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I

(Acts whose publication is obligatory)

COUNCIL REGULATION (EEC) No 3177/82

of 22 November 1982

on the conclusion of a Protocol of financial and technical cooperation between the European Economic Community and the People's Democratic Republic of Algeria

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

People's Democratic Republic of Algeria is hereby approved on behalf of the Community.

Having regard to the Treaty establishing the European Economic Community, and in particular Article 238 thereof,

Having regard to the recommendation from the Commission,

The text of the Protocol is attached to this Regulation.

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas the Protocol on financial and technical cooperation between the European Economic Community and the People's Democratic Republic of Algeria, signed on 28 October 1982, should be approved,

Article 2

The President of the Council shall give the notification provided for in Article 21 (1) of the Protocol ⁽²⁾.

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol on financial and technical cooperation between the European Economic Community and the

Article 3

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 22 November 1982.

For the Council

The President

U. ELLEMANN-JENSEN

⁽¹⁾ Opinion delivered on 19 November 1982 (not yet published in the Official Journal).

⁽²⁾ The date of entry into force of the Protocol will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

PROTOCOL

on financial and technical cooperation between the European Economic Community and the
People's Democratic Republic of Algeria

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

THE PRESIDENT OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA,

of the other part,

REAFFIRMING their resolve to implement cooperation which will contribute to the economic and social development of Algeria and promote the strengthening of relations between the Community and Algeria,

ANXIOUS to pursue to this end the financial and technical cooperation provided for in the Cooperation Agreement,

HAVE DECIDED to conclude this Protocol and to this end have designated as their plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Gunnar RIBERHOLDT,
Ambassador Extraordinary and Plenipotentiary,
Permanent Representative of Denmark,
Chairman of the Permanent Representatives Committee;

Dieter FRISCH,
Director-General for Development,
Commission of the European Communities;

THE PRESIDENT OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA:

Ferhat LOUNES,
Ambassador Extraordinary and Plenipotentiary,
Head of the Mission of the People's Democratic Republic of Algeria to the European Economic Community.

Article 1

Within the framework of the financial and technical cooperation provided for in the Cooperation Agreement concluded between the European Economic Community and the People's Democratic Republic of Algeria, the Community shall participate, on the terms set out in this Protocol, in the financing of measures intended to contribute to the economic and social development of Algeria.

Article 2

1. For the purposes specified in Article 1 and for a period expiring on 31 October 1986, an aggregate amount of 151 million ECU may be committed as follows:

- (a) 107 million ECU in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;

(b) 44 million ECU from the Community's budgetary resources, composed of:

- 16 million ECU in the form of loans on special terms,
- 28 million ECU in the form of grants.

Provision may be made for contributions to risk capital formation, to be charged against the amount shown in the first indent of (b); these may take the form *inter alia* of subordinated loans, conditional loans or acquisitions of holdings.

2. The loans referred to in paragraph 1 (a) — with the exception of those intended for financing the oil sector — carry a 2 % interest rate subsidy financed by means of the funds shown in the second indent of paragraph 1 (b).

Article 3

1. The total amount fixed in Article 2 shall be used for the financing or part-financing of:

- capital projects in the fields of production and economic infrastructure, aimed in particular at diversifying the economic structure of Algeria and especially at promoting its industrialization and modernizing its agriculture,
- technical cooperation schemes that are a preliminary or a complement to capital projects drawn up by Algeria,
- technical cooperation in the field of training.

2. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or schemes (including costs in respect of studies, consulting engineers and technical assistance). They may not be used to cover current administrative, maintenance or operational expenditure.

Article 4

1. Capital projects shall be eligible for financing either by loans from the Bank, combined with interest rate subsidies on the terms set out in Article 2, or by loans on special terms, or by grants, or by a combination of these three means.

2. Technical and economic cooperation shall normally be financed by grants.

Article 5

1. The amounts to be committed each year shall be distributed as evenly as possible throughout the period of application of this Protocol.

2. Any funds not committed at the end of the period referred to in Article 2 (1) shall be used, until exhausted. In that case, the funds shall be used in accordance with the same arrangements as those laid down in this Protocol.

Article 6

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract, subject to the interest rate subsidy referred to in Article 2 (2).

2. Loans on special terms shall be granted for 40 years with 10 years' postponement of amortization and at an interest rate of 1 % per annum. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. The loans may be granted through the intermediary of the State or appropriate Algerian bodies, on condition that they onlend the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects for which they are intended.

Article 7

Aid contributed by the Community for the execution of certain projects may, with the agreement of Algeria, take the form of co-financing in which, in particular, credit and development bodies and institutions of Algeria, of Member States or of third States or international finance organizations would take part.

Article 8

The following shall be eligible for financial and technical cooperation:

(a) in general:

- the Algerian State;

(b) with the agreement of the Algerian Government, for projects or measures approved by it:

- Algerian official development agencies,
- private agencies working in Algeria for economic and social development,
- undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons within the meaning of Article 12,
- groups of producers who are nationals of Algeria, and exceptionally, where no such groups exist, the producers themselves,
- scholarship holders and trainees sent by Algeria under the training schemes referred to in Article 3.

Article 9

1. Upon the entry into force of this Protocol, the Community and Algeria shall establish by mutual agreement the specific objectives of financial and technical cooperation, by reference to the priorities set by Algeria's development plan.

These objectives may be reviewed by mutual agreement to take account of changes in Algeria's economic situation or in the objectives and priorities set by its development plan.

2. Within the framework established pursuant to paragraph 1, financial and technical cooperation shall apply to projects and schemes drawn up by Algeria or by other beneficiaries approved by that country.

Article 10

1. The Algerian State or, with the agreement of its Government, the other possible beneficiaries referred to in Article 8, shall submit their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Algerian authorities and other beneficiaries, in accordance with the objectives referred to in Article 9 (1), and shall inform them of the decisions taken on such requests.

Article 11

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Algeria or the other beneficiaries referred to in Article 8 of this Protocol.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. Certain rules for administering the financial aid granted by the Community will be the subject of an exchange of letters between the Commission and Algeria at the conclusion of this Protocol.

Article 12

All natural and legal persons which come within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of Algeria may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Such legal persons formed in accordance with the law of a Member State of the EEC or of Algeria must have their registered offices, their administrative head offices or their principal establishments in the territories in which the Treaty establishing the EEC is applied or in Algeria; however, where only their registered offices are in those territories or in Algeria, the activities of such legal persons must be effectively and continuously linked with the economy of those territories or of Algeria.

Article 13

To promote participation by Algerian undertakings in the performance of works contracts, an accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders may be used where the works in question, because of their scale, are mainly of interest to Algerian undertakings.

This accelerated procedure may be used for invitations to tender the value of which is estimated at less than two million ECU.

Article 14

1. Algeria shall apply to contracts awarded for the execution of projects or schemes financed by the

Community fiscal and customs arrangements no less favourable than those applied *vis-à-vis* the most favoured international development organization.

2. The fiscal and customs arrangements shall be established by means of an exchange of letters between the Parties.

Article 15

Algeria shall take the necessary measures to ensure that interest and all other payments due to the Community in respect of loans granted under this Protocol are exempted from any national or local tax or levy.

Article 16

Where a loan is accorded to a beneficiary other than the Algerian State, the provisions of a guarantee by the latter or of other adequate guarantees may be required by the Community as a condition of the grant of the loan.

Article 17

Throughout the duration of the loans accorded pursuant to this Protocol, Algeria shall undertake to make available to debtors enjoying such loans, or to the guarantors thereof, the foreign currency necessary for the payment of interest, commission and other charges and the repayment of principal.

Article 18

The results of financial and technical cooperation may be examined within the Cooperation Council. The

latter shall establish, where appropriate, the general guidelines of such cooperation.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

Article 20

This Protocol shall be annexed to the Cooperation Agreement concluded between the European Economic Community and the People's Democratic Republic of Algeria.

Article 21

1. This Protocol shall be subject to approval in accordance with the Contracting Parties' own procedures; the Contracting Parties shall notify each other that the procedures necessary to this end have been completed.

2. This Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

Article 22

This Protocol is drawn up in two original copies in the Danish, Dutch, English, French, German, Greek, Italian and Arabic languages, each of these texts being equally authentic.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Protokoll gesetzt.

Εἰς πίστωσιν τῶν ἀνωτέρω, οἱ ὑπογεγραμμένοι πληρεξούσιοι ἔθεσαν τίς ὑπογραφές τους στό παρόν πρωτόκολλο.

In witness whereof the undersigned plenipotentiaries have signed this Protocol.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent protocole.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente protocollo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Protocol hebben gesteld.

واثباتا لذلك ، وقع المفوضون في نهاية هذا البروتوكول .

Udfærdiget i Bruxelles, den otteogtyvende oktober nitten hundrede og toogfirs.

Geschehen zu Brüssel am achtundzwanzigsten Oktober neunzehnhundertzweiundachtzig.

Έγινε στίς Βρυξέλλες, στίς εἴκοσι ὀκτώ Ὀκτωβρίου χίλια ἐννιακόσια ὀγδόντα δύο.

Done at Brussels on the twenty-eighth day of October in the year one thousand nine hundred and eighty-two.

Fait à Bruxelles, le vingt-huit octobre mil neuf cent quatre-vingt-deux.

Fatto a Bruxelles, addì ventotto ottobre millenovecentottantadue.

Gedaan te Brussel, de achtentwintigste oktober negentienhonderd tweeëntachtig.

تم تحريره في بروكسل ، في الثامن والعشرين من شهر
اكتوبر سنة الف وتسعمائة واثنان وثمانون .

For Rådet for De europæiske Fællesskaber

Für den Rat der Europäischen Gemeinschaften

Γιά τό Συμβούλιο τῶν Εὐρωπαϊκῶν Κοινοτήτων

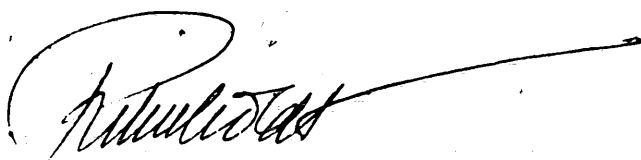
For the Council of the European Communities

Pour le Conseil des Communautés européennes

Per il Consiglio delle Comunità europee

Voor de Raad van de Europese Gemeenschappen

عن مجلس المجموعات الأوروبية



For regeringen for Den demokratiske folkerepublik Algeriet

Für die Regierung der Demokratischen Volksrepublik Algerien

Γιά τήν κυβέρνηση τῆς Λαϊκῆς Δημοκρατίας τῆς Ἀλγερίας

For the Government of the Democratic and Popular Republic of Algeria

Pour le gouvernement de la République algérienne démocratique et populaire

Per il governo della Repubblica democratica popolare di Algeria

Voor de Regering van de Democratische Volksrepubliek Algerije

عن حكومة الجمهورية الجزائرية الديمقراطية الشعبية



COUNCIL REGULATION (EEC) No 3178/82

of 22 November 1982

on the conclusion of a Protocol on financial and technical cooperation between the European Economic Community and the Arab Republic of Egypt

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Arab Republic of Egypt is hereby approved on behalf of the Community.

Having regard to the Treaty establishing the European Economic Community, and in particular Article 238 thereof,

The text of the Protocol is attached to this Regulation.

Having regard to the recommendation from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas the Protocol on financial and technical cooperation between the European Economic Community and the Arab Republic of Egypt, signed on 25 May 1982, should be approved,

Article 2

The President of the Council shall give the notification provided for in Article 21 (1) of the Protocol ⁽²⁾.

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol on financial and technical cooperation between the European Economic Community and the

Article 3

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 22 November 1982.

*For the Council**The President*

U. ELLEMANN-JENSEN

⁽¹⁾ Opinion delivered on 19 November 1982 (not yet published in the Official Journal).

⁽²⁾ The date of entry into force of the Protocol will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

PROTOCOL

on financial and technical cooperation between the European Economic Community and the Arab Republic of Egypt

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT,

of the other part,

REAFFIRMING their resolve to implement cooperation which will contribute to the economic and social development of Egypt and promote the strengthening of relations between the Community and Egypt,

ANXIOUS to pursue to this end the financial and technical cooperation provided for in the Cooperation Agreement,

HAVE DECIDED to conclude this Protocol and to this end have designated as their plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Leo TINDEMANS,

Minister for Foreign Affairs of the Kingdom of Belgium,

President-in-Office of the Council of the European Communities;

Edgar PISANI,

Member of the Commission of the European Communities;

THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT:

Dr Boutros BOUTROS-GHALI,

Minister of State for Foreign Affairs.

Article 1

Within the framework of the financial and technical cooperation provided for in the Cooperation Agreement concluded between the European Economic Community and the Arab Republic of Egypt, the Community shall participate, on the terms set out in this Protocol, in the financing of measures intended to contribute to the economic and social development of Egypt.

Article 2

1. For the purposes specified in Article 1 and for a period expiring on 31 October 1986, an aggregate

amount of 276 million ECU may be committed as follows:

- (a) 150 million ECU in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;
- (b) 126 million ECU from the Community's budgetary resources, composed of:
 - 50 million ECU in the form of loans on special terms,
 - 76 million ECU in the form of grants.

Provision may be made for contributions to risk capital formation, to be charged against the amount shown in the first indent of (b); these may take the form *inter alia* of subordinated loans, conditional loans or acquisitions of holdings.

2. The loans referred to in paragraph 1 (a) — with the exception of those intended for financing the oil sector — carry a 3 % interest rate subsidy financed by means of the funds shown in the second indent of paragraph 1 (b).

Article 3

1. The total amount fixed in Article 2 shall be used for the financing or part-financing of:

- capital projects in the fields of production and economic infrastructure, aimed in particular at diversifying the economic structure of Egypt and especially at promoting its industrialization and modernizing its agriculture,
- technical cooperation schemes that are a preliminary or a complement to capital projects drawn up by the Egyptian Government,
- technical cooperation in the field of training.

2. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or schemes (including costs in respect of studies, consulting engineers and technical assistance). They may not be used to cover current administrative, maintenance or operational expenditure.

Article 4

1. Capital projects shall be eligible for financing either by loans from the Bank, combined with interest rate subsidies on the terms set out in Article 2, or by loans on special terms, or by grants, or by a combination of these three means.

2. Technical and economic cooperation shall normally be financed by grants.

Article 5

1. The amounts to be committed each year shall be distributed as evenly as possible throughout the period of application of this Protocol.

2. Any funds not committed at the end of the period referred to in Article 2 (1) shall be used, until exhausted. In that case, the funds shall be used in accordance with the same arrangements as those laid down in this Protocol.

Article 6

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract, subject to the interest rate subsidy referred to in Article 2 (2).

2. Loans on special terms shall be granted for 40 years with 10 years' postponement of amortization and at an interest rate of 1 % per annum. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. The loans may be granted through the intermediary of the Government or appropriate Egyptian bodies, on condition that they onlend the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects for which they are intended.

Article 7

Aid contributed by the Community for the execution of certain projects may, with the agreement of the Egyptian Government, take the form of co-financing in which, in particular, credit and development bodies and institutions of Egypt, of Member States or of third States or international finance organizations would take part.

Article 8

The following shall be eligible for financial and technical cooperation:

(a) in general:

- the Egyptian State;

(b) with the agreement of the Egyptian Government, for projects or measures approved by it:

- Egyptian official development agencies,
- private agencies working in Egypt for economic and social development,
- undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons within the meaning of Article 12,
- groups of producers who are nationals of Egypt, and exceptionally, where no such groups exist, the producers themselves,
- scholarship holders and trainees sent by the Egyptian Government under the training schemes referred to in Article 3.

Article 9

1. Upon the entry into force of this Protocol, the Community and the Egyptian Government shall establish by mutual agreement the specific objectives of financial and technical cooperation, by reference to the priorities set by Egypt's development plan.

These objectives may be reviewed by mutual agreement to take account of changes in Egypt's economic situation or in the objectives and priorities set by its development plan.

2. Within the framework established pursuant to paragraph 1, financial and technical cooperation shall apply to projects and schemes drawn up by the Egyptian Government or by other beneficiaries approved by it.

Article 10

1. The Egyptian Government or, with its agreement, the other possible beneficiaries referred to in Article 8, shall present their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Egyptian authorities and other beneficiaries, in accordance with the objectives referred to in Article 9 (1), and shall inform them of the decisions taken on such requests.

Article 11

1. The execution, management and maintenance of schemes that are the subject of financing under this

Protocol shall be the responsibility of the Egyptian State or the other beneficiaries referred to in Article 8 of this Protocol.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. Certain rules for administering the financial aid granted by the Community will be the subject of an exchange of letters between the Commission and the Egyptian Government at the conclusion of this Protocol.

Article 12

All natural and legal persons which come within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of Egypt may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Such legal persons formed in accordance with the law of a Member State of the EEC or of Egypt must have their registered offices, their administrative head offices or their principal establishments in the territories in which the Treaty establishing the EEC is applied or in Egypt; however, where only their registered offices are in those territories or in Egypt, the activities of such legal persons must be effectively and continuously linked with the economy of those territories or of Egypt.

Article 13

To promote participation by Egyptian undertakings in the performance of works contracts, an accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders may be used where the works in question, because of their scale, are mainly of interest to Egyptian undertakings. This accelerated procedure may be used for invitations to tender the value of which is estimated at less than two million ECU.

Article 14

1. The Egyptian Government shall apply to contracts awarded for the execution of projects or schemes financed by the Community fiscal and customs arrangements no less favourable than those applied

vis-à-vis the most favoured international development organization.

2. The fiscal and customs arrangements shall be established by means of an exchange of letters between the Parties.

Article 15

The Egyptian Government shall take the necessary measures to ensure that interest and all other payments due to the Community in respect of loans granted under this Protocol are exempted from any national or local tax or levy.

Article 16

Where a loan is accorded to a beneficiary other than the Egyptian State, the provisions of a guarantee by the latter or of other adequate guarantees may be required by the Community as a condition of the grant of the loan.

Article 17

Throughout the duration of the loans accorded pursuant to this Protocol, the Egyptian Government shall undertake to make available to debtors enjoying such loans, or to the guarantors thereof, the foreign currency necessary for the payment of interest, commission and other charges and the repayment of principal.

Article 18

The results of financial and technical cooperation may be examined within the Cooperation Council. The

latter shall establish, where appropriate, the general guidelines of such cooperation.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

Article 20

This Protocol shall be annexed to the Cooperation Agreement concluded between the European Economic Community and the Arab Republic of Egypt.

Article 21

1. This Protocol shall be subject to approval in accordance with the Contracting Parties' own procedures; the Contracting Parties shall notify each other that the procedures necessary to this end have been completed.

2. This Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

Article 22

This Protocol is drawn up in two original copies in the Danish, Dutch, English, French, German, Greek, Italian and Arabic languages, each of these texts being equally authentic.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Protokoll gesetzt.

Εἰς πίστῳσιν τῶν ἀνωτέρῳ, οἱ ὑπογεγραμμένοι πληρεξούσιοι ἔθεσαν τίς ὑπογραφές τους στό παρόν πρωτόκολλο.

In witness whereof the undersigned plenipotentiaries have signed this Protocol.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent protocole.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente protocollo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Protocol hebben gesteld.

وأشياء لما تقدم ، وضع المندوبون المفوضون توقيعهم
اسفل هذا البروتوكول .

Udfærdiget i Bruxelles, den femogtyvende maj nitten hundred og toogfirs

Geschehen zu Brüssel am fünfundzwanzigsten Mai neunzehnhundertzweiundachtzig.

Έγινε στις Βρυξέλλες, στις είκοσι πέντε Μαΐου χίλια έννιακόσια όγδόοντα δύο.

Done at Brussels on the twenty-fifth day of May in the year one thousand nine hundred and eighty-two.

Fait à Bruxelles, le vingt-cinq mai mil neuf cent quatre-vingt-deux.

Fatto a Bruxelles, addì venticinque maggio millenovecentottantadue.

Gedaan te Brussel, de vijfentwintigste mei negentienhonderd tweeëntachtig.

حرر في بروكسل ، في الخامس والعشرين من مايو سنة
الف وتسعمائة وثمان وثمانون .

For Rådet for De europæiske Fællesskaber

Für den Rat der Europäischen Gemeinschaften

Γιά τό Συμβούλιο τῶν Εὐρωπαϊκῶν Κοινοτήτων

For the Council of the European Communities

Pour le Conseil des Communautés européennes

Per il Consiglio delle Comunità europee

Voor de Raad van de Europese Gemeenschappen

من مجلس المجموعات الأوروبية

For regeringen for Den arabiske republik Egypten

Für die Regierung der Arabischen Republik Ägypten

Γιά τήν κυβέρνηση τῆς Ἀραβικῆς Δημοκρατίας τῆς Αἰγύπτου

For the Government of the Arab Republic of Egypt

Pour le gouvernement de la république arabe d'Égypte

Per il governo della Repubblica araba d'Egitto

Voor de Regering van de Arabische Republiek Egypte

من حكومة جمهورية مصر العربية

COUNCIL REGULATION (EEC) No 3179/82

of 22 November 1982

on the conclusion of a Protocol of financial and technical cooperation between the European Economic Community and the Hashemite Kingdom of Jordan

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Hashemite Kingdom of Jordan is hereby approved on behalf of the Community.

Having regard to the Treaty establishing the European Economic Community, and in particular Article 238 thereof,

Having regard to the recommendation from the Commission,

The text of the Protocol is attached to this Regulation.

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas the Protocol on financial and technical cooperation between the European Economic Community and the Hashemite Kingdom of Jordan, signed on 10 June 1981, should be approved,

*Article 2*The President of the Council shall give the notification provided for in Article 21 (1) of the Protocol ⁽²⁾.

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol on financial and technical cooperation between the European Economic Community and the

*Article 3*This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 22 November 1982.

*For the Council**The President*

U. ELLEMANN-JENSEN

⁽¹⁾ Opinion delivered on 19 November 1982 (not yet published in the Official Journal).

⁽²⁾ The date of entry into force of the Protocol will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

PROTOCOL

on financial and technical cooperation between the European Economic Community and the Hashemite Kingdom of Jordan

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

HIS MAJESTY THE KING OF THE HASHEMITE KINGDOM OF JORDAN,

of the other part,

REAFFIRMING their resolve to implement cooperation which will contribute to the economic and social development of Jordan and promote the strengthening of relations between the Community and Jordan,

ANXIOUS to pursue to this end the financial and technical cooperation provided for in the Cooperation Agreement,

HAVE DECIDED to conclude this Protocol and to this end have designated as their plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Paul NOTERDAEME,
Ambassador Extraordinary and Plenipotentiary,
Permanent Representative of Belgium,
Chairman of the Permanent Representatives Committee;

Dieter FRISCH,
Director-General for Development,
Commission of the European Communities;

HIS MAJESTY THE KING OF THE HASHEMITE KINGDOM OF JORDAN:

Hasan ABU NIMAH,
Ambassador Extraordinary and Plenipotentiary,
Head of the Mission of the Hashemite Kingdom of Jordan to the European Communities.

Article 1

Within the framework of the financial and technical cooperation provided for in the Cooperation Agreement concluded between the European Economic Community and the Hashemite Kingdom of Jordan, the Community shall participate, on the terms set out in this Protocol, in the financing of measures intended to contribute to the economic and social development of Jordan.

Article 2

1. For the purposes specified in Article 1 and for a period expiring on 31 October 1986, an aggregate amount of 63 million ECU may be committed as follows:

- (a) 37 million ECU in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;

(b) 26 million ECU from the Community's budgetary resources, composed of:

- 7 million ECU in the form of loans on special terms,
- 19 million ECU in the form of grants.

Provision may be made for contributions to risk capital formation, to be charged against the amount shown in the first indent of (b); these may take the form *inter alia* of subordinated loans, conditional loans or acquisitions of holdings.

2. The loans referred to in paragraph 1 (a) — with the exception of those intended for financing the oil sector — carry a 2 % interest rate subsidy financed by means of the funds shown in the second indent of paragraph 1 (b).

Article 3

1. The total amount fixed in Article 2 shall be used for the financing or part-financing of:

- capital projects in the fields of production and economic infrastructure, aimed in particular at diversifying the economic structure of Jordan and especially at promoting its industrialization and modernizing its agriculture,
- technical cooperation schemes that are a preliminary or a complement to capital projects drawn up by Jordan,
- technical cooperation in the field of training.

2. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or schemes (including costs in respect of studies, consulting engineers and technical assistance). They may not be used to cover current administrative, maintenance or operational expenditure.

Article 4

1. Capital projects shall be eligible for financing either by loans from the Bank, combined with interest rate subsidies on the terms set out in Article 2, or by loans on special terms, or by grants, or by a combination of these three means.

2. Technical and economic cooperation shall normally be financed by grants.

Article 5

1. The amounts to be committed each year shall be distributed as evenly as possible throughout the period of application of this Protocol.

2. Any funds not committed at the end of the period referred to in Article 2(1) shall be used, until exhausted. In that case, the funds shall be used in accordance with the same arrangements as those laid down in this Protocol.

Article 6

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract, subject to the interest rate subsidy referred to in Article 2 (2).

2. Loans on special terms shall be granted for 40 years with 10 years' postponement of amortization and at an interest rate of 1 % per annum. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. The loans may be granted through the intermediary of the State or appropriate Jordanian bodies, on condition that they onlend the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects for which they are intended.

Article 7

Aid contributed by the Community for the execution of certain projects may, with the agreement of Jordan, take the form of co-financing in which, in particular, credit and development bodies and institutions of Jordan, of Member States or of third States or international finance organizations would take part.

Article 8

The following shall be eligible for financial and technical cooperation:

(a) in general:

- the Jordanian State;

(b) with the agreement of the Jordanian Government, for projects or measures approved by it:

- Jordanian official development agencies,
- private agencies working in Jordan for economic and social development,
- undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons within the meaning of Article 12,
- groups of producers who are nationals of Jordan, and exceptionally, where no such groups exist, the producers themselves,
- scholarship holders and trainees sent by Jordan under the training schemes referred to in Article 3.

Article 9

1. Upon the entry into force of this Protocol, the Community and Jordan shall establish by mutual agreement the specific objectives of financial and technical cooperation, by reference to the priorities set by Jordan's development plan.

These objectives may be reviewed by mutual agreement to take account of changes in Jordan's economic situation or in the objectives and priorities set by its development plan.

2. Within the framework established pursuant to paragraph 1, financial and technical cooperation shall apply to projects and schemes drawn up by Jordan or by other beneficiaries approved by that country.

Article 10

1. The Jordanian State or, with the agreement of its Government, the other possible beneficiaries referred to in Article 8, shall submit their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Jordanian authorities and other beneficiaries, in accordance with the objectives referred to in Article 9 (1), and shall inform them of the decisions taken on such requests.

Article 11

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Jordan or the other beneficiaries referred to in Article 8 of this Protocol.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. Certain rules for administering the financial aid granted by the Community will be the subject of an exchange of letters between the Commission and Jordan at the conclusion of this Protocol.

Article 12

All natural and legal persons which come within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of Jordan may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Such legal persons formed in accordance with the law of a Member State of the EEC or of Jordan must have their registered offices, their administrative head offices or their principal establishments in the territories in which the Treaty establishing the EEC is applied or in Jordan; however, where only their registered offices are in those territories or in Jordan, the activities of such legal persons must be effectively and continuously linked with the economy of those territories or of Jordan.

Article 13

To promote participation by Jordanian undertakings in the performance of works contracts, an accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders may be used where the works in question, because of their scale, are mainly of interest to Jordanian undertakings.

This accelerated procedure may be used for invitations to tender the value of which is estimated at less than two million ECU.

Article 14

1. Jordan shall apply to contracts awarded for the execution of projects or schemes financed by the

Community fiscal and customs arrangements no less favourable than those applied *vis-à-vis* the most favoured international development organization.

2. The fiscal and customs arrangements shall be established by means of an exchange of letters between the Parties.

Article 15

Jordan shall take the necessary measures to ensure that interest and all other payments due to the Community in respect of loans granted under this Protocol are exempted from any national or local tax or levy.

Article 16

Where a loan is accorded to a beneficiary other than the Jordanian State, the provisions of a guarantee by the latter or of other adequate guarantees may be required by the Community as a condition of the grant of the loan.

Article 17

Throughout the duration of the loans accorded pursuant to this Protocol, Jordan shall undertake to make available to debtors enjoying such loans, or to the guarantors thereof, the foreign currency necessary for the payment of interest, commission and other charges and the repayment of principal.

Article 18

The results of financial and technical cooperation may be examined within the Cooperation Council. The

latter shall establish, where appropriate, the general guidelines of such cooperation.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

Article 20

This Protocol shall be annexed to the Cooperation Agreement concluded between the European Economic Community and Jordan.

Article 21

1. This Protocol shall be subject to approval in accordance with the Contracting Parties' own procedures; the Contracting Parties shall notify each other that the procedures necessary to this end have been completed.

2. This Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

Article 22

This Protocol is drawn up in two original copies in the Danish, Dutch, English, French, German, Greek, Italian and Arabic languages, each of these texts being equally authentic.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Protokoll gesetzt.

Εἰς πίστῳσιν τῶν ἀνωτέρῳ, οἱ ὑπογεγραμμένοι πληρεξούσιοι ἔθεσαν τίς ὑπογραφές τους στό παρόν πρωτόκολλο.

In witness whereof the undersigned plenipotentiaries have signed this Protocol.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent protocole.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente protocollo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Protocol hebben gesteld.

وأشادت لما تقدم ، وضع المندوبون المفوضون توقيعهم اسفل هذا البروتوكول .

Udfærdiget i Bruxelles, den tiende juni nitten hundrede og toogfirs.

Geschehen zu Brüssel am zehnten Juni neunzehnhundertzweiundachtzig.

Έγινε στίς Βρυξέλλες, στίς δέκα 'Ιουνίου χίλια έννιακόσια όγδόντα δύο.

Done at Brussels on the tenth day of June in the year one thousand nine hundred and eighty-two.

Fait à Bruxelles, le dix juin mil neuf cent quatre-vingt-deux.

Fatto a Bruxelles, addì dieci giugno millenovecentottantadue.

Gedaan te Brussel, de tiende juni negentienhonderd tweeëntachtig.

حررني بروكسل ، في العاشر من حزيران سنة الف وتسعمائة واثنان وثمانون .

For Rådet for De europæiske Fællesskaber

Für den Rat der Europäischen Gemeinschaften

Γιά τό Συμβούλιο τῶν Εὐρωπαϊκῶν Κοινοτήτων

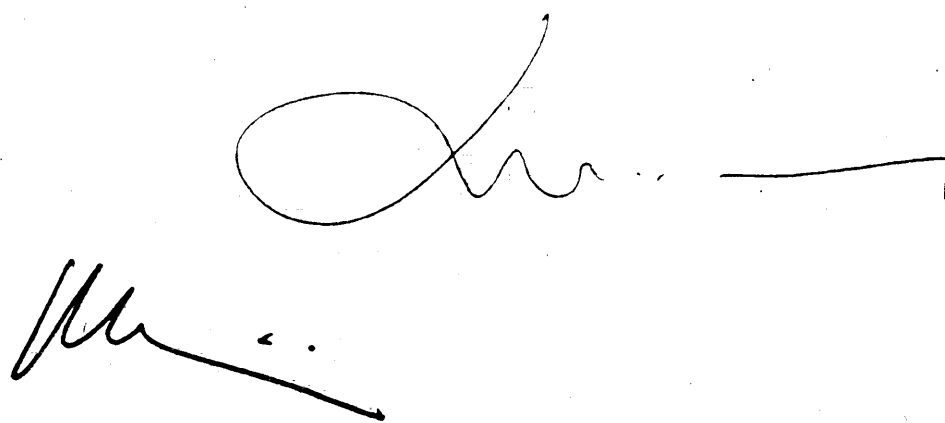
For the Council of the European Communities

Pour le Conseil des Communautés européennes

Per il Consiglio delle Comunità europee

Voor de Raad van de Europese Gemeenschappen

عن مجلس المجموعات الأوروبية



For Hans Majestæt kongen af Det hashemitiske kongerige Jordan

Für Seine Majestät den König des Haschemitischen Königreichs Jordanien

Γιά τήν Αὐτοῦ Μεγαλειότητα τόν Βασιλέα τοῦ Χάσεμιτικοῦ Βασιλείου τῆς Ἰορδανίας

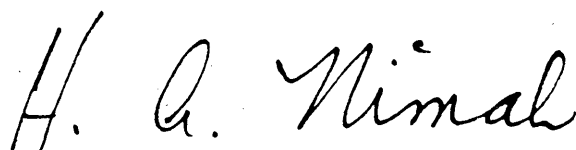
For His Majesty the King of the Hashemite Kingdom of Jordan

Pour Sa Majesté le roi du royaume hachémite de Jordanie

Per Sua Maestà il Re del Regno hascemita di Giordania

Voor Zijne Majesteit de Koning van het Hasjemitische Koninkrijk Jordanië

عن صاحب الجلالة ملك المملكة الاردنية الهاشمية



COUNCIL REGULATION (EEC) No 3180/82

of 22 November 1982

on the conclusion of a Protocol of financial and technical cooperation between the European Economic Community and the Lebanese Republic

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Lebanese Republic is hereby approved on behalf of the Community.

Having regard to the Treaty establishing the European Economic Community, and in particular Article 238 thereof,

The text of the Protocol is attached to this Regulation.

Having regard to the recommendation from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Article 2

Whereas the Protocol on financial and technical cooperation between the European Economic Community and the Lebanese Republic, signed on 17 June 1982, should be approved,

The President of the Council shall give the notification provided for in Article 21 (1) of the Protocol ⁽²⁾.

HAS ADOPTED THIS REGULATION:

*Article 3**Article 1*

The Protocol on financial and technical cooperation between the European Economic Community and the

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 22 November 1982.

*For the Council**The President*

U. ELLEMANN-JENSEN

⁽¹⁾ Opinion delivered on 19 November 1982 (not yet published in the Official Journal).

⁽²⁾ The date of entry into force of the Protocol will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

PROTOCOL

on financial and technical cooperation between the European Economic Community and the
Lebanese Republic

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

THE PRESIDENT OF THE LEBANESE REPUBLIC,

of the other part,

REAFFIRMING their resolve to implement cooperation which will contribute to the economic and social development of Lebanon and promote the strengthening of relations between the Community and Lebanon,

ANXIOUS to pursue to this end the financial and technical cooperation provided for in the Cooperation Agreement,

HAVE DECIDED to conclude this Protocol and to this end have designated as their plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Paul NOTERDAEME,
Ambassador Extraordinary and Plenipotentiary,
Permanent Representative of Belgium,
Chairman of the Permanent Representatives Committee;

Dieter FRISCH,
Director-General for Development,
Commission of the European Communities;

THE PRESIDENT OF THE LEBANESE REPUBLIC:

Joseph DONATO,
Ambassador Extraordinary and Plenipotentiary,
Head of the Mission of the Lebanese Republic to the European Communities.

Article 1

Within the framework of the financial and technical cooperation provided for in the Cooperation Agreement concluded between the European Economic Community and the Lebanese Republic, the Community shall participate, on the terms set out in this Protocol, in the financing of measures intended to contribute to the economic and social development of Lebanon.

Article 2

1. For the purposes specified in Article 1 and for a period expiring on 31 October 1986, an aggregate amount of 50 million ECU may be committed as follows:

- (a) 34 million ECU in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;

(b) 16 million ECU from the Community's budgetary resources, composed of:

- 5 million ECU in the form of loans on special terms,
- 11 million ECU in the form of grants.

Provision may be made for contributions to risk capital formation, to be charged against the amount shown in the first indent of (b); these may take the form *inter alia* of subordinated loans, conditional loans or acquisitions of holdings.

Article 3

1. The total amount fixed in Article 2 shall be used for the financing or part-financing of:

- capital projects in the fields of production and economic infrastructure, aimed in particular at diversifying the economic structure of Lebanon and especially at promoting its industrialization and modernizing its agriculture,
- technical cooperation schemes that are a preliminary or a complement to capital projects drawn up by Lebanon,
- technical cooperation in the field of training.

2. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or schemes (including costs in respect of studies, consulting engineers and technical assistance). They may not be used to cover current administrative, maintenance or operational expenditure.

Article 4

1. Capital projects shall be eligible for financing either by loans from the Bank, or by loans on special terms, or by grants, or by a combination of these three means.

2. Technical and economic cooperation shall normally be financed by grants.

Article 5

1. The amounts to be committed each year shall be distributed as evenly as possible throughout the period of application of this Protocol.

2. Any funds not committed at the end of the period referred to in Article 2 shall be used, until exhausted. In that case, the funds shall be used in accordance with the same arrangements as those laid down in this Protocol.

Article 6

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract.

2. Loans on special terms shall be granted for 40 years with 10 years' postponement of amortization and at an interest rate of 1 % per annum. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. The loans may be granted through the intermediary of the State or appropriate Lebanese bodies, on condition that they onlend the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects for which they are intended.

Article 7

Aid contributed by the Community for the execution of certain projects may, with the agreement of Lebanon, take the form of co-financing in which, in particular, credit and development bodies and institutions of Lebanon, of Member States or of third States or international finance organizations would take part.

Article 8

The following shall be eligible for financial and technical cooperation:

(a) in general:

- the Lebanese State;

(b) with the agreement of the Lebanese Government, for projects or measures approved by it:

- Lebanese official development agencies,
- private agencies working in Lebanon for economic and social development,
- undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons within the meaning of Article 12,
- groups of producers who are nationals of Lebanon, and exceptionally, where no such groups exist, the producers themselves,
- scholarship holders and trainees sent by Lebanon under the training schemes referred to in Article 3.

Article 9

1. Upon the entry into force of this Protocol, the Community and Lebanon shall establish by mutual agreement the specific objectives of financial and technical cooperation, by reference to the priorities set by Lebanon's development plan.

These objectives may be reviewed by mutual agreement to take account of changes in Lebanon's economic situation or in the objectives and priorities set by its development plan.

2. Within the framework established pursuant to paragraph 1, financial and technical cooperation shall apply to projects and schemes drawn up by Lebanon or by other beneficiaries approved by that country.

Article 10

1. The Lebanese State or, with the agreement of its Government, the other possible beneficiaries referred to in Article 8 shall present their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Lebanese authorities and other beneficiaries, in accordance with the objectives referred to in Article 9 (1), and shall inform them of the decisions taken on such requests.

Article 11

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Lebanon or the other beneficiaries referred to in Article 8 of this Protocol.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. Certain rules for administering the financial aid granted by the Community will be the subject of an exchange of letters between the Commission and Lebanon at the conclusion of this Protocol.

Article 12

All natural and legal persons which come within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of Lebanon may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Such legal persons formed in accordance with the law of a Member State of the EEC or of Lebanon must have their registered offices, their administrative head offices or their principal establishments in the territories in which the Treaty establishing the EEC is applied or in Lebanon; however, where only their registered offices are in those territories or in Lebanon, the activities of such legal persons must be effectively and continuously linked with the economy of those territories or of Lebanon.

Article 13

To promote participation by Lebanese undertakings in the performance of works contracts, an accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders may be used where the works in question, because of their scale, are mainly of interest to Lebanese undertakings.

This accelerated procedure may be used for invitations to tender the value of which is estimated at less than two million ECU.

Article 14

1. Lebanon shall apply to contracts awarded for the execution of projects or schemes financed by the

Community fiscal and customs arrangements no less favourable than those applied *vis-à-vis* the most favoured international development organization.

2. The fiscal and customs arrangements shall be established by means of an exchange of letters between the Parties.

Article 15

Lebanon shall take the necessary measures to ensure that interest and all other payments due to the Community in respect of loans granted under this Protocol are exempted from any national or local tax or levy.

Article 16

Where a loan is accorded to a beneficiary other than the Lebanese State, the provisions of a guarantee by the latter or of other adequate guarantees may be required by the Community as a condition of the grant of the loan.

Article 17

Throughout the duration of the loans accorded pursuant to this Protocol, Lebanon shall undertake to make available to debtors enjoying such loans, or to the guarantors thereof, the foreign currency necessary for the payment of interest, commission and other charges and the repayment of principal.

Article 18

The results of financial and technical cooperation may be examined within the Cooperation Council. The

latter shall establish, where appropriate, the general guidelines of such cooperation.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

Article 20

This Protocol shall be annexed to the Cooperation Agreement concluded between the European Economic Community and Lebanon.

Article 21

1. This Protocol shall be subject to approval in accordance with the Contracting Parties' own procedures; the Contracting Parties shall notify each other that the procedures necessary to this end have been completed.

2. This Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

Article 22

This Protocol is drawn up in two original copies in the Danish, Dutch, English, French, German, Greek, Italian and Arabic languages, each of these texts being equally authentic.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Protokoll gesetzt.

Εἰς πίστῳσιν τῶν ἀνωτέρῳ, οἱ ὑπογεγραμμένοι πληρεξούσιοι ἔθεσαν τίς ὑπογραφές-τους στό παρόν πρωτόκολλο.

In witness whereof the undersigned plenipotentiaries have signed this Protocol.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent protocole.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente protocollo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Protocol hebben gesteld.

وأشأتا لما تقدم ، وضع المندوبون المفوضون توقيعهم
اسفل هذا البروتوكول .

Udfærdiget i Bruxelles, den syttende juni nitten hundrede og toogfirs.

Geschehen zu Brüssel am siebzehnten Juni neunzehnhundertzweiundachtzig.

Έγινε στίς Βρυξέλλες, στίς δεκαεπτά Ιουνίου χίλια έννιακόσια ὀγδόντα δύο.

Done at Brussels on the seventeenth day of June in the year one thousand nine hundred and eighty-two.

Fait à Bruxelles, le dix-sept juin mil neuf cent quatre-vingt-deux.

Fatto a Bruxelles, addì diciassette giugno millenovecentottantadue.

Gedaan te Brussel, de zeventiende juni negentienhonderd tweeëntachtig.

حرر في بروكسل ، في المابع عشر من حزيران سنة الف
وتسعمائة واثنان وثمانون .

For Rådet for De europæiske Fællesskaber

Für den Rat der Europäischen Gemeinschaften

Γιά τό Συμβούλιο τῶν Εὐρωπαϊκῶν Κοινοτήτων

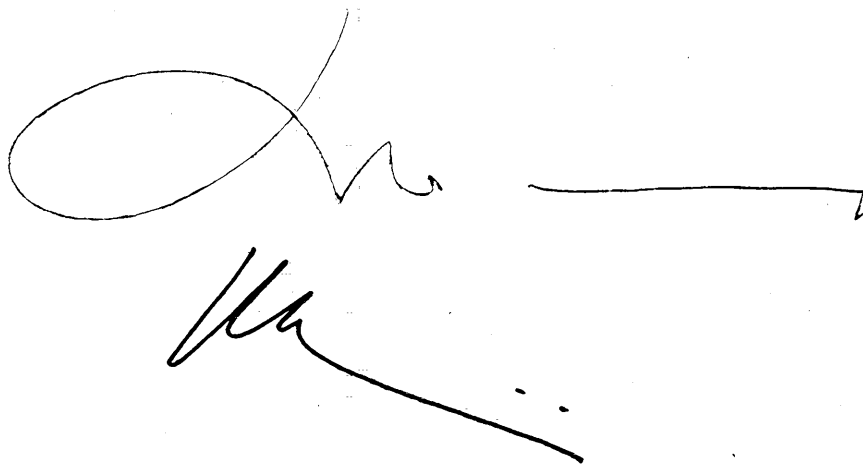
For the Council of the European Communities

Pour le Conseil des Communautés européennes

Per il Consiglio delle Comunità europee

Voor de Raad van de Europese Gemeenschappen

من مجلس المجموعات الأوروبية



For præsidenten for republikken Libanon

Für den Präsidenten der Libanesischen Republik

Γιά τόν Πρόεδρο τῆς Δημοκρατίας τοῦ Λιβάνου

For the President of the Lebanese Republic

Pour le président de la République libanaise

Per il presidente della Repubblica libanese

Voor de President van de Libanese Republiek

من رئيس الجمهورية اللبنانية

Joseph Donato

COUNCIL REGULATION (EEC) No 3181/82

of 22 November 1982

on the conclusion of a Protocol on financial and technical cooperation between the
European Economic Community and the Kingdom of Morocco

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Kingdom of Morocco is hereby approved on behalf of
the Community.

Having regard to the Treaty establishing the European
Economic Community, and in particular Article 238
thereof,

The text of the Protocol is attached to this
Regulation.

Having regard to the recommendation from the
Commission,

Having regard to the opinion of the European
Parliament ⁽¹⁾,

Article 2

Whereas the Protocol on financial and technical
cooperation between the European Economic
Community and the Kingdom of Morocco, signed on
10 June 1982, should be approved,

The President of the Council shall give the notification
provided for in Article 21 (1) of the Protocol ⁽²⁾.

HAS ADOPTED THIS REGULATION:

*Article 3**Article 1*

The Protocol on financial and technical cooperation
between the European Economic Community and the

This Regulation shall enter into force on the day
following its publication in the *Official Journal of the
European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member
States.

Done at Brussels, 22 November 1982.

*For the Council**The President*

U. ELLEMANN-JENSEN

⁽¹⁾ Opinion delivered on 19 November 1982 (not yet
published in the Official Journal).

⁽²⁾ The date of entry into force of the Protocol will be
published in the *Official Journal of the European
Communities* by the General Secretariat of the Council.

PROTOCOL

on financial and technical cooperation between the European Economic Community and the Kingdom of Morocco

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

THE GOVERNMENT OF THE KINGDOM OF MOROCCO,

of the other part,

REAFFIRMING their resolve to implement cooperation which will contribute to the economic and social development of the Kingdom of Morocco and promote the strengthening of relations between the Community and the Kingdom of Morocco,

ANXIOUS to pursue to this end the financial and technical cooperation provided for in the Cooperation Agreement,

HAVE DECIDED to conclude this Protocol and to this end have designated as their plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Paul NOTERDAEME,

Ambassador Extraordinary and Plenipotentiary,

Permanent Representative of Belgium,

Chairman of the Permanent Representatives Committee;

Dieter FRISCH,

Director-General for Development,

Commission of the European Communities;

THE GOVERNMENT OF THE KINGDOM OF MOROCCO:

Zine El Abidine SEBTI,

Ambassador Extraordinary and Plenipotentiary,

Head of the Representation of the Kingdom of Morocco to the European Economic Community;

Article 1

Within the framework of the financial and technical cooperation provided for in the Cooperation Agreement concluded between the European Economic Community and the Kingdom of Morocco, the Community shall participate, on the terms set out in this Protocol, in the financing of measures intended to contribute to the economic and social development of the Kingdom of Morocco.

Article 2

1. For the purposes specified in Article 1 and for a period expiring on 31 October 1986, an aggregate amount of 199 million ECU may be committed as follows:

- (a) 90 million ECU in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;

(b) 109 million ECU from the Community's budgetary resources, composed of:

- 42 million ECU in the form of loans on special terms,
- 67 million ECU in the form of grants.

Provision may be made for contributions to risk capital formation, to be charged against the amount shown in the first indent of (b); these may take the form *inter alia* of subordinated loans, conditional loans or acquisitions of holdings.

2. The loans referred to in paragraph 1 (a) — with the exception of those intended for financing the oil sector — carry a 2 % interest rate subsidy financed by means of the funds shown in the second indent of paragraph 1 (b).

Article 3

1. The total amount fixed in Article 2 shall be used for the financing or part-financing of:

- capital projects in the fields of production and economic infrastructure, aimed in particular at diversifying the economic structure of the Kingdom of Morocco and especially at promoting its industrialization and modernizing its agriculture,
- technical cooperation schemes that are a preliminary or a complement to capital projects drawn up by the Kingdom of Morocco,
- technical cooperation in the field of training.

2. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or schemes (including costs in respect of studies, consulting engineers and technical assistance). They may not be used to cover current administrative, maintenance or operational expenditure.

Article 4

1. Capital projects shall be eligible for financing either by loans from the Bank, combined with interest rate subsidies on the terms set out in Article 2, or by loans on special terms, or by grants, or by a combination of these three means.

2. Technical and economic cooperation shall normally be financed by grants.

Article 5

1. The amounts to be committed each year shall be distributed as evenly as possible throughout the period of application of this Protocol.

2. Any funds not committed at the end of the period referred to in Article 2 (1) shall be used, until exhausted. In that case, the funds shall be used in accordance with the same arrangements as those laid down in this Protocol.

Article 6

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract, subject to the interest rate subsidy referred to in Article 2 (2).

2. Loans on special terms shall be granted for 40 years with 10 years' postponement of amortization and at an interest rate of 1 % per annum. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. The loans may be granted through the intermediary of the State or appropriate Moroccan bodies, on condition that they onlend the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects for which they are intended.

Article 7

Aid contributed by the Community for the execution of certain projects may, with the agreement of the Moroccan Government, take the form of co-financing in which, in particular, credit and development bodies and institutions of the Kingdom of Morocco, of Member States or of third States or international finance organizations would take part.

Article 8

The following shall be eligible for financial and technical cooperation:

(a) in general:

- the Kingdom of Morocco;

(b) with the agreement of the Government of the Kingdom of Morocco, for projects or measures approved by it:

- official development agencies of the Kingdom of Morocco,
- private agencies working in the Kingdom of Morocco for economic and social development,
- undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons in accordance with the law of the Kingdom of Morocco,
- groups of producers who are nationals of the Kingdom of Morocco, and exceptionally, where no such groups exist, the producers themselves,
- scholarship holders and trainees sent by the Kingdom of Morocco under the training schemes referred to in Article 3.

Article 9

1. Upon the entry into force of this Protocol, the Community and the Kingdom of Morocco shall establish by mutual agreement the specific objectives of financial and technical cooperation, by reference to the priorities set by the Kingdom of Morocco's development plan.

These objectives may be reviewed by mutual agreement to take account of changes in the Kingdom of Morocco's economic situation or in the objectives and priorities set by its development plan.

2. Within the framework established pursuant to paragraph 1, financial and technical cooperation shall apply to projects and schemes drawn up by the Government of the Kingdom of Morocco or by other beneficiaries approved by that country.

Article 10

1. The requests for financial aid may be presented to the Community only by the Government of the Kingdom of Morocco on its own behalf or on behalf of the other beneficiaries referred to in Article 8.

2. The Community shall appraise the requests for financing in collaboration with the competent Moroccan authorities and other beneficiaries, in

accordance with the objectives referred to in Article 9 (1), and shall inform them of the decisions taken on such requests.

Article 11

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of the Kingdom of Morocco or the other beneficiaries referred to in Article 8 of this Protocol.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. Certain rules for administering the financial aid granted by the Community will be the subject of an exchange of letters between the Commission and the Kingdom of Morocco at the conclusion of this Protocol.

Article 12

All natural and legal persons which come within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of the Kingdom of Morocco may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Such legal persons formed in accordance with the law of a Member State of the EEC or of the Kingdom of Morocco must have their registered offices, their administrative head offices or their principal establishments in the territories in which the Treaty establishing the EEC is applied or in Morocco; however, where only their registered offices are in those territories or in Morocco, the activities of such legal persons must be effectively and continuously linked with the economy of those territories or of Morocco.

Article 13

To promote participation by Moroccan undertakings in the performance of works contracts, an accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders may be used where the works in question, because of their scale, are mainly of interest to Moroccan undertakings.

This accelerated procedure may be used for invitations to tender the value of which is estimated at less than two million ECU.

Article 14

1. The Kingdom of Morocco shall apply to contracts awarded for the execution of projects or schemes financed by the Community fiscal and customs arrangements no less favourable than those applied *vis-à-vis* the most favoured international development organization.

2. The fiscal and customs arrangements shall be established by means of an exchange of letters between the Parties.

Article 15

The Kingdom of Morocco shall take the necessary measures to ensure that interest and all other payments due to the Community in respect of loans granted under this Protocol are exempted from any national or local tax or levy.

Article 16

Where a loan is accorded to a beneficiary other than the Kingdom of Morocco, the provisions of a guarantee by the latter or of other adequate guarantees may be required by the Community as a condition of the grant of the loan.

Article 17

Throughout the duration of the loans accorded pursuant to this Protocol, the Kingdom of Morocco shall undertake to make available to debtors enjoying such loans, or to the guarantors thereof, the foreign currency necessary for the payment of interest, commission and other charges and the repayment of principal.

Article 18

The results of financial and technical cooperation may be examined within the Cooperation Council. The latter shall establish, where appropriate, the general guidelines of such cooperation.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

Article 20

This Protocol shall be annexed to the Cooperation Agreement concluded between the European Economic Community and the Kingdom of Morocco.

Article 21

1. This Protocol shall enter into force after the Kingdom of Morocco, of the one part, and the Community, of the other part, have notified their agreement on the terms of the Protocol.

2. This Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

Article 22

This Protocol is drawn up in two original copies in the Danish, Dutch, English, French, German, Greek, Italian and Arabic languages, each of these texts being equally authentic.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Protokoll gesetzt.

Εἰς πίστῳσιν τῶν ἀνωτέρῳ, οἱ ὑπογεγραμμένοι πληρεξούσιοι ἔθεσαν τίς ὑπογραφές τους στό παρόν πρωτόκολλο.

In witness whereof the undersigned plenipotentiaries have signed this Protocol.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent protocole.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente protocollo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Protocol hebben gesteld.

وأشياء ما تقدم ، وضع المندوبون المفوضون توقيعهم
اسفل هذا البروتوكول .

Udfærdiget i Bruxelles, den tiende juni nitten hundrede og toogfirs.

Geschehen zu Brüssel am zehnten Juni neunzehnhundertzweiundachtzig.

Έγινε στις Βρυξέλλες, στις δέκα 'Ιουνίου χίλια έννιακόσια όγδόντα δύο.

Done at Brussels on the tenth day of June in the year one thousand nine hundred and eighty-two.

Fait à Bruxelles, le dix juin mil neuf cent quatre-vingt-deux.

Fatto a Bruxelles, addì dieci giugno millenovecentottantadue.

Gedaan te Brussel, de tiende juni negentienhonderd tweeëntachtig.

حرر في بروكسيل ، في العاشر من يونيو سنة
الف وتسعمائة واثنان وثمانون .

For Rådet for De europæiske Fællesskaber

Für den Rat der Europäischen Gemeinschaften

Γιά τό Συμβούλιο τῶν Εὐρωπαϊκῶν Κοινοτήτων

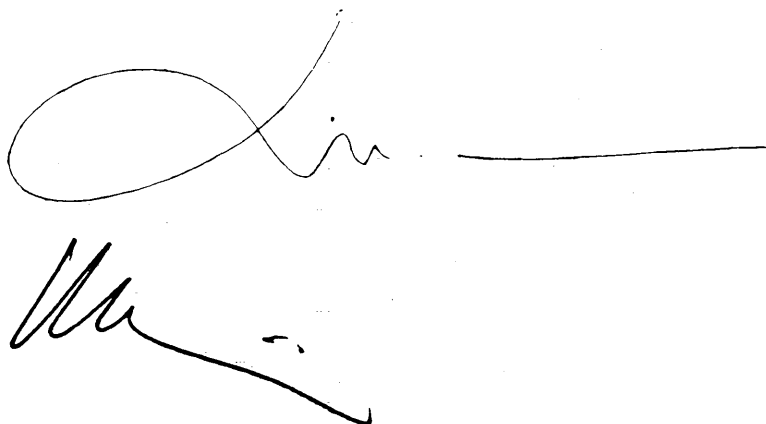
For the Council of the European Communities

Pour le Conseil des Communautés européennes

Per il Consiglio delle Comunità europee

Voor de Raad van de Europese Gemeenschappen

عن مجلس الجماعات الأوروبية



For regeringen for kongeriget Marokko

Für die Regierung des Königreichs Marokko

Γιά τήν κυβέρνηση τοῦ Βασιλείου τοῦ Μαρόκου

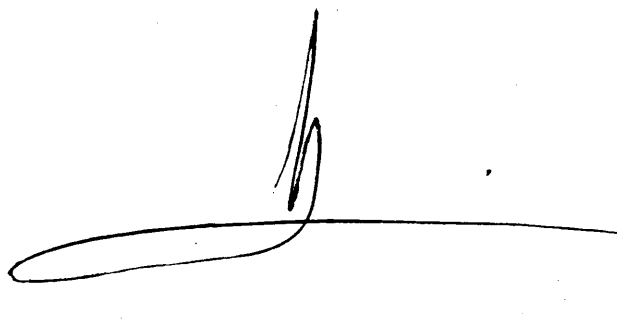
For the Government of the Kingdom of Morocco

Pour le gouvernement du royaume du Maroc

Per il governo del Regno del Marocco

Voor de Regering van het Koninkrijk Marokko

عن حكومة المملكة المغربية



COUNCIL REGULATION (EEC) No 3182/82

of 22 November 1982

on the conclusion of a Protocol on financial and technical cooperation between the
European Economic Community and the Syrian Arab Republic

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Syrian Arab Republic is hereby approved on behalf of
the Community.

Having regard to the Treaty establishing the European
Economic Community, and in particular Article 238
thereof,

The text of the Protocol is attached to this
Regulation.

Having regard to the recommendation from the
Commission,

Having regard to the opinion of the European
Parliament ⁽¹⁾,

Article 2

Whereas the Protocol on financial and technical
cooperation between the European Economic
Community and the Syrian Arab Republic, signed on
10 June 1982, should be approved,

The President of the Council shall give the notification
provided for in Article 21 (1) of the Protocol ⁽²⁾.

HAS ADOPTED THIS REGULATION:

*Article 3**Article 1*

The Protocol on financial and technical cooperation
between the European Economic Community and the

This Regulation shall enter into force on the day
following its publication in the *Official Journal of the
European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member
States.

Done at Brussels, 22 November 1982.

*For the Council**The President*

U. ELLEMANN-JENSEN

⁽¹⁾ Opinion delivered on 19 November 1982 (not yet
published in the Official Journal).

⁽²⁾ The date of entry into force of the Protocol will be
published in the *Official Journal of the European
Communities* by the General Secretariat of the Council.

PROTOCOL

on financial and technical cooperation between the European Economic Community and the Syrian Arab Republic

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC,

of the other part,

REAFFIRMING their resolve to implement cooperation which will contribute to the economic and social development of Syria and promote the strengthening of relations between the Community and Syria,

ANXIOUS to pursue to this end the financial and technical cooperation provided for in the Cooperation Agreement,

HAVE DECIDED to conclude this Protocol and to this end have designated as their plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Paul NOTERDAEME,
Ambassador Extraordinary and Plenipotentiary,
Permanent Representative of Belgium,
Chairman of the Permanent Representatives Committee;

Dieter FRISCH,
Director-General for Development,
Commission of the European Communities;

THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC:

Mouaffac KOUDSI,
Ambassador Extraordinary and Plenipotentiary,
Head of the Mission of the Syrian Arab Republic to the European Communities,

Article 1

Within the framework of the financial and technical cooperation provided for in the Cooperation Agreement concluded between the European Economic Community and the Syrian Arab Republic, the Community shall participate, on the terms set out in this Protocol, in the financing of measures intended to contribute to the economic and social development of Syria.

Article 2

1. For the purposes specified in Article 1 and for a period expiring on 31 October 1986, an aggregate

amount of 97 million ECU may be committed as follows:

- (a) 64 million ECU in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;
- (b) 33 million ECU from the Community's budgetary resources, composed of:
 - 11 million ECU in the form of loans on special terms,
 - 22 million ECU in the form of grants.

Provision may be made for contributions to risk capital formation, to be charged against the amount shown in

the first indent of (b); these may take the form *inter alia* of subordinated loans, conditional loans or acquisitions of holdings.

2. The loans referred to in paragraph 1 (a) — with the exception of those intended for financing the oil sector — carry a 3 % interest rate subsidy financed by means of the funds shown in the second indent of paragraph 1 (b).

Article 3

1. The total amount fixed in Article 2 shall be used for the financing or part-financing of:

- capital projects in the fields of production and economic infrastructure, aimed in particular at diversifying the economic structure of Syria and especially at promoting its industrialization and modernizing its agriculture,
- technical cooperation schemes that are a preliminary or a complement to capital projects drawn up by Syria,
- technical cooperation in the field of training.

2. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or schemes (including costs in respect of studies, consulting engineers and technical assistance). They may not be used to cover current administrative, maintenance or operational expenditure.

Article 4

1. Capital projects shall be eligible for financing either by loans from the Bank, combined with interest rate subsidies on the terms set out in Article 2, or by loans on special terms, or by grants, or by a combination of these three means.

2. Technical and economic cooperation shall normally be financed by grants.

Article 5

1. The amounts to be committed each year shall be distributed as evenly as possible throughout the period of application of this Protocol.

2. Any funds not committed at the end of the period referred to in Article 2(1) shall be used, until exhausted. In that case, the funds shall be used in accordance with the same arrangements as those laid down in this Protocol.

Article 6

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract, subject to the interest rate subsidy referred to in Article 2 (2).

2. Loans on special terms shall be granted for 40 years with 10 years' postponement of amortization and at an interest rate of 1 % per annum. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. The loans may be granted through the intermediary of the State or appropriate Syrian bodies, on condition that they onlend the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects for which they are intended.

Article 7

Aid contributed by the Community for the execution of certain projects may, with the agreement of Syria, take the form of co-financing in which, in particular, credit and development bodies and institutions of Syria, or of Member States or of third States or international finance organizations would take part.

Article 8

The following shall be eligible for financial and technical cooperation:

(a) in general:

- the Syrian State;

(b) with the agreement of the Syrian Government, for projects or measures approved by it:

- Syrian official development agencies,
- private agencies working in Syria for economic and social development,
- undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons within the meaning of Article 12,
- groups of producers who are nationals of Syria, and exceptionally, where no such groups exist, the producers themselves,
- scholarship holders and trainees sent by Syria under the training schemes referred to in Article 3.

Article 9

1. Upon the entry into force of this Protocol, the Community and Syria shall establish by mutual agreement the specific objectives of financial and technical cooperation, by reference to the priorities set by Syria's development plan.

These objectives may be reviewed by mutual agreement to take account of changes in Syria's economic situation or in the objectives and priorities set by its development plan.

2. Within the framework established pursuant to paragraph 1, financial and technical cooperation shall apply to projects and schemes drawn up by Syria or by other beneficiaries approved by that country.

Article 10

1. The Government of Syria or, with its agreement, the other possible beneficiaries referred to in Article 8 shall present their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Syrian authorities and other beneficiaries, in accordance with the objectives referred to in Article 9 (1), and shall inform them of the decisions taken on such requests.

Article 11

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Syria or the other beneficiaries referred to in Article 8 of this Protocol.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. Certain rules for administering the financial aid granted by the Community will be the subject of an exchange of letters between the Commission and Syria at the conclusion of this Protocol.

Article 12

All natural and legal persons which come within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of Syria may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Such legal persons formed in accordance with the law of a Member State of the EEC or of Syria must have their registered offices, their administrative head offices or their principal establishments in the territories in which the Treaty establishing the EEC is applied or in Syria; however, where only their registered offices are in those territories or in Syria, the activities of such legal persons must be effectively and continuously linked with the economy of those territories or of Syria.

Article 13

To promote participation by Syrian undertakings in the performance of works contracts, an accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders may be used where the works in question, because of their scale, are mainly of interest to Syrian undertakings.

This accelerated procedure may be used for invitations to tender the value of which is estimated at less than two million ECU.

Article 14

1. Syria shall apply to contracts awarded for the execution of projects or schemes financed by the Community fiscal and customs arrangements no less favourable than those applied *vis-à-vis* the most favoured international development organization.

2. The fiscal and customs arrangements shall be established by means of an exchange of letters between the Parties.

Article 15

Syria shall take the necessary measures to ensure that interest and all other payments due to the Community in respect of loans granted under this Protocol are exempted from any national or local tax or levy.

Article 16

Where a loan is accorded to a beneficiary other than the Syrian State, the provisions of a guarantee by the latter or of other adequate guarantees may be required by the Community as a condition of the grant of the loan.

Article 17

Throughout the duration of the loans accorded pursuant to this Protocol, Syria shall undertake to make available to debtors enjoying such loans, or to the guarantors thereof, the foreign currency necessary for the payment of interest, commission and other charges and the repayment of principal.

Article 18

The results of financial and technical cooperation may be examined within the Cooperation Council. The latter shall establish, where appropriate, the general guidelines of such cooperation.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

Article 20

This Protocol shall be annexed to the Cooperation Agreement concluded between the European Economic Community and Syria.

Article 21

1. This Protocol shall be subject to approval in accordance with the Contracting Parties' own procedures; the Contracting Parties shall notify each other that the procedures necessary to this end have been completed.
2. This Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

Article 22

This Protocol is drawn up in two original copies in the Danish, Dutch, English, French, German, Greek, Italian and Arabic languages, each of these texts being equally authentic.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Protokoll gesetzt.

Εἰς πίστωσιν τῶν ἀνωτέρω, οἱ ὑπογεγραμμένοι πληρεξούσιοι ἔθεσαν τίς ὑπογραφές τους στό παρόν πρωτόκολλο.

In witness whereof the undersigned plenipotentiaries have signed this Protocol.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent protocole.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente protocollo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Protocol hebben gesteld.

وأشأت لما تقدم ، وضع المندوبون المفوضون توقيعهم
اسفل هذا البروتوكول .

Udfærdiget i Bruxelles, den tiende juni nitten hundrede og toogfirs.

Geschehen zu Brüssel am zehnten Juni neunzehnhundertzweiundachtzig.

Έγινε στις Βρυξέλλες, στις δέκα 'Ιουνίου χίλια έννιακόσια όγδόντα δύο.

Done at Brussels on the tenth day of June in the year one thousand nine hundred and eighty-two.

Fait à Bruxelles, le dix juin mil neuf cent quatre-vingt-deux.

Fatto a Bruxelles, addì dieci giugno millenovecentottantadue.

Gedaan te Brussel, de tiende juni negentienhonderd tweeëntachtig.

حرر في بروكسل ، في العاشر من حزيران سنة الف
وتسعمائة واثنان وثمانون .

For Rådet for De europæiske Fællesskaber

Für den Rat der Europäischen Gemeinschaften

Γιά τό Συμβούλιο τῶν Εὐρωπαϊκῶν Κοινοτήτων

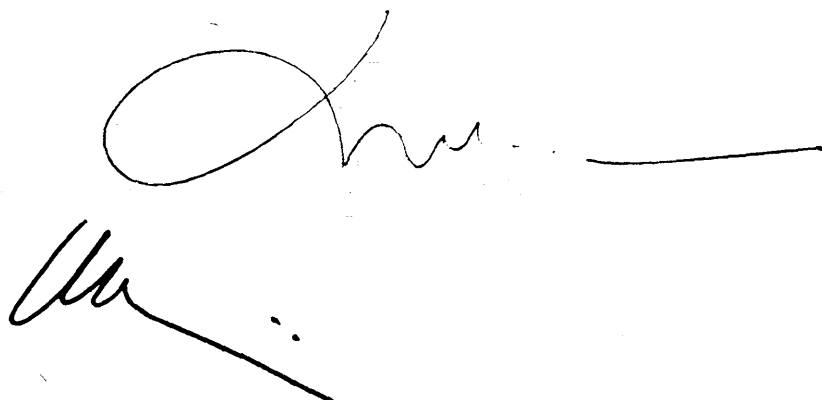
For the Council of the European Communities

Pour le Conseil des Communautés européennes

Per il Consiglio delle Comunità europee

Voor de Raad van de Europese Gemeenschappen

عن مجلس المجموعات الأوروبية



For regeringen for Den arabiske republik Syrien

Für die Regierung der Arabischen Republik Syrien

Γιά τήν κυβέρνηση τῆς Ἀραβικῆς Δημοκρατίας τῆς Συρίας

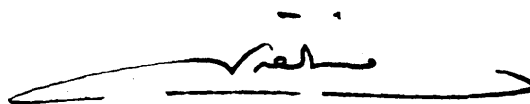
For the Government of the Syrian Arab Republic

Pour le gouvernement de la République arabe syrienne

Per il governo della Repubblica araba siriana

Voor de Regering van de Syrische Arabische Republiek

عن حكومة الجمهورية العربية السورية



COUNCIL REGULATION (EEC) No 3183/82

of 22 November 1982

on the conclusion of a Protocol on financial and technical cooperation between the
European Economic Community and the Republic of Tunisia

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European
Economic Community, and in particular Article 238
thereof,

Having regard to the recommendation from the
Commission,

Having regard to the opinion of the European
Parliament ⁽¹⁾,

Whereas the Protocol on financial and technical
cooperation between the European Economic
Community and the Kingdom of Tunisia, signed on
28 October 1982, should be approved,

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol on financial and technical cooperation
between the European Economic Community and the

Republic of Tunisia is hereby approved on behalf of the
Community.

The text of the Protocol is attached to this
Regulation.

Article 2

The President of the Council shall give the notification
provided for in Article 21 (1) of the Protocol ⁽²⁾.

Article 3

This Regulation shall enter into force on the day
following its publication in the *Official Journal of the
European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member
States.

Done at Brussels, 22 November 1982.

*For the Council**The President*

U. ELLEMANN-JENSEN

⁽¹⁾ Opinion delivered on 19 November 1982 (not yet
published in the Official Journal).

⁽²⁾ The date of entry into force of the Protocol will be
published in the *Official Journal of the European
Communities* by the General Secretariat of the Council.

PROTOCOL

on financial and technical cooperation between the European Economic Community and the Republic of Tunisia

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

THE PRESIDENT OF THE REPUBLIC OF TUNISIA,

of the other part,

REAFFIRMING their resolve to implement cooperation which will contribute to the economic and social development of Tunisia and promote the strengthening of relations between the Community and Tunisia,

ANXIOUS to pursue to this end the financial and technical cooperation provided for in the Cooperation Agreement,

HAVE DECIDED to conclude this Protocol and to this end have designated as their plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Gunnar RIBERHOLDT,
Ambassador Extraordinary and Plenipotentiary,
Permanent Representative of Denmark,
Chairman of the Permanent Representatives Committee;

Dieter FRISCH,
Director-General for Development,
Commission of the European Communities;

THE PRESIDENT OF THE REPUBLIC OF TUNISIA:

Noureddine HACHED,
Ambassador Extraordinary and Plenipotentiary,
Head of the Representation of the Republic of Tunisia to the European Economic Community.

Article 1

Within the framework of the financial and technical cooperation provided for in the Cooperation Agreement concluded between the European Economic Community and the Republic of Tunisia, the Community shall participate, on the terms set out in this Protocol, in the financing of measures intended to contribute to the economic and social development of Tunisia.

Article 2

1. For the purposes specified in Article 1 and for a period expiring on 31 October 1986, an aggregate

amount of 139 million ECU may be committed as follows:

- (a) 78 million ECU in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;
- (b) 61 million ECU from the Community's budgetary resources, composed of:
 - 24 million ECU in the form of loans on special terms,
 - 37 million ECU in the form of grants.

Provision may be made for contributions to risk capital formation, to be charged against the amount shown in

the first indent of (b); these may take the form *inter alia* of subordinated loans, conditional loans or acquisitions of holdings.

2. The loans referred to in paragraph 1 (a) — with the exception of those intended for financing the oil sector — carry a 3 % interest rate subsidy financed by means of the funds shown in the second indent of paragraph 1 (b).

Article 3

1. The total amount fixed in Article 2 shall be used for the financing or part-financing of:

- capital projects in the fields of production and economic infrastructure, aimed in particular at diversifying the economic structure of Tunisia and especially at promoting its industrialization and modernizing its agriculture,
- technical cooperation schemes that are a preliminary or a complement to capital projects drawn up by Tunisia,
- technical cooperation in the field of training.

2. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or schemes (including costs in respect of studies, consulting engineers and technical assistance). They may not be used to cover current administrative, maintenance or operational expenditure.

Article 4

1. Capital projects shall be eligible for financing either by loans from the Bank, combined with interest rate subsidies on the terms set out in Article 2, or by loans on special terms, or by grants, or by a combination of these three means.

2. Technical and economic cooperation shall normally be financed by grants.

Article 5

1. The amounts to be committed each year shall be distributed as evenly as possible throughout the period of application of this Protocol.

2. Any funds not committed at the end of the period referred to in Article 2 (1) shall be used, until exhausted. In that case, the funds shall be used in accordance with the same arrangements as those laid down in this Protocol.

Article 6

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract, subject to the interest rate subsidy referred to in Article 2 (2).

2. Loans on special terms shall be granted for 40 years with 10 years' postponement of amortization and at an interest rate of 1 % per annum. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. The loans may be granted through the intermediary of the State or appropriate Tunisian bodies, on condition that they onlend the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects for which they are intended.

Article 7

Aid contributed by the Community for the execution of certain projects may, with the agreement of Tunisia, take the form of co-financing in which, in particular, credit and development bodies and institutions of Tunisia, of Member States or of third States or international finance organizations would take part.

Article 8

The following shall be eligible for financial and technical cooperation:

(a) in general:

- the Tunisian State;

(b) with the agreement of the Tunisian Government, for projects or measures approved by it:

- Tunisian official development agencies,
- private agencies working in Tunisia for economic and social development,
- undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons within the meaning of Article 12,
- groups of producers who are nationals of Tunisia, and exceptionally, where no such groups exist, the producers themselves,
- scholarship holders and trainees sent by Tunisia under the training schemes referred to in Article 3.

Article 9

1. Upon the entry into force of this Protocol, the Community and Tunisia shall establish by mutual agreement the specific objectives of financial and technical cooperation, by reference to the priorities set by Tunisia's development plan.

These objectives may be reviewed by mutual agreement to take account of changes in Tunisia's economic situation or in the objectives and priorities set by its development plan.

2. Within the framework established pursuant to paragraph 1, financial and technical cooperation shall apply to projects and schemes drawn up by Tunisia or by other beneficiaries approved by that country.

Article 10

1. The Tunisian State or, with the agreement of its Government, the other possible beneficiaries referred to in Article 8, shall submit their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Tunisian authorities and other beneficiaries, in accordance with the objectives referred to in Article 9 (1), and shall inform them of the decisions taken on such requests.

Article 11

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Tunisia or the other beneficiaries referred to in Article 8 of this Protocol.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. Certain rules for administering the financial aid granted by the Community will be the subject of an exchange of letters between the Commission and Tunisia at the conclusion of this Protocol.

Article 12

All natural and legal persons which come within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of Tunisia may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Such legal persons formed in accordance with the law of a Member State of the EEC or of Tunisia must have their registered offices, their administrative head offices or their principal establishments in the territories in which the Treaty establishing the EEC is applied or in Tunisia; however, where only their registered offices are in those territories or in Tunisia, the activities of such legal persons must be effectively and continuously linked with the economy of those territories or of Tunisia.

Article 13

To promote participation by Tunisian undertakings in the performance of works contracts, an accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders may be used where the works in question, because of their scale, are mainly of interest to Tunisian undertakings.

This accelerated procedure may be used for invitations to tender the value of which is estimated at less than two million ECU.

Article 14

1. Tunisia shall apply to contracts awarded for the execution of projects or schemes financed by the Community fiscal and customs arrangements no less favourable than those applied *vis-à-vis* the most favoured international development organization.

2. The content of the arrangements mentioned in the above paragraph shall be established by means of an exchange of letters between the Parties.

Article 15

Tunisia shall take the necessary measures to ensure that interest and all other payments due to the Community in respect of loans granted under this Protocol are exempted from any national or local tax or levy.

Article 16

Where a loan is accorded to a beneficiary other than the Tunisian State, the provisions of a guarantee by the latter or of other adequate guarantees may be required by the Community as a condition of the grant of the loan.

Article 17

Throughout the duration of the loans accorded pursuant to this Protocol, Tunisia shall undertake to make available to debtors enjoying such loans, or to the guarantors thereof, the foreign currency necessary for the payment of interest, commission and other charges and the repayment of principal.

Article 18

The results of financial and technical cooperation may be examined within the Cooperation Council. The latter shall establish, where appropriate, the general guidelines of such cooperation.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

Article 20

This Protocol shall be annexed to the Cooperation Agreement concluded between the European Economic Community and the Republic of Tunisia.

Article 21

1. This Protocol shall be subject to approval in accordance with the Contracting Parties' own procedures; the Contracting Parties shall notify each other that the procedures necessary to this end have been completed.

2. This Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

Article 22

This Protocol is drawn up in two original copies in the Danish, Dutch, English, French, German, Greek, Italian and Arabic languages, each of these texts being equally authentic.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Protokoll gesetzt.

Εἰς πίστωσιν τῶν ἀνωτέρω, οἱ ὑπογεγραμμένοι πληρεξούσιοι ἔθεσαν τίς ὑπογραφές τους στό παρόν πρωτόκολλο.

In witness whereof the undersigned plenipotentiaries have signed this Protocol.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent protocole.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente protocollo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Protocol hebben gesteld.

وأشأتا لذلك ، وقع السند من المفوضون اسفل هذا البروتوكول .

Udfærdiget i Bruxelles, den otteogtyvende oktober nitten hundrede og toogfirs.

Geschehen zu Brüssel am achtundzwanzigsten Oktober neunzehnhundertzweiundachtzig.

Έγινε στις Βρυξέλλες, στις είκοσι ὀκτώ Ὀκτωβρίου χίλια ἑννιακόσια ὀγδόντα δύο.

Done at Brussels on the twenty-eighth day of October in the year one thousand nine hundred and eighty-two.

Fait à Bruxelles, le vingt-huit octobre mil neuf cent quatre-vingt-deux.

Fatto a Bruxelles, addì ventotto ottobre millenovecentottantadue.

Gedaan te Brussel, de achtentwintigste oktober negentienhonderd tweeëntachtig.

حرر في بروكسيل ، في الثامن والعشرين من شهر أكتوبر
سنة ألف وتسعمائة وأثنان وثمانون .

For Rådet for De europæiske Fællesskaber

Für den Rat der Europäischen Gemeinschaften

Γιά τό Συμβούλιο τῶν Εὐρωπαϊκῶν Κοινοτήτων

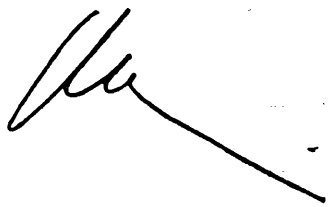
For the Council of the European Communities

Pour le Conseil des Communautés européennes

Per il Consiglio delle Comunità europee

Voor de Raad van de Europese Gemeenschappen

من مجلس الجماعات الأوروبية



For præsidenten for Den tunesiske Republik

Für den Präsidenten der Tunesischen Republik

Γιά τόν Πρόεδρο τῆς Δημοκρατίας τῆς Τυνησίας

For the President of the Republic of Tunisia

Pour le président de la République tunisienne

Per il presidente della Repubblica di Tunisia

Voor de President van de Republiek Tunesië

عن رئيس الجمهورية التونسية

