

No. 1167

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
YUGOSLAVIA**

**Trade Agreement (with schedules, exchange of notes and
appendices). Signed at Belgrade, on 26 December 1949**

Official texts: English and Serbo-Croat.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
11 April 1951.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
YUGOSLAVIE**

**Accord commercial (avec tableaux, échange de notes et
annexes). Signé à Belgrade, le 26 décembre 1949**

Textes officiels anglais et serbo-croate.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
11 avril 1951.*

No. 1167. TRADE AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA. SIGNED AT BELGRADE, ON 26 DECEMBER 1949

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Federal People's Republic of Yugoslavia desiring to promote and facilitate the development of their mutual trade on a long term basis have agreed as follows:—

Article I

(a) The Government of the United Kingdom undertake to place no obstacle in the way of the importation from Yugoslavia of the goods listed in Schedule I to the present Agreement up to the total values or quantities and during the respective periods specified in that Schedule, and in particular to issue upon application and in good time any licences necessary for such importation and, if any of the goods so listed are in practice purchased only by the Government, to purchase them.

(b) The Government of the Federal People's Republic of Yugoslavia undertake to place no obstacle in the way of the export to the United Kingdom, through the appropriate trade channels, of the goods listed in Schedule I to the present Agreement up to the total values or quantities and during the respective periods specified in that Schedule, and in particular to issue upon application and in good time any licences necessary for such export and, if the Government of the Federal People's Republic of Yugoslavia are responsible for the allocation for export of any of the goods so listed, to use their best endeavours to facilitate their supply to the United Kingdom.

Article II

(a) The Government of the Federal People's Republic of Yugoslavia undertake to place no obstacle in the way of the importation from the United Kingdom of the goods listed in Schedule II to the present Agreement up to the total values or quantities and during the respective periods specified in that Schedule, and in particular to issue upon application and in good time any licences necessary for such importation and, if any of the goods so listed are in practice purchased only by the Government, to purchase them.

¹ Came into force on 1 January 1950, in accordance with article X.

(b) The Government of the United Kingdom undertake to place no obstacle in the way of the export to Yugoslavia, through the appropriate trade channels, of the goods listed in Schedule II to the present Agreement up to the total values or quantities and during the respective periods specified in that Schedule, and in particular to issue upon application and in good time any licences necessary for such export and, if the Government of the United Kingdom are responsible for the allocation for export of any of the goods so listed, to use their best endeavours to facilitate their supply to Yugoslavia.

Article III

The Government of the United Kingdom take note of the wish of the Government of the Federal People's Republic of Yugoslavia to place orders for capital equipment to a total value of £30 million. They will take whatever steps are open to them in the light of their general export policy to facilitate the placing of Yugoslav orders for capital equipment to this value and are prepared to arrange for discussion of any particular order which the Government of the Federal People's Republic of Yugoslavia may wish to place.

Article IV

The undertaking set forth in Articles I, II, III and V are subject:—

- (a) to price, type, species (as applied to timber), specification and quality being satisfactory;
- (b) in the case of goods imported in practice by either contracting Government to the conditions of any contracts that may have been or may be concluded by the contracting Governments;
- (c) In the case of food-stuffs to be imported into the United Kingdom, to compliance with any applicable health regulations in force in the United Kingdom; and
- (d) in the case of goods imported otherwise than by either contracting Government, to application being made for an import licence.

Article V

(a) The Government of the United Kingdom undertake to issue upon application and before 31st December, 1950, any licences necessary for the importation from Yugoslavia of miscellaneous goods of kinds other than the kinds of goods mentioned in Schedule I to the present Agreement, up to a total value of £1,700,000.

(b) The Government of the Federal People's Republic of Yugoslavia undertake to issue upon application and before 31st December, 1950, any

licences necessary for the importation from the United Kingdom of miscellaneous goods of kinds other than the kinds of goods mentioned in Schedule II to the present Agreement, up to a total value of £1,100,000.

(c) The contracting Governments shall enter into negotiations in good time each year to make provisions similar to those set forth in paragraphs (a) and (b) of this Article for the importation of miscellaneous goods to come into force on 1st January in respect of the succeeding twelve-month period. Such provisions may also relate to trade between Yugoslavia and any of the territories for whose international relations the Government of the United Kingdom are responsible.

Article VI

The contracting Governments undertake to facilitate within the limits of their export and import policies the export or import as the case may be of goods not listed in the Schedules to the present Agreement and the export or import of goods to a greater value or quantity than is specified in those Schedules.

Article VII

(a) The Government of the United Kingdom undertake—

- (i) to guarantee, through the Export Credits Guarantee Department, as to principal and interest, sterling promissory notes to be issued by the Government of the Federal People's Republic of Yugoslavia not exceeding £8 million in principal amount and bearing interest at the rate of 5 per cent. per annum; and
- (ii) to arrange, through the Export Credits Guarantee Department, for the purchase of those promissory notes at par and to place the proceeds at the disposal of the Government of the Federal People's Republic of Yugoslavia in London.

(b) The Government of the Federal People's Republic of Yugoslavia undertake to issue the promissory notes mentioned in paragraph (a) of this Article in such manner that repayment of the principal amounts of the promissory notes issued shall be due as follows:—

- £500,000 on 30th June, 1953.
- £500,000 on 31st December, 1953.
- £1,000,000 on 30th June, 1954.
- £2,000,000 on 31st December, 1954.
- £2,000,000 on 30th June, 1955.
- £2,000,000 on 31st December, 1955.

(c) The Government of the Federal People's Republic of Yugoslavia undertake to spend the money placed at their disposal in accordance with sub-

paragraph (ii) of paragraph (a) of this Article, only on the import or purchase of goods arranged under the provisions of the present Agreement, on goods imported into Yugoslavia or purchased by Yugoslav importers in accordance with the provisions of the Anglo-Yugoslav Trade Agreement of 23rd December, 1948,¹ or on such goods as may be agreed between the contracting Governments.

(d) The arrangements for putting into effect the provisions of paragraphs (a), (b) and (c) of this Article shall be the subject of a separate agreement between the contracting Governments.

(e) The guarantees to be given in accordance with paragraph (a) of this Article shall be additional to any guarantees which may be given by the Government of the United Kingdom through the Export Credits Guarantee Department, on the normal terms and conditions of that Department, in respect of goods sold to Yugoslavia on short term credit.

Article VIII

(a) The contracting Governments shall refrain from discriminatory action and unnecessary restriction affecting shipping engaged in trade provided for by the present Agreement and in particular shall refrain from action tending to hinder the participation of the shipping of either Flag in such trade.

(b) Each contracting Government shall facilitate the introduction into its territory from time to time by the citizens and companies of the other engaged in shipping, such technicians and superintendents to expedite the loading and repair of ships and such representatives to deal with agency matters as may be considered necessary by such citizens and companies.

(c) In order to facilitate the application of the provisions of paragraphs (a) and (b) of this Article and in general the development through normal commercial channels of relations between citizens and companies of the contracting Governments engaged in shipping, the contracting Governments shall use their best endeavours to arrange meetings between representatives of such citizens and companies, including experts on agency matters, for the discussion of the application of those provisions and the development of those relations. If possible the first meeting shall be held in London within three months of the coming into force of the present Agreement.

Article IX

Desiring to take in good time and in full concord, any steps necessary to ensure the satisfactory operation of the present Agreement, the contracting Governments undertake upon the request of either Government to consult with

¹ United Nations, *Treaty Series*, Vol. 81, p. 103.

each other for the purpose of reviewing the progress of trade between the United Kingdom and Yugoslavia and if necessary for negotiating a settlement of any difficulties which may have arisen.

Article X

The present Agreement shall come into force on the 1st January, 1950, and shall continue in force until 31st December, 1954.

IN WITNESS WHEREOF the undersigned, duly authorised for the purpose by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE at Belgrade the 26th day of December, 1949, in duplicate in the English and Serbo-Croat languages, both texts being equally authentic.

[L.S.] Charles PEAKE
[L.S.] M. POPOVIĆ

SCHEDULE I

UNITED KINGDOM IMPORTS FROM YUGOSLAVIA

	A.—FOODSTUFFS (000 metric tons)				
	1950	1951	1952	1953	1954
1. Beef and veal	0.5	2.5	7	11	15
2. Mutton and lamb					
3. Bacon . . . . .	...	2	3	5	8
4. Maize	150	150	150	150	150
5. Eggs	1	1	2	3	4
6. Lard and oil . . . . .	...	...	2	3	5
7. Butter . . . . .	...	...	0.2	0.2	0.3
8. Cheese . . . . .	...	...	0.2	0.3	0.5
9. White beans	5	8	8	8	8
10. Canned fish (sardines and tunny)	1	2	2	2	2
11. Prunes	5	6	6	6	6
12. Starch—					
Maize	0.5	0.5	0.5	0.5	0.5
Potato	0.2	0.2	0.2	0.2	0.2
13. Poultry	0.5	1	1	1.5	2
14. Sausage casing (hog and sheep)	0.02	0.03	0.05	0.07	0.1

B.—TIMBER AND TIMBER PRODUCTS

	1950	1951	1952	1953	1954
1. (a) Sawn softwood (standards)	160,000*	160,000	160,000	160,000	160,000
(b) Sleepers (units)	500,000*	500,000	500,000	500,000	500,000
(c) Box shooks (cubic metres)	30,000	30,000	30,000	30,000	30,000
(d) Pitprops (cubic metres)	200,000	200,000	200,000	200,000	200,000
2. Hardwood (cubic metres)	200,000	200,000	200,000	200,000	200,000
3. Veneers (cubic metres)	3,500	3,500	3,500	3,500	3,500
4. Plywood (cubic metres)	6,000	6,000	6,000	6,000	6,000

* These figures include all quantities of these items already contracted for, but not shipped by 1st January, 1950.

C.—NON-FERROUS METALS

	1950	1951	1952	1953	1954
	metric tons	£	£	£	£
1. Lead	11,000	1,500,000	1,500,000	1,500,000	1,500,000
2. Copper (blister or electrolytic)	1,500				
3. Zinc	500				
4. Zinc concentrates	10,000				
5. Chrome ore	5,000				
6. Magnesite (calcined)	4,000				

Note.—The quantities of each of the above items in Part C of this Schedule for the period 1951 to 1954 shall be agreed annually between the contracting Governments to a total value of not less than £1,500,000 for each year of this period.

7. Mercury (metric tons)	100	100	100	100	100
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SCHEDULE II

YUGOSLAV IMPORTS

A.—FOR THE PERIOD 1950 TO 1954
(Quantities in metric tons)

	1950	1951	1952	1953	1954
1. Raw wool (quantity based on the scoured wool)	6,000	6,000	5,000	5,000	4,500
2. Wool yarn (up to 50% worsted yarn in 1950 and up to 90% in subsequent years)	2,000	2,000	2,000	2,000	2,000
3. Cotton yarn (subject to type)	4,000	4,000	3,500	3,500	3,000
4. Crude oil	200,000	150,000	100,000	100,000	100,000
5. Motor spirit 70/72 octane	30,000	30,000	30,000	30,000	30,000
6. Aviation spirit	2,000	2,000	2,000	2,000	2,000
7. Artificial organic dyes and pigments (subject to type)	300	300	300	300	300
8. Crude rubber	2,000	2,000	2,000	2,000	2,000

B.—FOR THE YEAR 1950

Miscellaneous

1. Tyres	100,000 units
2. Tubes	100,000 units
3. Ferro tungsten	10 tons
4. Ferro vanadium	15 tons
5. Ferro titanium	10 tons
6. Semi-manufactured products of non-ferrous metals (sheets, plates, rods, tubes, etc.)	500 tons
7. Crucibles for metallurgical purposes	100 tons
8. Graphite (subject to type)	220 tons
9. Cupro manganese	5 tons
10. Phosphor copper	5 tons
11. Special steels	100 tons
12. Rolled steel	3,000 tons
13. Small forgings and castings; subject to type, but excluding unfabricated steel forgings	£100,000
14. Accessories for textile industry (utensils)	£25,000
15. Spare parts for constructional machines	£250,000
16. Spare parts for cars, trucks and tractors	£250,000

17. Electrical insulating materials	£300,000
18. Testing instruments, machines and equipment (subject to type)	£100,000
19. Asbestos products	40 tons
20. Nickel products (subject to type)	40 tons
21. Building machinery (compressors, excavators, motor tippers, scrapers, mobile cranes, etc.)	£300,000
22. Radio equipment (subject to type)	£30,000
23. Telephone, telegraph and communication equipment (subject to type)	£350,000
24. Commercial vehicles (special types)	£140,000
25. Various machines for printing and woodworking industries, crushers, industrial furnaces, etc.	£300,000

C.—CHEMICALS

(a) *Miscellaneous* £350,000

Including :—

1. Plasticisers	} Subject to type	90 tons
2. Spirits		50 tons
3. Solvents		30 tons
4. Tars and waxes		50 tons
5. Accelerators		50 tons
6. Sodium sulphide		200 tons
7. Potassium bichromate		60 tons
8. Tin oxide		10 tons
9. Sodium benzoate		15 tons
10. Sodium hydrosulphite		50 tons
11. Salicylic acid		30 tons
12. Diammonium phosphate		50 tons
13. Toluol		50 tons

(b)

14. Laboratory chemicals (subject to type)	£25,000
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(c)

15. Pharmaceutical raw materials and products	£400,000
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NOTES

1. The expression "tons" used in this Schedule refers to metric tons.
2. The items to be included under Parts B and C of this Schedule for the period 1951 to 1954 shall be agreed annually between the contracting Governments for each year of this period at approximately the same total value as for the year 1950.

EXCHANGE OF NOTES

I

His Majesty's Ambassador at Belgrade to the Yugoslav Minister for Foreign Trade

BRITISH EMBASSY

Belgrade, 26th December, 1949

Your Excellency,

For the purpose of giving effect to Article VII of the Trade Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Federal People's Republic of Yugoslavia, signed this day, I have the honour to propose the following arrangements in accordance with paragraph (d) of that Article :—

1. The Export Credits Guarantee Department (hereinafter called "the Department") shall guarantee and purchase at par Promissory Notes of the Government of the Federal People's Republic of Yugoslavia in the form shown in Appendix A up to a total of £8,000,000 in principal amount subject to the following conditions :—

- (a) The Promissory Notes shall be issued by the Ministry of Finance of the Government of the Federal People's Republic of Yugoslavia and made payable as to principal and interest to bearer at the Bank in London indicated on the Promissory Note.
- (b) the Promissory Notes shall be expressed in sterling in sums of £5,000 or multiples thereof and shall become payable as follows :—

- £500,000 on 30th June, 1953.
- £500,000 on 31st December, 1953.
- £1,000,000 on 30th June, 1954.
- £2,000,000 on 31st December, 1954.
- £2,000,000 on 30th June, 1955.
- £2,000,000 on 31st December, 1955.

- (c) The Promissory Notes shall carry interest at the rate of 5 per cent. per annum calculated from the date of endorsement by the Department until the date of maturity of the Note and payable on the date of maturity of the Promissory Note. The Promissory Notes shall be

stamped at the expense of the Government of the Federal People's Republic of Yugoslavia. The Government of the Federal People's Republic of Yugoslavia shall not be required to make any payment in consideration of guarantees to be given by the Department additional to the above mentioned interest.

- (d) Every contract for the import or purchase of goods in accordance with the Provisions of paragraph (c) of Article VII of the said Agreement, in respect of which payment is to be made under this Exchange of Notes, shall be notified to the Department in the form shown in Appendix B. If the particulars furnished in the form of Appendix B hereto should not prove sufficient to satisfy the Department that the contract in question is in accordance with the said Agreement, the Department shall have the right to see that contract.
- (e) The Government of the Federal People's Republic of Yugoslavia shall present to the Department for endorsement from time to time Promissory Notes to an amount approximately equal (after taking into account any balance in the special account mentioned in paragraph 2 below) to the total of the payments falling due in the near future as set out in a list to be furnished by the Government of the Federal People's Republic of Yugoslavia which shall be based upon the particulars set forth in the form referred to in paragraph (d).

2. On compliance with the conditions set out in paragraph 1 the Department shall, within one week of any Promissory Notes being tendered to them, guarantee and purchase those Promissory Notes at par and shall pay the proceeds into a special account opened in favour of the Government of the Federal People's Republic of Yugoslavia at the Bank in London indicated on the Promissory Note. The money in this special account shall be subject to withdrawal only by means of payment orders signed by the Government of the Federal People's Republic of Yugoslavia and countersigned by the Department.

I have the honour further to propose that, if the provisions set forth above are acceptable to the Government of the Federal People's Republic of Yugoslavia, this Note, together with Your Excellency's reply to that effect, shall constitute an Agreement between our respective Governments which shall come into force on this day's date.

I avail, &c.

(Signed) Charles PEAKE

APPENDIX A

No.
£5,000Date of Maturity.....
£5,000THE MINISTRY OF FINANCE OF THE
FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA

Issued pursuant to Article VII of an agreement dated 26th December, 1949, between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Federal People's Republic of Yugoslavia.

The Ministry of Finance of the Federal People's Republic of Yugoslavia promises to pay to Bearer on the.....(without days of grace) the sum of
£5,000 (Five Thousand Pounds Sterling)

and also to pay interest thereon in Sterling at the rate of 5 per cent. per annum from the date of the endorsement of the Note by the Export Credits Guarantee Department of the Board of Trade until the Maturity of this Note.

For and on behalf of the Ministry of Finance of
the Federal People's Republic of Yugoslavia

Belgrade,
..... 19.....

Payable as to Principal and Interest at.....Bank, Ltd.,
London.....

APPENDIX B

ANGLO-YUGOSLAV GUARANTEE AGREEMENT, 1949
(Article VII of the Trade Agreement, dated 26th December, 1949)*Register of Contracts*

Serial No.....

The following are details of a contract proposed for payment under the terms and conditions of the above Agreement.

Name and Address of United Kingdom Exporter

Name and Address of Yugoslav Buyer

Value of Contract

£

}	Ex-works
	f.o.b.
	c.i.f.

Date of Contract.....

Short description of goods.....

This is to certify that the above are details of a Contract for equipment and capital goods and/or materials referred to in Article VII (c) of the Trade Agreement dated 26th December, 1949.

Date.....

(Signed).....
for the Yugoslav Government.

PRILOG B

ANGLO-JUGOSLOVENSKI SPORAZUM O GARANCIJI 1949
(Član VII Trgovinskog Sporazuma od 26 decembra 1949)

Registar Kontrakata

Serija Br.....

Sledeći su detalji kontrakta koji se predlaže za plaćanje prema načinu i uslovima gornjeg Sporazuma :

Ime i adresa izvoznika Ujedinjene Kraljevine

Ime i adresa jugoslovenskog kupca

Vrednost kontrakta

£

}	fco fabrika
	fob
	cif

Datum kontrakta.....

Kratki opis robe.....

Ovim se tvrdi da su ovo gore detalji kontrakta za opremu i kapitalna dobra i/ili materijal pomenut u Članu VII (c) Trgovinskog Sporazuma od 26 decembra 1949.

Datum.....

.....
Za Vladu Federativne Narodne Republike
Jugoslavije

TRANSLATION¹ — TRADUCTION²

TRADUCTION — TRANSLATION

*Le Ministre du commerce extérieur de
Yougoslavie à l'Ambassadeur de Sa
Majesté britannique à Belgrade*

MINISTRY OF FOREIGN TRADE, F.P.R.Y.

MINISTÈRE DU COMMERCE EXTÉRIEUR
DE LA RÉPUBLIQUE FÉDÉRATIVE POPU-
LAIRE DE YOUGOSLAVIE

Belgrade, 26th December, 1949

Belgrade, le 26 décembre 1949

Your Excellency,

Monsieur l'Ambassadeur,

I have the honour to acknowledge the receipt of your Note of 26th December, 1949, of which the text follows :—

Votre Excellence a bien voulu m'adresser, le 26 décembre 1949, la note dont la teneur suit :

[See note I]

[Voir note I]

I have the honour to confirm that the provisions set out in your Note are acceptable to the Government of the Federal People's Republic of Yugoslavia, and that Your Excellency's Note and the present reply shall constitute an Agreement between our two Governments.

J'ai l'honneur de confirmer que le Gouvernement de la République fédérative populaire de Yougoslavie approuve les dispositions énoncées dans la note de Votre Excellence et considère que ladite note et la présente réponse constituent un accord entre nos deux Gouvernements.

I avail, &c.

Je saisis, etc.

(Signed) M. POPOVIĆ

(Signé) M. POPOVIĆ

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.