

N° 4125.

ALLEMAGNE ET NORVÈGE

Accord relatif aux paiements résultant d'échanges de marchandises entre les deux pays (accord de compensation). Signé à Berlin, le 27 février 1937.

GERMANY AND NORWAY

Agreement concerning Payments in connection with Goods Transactions between the Two Countries (Clearing Agreement). Signed at Berlin, February 27th, 1937.

TEXTE ALLEMAND. — GERMAN TEXT.

N^o 4125. — ABKOMMEN ZWISCHEN DER DEUTSCHEN UND DER NORWEGISCHEN REGIERUNG ÜBER DIE ZAHLUNGEN IM DEUTSCH-NORWEGISCHEN WARENVERKEHR (VERRECHNUNGS-ABKOMMEN). GEZEICHNET IN BERLIN, AM 27. FEBRUAR 1937.

Texte officiel allemand communiqué par le délégué permanent de la Norvège près la Société des Nations. L'enregistrement de cet accord a eu lieu le 4 juin 1937.

German official text communicated by the Permanent Delegate of Norway to the League of Nations. The registration of this Agreement took place June 4th, 1937.

Die unterzeichneten Bevollmächtigten DER KÖNIGLICH NORWEGISCHEN REGIERUNG und DER DEUTSCHEN REGIERUNG haben folgendes vereinbart :

Artikel 1.

Der Zahlungsverkehr zwischen Norwegen und Deutschland wird, soweit es sich um die unter dieses Abkommen fallenden Zahlungsverpflichtungen handelt, in Norwegen ausschliesslich durch Vermittlung der Norges Bank, in Deutschland ausschliesslich durch Vermittlung der Deutschen Verrechnungskasse abgewickelt.

Artikel 2.

Unter die Bestimmungen dieses Abkommens fallen folgende Verbindlichkeiten deutscher Schuldner gegenüber norwegischen Gläubigern und norwegischer Schuldner gegenüber deutschen Gläubigern :

(1) Zahlungen aus der Einfuhr norwegischer Waren nach Deutschland und deutscher Waren nach Norwegen.

(2) Zahlungen für Nebenkosten, die in Verbindung mit dem deutsch-norwegischen Warenverkehr entstehen, insbesondere für Zölle, See- und Bahnfrachten und -spesen, Speditionskosten, wirtschaftlich gerechtfertigte Provisionen und Kosten für Geschäftsreisen. Ausgenommen sind Zahlungen auf dem Gebiete des Versicherungsverkehrs.

(3) Zahlungen für Bauleitungs- und Montagekosten sowie für in Verbindung damit stehende Löhne, Gehälter und Auslagen.

(4) Zahlungen für Patentgebühren, sowie — vorbehaltlich besonderer Prüfung im Einzelfalle — für Lizenzen und ähnliche ideelle Leistungen (z. B. Urheber- und Verlegerrechte, Filmmieten).

Als unter die Bestimmungen dieses Abkommens fallend gelten Verbindlichkeiten der unter Abs. 1 Nr. 1 dieses Artikels genannten Art auch dann, wenn die Verpflichtung zur Zahlung gegenüber Personen in einem dritten Lande besteht.

¹ TRANSLATION.

No. 4125. — AGREEMENT BETWEEN THE GERMAN AND NORWEGIAN GOVERNMENTS CONCERNING PAYMENTS IN CONNECTION WITH GOODS TRANSACTIONS BETWEEN THE TWO COUNTRIES (CLEARING AGREEMENT). SIGNED AT BERLIN, FEBRUARY 27TH, 1937.

The undersigned Plenipotentiaries of THE ROYAL NORWEGIAN GOVERNMENT and of THE GERMAN GOVERNMENT have agreed as follows :

Article 1.

Payments between Norway and Germany in connection with obligations covered by the present Agreement shall be effected in Norway exclusively through the intermediary of the Norges Bank and in Germany exclusively through the intermediary of the Deutsche Verrechnungskasse.

Article 2.

The provisions of the present Agreement shall apply to the following obligations of German debtors to Norwegian creditors and of Norwegian creditors to German debtors :

(1) Payments for the import of Norwegian goods into Germany and of German goods into Norway.

(2) Payments for subsidiary charges arising in connection with goods transactions between Germany and Norway, particularly Customs, shipping and rail freights and charges, transport charges, customary and reasonable commissions and refunds of travelling expenses incurred for business purposes. Insurance charges shall not be included.

(3) Payments in respect of contractors' fees and costs of assemblage, together with wages, salaries and disbursements in connection therewith.

(4) Payments for patent fees and — subject to examination of each particular case — for licences and similar payments in virtue of considerations of other than a material kind (such as authors' rights, copyright fees and film leases).

The provisions of the present Agreement shall be deemed to include obligations of the kind to which paragraph 1 (1) of the present Article relates, even where such obligations involve payment to parties in a third country.

Article 3.

“ German goods ” and “ Norwegian goods ” shall be deemed to mean such goods as have either been produced in Germany or Norway respectively, or have undergone considerable finishing or transforming treatment therein.

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

Article 4.

The provisions of the present Agreement shall not apply to transit traffic of the two countries.

Article 5.

1. German debtors who have obligations in reichsmarks of the kind to which Article 2 relates shall make payment on maturity of the sums due into the pooled reichsmark account No. I opened at the Deutsche Verrechnungskasse in the name of the Norges Bank. The Deutsche Verrechnungskasse shall regularly advise the Norges Bank of the payments received for credit of the said account and of the parties to whom such payments are due. The Norges Bank shall make payment out to the said parties in Norwegian crowns to the amount of the sums paid in to their credit in reichsmarks.

German debtors who have obligations in Norwegian crowns of the kind to which Article 2 relates must apply on maturity to the Deutsche Verrechnungskasse for the amounts due in Norwegian crowns, at the same time paying in the equivalent in reichsmarks. The Deutsche Verrechnungskasse shall regularly advise the Norges Bank of the amounts made available in Norwegian crowns for payment out of its pooled Norwegian crown account No. I.

Where the obligation of the German debtor is expressed in a currency other than reichsmarks or Norwegian crowns, the currency in question shall be converted into reichsmarks or Norwegian crowns, as the parties to the transaction may agree, at the official Berlin or Oslo rate of the last Stock Exchange day before the date of payment, and payment shall be made accordingly in reichsmarks into the pooled reichsmark account No. I of the Norges Bank, or application shall be made for Norwegian crowns, as the case may be.

2. Norwegian debtors who have obligations in Norwegian crowns of the kind to which Article 2 relates shall make payment on maturity of the sums due in the pooled Norwegian crown account No. I opened at the Norges Bank in the name of the Deutsche Verrechnungskasse. The Norges Bank shall regularly advise the Deutsche Verrechnungskasse of the payments received for credit of the said account and of the parties to whom such payments are due. The Deutsche Verrechnungskasse shall make payment out to the said parties in reichsmarks to the amount of the sums paid in to their credit in Norwegian crowns.

Norwegian debtors who have obligations in reichsmarks of the kind to which Article 2 relates must apply on maturity to the Norges Bank for the amounts due in reichsmarks, at the same time paying in the equivalent in Norwegian crowns. The Norges Bank shall regularly advise the Deutsche Verrechnungskasse of the amounts made available in reichsmarks for payment out of its pooled reichsmark account No. I.

Where the obligation of the Norwegian debtor is expressed in a currency other than Norwegian crowns or reichsmarks, the currency in question shall be converted into Norwegian crowns or reichsmarks, as the parties to the transaction may agree, at the official Oslo or Berlin rate of the last Stock Exchange day before the date of payment, and payment shall be made accordingly in Norwegian crowns into the pooled Norwegian crown account No. I of the Deutsche Verrechnungskasse or application shall be made for reichsmarks, as the case may be.

3. Payments out to creditors shall be made as and when the necessary funds are available in the chronological order of the payments received, save in so far as may be otherwise agreed in exceptional cases in respect of the order of payment by the two Governments, or by the authorities appointed by them for the purpose.

Article 6.

For the further facilitation of payments, the competent authorities of the two States may in suitable cases allow direct compensation of clearing claims, including claims for commissions, travelling expenses incurred for business purposes and other expenditure incurred in the debtor's country to which private compensation is properly applicable.

Article 7.

Private compensation shall not otherwise be allowed save in exceptional cases with the assent of the competent authorities of the two States.

Article 8.

A proportion, to be determined by special agreement, of all payments made into the Norges Bank under the present Agreement shall be set aside and transferred to a free account in the name of the Deutsche Verrechnungskasse at the Norges Bank. The Deutsche Verrechnungskasse shall be free to dispose at will of the amounts standing to the credit of this account.

Article 9.

The Deutsche Verrechnungskasse and the Norges Bank shall concert together as to technical measures in execution of the present Agreement.

Article 10.

The competent authorities in the two contracting States shall be entitled in special cases to allow exceptions to the provisions of the present Agreement by common accord.

Article 11.

The present Agreement shall come into force one month after the two contracting Governments have notified one another through the diplomatic channel of their respective assent. It shall take the place of the Agreement of September 6th, 1934, between Germany and Norway concerning Payments in connection with Goods Transactions and the Agreements of December 31st, 1934, and March 19th, 1935, in amendment of the aforesaid Agreement, and shall be provisionally applicable as from April 1st, 1937.

Article 12.

The Agreement may be denounced at any time before the end of any month with effect as from the end of the next following month.

Article 13.

Should the present Agreement lapse as a result of denunciation, obligations which have arisen thereunder before such denunciation shall continue after the lapse of the Agreement to be liquidated in accordance with the provisions of the Agreement. The above provision shall not apply to obligations arising in respect of regularly recurrent services, and shall apply to obligations arising out of goods transactions only in respect of goods consigned before the denunciation.

Should a balance remain, after the lapse of the present Agreement and the clearing by the two clearing institutions of the two pooled accounts, in favour of the Norges Bank, the latter shall be entitled to continue to accept payments in Norwegian crowns for the pooled Norwegian crown account No. I of the Deutsche Verrechnungskasse, and to sell amounts in reichsmarks, until such time as the whole of the said balance is liquidated.

Done at Berlin, in duplicate, this 27th day of February, 1937.

For the Royal Norwegian Government :

A. SCHEEL.

For the German Government :

DIECKHOFF.

WOHLTHAT.