BILATERAL

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

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INTRODUCTION

1. This Agreement sets out the arrangements that have been made between the Government of the Philippines and the Government of Norway regarding the exports of certain textile products from the Philippines 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 22.12,1981, bearing in mind particularly the provisions of Article 1:2 and Article U of the MFA,

COVERAGE

3. These arrangements apply to the Philippines 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 any 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) of the product. Notwithstanding these provisions, this Agreement shall also apply to the products described in Annex A which are manufactured from impregnated fabrics as defined in a note to Annex A.

CLASSIFICATION

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

5. In case of divergent opinions between the competent authorities of the Philippines and the competent Norwegian authorities at the point of entry into Norway on the classification of product covered by this Agreement, consultations as provided for in Article 15 of this Agreement shall be held with a view to reaching agreement en the appropriate classification of the products concerned and to resolving any difficulties arising therefrom. For this purpose, the authorities of the Philippines 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.

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RESTRAINT LEVELS

6. For products listed in Annex B to this Agreement, the Philippines shall for each quota period 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 Article 7 of this Agreement.

FLEXIBILITY PROVISIONS

7. Any quantitative limit set out in Annex B may, after consultation between the Government of the Philippines and the Government of Norway as provided for in Article 15 be exceeded in either year of any two subsequent agreement years by carry forward and/or carryover. Carry forward/carryover taken together shall not exceed 5%, of which carry forward shall not exceed 2.5%.

PRODUCTS COVERED BY THE AGREEMENT WITHOUT QUANTITATIVE LIMITS

8. Imports of textile products covered by this Agreement which are not subject to quantitative limits shall be subject to a system of administrative control. These products will be subject to a dual system of export and import licensing.

When import licenses of a product listed in Annex A not subject to quota restraint have been issued up to a level corresponding to 1.5% of the preceding year's total dStp'brts into Norway of that product, the Norwegian Government may request consultations in order to establish a quantitative limit for the product concerned.

Pending a mutually acceptable solution through this consultation, the Norwegian Government may fix quantitative limit at the volume reached by imports of the product in question in the twelve month period preceding notification.

ADMINISTRATION

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

CIRCUMVENTION

10. The Government of the Philippines and the Government of Norway agree to cooperate fully in dealing with problems relating to circumvention of the arrangements set out -in this Agreement.

When information available to the Norwegian authorities indicates that products of Philippine origin listed in Annex B to this Agreement have been imported into Norway by transshipment, rerouting or otherwise, in circumvention of the arrangements set out in this Agreement, Norway may ask for consultations as provided for in Article 15 of this Agreement, with a view to agree on an appropriate adjustment of the quantitative limits for the products concerned.

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 made, the Norwegian authorities shall, if evidence of circumvention has been provided, have the right to carry out a compensatory reduction of the corresponding restraint level for the current or the following calendar year.

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SEASONAL FLUCTUATIONS

11. The Government of the Philippines 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

12. 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.

RE-EXPORTS

13. Exports from the Philippines 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 license certifies that the products concerned are for re-export outside

Where the competent Norwegian authorities have evidence that products exported from the Philippines and set off by the Philippines against a quantitative limit established in Annex B have been subsequently re-exported outside Norway, the Norwegian authorities shall within 60 days from date of re-exports notify the Government of the Philippines of the quantities involved. Upon receipt of such notification, the Government of the Philippines may authorize exports for the current calendar year of identical quantities of products within the same category, I which shall not be set off against the quantitative limits established in Annex B.

EXCHANGE OF STATISTICS

14. For all products covered by this Agreement' the Government of the Philippines undertakes to provide the Government of Norway with monthly statistics of all export licences issued by the authorities for each category for the current quota period. For products listed in Annex B, these statistical reports shall also set-out

i. the maximum export level for each category for the relevant quota period,

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 the Philippines with monthly statistics of licences issued and quarterly statistics for actual imports from the Philippines of all categories covered by this Agreement.

Each monthly report shall be transmitted before the end of the following month. Quarterly reports shall be transmitted before the end of the following quarter.

CONSULTATIONS

15. The Government of Norway and the Government of the Philippines 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 part, together with a statement explaining the reasons and circumstances that led to the request.

The parties shall enter into consultations within 21 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

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days at the latest.

OTHER TEXTILE PRODUCTS

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

GENERAL

17. The present Agreement shall enter into force when the parties have notified each other that all internal procedures which are necessary for the fulfillment of the obligations in the Agreement have been completed.

Provided that such notifications have taken place, the Agreement shall apply with effect from 1 July 1984 until, 31 December; 1986 unless this is changed by application of the provisions of Article l8 of this Agreement. -

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 15.

18. 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.

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

Done in Manila on 17 October 1984 in two originals in the English language, both texts being equally authentic.

On behalf of the Government
of the Republic of the Philippines

On behalf of the Government
of the Kingdom of Norway

(SGD.)ALFREDO PIO DE RODA, JR.

(SGD.)KNUT MORKVED

(Acting Minister of Finance and
Vice-Chairman of the Garments
& Textile Export Board)

(Ambassador of Norway)

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