

N° 4018.

ITALIE ET SUÈDE

Accord de clearing. Signé à Rome,
le 1^{er} décembre 1936.

ITALY AND SWEDEN

Clearing Agreement. Signed at
Rome, December 1st, 1936.

¹ TRADUCTION. — TRANSLATION.

No. 4018. — CLEARING AGREEMENT BETWEEN ITALY AND SWEDEN.
SIGNED AT ROME, DECEMBER 1ST, 1936.

French official text communicated by the Swedish Minister for Foreign Affairs. The registration of this Agreement took place December 14th, 1936.

THE SWEDISH GOVERNMENT and THE ITALIAN GOVERNMENT, with a view to the settlement of payments relating to commercial exchanges between their two countries, have agreed upon the following provisions :

Article 1.

The Istituto Nazionale per i Cambi con l'Estero at Rome and the Clearingnämnden at Stockholm shall be authorised to settle by a system of compensation payments relating to commercial exchanges effected between the two countries after the entry into force of the present Agreement.

Article 2.

Sums due by Italian public or private institutions possessing legal personality or by Italian individuals to Swedish public or private institutions possessing legal personality or to Swedish individuals, habitually domiciled in Sweden at least since July 1st, 1936, for interest, dividends or other income, payable at regular intervals, on Swedish capital invested in Italy before December 1st, 1936, shall be transferred in accordance with the provisions of the present Agreement, up to the amount of 4 million Italian lire during the period December 1st, 1936, to December 31st, 1937, and during the successive periods of renewal mentioned in Article 14, paragraph 1, of the present Agreement.

It is understood, however, that such income due before December 1st, 1936, shall be transferred in accordance with the measures laid down in Article 1 of the Special Agreement² between Italy and Sweden for the settlement of outstanding payments, signed on to-day's date.

As a provisional measure, the transfer of sums paid as specified above shall be effected up to the amount of 75% of their total. If, however, at December 31st, 1937, or at the end of any successive annual period the above-mentioned quota of 4 millions has not been reached, a supplementary proportional transfer of the remaining 25% may be made.

It is understood that the aforesaid part of 25% which is not transferred may be placed, in accordance with the provisions on the subject in force in Italy, to the credit of the respective creditors in the " Loro Vecchi " accounts with Italian banks.

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

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

² See page 279 of this Volume.

Article 3.

The provisions of the present Agreement shall not apply to the following :

- (a) Copyright, patents, manufacturing licences and, in general, all payments between the two countries in the sphere of intellectual property ;
- (b) Transport and insurance costs not included in the sale price of the goods ;
- (c) Except in the case mentioned in Article 9 of the present Agreement, sums due by Italian debtors for the importation into Italy of goods not included in the quotas fixed by the Commercial Agreement¹ between Italy and Sweden signed on to-day's date.

The Istituto Nazionale per i Cambi con l'Estero and the Clearingnämnden shall by joint agreement decide upon the measures necessary for the settlement of sums due in conformity with the stipulations of the present Article.

Article 4.

In execution of Article 1 of the present Agreement, payments by Italian and Swedish debtors for goods originating in and coming from Sweden and Italy respectively, and imported into the two countries after the date of the entry into force of the present Agreement, shall be made in Italy in Italian lire to the Banca d'Italia as banker of the Istituto Nazionale per i Cambi con l'Estero, and in Sweden in Swedish crowns to the Clearingnämnden.

Article 5.

A non-interest-bearing account in Swedish crowns shall be opened at the Clearingnämnden in the name of the Istituto Nazionale per i Cambi con l'Estero :

(a) The Clearingnämnden shall credit this account with sums paid in by Swedish importers of Italian goods as the price of such goods, in accordance with the provisions of Articles 4 and 7 of the present Agreement ;

(b) The Clearingnämnden shall debit the aforesaid account with the amounts of orders for payment in Swedish crowns issued by the Istituto Nazionale per i Cambi con l'Estero in connection with payments made by Italian debtors in conformity with the provisions of the present Agreement.

Article 6.

All advance payments for the purchase of goods of Italian or Swedish origin to be imported into Sweden or into Italy, as the case may be, shall be settled in accordance with the provisions of the present Agreement.

To come within the scope of payments in Italy, such advances must refer to an import licence already issued by the competent authorities, must be provided for in the contract for the purchase of the goods and must comply with commercial usage.

Article 7.

The payments mentioned in Articles 2 and 4 of the present Agreement shall be effected in accordance with the following provisions :

For debts expressed in lire and in Swedish crowns the rate adopted shall be established by agreement between the Istituto Nazionale per i Cambi con l'Estero and the Clearingnämnden ;

¹ See page 257 of this Volume.

For debts expressed in a currency other than the lira or the Swedish crown, the rate adopted shall be the rate quoted for the currency in question at Stockholm or on the Rome Bourse on the day preceding that of payment.

Article 8.

Payments to creditors of either country shall be made in Italian lire in Italy and in Swedish crowns in Sweden in the chronological order of the payments received from the respective debtors up to the limit of the sums available.

It is agreed that sums paid in lire by Italian debtors shall be converted into Swedish crowns at the Istituto Nazionale per i Cambi con l'Estero, which shall in consequence transmit to the Clearingnämnden orders for payment in Swedish crowns up to the limit of the sums available in the Swedish crowns account mentioned in Article 5 of the present Agreement. For the above-mentioned conversion into Swedish crowns the Istituto Nazionale per i Cambi con l'Estero shall, in conformity with the provisions of Article 7 of the present Agreement, apply the rate of exchange between the lira and the Swedish crown in force on the date on which the order is issued.

Any difference in exchange shall be settled between debtor and creditor. Such difference shall be transferred in accordance with the provisions of the present Agreement.

Article 9.

Private compensation transactions between the two countries shall be allowed subject to previous authorisation by the Istituto Nazionale per i Cambi con l'Estero and the Clearingnämnden, and settlement shall be through the compensation account provided for in Article 5 of the present Agreement and shall apply exclusively to supplementary purchases between the two countries.

Article 10.

The measures for the settlement of Italian debts in Sweden and of Swedish debts in Italy relating to commercial exchanges between the two countries before September 1st, 1936, and the measures for the settlement of Italian financial debts due before December 1st, 1936, are stipulated in the Special Agreement for the regulation of outstanding payments signed on to-day's date.

Article 11.

Payments to be made by Italian and Swedish importers for goods imported from Sweden and Italy respectively according to the stipulations of the *Modus Vivendi* of September 5th, 1936, which are made after February 28th, 1937, shall be settled through the account provided for in Article 5 of the present Agreement.

Article 12.

If on the termination of the present Agreement there should be a balance in favour of either of the countries, the importers of the country in favour of which this balance stands shall be required to continue to pay the equivalent value of their imports to the special account provided for in Article 5 of the present Agreement until the non-transferred claims have been fully met.

Article 13.

Each Government shall take for its part the necessary measures to ensure the regular working of the system for the settlement of claims laid down in the foregoing provisions.

Any difficulties that may arise in the practical application of the foregoing provisions shall be settled by joint agreement between the Istituto Nazionale per i Cambi con l'Estero and the Clearingnämnden.

Article 14.

The present Agreement shall come into force on December 1st, 1936, and shall remain in force until December 31st, 1937. Unless it has been denounced three months before that date, it shall be prolonged by tacit consent for periods of one year, subject to three months' notice before the expiry of the current period.

Nevertheless, should circumstances arise which may prevent the working of the present Agreement in its essential parts, either of the Contracting Parties may ask that negotiations should be opened immediately with a view to settling any difficulties that may have occurred.

If these negotiations fail to produce satisfactory results within one month, either of the Contracting Parties may denounce this Agreement at one month's notice, with effect as from the end of a quarterly period.

In faith whereof the present Agreement has been signed.

Done at Rome, in duplicate, this 1st day of December, 1936.

For Sweden :
(Signed) Erik SJÖBORG.
Arvid RICHERT.

For Italy :
(Signed) CIANO.