

# GENERAL AGREEMENT ON

CONFIDENTIAL

TEX.SB/1551\*

12 May 1989

## TARIFFS AND TRADE

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Textiles Surveillance Body

### ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

#### Notification under Article 7 and 8

#### Bilateral Agreement between Sweden and Malta

#### Note by the Chairman

Attached is a notification received under Articles 7 and 8 from Sweden of a bilateral<sup>1</sup> agreement concluded with Malta for the period 1 July 1988 to 30 June 1993.

The notification has been made in accordance with the request of the Textiles Committee that agreements concluded with non-participants should be notified.

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<sup>1</sup>The previous bilateral agreement between the parties is contained in COM.TEX/SB/1178

\*English only/Anglais seulement/Inglés solamente

Ambassador M. Raffaelli  
Chairman of the Textiles  
Surveillance Body  
GATT  
Centre William Rappard  
154, rue de Lausanne  
1211 Geneva 21

Pursuant to the provisions of Articles 7 and 8 of the Arrangement Regarding International Trade in Textiles, as extended through the 1986 Protocol, I am informing the Textiles Surveillance Body of the conclusion of a new bilateral agreement between Malta and Sweden.

John A. Miller

## Ambassador

Encl.

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**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF MALTA**

**AND**

**THE GOVERNMENT OF SWEDEN**

**REGARDING THE EXPORTS OF CERTAIN TEXTILE PRODUCTS**

**FROM MALTA TO SWEDEN**

**ARTICLE 1**

This Agreement shall apply for the periods specified in Annex I.

**ARTICLE 2**

The Government of the Republic of Malta will limit exports from Malta to Sweden of the textile products, listed in Annex I to this Agreement, to the levels set out in that Annex. The date of shipment indicated on the shipping documents shall be considered to be the date of exportation.

ARTICLE 3

(a) This Agreement shall apply to exports from Malta to Sweden of the textile products described in Annex I hereof, of cotton, wool or man-made fibres, or blend thereof, in which any or all of these fibres in combination represent either the chief value of the fibres or 50 per cent or more by weight (or 17 per cent or more by weight of wool).

(b) This Agreement shall also apply to the products described in Annex I hereof, which are manufactured from impregnated fabrics as defined in Annex III of this Agreement.

(c) The classification of the products covered by this Agreement is based on the International Convention on the Harmonized Commodity Description and Coding System (HS) and the Swedish customs tariff derived from this system (Annex II).

(d) The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in Sweden.

ARTICLE 4

The Government of Sweden will admit imports of the textile products of Maltese origin, listed in Annex I, provided that such imports are covered by an Export Certificate, as per specimen in Annex IV. Such a document shall be issued by the Department of Trade, be consecutively numbered, state the group number and bear an endorsement that the consignments concerned have been approved and debited to the agreed group limit for exports to Sweden for the relevant period.

ARTICLE 5

(a) If in the period July 1, 1987 to June 30, 1988, the group limits specified in column (h) of Annex I to the Agreed Minutes of August 19, 1983, as amended, are not fully utilized, the Government of the Republic of Malta may after consultations with the Government of Sweden, during the period July 1, 1988 to June 30, 1989, approve the export of additional amounts (carryover), wherever appropriate, equivalent to such shortfalls provided that such exports

- i) are in the same groups where the shortfalls occurred;
- ii) do not exceed 3 per cent of the limits for groups specified in column (h) of Annex I to the Agreed Minutes of August 19, 1983, as amended.

(b) If in any twelve months period of this Agreement, the group limits specified in Annex I to this Agreement are not fully utilized, the Government of the Republic of Malta may, after consultations with the Government of Sweden, during the subsequent twelve months period approve the export of additional amounts (carryover) equivalent to such shortfalls provided that such exports

- i) are in the same group where the shortfalls occurred;
- ii) do not exceed 3 per cent of the limits for groups in Annex I for the period during which the shortfalls occurred;

(c) During each twelve months period of this Agreement, the Government of the Republic of Malta may, after consultations with the Government of Sweden, approve the export of amounts in excess (carry forward) of the group limits specified in Annex I to this Agreement up to 3 per cent of these

limits for the relevant period. Where specific group limits have been increased by carry forward the Government of the Republic of Malta shall inform the Government of Sweden of the carry forward quantities and debit these to the corresponding group limits which are agreed or may be agreed upon for the subsequent period.

(d) During each twelve months period of this Agreement, the Government of the Republic of Malta may, after consultations with the Government of Sweden, approve the export of amounts in excess of the group limits specified in Annex I to this Agreement up to 3 per cent of these limits (swing). Where specific group limits have been increased by swing a corresponding reduction shall be made in one or more of other group limits. For the purpose of calculating swing, the conversion factors in Annex I shall apply.

(e) During each twelve months period of this Agreement, the additional export quantities resulting from carryover, carry forward and swing taken together shall, not exceed 6 per cent of the respective agreed limit.



ARTICLE 6

The Government of the Republic of Malta will forward to the Government of Sweden monthly statistics on a cumulative basis of the quantities of the items as listed in Annex I for which duly endorsed Export Certificates for export to Sweden have been issued. The statistics shall reach the Government of Sweden within a period of two months from the month under reference. This information shall be forwarded directly to the Swedish Ministry for Foreign Affairs in Stockholm by the Department of Trade of Malta.

The Government of Sweden will forward to the Government of the Republic of Malta monthly statistics on a cumulative basis of licences issued for imports from Malta. The statistics shall reach the Government of the Republic of Malta within a period of two months from the month under reference. This information shall be forwarded directly to the Department of Trade of Malta by the Swedish National Board of Trade.

ARTICLE 7

If the information available to the Swedish authorities shows that the quantitative limit for the category of products specified in an Export Certificate has already been reached, or the unused portion of that limit is insufficient to cover the goods specified in the Export Certificate, the said authorities may refuse to admit any quantity in excess of the quantitative limit. In this event the Government of Sweden shall inform the Government of the Republic of Malta as soon as possible. Should any excess quantity be permitted to enter Sweden, the authorities of Malta shall, upon information by the Swedish authorities, deduct the overshipped quantity from the relevant level which is agreed or may be agreed upon for the following restraint period.

ARTICLE 8

Both parties regard it as essential that exports from Malta to Sweden of goods listed in Annex I are evenly spaced throughout the period of agreement, taking into account normal seasonal factors, and that due consideration is given to traditional patterns of trade. Accordingly, the Government of the Republic of Malta undertakes to provide a procedure to achieve this as far as possible.

ARTICLE 9

The Government of the Republic of Malta and the Government of Sweden agree to consult each other, at the request of either party, when any problem arises from the implementation of this Agreement. The Government of the Republic of Malta and the Government of Sweden agree furthermore to enter into consultations on a prolongation, modification or removal of the limitations before the end of the period of the Agreement.

Should a textile product, not included in this Agreement, be imported into Sweden from Malta in such quantities as to cause a real risk of market disruption in the opinion of the Government of Sweden, the said Government may request consultations concerning that product. Both parties agree to consult as soon as possible with a view to finding a mutually acceptable solution.

In case there are divergent opinions on classifications of products at the point of entry into Sweden, between the two parties to this Agreement, the classification shall be based on information provided by the competent Swedish authorities. Should the Maltese authorities request consultations concerning the classification of the product concerned, such consultations shall take place with a view to reaching agreement as soon as possible.

ARTICLE 10

The Government of the Republic of Malta and the Government of Sweden agree to collaborate with a view to taking appropriate action to avoid circumvention of limitations set out in this Agreement.

The Government of the Republic of Malta and the Government of Sweden reaffirm their willingness to strengthen this collaboration, having regard to the administrative and technical procedures in force in Malta for the implementation of this Agreement.

Where information available to the Government of Sweden constitutes clear evidence that products of Maltese origin subject to specific limits established under this Agreement have been transhipped, re-routed or otherwise imported into Sweden in circumvention of this Agreement, the Government of Sweden may request the opening of consultations in accordance with Article 9 herein.

ARTICLE 11

Either Government may terminate this agreement before the end of the period of validity, provided that at least one hundred and twenty days' notice is given. In such event the Agreement shall come to an end on the expiry of the period of notice.

ARTICLE 12

The Annexes to this Agreement shall be considered as an integral part of it.

ARTICLE 13

This Agreement has been drawn up in two copies in the English language, each of these being equally authentic. It shall enter into force on July 1. 1988.

Done in Valletta on ...*June 2, 1988*...

For the Government of  
the Republic of Malta

For the Government of  
Sweden

## EXPORTS OF CERTAIN TEXTILES FROM MALTA TO SWEDEN

ANNEX I

(a) Group No	(b) Description	(c) Unit	(d) Level for period 88.07.01- 89.06.30	(e) Level for period 89.07.01- 90.06.30	(f) Level for period 90.07.01- 91.06.30	(g) Level for period 91.07.01- 92.06.30	(h) Level for period 92.07.01- 93.06.30	(i) Conver- sion factor (pcs/kg)
6 c,d	Jackets	pcs	135.410	138.460	141.920	145.820	150.190	2,0
8	Trousers other than shorts	pcs	539.980	549.430	560.420	573.030	587.360	3,0
9	Costumes, dresses and skirts	pcs	371.230	377.720	385.280	393.940	403.790	3,5
10	Blouses	pcs	393.090	399.970	407.970	417.150	427.570	5,5
A	Protective and work clothing (for industrial or occupational use, whether or not also suit- able for domestic or leisure time use), rainsuits and coveralls, including sets of such garments	pcs	42.930	43.470	44.120	44.890	45.790	1,0

- A) Two or more pieces of garments delivered in combination, set or ensemble, even if packed, consigned and sold together, should be charged against the group to which every single piece of the combination, set or ensemble belongs.
- B) Babies' garments, not knitted or crocheted, are not restrained. The denomination babies' garments applies to sizes not exceeding 86 centimetres.
- C) Group 6 c/d, jackets, includes ladies' suit jackets the outer shell of which (exclusive of sleeves and facings or collar if there is any) consists of at least four panels (two in front and two at the back) sewn together lengthwise, with full front opening without a closure or with a closure other than a slide fastener (zipper).
- D) Group 8, trousers, includes worktrousers e g trousers with bib and braces.

## ANNEX II

## Exports of certain textiles from Malta to Sweden

Group No	Ex Swedish Statistical Classification No (CCCN)	Ex Swedish Statistical Classification No (HS)
6 c, d	60.05.80-, 812, 815, 89- 61.01.45-, 003 61.02.15-, 99-  61.02.902-906, 909	61.01.10-, 20-, 30-, 90-, 61.02.10-, 20-, 30-, 90- 61.03.31-, 32-, 33-, 39- 61.04.31-, 32-, 33-, 39-, 61.11.10-, 20-, 30-, 90- 62.01.91-, 92-, 93-, 99-, 62.02.91-, 92-, 93-, 99- 62.03.31-, 32-, 33-, 39-, 62.04.31-, 32-, 33-, 39-
8	60.05.80-, 83- 61.01.50-, 003 61.02.60-, 99-	61.03.41-, 42-, 43-, 49-, 61.04.61-, 62-, 63-, 69- 61.11.10-, 20-, 30-, 90- 62.03.41-, 42-, 43-, 49-, 62.04.61-, 62-, 63-, 69-
9	60.05.60- 61.02.20-, 30-, 40-, 99-	61.04.11-, 12-, 13-, 19-, 41-, 42-, 43-, 44-, 49-, 51-, 52-, 53-, 59- 61.11.10-, 20-, 30-, 90- 62.04.11-, 12-, 13-, 19-, 41-, 42-, 43-, 44-, 49-, 51-, 52-, 53-, 59-
10	60.05.80-, 82- 61.02.50-, 99-	61.06.10-, 20-, 90- 61.11.10-, 20-, 30-, 90- 62.06.10-, 20-, 30-, 40-, 90-
A	60.05.80-, 84-, 85-, 87-, 89- 61.01.003, 006, 904-909, 95-, 922 61.02.006, 902-906, 909, 95-, 99-  61.01.004, 005, 61.02.004, 005	61.03.21-, 22-, 23-, 29-, 61.04.21-, 22-, 23-, 29-, 61.11.10-, 20-, 30-, 90- 61.13.00-, 61.14.10-, 20-, 30-, 90-, 62.03.21-, 22-, 23-, 29-, 62.04.21-, 22-, 23-, 29-, 62.10.10-, 20-, 30-, 40-, 50-, 62.11.41-, 42-, 43-, 49-, 31-, 32-, 33-, 39-

**DEFINITION OF "IMPREGNATED FABRICS" FOR THE PURPOSES OF  
ARTICLE 3**

- 1** Fabrics of cotton, wool or man-made fibres or any blend containing one or more of those fibres in which either wool represents 17 per cent or more by weight or any or all of those fibres in combination represent 50 per cent or more by weight of the unfinished fabric shall be defined as "impregnated fabrics" where those fabrics have been impregnated, coated, covered or laminated with preparations of cellulose derivatives or of other artificial plastic materials whatever the nature of the plastic material (compact, foam, sponge or expanded).
- 2** The definition does not cover:
  - a)** fabrics which, after impregnation, coating, covering or lamination, cannot, without fracturing, be bent manually around a cylinder of a diameter of 7 mm at a temperature between 15 and 30 degrees C,
  - b)** fabrics either completely embedded in artificial plastic material or coated or covered on both sides with such material.



ORIGINAL

Importer's copy

2 No

1 Exporter (name, full address, country)		EXPORT CERTIFICATE  (TEXTILE PRODUCTS)	
3 Consignee (name, full address, country)			
6 Place and date of shipment - Means of transport		4 Quota period	5 Group number
		7 Country of origin	8 Country of destination
		9 Approved and debited quantity against restraint level	
10 Marks and numbers - Number and kind of packages - DESCRIPTION OF GOODS		11 Quantity or weight	12 FOB Value

13 CERTIFICATION BY THE COMPETENT AUTHORITY

I, the undersigned, certify that the goods described above are originating in  
 . Malta in accordance with provisions in force in Sweden and these goods  
 have been charged against the quantitative limit established for the quota year  
 shown in box no 4 in respect of the group shown in box no 5 by the provisions  
 regulating trade in textile products with Sweden.

14 Competent authority (name, full address, country)

At ..... on .....

(Signature)

(Stamp)