

N° 3596.

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**ALLEMAGNE ET SUÈDE**

Accord concernant le régime des  
paiements. Signé à Berlin, le  
22 décembre 1934.

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**GERMANY AND SWEDEN**

Agreement regarding Clearing Trans-  
actions. Signed at Berlin, Decem-  
ber 22nd, 1934.

## TEXTE ALLEMAND. — GERMAN TEXT.

N<sup>o</sup> 3596. — ABKOMMEN<sup>1</sup> ÜBER DEN DEUTSCH-SCHWEDISCHEN VERRECHNUNGSVERKEHR (VERRECHNUNGSABKOMMEN). GEZEICHNET IN BERLIN, AM 22. DEZEMBER 1934.

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*Textes officiels allemand et suédois communiqués par le ministre des Affaires étrangères de Suède.  
L'enregistrement de cet accord a eu lieu le 29 janvier 1935.*

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DIE DEUTSCHE UND DIE KÖNIGLICH SCHWEDISCHE REGIERUNG haben zur Erleichterung des gegenseitigen Zahlungsverkehrs folgendes vereinbart :

*Artikel 1.*

Der Zahlungsverkehr zwischen Deutschland und Schweden wird, soweit es sich um die in Artikel 2 aufgeführten Zahlungsverpflichtungen handelt, in Deutschland ausschliesslich durch Vermittlung der Deutschen Verrechnungskasse, Berlin, und in Schweden ausschliesslich durch Vermittlung der Schwedischen Clearingbehörde, „Clearingnämnden“, Stockholm, abgewickelt.

*Artikel 2.*

Unter die Bestimmungen dieses Abkommens fallen folgende Verbindlichkeiten deutscher Schuldner gegenüber schwedischen Gläubigern und schwedischer Schuldner gegenüber deutschen Gläubigern :

1. Zahlungen aus der Einfuhr deutscher Waren nach Schweden und schwedischer Waren nach Deutschland ;
2. Zahlungen für Nebenkosten, die in Verbindung mit dem deutsch-schwedischen Warenverkehr entstehen, insbesondere für Zölle, See- und Bahnfrachten und Provisionen ;
3. Zahlungen für Bauleitungs- und Montagekosten sowie für in Verbindung damit stehende Löhne, Gehälter und Auslagen ;
4. Zahlungen für Patentgebühren sowie — vorbehaltlich der Möglichkeit besonderer Prüfung im Einzelfalle — für Lizenzen und ähnliche ideelle Leistungen (z. B. Urheberrechte, Filmmieten) ;
5. Die Bezahlung der Salden, die sich aus der ausserhalb dieses Abkommens erfolgenden Verrechnung der Verwaltungen im deutsch-schwedischen Post-, Telegraphen- und Eisenbahnverkehr ergeben ;
6. Nach besonderer Vereinbarung der beiderseits zuständigen Stellen Zahlungen für sonstige in Verbindung mit dem deutsch-schwedischen Handelsverkehr stehenden Kosten.

Verbindlichkeiten aus der Einfuhr von Waren (Abs. 1 Ziff. 1) fallen auch dann unter die Bestimmungen dieses Abkommens, wenn die Verpflichtung gegenüber Personen in einem dritten

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<sup>1</sup> Entré en vigueur le 1<sup>er</sup> janvier 1935.

## TEXTE SUÉDOIS. — SWEDISH TEXT.

N<sup>o</sup> 3596. — ÖVERENSKOMMELSE<sup>1</sup> ANGÅENDE DET SVENSK-TYSKA BETALNINGSUTBYTET (AVRÄKNINGSÖVERENSKOMMELSE). UNDERTECKNAD I BERLIN, DEN 22. DECEMBER 1934.

*German and Swedish official texts communicated by the Swedish Minister for Foreign Affairs. The registration of this Agreement took place January 29th, 1935.*

KUNGL. SVENSKA REGERINGEN OCH TYSKA REGERINGEN hava, i syfte att underlätta det ömsesidiga betalningsutbytet, överenskommit om följande :

*Artikel 1.*

Betalningsutbytet mellan Sverige och Tyskland skall, i vad angår de i artikel 2 angivna betalningsförpliktelser, fullgöras uteslutande genom förmedling av, i Sverige vederbörande svenska clearingmyndighet « Clearingnämnden », Stockholm, och i Tyskland tyska avräkningskassan, Berlin.

*Artikel 2.*

Under bestämmelserna i denna överenskommelse falla följande svenska gäldenärens förpliktelser gentemot tyska borgenärer och tyska gäldenärens förpliktelser gentemot svenska borgenärer :

1. Betalningar härrörande ur införseln av svenska varor till Tyskland och tyska varor till Sverige ;
2. Betalningar för omkostnader, vilka uppstå i samband med det svensk-tyska varuutbytet, särskilt för tullar, sjö- och järnvägsfrakter och provisioner ;
3. Betalningar för entreprenads- och montagekostnader, ävensom i samband därmed stående löner och utgifter ;
4. Betalningar för patentavgifter liksom — under förbehåll för eventuell särskild prövning i varje onskilt fall — även för licenser och liknande ideella prestationer (t. ex. ideell äganderätt, filmhyror) ;
5. Betalning av de behållningar, som uppstå vid utanför denna överenskommelse skeende avräkning mellan förvaltningarna i den svensk-tyska post-, telegraf- och järnvägstrafiken ;
6. Efter särskild överenskommelse mellan vederbörande myndigheter å ömse sidor betalningar för andra kostnader, som stå i samband med det svensk-tyska handelsutbytet.

Förbindelser härrörande ur varuinförseln (mom 1 st. 1) falla under bestämmelserna i denna överenskommelse även då förpliktelsen består gentemot personer i ett tredje land. För att icke

<sup>1</sup> Came into force January 1st, 1935.

*Artikel 7.*

De båda fördragsslutande regeringarna förplikta sig att på ett verksamt sätt övervaka, att respektive lands importörer verkställa sina betalningar enligt bestämmelserna i denna överenskommelse och att försäljning av varor från det ena till det andra landet icke sker genom ett tredje land i syfte att clearinginbetalningarna därigenom skola undgås.

*Artikel 8.*

I syfte att underlätta betalningsutbytet kunna vederbörande myndigheter å ömse sidor efter inbördes överenskommelse och i lämpliga fall lämna modgivande till omedelbar avräkning mellan de fordringar, som skola betalas genom avräkningsförfarandet och förpliktelser härrörande ur provisioner, affärsresekostnader och andra härför lämpliga i gäldenärens land uppkomna kostnader.

*Artikel 9.*

Endast de gäldenärer äro berättigade att verkställa inbetalning hos tyska avräkningskassan, vilka härtill erhållit tillstånd (valutaattest) av vederbörande tyska övervakningseller valutaställe.

*Artikel 10.*

Direkt avräkning av ömsesidiga, ur det svensk-tyska varuutbytet härrörande fordringar mellan de båda parterna kan ondast äga rum efter tillstånd av vederbörande myndigheter å ömse sidor.

*Artikel 11.*

Efter överenskommelse mellan vederbörande myndigheter å ömse sidor kan i särskilda fall betalning av tysk varuutförsel till Sverige delvis få fullgöras medelst creditspärmark eller registermark.

*Artikel 12.*

Tyska regeringen kommer att, i den mån så överhuvud må vara möjligt, ställa valutor till förfogande för att möjliggöra betalning av sjöfrakter å svenska fartyg. Vid tilldelning av valuta för sjöfrakter kommer tyska regeringen att tillerkänna svenska, fartygs frakter en lika gynnsam behandling som den, vilken må tillkomma frakter för fartyg från något som helst annat land.

*Artikel 13.*

De regeringskommissioner, vilka utsetts av de båda regeringarna enligt protokollet<sup>1</sup> av den 28 augusti 1934, hava till uppgift att i ständig emedelbar kontakt med varandra behandla de frågor, som stå i samband med genomförandet av denna överenskommelse eller eljest med betalnings- och varuutbytet mellan de båda länderna.

*Artikel 14.*

Denna överenskommelse träder i kraft den 1 januari 1935.

Om vid överenskommelsens ikraftträdande betalningar verkställts till clearingnämnden eller till tyska avräkningskassan, skall med de sålunda inbetalda beloppen förfaras i enlighet med bestämmelserna i denna överenskommelse. Skulle det hittillsvarande förhållandet mellan den tyska utförseln till Sverige och den svenska utförseln till Tyskland väsentligt ändras i strid mot de förutsättningar, under vilka denna överenskommelse avslutats, eller skulle resultatet av inbetal-

<sup>1</sup> Volume CLIV, page 249, of this Series.

<sup>1</sup> TRANSLATION.

No. 3596. — AGREEMENT REGARDING CLEARING TRANSACTIONS  
BETWEEN GERMANY AND SWEDEN. SIGNED IN BERLIN,  
DECEMBER 22ND, 1934.

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THE GERMAN GOVERNMENT and THE ROYAL SWEDISH GOVERNMENT, being desirous of facilitating payment transactions between the two countries, have agreed as follows :

*Article 1.*

Payment transactions between Germany and Sweden in fulfilment of obligations of the kind specified in Article 2 shall be effected exclusively through the intermediary of the Deutsche Verrechnungskasse, Berlin, in Germany and the Swedish clearing authority, the Clearingnämnd, Stockholm, in Sweden.

*Article 2.*

The provisions of the present Agreement shall apply to obligations involving payments by German debtors to Swedish creditors or Swedish debtors to German creditors as follows :

(1) Payments in connection with the importation of German goods to Sweden or Swedish goods to Germany ;

(2) Payments for accessory costs in connection with goods transactions between Germany and Sweden, such as Customs, shipping and rail freights and commissions ;

(3) Payments for charges in connection with costs of administration or assemblage, including wages, salaries and other outlay in connection therewith ;

(4) Payments for patent fees and — subject always to special treatment in individual cases — for licences and similar payments in virtue of considerations of other than a material kind (such as payments in respect of copyright, film leases) ;

(5) Payment of the balances arising outside the present Agreement in connection with the clearing of the accounts of the German and Swedish Postal, Telegraph and Railway Administrations in respect of postal, telegraph and railway traffic between the two countries ;

(6) Payments, by special arrangement between the competent authorities in both countries, in respect of other charges in connection with the trade between Germany and Sweden.

The applicability of the provisions of the present Agreement to obligations in connection with the importation of goods (sub-paragraph No. 1 of paragraph 1 above) shall extend to the case of obligations in the same connection towards parties in a third country. Having regard to the trade relations thereby established, and with a view to avoiding disturbance of these relations, payment in such cases may be made in the form of direct remittance to the seller in the third country of that part of the payment which represents the transport costs incurred and the trading profit earned

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<sup>1</sup> Translated by the Secretariat of the League of Nations, for information.

by the latter, leaving the balance to be transferred to the producer of the goods in the other contracting country through the clearing. Provision may at the same time be made to enable the seller in the third country to name a representative in the country receiving the goods to whom the whole value of the goods is to be paid with instructions to make appropriate division of the amount involved and pay in to the clearing the portion appertaining to the producer of the goods.

In doubtful cases, the Deutsche Verrechnungskasse and the Clearingnämnd shall come to an agreement as to the treatment of particular payments as payments within the meaning of this Article.

#### *Article 3.*

Debtors who have payments to make to Sweden in reichsmarks in fulfilment of obligations of the kinds specified in Article 2 must make payment of the amounts owing on maturity to the Deutsche Verrechnungskasse. Where the debt obligation is expressed in a currency other than the reichsmark, the debtor must pay the reichsmark equivalent of the amount owing on maturity, converted at the latest published middle rate of the Berlin Stock Exchange, to the Deutsche Verrechnungskasse. The reichsmark amounts paid in to the Deutsche Verrechnungskasse shall be converted by the latter into Swedish crowns at the latest published middle rate of the Berlin Stock Exchange and notified to the Clearingnämnd accordingly. The corresponding amounts in crowns shall be credited by the Clearingnämnd to the Swedish creditors.

Debtors who have payments to make to Germany in Swedish crowns in fulfilment of obligations of the kinds specified in Article 2 must make payment of the amounts owing on maturity to the Clearingnämnd. Where the debt obligation is in reichsmarks, the debtor must pay to the Clearingnämnd the Swedish crown equivalent of the amount owing, converted at the latest published clearing rate for reichsmarks quoted in Stockholm. Where the debt obligation is in a currency other than the reichsmark, the debtor must pay to the Clearingnämnd the Swedish crown equivalent, converted at the latest published sight selling rate quoted in Stockholm. Payments to be made into an account to be known as the " German-Swedish Clearing Account Stockholm ".

The sums accumulated in the two countries shall not carry interest.

#### *Article 4.*

" Swedish goods " and " German goods ", within the meaning of Article 2, paragraph 1, subparagraph 1, shall be deemed to mean such goods as have either been produced in Germany or Sweden, as the case may be, or have undergone considerable finishing or transforming treatment therein. Other goods of whatever kind, including goods in transit only, shall not come under the clearing.

#### *Article 5.*

Payment obligations arising out of Swedish payments into the Clearingnämnd shall be met by the Deutsche Verrechnungskasse, and payment obligations arising out of German payments into the Deutsche Verrechnungskasse shall be met by the Clearingnämnd, as and when the necessary funds become available and in the chronological order in which the amounts have been paid in, save in so far as the two Governments or the authorities empowered by them for the purpose may make other arrangements in special cases in regard to the order of payment.

#### *Article 6.*

Debtors discharge their obligations by the payments they make into the Deutsche Verrechnungskasse or the Clearingnämnd, as the case may be.

*Article 7.*

The two contracting Governments undertake to take effective action to ensure that importers in their respective countries effect their payments in accordance with the provisions of the present Agreement, and to prevent the sale of goods by one country to the other through the intermediary of a third country as a means of evading the clearing.

*Article 8.*

To facilitate payments, the competent authorities in the two countries may agree in appropriate cases to allow direct clearing of claims arising in connection with transactions coming under the clearing system, including obligations in respect of commissions, travelling expenses incurred for business purposes, and other like expenditure incurred in the country of the debtor party.

*Article 9.*

Payments into the Deutsche Verrechnungskasse may be made only by debtors who have received permission to do so by means of a foreign exchange certificate (*Devisenbescheinigung*) issued by the competent German control authority or foreign exchange authority.

*Article 10.*

Direct clearing by the parties concerned of reciprocal claims arising in connection with goods transactions between Germany and Sweden shall be permissible only with the assent of the competent authorities in both countries.

*Article 11.*

Part-payment of German exports to Sweden in blocked credit marks (*Kreditsperrmark*) or registered marks (*Registermark*) may be permitted in special cases by agreement of the competent authorities in both countries.

*Article 12.*

The German Government will make foreign exchange available, as far as possible, for the payment of shipping freights on Swedish bottoms. In the allocation of foreign exchange for shipping freights, the German Government will accord as favourable treatment to the freights of Swedish vessels as to the freights of maritime vessels of any other country.

*Article 13.*

It shall be the duty of the Government Committees set up by the two Governments in accordance with the Protocol of August 28th, 1934, to deal, in permanent direct consultation with one another, with all questions relating to the application of the present Agreement or otherwise connected with payments or goods transactions between the two countries.

*Article 14.*

The present Agreement shall come into force on January 1st, 1935. If on its coming into force payments have been made into the Deutsche Verrechnungskasse or the Clearingnämnd, the provisions of the present Agreement shall be applicable to the sums so paid in.

If, notwithstanding the presumptions on which the present Agreement has been concluded, the ratio hitherto prevailing between German exports to Sweden and Swedish exports to Germany should undergo any substantial change, or if the result of the payments into the clearing should materially differ from the expectations of the Contracting Parties when concluding the present Agreement, or if any other substantial changes should come about in the conditions on the basis of which the present Agreement has been concluded, either Contracting Party shall be entitled to denounce the Agreement as from the end of any calendar month by giving fourteen days' notice.

If the Agreement ceases to be valid as a result of denunciation, obligations which have arisen before such denunciation in connection with transactions coming under the clearing shall continue after the termination of the Agreement to be met by payments into the clearing in accordance with the provisions of the present Agreement, provided always that this stipulation shall not apply to regularly recurring payments, and shall apply to obligations arising out of goods transactions only where the goods had already been consigned on the date of the denunciation.

If on the termination of the present Agreement sums paid into the Deutsche Verrechnungskasse have still to be cleared by the Clearingnämnd, payments into the latter shall continue until such time as the clearing is complete.

Done at Berlin, in duplicate, in the German and Swedish languages, on the 22nd day of December, 1934.

Arvid RICHERT.

Max WALDECK.