

No. 463

NORWAY
and
FRENCH ZONE OF OCCUPATION OF GERMANY

**Commercial Agreement respecting exchange of goods and
Financial Agreement annexed thereto. Signed at Baden-
Baden, on 5 July 1948**

*French official texts communicated by the Permanent Representative of Norway
to the United Nations. The registration took place on 1 June 1949.*

NORVEGE
et
ZONE FRANÇAISE D'OCCUPATION EN ALLEMAGNE

**Accord commercial relatif aux échanges de marchandises et
arrangement financier annexé à cet accord. Signés à
Baden-Baden, le 5 juillet 1948**

*Textes officiels français communiqués par le représentant permanent de la Nor-
vège auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu
le 1er juin 1949.*

TRANSLATION — TRADUCTION

No. 463. COMMERCIAL AGREEMENT¹ RESPECTING EXCHANGES OF GOODS BETWEEN NORWAY AND THE FRENCH ZONE OF OCCUPATION IN GERMANY. SIGNED AT BADEN-BADEN, ON 5 JULY 1948

Article 1

The Norwegian Government and the Military Government of the French Zone of Occupation in Germany, hereinafter designated by the letters G.M.Z.F.O.A., have agreed on the following provisions:

- import and export licences shall be issued in respect of the goods specified in schedules A and B annexed hereto;
- import and export licences in respect of goods other than those mentioned in the two schedules mentioned above may be issued by agreement between the competent authorities of the two Contracting Parties.

The two Contracting Parties shall endeavour to balance the reciprocal supplies as far as possible.

Article 2

The prices of the goods delivered shall be determined jointly by the parties concerned.

Nevertheless, the G.M.Z.F.O.A. states that in so far as it is concerned the prices so determined shall conform to the decisions of the Allied Control Council.

The Norwegian Government accepts this method of determining the prices subject to the proviso that such prices shall not exceed the prices prevailing on the international market.

Article 3

The methods of payment and the settlement of balances connected with the transactions provided for in the present Commercial Agreement shall be regulated by a Financial Agreement² to be concluded between the Norwegian Government and the G.M.Z.F.O.A.

¹ Came into force on 5 July 1948, as from the date of signature, in accordance with article 5.

² See page 289.

Article 4

In so far as concerns the G.M.Z.F.O.A. all commercial transactions shall be centralized by the Office du Commerce Extérieur (Foreign Trade Office) of the French Zone of Occupation in Germany (OFICOMEX), which is the sole body responsible for negotiating and carrying out the relevant contracts.

Article 5

The present Commercial Agreement shall be valid until 31 December 1948 and shall come into force on the day of its signature.

It may be denounced by either of the Contracting Parties at any time subject to notice of one month in advance.

Article 6

It is agreed that any contracts concluded within the framework of the Commercial Protocol of 4 August 1947 and the execution of which is not completed on the date of expiry of the said protocol shall be included in the present agreement and settled in accordance with the provisions of the Financial Agreement annexed thereto.

Any contracts which have been entered into legally during the period of validity of the present Commercial Agreement and which have not been materially completed, either wholly or partly, shall be carried through at the expiry of the present Commercial Agreement, in accordance with the methods laid down in the preceding articles.

Article 7

The Contracting Parties agree to convene a meeting in good time before the expiry of the present Commercial Agreement for the purpose of determining the conditions for the renewal thereof.

DONE in duplicate, at Baden-Baden, 5 July 1948.

For the Norwegian Government:
(Signed) Arne KAPSTÖ

For the Military Government
of the French Zone of Occupation
in Germany:
(Signed) René MONIER

SCHEDULE A¹

EXPORTS FROM THE FRENCH ZONE OF OCCUPATION TO NORWAY

	<i>Quantity</i>	<i>Value</i> (<i>Norwegian</i> <i>crowns</i>)
Medical appliances and hospital equipment	—	200,000
Surgical instruments	—	200,000
Metal cloth for paper-making	—	500,000
Hosiery needles	1,000,000 units	—
Spare parts for machines (in particular for knitting machines and diesel engines)	—	250,000
Spare parts for automobiles	—	125,000
Clockmakers' wares	p.m.	—
Agricultural machinery	—	150,000
Measuring and technical testing apparatus	p.m.	—
Electric motors, ½ H.P. to 10 H.P.	—	100,000
<i>Chemical products</i>		
Aniline dyes	—	250,000
Methyl chloride	p.m.	—
Formic acid, strength 80%	5 tons	—
Formol	100 tons	—
Kauri gum	20 tons	—
Urea	100 tons	—
Pharmaceutical products (specialties)	—	25,000
Miscellaneous	—	—

SCHEDULE B¹

IMPORTS INTO THE FRENCH ZONE OF OCCUPATION FROM NORWAY

	<i>Quantity</i>	<i>Value</i>
Fatty acids	—	1,000,000
Special steels	20 tons	—
Ferrous alloys	According to availability	—
Margarine	1,000 tons	—
Pyrites	p.m.	—
Fish, fresh, salted, dried or frozen	500 tons	—
Miscellaneous	—	—

¹ The quantity or value quotas specified in this schedule are for guidance only.

FINANCIAL AGREEMENT¹ ANNEXED TO THE COMMERCIAL AGREEMENT RESPECTING EXCHANGES OF GOODS, CONCLUDED BETWEEN THE FRENCH ZONE OF OCCUPATION IN GERMANY, AND NORWAY. SIGNED AT BADEN-BADEN, ON 5 JULY 1948

For the purposes of the application of the provisions of the said Agreement, the Military Government of the French Zone of Occupation in Germany, hereinafter designated by the letters G.M.Z.F.O.A., and the Norwegian Government, have agreed on the following provisions:

Article 1

In order to ensure the financing of the transactions provided for in the aforementioned agreement and of the subsidiary charges, the Military Government of the French Zone of Occupation in Germany shall cause two accounts to be opened:—

- 1.—An account in the Norges Bank, entitled “French Commander-in-Chief in Germany”.

This account shall be administered by the Office des Changes (Foreign Exchange Office) of the French Zone of Occupation in Germany, and shall be kept in Norwegian crowns.

This account shall be credited with the proceeds of exports from the French Zone of Occupation in Germany to Norway and shall be debited, on instructions from the Foreign Exchange Office (Office des Changes) of the French Zone of Occupation in Germany with the deposits transferred to a second account referred to hereunder, opened in the name of the Foreign Trade Office (Office du Commerce Extérieur).

- 2.—An account, in a bank to be decided upon, entitled “Foreign Trade Office of the French Zone of Occupation in Germany”.

This account shall be kept in Norwegian crowns and shall be administered by the Foreign Trade Office of the French Zone of Occupation in Germany (OFICOMEX).

This account shall be credited with the amount of the deposits transferred by debiting the “French Commander-in-Chief in Germany” account referred to above, and shall be debited with the proceeds of exports from Norway to the French Zone of Occupation in Germany.

¹ Came into force on 5 July 1948, as from the date of signature, in accordance with article 5.

Article 2

A monthly statement of these accounts shall be submitted by the banks responsible for keeping them to the Foreign Exchange Office and the Foreign Trade Office of the French Zone of Occupation in Germany.

Article 3

It is agreed that throughout the period of validity of the aforementioned agreement and of the present Financial Agreement the transactions specified shall not occasion any flow of currency between the two Parties.

Nevertheless, if at any time an examination of the balances in the two accounts referred to above discloses an aggregate credit exceeding 750,000 (seven hundred and fifty thousand) Norwegian crowns in favour of either of the Contracting Parties, then such Party may request that the excess be paid to it in United States dollars at the rate of 4.97 Norwegian crowns for \$1.

Should there be any alteration in the dollar rate in terms of Norwegian crowns before the expiry of the present Financial Agreement, the accounts referred to in article 1 shall be closed and balanced at the rate of 4.97 Norwegian crowns for \$1.

A new conversion rate shall then be discussed.

Article 4

If the payments between Norway and the French Zone of Occupation in Germany, as well as the reciprocal subsidiary charges, do not balance on 31 December 1948, the two Governments shall consult each other with a view to balancing the exchanges by the supplementary export, by the debtor country, of products agreed to by the other Party.

Should this balance still not be obtained, the two Governments agree that the debtor Party shall pay to the other Party, not later than two months after the expiry of the Commercial Agreement, the amount of the debit balance in United States dollars.

Article 5

The present Financial Agreement shall come into force on the same date and shall have the same duration as the Commercial Agreement to which it is annexed.

DONE in duplicate, at Baden-Baden, 5 July 1948.

For the Norwegian Government:
(Signed) ARNE KAPSTÖ

For the Military Government of
the French Zone of Occupation
in Germany:
(Signed) RENÉ MONIER