

N° 3711.

ALLEMAGNE ET NORVÈGE

Accord relatif aux paiements résultant des échanges commerciaux. Signé à Berlin, le 6 septembre 1934.

Accord complémentaire modifiant l'accord ci-dessus. Signé à Berlin, le 31 décembre 1934.

Deuxième accord complémentaire modifiant l'Accord du 6 septembre 1934 susmentionné. Signé à Berlin, le 19 mars 1935.

GERMANY AND NORWAY

Agreement concerning Payments in connection with Goods Transactions. Signed at Berlin, September 6th, 1934.

Additional Agreement modifying the above Agreement. Signed at Berlin, December 31st, 1934.

Second Additional Agreement modifying the above Agreement of September 6th, 1934. Signed at Berlin, March 19th, 1935.

¹ TRANSLATION.

No. 37II. — AGREEMENT BETWEEN GERMANY AND NORWAY
CONCERNING PAYMENTS IN CONNECTION WITH GOODS
TRANSACTIONS. SIGNED AT BERLIN, SEPTEMBER 6TH, 1934.

THE GERMAN GOVERNMENT and THE ROYAL NORWEGIAN GOVERNMENT, being desirous of facilitating payments in connection with goods transactions between the two countries, have agreed upon the following provisions.

I.

All payments in connection with goods transactions between Germany and Norway shall be effected in Germany exclusively through the intermediary of the Reichsbank or a body to be designated by the same, and in Norway through the intermediary of the Norges Bank or a body to be designated by the same; for which purpose all payments shall be made in reichsmarks and Norwegian crowns, and in no other currency save only in exceptional cases.

II.

Payments for Norwegian goods imported into Germany shall be made exclusively in reichsmarks into a pooled account to be opened at the Reichsbank in Berlin in the name of the Norges Bank. The Reichsbank shall notify the Norges Bank immediately of all payments made into this account. The Norges Bank shall make payment to the Norwegian creditors in Norwegian crowns in consideration of the reichsmark amounts credited to it immediately on receipt of the credit advices from the Reichsbank.

Where a German firm has undertaken to make payment in Norwegian crowns or in a currency other than reichsmarks, it shall pay in the reichsmark equivalent of the amount owing, converted at the middle rate quoted for Norwegian crowns or for the currency in question on the Berlin Stock Exchange on the day before the payment.

“ Norwegian goods ” shall be deemed to mean such goods as have either been produced in Norway or have undergone considerable finishing or transforming treatment therein. Other goods of whatever kind, including goods in transit only, shall not come under the above provisions.

III.

Payments for German goods imported into Norway shall be made exclusively in Norwegian crowns into a pooled account to be opened at the Norges Bank in the name of the Reichsbank. The Norges Bank shall notify the Reichsbank immediately of all payments made into this account. The Reichsbank shall make payment to the German creditors in reichsmarks in consideration of the Norwegian crown amounts credited to it immediately on receipt of the credit advices from the Norges Bank.

Where a Norwegian firm has undertaken to make payment in reichsmarks or in a currency other than Norwegian crowns, it shall pay in the crown equivalent of the amount owing at a conversion rate to be determined by subsequent agreement between the Reichsbank and the Norges Bank.

¹ Translated by the Secretariat of the League of Nations, for information.

"German goods" shall be deemed to mean such goods as have either been produced in Germany or have undergone considerable finishing or transforming treatment therein. Other goods of whatever kind, including goods in transit only, shall not come under the above provisions.

IV.

"Payments in connection with goods transactions between Germany and Norway" shall be deemed to include payments for subsidiary charges arising in connection with the delivery of Norwegian goods to Germany or German goods to Norway (more particularly Customs, shipping and rail freight charges, transport insurance, commissions, etc.).

V.

Losses on exchange and interest in connection with transfers to the pooled accounts shall be settled by subsequent payment into the said accounts.

VI.

Private transactions for the exchange of goods and/or settlement of claims outside the present Agreement shall continue to be permissible, on the understanding that in future such transactions shall be authorised only in exceptional cases and in agreement with the competent authorities of both countries.

VII.

A proportion amounting to 15 per cent of all payments into the pooled account of the Reichsbank with the Norges Bank shall be transferred to a free account to be opened in the name of the Reichsbank. The Reichsbank shall be free to dispose at will of the amounts standing to credit of this account.

VIII.

The pooled accounts of the Reichsbank and the Norges Bank respectively shall be cleared once a fortnight, the clearing rate to be decided by direct agreement between the two banks of issue. Any balance in favour of Germany exceeding 500,000 Norwegian crowns shall be transferred to the free account of the Reichsbank. Any balance in favour of the Norges Bank shall be carried forward to the next clearing.

If the balance in favour of the Norges Bank exceeds one million reichsmarks, the German foreign exchange authorities shall cease to issue unlimited individual authorisations for the purpose of payments into the pooled account of the Norges Bank. If as a result of this measure there ceases to be a balance in favour of the Norges Bank, unlimited authorisations for payments into the pooled account of the latter shall again be issued from the date on which there ceases to be a balance in its favour.

Technical points arising in connection with the operation of the pooled accounts shall be determined by joint agreement between the Reichsbank and the Norges Bank.

IX.

After the entry into force of this Agreement no further payments may be made into the special account opened in accordance with the Protocol of January 9th, 1933, and the Additional Protocol of June 22nd, 1934. The manner of disposal of the balance remaining in the special account shall be determined by agreement between the two banks of issue.

In the case of goods imported into Germany before the present Agreement comes into force, payment on which does not fall due until after the date of its coming into force, payment may be made into the pooled account after the said date.

X.

This Agreement shall come into force on September 15th, 1934. It shall take the place of the Protocol of January 9th, 1933, and the Additional Protocol of June 22nd, 1934.

The Agreement may be denounced on the 1st or 15th of any month, in which case it shall lapse on the 15th or last day respectively of the month in question.

BERLIN, *September 6th*, 1934.

For the German Government :
WALDECK.

For the Royal Norwegian Government :
A. SCHEEL.

ADDITIONAL AGREEMENT

MODIFYING THE AGREEMENT OF SEPTEMBER 6TH, 1934, CONCERNING PAYMENTS IN CONNECTION WITH GOODS TRANSACTIONS BETWEEN GERMANY AND NORWAY, SIGNED AT BERLIN, DECEMBER 31ST, 1934.

THE ROYAL NORWEGIAN GOVERNMENT and THE GERMAN GOVERNMENT have agreed upon the following provisions :

I.

The Agreement between Norway and Germany concerning Payments in connection with Goods Transactions, dated September 6th, 1934, shall be amended as follows :

(1) For " Reichsbank " and " banks of issue " read " Deutsche Verrechnungskasse " and " clearing institutions " respectively.

(2) The third sentence of No. II, paragraph 1, shall read as follows :

The Norges Bank shall make payment to the Norwegian creditors in Norwegian crowns in consideration of the reichsmark amount credited to it immediately on receipt of the credit advices from the Deutsche Verrechnungskasse, as and when sufficient funds are available in the pooled account of the Deutsche Verrechnungskasse in its books.

The following shall be added as a fourth sentence :

The payments to the Norwegian creditors shall be made in the order in which the relevant credit advices of the Deutsche Verrechnungskasse are received by the Norges Bank.

(3) The following shall be added to No. II as paragraph 4 :

Payments into the Deutsche Verrechnungskasse may be made only by such German debtors as are in possession of an authorisation (foreign exchange certificate) of the competent German control or foreign exchange authority for the purpose.

(4) No. IV shall be amended to read as follows :

" Payments in connection with goods transactions between Norway and Germany " shall be deemed to include payments for subsidiary charges arising in connection with the delivery of Norwegian goods to Germany or German goods to Norway, more particularly Customs, shipping and rail freights and charges, transport charges, transport insurance charges, customary and reasonable commissions and refunds of travelling expenses incurred for business purposes.

Payments by Norway to Germany for patent fees, licences and similar payments in virtue of considerations of other than a material kind (such as authors' rights, copyright fees and film leases) shall be made into a special account to be opened at the Norges Bank in the name of the Deutsche Verrechnungskasse. Similar payments by Germany to Norway shall be made into a special account to be opened at the Deutsche Verrechnungskasse in the name of the Norges Bank. The two accounts shall be cleared once a quarter. The Deutsche Verrechnungskasse shall be free to dispose at will of any balance remaining in its favour.

The following shall be added as a second paragraph to No. VI :

To facilitate payments, the two clearing institutions shall allow, in appropriate cases, private compensation of claims arising in connection with transactions coming under the clearing system, including claims for commissions, travelling expenses incurred for business purposes and other expenditure incurred in the country of the debtor to which private compensation is properly applicable.

(5) Paragraph 2 of No. VIII shall read as follows :

If the balance in favour of the Norges Bank exceeds one million reichsmarks, the German control and foreign exchange authorities shall cease, for such time as the position remains unchanged, from the issue of unlimited foreign exchange certificates for the purpose of payments into the pooled account of the Norges Bank, provided always that foreign exchange certificates shall continue to be issued :

(a) For all goods imported from Norway, where the value of the imports of any single article by any single German importer does not exceed 5,000 reichsmarks per month ;

(b) For deliveries of goods in respect of which the two Governments may make other arrangements.

If as a result of such restriction of payments there ceases to be a balance in favour of the Norges Bank, foreign exchange certificates shall again be issued in the customary amount as from the date on which there ceases to be a balance in favour of the Norges Bank.

(6) The following shall be added to No. X as paragraphs 3 and 4 :

If the Agreement lapses as a result of denunciation, obligations which have arisen before such denunciation in connection with transactions coming under the clearing may continue after the lapse of the Agreement to be met by payments into the clearing in accordance with the provisions of the Agreement.

If on the lapse of the Agreement, and the clearing by the two clearing institutions of the two pooled accounts, a balance should remain in favour of the Norges Bank, payments into the Norges Bank shall continue until such time as the clearing is complete.

II.

This Agreement shall come into force on January 1st, 1935, and shall remain in force for such time as the Agreement of September 6th, 1934, remains in force.

BERLIN, *December 31st, 1934.*

For the Royal Norwegian Government :

Ulrich STANG,
Acting Chargé d'Affaires.

For the German Government :

Karl RITTER.

SECOND ADDITIONAL AGREEMENT

MODIFYING THE AGREEMENT OF SEPTEMBER 6TH, 1934, CONCERNING PAYMENTS IN CONNECTION WITH GOODS TRANSACTIONS BETWEEN GERMANY AND NORWAY, SIGNED AT BERLIN, MARCH 19TH, 1935.

THE ROYAL NORWEGIAN GOVERNMENT and THE GERMAN GOVERNMENT have agreed upon the following provisions.

I.

In No. I of the Agreement of December 31st, 1934, in amendment of the Agreement of September 6th, 1934, concerning Payments in connection with Goods Transactions between Norway and Germany, paragraph (5) shall be amended to read as follows :

“(5) Paragraph 2 of No. VIII shall read as follows :

As from April 1st, 1935, the German control and foreign exchange authorities shall issue foreign exchange certificates for the purpose of payments into the pooled account of the Norges Bank at the Deutsche Verrechnungskasse in accordance with the following provisions :

The calculation of the total amount of the foreign exchange certificates to be issued monthly shall be based on the amount of the payments made by Norway into the pooled account of the Deutsche Verrechnungskasse at the Norges Bank in the last month but one.

From the said amount there shall be deducted :

(a) An amount equivalent to 15 per cent of the said payments, the which amount shall be transferred, in accordance with No. VII of the Agreement of September 6th, 1934, to a free account to be opened in the name of the Deutsche Verrechnungskasse.

(b) A further sum, the amount and utilisation of which shall be determined by agreement between the two Governments, pending a date to be determined by agreement between the said Governments.

The German control and foreign exchange authorities shall issue foreign exchange certificates for the current month up to the amount of the balance remaining. ”

II.

This Agreement shall come into force on April 1st, 1935, and shall remain in force for such time as the Agreements of September 6th, 1934, and December 31st, 1934, remain in force.

BERLIN, *March 19th*, 1935.

For the Royal Norwegian Government :
A. SCHEEL.

For the German Government :
H. WOHLTHAT.