

# GENERAL AGREEMENT ON

CONFIDENTIAL

TEX.SB/1554\*

12 May 1989

## TARIFFS AND TRADE

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Textiles Surveillance Body

### ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

#### Notification under Article 4

#### Bilateral Agreement between Norway and Singapore

#### Note by the Chairman

Attached is a notification received from Norway of a bilateral agreement concluded with Singapore for the period 1 January 1988 to 31 December 1991.<sup>1</sup>

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<sup>1</sup>The previous bilateral agreement between parties is contained in COM.TEX/SB/1097.

\*English only/Anglais seulement/Inglés solamente

TS / 140-4

**DÉLÉGATION DE NORVÈGE**

58, RUE DE MOILLEBEAU, CASE POSTALE 274  
1211 GENÈVE 19

NO. 140-4	NO. ISSUED	FOLIO
REC 11 APR 1989		
For	Act.	Int.
Director General:		
TSB	X	
OPER. DEPT. B		

980

Geneva, 10 April 1989  
Enclosure

J. J.

Dear Sir,

Pursuant to ~~Article 4.4~~ of the Arrangement Regarding International Trade in Textiles as extended by the 1986 Protocol, I am pleased to notify the Textiles Surveillance Body of the conclusion of a bilateral agreement between the Government of the Kingdom of Norway and the Government of the Republic of Singapore.

The agreement which covers the period 1 January 1988 - 31 December 1991, was initialled in Singapore 27 November 1987, implemented on a provisional basis from 1 January 1988, and entered into force by way of an exchange of notes between the two parties; notes dated 29 December 1988 and 13 February 1989.

As can be seen from the agreed minute, this new agreement supersedes and replaces in certain aspects the previous agreement by 12 months, and in other aspects by 6 months.

The agreement has been reached for the purpose of avoiding market disruption or risks thereof in Norway, while ensuring an orderly development of Singapore's exports to Norway.

The former bilateral MFA-agreement between Norway and Singapore initially included 21 categories, of which 12 are subject to quota limitations, while the remaining 9 were subject to an administrative system of surveillance. This new agreement covers a total of 8 categories, all of which are subject to quota limitations.

H.E. Mr. Marcello Raffaelli  
Ambassador  
Chairman of the Textiles Surveillance Body  
GATT  
Geneva

The new agreement is not directly comparable to the old one, inasmuch as the grouping of 2 of the 8 involved categories is changed. The previous agreement contained a combined quota for categories 5 and 8. In the new agreement there are separate quotas for these two categories.

The previous combined quota for categories 5 and 8 was at level of 227.136 pieces for the quota year 1 July 1986 - 30 June 1987. The new agreement stipulates a 1988 quota of 165.000 pieces for category 5 as well as a quota of 165.000 pieces for category 8 in the year 1988. The splitting up of the previously combined quota has resulted in a substantial improvement in Singapore's export opportunities for both categories.

Increase in base levels were given for all categories, and were in some instances very high. In the new agreement, growth rates are 3 per cent, while growth rates in the previous agreement varied between 0,1 - 0,5 per cent for the same categories.

In contrast to the former agreement, the new agreement includes all types of flexibility for all categories under quota restriction.

As to the flexibility provisions in the agreement as well as the rates of growth, reference is made to Annex B, paragraph 2 of the Arrangement and paragraph 12 of the 1986 Protocol of Extension.

Norway is a small market, with an exceptionally high level of imports and a correspondingly low level of domestic production, and is thus particularly exposed to the problems arising from imports causing market disruption. In spite of this Norway has, in its bilateral MFA-agreement with Singapore agreed to reductions in the number of categories covered by the agreement, increases in growth and introduction of all kinds of flexibility into the agreement.

Yours sincerely,

Martin Huslid  
Ambassador

AGREEMENT BETWEEN  
THE GOVERNMENT OF NORWAY  
AND  
THE GOVERNMENT OF SINGAPORE  
RELATING TO THE EXPORTS FROM SINGAPORE OF CERTAIN  
TEXTILE PRODUCTS FOR IMPORTS INTO NORWAY

## INTRODUCTION

- 1 This Agreement sets out the arrangements that have been made between the Government of Norway and the Government of Singapore regarding the exports of certain textile products from Singapore for imports into Norway.
- 2 These arrangements have been made having regard to the Arrangement Regarding International Trade in Textiles, (hereinafter referred to as "the MFA") as extended by the Protocol of 31 July 1986, bearing in mind particularly the provisions of Article 1:2 and Article 4 of the MFA and Paragraph 12 of the Protocol of Extension.

## COVERAGE

- 3 These arrangements apply to Singapore's export to Norway of the textile products listed in Annex A to this Agreement, when these are made of cotton, wool or man-made fibres, or blends thereof, in which one, or all of those 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).

## CLASSIFICATION

- 4 For the purpose of classifying textile products in the appropriate category, the definitions set out in Annex A will apply.
- 5 In the case of divergent opinions between Singapore and the competent Norwegian authorities at the point of entry into Norway on the classification of products covered by this Agreement, consultations as provided for in Article 14 of this Agreement shall be held with a view to reaching agreement on the appropriate classification of the products concerned and

to resolving any difficulties arising therefrom. For this purpose, the authorities of Singapore shall be informed by the competent authorities in Norway as soon as a case of divergent opinions on the classification of products arises.

Pending agreement on the appropriate classification and in order to avoid disruption of trade, the products in question shall be imported on the basis of the classification indicated by the competent Norwegian authorities at the point of entry, in conformity with the provisions of this Agreement.

#### RESTRAINT LEVELS

- 6 For products listed in Annex B to this Agreement, Singapore shall for each agreement year during the term of this Agreement restrain its exports to Norway to the limits set out in Annex B, or the limits modified as provided for in this Agreement.

#### FLEXIBILITY PROVISIONS

- 7 (a) Carryover. If in any restraint period of this Agreement, levels specified in Annex B of this Agreement for any categories are not fully utilized, the Government of Singapore may, after prior notification to the Government of Norway, during the subsequent twelve month period, approve the export of additional amounts equivalent to such shortfalls provided that such exports are in the same categories where the shortfalls occurred and do not exceed the percentages set out under column (d), Annex B, computed on the basis of the levels for the subsequent twelve month period.

(b) Carryforward. During each restraint period of this Agreement, the Government of Singapore may, after prior notification to the Government of Norway, approve the export of amounts in excess of the levels specified in Annex B to

this Agreement up to the percentages set out in Annex B under column (e), computed on the basis of the levels for the current restraint period. Where the specified levels have been increased by carryforward the Government of Singapore shall inform the Government of Norway of the carryforward quantities and debit these to the corresponding levels which are agreed or may be agreed upon for the subsequent period.

(c) Swing. During each restraint period of this Agreement, the Government of Singapore may, after prior notification to the Government of Norway, approve the export of amounts in excess of the levels specified in Annex B to this Agreement up to the percentages set out in Annex B under column (f), computed on the basis of the levels for the current restraint period. Where specific levels have been increased by swing, a corresponding reduction shall be made in one or more of other levels calculated on the basis of the conversion factors listed in Annex B, column (h).

(d) Total flexibility. During each restraint period of this Agreement, the additional export quantities resulting from carryover, carryforward and swing taken together shall, for each specific level, not exceed the percentages set out in Annex B under column (g).

#### ADMINISTRATION

- 8 Exports from Singapore to Norway of textile products listed in Annex B shall be subject to a double-checking system of export certification and import licencing as specified in Annex C of the Agreement.

#### CIRCUMVENTION

- 9 In conformity with Article 8 of the MFA, the Government of Singapore and the Government of Norway shall cooperate to avoid circumvention of the Agreement.

When information available to the Norwegian authorities indicates that products of Singapore origin listed in Annex B to this Agreement have been imported into Norway by transshipment, rerouting or otherwise, in circumvention of the arrangement set out in this Agreement, Norway may ask for consultations as provided for in Article 14 of this Agreement, with a view to arriving at a mutually satisfactory solution.

#### SEASONAL FLUCTUATIONS

- 10 The Government of Singapore will endeavour to ensure that exports of textile products subject to quantitative limits are spaced out as evenly as possible each calendar year, due account being taken of normal seasonal factors.

#### RULES OF ORIGIN

- 11 The Government of Norway will admit imports of textile products of Singapore origin, listed in Annex A, only when such products are covered by an export certificate/certificate of origin and comply with provisions of Annex C. Such a document shall be issued by the competent authority in Singapore.

#### RE-EXPORTS

- 12 Exports from Singapore to Norway of textile products covered by this Agreement shall not be subject to the quantitative limits established in Annex B, provided that the export certificate certifies that the products concerned are for re-export outside Norway.



Where the competent Norwegian authorities have evidence that products exported from Singapore and set off by Singapore against a quantitative limit established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall notify Singapore of the quantities involved. Upon receipt of such notification, Singapore may authorize exports for the current agreement year of identical quantities of products within the same category, which shall not be set off against the quantitative limits established in Annex B.

#### EXCHANGE OF STATISTICS

13 For all products covered by this Agreement, the Government of Singapore undertakes to promptly provide the Government of Norway with quarterly statistics of all export certificates issued by the authorities for each category for each agreement year. For products listed in Annex B, these statistical reports shall set out:

- i) the maximum export level for each category for the relevant agreement year;
- ii) the modified limit if the quota has been modified as provided for in Article 7 of this Agreement; and
- iii) the rate of utilization of the quota.

The Government of Norway will provide the Government of Singapore with quarterly statistics of licences issued for imports from Singapore of all categories covered by this Agreement.

Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

#### CONSULTATIONS

- 14 The Government of Singapore and the Government of Norway agree to consult at the request of either Government, on any question arising in the application of this Agreement or on any question of textile products in accordance with the provisions of the MFA.

Any request for consultations shall be notified in writing to the other party, together with a statement explaining the reasons and circumstances that led to the request.

The parties shall enter into consultations within 30 days at the latest from when the request was made, with a view to arriving at a mutually satisfactory conclusion in conformity with the provisions of the MFA within a further 30 days at the latest.

#### OTHER TEXTILE PRODUCTS

- 15 The Norwegian Government reserves its rights under the MFA with respect to textile products not covered by this Agreement.

#### GENERAL

- 16 The present Agreement shall enter into force on 1 January 1988 and shall be applicable up to 31 December 1991, unless this is changed by application of the provisions of Article 17 of this Agreement.

- 17      Either party may at any time propose modifications to this Agreement. Such proposals shall lead to consultations in accordance with the procedures outlined in Article 14.

Either party may at any time denounce this Agreement provided that at least 60 days' notice is given. In that event the Agreement shall come to an end on the expiry of the period of notice.

- 18      The Annexes to this Agreement shall be considered as an integral part thereof.

ANNEX A

PRODUCT CATEGORIES COVERED BY THE AGREEMENT

<u>Category Number</u>	<u>Unit</u>	<u>Description</u>
1	Pieces	Outer garments of woven material, men's, boys, women's, girls: <ul style="list-style-type: none"><li>- Jackets: Tailored jackets, blazers, waist-coats, sports jackets (including parts of ski suits), anoraks and similar garments, parkas, one-piece suits and the like, also as part of suits, sets and costumes</li></ul>
2	Pieces	Outer garments of woven material, men's, boys, women's, girls: <ul style="list-style-type: none"><li>- Trousers, slacks, jeans, breeches and the like (including bib and brace overalls), other than swimwear and shorts, also as parts of suits and sets</li></ul>
3	Pieces	Knitted or crocheted shirts, T-shirts and blouses of all kinds
4	Kgs	Knitted or crocheted under garments, men's, boys, women's, girls, infants; other than T-shirts, blouses, night wear and panty hose
5	Pieces	Men's and boys shirts of all kinds, of woven material
6	Pieces	Outer garments and other articles, knitted or crocheted, not elastic nor rubberised: <ul style="list-style-type: none"><li>- Pullovers, sweaters, jumpers, cardigans and jackets</li></ul>
7	Kgs	Bed linen
8	Pieces	Outer garments of woven materials; women's, girls: <ul style="list-style-type: none"><li>- Blouses, shirts and the like</li></ul>

ANNEX B

(a) Cat No.	(b) Restraint Level 1 Jan 88- 31 Dec 88	(c) Annual Growth Rate (%)	(d) Carry- over (%)	(e) Carry- forward (%)	(f) Swing (%)	(g) Total Flexi- bility (%)	(h) Conversion Factor Unit per kg
1	67,000 pcs	3	10	5	3	10	1.5
2	180,000 pcs	3	10	5	3	10	2
3	80,000 pcs	3	10	5	3	10	5.5
4	22,500 kg	3	10	5	4	10	1
5	165,000 pcs	3	10	5	3	10	5
6	265,000 ps	3	10	5	5	10	5.5
7	10,000 kg	3	10	5	3	10	1
8	165,000 pcs	3	10	5	5	10	5

ANNEX C

ADMINISTRATIVE COOPERATION

- 1       The competent authorities of Singapore shall issue an export certificate/certificate of origin including full and detailed description of the goods in respect of all consignments from Singapore for exports to Norway of products covered by Annex A.
- 2       For products covered by Annex B, the authorities of Singapore shall issue export certificate/certificate of origin as per specimen attached as Annex D, up to the quantitative limits agreed through this Agreement (eventually modified as provided for by this Agreement). The export certificate must certify 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.
- 3       Each export certificate shall cover only one of the categories of products listed in Annex A to this Agreement.
- 4       Exports shall be set off against the quantitative limits established for the year in which shipment of the goods has been effected.
- 5       The presentation of an export certificate, in application of Paragraph 6 below, shall be effected not later than 28 February of the year following that in which the goods covered by the certificate have been shipped.

- 6        Importation into Norway of textile products subject to quantitative limits shall be subject to the presentation of appropriate import documents.

The competent Norwegian authorities shall issue such import documents automatically within ten working days of the presentation by the importer of the original of the corresponding export certificate.

- 7        The competent Norwegian authorities must be notified forthwith of the withdrawal or alteration of any export certificate already issued.

The competent Norwegian authorities shall cancel the already issued import documents if the corresponding export certificate has been withdrawn.

However, if the competent Norwegian authorities have not been notified about the withdrawal or cancellation of the export certificate until after the products have been imported into Norway, the quantities involved shall be set off against the quantitative limit for the category and agreement year in question and Singapore shall be informed as soon as possible.

- 8        If the competent Norwegian authorities find that the total quantities covered by export certificates issued by Singapore for a particular category in any agreement year exceed the quantitative limit established in Annex B for that category or that limit modified as provided for in this Agreement, the said authorities may suspend the further issues of import documents. In this event, the competent Norwegian authorities shall immediately inform the authorities of Singapore and the special consultation procedure set out in Article 14 of the Agreement shall be initiated forthwith.

- 9 Exports of Singapore origin not covered by export certificates issued by Singapore in accordance with the provisions of this Annex may be refused the issue of appropriate import documents by the competent Norwegian authorities.

However, if the import of such products is allowed into Norway by the competent Norwegian authorities, the quantities involved shall not be set off against the appropriate quantitative limits.

- 10 The export certificate may comprise additional copies duly indicated as such. They shall be made out in English. If they are completed by hand, entries must be in ink and in printscript.

Only the original, clearly marked "original", shall be accepted by the competent authorities in Norway as being valid for the purposes of export to Norway in accordance with the arrangements established by this Agreement.

- 11 Each export certificate shall bear a serial number, by which it can be identified.

The export certificate shall also contain the following information:

- a) country of destination
- b) country of origin
- c) Name and address of exporter (and manufacturer, if different from exporter)
- d) Name and address of importer
- e) Full and detailed description of the goods (including tariff classification numbers, if possible)



- f) Relevant category number as set out in Annex A of the Agreement.
- g) FOB value
- h) Quantity in units set out in Annex A

In the event of theft, loss or destruction of an export certificate/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 so issued shall bear the endorsement "duplicate".

The duplicate must bear the date of the original export certificate/certificate of origin.

Singapore shall send the Norwegian Ministry of Trade the names and addresses of the governmental authorities competent for the issue and verification of export certificates together with specimens of the stamps used by these authorities. Singapore shall also notify the Ministry of any change in this information.

REPUBLIC OF SINGAPORE  
CERTIFICATE OF ORIGIN/PROCESSING

No.

6 Country of Origin of Goods

7 Country of First Destination

8 Date of Departure

9 FOR OFFICIAL USE

4 Vessel's Name/Aircraft, etc.

5 Port of Discharge

NO UNAUTHORISED ADDITION/ALTERATION MAY BE MADE  
TO THIS CERTIFICATE ONCE IT IS ISSUED

10 Marks & Numbers

10 No. & Kind of Packages  
Description of Goods  
(Include brand names if necessary)

11 Quantity  
& Unit

SPECIMEN

12 CERTIFICATION BY THE COMPETENT AUTHORITY

We hereby certify that evidence has been produced to satisfy us that the goods specified above are the manufacture or produce of the country as shown above. This Certificate is therefore issued and certified to the best of our knowledge and belief to be correct and without any liability on our part.

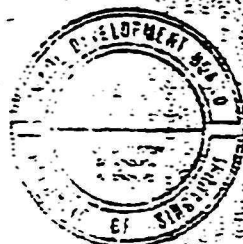
ORDINARY CERTIFICATE OF ORIGIN

Controller Of Import and Export  
Trade Development Board  
Republic of Singapore

Officer in Charge

EXPORT CERTIFICATE

This consignment is authorised  
for export to NORWAY and  
has been debited against  
Singapore's restraint level for  
Category ..... of 19.....  
for ..... Pieces only  
Date .....



**AGREED MINUTE**

Reference is made to the textile consultations between the delegations from Norway and Singapore on 25 to 27 November 1987 in Singapore during which the following understanding was reached to take into account the starting date of the new textile agreement on 1 January 1988, half a year before the expiry of the present textile agreement.

Singapore will for the period 1 July 1987 to 31 December 1988 limit its exports to Norway of the categories specified in Annex A to 150% of the levels specified in Annex B of the new textile agreement.

JOHAN HILLESTAD IVERSEN  
LEADER OF THE  
NORWEGIAN DELEGATION

LIM KIM KUAY  
LEADER OF THE  
SINGAPORE DELEGATION