropriate enquiries or arrange for such enquiries to be carried out concerning operations which are or appear to the Community to be in contravention of this Agreement. Peru shall communicate the results of these enquiries to the Community together with any other pertinent information enabling the true origin of the goods to be determined.
3. By agreement between the Community and Peru, officials designated by the Community may be present at the enquiries referred to in paragraph 2.

4. In pursuance of the cooperation referred to in paragraph 1, Peru and the Community shall exchange any information considered by either partner to be of use in preventing the contravention of the provisions of this Agreement. Such information may include information on trade in products subject to this Agreement between Peru and other countries and information on production of such products in

5. Where it is established that the provisions of this Agreement have been contravened, Peru and the Community may agree to take such measures as are necessary to prevent a recurrence of such contravention.
**EXPORT LICENCE**

(Textile products)

**LICENCE D'EXPORTATION**

(Produits textiles)

<table>
<thead>
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CERTIFICATION BY THE COMPETENT AUTHORITY - VISA DE L'AUTORITÉ COMPÉTENTE

I declare that the goods described above have been charged against the quantitative limit established for the year shown in box No 3 in respect of the category shown in box No 4 by the provisions regulating trade in textile products with the European Economic Community.

Je déclare que les marchandises désignées ci-dessus ont été imputées sur la limite quantitative fixée pour l'année indiquée dans la case 3 pour la catégorie désignée dans le cadre des dispositions régissant les échanges de produits textiles avec la Communauté économique européenne.

---

**Signatures**
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**CERTIFICATE OF ORIGIN**
(Textile products)

**CERTIFICAT D'ORIGINE**
(Produits textiles)

<table>
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<tr>
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</tr>
<tr>
<td>Description of goods</td>
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</tbody>
</table>

**CERTIFICATION BY THE COMPETENT AUTHORITY**
(VISA DE L'AUTORITÉ COMPÉTENTE)

Je soussigné certifie que les marchandises désignées ci-dessus sont originaires du pays figurant dans la case 6, conformément aux dispositions en vigueur dans la Communauté économique européenne.

**Signature**

A. A.
The exemption provided for in Article 5 of the Agreement in respect of cottage industry products shall apply only to the following products:

(a) fabrics woven on hand- or foot-operated looms, being fabrics of a kind traditionally made in the cottage industry of

(b) garments or other textile articles of a kind traditionally made in the cottage industry of Peru obtained manually from the fabrics referred to above and sewn exclusively by hand without the aid of any machine;

(c) traditional folklore textile products of Peru made by hand in the cottage industry of Peru as defined in a list to be agreed between both Parties and annexed to this Protocol.

Exemption shall be granted only for products accompanied by a certificate issued by the competent Peruvian authorities in accordance with the specimen annexed to this Protocol. Such certificates shall state the ground on which exemption is based and shall be accepted by the competent Community authorities provided that they are satisfied that the products concerned conform to the conditions set out in this Protocol. Certificates covering the products referred to in para (c) above shall bear a conspicuous stamp “FOLKLORE”. In case of divergent opinion between Peru and the competent Community authorities at the point of entry into the Community as to the nature of such products, consultations shall be held within one month with a view to resolving such divergences. Should imports of any of the above products reach such proportions as to cause difficulties to the Community, the two Parties shall open consultations forthwith in accordance with the procedure laid down in Article 17 of the Agreement with a view to finding a quantitative solution to the problem.

2. The provisions of Title IV and V of Protocol A shall apply “mutatis mutandis” to the products referred to in paragraph 1.
### PROTOCOL C

Under Article 8(6) of the Agreement, a quantitative limit may be fixed on a regional basis where imports of a given product into any region of the Community in relation to the amounts determined in accordance with paragraph 2 of the said Article 8 exceed the following regional percentage:

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<td>Benelux</td>
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<tr>
<td>France</td>
<td>18.5 %</td>
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<tr>
<td>Italy</td>
<td>15 %</td>
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<tr>
<td>Denmark</td>
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<tr>
<td>Ireland</td>
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<tr>
<td>UK</td>
<td>23.5 %</td>
</tr>
<tr>
<td>GREECE</td>
<td>2 %</td>
</tr>
</tbody>
</table>
PROTOCOL D

The annual growth rate for the quantitative limits introduced under Article 8 of the Agreement shall be determined as follows:

for products in categories falling within Group I, II, III, the growth rate shall be fixed by agreement between the Parties in accordance with the consultation procedure established in Article 17 of the Agreement. Such growth rate may in no case be lower than the highest rate applied to corresponding products under bilateral agreements concluded under the Geneva Arrangement between the Community and other third countries having a level of trade equal to or comparable with that of
Dear Mr. Krenzler,

I have the honour to refer to your letter of today's date which reads as follows:

"I have the honour to refer to the Agreement on trade in textile products, negotiated between 16-22 June 1982 and initialled today between Peru and the European Economic Community, and confirm to you that during negotiations the Community agreed in addition to the cotton yarn quota specified in the Agreement, a further annual quota of cotton yarn classified as Title 56 (English) (94 metric) and above not exceeding 1,000 tonnes during the life of the Agreement.

This further quota was agreed by the Community after taking account of the special characteristics, high quality and price of certain cotton yarns manufactured in Peru from raw cotton grown in Peru, and the present situation of Community production of this product.

The further quota would be allocated annually as follows:

(a) 800 tonnes for the years 1983 to 1986

(b) 200 tonnes for the years 1984 to 1986 which may be allocated by the Community at the request of Peru in accordance with the regional needs of the Community market.

The administrative provisions of the Agreement applicable to quotas will apply mutatis mutandis to this additional quota. It is understood that the export licences will include the words '56 and above' in box 9 'Supplementary Details'.

The yarn in question will be the subject of further specification in the NIMEXE.

For the sake of clarity it is understood that the terms of this letter are
unaffected by the terms of my letter of today's date concerning Peruvian requests for additional quantities of yarn and fabrics to those specified in the Agreement."

I have the honour to confirm that the above is a correct statement of what we agreed today.

Please accept, Sir, the assurance of my highest consideration.

Yours sincerely,

Mr. Horst G. KRENZLER
Director
Directorate-General for External Relations
Rue de la Loi, 200
1049 Brussels
Belgium
Sir,

I have the honour to refer to the Agreement on trade in textile products, negotiated between 16-22 June 1982 and initialled today between Peru and the European Economic Community, and confirm to you that during negotiations the Community agreed in addition to the cotton yarn quota specified in the Agreement, a further annual quota of cotton yarn classified as Title 56 (English) (94 metric) and above not exceeding 1000 tonnes during the life of the Agreement.

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Mr J.A. Garcia Belaunde
Head of Delegation
Republic of Peru
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in the Agreement.

Please accept, Sir, the assurance of my highest consideration.

Horst G. Krenzler
GENERAL AGREEMENT
ON TARIFFS AND TRADE

21 June 1983

With the compliments
of
Marcelo Raffaelli
Chairman
Textiles Surveillance Body
Arrangement regarding International Trade
in Textiles

To replace cover page of document
TEX.SB/849.

Centre William Rappard
Rua da Lausanne 154
1211 GENEVA 21