

GENERAL AGREEMENT ON

TARIFFS AND TRADE

CONFIDENTIAL

TEX.SB/1944*

27 August 1992

Textiles Surveillance Body

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

Notification under Articles 7 and 8

Bilateral agreement between the United States and Nigeria

Note by the Chairman

Attached is a notification received under Articles 7 and 8 from the United States of an agreement concluded with Nigeria for the period 1 January 1990 to 31 December 1992.

* English only/Anglais seulement/Inglés solamente



UNITED STATES TRADE REPRESENTATIVE

1-3 AVENUE DE LA PAIX
1202 GENEVA, SWITZERLAND

August 24, 1992

The Honorable
Ambassador Marcelo Raffaelli
Chairman, Textiles Surveillance Body
GATT
Rue de Lausanne 154
1211 Geneva

Dear Ambassador Raffaelli:

Pursuant to the provisions of Articles 7 and 8 of the Arrangement Regarding International Trade in Textiles, I am instructed by my government to inform the Textiles Surveillance Body of a two-year bilateral textile agreement between the Government of the United States of America and the Government of Nigeria. A copy of the agreement is enclosed.

Sincerely,


Robert E. Shepherd
Minister Counsellor

Enclosure



BILATERAL TEXTILE AGREEMENT BETWEEN THE GOVERNMENT OF
THE FEDERAL REPUBLIC OF NIGERIA AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Federal Republic of Nigeria and
the Government of the United States of America;

Desirous of facilitating and regulating the export of
cotton and man-made fiber textiles and textile products;

Considering discussions held between the Government of
the Federal Republic of Nigeria and the Government of the
United States of America on matters relating thereto;

HAVE AGREED AS FOLLOWS:

ARTICLE I
DURATION OF THE AGREEMENT

1. The duration of this Agreement will be the period from
January 1, 1990 through December 31st, 1992. Each Agreement
period shall be a twelve month period from January first of
a given year through and including December thirty-first of
the same year.

ARTICLE II
SCOPE OF AGREEMENT AND CLASSIFICATION BY FIBER

The textiles and textile products covered by this Agreement
are those summarized in Annex A. The system of categories
and the rates of conversion into square meters equivalent
(SME) listed in Annex A shall apply in implementing this
Agreement.

2. (A) (i) Tops, yarns, piece goods, made-up articles,
garments, and other textile manufactured
products (being products that derive their
chief characteristics from their textile
components) of cotton and man-made fibers
or blends thereof, in which any or all of
these fibers in combination represent the
chief weight of the product, are subject to



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this Agreement. Components of an article which are not considered relevant to the classification under the general rules of interpretation or the legal notes to Section XI of the harmonized system are likewise to be disregarded here.

- (ii) This Agreement does not apply to the wool, silk and non-cotton vegetable fiber products. The below is included to assist the classifications.
- (B) For the purpose of this Agreement, textile products covered by subparagraph (A) above shall be classified as:
 - (i) Man-made fiber textiles, if the product is in the chief weight of man-made fibers, unless:
 - (a) the product is knitted or crocheted apparel in which wool equals or exceeds 23 percent by weight of all fibers, in which case the product will be a wool textile; or
 - (b) the product is apparel, not knitted or crocheted, in which wool equals or exceeds 36 percent by weight of all fibers, in which case the product will be a wool textile;
 - (c) the product is a woven fabric in which wool equals or exceeds 36 percent by weight of all fibers, in which case the product will be a wool textile.
 - (ii) Cotton textiles, if not covered by (i) and if the product is in chief weight of cotton, unless the product is a woven fabric in which



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wool equals or exceeds 36 percent by weight of all fibers, in which case the product will be a wool textile.

(iii) Wool textiles, if neither of the foregoing applies, and the product is in chief weight of wool.

(iv) Silk blend or non-cotton vegetable fiber textiles, if none of the foregoing applies and the product is in chief weight of silk or non-cotton vegetable fiber, unless:

(a) cotton with wool and/or man-made fibers in the aggregate equal or exceed 50 percent by weight of the component fibers thereof and the cotton component equals or exceeds the weight of each of the total wool and/or man-made fiber components, in which case the product will be a cotton textile.

(b) if not covered by (iv) (a) and wool exceeds 17 percent by weight of all component fibers, in which case the product will be considered a wool textile.

(c) If not covered by (iv) (a) or (b) and man-made fibers in combination with cotton and/or wool in the aggregate equal or exceed 50 percent by weight of the component fibers thereof and the man-made fiber component exceeds the weight of the total wool and/or total cotton component, in which case the product will be considered a man-made fiber textile.

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(C) Notwithstanding the above, garments which contain 70 percent or more by weight silk (unless they also contain over 17 percent by weight wool), and products other than garments which contain 85 percent or more by weight silk, are not subject to this Agreement. Silk blend and non-cotton vegetable fiber sweaters, as determined above, shall be divided into "silk blend" sweaters and "non-cotton vegetable fibers" sweaters. For the purposes of this provision sweaters shall be classified as "silk blend" if the silk component exceeds by weight the non-cotton vegetable fiber component (if any). Sweaters not classified as "silk blend" sweaters in accordance with foregoing shall be classified as "non-cotton vegetable fiber" sweaters. Garments containing 70 percent or more by weight silk and over 17 percent by weight wool shall be classified as wool textiles, under subparagraph (B) (iv) (b).

3. Commencing with the first Agreement period and during each subsequent term of this Agreement, the Government of the Federal Republic of Nigeria shall limit its exports to the United States cotton and man-made fiber textiles and textile products of Nigeria to the specific limits set out in Annex B, as it may be amended under Article IV, and as such specific limits may be adjusted in accordance with Article III.

ARTICLE III
FLEXIBILITY ADJUSTMENTS
CARRYOVER AND CARRYFORWARD

(A) (i) The specific limits set out in Annex B do not include any adjustments permitted under Article III.



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(ii) During any Agreement period, the extent to which any specific limit set out in Annex B may be exceeded in any Agreement period by carryforward (borrowing a portion of corresponding specific limit from the succeeding Agreement period) and/or carryover (the use of any unused meterage (shortfall) of the corresponding specific limit for the previous Agreement period) is 11 percent, of which carryforward shall not constitute more than 6 percent.

(iii) No carryover shall be available for application in the first Agreement period. No carryforward shall be available for application in the final Agreement period.

(B) For the purposes of the Agreement, a shortfall occurs when exports of textiles or textile products of Nigeria to the United States during any Agreement period are below any specific limit as set out in Annex B (or, in the case of any limit decreased pursuant to Article III, when such exports are below the limit as decreased).

(C) The Government of the Federal Republic of Nigeria will notify the Government of the United States when it wishes to use unused meterage (shortfall) available in categories for carryover, or to apply carryforward subject to the provisions set out above.



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ARTICLE IV
OVERSHIPMENT CHARGES

- (A) Products of Nigeria shipped in excess of authorized limits in any Agreement period may be denied entry into the United States. Any such shipment denied entry may be permitted into the United States and charged to the applicable limit in the succeeding Agreement period.
- (B) Products of Nigeria shipped in excess of applicable limits in any Agreement period will, if allowed entry into the United States during that Agreement period, be charged to the applicable limit in the succeeding Agreement period.

ARTICLE V
IMPLEMENTATION OF THE LIMITATION PROVISIONS



The Government of the United States will implement the limitation provisions of this Agreement by controlling, by the date of export, imports and textiles and textile products covered by this Agreement.

ARTICLE VI
COMMERCIAL SAMPLES AND PERSONAL SHIPMENTS

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

ARTICLE VII
EXCHANGE OF INFORMATION

Subject to domestic laws and at the request of the government, each government shall supply any information within its possession reasonably believed to be necessary for the enforcement of this Agreement.





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ARTICLE VIII
COOPERATION IN THE PREVENTION
OF CIRCUMVENTION AND FRAUD

1. The Government of the Federal Republic of Nigeria and the Government of the United States shall cooperate with each other in ensuring that this Agreement is not circumvented by transshipment, rerouting, misdescription, under-invoicing or by other means.

2. Subject to their domestic laws, the authorities of the United States and those of Nigeria shall set up investigations where the true origin of goods is in question. Both the Governments of the Federal Republic of Nigeria and the United States shall assist each other in securing documents, correspondence, and reports considered relevant to such investigations.

3. The two governments shall also cooperate in verifying production for goods where the true country of origin is in question. To that end, upon request by the Government of the United States or upon its own initiative, the Government of the Federal Republic of Nigeria shall provide the Government of the United States with any information available that will enable the determination of the origin of the goods in question.

4. Where as a result of investigation, information available to the Government of the United States or to the Government of the Federal Republic of Nigeria constitutes evidence that products subject to this Agreement have been transshipped, rerouted, misdescribed, under-invoiced, or traded in circumvention of this Agreement, either Party may request consultations with a view to reaching an Agreement on invoking appropriate action, including adjustments to quota. Such consultations shall take place and be concluded within 120 days of such a request.

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A handwritten signature in the bottom right corner.



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ARTICLE IX
CONSULTATION ON IMPLEMENTATION QUESTIONS

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

ARTICLE X
RIGHT TO PROPOSE REVISIONS

The Government of the Federal Republic of Nigeria and the Government of the United States may at any time propose revisions to the terms of this Agreement. Each Party agrees to consult promptly with the other about such proposals with a view to making revisions to this Agreement, or taking other appropriate action as may be mutually agreed upon.

ARTICLE XI

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

This Agreement supercedes the Memorandum of Understanding signed at Lagos, February 16, 1991, and will enter into force upon signature.

FOR AND ON BEHALF OF THE
GOVERNMENT OF THE FEDERAL
REPUBLIC OF NIGERIA.

30th July 1992

DATE

FOR AND ON BEHALF OF THE
GOVERNMENT OF THE UNITED
STATES OF AMERICA.

July 30, 1992

DATE



ANNEX A

Categories numbered in the:

200 series are of Cotton and/or man-made fiber,
300 series are of Cotton, and
600 series are of man-made fiber.

<u>Category</u> <u>Description</u>	<u>Conversion</u> <u>Factor</u>	<u>Unit</u>
<u>YARN</u>		
200 Yarns put up for retail sale, and sewing thread	6.6	Kg.
201 Specialty yarns	6.5	Kg.
300 Carded yarns, cotton	8.5	Kg.
301 Combed yarns, cotton	8.5	Kg.
600 Textured filament yarns, MMF	6.5	Kg.
603 Yarn containing 85 percent or more by weight artificial fiber staple	6.3	Kg.
604 Yarn containing 85 percent or more by weight synthetic staple fiber	7.6	Kg.
606 Non-textured filament, MMF	20.1	Kg.
607 Other staple fiber yarn MMF	6.5	Kg.
<u>FABRIC</u>		
218 Of yarns of different colors	1.0	M2
219 Duck	1.0	M2
220 Fabric of special weave	1.0	M2
222 Knit Fabric	12.3	Kg.
223 Non-woven fabrics	14.0	Kg.
224 Pile and tufted fabrics	1.0	M2
225 Blue denim	1.0	M2
226 Cheesecloth, batistes, lawns, or voiles	1.0	M2
227 Oxford cloth	1.0	M2
229 Special purpose fabric	13.6	Kg.
313 Sheeting	1.0	M2
314 Poplin & Broadcloth	1.0	M2
315 Printcloth	1.0	M2
317 Twills	1.0	M2
326 Sateens	1.0	M2
611 Woven man-made fiber fabric containing 85 percent or more by weight artificial staple fibers	1.0	M2
613 Sheeting	1.0	M2
614 Poplin and broadcloth	1.0	M2
615 Printcloth	1.0	M2
617 Twills and sateens	1.0	M2
618 Woven artificial filament fabric	1.0	M2
619 Polyester filament fabric	1.0	M2
620 Other synthetic filament fabric	1.0	M2
621 Impression fabric	14.4	Kg.
622 Glass fiber fabric	1.0	M2
624 Woven man-made fiber fabric, containing more than 15 percent but less than 36 percent wool	1.0	M2



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<u>Category</u> <u>Description</u>	<u>Conversion</u> <u>Factor</u>	<u>Unit</u>
<u>STAPLE/FILAMENT COMBINATION</u>		
625 Poplin and broadcloth	1.0	M2
626 Printcloth	1.0	M2
627 Sheeting	1.0	M2
628 Twills and sateens	1.0	M2
629 Other MMF	1.0	M2
Vegetable fiber	1.0	M2
<u>APPAREL</u>		
237 Playsuits, sunsuits, etc.	19.2	Doz.
239 Infants apparel	6.3	Kg.
330 Handkerchiefs	1.4	Doz.
331 Gloves & Mittens	2.9	Dpr.
332 Hosiery	3.8	Dpr.
333 M & B suit-type coats	30.3	Doz.
334 Other M & B coats	34.5	Doz.
335 W. & G. coats	34.5	Doz.
336 Dresses	37.9	Doz.
338 M & B knit shirts	6.0	Doz.
339 W & G knit shirts & blouses	6.0	Doz.
340 M & B shirts, not knit	20.1	Doz.
341 W & G shirts & blouses, not knit	12.1	Doz.
342 Shirts	14.9	Doz.
345 Sweaters	30.8	Doz.
347 M & B trousers, breeches, & shorts	14.9	Doz.
348 W & G trousers, breeches, & shorts	14.9	Doz.
349 Brassieres & body supporting garments	4.0	Doz.
350 Robes, dressing gowns, etc.	42.6	Doz.
351 Nightwear & pajamas	43.5	Doz.
352 Underwear	9.2	Doz.
353 M & G down-filled coats	34.5	Doz.
354 W & G down-filled coats	34.5	Doz.
359 Other cotton apparel	8.5	Kg.
630 Handkerchiefs	1.4	Doz.
631 Gloves & mittens	2.9	Dpr.
632 Hosiery	3.8	Dpr.
633 M & B suit-type coats	30.3	Doz.
634 Other M & B coats	34.5	Doz.
635 W & G coats	34.5	Doz.
636 Dresses	37.9	Doz.
638 M & B knit shirts	15.0	Doz.
639 W & G knit shirts & blouses	12.5	Doz.
640 M & B shirts, not knit	20.1	Doz.
641 W & G shirts & blouses, not knit	12.1	Doz.
642 Skirts	14.9	Doz.
643 M & B suits	3.76	Nos.
644 W & G suits	3.76	Nos.
645 M & B sweaters	30.8	Doz.
646 W & G sweaters	30.8	Doz.
647 M & B trousers, breeches, & shorts	14.9	Doz.
648 W & G trousers, breeches, & shorts	14.9	Doz.
649 Brassieres & body-supporting garments	4.0	Doz.



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<u>Category</u> <u>Description</u>	<u>Conversion</u> <u>Factor</u>	<u>Unit</u>
<u>APPAREL</u>		
650 Robes, dressing gowns, etc.	42.6	Doz.
651 Nightwear & pajamas	43.5	Doz.
652 Underwear	13.4	Doz.
653 M & B down-filled coats	34.5	Doz.
654 W & G down-filled coat	34.5	Doz.
659 Other MMF apparel	14.4	Kg.
<u>MADE-UP & MISCELLANEOUS TEXTILES</u>		
360 Pillowcases	0.9	Nos.
361 Sheets	5.2	Nos.
362 Bedspreads & quilts	5.8	Nos.
363 Terry & other pile towels	0.4	Nos.
369 Cotton manufactures, not elsewhere specified (NSPF)	8.5	Kg.
665 Floor coverings	1.0	M2
666 Other furnishings	14.4	Kg.
669 Man-made fiber manufactures, NSPF	14.4	Kg.
670 Flat goods, handbags, luggage	3.7	Kg.



ANNEX B

<u>CATEGORY</u>	<u>UNIT</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
219, 220, 313, 314 315, 317 merged	M2	25,000,000	26,500,000	28,090,000
219	M2	8,000,000	8,480,000	8,988,800
220	M2	8,000,000	8,480,000	8,988,800
313	M2	8,000,000	8,480,000	8,988,800
314	M2	8,000,000	8,480,000	8,988,800
315	M2	9,000,000	9,540,000	10,112,400
317	M2	8,000,000	8,480,000	8,988,800