

**Príloha
k č.161/1994 Z. z.**

AGREEMENT

between the Government of the Slovak Republic and the Government of the Kingdom of Norway Relating to the Exports from the Slovak Republic of Certain Textile Products for Imports into Norway

Introduction

1. This Agreement sets out the Arrangements that have been made between the Government of the Slovak Republic and the Government of the Kingdom of Norway regarding the exports of certain textile products from the Slovak Republic 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 Arrangement), as extended by the Protocol of 31. 07. 1986, and as further extended by the Protocols of 31. 7. 91 and 9. 12. 92, bearing in mind particularly the provisions of Article 1:2, Article 1:6 and Article 4 of the MFA.

Coverage

3. These arrangements apply to the exports from the Slovak Republic to Norway of the textile products listed in Annex A to this Agreement when these are made of cotton, wool, man-made fibres or blends thereof, in which any or all of those fibres in combination represent either the chief value of the fibres or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product.

Classification

4. For the purpose of classifying textile products in the appropriate category, the definitions set out in Annex A will apply.

5. In case of divergent opinions between the competent Slovak and Norwegian authorities on the classification of products covered by this Agreement, consultations as provided for in Paragraph 14 of this Agreement shall be held with a view of reaching agreement on the appropriate classification of the products concerned and of resolving any difficulties arising there from. For this purpose, the authorities of the Slovak Republic 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, in conformity with the provisions of this Agreement.

Restraint levels

6. For products listed in Annex B of this Agreement, the Slovak Republic shall for each period during the term of this Agreement restrain its exports to Norway to the limits set out in Annex B.

Designated consultation levels

- 6 bis. a) The categories listed in Annex B marked with + are subject to the designated consultation levels specified therein.
- b) If the Government of the Slovak Republic wishes to export textile products to Norway in excess of the applicable designated consultation levels, the Government of the Slovak Republic shall request the higher levels. The Government of the Kingdom of Norway shall respond promptly and make every effort to resolve the issues within 14 working days of the receipt of the initial request. If the Government of the Kingdom of Norway is unable to comply fully with the request due to problems of market disruption or real risk thereof, as described in Annex A of the Arrangement, in a category subject to such request the Government of the Kingdom of Norway will so inform the Government of the Slovak Republic.
- c) The Government of the Kingdom of Norway will supply data in accordance with paragraphs I and II of Annex A of the Arrangement to substantiate the position it has taken. The two Governments unless agreed otherwise, shall consult as soon as possible within 30 days of the Norwegian denial of the request and shall make every effort to conclude such consultations within 30 days of its commencement. Until a mutually satisfactory change in the consultation level in question is established,

shipments shall not exceed the existing consultation level.

Flexibility provisions

7. a) 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 the Slovak Republic may, after prior notification to the Government of the Kingdom of Norway, during the subsequent twelve months period approve the exports of additional quantities (carryover) 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.
- b) During each restraint period of this Agreement, the Government of the Slovak Republic may, after prior notification to the Government of the Kingdom of Norway, approve the exports of quantities in excess of the levels specified in Annex B of this Agreement up to the percentages set out in Annex B under column e) increased by the appropriate growth rate of these levels (carry forward) for the current restraint period. Where specific levels have been increased by carry forward the Government of the Slovak Republic shall inform the Government of the Kingdom of Norway of the carry forward quantities and debit these to the corresponding levels which are agreed or may be agreed upon for the subsequent period.
- c) During each restraint period of this Agreement, the Government of the Slovak Republic may, after prior notification to the Government of the Kingdom of Norway, approve the exports of quantities in excess of the levels specified in Annex B to this Agreement up to the percentages set out in Annex B under column f) increased by the appropriate growth rate (swing). 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).

Administration

8. Exports from the Slovak Republic to Norway of textile products listed in Annex B shall be subject to a double-checking system by the Norwegian and the Slovak authorities, as specified in Annex C of the Agreement.

Circumvention

9. The Government of the Slovak Republic and the Government of the Kingdom of Norway agree to cooperate fully in dealing with problems relating to circumventions of the arrangements set out in this Agreement.

When information available to the Norwegian authorities indicates that products of Slovak origin listed in Annex B to this Agreement have been imported into Norway by transshipment, rerouting or otherwise circumvention of the arrangements set out in this Agreement, Norway may ask for consultations as provided for in Paragraph 14 of this Agreement, with a view to agree on an appropriate solution.

If the parties fail to reach a mutually satisfactory solution within a period of 51 days from the date when the request for consultations was received, the Norwegian authorities may, if solid evidence of circumvention has been provided and pending the outcome of the consultations, carry out an appropriate adjustment of the restraint level for the products concerned, for the current or the following calendar year.

Seasonal fluctuations

10. The Government of the Slovak Republic will endeavour to ensure by way of issuing export licences that exports of textile products covered by this Agreement and subject to restraint levels are spaced out as evenly as possible each calendar year, however taking into consideration possible concentration of exports attributable to normal seasonal factors.

Rules of origin

11. The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in Norway and the procedures for control of the origin of the products set out in Annex C. Any changes in these rules shall be notified to the Slovak authorities.

Re-exports

12. Exports from the Slovak Republic to Norway of textile products covered by this Agreement shall not be subject to restraint levels established in Annex B, provided that the export licence certifies that the products concerned are for re-exports outside Norway. Where the competent Norwegian authorities have evidence that products exported from the Slovak Republic against a restraint level established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall notify the Government of the Slovak Republic of the quantities involved. Upon receipt of such notification, the Government of the Slovak Republic may authorize for the current calendar year exports 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 Annex B of this Agreement the Government of the Slovak Republic and the Government of the Kingdom of Norway undertake to provide each other with quarterly statistics of all export and import licences issued by the authorities for each category for the current restraint period. Each report shall be transmitted before the end of the second month following the month covered by the report.

Consultations

14. The Government of the Slovak Republic and the Government of the Kingdom of Norway agree to consult at the request of either Government, on any question arising in the application of this Agreement.

Any request for consultations shall be notified in writing to the other party together with statement explaining the reason 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 Arrangement within a further 30 days at the latest.

Other textile products

15. Both parties reserve their rights under the MFA with respect to textile products not covered by this Agreement.

General

16. The present Agreement shall be in force from 1 January 1993, until 31 December 1994.

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.

The annexes to this Agreement shall be considered as an integral part thereof.

Done in two originals in Bratislava on 11 October 1993 in the English language, both texts being equally authentic.

For the Government
of the Slovak Republic

Jaroslav Kubečka

For the Government
of the Kingdom of Norway

John Egil Grieg

ANNEX A

PRODUCT CATEGORIES COVERED BY THE AGREEMENT

Category Number	Unit	Description
1.	Pieces	Outer garments of woven material, men's, boys', women's, girls': - Jackets, tailored jackets, blazers, waistcoats, sports jackets (including parts of ski suits), anoraks and similar garments, parkas, one-piece suits and the like, also as parts of suits, sets and costumes (boys and ,girls with height above 152 cm).
2.	Pieces	Outer garments of woven material, men's, boy s', women's, girls': - Trousers, slacks, jeans, breeches and the like (including bib and brace overalls), other than swimwear and shorts, also as parts of suits and sets (boys and girls with above 152 cm).
7.	Kgs	Bed linen.
70.	Kgs	Knotted netting, made up fishing nets, other made up nets, and the like.

ANNEX B

(a) Cat. No.	(b) Restraint level 1 Jan. – 31 Dec. 1993	(c) Annual Growth Rate Percen- tages	(d) Carryover Percen- tages	(e) Carry forward Percen- tages	(f) Swing Percen- tages	(h) Conversion factor Unit pr. kg
1	65 000 pcs	3	10	5	3	1
2	150 000 pcs	3	10	5	3	1,5
7	30 000 kgs	3	10	5	3	1
70 ⁺	6 180 kgs	3	10	5	3	1

ANNEX C

ADMINISTRATIVE COOPERATION

1. The competent authorities of the Slovak Republic shall issue export licences in respect of consignments from the Slovak Republic for exports to Norway of products covered by Annex B. The export licences shall conform to the specimen attached as Annex D.

2. For products covered by Annex B, the authorities of the Slovak Republic shall issue export licences up to the restraint levels agreed through this Agreement. The export licence must certify that the quantity of the product in question has been set off against the restraint level prescribed for the category of the product in question.

3. Each export licence shall cover only one of the categories or products listed in Annex B to this Agreement.

4. Exports shall be set off against the restraint levels established for the year in which shipment of the goods has been effected.

5. The presentation of an export licence, in application of paragraph 7 below, shall be effected not later than 31 January of the quota year following the quota year in which the goods covered by the licence have been shipped.

6. Importation into Norway of textile products subject to restraint levels 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 licence.

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

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

However, if the competent Norwegian authorities have not been notified about the withdrawal or cancellation of the export licence until after the products have been imported into Norway, the quantities involved shall be set off against the restraint level for the category and period in question, and the authorities of the Slovak Republic shall be informed as soon as possible after the receipt of the notification on the withdrawal of the export licence.

8. If the competent Norwegian authorities find that the total quantities covered by export certificates issued by the authorities of the Slovak Republic of a particular category in any period exceed the restraint level established for that category, the said authorities may suspend the further issue of

import documents. In this event, the competent Norwegian authorities shall immediately inform the authorities of the Slovak Republic and the special consultation procedure set out in Paragraph 14 of the Agreement shall be initiated forthwith.

9. For exports of products of Slovak origin listed in Annex B and not covered by the export licences issued by the authorities of the Slovak Republic in accordance with the provisions of this Annex, the issue of appropriate import documents may be refused by the competent Norwegian authorities.

10. The export licence 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 in this Agreement.

11. Each export licence shall bear a serial number, by which it can be identified. The export licence shall also contain the following information:

- a. Country of destination.
- b. Country of origin.
- c. Name and address of exporter (and if possible manufacturer).
- d. Name and address of importer.
- e. Full description of the goods, including if possible tariff classification numbers, both in the system of the exporting country and of Norway.
- f. Relevant category number and description as set out in Annex A of the Agreement.
- g. F.O.B. value.
- h. Quantity in units set out in Annex A.
- i. Expected place and date of shipment - means of transport.

12. In the event of theft, loss or destruction of an export licence of Slovak 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 or any such certificate or licence so issued shall bear the endorsement „duplicate“. The duplicate must bear the date of the original export licence.

13. The Government of the Slovak Republic shall send the Norwegian Ministry of Foreign Affairs the names and addresses of the government authorities or other bodies competent for the issue and verification of export licences together with specimens of the stamps used by them. The Government of the Slovak Republic shall also notify the Ministry of any change in this information.

(1) Show net weight (kg) and also quantity in the unit prescribed for category where other than net weight - indiquer le poids net (kg) ainsi que la quantité dans l'unité prévue pour la catégorie si celle unité n'est pas le poids net
 (2) In the currency of the sale contract - Dans la monnaie du contrat de vente

1 Exporter (name, full address, country) Exportateur (nom, adresse complète, pays)	ORIGINAL		2 No
	3 Quota year Année contingentaire		4 Category number Numéro de catégorie
5 Consignee (name, full address, country) Destinataire (nom, adresse complète, pays)	EXPORT LICENCE (Textile products) <hr/> LICENCE D'EXPORTATION (Produits textiles)		
	6 Country of origin Pays d'origine		7 Country of destination Pays de destination
8 Place and date of shipment - Means of transport Lieu et date d'embarquement - Moyen de transport	9 Supplementary details Données supplémentaires		
10 Marks and numbers - Number and kind of packages - DESCRIPTION OF GOODS Marques et numéros - Nombre et nature des colis - DESIGNATION DES MARCHANDISES		11 Quantity (1) Quantité (1)	12 FOB Value (2) Valeur FOB (2)
		13 CERTIFICATION BY THE COMPETENT AUTHORITY- VISA DE L'AUTORITE COMPETENTE I, the undersigned, certify 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 NORWAY. Je soussigné certifie que les marchandises désignées ci-dessus ont été imputées sur la limite quantitative fixée pour l'année indiquée dans la case No 3 pour la catégorie désignée dans la case No 4 dans le cadre des dispositions régissant les échanges de produits textiles avec la NORVÈGE.	
14 Competent authority (name, full address, country) Autorité compétente (nom, adresse complète, pays)		AI - A on - le	
		(Signature)	(Stamp - Cachet)