

Official Journal

of the European Communities

ISSN 0378-6978

L 352

Volume 35

2 December 1992

English edition

Legislation

Contents

I *Acts whose publication is obligatory*

.....

II *Acts whose publication is not obligatory*

Council

- ★ **Council Directive 92/98/EEC of 16 November 1992 amending Annex V to Directive 77/93/EEC on protective measures against the introduction into the Community of organisms harmful to plants or plant products and against their spread within the Community** 1
- 92/547/Euratom:
- ★ **Council Decision of 16 November 1992 extending the status of Kernkraftwerk Lingen GmbH as a joint undertaking** 9
- 92/548/EEC:
- ★ **Council Decision of 16 November 1992 on the conclusion of a Protocol on financial and technical cooperation between the European Economic Community and the Kingdom of Morocco** 13
- Protocol on financial and technical cooperation between the European Economic Community and the Kingdom of Morocco 14
- 92/549/EEC:
- ★ **Council Decision of 16 November 1992 on the conclusion of a Protocol on financial and technical cooperation between the European Economic Community and the Syrian Arab Republic** 21
- Protocol on financial and technical cooperation between the European Economic Community and the Syrian Arab Republic 22

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DIRECTIVE 92/98/EEC

of 16 November 1992

amending Annex V to Directive 77/93/EEC on protective measures against the introduction into the Community of organisms harmful to plants or plant products and against their spread within the Community

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to Council Directive 77/93/EEC of 21 December 1976 on protective measures against the introduction into the Community of organisms harmful to plants or plant products and against their spread within the Community ⁽¹⁾, and in particular the first paragraph of Article 13 thereof,

Having regard to the proposal from the Commission,

Whereas the said Directive laid down that certain plants, plant products and other objects must be subjected to a plant health inspection at the place of production if originating in the Community, before movement within the Community, or in the country of origin or the consignor country, if originating outside the Community, before being permitted to enter the Community;

Whereas the application of the Community plant health arrangements to the Community as an area without internal frontiers, and the introduction of protected zones, calls for a revision of Annex V, in particular the structure

including the respective titles thereof, as well as the respective lists of commodities subjected to the abovementioned plant health inspection;

Whereas this revision should take into account the results of an assessment of plant health risks arising from Community and third country products respectively, which has been based on available more recent scientific evidence, as well as the harmful organisms of Community concern and the related special requirements as laid down in Annexes I, II, III and IV of the said Directive; whereas, in particular, the commodities should be grouped as those being potential carriers of harmful organisms of relevance for the entire Community and those being potential carriers of harmful organisms of relevance for certain protected zones only, irrespective of their origin,

HAS ADOPTED THIS DIRECTIVE:

Article 1

Annex V to Directive 77/93/EEC is hereby replaced by that which appears in the Annex hereto.

Article 2

1. Member States shall bring into force the laws, regulations or administrative provisions necessary to comply with this Directive by six months after adoption thereof. They shall forthwith inform the Commission thereof.

⁽¹⁾ OJ No L 26, 31. 1. 1977, p. 20, as last amended by Commission Directive 92/10/EEC (OJ No L 70, 17. 3. 1992, p. 27).

2. When these measures are adopted by Member States, they shall contain a reference to this Directive or shall be accompanied by such reference on the occasion of their official publication. The methods of making such a reference shall be laid down by the Member States.

3. Member States shall immediately communicate to the Commission all provisions of national law which they adopt in the field governed by this Directive. The Commission shall inform the other Member States thereof.

Article 3

This Directive is addressed to the Member States.

Done at Brussels, 16 November 1992.

For the Council

The President

J. GUMMER

ANNEX

ANNEX V

PLANTS, PLANT PRODUCTS AND OTHER OBJECTS WHICH MUST BE SUBJECT TO A PLANT HEALTH INSPECTION — AT THE PLACE OF PRODUCTION IF ORIGINATING IN THE COMMUNITY, BEFORE BEING MOVED WITHIN THE COMMUNITY, — IN THE COUNTRY OF ORIGIN OR THE CONSIGNOR COUNTRY, IF ORIGINATING OUTSIDE THE COMMUNITY, — BEFORE BEING PERMITTED TO ENTER THE COMMUNITY

PART A

Plants, plant products and other originating in the Community

I. *Plants, plant products and other objects which are potential carriers of harmful organisms of relevance for the entire Community and which must be accompanied by a plant passport*

1. Plants and plant products

- 1.1. Plants, intended for planting other than seeds of the genera *Chaenomeles* Lindl., *Cotoneaster* Ehrh., *Crataegus* L., *Cydonia* Mill., *Eriobotrya* Lindl., *Malus* Mill., *Mespilus* L., *Prunus* L., *Pyracantha* Roem., *Pyrus* L., *Sorbus* L., other than *Sorbus intermedia* (Ehrh.) Pers., — *Stranvaesia* Lindl.
- 1.2. Plants of *Beta vulgaris* L. and *Humulus lupulus* L., intended for planting, other than seeds.
- 1.3. Plants of stolon- or tuber-forming species of *Solanum* L. or their hybrids, intended for planting.
- 1.4. Plants of *Fortunella* Swingle, *Poncirus* Raf., and their hybrids and *Vitis* L., other than fruit and seeds
- 1.5. Without prejudice to 1.6, plants of *Citrus* L. and its hybrids other than fruit and seeds.
- 1.6. Fruits of *Citrus Clementina* L. with penduncles and leaves.
- 1.7. Wood within the meaning of the first subparagraph, of Article 2 (2) where it:
 - (a) has been obtained in whole or part from one of the following genera:
 - *Castanea* Mill., excluding wood which has been stripped of bark,
 - *Platanus* L., including wood which has not kept its natural round surface;
 - and
 - (b) meets one of the following descriptions laid down in Annex I Part II to Council Regulation (EEC) No 2658/87 of 23 July 1987 on the tariff and statistical nomenclature and on the Common Customs Tariff ⁽¹⁾

CN-code	Description
4401 10	Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms
4401 22	Wood in chips or particles
ex 4401 30	Wood waste and scrap, not agglomerated in logs, briquettes, pellets or similar forms

⁽¹⁾ OJ No L 256, 7. 9. 1987, p. 1., as last amended by Commission Regulation (EEC) No 2505/92 (OJ No L 267, 14. 9. 1992, p. 1).

CN-code	Description
4403 99	Wood in the rough, whether or not stripped of bark or sapwood, or roughly squared: — Other than treated with paint, stains, creosote or other preservatives, — other than coniferous, oak (<i>Quercus</i> spp.) or beech (<i>Fagus</i> spp.)
ex 4404 20	Split poles: piles, pickets and stakes of wood, painted but not sawn lengthwise: — non-coniferous
4406 10	Railway or tramway sleepers (cross-ties) of wood: — not impregnated
ex 4407 99	Wood sawn or chipped lengthwise, sliced or peeled, not planed, sanded or finger-jointed, of a thickness exceeding 6 mm, in particular beams, planks, flitches, boards, laths: — other than coniferous, tropical woods, oak (<i>Quercus</i> spp.) or beech (<i>Fagus</i> spp.).

1.8. isolated bark of *Castanea* Mill.

2. Plants, plant products and other objects produced by producers whose production and sale is authorized to persons professionally engaged in plant production, other than those plants, plant products and other objects which are prepared and ready for sale to the final consumer, and for which it is ensured by the responsible official bodies of the Member States, that the production thereof is clearly separate from that of other products.

2.1. Plants intended for planting other than seeds of the genera *Abies* Mill., *Apium graveolens* L., *Argyranthemum* spp., *Aster* spp., *Brassica* spp., *Castanea* Mill., *Cucumis* spp., *Dendranthema* (DC) Des Moul., *Dianthus* L. and hybrids *Exacum* spp., *Fragaria* L., *Gerbera* Cass., *Gypsophila* L., all varieties of New Guinea hybrids of *Impatiens* L., *Lactuca* spp., *Larix* Mill., *Leucanthemum* L., *Lupinus* L., *Palargonium* l'Herit. ex Ait., *Picea* A. Dietr., *Pinus* L., *Platanus* L., *Populus* L., *Pseudotsuga* Carr., *Quercus* L., *Rubus* L., *Spinacia* L., *Tanacetum* L., *Tsuga* Carr. and *Verbena* L.

2.2. Plants of Solanaceae, other than those referred-to in item 1.3 intended for planting, other than seeds.

2.3. Plants of Araceae, Merantaceae, Musaceae, *Persea* spp. and Strelitziaceae, rooted or with growing medium attached or associated

2.4. Seeds and bulbs of *Allium cepa* L., *Allium porrum* L. en *Allium schoenoprasum* L.

3. Bulbs and corms intended for planting, produced by producers whose production and sale is authorized to persons professionally engaged in plant production, other than those plants, plant products and other objects which are prepared and ready for sale to the final consumer, and for which it is ensured by the responsible official bodies of the Member States, that the production thereof is clearly separate from that of other products of *Camassia* Lindl., *Chionodoxa* Boiss., *Crocus flavus* Weston 'Golden Yellow', *Galanthus* L., *Galtonia candicans* (Baker) Decne, *Gladiolus* Tourn. ex L., *Hyacinthus* L., *Iris* L., *Ismene* Herbert, *Muscari* Miller., *Narcissus* L., *Ornithogalum* L., *Puschkinia* Adams, *Scilla* L., *Tigridia* Juss., and *Tulipa* L.

II. Plants, plant products and other objects which are potential carriers of harmful organisms of relevance for certain protected zones, and which must be accompanied by a plant passport valid for the appropriate zone when introduced into or moved within that zone

Without prejudice to the plants, plant products and other objects listed in Part I.

1. Plants, plant products and other objects.

1.1. Plants of conifers (Coniferales), as appropriate

- 1.2. Plants intended for planting, other than seed, of *Populus* L. and *Beta vulgaris* L.
- 1.3. Plants, other than fruit and seeds, of *Chaenomeles* Lindl., *Cotoneaster* Ehrh., *Crataegus* L., *Cydonia* Mill., *Eriobotrya* Lindl., *Eucalyptus* L'Herit., *Malus* Mill., *Mespilus* L., *Persea americana* P. Mill., *Pyracantha* Roem., *Pyrus* L., *Sorbus* L., other than *Sorbus intermedia* (Ehrh.) Pers. and *Stranvaesia* Lindl.
- 1.4. Live pollen for pollination of *Chaenomeles* Lindl., *Cotoneaster* Ehrh., *Crataegus* L., *Cydonia* Mill., *Eriobotrya* Lindl., *Malus* Mill., *Mespilus* L., *Pyracantha* Roem., *Pyrus* L., *Sorbus* L. other than *Sorbus intermedia* (Ehrh.) Pers. and *Stranvaesia* Lindl.
- 1.5. Tubers of *Solanum tuberosum* L., intended for planting.
- 1.6. Plants of *Beta vulgaris* L., intended for animal fodder or for industrial processing.
- 1.7. Soil and unsterilized waste from beet (*Beta vulgaris* L.)
- 1.8. Seeds of *Beta vulgaris* L., *Dolichos* Jacq., *Gossypium* spp. and *Phaseolus vulgaris* L.
- 1.9. Fruits (bolls) of *Gossypium* spp.
- 1.10. Wood within the meaning of the first subparagraph of Article 2 (2), where it
 - (a) has been obtained in whole or part from conifers (Coniferales), and
 - (b) meets one of the following description laid down in Annex I Part II to Regulation (EEC) No 2658/87.

CN-code	Description
4401 10	Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms
4401 21	Wood in chips or particles
ex 4401 30	Wood waste and scrap, not agglomerated in logs, briquettes, pellets or similar forms
4403 20	Wood in the rough, whether or not stripped of bark or sapwood, or roughly squared: — other than treated with paint, stains creosote or other preservatives
ex 4404 10	Split poles: piles pickets and stakes of wood, pointed but not sawn lengthwise
4406 10	Railway or tramway sleepers (cross-ties): — not impregnated
ex 4407 10	Wood sawn or chipped lengthwise sliced or peels, not planed, sanded or finger-jointed of a thickness exceeding 6 mm (in particular, beams, planks, flitches, boards, laths)
ex 4415 10	Packing cases, crates, drums
ex 4415 20	Pallets, box pallets and other load boards — other than pallets and box pallets where they satisfy the standard set up for 'UIC-Pallets' and are marked accordingly

- 1.11. Isolated bark of conifers (Coniferales).

2. Plants, plant products and other objects produced by producers whose production and sale is authorized to persons professionally engaged in plant production, other than those plants, plant products and other objects which are prepared and ready for sale to the final consumer, and for which it is ensured by the responsible official bodies of the Member States, that the production thereof is clearly separate from that of other products.
 - 2.1. Without prejudice to item II 1.1, plant of conifers (Coniferales) intended for planting, other than seeds.
 - 2.2. Plants of *Begonia* L. and *Euphoria pulcherrima* Willd., intended for planting, other than seeds.

PART B

Plants, plant products and other objects originating in territories, other than those territories referred to in part A

I. *Plants, plant products and other objects which are potential carriers of harmful organisms of relevance for the entire Community*

1. Plants, intended for planting, other than seeds or aquarium plants, but including seeds of *Cruciferae*, *Gramineae*, *Trifolium* spp. originating in Argentina, Australia, Bolivia, Chile, New-Zealand and Uruguay, *Capsicum* spp. *Helianthus annuus* L., *Lycopersicon lycopersicum* (L.) Karsten ex Farw., *Medicago sativa* L., *Prunus* L., *Rubus* L., *Oryza* spp., *Zea mais* L., *Allium cepa* L., *Allium porrum* L., *Allium schoenoprasum* L., and *Phaseolus* L.

2. Parts of plants, other than fruits and seeds of

- *Castanea* Mill., *Dendranthema* (DC) Des. Moul., *Dianthus* L., *Pelargonium* l'Herit ex Ait, *Phoenix* spp., *Populus* L., *Quercus* L.,
- conifers (Coniferales),
- *Acer saccharum* Marsh., originating in North American countries,
- *Prunus* L., originating in non-European countries.

3. Fruits of:

- *Citrus* L., *Fortunella* Swingle, *Ponciros* Raf., and their hybrids,
- *Annona* L., *Cydonia* Mill., *Diospyros* L., *Malus* Mill., *Mangifera* L., *Passiflora* L., *Prunus* L., *Psidium* L., *Pyrus* L., *Ribes* L., *Syzygium* Gaertn., and *Vaccinium* L., originating in non-European countries.

4. Tubers of *Solanum tuberosum* L.

5. Isolated bark of:

- conifers (Coniferales),
- *Acer saccharum* Marsh., *Castanea* Mill., *Populus* L., and *Quercus* L. other than *Quercus suber* L.

6. Wood within the meaning of the first subparagraph of Article 2 (2), where it:

(a) has been obtained in whole or part from one of the order, genera or species as described hereafter.

- *Castanea* Mill.,
- *Castanea* Mill., *Quercus* L., including wood which has not kept its natural round surface, originating in North American countries,
- *Platanus*, including wood which has not kept its natural round surface,
- Conifers (Coniferales), other than *Pinus* L., originating in non-European countries, including wood which has not kept its natural round surface,
- *Pinus* L., including wood which has not kept its natural round surface,
- *Populus* L., originating in countries of the American continent,
- *Acer saccharum* Marsh., including wood which has not kept its natural surface, originating in North American countries,

and

(b) meets one of the following description laid down in Annex I Part II to Regulation (EEC) No 2658/87.

CN-code	Description
4401 10	Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms
ex 4401 21	Wood in chips or particles
	— coniferous originating in non-European countries

CN-code	Description
4401 22	Wood in chips or particles = non-coniferous
ex 4401 30	Wood waste and scrap, not agglomerated in logs, briquettes, pellets or similar forms
ex 4403 20	Wood in the rough, whether or not stripped of bark of sapwood or roughly squared = other than treated with paint, stains, creosote or other preservatives, coniferous originating in non-European countries
4403 91	Wood in the rough, whether or not stripped of bark of sapwood or roughly squared: — other than treated with paint, stains, creosote or other preservatives = oak (<i>Quercus</i> spp.)
4403 99	Wood in the rough, whether or not stripped of bark or sapwood, or roughly squared — other than treated with paint, stains, creosote or other preservatives, = other than coniferous, of oak (<i>Quercus</i> spp.) or of beech (<i>Fagus</i> spp.)
ex 4404 10	Split poles: piles, pickets and stakes of wood, pointed but not sawn lengthwise — coniferous, originating in non-European countries
ex 4404 20	Split poles: piles, pickets and stakes of wood, pointed but not sawn lengthwise — non-coniferous
4406 10	Railway or tramway sleepers (cross-ties) of wood — not impregnated
ex 4407 10	Wood sawn or chipped lengthwise, sliced or peeled, not planed, sanded or finger-jointed, of a thickness exceeding 6 mm, in particular beams, planks, flitches, boards, laths — coniferous in non-European countries
ex 4407 91	Wood sawn or chipped lengthwise, sliced or peeled, not planed, sanded or finger-jointed, of a thickness exceeding 6 mm, in particular beams, planks, flitches, boards, laths — oak (<i>Quercus</i> spp.)
ex 4407 99	Wood sawn or chipped lengthwise, sliced or peeled, not planed, sanded or finger-jointed, of a thickness exceeding 6 mm, in particular beams, planks, flitches, boards, laths — other than coniferous, of tropical woods, of oak (<i>Quercus</i> spp.) or of beech (<i>Fagus</i> spp.)
ex 4415 10	Packing cases, crates and drums of wood originating in non-European countries
ex 4415 20	Pallets, box pallets and other load boards, of wood originating in non-European countries
ex 4416 00	Barrels of wood, including staves, of oak (<i>Quercus</i> spp.)

Pallets and box pallets (CN code ex 4415 20) are also exempted where they satisfy the standard set up for UIC-Pallets and are marked accordingly.

7. (a) Soil and growing medium as such, which consists in whole or in part of soil or solid organic substances such as part of plants, humus including peat or bark, other than that composed entirely of peat.
- (b) Soil and growing medium, attached to or associated with plants, consisting in whole or in part of material specified in (a) or consisting in whole or in part of peat or of any solid inorganic substance

intended to sustain the vitality of the plants, originating in Turkey, Belarus, Estonia, Latvia, Lithuania, Moldova, Russia, Ukraine, and in non-European countries other than Cyprus, Egypt, Israel, Libya, Malta, Morocco and Tunisia.

II. *Plants, plant products and other objects which are potential carriers of harmful organisms of relevance for certain protected zones*

Without prejudice to the plants, plant products and other objects listed in I.

1. Plants of *Beta vulgaris* L. intended for animal fodder or for industrial processing.
2. Soil and unsterilized waste from beet (*Beta vulgaris* L.).
3. Live pollen for pollination of *Chaenomeles* Lindl., *Cotoneaster* Ehrh., *Crataegus* L., *Cydonia* Mill., *Eriobotrya* Lindl., *Malus* Mill., *Mespilus* L., *Pyracantha* Roem., *Pyrus* L., *Sorbus* L., other than *Sorbus intermedia* (Ehrh.) Pers., and *Stranvaesia* Lindl.,
4. Parts of plants, other than fruits and seeds of *Chaenomeles* Lindl., *Cotoneaster* Ehrh., *Crataegus* L., *Cydonia* Mill., *Eriobotrya* Lindl., *Malus* Mill., *Mespilus* L., *Pyracantha* Roem., *Pyrus* L., *Sorbus* L. other than *Sorbus intermedia* (Ehrh.) Pers., and *Stranvaesia* Lindl.
5. Seeds of *Dolichos* Jacq., *Mangifera* spp., *Beta vulgaris* L. and *Phaseolus vulgaris* L.
6. Seeds and fruits (bolls) of *Gossypium* spp.
7. Wood within the meaning of the first subparagraph of Article 2 (2), where it
 - (a) has been obtained in whole or part from conifers (Coniferales), other than *Pinus* L., originating in European third countries, and
 - (b) meets one of the following descriptions laid down in Annex I Part II to Regulation (EEC) No 2658/87.

CN-code	Description
4401 10	Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms
4401 21	Wood in chips or particles
ex 4401 30	Wood waste and scrap, not agglomerated in logs, briquettes, pellets or similar forms
4403 20	Wood in the rough, whether or not stripped of bark or sapwood, or roughly squared: — Other than treated with paint, stains, creosote or other preservatives
ex 4404 10	Split poels: piles, pickets and stakes of wood, pointed but not sawn lengthwise:
4406 10	Railway or tramway sleepers (cross-ties): — Not impregnated
ex 4407 10	Wood sawn or chipped lengthwise, sliced or peeled, not planed, sanded or finger-jointed, of a thickness exceeding 6 mm, in particular beams, planks, flitches, boards, laths
4415 10	Packing cases, crates and drums
4415 20	Pallets, box pallets and other load boards

Pallets and box pallets (CN code ex 4415 20) are also exempted where they satisfy the standards set up for 'UIC-Pallets' and are marked accordingly.

8. Parts of plants of *Persea americana* P. Mill., and *Eucalyptus* L'Hérit.'

COUNCIL DECISION

of 16 November 1992

extending the status of Kernkraftwerk Lingen GmbH as a joint undertaking

(92/547/Euratom)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Atomic Energy Community, and in particular Article 49 thereof,

Having regard to the proposal from the Commission,

Whereas the Council, by Decision 64/64/Euratom ⁽¹⁾, established Kernkraftwerk Lingen GmbH as a joint undertaking within the meaning of the Treaty for a period of 25 years;

Whereas Decision 64/64/Euratom expired on 20 November 1989;

Whereas the objects of Kernkraftwerk Lingen GmbH, as established by the said Decision, were to construct, equip and operate a nuclear power station with a capacity of the order of 250 MWe at Darmer, Kreis Lingen, Land Lower Saxony, Germany;

Whereas, on 24 August 1981, Kernkraftwerk Lingen GmbH decided on technical and economic grounds to decommission the nuclear power station which has been shut down since January 1977;

Whereas Kernkraftwerk Lingen GmbH, having put into effect a decommissioning procedure up to the safe-enclosure stage, is proposing to implement a monitoring and study programme concerning the behaviour of decommissioned installations over the period for which nuclear installations have to be kept within a safe enclosure;

Whereas, in order to put this programme in hand, Kernkraftwerk Lingen GmbH requested on 4 July 1989 that its status as a joint undertaking be extended for a period of 10 years;

Whereas the experience acquired under the programme of Kernkraftwerk Lingen GmbH will be of great use to nuclear power-station operators and will assume special

importance in the development of an optimum strategy for the decommissioning of nuclear power stations and hence in the development of nuclear energy in general;

Whereas maintaining its status as a joint undertaking will enable Kernkraftwerk Lingen GmbH to implement the proposed programme, in particular by lightening its financial burden;

Whereas the request for an extension should be granted,

HAS ADOPTED THIS DECISION:

Article 1

The status of Kernkraftwerk Lingen GmbH as a joint undertaking within the meaning of the Treaty is hereby extended for a period of ten years from 20 November 1989.

The object of Kernkraftwerk Lingen GmbH, its status as a joint undertaking having been extended by this Decision, shall be to implement a monitoring and study programme concerning the behaviour of the decommissioned nuclear power station at Lingen, Land Lower Saxony, Germany over the period for which nuclear installations have to be kept within a safe enclosure.

Artikel 2

The statutes of Kernkraftwerk Lingen GmbH appended to this Decision are hereby approved.

Article 3

If the advantages conferred on Kernkraftwerk Lingen GmbH by a special Council Decision pursuant to Annex III to the Treaty are completely withdrawn before the expiry of the period referred to in Article 1, the Council shall at

⁽¹⁾ OJ No 214, 24. 12. 1964, p. 3642/64.

the same time withdraw the status of Joint Undertaking
from Kernkraftwerk Lingen GmbH.

Done at Brussels, 16 November 1992.

Article 4

This Decision is addressed to the Member States and to
Kernkraftwerk Lingen GmbH.

For the Council

The President

J. GUMMER

ANNEX

STATUTES

Article 1

The name of the company is:

Kernkraftwerk Lingen
Gesellschaft mit beschränkter Haftung
(Limited liability company)

and its seat is at Lingen.

This company is established for an unlimited period.

Article 2

The objects of the undertaking are to install and operate a nuclear power station with a capacity of 250 MWe at Darme, Kreis Lingen.

The company is empowered to set up, acquire, operate and dispose of installations and undertakings of any kind needed for the carrying out and furtherance of these objects, and to participate in other undertakings.

Article 3

The company financial year is the calendar year.

Article 4

The capital of the company is DM 20 000 000 (20 million German marks).

Article 5

Disposal of any share or fraction of a share shall be subject to the assent of all members having the right to vote.

Article 6

The company shall have two administrative organs:

- a) the managers;
- b) the general meeting of the members.

Article 7

The company shall have two managers, who shall jointly represent the company. Where persons are given power of attorney, the company may also be validly represented by a manager and any such person acting jointly.

Article 8

Managers shall be appointed and dismissed by the general meeting of the members.

The grant and revocation of powers of attorney shall be effected by the managers, with the approval of the general meeting.

Appointments of managers shall be for a period not exceeding five years, and shall be renewable.

Article 9

The managers, and employees with power of attorney, shall conduct the business of the company and shall represent the company within the limits of and in accordance with the instructions laid down in the Statutes, the resolutions of the general meeting, or the individual contracts of service.

Article 10

Within six months from the end of each financial year, the management shall submit to the general meeting for approval the report for that financial year, the balance sheets and the profit and loss accounts.

Article 11

General meetings of the members shall be convened by the management 15 days before the date fixed for the meeting by notice in writing which shall state the agenda of the meeting.

Upon requisition by one of the members, the management shall forthwith convene a general meeting.

Members may waive the formalities and period of notice laid down in the first paragraph.

The Chair at the meeting shall be taken each year in rotation by a representative of one of the members having the right to vote.

Article 12

Each DM 2 500 fraction of a share shall carry the right to one vote.

Article 13

Managers shall obtain the approval of the general meeting of members, in particular:

1. to acquire or dispose of immovable property or to create charges on such property;
2. to acquire participations;
3. to appoint representatives and confer powers;
4. to conclude or amend a contract for the supply of electricity;
5. to contract loans exceeding DM 1 000 000: (one million German marks);
6. to contract loans abroad;
7. to accept liability on bills of exchange.

Article 14

The general meeting of members shall resolve upon all matters reserved to it by law or by these Statutes, in particular those concerning;

1. increase or reduction of capital;
2. amendments to the Statutes;
3. approval of the balance sheet, distribution of profits and covering of any losses;
4. dissolution of the company.

Article 15

All legal notices of the company shall be published in the *Bundesanzeiger*.

Article 16

If the Company is established as a joint undertaking within the meaning of the Treaty establishing the European Atomic Energy Community, it shall be subject, for the whole of the period of its activity as such, to the provisions of the Euratom Treaty which relate to joint undertakings

and also to the Decisions of the Council of the European Atomic Energy Community establishing it as a joint undertaking and conferring on it any of the advantages listed in Annex III to the Treaty.

In particular:

- a) amendments to these Statutes shall not enter into force until they have been approved by the Council pursuant to article 50 of the Treaty;
- b) in accordance with Article 171 (3) of the Euratom Treaty, the company's profit and loss accounts and balance sheets relating to the preceding financial year shall, within one month after their approval by the general meeting, be sent by the management to the Commission of Euratom, which shall place them before the Council of Ministers and the European Parliament. The estimates of revenue and expenditure shall be submitted in accordance with the same procedure one month at the latest before the beginning of each financial year;
- c) the transfer of shares or fractions of shares to companies with seats outside the Community or to persons who are not nationals of Community Member States and the acquisition of holdings in the event of an increase of capital by such companies or persons must be approved by the Council of the European Communities.

Subject to the foregoing provisions, the Company shall continue to be governed by German law, and in particular by the Law of 20 April 1892 relating to companies with limited liability.

Article 17

For the duration of the construction period up to completion of the start-up and trial operation, building interest of 6,5 % per annum shall be paid to the members on the capital subscribed in each case. Such payment shall end on 31 August 1969 at the latest.

COUNCIL DECISION

of 16 November 1992.

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

(92/548/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

The text of the Protocol is attached to this Decision.

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

Article 2

Having regard to the recommendation from the Commission,

The President of the Council shall give the notification provided for in Article 22 (1) of the Protocol (2).

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

Article 3

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

This Decision shall take effect on the day following that of its publication in the *Official Journal of the European Communities*.

HAS DECIDED AS FOLLOWS:

Article 1

Done at Brussels, 16 November 1992.

The Protocol on financial and technical cooperation between the European Economic Community and the Kingdom of Morocco is hereby approved on behalf of the Community.

*For the Council**The President*

J. GUMMER

(1) Assent delivered on 28 October 1992 (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, under the renewed Mediterranean policy of the Community, cooperation which will contribute to the economic and social development of Morocco and promote the strengthening of relations between the Community and Morocco,

ANXIOUS to pursue to this end the financial and technical cooperation provided for in the Cooperation Agreement between the European Economic Community and the Kingdom of Morocco,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Joseph WEYLAND,

Ambassador Extraordinary and Plenipotentiary,
Permanent Representative of Luxembourg,
Chairman of the Permanent Representatives Committee;

Juan PRAT,

Director-General, responsible for North/South relations, of the Commission of the European Communities;

THE KINGDOM OF MOROCCO:

Abdallah LAHLOU,

Ambassador Extraordinary and Plenipotentiary:

WHO, having exchanged their full powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

Article 2

Article 1

Within the framework of the financial and technical cooperation provided for in the Cooperation Agreement 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 Morocco.

1. For the purposes specified in Article 1 and for a period expiring on 31 October 1996, an aggregate amount of ECU 438 million may be committed as follows:

- (a) ECU 220 million in the form of loans from the European Investment Bank, hereinafter referred to as the Bank, made from its own resources;
- (b) ECU 193 million from the Community's budgetary resources, in the form of grants;

(c) ECU 25 million from the Community's budgetary resources, in the form of contributions to risk capital formation.

2. The risk capital referred to in paragraph 1 (c) shall contribute to the cooperation objectives and operations defined in Article 3, in particular those indicated in the second indent of paragraph 2 of that Article.

It shall be used primarily to make equity capital or the like available to Moroccan private undertakings, public undertakings and undertakings with State participation, in particular those with which natural or legal persons who are nationals of a Community Member State are associated. It may be used under the same conditions to finance specific studies for the preparation and development of such undertakings' projects and to assist such undertakings in their starting-up period.

It shall be granted and administered by the Bank and may take the form of:

- (a) subordinated loans, where repayment and payment of any interest will not be made until other bank claims have been settled;
- (b) conditional loans, where repayment or duration will depend on the fulfilment of conditions specified at the time when the loan is granted;
- (c) acquisition of temporary minority holdings on behalf of the Community in the capital of undertakings established in Morocco;
- (d) finance for the acquisition of holdings, in the form of conditional loans granted to Morocco or, with the Moroccan Government's agreement, to Moroccan undertakings, either directly or through the intermediary of Moroccan financial institutions.

Article 3

1. The total amount fixed in Article 2 shall be used primarily for the financing or part-financing of cooperation projects or operations aimed at:

- developing and diversifying agricultural production so as to reduce Morocco's food dependence, and efforts to diversify agricultural production and exports with a view to increasing the complementarity of the different Mediterranean regions;
- strengthening the economic links between the Community and Morocco in their mutual interest by developing cooperation in the fields of industry, training and research, technology, commerce and other services;
- environmental protection.

Economic infrastructure and industrial development, which are complementary to the above cooperation projects or operations may also be financed.

2. Of the eligible projects and operations, priority shall be given to those having the following aims:

- in the agricultural sector, developing the production of agricultural products in short supply, particularly food crops, *inter alia*, in the framework of multiannual programmes and operations in the context of the national food strategy. For maximum effectiveness, concentration of resources in specific sectors shall be sought;
- in the industrial and service sectors, promotion of joint ventures between operators from the Community Member States and Moroccan operators, direct contacts, exchange of information, promotion of investment, contribution of private capital, and support for small and medium-sized enterprises, including craft businesses, in order to promote employment,
- in the field of science and technology, expansion of Morocco's training and research capability and establishment or development of links between Moroccan and European private and public training and research institutions,
- in the trade sector, diversification and promotion of exports and organization of contacts between Moroccan operators and operators from the Community Member States,
- in the environment sector, support for the definition and implementation of the policy to be followed by Morocco, particularly through the training of experts, technical assistance and a contribution to investments; in view of the impact of demographic growth, support can be provided, at Morocco's request, for the demographic policy and for family planning programmes,
- in the priority areas referred to above, practical training schemes linked to projects or operations in enterprises and research institutions.

3. 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). In exceptional and duly justified cases they may be used degressively to cover current administrative, maintenance or operational expenditure incurred in the starting-up period of projects.

Article 4

1. A Community contribution of ECU 300 million shall be provided for in the form of grants for the Mediterranean countries for a period ending on 31 October 1996, in order to finance projects in support of the economic reforms

undertaken as part of a structural adjustment programme.

The eligibility of the Mediterranean countries concerned for this aid will be determined on the basis of the following criteria:

- the countries must carry out reform programmes approved by the Bretton Woods institutions, or implement programmes recognized as similar, in concert with those institutions, in line with the extent and effectiveness of the reforms at macro-economic level, although not necessarily financially backed by them,
- account will be taken of the following factors: the economic situation of the country, with particular reference to its level of indebtedness and debt service burden, balance of payments situation and the availability of foreign currency, budgetary situation, monetary situation, per capita GDP, social situation and, in particular, level of unemployment.

2. Projects of the following two types may be financed in accordance with paragraph 1:

- structural adjustment support in the form of sectoral or general import programmes designed to contribute to the use and strengthening of production capacity.

Counterpart funds generated by the import programmes will be used to finance measures provided for in the State's priority programme of public expenditure which are aimed at attenuating, in particular by employment creation, the negative social repercussions of structural adjustment, especially for disadvantaged groups,

- technical assistance linked to structural adjustment support programmes at macro-economic level and in sectors affected by structural adjustment.

3. A limited proportion of the grant aid provided for in this Protocol may be used to support structural adjustment under the same conditions of eligibility as set out in paragraph 1.

4. Where the relevant provisions of this Article are being applied, the necessary implementation procedures will be determined in an exchange of letters between the two parties.

Article 5

1. Capital projects shall be eligible for financing either by loans from the Bank, or by risk capital, or by grants, or by a combination of these means.

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

Article 6

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 such cases, the funds shall be used in accordance with the same arrangements as those laid down in this Protocol.

Article 7

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. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. Aid from the Community's budget resources, other than that intended for risk capital operations, shall be granted and administered by the Commission.

4. The funds referred to in Article 2 may be granted through the intermediary of the State or appropriate Moroccan bodies, on condition that they allocate 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 and operations for which they are intended.

Article 8

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

Article 9

The following shall be eligible for financial and technical cooperation:

(a) in general:

- the Moroccan State:

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

- official Moroccan development agencies,
- private agencies working in 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 within the meaning of Article 13,
- groups of producers who are nationals of Morocco and, exceptionally, where no such groups exist, the producers themselves,
- scholarship holders and trainees sent by Morocco under the training schemes referred to in Article 3.

Article 10

1. With a view to making optimum use of the instruments and means provided for in the Protocol and achieving the objectives laid down in Article 3, the Community and Morocco shall, taking information provided by Morocco as a basis, examine:

- the priority development objectives adopted at national level,
- the sector or sectors on which the Community contribution will be focussed, taking account in particular of the contributions of other providers of funds on a bilateral or multilateral basis and other Community instruments, including food aid,
- the measures and schemes best suited to achieving the sectoral objectives referred to in the second indent or, where such schemes are not sufficiently well defined, the broad objectives of the programmes for supporting the policies defined by the country in respect of those sectors.

2. On this basis the Community and Morocco shall, by mutual agreement, draw up an indicative programme committing both parties and determining the specific objectives of financial and technical cooperation, the priority sectors for intervention and the action programmes envisaged.

3. The indicative programme may be reviewed by mutual agreement to take account of any changes in Morocco's economic situation or in the objectives and priorities laid down by its development plan.

4. The Community and Morocco shall continue their exchanges of views within the appropriate bodies and shall, at least once during the period of implementation of the Protocol and at the latest before the end of the third year following the entry into force of the Protocol, make an assessment of the implementation of the indicative programme.

Article 11

1. Within the framework laid down in accordance with Article 10, the Moroccan State or, with the agreement of its Government, the other possible beneficiaries referred to in Article 9 shall submit their requests for financial aid to the Community.

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 10, and shall inform them of the decisions taken on such requests.

Article 12

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Morocco or of the other beneficiaries referred to in Article 9 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. The projects and action programmes shall be the subject of appropriate evaluation, the outcome of which shall be communicated to both parties, which shall take appropriate measures by mutual agreement.

3. Certain rules for administering the financial aid granted by the Community shall be the subject of an exchange of letters or a framework agreement between the Commission and Morocco upon conclusion of this Protocol.

Article 13

1. All natural and legal persons falling within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of Morocco may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Any such legal person, formed in accordance with the law of a Member State of the European Economic Community or with that of Morocco must have its registered office, its administrative head office or its principal establishment in the territories in which the Treaty establishing the European Economic Community is applied or in Morocco; however, where only its registered office is in the said territories or in Morocco, the activities of such legal person must be effectively and continuously linked with the economy of those territories or of Morocco.

2. In agreement with Morocco and with the aim of encouraging regional cooperation, natural and legal persons who are nationals of developing countries associated with the Community through overall

cooperation or association agreements may be authorized by the Community, on a case-by-case basis, to participate in the operations referred to in paragraph 1 which are financed by the Community. The eligibility of the natural or legal persons shall be assessed on the same terms as those set out in paragraph 1, *mutatis mutandis*.

Article 14

To promote participation by Moroccan undertakings in the performance of contracts and to ensure the rapid and effective implementation of projects and operations financed from resources administered by the Commission:

1. An accelerated procedure for issuing invitations to tender, involving shorter time limits for the submission of tenders, may be used by Morocco in agreement with the Commission where it is a question of works contracts which, because of their scale, are mainly of interest to Moroccan undertakings.

The organization of this accelerated procedure shall not rule out the possibility of issuing an international invitation to tender where it appears that the nature of the works to be carried out or the usefulness of widening participation justifies recourse to international competition.

2. Where urgency of the situation is established or where the nature, small scale or particular characteristics of certain works or supplies so warrant, Morocco may, in agreement with the Commission, authorize, as an exception, the placing of contracts after restricted invitations to tender, the conclusion of contracts by direct agreement and the performance of contracts through public works departments.

The procedures referred to in points 1 and 2 above may be used for operations whose estimated cost is less than ECU 4 million.

Article 15

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

2. The content of the arrangements referred to in paragraph 1 shall be the subject of an exchange of letters between the Parties.

Article 16

Morocco shall take the necessary measures to ensure that interest and all other payments due to the Bank in respect of transactions concluded under this Protocol are exempted from any national or local tax or levy.

Article 17

Where a loan is accorded to a beneficiary other than the Moroccan State, the provision of a guarantee by the latter or of other adequate guarantees shall be required by the Bank as a condition of the grant of the loan.

Article 18

Throughout the duration of the loans and risk capital operations provided for in Article 2, Morocco shall undertake to:

- (a) place at the disposal of the beneficiaries or their guarantors the currency necessary for the payment of interest and commission and amortization of loans and risk-capital aid granted for the implementation of aid measures on its territory;
- (a) make available to the Bank the currency necessary for the transfer of all sums received by it in national currency which represent the net revenue and proceeds from transactions involving the acquisition by the Community of holdings in the capital of undertakings.

Article 19

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

Article 20

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 21

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

Article 22

1. This Protocol shall be subject to approval in accordance with the Contracting Parties' own procedures, and the Parties shall notify one another 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 23

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

En fe de lo cual, los plenipotenciarios abajo firmantes suscriben el presente Protocolo.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

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

Εἰς πίστωση τῶν ἀνωτέρω, οἱ υπογεγραμμένοι πληρεξούσιοι ἔθεσαν τῖς υπογραφές τους στο παρὸν 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.

Em fé do que, os plenipotenciários abaixo assinados apuseram as suas assinaturas no final do presente protocolo.

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

Hecho en Bruselas, el veinte de junio de mil novecientos noventa y uno.

Udfærdiget i Bruxelles, den tyvende juni nitten hundrede og enoghalvfems.

Geschehen zu Brüssel am zwanzigsten Juni neunzehnhunderteinundneunzig.

Έγινε στις Βρυξέλλες, στις είκοσι Ιουνίου χίλια εννιακόσια ενενήντα ένα.

Done at Brussels on the twentieth day of June in the year one thousand nine hundred and ninety-one.

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

Fatto a Bruxelles, addì venti giugno millenovecentonovantuno.

Gedaan te Brussel, de twintigste juni negentienhonderd eenennegentig.

Feito em Bruxelas, em vinte de Junho de mil novecentos e noventa e um.

حرر في بروكسل ، في العشرين من شهر يونيو
عام ألف وتسعمائة واحد وتسعون .

Por el Consejo de las Comunidades Europeas
For Rådet for De Europæiske Fællesskaber
Für den Rat der Europäischen Gemeinschaften
Για το Συμβούλιο των Ευρωπαϊκών 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
Pelo Conselho das Comunidades Europeias

عن مجلس المجموعات الأوروبية

Por el Reino de Marruecos
For Kongeriget Marokko
Für das Königreich Marokko
Για το Βασίλειο του Μαρόκου
For the Kingdom of Morocco
Pour le royaume du Maroc
Per il Regno del Marocco
Voor het Koninkrijk Marokko
Pelo Reino de Marrocos

عن المملكة المغربية

COUNCIL DECISION

of 16 November 1992

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

(92/549/EEC)

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 assent of the European Parliament ⁽¹⁾,

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

HAS DECIDED AS FOLLOWS:

Article 1

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

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

The text of the Protocol is attached to this Decision.

Article 2

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

Article 3

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

Done at Brussels, 16 November 1992.

For the Council

The President

J. GUMMER

⁽¹⁾ Assent delivered on 28 October 1992 (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, under the Mediterranean policy of the enlarged Community, 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 between the European Economic Community and the Syrian Arab Republic,

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

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Joseph WEYLAND,

Ambassador Extraordinary and Plenipotentiary,

Permanent Representative of Luxembourg,

Chairman of the Permanent Representatives Committee;

Juan PRAT,

Director-General, responsible for North/South relations, of the Commission of the European Communities;

THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC:

Siba NASSER,

Ambassador Extraordinary and Plenipotentiary,

Head of the Mission of the Syrian Arab Republic to the European Communities;

WHO, having exchanged their full powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

Article 2.

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.

1. For the purposes specified in Article 1 and for a period expiring on 31 October 1991, an aggregate amount of ECU 146 million may be committed as follows:

- (a) ECU 110 million in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;
- (b) ECU 34 million from the Community's budgetary resources, in the form of grants;

(c) ECU 2 million from the Community's budgetary resources, in the form of contributions to risk capital formation.

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

3. The risk capital referred to in paragraph 1 (c) shall contribute to the cooperation objectives and operations defined in Article 3, in particular those indicated in the second indent of paragraph 2 of that Article.

It shall be used primarily to make equity capital or the like available to Syrian private undertakings, public undertakings and undertakings with State participation, in particular those with which natural or legal persons who are nationals of a Community Member State are associated. It may be used under the same conditions to finance specific studies for the preparation and development of such undertakings' projects and to assist such undertakings in their starting-up period.

It shall be granted and administered by the Bank and may take the form of:

- (a) subordinated loans, where repayment and payment of any interest will not be made until other bank claims have been settled;
- (b) conditional loans, where repayment or duration will depend on the fulfilment of conditions specified at the time when the loan is granted;
- (c) acquisition of temporary minority holdings on behalf of the Community in the capital of undertakings established in Syria;
- (d) finance for the acquisition of holdings, in the form of conditional loans granted to Syria or, with the Syrian Government's agreement, to Syrian undertakings, either directly or through the intermediary of Syrian financial institutions.

Article 3

1. The total amount fixed in Article 2 shall be used primarily for the financing or part-financing of cooperation projects or operations aimed at:

- developing and diversifying agricultural production so as to reduce Syria's food dependence, and efforts to diversify agricultural production and exports with a

view to increasing the complementarity of the different Mediterranean regions,

- strengthening the economic links between the Community and Syria in their mutual interest by developing cooperation in the fields of industry, training and research, technology, commerce and other services,
- regional and multilateral cooperation

Economic infrastructure and industrial development which are complementary to the above co-operation operations may also be financed.

2. Of the projects and operations eligible for financing, priority shall be given to those having the following aims:

- in the agricultural sector, developing the production of agricultural products in short supply, particularly food crops, *inter alia*, in the framework of multiannual programmes and operations in the context of the national food strategy. For maximum effectiveness, concentration of resources in specific sectors shall be sought,
- in the industrial and service sectors, promotion of joint ventures between firms from the Community Member States and Syrian firms, direct contacts, exchange of information, promotion of investment, contribution of private capital, and support for small and medium-sized enterprises, including craft businesses, in order to promote employment,
- in the field of science and technology, expansion of Syria's training and research capability and establishment or development of links between Syrian and European private and public training and research institutions,
- in the trade sector, diversification and promotion of exports and organization of contacts between Syrian firms and firms from the Community Member States,
- in the priority areas referred to above, practical training schemes linked to projects or operations in firms and research institutions.

3. 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 (2), or by risk capital, or by grants, or by a combination of these means.

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

Article 5

1. The amounts to be committed each year must 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 such cases, 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. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. Aid from the Community's budget resources, other than that in the form of interest rate subsidies for loans from the Bank or that intended for risk capital operations, shall be granted and administered by the Commission.

4. The funds referred to in Article 2 may be granted through the intermediary of the State or appropriate Syrian bodies, on condition that they allocate 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 and operations 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, 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 co-operation:

(a) in general:

— the Syrian State;

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

- official Syrian 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. With a view to making optimum use of the instruments and means provided for in this Protocol and achieving the objectives laid down in Article 3, the Community and Syria shall, taking information provided by Syria as a basis, examine:

- the priority development objectives adopted at national level,
- the sector or sectors on which the Community contribution will be focussed, taking account in particular of the contributions of other providers of funds on a bilateral or multilateral basis and other Community instruments, including food aid,
- the measures and schemes best suited to achieving the sectoral objectives referred to in the second indent or, where such schemes are not sufficiently well defined, the broad objectives of the programmes for supporting the policies defined by the country in respect of those sectors,
- the regional action programmes which could be financed by the Community.

2. On this basis, the Community and Syria shall, by mutual agreement, draw up an indicative programme committing both parties and determining the specific objectives of financial and technical cooperation, the priority sectors for intervention and the action programmes envisaged.

3. The indicative programme may be reviewed by mutual agreement to take account of any changes in Syria's

economic situation or in the objectives and priorities laid down by its development plan.

4. The Community and Syria shall continue their exchanges of views within the appropriate bodies and shall make an assessment of the implementation of the indicative programme.

Article 10

1. Within the framework laid down in accordance with Article 9, the Syrian 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 Syrian authorities and other beneficiaries, in accordance with the objectives referred to in Article 9, 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 of the other beneficiaries referred to in Article 8.

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

2. The projects and action programmes shall be the subject of appropriate evaluation, the outcome of which shall be communicated to both parties, which shall take appropriate measures by mutual agreement.

3. Certain rules for administering the financial aid granted by the Community shall be the subject of an exchange of letters or a framework agreement between the Commission and Syria upon conclusion of this Protocol.

Article 12

1. All natural and legal persons falling 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. Any such legal person formed in accordance with the law of a Member State of the European Economic Community or of Syria must have its registered office, its administrative head office or its principal establishment in the territories in which the EEC Treaty is applied or in Syria; however, where only its registered office is in the said territories or in Syria, the activities of such legal person

must be effectively and continuously linked with the economy of those territories or of Syria.

2. In agreement with Syria and with the aim of encouraging regional cooperation, natural and legal persons who are nationals of developing countries associated with the Community through overall cooperation or association agreements may be authorized by the Community exceptionally, on a case by case basis, to participate in the operations referred to in paragraph 1 which are financed by the Community. The eligibility of the natural or legal persons shall be assessed on the terms set out in paragraph 1, *mutatis mutandis*.

Article 13

To promote participation by Syrian undertakings in the performance of contracts and to ensure the rapid and effective implementation of projects and operations financed from resources administered by the Commission:

1. an accelerated procedure for issuing invitations to tender, involving shorter time limits for the submission of tenders, may be used by Syria in agreement with the Commission where it is a question of works contracts which, because of their scale, are mainly of interest to Syrian undertakings.

The organization of this accelerated procedure shall not rule out the possibility of issuing an international invitation to tender where it appears that the nature of the works to be carried out or the usefulness of widening participation justifies recourse to international competition;

2. where urgency of the situation is established or where the nature, small scale or particular characteristics of certain works or supplies so warrant, Syria may, in agreement with the Commission, authorize, as an exception, the placing of contracts after restricted invitations to tender, the conclusion of contracts by direct agreement and the performance of contracts through public works departments.

The procedures referred to in points 1 and 2 may be used for operations whose estimated cost is less than ECU 3 million.

Article 14

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

2. The content of the arrangements referred to in paragraph 1 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 Bank in respect of transactions concluded 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 provision of a guarantee by the latter or of other adequate guarantees shall be required by the Bank as a condition of the grant of the loan.

Article 17

Throughout the duration of the loans and risk capital operations provided for in Article 2, Syria shall undertake to:

- (a) place at the disposal of the beneficiaries or their guarantors the currency necessary for the payment of interest and commission and amortization of loans and risk-capital aid granted for the implementation of aid measures on their territory;
- (b) make available to the Bank the foreign currency necessary for the transfer of all sums received by it in national currency which represent the net revenue and proceeds from transactions involving the acquisition by the Community of holdings in the capital of companies or firms.

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 for such cooperation.

Article 19

Before the expiry of this Protocol, the Contracting Parties will 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 Syrian Arab Republic.

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 shall be drawn up in two copies in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese, Spanish and Arabic languages, each of these texts being equally authentic.

En fe de lo cual, los plenipotenciarios abajo firmantes suscriben el presente Protocolo.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne protokol.

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

Εἰς πιστῶση των ανῶτερῳ, οἱ υπογεγραμμένοι πληρεξούσιοι ἔθεσαν τις υπογραφές τους στο 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.

Em fé do que, os plenipotenciários abaixo assinados apuseram as suas assinaturas no final do presente protocolo.

واثباتا لما تقدم ، وضع المندوبون المفوضون توقيعهم

اسفل هذا البروتوكول .

Hecho en Bruselas, el siete de febrero de mil novecientos noventa y uno.

Udfærdiget i Bruxelles, den syvende februar nitten hundrede og enoghalvfems.

Geschehen zu Brüssel am siebten Februar neunzehnhunderteinundneunzig.

Έγινε στις Βρυξέλλες, στις επτά Φεβρουαρίου χίλια εννιακόσια ενενήντα ένα.

Done at Brussels on the seventh day of February in the year one thousand nine hundred and ninety-one.

Fait à Bruxelles, le sept février mil neuf cent quatre-vingt-onze.

Fatto a Bruxelles, addì sette febbraio millenovecentonovantuno.

Gedaan te Brussel, de zevende februari negentienhonderd eenennegentig.

Feito em Bruxelas, em sete de Fevereiro de mil novecentos e noventa e um.

حرر في بروكسل ، في السابع من شهر شباط سنة الف وتسعمائة

واحد وتسعون

Por el Consejo de las Comunidades Europeas
For Rådet for De Europæiske Fællesskaber
Für den Rat der Europäischen Gemeinschaften
Για το Συμβούλιο των Ευρωπαϊκών 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
Pelo Conselho das Comunidades Europeias

عن مجلس المجموعات الأوروبية

Por el Gobierno de la República Árabe Siria
For Regeringen for Den Arabiske Republik Syrien
Für die Regierung der Arabischen Republik Syrien
Για την κυβέρνηση της Αραβικής Δημοκρατίας της 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
Pelo Governo da República Árabe da Síria

عن حكومة الجمهورية العربية السورية