

No. 1536

**YUGOSLAVIA
and
ALBANIA**

**Agreement (with Protocols) on commercial exchanges.
Signed at Belgrade, on 22 June 1947**

Official text: French.

Registered by Yugoslavia on 27 November 1951.

**YOUGOSLAVIE
et
ALBANIE**

**Accord (et Protocoles) concernant les échanges commer-
ciaux. Signés à Belgrade, le 22 juin 1947**

Texte officiel français.

Enregistré par la Yougoslavie le 27 novembre 1951.

[TRANSLATION — TRADUCTION]

No. 1536. AGREEMENT¹ BETWEEN THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE PEOPLE'S REPUBLIC OF ALBANIA ON COMMERCIAL EXCHANGES. SIGNED AT BELGRADE, ON 22 JUNE 1947

With a view to the development of commercial exchanges between their two countries and to their economic consolidation, the Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania have agreed on the following provisions :

Article 1

The Government of the Federal People's Republic of Yugoslavia undertakes to guarantee to the People's Republic of Albania, for the period from 1 January to 31 December 1947 :

(a) Delivery of the goods enumerated in list 1² annexed hereto, in accordance with the quantities and descriptions specified therein;

(b) The execution of works and the supply of services by Yugoslav agencies, enterprises and individuals as agreed in the Special Protocol.

The Government of the People's Republic of Albania undertakes to guarantee to the Federal People's Republic of Yugoslavia, for the period from 1 January to 31 December 1947 :

(a) Delivery of the goods for Yugoslav requirements enumerated in list 2, A³, annexed hereto, in accordance with the descriptions and quantities specified therein;

(b) Delivery of the goods for re-exportation by Yugoslav enterprises enumerated in list 2, B⁴, annexed hereto, in accordance with descriptions and quantities specified therein.

The aforesaid lists 1 and 2 may be modified hereafter by agreement between the Contracting Parties.

Article 2

The goods, works and services provided for in article 1 of the present Agreement shall be made available under the terms of contracts to be concluded

¹ Came into force on 22 June 1947, as from the date of signature, in accordance with article 11.

² See p. 217 of this volume.

³ See p. 219 of this volume.

⁴ See p. 219 of this volume.

between Yugoslav and Albanian agencies, enterprises and individuals for each delivery or operation.

The prices provided for in these contracts shall be fixed in dinars, for payment in that currency on the basis of the prices specified in articles 3 and 5 of the present Agreement, or, in the case of the goods referred to in article 4 of the present Agreement, in foreign currency.

Article 3

Products of either country, delivered for the needs of the other in pursuance of article 1 of the present Agreement, shall be supplied either at the producer's selling price or at the selling price of the trading organizations situated in the territory of the exporting country.

The following shall be delivered at the prices mentioned in the foregoing paragraph :

(a) Yugoslav goods : c.i.f. Albanian port or f.o.b. Korca or Kukes, at the choice of the Albanian purchaser ;

(b) Albanian goods : c.i.f. Yugoslav Adriatic port or f.o.b. Bitolj or Urosevac, at the choice of the Yugoslav purchaser.

Article 4

Payment for the Albanian goods referred to in article 1, paragraph 2 (b), of the present Agreement, intended for re-export by Yugoslav enterprises in accordance with arrangements made by the Albanian Government, shall be made to the Albanian sellers by the Yugoslav enterprises after completion of the sale, in foreign currency and at the prices actually obtained, less the agreed commission of not more than 2 per cent and any costs incurred in the sale (transport, insurance, warehousing, handling, etc.).

In the case of goods originating in a third country intended for delivery to Albania by Yugoslav enterprises under article 1 of this Agreement, the prices shall be fixed in accordance with the actual purchasing prices and in the foreign currency in which they were paid, plus any costs actually paid in acquiring the goods (transport, insurance, warehousing, handling, etc.) and a margin (commission) of not more than 2 per cent.

Article 5

The works and services mentioned in article 1 of this Agreement shall be carried out by Yugoslav agencies, enterprises and individuals at the prices currently charged for similar works and services carried out in the territory of the Federal People's Republic of Yugoslavia.

Albanian agencies, enterprises and individuals shall carry out works and

services on behalf of Yugoslav agencies, enterprises and individuals at the prices currently charged in the territory of the People's Republic of Albania.

Article 6

Payment for the goods delivered and the works and services carried out in virtue of the present Agreement and for any expenses resulting therefrom shall be made in Yugoslavia through the National Bank of the Federal People's Republic of Yugoslavia and in Albania through the State Bank of Albania.

To this end, the above-named banks shall open special non-interest-bearing accounts, as follows :

(a) In dinars, for all payments to be made in dinars as the currency of settlement;

(b) In the currencies of other States, for the payments specified in article 4 of this Agreement.

The two banks shall notify each other of payments made into these accounts.

On receipt of such notice each bank shall issue orders for payment in conformity with the terms of the contracts referred to in article 2 of this Agreement.

Payments against the accounts in dinars shall be made by the banks regardless of the funds available in these accounts, whereas payments against the accounts in foreign currencies shall be made by the National Bank of the Federal People's Republic of Yugoslavia only to the extent of the funds available in the said accounts.

The method of payment specified in paragraph 1 of this article may be adopted for payments for goods made in advance, in so far as they are made by the Albanian-Yugoslav Import Company at Tirana.

If on the expiry of this Agreement the account in dinars of one of the Contracting Parties shows a debit balance, the debtor Contracting Party shall be required to adjust it within a period of three months by supplying additional goods, works and services, after agreement between the Contracting Parties and at prices and conditions in accordance with articles 3 and 5 of this Agreement.

The Contracting Parties shall come to a separate arrangement regarding the liquidation of any balances outstanding from accounts in the currency of a third country.

Article 7

The National Bank of the Federal People's Republic of Yugoslavia and the State Bank of Albania shall determine by agreement the technical procedure for collections, remittances, notifications and the settlement of payments pursuant to the present Agreement.

Article 8

The Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania undertake to provide the vessels, trucks and other means of transport required for the transport of goods delivered under the provisions of this Agreement.

Article 9

In addition to the exchanges provided for in article 1 of this Agreement, the two Contracting Parties agree that agencies, enterprises and individuals in the territories of the two Contracting Parties may engage in the exchange under clearing arrangements of goods obtainable on the free market, it being understood that in the case of Albanian goods the authorization of the competent local authorities will be required.

For goods in controlled circulation, i.e., subject to domestic regulations in the Contracting Countries, such clearing transactions may be carried out only by authorization of the competent authorities of the two countries.

Article 10

In addition to the deliveries provided for in article 1 of this Agreement, agencies, enterprises and individuals in the territory of either of the Contracting Parties may also purchase smaller quantities of goods obtainable on the free market, and may engage agencies, enterprises and individuals of the other Contracting Party to carry out works and services for them.

Deliveries of such goods shall be made at the current retail prices ex place of sale.

With a view to the payment of such deliveries, works and services and of transport and other costs, cheques shall be drawn in favour of the Yugoslav persons concerned by the National Bank of the Federal People's Republic of Yugoslavia and of the Albanian persons concerned by the State Bank of Albania, after authorization by the competent authorities of their respective countries, up to an amount not exceeding 10 million dinars. Such cheques shall be specially marked "Goods Cheques" and shall be payable by such banks and post-offices in the territory of the other Contracting Party as may be designated in agreement by the National Bank of the Federal People's Republic of Yugoslavia and the State Bank of Albania.

The amount of a cheque may not exceed 10,000 dinars or leks.

The above-mentioned banks shall exercise supervision over cheques issued and cashed and shall notify each other thereof in due time, in accordance with procedure to be agreed upon by them.

The amounts of cheques cashed shall be debited to the accounts of the Contracting Parties kept in accordance with the provisions of article 6 of this Agreement.

Article 11

In order to supervise and control the execution of the present Agreement and to obviate any difficulties and obstacles that might impede the regular application of its provisions, the Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania shall each appoint a representative. These representatives shall meet every three months, at Belgrade and Tirana alternately, to examine the results of the execution of this Agreement and to draft their recommendations.

This Agreement shall come into force on the day of signature and shall remain in force until 31 December 1947. Its provisions shall apply retroactively to all transactions effected after 1 January 1947 which are not covered by the Agreement on Commercial Exchanges and Payments of 1 July 1946¹ or by other Agreements.

DONE at Belgrade, on 22 June 1947, in duplicate, in French, one copy being deposited with each Contracting Party.

For the Government
of the Federal People's Republic
of Yugoslavia :
(Signed) S. ZUJOVIĆ

For the Government
of the People's Republic
of Albania :
(Signed) Gogo NUSHI

LIST I

YUGOSLAV EXPORTS

(1) "Kosovo" cows	units	500
(2) Beans	kg	2,000,000
(3) Marmalade	kg	400,000
(4) Canned fish and meat	kg	300,000
(5) Textiles	metres	900,000
(6) Linen shoemaking thread	spools (1,000 y)	17,450
(7) Cigarette paper	kg	100,000
(8) Sugar	kg	500,000
(9) White timber	m ³	2,700
(10) Cigaya ewes with lambs	units	100
(11) Flags	units	5,000
(12) Locomotive, 10 tons	unit	1
(13) Paper, miscellaneous	kg	16,000
(14) Sulphuric acid	kg	240,000
(15) Horseshoes	kg	50,000
(16) Horseshoe nails	kg	32,000
(17) Spare parts for automobiles		—
(18) Trucks	units	7
(19) Wheat	tons	20,000
(20) Maize	tons	2,500

¹ See p. 3 of this volume.

(21) Tennis shoes (rubber)	pairs	20,000
(22) Stencils for cyclostyles	units	5,000
(23) "Leica" films	units	25,000
(24) Autolith films	dozens	12
(25) Grafting knives	units	500
(26) Kepper ribbon for files	metres	2,000
(27) Miscellaneous small items in free sale up to the amount of 50,000,000 dinars.		

LIST 2

ALBANIAN EXPORTS

A

For Yugoslav requirements

(1) Sheep, lamb and goat skins	kg	650,000
(2) Kid skins	units	200,000
(3) Rabbit skins	units	80,000
(4) Wool :		
(a) Of Albanian origin—new delivery	kg	450,000
(b) Delivered to Grdelica	kg	22,085
(c) Of foreign origin	kg	303,187
(5) Sunflower seeds	kg	5,700,000
(6) Cotton, raw, unginced	kg	2,100,000
(7) Castor seeds	kg	250,000
(8) Oranges and lemons	kg	100,000
(9) Crude oil	tons	35,000
(10) Bitumen	tons	26,000
(11) Waste of :		
(a) Wool	kg	26,616
(b) Textiles (wool)	kg	15,880
(c) Sacks, unserviceable	units	65,565

B

For re-export

(1) Lamb, sheep and goat skins	kg	700,000
(2) Kid skins	units	300,000
(3) Marten skins	units	3,000
(4) Common pelts	units	9,000
(5) Fox skins	units	30,000
(6) Zunga	kg	850,000
(7) Dried intestines	metres	84,000
(8) Salted intestines	units	68,000
(9) Copper	kg	830,000
(10) Sea salt	tons	8,000
(11) Bitumen, primarily from Selenitza	tons	15,000

P R O T O C O L No. I

Having regard to the Agreement on commercial exchanges signed on today's date between the Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania, the two Contracting Parties have agreed on the following provisions :

The following shall be regarded as works and services the execution of which may be contracted for between the Government of the People's Republic of Albania or the Albanian agencies, enterprises and individuals authorized by it and Yugoslav agencies, enterprises and individuals in accordance with article 1, paragraph 1 (b), of the said Agreement :

- (1) Construction, transformation, repair, assembly, etc., by industrial or handicraft processes;
- (2) Plans, projets, designs and other scientific, technical or artistic works;
- (3) Transport works and services : goods transport, warehousing, handling, etc.;
- (4) Chartering of vessels, lease of films and other properties.

Payments for works and services carried out shall also cover the cost at purchase price of the materials used, which will, if necessary, be supplied by the Yugoslav agencies, enterprises and individuals.

The total value of the above-mentioned works and services may amount to 85,000,000 dinars.

DONE at Belgrade, on 22 June 1947, in duplicate, in French.

For the Government
of the Federal People's Republic
of Yugoslavia :
(Signed) S. ZUJOVIĆ

For the Government
of the People's Republic
of Albania :
(Signed) Gogo NUSHI

P R O T O C O L No. II

Having regard to the Agreement on commercial exchanges signed on today's date between the Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania, the two Contracting Parties have agreed on the following provisions :

Article 1

Sums standing to the credit of the Government of the People's Republic of Albania at the National Bank of the Federal People's Republic of Yugoslavia

on account of the Yugoslav people's relief fund for the victims of the floods in Albania may be used to pay for goods delivered and works and services carried out on behalf of the People's Republic of Albania under the provisions of the above-mentioned Agreement.

Article 2

Sums representing the Yugoslav contributions to the initial capital of Albanian-Yugoslav joint companies, which are to be paid to the National Bank of the Federal People's Republic of Yugoslavia, and sums allocated as credits by the National Bank of the Federal People's Republic of Yugoslavia to the Albanian-Yugoslav Bank at Tirana, amounting to 53 million dinars, shall be transferred in the form of goods delivered and works and services carried out on behalf of the People's Republic of Albania under the provisions of the above-mentioned Agreement.

Article 3

The National Bank of the Federal People's Republic of Yugoslavia shall credit the sums referred to in articles 1 and 2 of this Protocol to the account in dinars opened on behalf of the State Bank of Albania, in accordance with article 6 of the said Agreement, with a view to the settlement of payments resulting from commercial exchanges.

The State Bank of Albania, on being notified by the National Bank of the Federal People's Republic of Yugoslavia of remittances made under the provisions of article 2 of this Protocol, shall credit the payees with the equivalent value of the said remittances in Albanian currency.

DONE at Belgrade, on 22 June 1947, in duplicate, in French.

For the Government
of the Federal People's Republic
of Yugoslavia :
(Signed) S. ZUJOVIĆ

For the Government
of the People's Republic
of Albania :
(Signed) Gogo NUSHI

PROTOCOL

CONCERNING THE LIQUIDATION OF THE CREDIT

Having regard to the Agreement of 1 July 1946¹ concerning the credit granted by the Government of the Federal People's Republic of Yugoslavia to the Government of the People's Republic of Albania, the Yugoslav Government and the Albanian Government have agreed on the following provisions :

¹ See p. 81 of this volume.

Yugoslav claims in respect of works, services and advances effected on behalf of the Government of Albania in accordance with the attached list, amounting to 36,718,032.76 dinars (thirty-six million seven hundred and eighteen thousand and thirty-two dinars and seventy-six paras), shall be repaid by means of deliveries of Albanian goods in accordance with the provisions of the Agreement on commercial exchanges of 22 June 1947, through the account in dinars opened for settlements pursuant to article 6 of the said Agreement.

Accordingly, the two Contracting Parties have agreed to revoke the Credit Agreement of 1 July 1946.

DONE at Belgrade, on 22 June 1947, in duplicate, in French.

For the Government
of the Federal People's Republic
of Yugoslavia :
(Signed) S. ZUJOVIĆ

For the Government
of the People's Republic
of Albania :
(Signed) Gogo NUSHI

LIST

OF YUGOSLAV CLAIMS IN RESPECT OF WORKS AND SERVICES CARRIED OUT AND ADVANCES GRANTED TO THE ALBANIAN GOVERNMENT

	<i>Dinars</i>
(1) Manufacture of cloth for military purposes from Albanian wool at the Grdelica cloth factory	32,927,429.66
(2) Repair of Albanian sailing boats in Yugoslav shipyards	1,823,357.50
(3) Advance to the Albanian Commercial Attaché for payment of costs of goods transport from Bitolj to Albania	200,000.00
(4) Printing passport and consular stamps	118,061.60
(5) 5,000 copies of photographs of Colonel-General Enver Hodja	100,000.00
(6) Advance to the Albanian Commercial Attaché for the purchase of postal, telephone and telegraphic materials and other supplies	100,000.00
(7) Manufacture of cylinder heads and other parts at the Osjek Foundry for the Tirana Power Station	338,824.00
(8) Manufacture of 1,000,000 rubber balls for balloting, delivered by the "Bata" works	375,360.00
(9) Advance to the Albanian Representative at Bitolj, Mr. Totokoci, for costs of goods transport	600,000.00
(10) Advance to the Albanian Commercial Attaché for payment of miscellaneous materials	135,000.00
TOTAL	36,718,032.76