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Article VI

Anti-dumping and Countervailing Duties

1. The contracting parties recognize that dumping, by which products of one country are introduced into the commerce of another country at less than the normal value of the products, is to be condemned if it causes or threatens material injury to an established industry in the territory of a contracting party or materially retards the establishment of a domestic industry. For the purposes of this Article, a product is to be considered as being introduced into the commerce of an importing country at less than its normal value if the price of the product exported from one country to another
 - (a) is less than the comparable price, in the ordinary course of trade, for the like product when destined for consumption in the exporting country, or,
 - (b) in the absence of such domestic price, is less than either
 - (i) the highest comparable price for the like product for export to any third country in the ordinary course of trade, or
 - (ii) the cost of production of the product in the country of origin plus a reasonable addition for selling cost and profit.

Due allowance shall be made in each case for differences in conditions and terms of sale, for differences in taxation, and for other differences affecting price comparability.

2. In order to offset or prevent dumping a contracting party may levy on any dumped product an anti-dumping duty not greater in amount than the margin of dumping in respect of such product. For the purposes of this Article, the margin of dumping is the price difference determined in accordance with the provisions of paragraph 1.
3. No countervailing duty shall be levied on any product of the territory of any contracting party imported into the territory of another contracting party in excess of an amount equal to the estimated bounty or subsidy determined to have been granted, directly or indirectly, on the manufacture, production or export of such product in the country of origin or exportation, including any special subsidy to the transportation of a particular product. The term "countervailing duty" shall be understood to mean a special duty levied for the purpose of offsetting any bounty or subsidy bestowed, directly or indirectly, upon the manufacture, production or export of any merchandise.
4. No product of the territory of any contracting party imported into the territory of any other contracting party shall be subject to anti-dumping or countervailing duty by reason of the exemption of such product from duties or taxes borne by the like product when destined for consumption in the country of origin or exportation, or by reason of the refund of such duties or taxes.
5. No product of the territory of any contracting party imported into the territory of any other contracting party shall be subject to both anti-dumping and countervailing duties to compensate for the same situation of dumping or export subsidization.
6. (a) No contracting party shall levy any anti-dumping or countervailing duty on the importation of any product of the territory of another contracting party unless it determines that the effect of the dumping or subsidization, as the case may be, is such as to cause or threaten material injury to an established domestic industry, or is such as to retard materially the establishment of a domestic industry.
 - (b) The CONTRACTING PARTIES may waive the requirement of subparagraph (a) of this paragraph so as to permit a contracting party to levy an anti-dumping or countervailing duty on the importation of any product for the purpose of offsetting dumping or subsidization which causes or threatens material injury to an industry in the terri-

tory of another contracting party exporting the product concerned to the territory of the importing contracting party. The CONTRACTING PARTIES shall waive the requirements of sub-paragraph (a) of this paragraph, so as to permit the levying of a countervailing duty, in cases in which they find that a subsidy is causing or threatening material injury to an industry in the territory of another contracting party exporting the product concerned to the territory of the importing contracting party.

- (c) In exceptional circumstances, however, where delay might cause damage which would be difficult to repair, a contracting party may levy a countervailing duty for the purpose referred to in subparagraph (b) of this paragraph without the prior approval of the CONTRACTING PARTIES; *Provided* that such action shall be reported immediately to the CONTRACTING PARTIES and that the countervailing duty shall be withdrawn promptly if the CONTRACTING PARTIES disapprove.
7. A system for the stabilization of the domestic price or of the return to domestic producers of a primary commodity, independently of the movements of export prices, which results at times in the sale of the commodity for export prices lower than the comparable price charged for the like commodity to buyers in the domestic market, shall be presumed not to result in material injury within the meaning of paragraph 6 if it is determined by consultation among the contracting parties substantially interested in the commodity concerned that:
- (a) the system has also resulted in the sale of the commodity for export at price higher than the comparable price charged for the like commodity to buyers in the domestic market, and
 - (b) the system is so operated, either because of the effective regulation of production, or otherwise, as not to stimulate exports unduly or otherwise seriously prejudice the interests of other contracting parties.

Article XI

General Elimination of Quantitative Restrictions

- 1. No prohibitions or restrictions other than duties, taxes or other charges, whether made effective through quotas, import or export licence or other measures, shall be instituted or maintained by any contracting party on the importation of any product of the territory of any other contracting party or on the exportation or sale for export of any product destined for the territory of any other contracting party.
- 2. The provisions of paragraph 1 of this Article shall not extend to the following:
 - (a) Export prohibitions or restrictions temporarily applied to prevent or relieve critical shortages of foodstuffs or other products essential to the exporting contracting party;
 - (b) Import and export prohibitions or restrictions necessary to the application of standards or regulations for the classification, grading or marketing of commodities in international trade;
 - (c) Import restrictions on any agricultural or fisheries product, imported in any form, necessary to the enforcement of governmental measures which operate :
 - (i) to restrict the quantities of the like domestic product permitted to be marketed or produced, or, if there is no substantial domestic production of the like product, of a domestic product for which the imported product can be directly substituted; or
 - (ii) to remove a temporary surplus of the like domestic product, or, if there is no substantial domestic production of the like product, of a domestic product for which the imported product can be directly substituted, by making the surplus available to certain groups of domestic consumers free of charge or at prices below the current market level; or
 - (iii) to restrict the quantities permitted to be produced of any animal product the production of which is directly dependent, wholly or mainly, on the imported commodity, if the domestic production of the commodity is relatively negligible.

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Any contracting party applying restrictions on the importation of any product pursuant to sub-paragraph (c) of this paragraph shall give public notice of the total quantity or value of the product permitted to be imported during a specified future period and of any change in such quantity or value. Moreover, any restrictions applied under (i) above shall be not be such as will reduce the total of imports relative to the total of domestic production, as compared with the proportion which might reasonably be expected to rule between the two in the absence of restrictions. In determining this proportion, the contracting party shall pay due regard to the proportion prevailing during a previous representative period and to any special factors which may have affected or may be affecting the trade in the product concerned.

Article XIII

Non-discriminatory Administration of Quantitative Restrictions

1. No prohibition or restriction shall be applied by any contracting party on the importation of any product of the territory of any other contracting party or on the exportation of any products destined for the territory of any other contracting party, unless the importation of the like product of all third countries or the exportation of the like product to all third countries is similarly prohibited or restricted.
2. In applying import restrictions to any product, contracting parties shall aim at a distribution of trade in such product approaching as closely as possible the shares which the various contracting parties might be expected to obtain in the absence of such restrictions and to this end shall observe the following provisions:
 - (a) Wherever practicable, quotas representing the total amount of permitted imports (whether allocated among supplying countries or not) shall be fixed, and notice given of their amount in accordance with paragraph 3 (b) of this Article;
 - (b) In cases in which quotas are not practicable, the restrictions may be applied by means of import licences or permits without a quota;
 - (c) Contracting parties shall not, except for purposes of operating quotas allocated in accordance with sub-paragraph (d) of this paragraph, require that import licences or permits be utilized for the importation of the product concerned from a particular country or source;
 - (d) In cases in which a quota is allocated among supplying countries, the contracting party applying the restrictions may seek agreement with respect to the allocation of shares in the quota with all other contracting parties having a substantial interest in supplying the product concerned. In cases in which this method is not reasonably practicable, the contracting party concerned shall allot to contracting parties having a substantial interest in supplying the product shares based upon the proportions, supplied by such contracting parties during a previous representative period, of the total quantity or value of imports of the product, due account being taken of any special factors which may have affected or may be affecting the trade in the product. No conditions or formalities shall be imposed which would prevent any contracting party from utilizing fully the share of any such total quantity or value which has been allotted to it, subject to importation being made with any prescribed period to which the quota may relate.

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3. (a) In case in which import licences are issued in connection with import restrictions, the contracting party applying the restrictions shall provide, upon the request of any contracting party having an interest in the trade in the product concerned, all relevant information concerning the administration of the restrictions, the import licences granted over a recent period and the distribution of such licences among supplying countries; *Provided* that there shall be no obligation to supply information as to the names of importing or supplying enterprises.
 - (b) In the case of import restrictions involving the fixing of quotas, the contracting party applying the restrictions shall give public notice of the total quantity or value of the product or products which will be permitted to be imported during a specified future period and of any change in such quantity or value. Any supplies of the product in question which were en route at the time at which public notice was given shall not be excluded from entry; *Provided* that they may be counted so far as practicable, against the quantity permitted to be imported in the period in question, and also, where necessary, against the quantities permitted to be imported in the next following period or periods; and *Provided* further that if any contracting party customarily exempts from such restrictions products entered for consumption or withdrawn from warehouse for consumption during a period of thirty days after the day of such public notice, such practice shall be considered full compliance with this sub-paragraph.
 - (c) In the case of quotas allocated among supplying countries, the contracting party applying the restrictions shall promptly inform all other contracting parties having an interest in supplying the product concerned of the shares in the quota currently allocated, by quantity or value, to the various supplying countries and shall give public notice thereof.
 4. With regard to restrictions applied in accordance with paragraph 2 (d) of this Article or under paragraph 2 (c) of Article XI, the selection of representative period for any product and the appraisal of any special factors affecting the trade in the product shall be made initially by the contracting party applying the restriction; *Provided* that such contracting party shall, upon the request of any other contracting party having a substantial interest in supplying that product or upon the request of the CONTRACTING PARTIES consult promptly with the other contracting party or the CONTRACTING PARTIES regarding the need for an adjustment of the proportion determined or of the base period selected, or for the reappraisal of the special factors involved, or for the elimination of conditions, formalities or any other provisions established unilaterally relating to the allocation of an adequate quota or its unrestricted utilization.
 5. The provisions of this Article shall apply to any tariff quota instituted or maintained by any contracting party, and, in so far as applicable, the principles of this Article shall also extend to export restrictions.

Article XIX

Emergency Action on Imports of Particular Products

1. (a) If, as a result of unforeseen developments and of the effect of the obligations incurred by a contracting party under this Agreement, including tariff concessions, any product is being imported into the territory of that contracting party in such increased quantities and under such conditions as to cause or threaten serious injury to domestic producers in that territory of like or directly competitive products, the contracting party shall be free, in respect of such product, and to the extent and for such time as may be necessary to prevent or remedy such injury, to suspend the obligation in whole or in part or to withdraw or modify the concession.
- (b) If any product, which is the subject of a concession with respect to a preference, is being imported into the territory of a contracting party in the circumstances set forth in sub-paragraph (a) of this paragraph, so as to cause or threaten serious injury to domestic producers of like or directly competitive products in the territory of a contracting party which receives or received such preference, the importing contracting party shall be free, if that other contracting party so requests, to suspend the relevant obligation in whole or in part or to withdraw or modify the concession in respect of the product, to the extent and for such time as may be necessary to prevent or remedy such injury.

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2. Before any contracting party shall take action pursuant to the provisions of paragraph 1 of this Article, it shall give notice in writing to the CONTRACTING PARTIES as far in advance as may be practicable and shall afford the CONTRACTING PARTIES and those contracting parties having a substantial interest as exporters of the product concerned an opportunity to consult with it in respect of the proposed action. When such notice is given in relation to a concession with respect to a preference, the notice shall name the contracting party which has requested the action. In critical circumstances, where delay would cause damage which it would be difficult to repair, action under paragraph 1 of this Article may be taken provisionally without prior consultation, on the condition that consultation shall be effected immediately after taking such action.
 3. (a) If agreement among the interested contracting parties with respect to the action is not reached, the contracting party which proposes to the action shall, nevertheless, be free to do so, and if such action is taken or continued, the affected contracting parties shall then be free, not later than ninety days after such action is taken, to suspend, upon the expiration is received by the CONTRACTING PARTIES, the application to the trade of the contracting party taking such action, or, in the case envisaged in paragraph 1(b) of this Article, to the trade of the contracting party requesting such action, of such substantially equivalent concession or other obligations under this Agreement the suspension of which the CONTRACTING PARTIES do not disapprove.
(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, where action is taken under paragraph 2 of this Article without prior consultation and causes or threatens serious injury in the territory of a contracting party to the domestic producers of products affected by the action, that contracting party shall, where delay would cause damage difficult to repair, be free to suspend, upon the taking of the action and throughout the period of consultation, such concessions or other obligations as may be necessary to prevent or remedy the injury.

Article XXVIII

Modification of Schedules

1. On the first day of each three-year period, the first period beginning on 1 January 1958 (or on the first day of any other period that may be specified by the CONTRACTING PARTIES by two-thirds of the votes cast) a contracting party (hereafter in this Article referred to as the "applicant contracting party") may, by negotiations and agreement with any contracting party with which such concession was initially negotiated and with any other contracting party determined by the CONTRACTING PARTIES to have a principal supplying interest (which two preceding categories of contracting parties, together with the applicant contracting party, are in this Article hereinafter referred to as the "contracting parties primarily concerned"), and subject to consultation with any other contracting party determined by the CONTRACTING PARTIES to have a substantial interest in such concession, modify or withdraw a concession included in the appropriate Schedule annexed to this Agreement.
2. In such negotiations and agreement, which may include provision for compensatory adjustment with respect to other products, the contracting parties concerned shall endeavour to maintain a general level of reciprocal and mutually advantageous concessions not less favourable to trade than that provided for in this Agreement prior to such negotiations.

- 3. (a) If agreement between the contracting parties primarily concerned cannot be reached before 1 January 1958 or before the expiration of a period envisaged in paragraph 1 of this Article, the contracting party which proposes to modify or withdraw the concession shall, nevertheless, be free to do so and if such action is taken any contracting party with which such concession was initially negotiated, any contracting party determined under paragraph 1 to have a principal supplying interest and any contracting party determined under paragraph 1 to have a substantial interest shall then be free not later than six months after such action is taken, to withdraw, upon the expiration of thirty days from the day on which written notice of such withdrawal is received by the CONTRACTING PARTIES, substantially equivalent concessions initially negotiated with the applicant contracting party.
- (b) If agreement between the contracting parties primarily concerned is reached but any other contracting party determined under paragraph 1 of this Article to have a substantial interest is not satisfied, such other contracting party shall be free, not later than six months after action under such agreement is taken, to withdraw, upon the expiration of thirty days from the day on which written notice of such withdrawal is received by the CONTRACTING PARTIES, substantially equivalent concessions initially negotiated with the applicant contracting party.
- 4. The CONTRACTING PARTIES may, at any time, in special circumstances, authorize a contracting party to enter into negotiations for modification or withdrawal of a concession included in the appropriate Schedule annexed to this Agreement subject to the following procedures and conditions:
 - (a) Such negotiations and any related consultations shall be conducted in accordance with the provisions of paragraphs 1 and 2 of this Article.
 - (b) If agreement between the contracting parties primarily concerned is reached in the negotiations, the provisions of paragraph 3 (b) of this Article shall apply.
 - (c) If agreement between the contracting parties primarily concerned is not reached within a period of sixty days after negotiations have been authorized, or within such longer period as the CONTRACTING PARTIES may have prescribed, the applicant contracting party may refer the matter to the CONTRACTING PARTIES.
 - (d) Upon such reference, the CONTRACTING PARTIES shall promptly examine the matter and submit their views to the contracting parties primarily concerned with the aim of achieving a settlement. If a settlement is reached, the provisions of paragraph 3 (b) shall apply as if agreement between the contracting parties primarily concerned has been reached. If no settlement is reached between the contracting parties primarily concerned, the applicant contracting party shall be free to modify or withdraw the concession, unless the CONTRACTING PARTIES determine that the applicant contracting party has unreasonably failed to offer adequate compensation. If such action is taken, any contracting party with which the concession was initially negotiated, any contracting party determined under paragraph 4 (a) to have a principal supplying interest and any contracting party determined under paragraph 4 (a) to have a substantial interest, shall be free, not later than six months after such action is taken, to modify or withdraw, upon the expiration of thirty days from the day on which written notice of such withdrawal is received by the CONTRACTING PARTIES, substantially equivalent concessions initially negotiated with the applicant contracting party.
- 5. Before 1 January 1958 and before the end of any period envisaged in paragraph 1 a contracting party may elect by notifying the CONTRACTING PARTIES to reserve the right, for the duration of the next period, to modify the appropriate Schedule in accordance with the procedures of paragraphs 1 to 3. If a contracting party so elects, other contracting parties shall have the right, during the same period, to modify or withdraw, in accordance with the same procedures, concessions initially negotiated with that contracting party.

PROCEDURES FOR NEGOTIATIONS UNDER ARTICLE XXVIII

*Guidelines adopted on 10 November 1980
(C/113 and Corr.1)*

1. A contracting party intending to negotiate for the modification or withdrawal of concessions in accordance with the procedures of Article XXVIII, paragraph 1 — which are also applicable to negotiations under paragraph 5 of that Article — should transmit a notification to that effect to the secretariat which will distribute the notification to all other contracting parties in a secret document.¹ In the case of negotiations under paragraph 4 of Article XXVIII the request for authority to enter into negotiations should be transmitted to the secretariat to be circulated in a secret document and included in the agenda of the next meeting of the Council.

2. The notification or request should include a list of items, with corresponding tariff line numbers, which it is intended to modify or withdraw indicating for each item the contracting parties, if any, with which the item was initially negotiated. It should be indicated whether the intention is to modify a concession or withdraw it, in whole or in part, from the schedule. If a concession is to be modified, the proposed modification should be stated in the notification or circulated as soon as possible thereafter to those contracting parties with which the concession was originally negotiated and those which are recognized, in accordance with paragraph 4 below, to have a principal or a substantial supplying interest. The notification or request should be accompanied by statistics of imports of the

products involved, by country of origin, for the last three years for which statistics are available. If specific or mixed duties are affected, both values and quantities should be indicated, if possible.

3. At the same time as the notification is transmitted to the secretariat or when the authorization to enter into negotiations has been granted by the Council — or as soon as possible thereafter — the contracting party referred to in paragraph 1 above should communicate to those contracting parties, with which concessions were initially negotiated, and those which have a principal supplying interest, the compensatory adjustments which it is prepared to offer.

¹ The date for submission of a notification for negotiation under Article XXVIII, paragraph 1, shall comply with the provisions of interpretative note 3 to paragraph 1 of Article XXVIII.

4. Any contracting party which considers that it has a principal or a substantial supplying interest in a concession which is to be the subject of negotiation and consultation under Article XXVIII should communicate its claim in writing to the contracting party referred to in paragraph 1 above and at the same time inform the secretariat. If the contracting party referred to in paragraph 1 above recognizes the claim, the recognition will constitute a determination by the CONTRACTING PARTIES of interest in the sense of Article XXVIII:1.¹ If a claim of interest is not recognized, the contracting party making the claim may refer the matter to the Council. Claims of interest should be made within ninety days following the circulation of the import statistics referred to in paragraph 2 above.
5. Upon completion of each bilateral negotiation the contracting party referred to in paragraph 1 above should send to the secretariat a joint letter on the lines of the model in Annex A² attached hereto signed by both parties. To this letter shall be attached a report on the lines of the model in Annex B² attached hereto. The report should be initialled by both parties. The secretariat will distribute the letter and the report to all contracting parties in a secret document.
6. Upon completion of all its negotiations the contracting party referred to in paragraph 1 above should send to the secretariat, for distribution in a secret document, a final report on the lines of the model in Annex C attached hereto.³
7. Contracting parties will be free to give effect to the changes agreed upon in the negotiations as from the first day of the period referred to in Article XXVIII:1, or, in the case of negotiations under paragraph 4 or 5 of Article XXVIII, as from the date on which the conclusion of all the negotiations have been notified as set out in paragraph 6 above. A notification shall be submitted to the secretariat, for circulation to contracting parties, of the date on which these changes will come into force.
8. Formal effect will be given to the changes in the schedules by means of Certifications in accordance with the Decision of the CONTRACTING PARTIES of 26 March 1980.¹
9. The secretariat will be available at all stages to assist the governments involved in the negotiations and consultations.
10. These procedures are in relevant parts also valid for renegotiations under Article XVIII, paragraph 7, and Article XXIV, paragraph 6.

¹ If, in exceptional circumstances, the contracting party referred to in paragraph 1 above is not in a position to supply relevant import statistics, it shall give due consideration to export statistics provided by contracting parties claiming an interest in the concession or concessions concerned.

² The Annexes are not reproduced.

ภาคผนวก ๖

AGREEMENT

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in the form of an exchange of letters between the European Economic Community and the Republic of Indonesia concerning imports of manioc from Indonesia and from other supplier countries which are members of the General Agreement on tariffs and trade (GATT)

1. On 11 March 1981, the European Economic Community notified the Director-General of GATT of its intention to negotiate a modification of its concession regarding imports of manioc and similar products under Common Customs Tariff subheading 07.06 A.
2. In this respect the European Economic Community and the Republic of Indonesia, in its quality as principal GATT supplier of manioc to the European Economic Community, have agreed to the following:
 - (a) a suspension of the existing binding laid down in schedule LXXII in respect of manioc and similar products under Common Customs Tariff subheading 07.06 A;
 - (b) the European Economic Community, will establish annual tariff quotas for imports of manioc and similar products under Common Customs Tariff subheading 07.06 A from GATT suppliers as follows:

1982	588 235 tonnes
1983	882 355 tonnes
1984	882 355 tonnes
1985	970 590 tonnes
1986	970 590 tonnes

- (c) for imports of manioc from GATT suppliers within the quota limits at 2 (b) above, the import levy will be fixed at a maximum of 6 % *ad valorem*. Imports over and above these limits will be subject to the variable levy foreseen in the European Economic Community common organization of the cereals market;
- (d) on the basis of average imports in the period 1978 to 1980, a minimum of 85 % of the annual quotas at 2 (b) above will be reserved for imports from Indonesia;
- (e) bearing in mind its international rights and obligations, the Community undertakes to ensure that the position of GATT suppliers on the European Economic Community manioc market during the period covered by the present arrangements is not undermined by imports from non-GATT members. In this context the European Economic Community intends to fix an autonomous quota for imports of manioc from non-GATT members who are not already the subject of alternative bilateral arrangements;
- (f) the arrangements at 2 (a), (b), (c), (d) and (e) above will remain in force until 31 December 1986 and shall continue to run for subsequent three-year periods unless denounced by either party at least one year before expiry of the initial period or of any subsequent three-year period. However, before notifying the denunciation of the Agreement, either party will enter into consultations with the other party in order to seek solutions or to agree upon amendments, which would make it possible to continue the Agreement. Furthermore, at the request of either party consultations on trade in manioc may be held if deemed necessary.

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AGREEMENT

In the form of an exchange of letters between the European Economic Community and the Federative Republic of Brazil concerning imports of manioc from Brazil and from other supplier countries which are members of the General Agreement on tariffs and trade (GATT)



1. On 11 March 1981, the European Economic Community notified the Director-General of GATT of its intention to negotiate a modification of its concession regarding imports of manioc and similar products under Common Customs Tariff subheading 07.06 A.

2. In this respect the European Economic Community and the Federative Republic of Brazil, in its quality as direct beneficiary of the existing binding laid down in schedule LXXIII have agreed to the following:

- (a) a suspension of the existing binding laid down in schedule LXXIII in respect of manioc and similar products under Common Customs Tariff subheading 07.06 A;
- (b) the European Economic Community will establish annual tariff quotas for imports of manioc and similar products under Common Customs Tariff subheading 07.06 A from GATT suppliers as follows:

1982	588 235 tonnes
1983	882 355 tonnes
1984	882 355 tonnes
1985	970 590 tonnes
1986	970 590 tonnes

Of the abovementioned quantities, 85 % will be reserved for the principal GATT supplier. The remaining quantity will be available to all other present GATT members.

- (c) for imports of manioc GATT suppliers within the quota limits at 2 (b) above, the import levy will be fixed at a maximum of 6 % *ad valorem*. Imports over and above these limits will be subject to the variable levy foreseen in the European Economic Community common organization of the cereals market;
- (d) bearing in mind its international rights and obligations, the Community undertakes to ensure that the position of GATT suppliers on the European Economic Community manioc market during the period covered by the present arrangements is not undermined by imports from non-GATT members. In this context the European Economic Community intends to fix an autonomous quota for imports of manioc from non-GATT members who are not already the subject of alternative bilateral arrangements;

The arrangements at 2 (a), (b), (c) and (d) above will remain in force until 31 December 1986 and shall continue to run for subsequent three-year periods unless denounced by either party at least one year before expiry of the initial period or of any subsequent three-year period. However, before notifying the denunciation of the Agreement, either party will enter into consultations with the other party in order to seek solutions or to agree upon amendments, which would make it possible to continue the Agreement. Furthermore, at the request of either party, consultations on trade in manioc may be held if deemed necessary.

In the case of accession of new members to the General Agreement on tariffs and trade, the tariff quotas for present GATT members resulting from the provisions of paragraph 2 (b) above will not be undermined.

ภาคผนวก ง



24 December 1985

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Excellency,

I, the undersigned, Vitthya Vejajiva, Ambassador Extraordinary and Plenipotentiary, hereby denounce, upon the instructions of the Government of the Kingdom of Thailand, the Cooperation Agreement between the Kingdom of Thailand and the European Economic Community on Manioc Production, Marketing and Trade done at Brussels on 2 September 1982.

In accordance with Paragraph 2 of Article 9 of the said Agreement, the denunciation shall take effect on 31 December 1986.

With reference to the Memorandum of Understanding as signed on 3 December 1985 by the Minister of Commerce of Thailand and Mr. Andriassen, Vice-President of the EEC Commission concerning the consultations under Article 9 of the present Cooperation Agreement, I have further the honour to confirm the understanding of the Thai Government that both sides agree to work towards the renewal of the Cooperation Agreement, even if either party has resolved to the denunciation procedure indicated in Paragraph 2 of Article 9 of the Cooperation Agreement.

Accept, Excellency, the assurances of my highest consideration.

(Mr. Vitthya Vejajiva)
 Ambassador
 Head of Mission of Thailand
 to the European Communities

H.E. Mr. Frans ANDRIESSEN,
 Vice-President of the Commission
 of the European Communities,
 Rue de la Loi 200,
 1049 Brussels.

On signing the Protocol renewing the Cooperation Agreement between the European Economic Community and the Kingdom of Thailand on Manioc Production, Marketing and Trade, Mr. ANDRIESSEN, Vice-President of the Commission of the European Community and Police-Captain SURAT DSATHANUGRAH, Minister of Commerce of Thailand have agreed to the following minutes :

- 1) The Commission took note of the Thai delegation's declaration that the relevant provision of Article 3 par.(1) of the Protocol which reads "hard pellets resulting from a process in which manioc roots are first reduced to flour/meal before pelletizing" could not be construed as an admission that hard pellets exported by Thailand to the Community were manufactured from manioc flour/meal.
- 2) The Commission, taking into consideration that since entry into force of the Cooperation Agreement Thailand has become a Contracting Party to the General Agreement on Tariffs and Trade, recognises that Thailand is the principal supplier of manioc to the European Community.
- 3) The Thai delegation declares that as long as the Cooperation Agreement remains in force, Thailand will not raise objection against the continuation of the present temporary modification of the binding of tariff item CCT 07.06 A listed in schedule LXXII-EEC.
- 4) It was agreed that should either side decide to terminate the Cooperation Agreement, the relevant provisions of the GATT would apply.

Brussels, 23 May 1986

For the Commission of the
European Community

For the
Government of Thailand

SECRET

No. 123 159

SECRET/259/Add.5
25 April 1986

Original: English

ARTICLE XXVIII:5 NEGOTIATIONS

Schedule LXXII - European Economic Community

Addendum

The following communication dated 22 April 1986 has been received from the Permanent Mission of Thailand.

I have the honour to submit through you the following to the contracting parties:

1. Reference is made to the communication of the European Communities dated 3 March 1986 reproduced in GATT document SECRET/259/Add.4 of 6 March 1986 concerning the temporary suspension of the EEC concession on tariff item CCT 07.06 A.
2. The European Communities concession on tariff item CCT 07.06 A in Schedule LXXII-EEC was temporarily suspended from 1 January 1983 to 31 December 1986 by the joint communication of EEC and Indonesia reproduced in GATT document SECRET/259/Add.2 of 5 August 1982 and by the joint communication of EEC and Brazil reproduced in GATT document SECRET/259/Add.3 of 27 August 1982 which were concluded and addressed to the contracting parties before Thailand became a contracting party of GATT.
3. Before 1982, Thailand exported the products under tariff item CCT 07.06 A to EEC in the following quantities:
 - 1979 = 3,814,730 MT
 - 1980 = 4,920,830 MT
 - 1981 = 5,456,881 MT

Since 1982 and under the bilateral agreement fixing quantitative limit for exports between Thailand and EEC, which is due to expire on 31 December 1986, Thailand has been exporting the products under tariff item CCT 07.06 A as follows:

- 1982 = 7,296,741 MT
- 1983 = 4,964,954 MT
- 1984 = 5,916,084 MT
- 1985 = 4,692,179 MT

Thailand became a contracting party of GATT on 20 November 1982 and Thailand has since been the principal GATT supplier to EEC for the products covered by the EEC tariff concession item CCT 07.06 A.

5. Tariff concession item CCT 07.06 A of Schedule LXXII-EEC is temporarily suspended until 31 December 1986 by the two joint communications addressed to the contracting parties as mentioned in paragraph 2 above. There is no linkage between the period of temporary suspension of the EEC concession in GATT in the joint communications and the automatic extension provided in the lateral agreements between EEC and Indonesia and EEC and Brazil. Therefore, the duration of such temporary suspension shall be governed by the period which EEC, Indonesia and Brazil jointly declared to the contracting parties in the said joint communications. These two joint communications simply provided that the concession be temporarily suspended until 31 December 1986 without reference to any further period thereafter.

A temporary suspension of tariff concession item CCT 07.06 A of Schedule LXXII-EEC for any further period after 31 December 1986 should be effected by the same means and procedure as had brought into effect the temporary suspension between 1 January 1983 to 31 December 1986, i.e. by joint communications addressed to the contracting parties by EEC and all GATT suppliers including Thailand, the principal GATT supplier of the products under this item.

If all the GATT suppliers and EEC agree to the temporary suspension of the tariff concession of item CCT 07.06 A of Schedule LXXII-EEC for a new period, then a tariff quota appearing in the Annex to the GATT document RET/259/Add.4 of 6 March 1986 should be adjusted accordingly.



21 December 1989

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Excellency,

I, the undersigned, Chirasak Moodhitaporn, Charge d'Affaires, a.i., hereby denounce, upon the instructions of the Government of the Kingdom of Thailand, the Cooperation Agreement between the Kingdom of Thailand and the European Economic Community on Manioc Production, Marketing and Trade done at Brussels on 2 September 1982, and the protocol renewing the said Agreement.

In accordance with paragraph 2 of Article 1 of the protocol renewing the said Agreement, the denunciation shall take effect on 31 December 1990.

With reference to the Agreed Minutes signed on 15 December 1989 by His Excellency Dr. Subin Pinkayan, Minister of Commerce of Thailand and Mr. Ray MacSharry, EC Commissioner for Agriculture and Rural Development concerning the consultations under para 3, Article 1 of the protocol renewing the said Agreement, I have further the honour to confirm the understanding of the Government of the Kingdom of Thailand that the two sides noted that it was not yet possible to come to an agreement at this moment and that either side may resort to the procedure provided for in paragraph 2 of Article 1 of the protocol renewing the Cooperation Agreement in order to deal with the time constraints stipulated in this Article. However, both sides agreed to work towards the resolution of the differences, even if either party has resorted to the procedure indicated above, and that both sides, therefore, agreed to continue the consultations under article 1 of the Protocol.

Accept, Excellency, the assurances of my highest consideration.

Chirak Moodhitaporn

(Chirasak Moodhitaporn)
Charge d'Affaires, a.i.

His Excellency Mr. Ray MacSharry,
The EC Commissioner for Agriculture and Rural Development,
The Commission of the European Communities,
BRUSSELS.

received original copy



No. 1480/2532

PERMANENT MISSION OF THAILAND
GENEVA

22 December 1989.

Sir,

I have the honour to submit through you the following to the Contracting Parties:-

1. Reference is made to the communication of the delegation of the Commission of the European Communities reproduced in documents SECRET/259/Add. 4 of 6 March 1986 and SECRET/259/Add.4/Corr.1 of 27 March 1986, and the communication of the Permanent Mission of Thailand reproduced in document SECRET/259/Add.5 of 25 April 1986, concerning the temporary suspension of the FFA concerning an tariff item No. 07.06A provided for in Schedule LXXII-EEC.

2. Thailand became a contracting party to the GATT on 20 November 1982. Since then, and under the Co-operation Agreement between the Kingdom of Thailand and the European Economic Community on Manioc Production, Marketing and Trade done on 2-September-1982 which is renewed by the Protocol done on 23 May 1986, Thailand has been exporting the products under tariff item No.07.06A to EEC as follows:

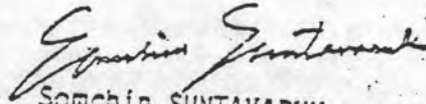
1982	7,296,741	metric tonnes.
1983	4,964,954	metric tonnes
1984	5,916,084	metric tonnes
1985	4,692,179	metric tonnes
1986	4,830,026	metric tonnes
1987	5,498,888	metric tonnes
1988	5,499,633	metric tonnes

Mr. Arthur Dunkel
Director-General
GATT
Centre William Rappard
154, rue de Lausanne
1211 GENEVE 21

3. Since its accession to the GATT, Thailand has become the principal GATT supplier to EEC for the products under tariff item No.07.06A. This is recognised in the agreed minutes done between the European Community and Thailand on 23 May 1986.

4. Thailand maintains its position that there is no automaticity in the extension of the temporary suspension of the EEC concession beyond the current limit of 31 December 1989 as specified in document SECRET/259/Add.4 and Corr.1. Any such extension must receive the concurrence of all GATT suppliers including Thailand as the principal supplier to EEC for products under this tariff item.

Accept, Sir, the assurances of my highest consideration.



Somchit SUNTAVARUK

Deputy Permanent Representative of Thailand
to GATT

for Permanent Representative of Thailand
to GATT

Received original copy on 22 December 1989

Office of the Director-General
H.A. Redeker.

ภาคผนวก ๑

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CO-OPERATION AGREEMENT
BETWEEN THE KINGDOM OF THAILAND AND
THE EUROPEAN ECONOMIC COMMUNITY
ON MANIOC PRODUCTION, MARKETING
AND TRADE

THE GOVERNMENT OF THE KINGDOM OF THAILAND,
on the one hand,

THE COUNCIL OF THE EUROPEAN COMMUNITIES,
on the other hand,

RECOGNIZING the dependence of Thailand's economy on the production of manioc and its export to the Community and the problems on the Community market arising from the increasing imports of manioc,

CONSCIOUS that manioc production in Thailand is concentrated in the poorest and most politically sensitive areas,

TAKING into account the objectives of agricultural development and crop diversification in Thailand and the common interest of stabilizing the manioc markets in Thailand and the Community,

AFFIRMING their willingness to co-operate on matters concerning manioc production, marketing and trade on the basis of mutual benefit,

CONSCIOUS that such co-operation should be realized in a progressive and pragmatic way,

HAVE DECIDED to conclude a Co-operation Agreement on Manioc Production, Marketing and Trade and to this end have designated as their plenipotentiaries:

THE GOVERNMENT OF THE KINGDOM OF THAILAND:

H.E. Mr Punnamee PUNSRI,
Minister of Commerce;

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Mr Poul DALSGER,
Member of the Commission of the European Communities;

WHO, having exchanged their Full Powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Taking into account the objectives of agricultural development and crop diversification in Thailand and of stabilizing the manioc markets in Thailand and the Community, Thailand undertakes to manage its exports of manioc within the subheading 07.06 A of the Common Customs Tariff to the Community during the five-year period from 1982 to 1986, divided in such a way as to ensure that these exports do not exceed quantities agreed between Thailand and the Community.

For the year 1982 the export quantity shall be 5 million tonnes.

Phase I

For the years 1983 and 1984, export quantities shall be:

- a) 5.0 million tonnes per year, and
- b) an additional quantity of not more than 10% of the annual quantity mentioned in subparagraph a) which shall be allowed for this two-year period and which may be utilized in full, either wholly in one year or partially in both years, in order to accommodate the usual fluctuation in the production of primary commodities and to facilitate the stabilization of manioc markets in Thailand and the Community.

Phase II

For the years 1985 and 1986 export quantities shall be:

- a) 4.5 million tonnes per year, and
- b) an additional quantity of not more than 10% of the annual quantity mentioned in subparagraph a) which shall be allowed for this two-year period and which may be utilized in full, either wholly in one or partially in both years, in order to accommodate the usual fluctuation in the production of primary commodities and to facilitate the stabilization of manioc markets in Thailand and the Community.

It is understood that the quantities referred to in this article shall not cover quantities in transit or re-exported to destinations outside the Community, or those subject to inward processing arrangements.

ARTICLE 2

If serious additional balance of payments difficulties due to the control of exports of manioc, or major difficulties in the sensitive manioc production regions arise in Thailand, or if serious difficulties arise on the Community's markets for agricultural products, the two parties shall enter into consultation with a view to establishing whether such difficulties exist and, if necessary, shall agree on appropriate measures to be ~~applied~~ for the duration of these difficulties.

ARTICLE 3

The Community undertakes to limit the levy applicable to imports of manioc covered by the agreement to a maximum amount of 6% ad valorem and to ensure that Thailand enjoys MFN treatment with respect to the rate of the levy. For the agreed quantities, the other import conditions shall be those existing under the present GATT binding.

ARTICLE 4

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Taking into account its international rights and obligations, the Community shall take appropriate measures to ensure that Thailand's position on the Community manioc market during the period covered by the agreement will not be significantly undermined by a substantial increase in the quantities of manioc imported from other countries. In this context the Community will also bear in mind the importance of imports of carbohydrate products which could compete directly with manioc.

ARTICLE 5

Thailand shall ensure that the quantities covered by the agreement do not exceed the limits specified therein by ensuring that export certificates are not issued for any amount beyond such limits.

For its part, the Community shall undertake to adopt all necessary provisions to issue import licences for the products referred to above originating in Thailand; subject to the presentation of an export certificate, issued by the competent authority designated by the Thai Government. The import licence shall be issued within 7 days of such presentation.

The date of issue of export certificates shall determine the year to which the quantities shipped are to be attributed.

The competent authorities of both parties shall periodically exchange information necessary for verifying the actual quantities exported and imported so as to facilitate the implementation of the agreement.

ARTICLE 6

The Community shall do its utmost to provide assistance for projects aimed at rural development and crop diversification in Thailand, and particularly in the poorest cassava-producing regions of the country. It is to be understood that projects under crop diversification shall also include research projects on the marketing of diversified crops as well as on the utilization of manioc.

In providing this assistance, the Community shall, apart from its ~~own~~ financial resources, seek the co-operation of other bilateral and multilateral donors, including, in particular, Member States of the Community.

The Community shall also consider means of promoting the realization of mutually advantageous projects relating to diversification of agricultural production.

ARTICLE 7

When the proper functioning of this agreement so requires meetings shall be held at ministerial level between the Government of the Kingdom of Thailand and the Commission of the European Communities.

A permanent joint working group shall be set up, composed of representatives of the Community and of Thailand.

The group shall ensure that the agreement is being properly applied and is functioning smoothly.

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It shall review regularly the progress of rural development and crop diversification in Thailand as well as the trends of production, trade and consumption of manioc in Thailand, the Community and the world, and market developments of carbohydrate products directly competitive with manioc.

The group shall discuss any matter relating to the application of the agreement that may be put forward by either party and shall recommend appropriate solutions to the competent authorities.

Meetings of the group shall be held as often as is found necessary, and in any case at least once a year, at a time and place to be agreed.

ARTICLE 8

This Agreement shall apply to the territories, in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in the said Treaty, on the one hand and to the territories of the Kingdom of Thailand, on the other hand.

ARTICLE 9

The agreement is concluded for the period running from 1 January 1982 to 31 December 1986.

It shall continue to run for subsequent three-year periods based on the quantities established for 1985 and 1986 if it is not denounced by either party at least one year before expiry of the initial five-year period or of any subsequent three-year period.

However, before notifying the denunciation of the agreement, either party should enter into consultation with the other party in order to seek solutions or to agree upon amendments, which would make it possible to continue the agreement.

ARTICLE 10

This Agreement is drawn up in two copies in the Thai, Danish, Dutch, English, French, German, Greek and Italian languages, each text being equally authentic.

For the Government of the Kingdom of Thailand
For regeringen for kongeriget Thailand
Für die Regierung des Königreichs Thailand
Ἡ Κυβέρνηση τοῦ Βασιλείου τῆς Ταϊλάνδης
Pour le Gouvernement du Royaume de Thaïlande
Per il Governo del Regno di Thailandia
Voor de Regering van het Koninkrijk Thailand

P. P. S.

For the Council of the European Communities
For Rådet for De europæiske Fællesskaber
Für den Rat der Europäischen Gemeinschaften
Γιὰ τὸ Συμβούλιο τῶν Εὐρωπαϊκῶν Κοινοτήτων
Pour le Conseil des Communautés européennes
Per il Consiglio delle Comunità Europee
Voor de Raad van de Europese Gemeenschappen


Paul DALSAGER

PROTOCOL
RENEWING THE CO-OPERATION AGREEMENT BETWEEN
THE KINGDOM OF THAILAND
AND THE EUROPEAN ECONOMIC COMMUNITY
ON MANIOC PRODUCTION, MARKETING AND TRADE

THE GOVERNMENT OF THE KINGDOM OF THAILAND,
on the one hand,

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THE COUNCIL OF THE EUROPEAN COMMUNITIES,
on the other hand,

HAVING held, at the request of the Government of the Kingdom of Thailand, consultations under Article 9 of the Co-operation Agreement between the Kingdom of Thailand and the European Economic Community on manioc production, marketing and trade, hereinafter referred to as the Co-operation Agreement,

TAKING into consideration the fact that, since entry into force of the Co-operation Agreement, the Kingdom of Thailand has become a contracting party to the General Agreement on Tariffs and Trade (GATT),

RECOGNIZING that the Co-operation Agreement has been properly applied,

TAKING into account that not all the objectives of agricultural development and diversification could be realized in Thailand in the course of the initial five-year period and that, therefore, efforts in this context should be pursued, including, if necessary, examination at Ministerial level,

AFFIRMING their willingness to maintain the Co-operation Agreement in force,

HAVE DECIDED to renew the Co-operation Agreement as supplemented and amended in respect of the relevant provisions of its Articles 1, 3 and 9 by this protocol and to this end have designated as their plenipotentiaries:

THE GOVERNMENT OF THE KINGDOM OF THAILAND:

Police Captain Surat OSATHANUGRAH,
Minister of Commerce;

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Frans ANDRIESSEN,
Vice-President of the Commission of the European Communities;

WHO, having exchanged their Full Powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

The Co-operation Agreement shall be extended for a four-year period starting on 1 January 1987.

It shall thereafter continue to apply for subsequent four-year periods based on the quantities established for the four-year period 1 January 1987 to 31 December 1990 if it is not denounced by either party at least one year before expiry of the initial or any subsequent four-year period. A denunciation will take effect at the end of the four-year period in which it has been notified.

However, before notifying the denunciation of the agreement, either party should enter into consultation with the other party in order to seek solutions or to agree upon amendments, which would make it possible to maintain the Co-operation Agreement in force. 178

ARTICLE 2

1. For the four-year period 1 January 1987 to 31 December 1990 and for each subsequent four-year period the total export quantity shall be 21 million tonnes for each period. However, exports shall not exceed a total of 5,5 million tonnes in any one year.

2. In order to maintain a continuity of supply of manioc between the years 1986 and 1987 and between subsequent extensions starting in 1991, and subject to the annual maximum quantity as specified in paragraph 1 above, export certificates to cover an additional quantity of up to 500 000 tonnes may be issued for export by Thailand in the last quarter of 1986, 1990 and in the final year of any subsequent four-year period. This quantity will be charged against the export quantity determined for the immediately following four-year period.

ARTICLE 3

1. For the agreed quantities the European Economic Community will continue to apply a maximum import levy of 6% ad valorem to manioc roots and products as imported at present under the Co-operation Agreement, which includes those hard pellets resulting from a process in which manioc roots are first reduced to flour/meal before pelletizing. It is recognized that technological improvements in the processing of manioc for the purpose of facilitating its transportation and/or of solving environmental problems should be kept under review in the joint working group set up by Article 7 of the Co-operation Agreement.

2. The provisions in paragraph 1 will not be prejudiced by entry into force of the new harmonized system of tariff classification.

3. The provisions embodied in this Article do not however affect or prejudice the future definition of either:

(a) the products covered by the Community's initial GATT binding, which is at present suspended; or

(b) those products covered by the present GATT arrangements, consisting in a temporary suspension of the Community's GATT binding, which has been replaced by a tariff quota.

4. Any future definition or interpretation of the Community's GATT binding or temporary suspension arrangements specified in paragraph 3 shall not affect the Co-operation Agreement.

ARTICLE 4

This Protocol shall be drawn up in two copies in the Thai, Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each text being equally authentic.



PROTOCOL
RENEWING THE CO-OPERATION AGREEMENT BETWEEN
THE KINGDOM OF THAILAND
AND THE EUROPEAN ECONOMIC COMMUNITY
ON MANIOC PRODUCTION,
MARKETING AND TRADE

P/TH/CEE/en 1

THE GOVERNMENT OF THE KINGDOM OF THAILAND,

of the one part,

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the other part.

HAVING REGARD to the consultations requested by the Government of the Kingdom of Thailand under Article 1 of the Protocol, signed on 23 May 1986, renewing the Co-operation Agreement between the European Economic Community and the Kingdom of Thailand on manioc production, marketing and trade, hereinafter referred to as the "Co-operation Agreement";

TAKING into consideration the fact that, since the entry into force of the Co-operation Agreement, the Kingdom of Thailand has become a Contracting Party to the General Agreement on Tariffs and Trade (GATT);

RECOGNIZING that the Co-operation Agreement has been properly applied;

TAKING into account that not all the objectives of agricultural development and diversification could be realised in Thailand in the course of the initial nine-year period and that, therefore, efforts in this context should be pursued, including, if necessary, examination at ministerial level;

AFFIRMING their willingness to continue the Co-operation Agreement;

HAVE DECIDED to renew the Co-operation Agreement as supplemented and amended in respect of the relevant provisions of its Articles 1, 3, 6 and 9 by this Protocol and to this end have designated as their Plenipotentiaries:

THE GOVERNMENT OF THE KINGDOM OF THAILAND:

Amaret Sila-on,
Minister of Commerce;

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Ray MAC SHARRY,
Member of the Commission of the European Communities;

WHO, having exchanged their Full Powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

The Co-operation Agreement shall be extended for another four-year period starting on 1 January 1991.

It shall thereafter continue to apply for subsequent four-year periods based on the quantities established for the four-year period 1 January 1991 to 31 December 1994, unless denounced by either party at least one year before the expiry of the initial or any subsequent four-year period. A denunciation will take effect at the end of the four-year period in which it has been notified.

However, before notifying the denunciation of the Agreement, either party should enter into consultation with the other party with a view to finding mutually acceptable solutions or to agreeing upon amendments, which would make it possible to maintain the Co-operation Agreement in force.

ARTICLE 2

1. For the four-year period 1 January 1991 to 31 December 1994 and for each subsequent four-year period the total export quantity shall be 21 million tonnes for each period. However, exports shall not exceed a total of 5 750 000 tonnes in any one year.

2. In order to maintain a continuity of supply of manioc between the years 1990 and 1991 and between subsequent extensions starting in 1995 and subject to the annual maximum quantity as specified in paragraph 1, export certificates to cover an additional quantity of up to 750 000 tonnes may be issued for export by the Kingdom of Thailand in the last six months of 1990 and of up to 650 000 tonnes in the last six months of 1994 and in the final year of any subsequent four-year period.

This quantity will be charged against the export quantities determined for the four-year period immediately following.

ARTICLE 3

1. For the agreed quantities the Community will continue to apply a maximum import levy of 6% ad valorem to manioc roots and products imported at present under the Co-operation Agreement, which includes those hard pellets resulting from a process in which manioc roots are first reduced to flour-meal before pelletizing. It is recognized that technological improvements in the processing of manioc for the purpose of facilitating its transportation and/or of solving environmental problems should be kept under review in the joint working group set up by Article 7 of the Co-operation Agreement.

2. The provisions in paragraph 1 will not be prejudiced by the entry into force of the new harmonized system of tariff classification.

3. The provisions embodied in this Article do not, however, affect or prejudice the future definition of either:

(a) the products covered by the Community's initial GATT binding, which is at present suspended; or

(b) those products covered by the present GATT arrangements, consisting of a temporary suspension of the Community's GATT binding, which has been replaced by a tariff quota.

4. Any future definition or interpretation of the Community's GATT binding or the temporary arrangements specified in paragraph 3 shall not affect the Co-operation Agreement.

ARTICLE 4

The Community confirms that the assistance provided for under Article 6 of the Co-operation Agreement will be continued.

ARTICLE 5

This Protocol is drawn up in two copies in the Thai, Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each text being equally authentic.

ประวัติผู้เขียน

นายสมสกุล จันทรสุตฺร เกิดวันที่ 22 ธันวาคม 2506 ที่กรุงเทพมหานคร สำเร็จการศึกษาชั้นมัธยมศึกษาตอนปลายจากโรงเรียนเตรียมอุดมศึกษา และสำเร็จการศึกษานิติศาสตรบัณฑิตจากมหาวิทยาลัยธรรมศาสตร์ เมื่อ พ.ศ. 2528 และเข้าศึกษาต่อในหลักสูตรนิติศาสตรมหาบัณฑิตที่จุฬาลงกรณ์มหาวิทยาลัย หลังจากสำเร็จการศึกษานิติศาสตรบัณฑิตแล้ว ได้ประกอบวิชาชีพเป็นทนายความประจำสำนักงานทนายความชวน หลีกภัย ตั้งแต่ปี 2528-2529 เป็นนิติกร กองนิติการกระทรวงสาธารณสุข ตั้งแต่ปี 2529-2530 เป็นพนักงานแก้ไขหนี้ฝ่ายหนี้สินและหลักทรัพย์ ธนาคารกสิกรไทย จำกัด ตั้งแต่ปี 2530-2531 เป็นนิติกรประจำ บริษัท สุรินทร์ ออมซ่า เคมิคอล (ประเทศไทย) จำกัด ตั้งแต่ปี 2531-2532 และเป็นที่ปรึกษากฎหมายประจำบริษัท เอ็นส์ที แอนด์ ยัง จำกัด ตั้งแต่ปี 2532-2534

