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(Acts adopted pursuant to Title V of the Treaty on European Union)

COUNCIL DECISION
of 14 February 2000
setting up the Interim Political and Security Committee

(2000/143/CFSP)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on European Union and in particular Article 28(1),

Having regard to the Treaty establishing the European Community and in particular Article 207 thereof,

Recalling Article 25 of the Treaty on European Union,

Whereas:

In the framework of the strengthening of the common foreign and security policy (CFSP) and in particular of the common European policy on security and defence provided for in Article 17 of the Treaty on European Union, the European Council meeting in Helsinki on 10 and 11 December 1999 invited the Council to establish as of March 2000 the interim bodies and arrangements for the implementation of the common European policy on security and defence,

HAS DECIDED AS FOLLOWS:

Article 1

1. The Political Committee established by Article 25 of the Treaty on European Union shall meet in Brussels under a separate formation, called the 'Interim Political and Security Committee', when it is not in session. This formation shall be

composed of national representatives at senior/ambassadorial level within the framework of Member States Permanent Representations.

2. The Interim Political and Security Committee shall, in close contact with the Secretary General/High Representative:

- (a) prepare recommendations on the future functioning of the common European policy on security and defence;
- (b) deal with CFSP affairs on a day-to-day basis.

Article 2

1. This Decision shall enter into force on 1 March 2000.

2. It shall apply until the permanent bodies of the common European policy on security and defence are established.

Article 3

This Decision shall be published in the Official Journal.

Done at Brussels, 14 February 2000.

For the Council

The President

J. GAMA

COUNCIL DECISION
of 14 February 2000
setting up the Interim Military Body

(2000/144/CFSP)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on European Union and in particular Article 28(1),

Having regard to the Treaty establishing the European Community and in particular Article 207 thereof,

Recalling Article 25 of the Treaty on European Union,

Whereas:

In the framework of the strengthening of the common foreign and Security Policy (CFSP) and in particular of the common European policy on security and defence provided for in Article 17 of the Treaty on European Union, the European Council meeting in Helsinki on 10 and 11 December 1999 invited the Council to establish as of March 2000 the interim bodies and arrangements for the implementation of the common European policy on security and defence,

HAS DECIDED AS FOLLOWS:

Article 1

An Interim Military Body consisting of representatives of Member States' chiefs of defence is set up to give military advice as required to the Political Committee, including in its formation as Interim Political and Security Committee, and to the Secretary General/High Representative. It is assisted by the military experts seconded from Member States to the Council Secretariat.

Article 2

1. This Decision shall enter into force on 1 March 2000.
2. It shall apply until the permanent bodies of the common European policy on security and defence are established.

Article 3

This Decision shall be published in the Official Journal.

Done at Brussels, 14 February 2000.

For the Council

The President

J. GAMA

COUNCIL DECISION
of 14 February 2000
on the secondment of national experts in the military field to the General Secretariat of the
Council during an interim period

(2000/145/CFSP)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on European Union and in particular Article 28(1),

Having regard to the Treaty establishing the European Community, and in particular Article 207(2),

Whereas:

- (1) In the framework of the strengthening of the common foreign and security policy (CFSP) and in particular of the common European policy on security and defense provided for in Article 17 of the Treaty on European Union, the European Council meeting in Helsinki on 10-11 December 1999 invited the Council to establish as of March 2000 the interim bodies and arrangements for the implementation of the common European policy on security and defence.
- (2) The European Council laid down as an interim measure, that the General Secretariat of the Council would be strengthened as of March 2000 by military experts seconded by Member States in order to assist in the work of the common European policy on security and defence and to form the nucleus of the future military staff,

HAS DECIDED AS FOLLOWS:

Article 1

1. National experts in the military field (hereinafter referred to as the 'military experts') will be seconded from member States to the General Secretariat of the Council, hereinafter referred to as the 'General secretariat'.

2. The military experts will be part of the General Secretariat. They will provide military expertise to the Interim Military Body set up by Council Decision 2000/144/CFSP of 14 February 2000⁽¹⁾ and the Secretary General/High Representative to support the CFSP. They will form the nucleus of the future military staff. They will assist the Interim Military Body.

Article 2

A military expert on secondment shall be a national of a Member State of the European Union.

Article 3

The military experts will be subject to the rules which will be established in a Council Decision to be adopted by 29 February 2000.

Article 4

1. This Decision shall enter into force on the date of its adoption.
2. It shall apply, subject to the rules referred to in Article 3 having been adopted, as from 1 March 2000.

Article 5

This Decision shall be published in the Official Journal.

Done at Brussels, 14 February 2000.

For the Council
The President
J. GAMA

⁽¹⁾ See page 2 of this Official Journal.

I

(Acts whose publication is obligatory)

**COUNCIL REGULATION (EC) No 388/2000
of 24 January 2000**

concerning the conclusion of Agreements in the form of Exchanges of Letters amending the Agreements in the form of Exchanges of Letters between the European Community and the Republic of Bulgaria, the Republic of Hungary and Romania on the reciprocal establishment of tariff quotas for certain wines, and amending Regulation (EC) No 933/95 opening and providing for the administration of Community tariff quotas for certain wines

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 133, in conjunction with the first sentence of Article 300(2) thereof,

Having regard to the proposal from the Commission,

Whereas:

- (1) An Agreement in the form of an Exchange of Letters between the European Community and the Republic of Bulgaria on the reciprocal establishment of tariff quotas for certain wines ⁽¹⁾ was signed on 29 November 1993 and extended by an Agreement in the form of an Exchange of Letters ⁽²⁾ signed on 18 June 1999.
- (2) An Agreement in the form of an Exchange of Letters between the European Community and the Republic of Hungary on the reciprocal establishment of tariff quotas for certain wines ⁽³⁾ was signed on 29 November 1993 and extended by an Agreement in the form of an Exchange of Letters ⁽⁴⁾ signed on 29 July 1999.
- (3) An Agreement in the form of an Exchange of Letters between the European Community and Romania on the reciprocal establishment of tariff quotas for certain wines ⁽⁵⁾ was signed on 26 November 1993 and extended by an Agreement in the form of an Exchange of Letters ⁽⁶⁾ signed on 17 June 1999.
- (4) These three Agreements are due to expire on 31 December 1999.
- (5) In order to preserve reciprocal preferential treatment and to continue to promote the development of trade in wine, the three Agreements should be extended until 31 December 2000.
- (6) Council Regulation (EC) No 933/95 of 10 April 1995 opening and providing for the administration of Community tariff quotas for certain wines originating in

Bulgaria, Hungary and Romania ⁽⁷⁾ opened tariff quotas for certain wines in accordance with the Agreements in the form of Exchange of Letters between the European Community and the Republic of Bulgaria, the Republic of Hungary and Romania; Regulation (EC) No 933/95 should now be amended to take account of the new Agreements in the form of Exchanges of Letters.

- (7) In order to facilitate the implementation of certain provisions of the Agreements, the Commission should be authorised to adopt the necessary legislation for their implementation in accordance with the procedure laid down in Article 83 of Council Regulation (EC) No 822/87 of 16 March 1987 on the common organisation of the market in wine ⁽⁸⁾,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement in the form of an Exchange of Letters amending the Agreement in the form of an Exchange of Letters between the European Community and the Republic of Bulgaria on the reciprocal establishment of tariff quotas for certain wines is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation (Annex 1).

Article 2

The Agreement in the form of an Exchange of Letters amending the Agreement in the form of an Exchange of Letters between the European Community and the Republic of Hungary on the reciprocal establishment of tariff quotas for certain wines is hereby approved on behalf of the Community.

⁽¹⁾ OJ L 337, 31.12.1993, p. 3.

⁽²⁾ OJ L 172, 8.7.1999, p. 3.

⁽³⁾ OJ L 337, 31.12.1993, p. 83.

⁽⁴⁾ OJ L 212, 12.8.1999, p. 3.

⁽⁵⁾ OJ L 337, 31.12.1993, p. 173.

⁽⁶⁾ OJ L 172, 8.7.1999, p. 10.

⁽⁷⁾ OJ L 96, 28.4.1995, p. 1. Regulation as last amended by Regulation (EC) No 1774/1999 (OJ L 212, 12.8.1999, p. 1).

⁽⁸⁾ OJ L 84, 27.3.1987, p. 1. Regulation as last amended by Regulation (EC) No 1677/1999 (OJ L 199, 30.7.1999, p. 8).

The text of the Agreement is attached to this Regulation (Annex 2).

Article 4

The President of the Council is hereby authorised to designate the person empowered to sign the Agreement in order to bind the Community.

Article 3

The Agreement in the form of an Exchange of Letters amending the Agreement in the form of an Exchange of Letters between the European Community and Romania on the reciprocal establishment of tariff quotas for certain wines is hereby approved on behalf of the Community.

Article 5

The Commission is hereby authorised to adopt the necessary acts for implementation of the Agreements, in accordance with the procedure laid down in Article 83 of Regulation (EEC) No 822/87.

Article 6

The text of the Agreement is attached to this Regulation (Annex 3).

Article 1(1) of Regulation (EC) No 933/95 shall be replaced by the following:

From 1 January 2000 to 31 December 2000, and without prejudice to paragraph 2, the customs duties applicable on importation of the following products originating in Bulgaria, Hungary and Romania shall be suspended at levels and within the limits of tariff quotas as indicated with respect to each product:

(a) Wines originating in Bulgaria:

Serial No	CN code ⁽¹⁾	Description ⁽²⁾	Quota volume (1.1 to 31.12.2000) (hl)	Quota duty (% of basic duty)
09.7001	ex 2204 10	Quality sparkling wine, in containers holding not more than 2 litres	1 800	40
09.7003	ex 2204 21	Quality wine, including quality wine with a designation of origin	467 630	40
09.7005	ex 2204 29	Quality wine, including quality wine with a designation of origin, and wine obtained from grapes of the "Gamza" vine variety designated and presented under that name or under the synonym "Kadarka"	128 000	40

⁽¹⁾ See attached TARIC codes.

⁽²⁾ Notwithstanding the rules for interpreting the Combined Nomenclature, the wording for the description of the products is to be considered as indicative only, the preferential scheme being determined, within the context of Article 1(1), by the coverage of the CN codes. Where ex CN codes are indicated, the preferential scheme is to be determined by application to the CN code and corresponding description taken together.

(b) Wines originating in Hungary:

Serial No	CN code ⁽¹⁾	Description ⁽²⁾	Quota volume (1.1 to 31.12.2000) (hl)	Quota duty (% of basic duty)
09.7007	ex 2204 29	Wine of fresh grapes	113 460	exemption
09.7009	ex 2204 10	Quality sparkling wine, in containers holding not more than 2 litres	3 900	exemption
09.7011	ex 2204 21	Quality wine, including wine of superior quality and quality wine bearing the geographical indication "Tokaj" and wine bearing the name "Tájbor"	231 930	exemption

⁽¹⁾ See attached TARIC codes.

⁽²⁾ Notwithstanding the rules for interpreting the Combined Nomenclature, the wording for the description of the products is to be considered as indicative only, the preferential scheme being determined, within the context of Article 1(1), by the coverage of the CN codes. Where ex CN codes are indicated, the preferential scheme is to be determined by application to the CN code and corresponding description taken together.

(c) Wines originating in Romania:

Serial No	CN code ⁽¹⁾	Description ⁽²⁾	Quota volume (1.1 to 31.12.2000) (hl)	Quota duty (% of basic duty)
09.7013	ex 2204 10 ex 2204 21 ex 2204 29	Wine of fresh grapes, including sparkling wine and liqueur wine	188 880	40

⁽¹⁾ See attached TARIC codes.

⁽²⁾ Notwithstanding the rules for interpreting the Combined Nomenclature, the wording for the description of the products is to be considered as indicative only, the preferential scheme being determined, within the context of Article 1(1), by the coverage of the CN codes. Where ex CN codes are indicated, the preferential scheme is to be determined by application to the CN code and corresponding description taken together.'

Article 7

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

It shall apply from 1 January 2000.

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

Done at Brussels, 24 January 2000.

For the Council

The President

J. GAMA

ANNEX 1

AGREEMENT IN THE FORM OF AN EXCHANGE OF LETTERS

amending the Agreement in the form of an Exchange of Letters between the European Community and the Republic of Bulgaria on the reciprocal establishment of tariff quotas for certain wines

A. Letter from the Community

Brussels, 8 February 2000

Sir,

I have the honour to refer to the Agreement of 29 November 1993 in the form of an Exchange of Letters between the European Community and the Republic of Bulgaria on the reciprocal establishment of tariff quotas for certain wines and to the negotiations which have taken place between the European Community and the Republic of Bulgaria with a view to extending the Agreement beyond 31 December 1999.

I hereby confirm that, following the negotiations, the European Community and the Republic of Bulgaria have agreed on the following:

I. The tables below shall be added to the Annex to the said Agreement:

'Quantities of wine originating in the Community and qualifying for tariff reductions in 2000

Bulgarian customs tariff code	Description	Quantity in hectolitres
ex 2204 21 ex 2204 29	Wine of fresh grapes	71 400
ex 2204 10	Quality sparkling wine whether or not produced in specified regions, in containers holding not more than 2 litres	1 700

Quantities of wine originating in Bulgaria and qualifying for tariff reductions in 2000

CN code	Description	Quantity in hectolitres
ex 2204 21	Quality wine, including quality wine with a designation of origin	467 630
ex 2204 29	Quality wine, including quality wine with a designation of origin, and wine obtained from grapes of the "Gamza" vine variety designated and presented under that name or under the synonym "Kadarka"	128 000
ex 2204 10	Quality sparkling wine, in containers holding not more than 2 litres	1 800'

II. The following shall be added at the end of point 3(a) of the said Agreement:

'— in 2000, EUR 15 per hectolitre.'

This Exchange of Letters shall be approved by the Contracting Parties in accordance with their respective procedures.

This Agreement shall enter into force on 1 January 2000. It shall expire on 31 December 2000. During the first half of 2000, negotiations will take place with a view to concluding an additional Protocol to the Europe Agreement covering both wines and spirits. The additional Protocol to the Europe Agreement will also lay down detailed rules for cooperation between Bulgaria and the European Community to support the implementation of a programme under which Bulgaria will progressively adopt the *acquis communautaire* relating to wine and spirits, particularly as regards reinforcing inspection structures and controlling wine production (including the establishment of a vineyard register).

I should be obliged if you would confirm that your Government is in agreement with the content of this letter.

Please accept, Sir, the assurance of my highest consideration.

On behalf of the Council of the European Union

A handwritten signature in black ink, consisting of a series of loops and strokes, representing the official signature of a member of the Council of the European Union.

B. Letter from Bulgaria

Brussels, 8 February 2000

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

'I have the honour to refer to the Agreement of 29 November 1993 in the form of an Exchange of Letters between the European Community and the Republic of Bulgaria on the reciprocal establishment of tariff quotas for certain wines and to the negotiations which have taken place between the European Community and the Republic of Bulgaria with a view to extending the Agreement beyond 31 December 1999.

I hereby confirm that, following the negotiations, the European Community and the Republic of Bulgaria have agreed on the following:

I. The tables below shall be added to the Annex to the said Agreement:

"Quantity of wine originating in the Community and qualifying for tariff reductions in 2000

Bulgarian customs tariff code	Description	Quantity in hectolitres
ex 2204 21 ex 2204 29	Wine of fresh grapes	71 400
ex 2204 10	Quality sparkling wine whether or not produced in specified regions, in containers holding not more than 2 litres	1 700

Quantities of wine originating in Bulgaria and qualifying for tariff reductions in 2000

CN code	Description	Quantity in hectolitres
ex 2204 21	Quality wine, including quality wine with a designation or origin	467 630
ex 2204 29	Quality wine, including quality wine with a designation of origin, and wine obtained from grapes of the "Gamza" vine variety designated and presented under that name or under the synonym "Kadarka"	128 000
ex 2204 10	Quality sparkling wine, in containers holding not more than 2 litres	1 800"

II. The following shall be added at the end of point 3(a) of the said Agreement:

"— in 2000, EUR 15 per hectolitre."

This Exchange of Letters shall be approved by the Contracting Parties in accordance with their respective procedures.

This Agreement shall enter into force on 1 January 2000. It shall expire on 31 December 2000. During the first half of 2000, negotiations will take place with a view to concluding an additional Protocol to the Europe Agreement covering both wines and spirits. The additional Protocol to the Europe Agreement will also lay down detailed rules for cooperation between Bulgaria and the European will progressively adopt the *acquis communautaire* relating to wine and spirits, particularly as regards reinforcing inspection structures and controlling wine production (including the establishment of a vineyard register).

I should be obliged if you would confirm that your Government is in agreement with the content of this letter.'

I have the honour to confirm that my Government is in agreement with the content of your letter.

Please accept, Sir, the assurance of my highest consideration.

For the Government of the Republic of Bulgaria

A handwritten signature in black ink, appearing to be 'Dimitrova', written in a cursive style.

ANNEX 2

AGREEMENT IN THE FORM OF AN EXCHANGE OF LETTERS

amending the Agreement in the form of an Exchange of Letters between the European Community and the Republic of Hungary on the reciprocal establishment of tariff quotas for certain wines

A. Letter from the Community

Brussels, 3 February 2000

Sir,

I have the honour to refer to the Agreement of 29 November 1993 in the form of an Exchange of Letters between the European Community and the Republic of Hungary on the reciprocal establishment of tariff quotas for certain wines and to the negotiations which have taken place between the European Community and the Republic of Hungary with a view to extending the Agreement beyond 31 December 1999.

I hereby confirm that, following the negotiations, the European Community and the Republic of Hungary have agreed on the following:

I. Table 1 in the Annex to the said Agreement shall be replaced by the following:

'Quantities of wine originating in the Community and qualifying for tariff reductions in 2000

Hungarian customs tariff code	Description	Quantity in hectolitres
ex 2204 21	Wine of fresh grapes	55 670
ex 2204 29		63 500
ex 2204 10	Quality sparkling wine whether or not produced in specified regions, in containers holding not more than 2 litres	3 540'

II. Table 2 in the Annex to the said Agreement shall be replaced by the following:

'Quantities of wine originating in Hungary and qualifying for tariff reductions in 2000

CN code	Description	Quantity in hectolitres
ex 2204 21	Quality wine, including wine of superior quality and quality wine bearing the geographical indication "Tokaj" and wine bearing the name "Tajbor"	231 930
ex 2204 29	Wine of fresh grapes	113 460
ex 2204 10	Quality sparkling wine, in containers holding not more than 2 litres	3 900'

III. The following shall be added at the end of point 3(a) of the said Agreement:

— in 2000, exemption from countries duties.'

IV. The following shall be added at the end of point 3(b) of the said Agreement:

— in 2000, exemption from customs duties.'

B. Letter from the Republic of Hungary

Brussels, 3 February 2000

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

I have the honour to refer to the Agreement of 29 November 1993 in the form of an Exchange of Letters between the European Community and the Republic of Hungary on the reciprocal establishment of tariff quotas for certain wines and to the negotiations which have taken place between the European Community and the Republic of Hungary with a view to extending the Agreement beyond 31 December 1999.

I hereby confirm that, following the negotiations, the European Community and the Republic of Hungary have agreed on the following:

I. Table 1 in the Annex to the said Agreement shall be replaced by the following:

"Quantities of wine originating in the Community and qualifying for tariff reductions in 2000"

Hungarian customs tariff code	Description	Quantity in hectolitres
ex 2204 21	Wine of fresh grapes	55 670
ex 2204 29		63 500
ex 2204 10	Quality sparkling wine whether or not produced in specified regions, in containers holding not more than 2 litres	3 540"

II. Table 2 in the Annex to the said Agreement shall be replaced by the following:

"Quantities of wine originating in Hungary and qualifying for tariff reductions in 2000"

CN code	Description	Quantity in hectolitres
ex 2204 21	Quality wine, including wine of superior quality and quality wine bearing the geographical indication "Tokaj" and wine bearing the name "Tajbor"	231 930
ex 2204 29	Wine of fresh grapes	113 460
ex 2204 10	Quality sparkling wine, in containers holding not more than 2 litres	3 900"

III. The following shall be added at the end of point 3(a) of the said Agreement:

"— in 2000, exemption from customs duties."

IV. The following shall be added at the end of point 3(b) of the said Agreement:

"— in 2000, exemption from customs duties."

This Exchange of Letters shall be approved by the Contracting Parties in accordance with their respective procedures.

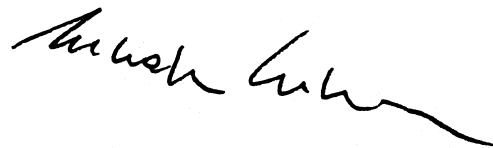
This Agreement shall enter into force on the day of its signature. It shall apply from 1 January 2000, in accordance with the respective legislation and regulations of the Contracting Parties. It shall expire on 31 December 2000. During the first half of 2000, negotiations will take place with a view to concluding an additional Protocol to the Europe Agreement covering both wines and spirits. Moreover, the additional Protocol to the Europe Agreement will define the modalities for cooperation between Hungary and the European Community to support the implementation of a programme for progressive application by Hungary of the *acquis communautaire* in the field of wine and spirits, particularly as regards reinforcing the supply management and control instruments in the winegrowing sector (including the establishment of a vineyard register).

I should be obliged if you would confirm that your Government is in agreement with the content of this letter.'

I have the honour to confirm that my Government is in agreement with the content of your letter.

Please accept, Sir, the assurance of my highest consideration.

For the Government of the Republic of Hungary



ANNEX 3

AGREEMENT IN THE FORM OF AN EXCHANGE OF LETTERS
amending the Agreement in the form of an Exchange of Letters between the European Community
and Romania on the reciprocal establishment of tariff quotas for certain wines

A. Letter from the Community

Brussels, 11 February 2000

Sir,

I have the honour to refer to the Agreement of 26 November 1993 in the form of an Exchange of Letters between the European Community and Romania on the reciprocal establishment of tariff quotas for certain wines and to the negotiations which have taken place between the European Community and Romania with a view to extending the Agreement beyond 31 December 1999.

I hereby confirm that, following the negotiations, the European Community and Romania have agreed on the following:

- I. The table below shall be added to the Annex to the said Agreement:

'Quantities of wine originating in Romania and qualifying for tariff reductions in 2000

CN code	Description	Quantity in hectolitres
ex 2204 10 ex 2204 21 ex 2204 29	Wine of fresh grapes, including sparkling wine and liqueur wine	188 880'

- II. The following shall be added at the end of point 3(a) of the said Agreement:

— in 2000: 75 % of the basic duty but not exceeding 10 % *ad valorem*.'

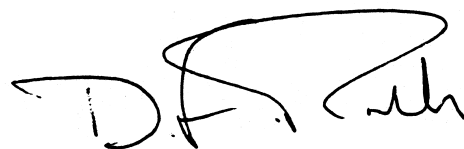
This Exchange of Letters shall be approved by the Contracting Parties in accordance with their respective procedures.

This Agreement shall enter into force on 1 January 2000. It shall expire on 31 December 2000. During the first half of 2000, negotiations will take place with a view to concluding an additional Protocol to the Europe Agreement covering both wines and spirits. The additional Protocol to the Europe Agreement will also lay down detailed rules for cooperation between Romania and the European Community to support the implementation of a programme under which Romania will adopt the *acquis communautaire* relating to wine and spirits, particularly as regards reinforcing inspection structures and controlling wine production (including the establishment of a vineyard register).

I should be obliged if you would confirm that your Government is in agreement with the content of this letter.

Please accept, Sir, the assurance of my highest consideration.

On behalf of the Council of the European Union



B. Letter from Romania

Brussels, 11 February 2000

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

I have the honour to refer to the Agreement of 26 November 1993 in the form of an Exchange of Letters between the European Community and Romania on the reciprocal establishment of tariff quotas for certain wines and to the negotiations which have taken place between the European Community and Romania with a view to extending the Agreement beyond 31 December 1999.

I hereby confirm that, following the negotiations, the European Community and Romania have agreed on the following:

I. The table below shall be added to the Annex to the said Agreement:

"Quantities of wine originating in Romania and qualifying for tariff reductions in 2000"

CN code	Description	Quantity in hectolitres
ex 2204 10 ex 2204 21 ex 2204 29	Wine of fresh grapes, including sparkling wine and liqueur wine	188 880"

II. The following shall be added at the end of point 3(a) of the said Agreement:

"— in 2000: 75 % of the basic duty but not exceeding 10 % *ad valorem*."

This Exchange of Letters shall be approved by the Contracting Parties in accordance with their respective procedures.

This Agreement shall enter into force on 1 January 2000. It shall expire on 31 December 2000. During the first half of 2000, negotiations will take place with a view to concluding an additional Protocol to the Europe Agreement covering both wines and spirits. The additional Protocol to the Europe Agreement will also lay down detailed rules for cooperation between Romania and the European Community to support the implementation of a programme under which Romania will adopt the *acquis communautaire* relating to wine and spirits, particularly as regards reinforcing inspection structures and controlling wine production (including the establishment of a vineyard register).

I should be obliged if you would confirm that your Government is in agreement with the content of this letter.'

I have the honour to confirm that my Government is in agreement with the contents of your letter.

Please accept, Sir, the assurance of my highest consideration.

For the Government of Romania

COMMISSION REGULATION (EC) No 389/2000
of 21 February 2000
establishing the standard import values for determining the entry price of certain fruit and vegetables

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Commission Regulation (EC) No 3223/94 of 21 December 1994 on detailed rules for the application of the import arrangements for fruit and vegetables ⁽¹⁾, as last amended by Regulation (EC) No 1498/98 ⁽²⁾, and in particular Article 4(1) thereof,

Whereas:

- (1) Regulation (EC) No 3223/94 lays down, pursuant to the outcome of the Uruguay Round multilateral trade negotiations, the criteria whereby the Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in the Annex thereto.

- (2) In compliance with the above criteria, the standard import values must be fixed at the levels set out in the Annex to this Regulation,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 4 of Regulation (EC) No 3223/94 shall be fixed as indicated in the Annex hereto.

Article 2

This Regulation shall enter into force on 22 February 2000.

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

Done at Brussels, 21 February 2000.

For the Commission
Franz FISCHLER
Member of the Commission

⁽¹⁾ OJ L 337, 24.12.1994, p. 66.

⁽²⁾ OJ L 198, 15.7.1998, p. 4.

ANNEX

to the Commission Regulation of 21 February 2000 establishing the standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)

CN code	Third country code ⁽¹⁾	Standard import value
0702 00 00	204	47,5
	624	243,0
	999	145,3
0707 00 05	052	116,8
	068	137,9
	628	166,1
	999	140,3
0709 10 00	220	203,6
	999	203,6
0709 90 70	052	121,2
	204	44,2
	628	144,3
	999	103,2
0805 10 10, 0805 10 30, 0805 10 50	052	46,3
	204	36,5
	212	40,9
	220	23,6
	624	58,9
	999	41,2
	999	59,4
0805 20 10	052	50,8
	204	68,0
	999	59,4
0805 20 30, 0805 20 50, 0805 20 70, 0805 20 90	052	56,4
	204	65,9
	220	69,4
	464	120,7
	600	87,5
	624	67,6
	999	77,9
0805 30 10	052	60,0
	600	66,3
	999	63,1
0808 10 20, 0808 10 50, 0808 10 90	039	114,7
	060	49,0
	400	88,0
	404	84,1
	528	103,7
	720	69,9
	728	98,3
	999	86,8
0808 20 50	388	86,0
	400	109,7
	528	104,2
	720	65,0
	999	91,2

⁽¹⁾ Country nomenclature as fixed by Commission Regulation (EC) No 2543/1999 (OJ L 307, 2.12.1999, p. 46). Code '999' stands for 'of other origin'.

COMMISSION REGULATION (EC) No 390/2000
of 21 February 2000
opening a standing invitation to tender for the export of barley held by the Danish intervention
agency

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Article 2

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EEC) No 1766/92 of 30 June 1992 on the common organisation of the market in cereals ⁽¹⁾, as last amended by Commission Regulation (EC) No 1253/1999 ⁽²⁾, and in particular Article 5 thereof,

Whereas:

- (1) Commission Regulation (EEC) No 2131/93 ⁽³⁾, as last amended by Regulation (EC) No 39/1999 ⁽⁴⁾, lays down the procedure and conditions for the disposal of cereals held by intervention agencies.
- (2) Given the current market situation, a standing invitation to tender should be opened for the export of 31 757 tonnes of barley held by the Danish intervention agency.
- (3) Special procedures must be laid down to ensure that the operations and their monitoring are properly effected. To that end, provision should be made for a security lodgement scheme which ensures that aims are met while avoiding excessive costs for the operators. Derogations should accordingly be made to certain rules, in particular those laid down in Regulation (EEC) No 2131/93.
- (4) Where removal of the barley is delayed by more than five days or the release of one of the securities required is delayed for reasons imputable to the intervention agency the Member State concerned must pay compensation.
- (5) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for Cereals,

HAS ADOPTED THIS REGULATION:

Article 1

Subject to the provisions of this Regulation the Danish intervention agency issues a standing invitation to tender for the export of barley held by it in accordance with Regulation (EEC) No 2131/93.

⁽¹⁾ OJ L 181, 1.7.1992, p. 21.

⁽²⁾ OJ L 160, 26.6.1999, p. 18.

⁽³⁾ OJ L 191, 31.7.1993, p. 76.

⁽⁴⁾ OJ L 5, 9.1.1999, p. 64.

1. The invitation to tender shall cover a maximum of 31 757 tonnes of barley for export to third countries, with the exception of the United States, Canada and Mexico.

2. The regions in which the 31 757 tonnes of barley are stored are set out in Annex I.

Article 3

1. Notwithstanding the third paragraph of Article 16 of Regulation (EEC) No 2131/93, the price to be paid for the export shall be that quoted in the tender.

2. No export refund or tax or monthly increase shall be granted on exports carried out pursuant to this Regulation.

3. Article 8(2) of Regulation (EEC) No 2131/93 shall not apply.

Article 4

1. The export licences shall be valid from their date of issue within the meaning of Article 9 of Regulation (EEC) No 2131/93 until the end of the fourth month thereafter.

2. Tenders submitted in response to this invitation to tender may not be accompanied by export licence applications submitted pursuant to Article 44 of Commission Regulation (EEC) No 3719/88 ⁽⁵⁾.

Article 5

1. Notwithstanding Article 7(1) of Regulation (EEC) No 2131/93, the time limit for submission of tenders in respect of the first partial invitation to tender shall be 9 a.m. (Brussels time) on 24 February 2000.

2. The time limit for submission of tenders in respect of subsequent partial invitations to tender shall be 9 a.m. (Brussels time) each Thursday thereafter.

3. The last partial invitation to tender shall be 9 a.m. (Brussels time) on 25 May 2000.

4. Tenders shall be lodged with the Danish intervention agency.

⁽⁵⁾ OJ L 331, 2.12.1988, p. 1.

Article 6

1. The intervention agency, the storer and the successful tenderer shall, at the request of the latter and by common agreement, either before or at the time of removal from storage as the successful tenderer chooses, take reference samples for counter-analysis at the rate of at least one sample for every 500 tonnes and shall analyse the samples. The intervention agency may be represented by a proxy, provided this is not the storer.

The analysis results shall be forwarded to the Commission in the event of a dispute.

Reference samples for counter-analysis shall be taken and analysed within seven working days of the date of the successful tenderer's request or within three working days if the samples are taken on removal from storage. Where the final result of sample analyses indicates a quality:

- (a) higher than that specified in the notice of invitation to tender, the successful tenderer must accept the lot as established;
- (b) higher than the minimum characteristics laid down for intervention but below the quality described in the notice of invitation to tender, providing that the differences having regard to those criteria do not exceed the following limits:
 - two kilograms per hectolitre as regards specific weight, which must not, however, be less than 60 kg/hl,
 - one percentage point as regards moisture content,
 - half a percentage point as regards impurities as specified in points B.2 and B.4 of the Annex to Commission Regulation (EEC) No 689/92 ⁽¹⁾, and
 - half a percentage point as regards impurities as specified in point B.5 of the Annex to Regulation (EEC) No 689/92, the percentages admissible for noxious grains and ergot, however, remaining unchanged,

the successful tenderer must accept the lot as established;

- (c) higher than the minimum characteristics laid down for intervention but below the quality described in the notice of invitation to tender, and a difference exceeding the limits set out in point (b), the successful tenderer may:
 - accept the lot as established, or
 - refuse to take over the lot in question. The successful tenderer shall be discharged of all his obligations relating to the lot in question and the securities shall be released only once he has informed the Commission and the intervention agency forthwith in accordance with Annex II; however, if he requests the intervention agency to supply him with another lot of intervention barley of the quality laid down at no additional charge,

the security shall not be released. The lot must be replaced within three days of the date of the successful tenderer's request. The successful tenderer shall notify the Commission immediately thereof in accordance with Annex II;

- (d) below the minimum characteristics laid down for intervention, the successful tenderer may not remove the lot in question. He shall be discharged of all his obligations relating to the lot in question and the securities shall be released only once he has informed the Commission and the intervention agency forthwith in accordance with Annex II; however, he may request the intervention agency to supply him with another lot of intervention barley of the quality laid down at no additional charge. In that case, the security shall not be released. The lot must be replaced within three days of the date of the successful tenderer's request. The successful tenderer shall immediately inform the Commission thereof in accordance with Annex II.

2. However, if the barley is removed before the results of the analyses are known, all risks shall be borne by the successful tenderer from the time the lot is removed, without prejudice to any means of redress of which he may avail himself against the storer.

3. If, as a result of successive replacements, the successful tenderer has not received a replacement lot of the quality laid down within one month of the date of his request for a replacement, he shall be discharged of all his obligations and the securities shall be released once he has informed the Commission and the intervention agency forthwith in accordance with Annex II.

4. Except where the final results of analyses indicate a quality below the minimum characteristics laid down for intervention, the costs of taking the samples and conducting the analyses provided for in paragraph 1 but not of inter-bin transfers shall be borne by the European Agricultural Guidance and Guarantee Fund (EAGGF) in respect of up to one analysis per 500 tonnes. The costs of inter-bin transfers and any additional analyses requested by the successful tenderer shall be borne by him.

Article 7

By derogation from Article 12 of Commission Regulation (EEC) No 3002/92 ⁽²⁾, the documents relating to the sale of barley in accordance with this Regulation, and in particular the export licence, the removal order referred to in Article 3(1)(b) of Regulation (EEC) No 3002/92, the export declaration and, where necessary, the T5 copy shall carry the entry:

⁽¹⁾ OJ L 74, 20.3.1992, p. 18.

⁽²⁾ OJ L 301, 17.10.1992, p. 17.

- Cebada de intervención sin aplicación de restitución ni gravamen, Reglamento (CE) n° 390/2000
- Byg fra intervention uden restitutionsydelse eller -afgift, forordning (EF) nr. 390/2000
- Interventionsgerste ohne Anwendung von Ausfuhrerstattungen oder Ausfuhrabgaben, Verordnung (EG) Nr. 390/2000
- Κριθή παρέμβασης χωρίς εφαρμογή επιστροφής ή φόρου, κανονισμός (ΕΚ) αριθ. 390/2000
- Intervention barley without application of refund or tax, Regulation (EC) No 390/2000
- Orge d'intervention ne donnant pas lieu à restitution ni taxe, règlement (CE) n° 390/2000
- Orzo d'intervento senza applicazione di restituzione né di tassa, regolamento (CE) n. 390/2000
- Gerst uit interventie, zonder toepassing van restitutie of belasting, Verordening (EG) nr. 390/2000
- Cevada de intervenção sem aplicação de uma restituição ou imposição, Regulamento (CE) n.º 390/2000
- Interventio-ohraa, johon ei sovelleta vientitukea eikä vientimaksua, asetus (EY) N:o 390/2000
- Interventionskorn, utan tillämpning av bidrag eller avgift, förordning (EG) nr 390/2000.

Article 8

1. The security lodgement pursuant to Article 13(4) of Regulation (EEC) No 2131/93 must be released once the export licences have been issued to the successful tenderers.
2. Notwithstanding Article 17 of Regulation (EEC) No 2131/93, the obligation to export shall be covered by a security equal to the difference between the intervention price applying on the day of the award and the price awarded but not less than EUR 10 per tonne. Half of the security shall be

lodged when the licence is issued and the balance shall be lodged before the cereals are removed.

Notwithstanding Article 15(2) of Regulation (EEC) No 3002/92:

- the part of the security lodged when the licence is issued must be released within 20 working days of the date on which the successful tenderer provides proof that the cereals removed have left the customs territory of the Community.

Notwithstanding Article 17(3) of Regulation (EEC) No 2131/93:

- the remainder must be released within 15 working days of the date on which the successful tenderer provides the proof referred to in Article 18 of Regulation (EEC) No 3665/87.

3. Except in duly substantiated exceptional cases, in particular the opening of an administrative enquiry, any release of the securities provided for in this Article after the time limits specified in this same Article shall confer an entitlement to compensation from the Member State amounting to EUR 0,015 per 10 tonnes for each day's delay.

This compensation shall not be charged to the EAGGF.

Article 9

Within two hours of the expiry of the time limit for the submission of tenders, the Danish intervention agency shall notify the Commission of tenders received. Such notification shall be made using the model set out in Annex III and the telex or fax numbers set out in Annex IV.

Article 10

This Regulation shall enter into force on the day of 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, 21 February 2000.

For the Commission

Franz FISCHLER

Member of the Commission

ANNEX I

(tonnes)	
Place of storage	Quantity
Sjælland	13 235
Jylland	14 617
Fyn	3 905

ANNEX II

Communication of refusal of lots under the standing invitation to tender for the export of barley held by the Danish intervention agency

(Article 6(1) of Regulation (EC) No 390/2000)

— Name of successful tenderer:

— Date of award of contract:

— Date of refusal of lot by successful tenderer:

Lot No	Quantity in tonnes	Address of silo	Reason for refusal to take over
			— Specific weight (kg/hl) — % sprouted grains — % miscellaneous impurities (Schwarzbesatz) — % of matter which is not basic cereal of unimpaired quality — Other

ANNEX III

Standing invitation to tender for the export of barley held by the Danish intervention agency

(Regulation (EC) No 390/2000)

1	2	3	4	5	6	7
Tender No	Consignment No	Quantity (tonnes)	Offer price (EUR/tonne) ⁽¹⁾	Price increases (+) or reductions (-) (EUR/tonne) p.m.	Commercial costs (EUR/tonne)	Destination
1						
2						
3						
etc.						

⁽¹⁾ This price includes the increases or reductions relating to the lot to which the tender refers.

ANNEX IV

The only numbers to use to call Brussels are (DG AGRI-C-1):

— fax 296 49 56,
295 25 15;

— telex 22037 AGREC B,
22070 AGREC B (Greek characters).

COMMISSION REGULATION (EC) No 391/2000
of 21 February 2000
on the supply of white sugar as food aid

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1292/96 of 27 June 1996 on food-aid policy and food-aid management and special operations in support of food security ⁽¹⁾, and in particular Article 24(1)(b) thereof,

Whereas:

- (1) The abovementioned Regulation lays down the list of countries and organisations eligible for Community aid and specifies the general criteria on the transport of food aid beyond the fob stage.
- (2) Following the taking of a number of decisions on the allocation of food aid, the Commission has allocated white sugar to certain beneficiaries.
- (3) It is necessary to make these supplies in accordance with the rules laid down by Commission Regulation (EC) No 2519/97 of 16 December 1997 laying down general rules for the mobilisation of products to be supplied

pursuant to Council Regulation (EC) No 1292/96 as Community food aid ⁽²⁾. It is necessary to specify the time limits and conditions of supply to determine the resultant costs,

HAS ADOPTED THIS REGULATION:

Article 1

White sugar shall be mobilised in the Community, as Community food aid for supply to the recipient listed in the Annex, in accordance with Regulation (EC) No 2519/97 and under the conditions set out in the Annex.

The tenderer is deemed to have noted and accepted all the general and specific conditions applicable. Any other condition or reservation included in his tender is deemed unwritten.

Article 2

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, 21 February 2000.

For the Commission

Franz FISCHLER

Member of the Commission

⁽¹⁾ OJ L 166, 5.7.1996, p. 1.

⁽²⁾ OJ L 346, 17.12.1997, p. 23.

ANNEX

LOTS A, B, C, D, E

1. **Action Nos:** 53/99 (A); 54/99 (B); 55/99 (C); 56/99 (D); 57/99 (E)
2. **Beneficiary** ⁽²⁾: UNRWA, Supply division, Amman Office, PO Box 140157, Amman — Jordan telex 21170 UNRWA JC; fax (962-6) 86 41 27
3. **Beneficiary's representative:** UNRWA Field Supply and Transport Officer
A+E: PO Box 19149, Jerusalem, Israel [tel. (972-2) 589 05 55; telex 26194 UNRWA IL; fax 581 65 64]
B: PO Box 947, Beirut, Lebanon [tel. (961-1) 840 460-9; telefax 603 683]
C: PO Box 4313, Damascus, Syria [tel. (963-11) 613 30 35; telex 412006 UNRWA SY; fax 613 30 47]
D: PO Box 484, Amman, Jordan [tel. (962-6) 74 19 14/77 22 26; telex 23402 UNRWAJFO JO; fax 74 63 61]
4. **Country of destination:** A and E: Israel (A: Gaza; E: West Bank); B: Lebanon; C: Syria; D: Jordan
5. **Product to be mobilised:** white sugar
6. **Total quantity (tonnes net):** 1 910
7. **Number of lots:** 5 (A: 610 t; B: 300 t; C: 280 t; D: 460 t; E: 260 t)
8. **Characteristics and quality of the product** ⁽³⁾ ⁽⁵⁾ ⁽⁹⁾ ⁽¹⁰⁾: see OJ C 114, 29.4.1991, p. 1 (V. A. (1))
9. **Packaging** ⁽⁷⁾: see OJ C 267, 13.9.1996, p. 1 (11.2, A 1.b, 2.b and B.4)
10. **Labelling or marking** ⁽⁶⁾: see OJ C 114, 29.4.1991, p. 1 (V.A(3))
— Language to be used for the markings: English
— Supplementary markings: NOT FOR SALE
11. **Method of mobilisation of the product:** sugar produced in the Community in accordance with Article (1.2) of Council Regulation (EC) No 2038/1999 (OJ L 252, 29.9.1999, p. 1) as follows: A or B sugar (points (e) and (f))
12. **Specified delivery stage** ⁽⁸⁾ ⁽¹¹⁾: A, C, E: free at port of landing — container terminal; B and D: free at destination
13. **Alternative delivery stage:** free at port of shipment
14. a) **Port of shipment:** —
b) **Loading address:** —
15. **Port of landing:** A, and E: Ashdod; C: Lattakia
16. **Place of destination:** UNRWA warehouse in Beirut (B) and Amman (D)
— port or warehouse of transit: —
— overland transport route: —
17. **Period or deadline of supply at the specified stage:**
— first deadline: A, B, C, E: 23.4.2000; D: 7.5.2000
— second deadline: A, B, C, E: 7.5.2000; D: 21.5.2000
18. **Period or deadline of supply at the alternative stage:**
— first deadline: 27.3 to 9.4.2000
— second deadline: 10 to 23.4.2000
19. **Deadline for the submission of tenders (at 12 noon, Brussels time):**
— first deadline: 7.3.2000
— second deadline: 21.3.2000
20. **Amount of tendering guarantee:** EUR 15 per tonne
21. **Address for submission of tenders and tendering guarantees** ⁽¹⁾: Bureau de l'aide alimentaire, Attn. Mr T. Vestergaard, Bâtiment Loi 130, bureau 7/46, Rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel; telex 25670 AGREC B; fax (32-2) 296 70 03/296 70 04 (exclusively)
22. **Export refund** ⁽⁴⁾: Refund applicable to white sugar on 11.2.2000, fixed by Commission Regulation (EC) No 301/2000 (OJ L 35, 10.2.2000 p. 5)

Notes:

- (¹) Supplementary information: André Debongnie (tel. (32-2) 295 14 65),
Torben Vestergaard (tel. (32-2) 299 30 50).
- (²) The supplier shall contact the beneficiary or its representative as soon as possible to establish which consignment documents are required.
- (³) The supplier shall deliver to the beneficiary a certificate from an official entity certifying that for the product to be delivered the standards applicable, relative to nuclear radiation, in the Member State concerned, have not been exceeded. The radioactivity certificate must indicate the caesium-134 and -137 and iodine-131 levels.
- (⁴) Commission Regulation (EC) No 259/98 (OJ L 25, 31.1.1998, p. 39), is applicable as regards the export refund. The date referred to in Article 2 of the said Regulation is that indicated in point 22 of this Annex.
The supplier's attention is drawn to the last subparagraph of Article 4(1) of the above Regulation. The photocopy of the export licence shall be sent as soon as the export declaration has been accepted (fax: (32-2) 296 20 05)).
- (⁵) The supplier shall supply to the beneficiary or its representative, on delivery, the following documents:
— health certificate (including 'production date: ...').
- (⁶) Notwithstanding OJ C 114, point V.A(3)(c) is replaced by the following, 'the words "European Community"'
- (⁷) Since the goods may be rebagged, the supplier must provide 2 % of empty bags of the same quality as those containing the goods, with the marking followed by a capital 'R'.
- (⁸) Shipment to take place in 20-foot containers: Lots A, C and E: The contracted shipping terms shall be considered full liner terms free port of landing container yard and is understood to cover 15 days — Saturdays, and official public and religious holidays excluded — free of container detention charges at the port of discharge taken from the day/time of the arrival of the vessel. The 15 day period should be clearly marked on the bill of lading. Bona fide detention charges levied in respect of container detention(s) in excess of the said 15 days as detailed above will be borne by UNRWA. UNRWA shall not pay/not be charged any container deposit fees.
After take-over of the goods at the delivery stage, the recipient will bear all costs of shifting the containers for destuffing outside the port area and of returning them to the container yard.
Ashdod: consignment to be stowed in 20-foot containers containing not more than 17 tonnes each, net.
- (⁹) The rule provided at the second indent of Article 18(2)(a) of Commission Regulation (EEC) No 2103/77 (OJ L 246, 27.9.1977, p. 12), as last amended by Regulation (EC) No 260/96 (OJ L 34, 13.2.1996, p. 16), is binding for determination of the sugar category.
- (¹⁰) Lot C: The health certificate and the certificate of origin must be signed and stamped by a Syrian Consulate, including the statement that consular fees and charges have been paid.
- (¹¹) In addition to the provisions of Article 14(3) of Regulation (EC) No 2519/97, vessels chartered shall not appear on any of the four most recent quarterly lists of detained vessels as published by the Paris Memorandum of Understanding on Port State Control (Council Directive 95/21/EC, (OJ L 157, 7.7.1995, p. 1)).
-

COMMISSION REGULATION (EC) No 392/2000
of 21 February 2000
on the supply of vegetable oil as food aid

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1292/96 of 27 June 1996 on food-aid policy and food-aid management and special operations in support of food security ⁽¹⁾, and in particular Article 24(1)(b) thereof,

Whereas:

- (1) The abovementioned Regulation lays down the list of countries and organisations eligible for Community aid and specifies the general criteria on the transport of food aid beyond the fob stage.
- (2) Following the taking of a number of decisions on the allocation of food aid, the Commission has allocated vegetable oil to certain beneficiaries.
- (3) It is necessary to make these supplies in accordance with the rules laid down by Commission Regulation (EC) No 2519/97 of 16 December 1997 laying down general rules for the mobilisation of products to be supplied under Council Regulation (EC) No 1292/96 as Community food aid ⁽²⁾. It is necessary to specify the

time limits and conditions of supply to determine the resultant costs,

HAS ADOPTED THIS REGULATION:

Article 1

Vegetable oil shall be mobilised in the Community, as Community food aid for supply to the recipient listed in the Annex, in accordance with Regulation (EC) No 2519/97 and under the conditions set out in the Annex.

The supply shall cover the mobilisation of vegetable oil produced in the Community. Mobilisation may not involve a product manufactured and/or packaged under inward processing arrangements.

The tenderer is deemed to have noted and accepted all the general and specific conditions applicable. Any other condition or reservation included in his tender is deemed unwritten.

Article 2

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, 21 February 2000.

For the Commission

Franz FISCHLER

Member of the Commission

⁽¹⁾ OJ L 166, 5.7.1996, p. 1.

⁽²⁾ OJ L 346, 17.12.1997, p. 23.

ANNEX

LOTS A, B, C, D, E

1. **Action Nos:** 58/99 (A); 59/99 (B); 60/99 (C); 61/99 (D); 62/99 (E)
2. **Beneficiary** ⁽²⁾: UNRWA, Supply division, Amman Office, PO Box 140157, Amman — Jordan telex 21170 UNRWA JC; fax (962-6) 86 41 27
3. **Beneficiary's representative:** UNRWA Field Supply and Transport Officer
 A+E: PO Box 19149, Jerusalem, Israel [tel. (972-2) 589 05 55; telex 26194 UNRWA IL; fax 581 65 64]
 B: PO Box 947, Beirut, Lebanon [tel. (961-1) 840 46 09; telefax 603 683]
 C: PO Box 4313, Damascus, Syria [tel. (963-11) 613 30 35; telex 412006 UNRWA SY; fax 613 30 47]
 D: PO Box 484, Amman, Jordan [tel. (962-6) 74 19 14/77 22 26; telex 23402 UNRWAJFO JO; telefax 74 63 61]
4. **Country of destination:** A, E: Israel (A: Gaza; E: West Bank); B: Lebanon; C: Syria; D: Jordan
5. **Product to be mobilised:** refined sunflower oil
6. **Total quantity (tonnes net):** 957,6
7. **Number of lots:** 5 (A: 288,8 tonnes; B: 182,4 tonnes; C: 136,8 tonnes; D: 212,8 tonnes; E: 136,8 tonnes)
8. **Characteristics and quality of the product** ⁽³⁾ ⁽⁴⁾ ⁽⁵⁾: see OJ C 114, 29.4.1991, p. 1 (III.A (1)(a) or (b))
9. **Packaging** ⁽⁷⁾: see OJ C 267, 13.9.1996, p. 1 (10.7 A and B.3)
10. **Labelling or marking** ⁽⁶⁾ ⁽⁶⁾: see OJ C 114 29.4.1991, p. 1 (III.A.(3))
 — language to be used for the markings: English
 — supplementary markings: NOT FOR SALE
 lot D: 'Expiry date...' (date of manufacture plus 2 years)
11. **Method of mobilisation of the product:** mobilisation of refined vegetable oil produced in the Community. Mobilisation may not involve a product manufactured and/or packaged under inward-processing arrangements.
12. **Specified delivery stage** ⁽⁸⁾: A, C, E: free at port of landing — FAS landed, container terminal B and D: free at destination
13. **Alternative delivery stage:** free at port of shipment
14. a) **Port of shipment:** —
 b) **Loading address:** —
15. **Port of landing:** A, E: Ashdod; C: Lattakia
16. **Place of destination:** UNRWA warehouse in Beirut (B) and Amman (D)
 — port or warehouse of transit: —
 — overland transport route: —
17. **Period or deadline of supply at the specified stage:**
 — first deadline: A, B, C, E: 30.4.2000; D: 14.5.2000
 — second deadline: A, B, C, E: 14.5.2000; D: 28.5.2000
18. **Period or deadline of supply at the alternative stage:**
 — first deadline: 3 to 16.4.2000
 — second deadline: 17 to 30.4.2000
19. **Deadline for the submission of tenders (at 12 noon, Brussels time):**
 — first deadline: 7.3.2000
 — second deadline: 21.3.2000
20. **Amount of tendering guarantee:** EUR 15 per tonne
21. **Address for submission of tenders and tendering guarantees** ⁽¹⁾: Bureau de l'aide alimentaire, Attn Mr T. Vestergaard, Bâtiment Loi 130, bureau 7/46, Rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel; telex 25670 AGREC B; fax (32-2) 296 70 03/296 70 04 (exclusively)
22. **Export refund:** —

Notes:

- (¹) Supplementary information: André Debongnie (tel. (32-2) 295 14 65),
Torben Vestergaard (tel. (32-2) 299 30 50).
- (²) The supplier shall contact the beneficiary or its representative as soon as possible to establish which consignment documents are required.
- (³) The supplier shall deliver to the beneficiary a certificate from an official entity certifying that for the product to be delivered the standards applicable, relative to nuclear radiation, in the Member State concerned, have not been exceeded. The radioactivity certificate must indicate the caesium-134 and -137 and iodine-131 levels.
- (⁴) The supplier shall supply to the beneficiary or its representative, on delivery, the following document:
— health certificate (including 'production date:...').
- (⁵) Notwithstanding OJ C 114, point III.A(3)(c) is replaced by the following: 'the words "European Community"'
- (⁶) Marking has to be done on the side surface of the barrels (minimum size of the European flag: 150 × 225 mm).
- (⁷) Shipment to take place in 20-foot containers: Lots A, C and E: the contracted shipping terms shall be considered full liner terms free port of landing container yard and is understood to cover 15 days — Saturdays, Sundays and official public and religious holidays excluded — free of container detention charges at the port of discharge taken from the day/time of the arrival of the vessel. The 15 day period should be clearly marked on the bill of lading. Bona fide detention charges levied in respect of container detention(s) in excess of the said 15 days as detailed above will be borne by UNRWA. UNRWA shall not pay/not be charged any container deposit fees.
- After take-over of the goods at the delivery stage, the recipient will bear all costs of shifting the containers for destuffing outside the port area and of returning them to the container yard.
- Ashdod: consignment to be stowed in 20-foot containers containing not more than 17 tonnes each, net.
- (⁸) In addition to the provisions of Article 14(3) of Regulation (EC) No 2519/97, vessels chartered shall not appear on any of the four most recent quarterly lists of detained vessels as published by the Paris Memorandum of Understanding on Port State Control (Council Directive 95/21/EC (OJ L 157, 7.7.1995, p. 1)).
- (⁹) Lot C: the health certificate and the certificate of origin must be signed and stamped by a Syrian Consulate, including the statement that consular fees and charges have been paid.
-

COMMISSION REGULATION (EC) No 393/2000
of 21 February 2000
on the supply of cereals as food aid

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1292/96 of 27 June 1996 on food-aid policy and food-aid management and special operations in support of food security ⁽¹⁾, and in particular Article 24(1)(b) thereof,

Whereas:

- (1) The abovementioned Regulation lays down the list of countries and organisations eligible for Community aid and specifies the general criteria on the transport of food aid beyond the fob stage.
- (2) Following the taking of a number of decisions on the allocation of food aid, the Commission has allocated cereals to certain beneficiaries.
- (3) It is necessary to make these supplies in accordance with the rules laid down by Commission Regulation (EC) No 2519/97 of 16 December 1997 laying down general rules for the mobilisation of products to be supplied

under Council Regulation (EC) No 1292/96 as Community food aid ⁽²⁾. It is necessary to specify the time limits and conditions of supply to determine the resultant costs,

HAS ADOPTED THIS REGULATION:

Article 1

Cereals shall be mobilised in the Community, as Community food aid for supply to the recipient listed in the Annex, in accordance with Regulation (EC) No 2519/97 and under the conditions set out in the Annex.

The tenderer is deemed to have noted and accepted all the general and specific conditions applicable. Any other condition or reservation included in his tender is deemed unwritten.

Article 2

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, 21 February 2000.

For the Commission

Franz FISCHLER

Member of the Commission

⁽¹⁾ OJ L 166, 5.7.1996, p. 1.

⁽²⁾ OJ L 346, 17.12.1997, p. 23.

ANNEX

LOTS A, B

1. **Action Nos:** 275-276/98 (A); 624/97, 628/97, 632/97, 677/97, 687/97, 806/97 (B)
2. **Beneficiary** ⁽²⁾: Euronaid, PO Box 12, NL-2501 CA Den Haag, Nederland
tel. (31-70) 33 05 757; fax 36 41 701; telex 30960 EURON NL
3. **Beneficiary's representative:** to be designed by the recipient
4. **Country of destination:** Ethiopia
5. **Product to be mobilised:** common wheat
6. **Total quantity (tonnes net):** 31 376
7. **Number of lots** ⁽⁸⁾: 2 in 8 parts
8. **Characteristics and quality of the product** ⁽³⁾ ⁽⁵⁾ ⁽⁷⁾: see OJ C 114, 29.4.1991, p. 1 (II.A(1)(a))
9. **Packaging:** see OJ C 267, 13.9.1996, p. 1 (1.0, A 1.c, 2.c and B.2)
10. **Labelling or marking** ⁽⁶⁾: see OJ C 114, 29.4.1991, p. 1 (II.A(3))
 - Language to be used for the markings: English
 - Supplementary markings: —
11. **Method of mobilisation of the product:** the Community market
12. **Specified delivery stage:** free at port of shipment — fob stowed and trimmed
13. **Alternative delivery stage:** —
14. a) **Port of shipment:** —
b) **Loading address:** —
15. **Port of landing:** —
16. **Place of destination:** —
 - port or warehouse of transit: —
 - overland transport route: —
17. **Period or deadline of supply at the specified stage:**
 - first deadline: A: 20.3 to 9.4.2000; B: 10 to 30.4.2000
 - second deadline: A: 3 to 23.4.2000; B: 17.4 to 7.5.2000
18. **Period or deadline of supply at the alternative stage:**
 - first deadline: —
 - second deadline: —
19. **Deadline for the submission of tenders (at 12 noon, Brussels time):**
 - first deadline: 7.3.2000
 - second deadline: 21.3.2000
20. **Amount of tendering guarantee:** EUR 5 per tonne
21. **Address for submission of tenders and tendering guarantees** ⁽¹⁾: Bureau de l'aide alimentaire, Attn. Mr T. Vestergaard, Bâtiment Loi 130, bureau 7/46, Rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel; telex 25670 AGREC B; fax (32-2) 296 70 03/296 70 04 (exclusively)
22. **Export refund** ⁽⁴⁾: Refund applicable on 29.2.2000, fixed by Commission Regulation (EC) No 237/2000 (OJ L 24, 29.1.2000 p. 43)

Notes:

- (¹) Supplementary information: André Debongnie (tel. (32-2) 295 14 65)
Torben Vestergaard (tel. (32-2) 299 30 50).
- (²) The supplier shall contact the beneficiary or its representative as soon as possible to establish which consignment documents are required.
- (³) The supplier shall deliver to the beneficiary a certificate from an official entity certifying that for the product to be delivered the standards applicable, relative to nuclear radiation, in the Member State concerned, have not been exceeded. The radioactivity certificate must indicate the caesium-134 and -137 and iodine-131 levels.
- (⁴) Commission Regulation (EC) No 259/98 (OJ L 25, 31.1.1998, p. 39), is applicable as regards the export refund. The date referred to in Article 2 of the said Regulation is that indicated in point 22 of this Annex.
- The supplier's attention is drawn to the last subparagraph of Article 4(1) of the above Regulation. The photocopy of the export licence shall be sent as soon as the export declaration has been accepted (fax (32-2) 296 20 05).
- (⁵) The supplier shall supply to the beneficiary or its representative, on delivery, the following document:
— phytosanitary certificate
- (⁶) Notwithstanding OJ C 114, point II.A(3)(c) is replaced by the following, 'the words "European Community"'
- (⁷) The quantity and quality control will be carried out for every 2 500 tonnes.

(⁸)

Lot	Partial quantities (in tonnes)	Operation No
A	12 943	275/98
	3 722	276/98
	16 665	
B	10 000	624/97
	1 060	628/97
	2 940	632/97
	146	677/97
	465	687/97
	100	806/97
	14 711	

COMMISSION REGULATION (EC) No 394/2000**of 21 February 2000****amending Commission Regulation (EC) No 2629/1999 establishing rules for the management and distribution of quotas established for the year 2000 under Council Regulation (EC) No 517/94**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 517/94 of 7 March 1994 on common rules for imports of textile products from certain third countries not covered by bilateral agreements, protocols or other arrangements, or by specific Community import rules ⁽¹⁾, as last amended by Council Regulation (EC) No 7/2000 ⁽²⁾, and in particular Article 17 thereof,

Whereas:

- (1) The Council, through Regulation (EC) No 517/94, established quantitative restrictions on imports of certain textile products originating in third countries and envisaged that these quotas would be allocated in chronological order of receipt by the Commission of notifications from Member States according to the principle of 'first come, first served'.
- (2) For technical reasons the computer network set up for the purpose of managing the quota system inadvertently permitted the receipt of data from several Member States at the same time on 20 December 1999.
- (3) The applications submitted by the competent authorities of the Member States exceed the level of quotas for products covered by categories A5, A6, A15, A16, A78 and A83.

(4) In those circumstances and for these product categories, it is appropriate to amend the method of allocating the quotas for such products originating in the Democratic People's Republic of Korea by distributing the quotas among the Member States on a pro rata basis of total amounts requested by each of them relative to the quota.

(5) The measures provided for in this Regulation are in accordance with the opinion of the Committee established by Council Regulation (EC) No 517/94,

HAS ADOPTED THIS REGULATION:

Article 1

The following paragraph is added to Article 2 of Commission Regulation (EC) No 2629/1999 ⁽³⁾:

'For products covered by categories A5, A6, A15, A16, A78 and A83 originating in the Democratic People's Republic of Korea the quota is distributed as indicated in the Annex to this Regulation.'

Article 2

This Regulation shall enter into force on the day of 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, 21 February 2000.

For the Commission

Pascal LAMY

Member of the Commission

⁽¹⁾ OJ L 67, 10.3.1994, p. 1.

⁽²⁾ OJ L 2, 5.1.2000, p. 51.

⁽³⁾ OJ L 321, 14.12.1999, p. 8.

ANNEX

Category	Member State	Amount to be allocated
A15	Austria	7 193
A15	Germany	34 988
A15	Spain	7 193
A15	France	10 790
A15	Italy	1 079
A15	The Netherlands	7 193
A15	United Kingdom	39 563
A16	Germany	11 786
A16	United Kingdom	43 214
A5	Austria	3 785
A5	Germany	90 831
A5	Spain	3 785
A5	France	18 923
A5	Italy	1 892
A5	Sweden	3 785
A6	Austria	5 341
A6	Germany	66 553
A6	Denmark	2 671
A6	Spain	5 341
A6	France	2 671
A6	Italy	5 341
A6	The Netherlands	16 024
A6	Sweden	2 671
A6	United Kingdom	37 388
A78	Austria	6 551
A78	Germany	85 475
A78	France	7 688
A78	Italy	6 551
A78	The Netherlands	4 367
A78	Sweden	4 367
A83	Austria	1 156
A83	Germany	30 068
A83	Italy	463
A83	The Netherlands	2 313

COMMISSION REGULATION (EC) No 395/2000**of 21 February 2000****fixing Community producer and import prices for carnations and roses with a view to the application of the arrangements governing imports of certain floricultural products originating in Cyprus, Israel, Jordan, Morocco and the West Bank and the Gaza Strip**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EEC) No 4088/87 of 21 December 1987 fixing conditions for the application of preferential customs duties on imports of certain flowers originating in Cyprus, Israel, Jordan, Morocco and the West Bank and the Gaza Strip ⁽¹⁾, as last amended by Regulation (EC) No 1300/97 ⁽²⁾, and in particular Article 5 (2) (a) thereof,

Whereas:

Pursuant to Article 2 (2) and Article 3 of abovementioned Regulation (EEC) No 4088/87, Community import and producer prices are fixed each fortnight for uniflorous (bloom) carnations, multiflorous (spray) carnations, large-flowered roses and small-flowered roses and apply for two-weekly periods. Pursuant to Article 1b of Commission Regulation (EEC) No 700/88 of 17 March 1988 laying down detailed rules for the application of the arrangements for the import into the Community of certain floricultural products originating in Cyprus, Israel, Jordan, Morocco and the West Bank and the Gaza Strip ⁽³⁾, as last amended by Regulation (EC) No 2062/

97 ⁽⁴⁾, those prices are determined for fortnightly periods on the basis of weighted prices provided by the Member States. Those prices should be fixed immediately so the customs duties applicable can be determined. Whereas, to that end, provision should be made for this Regulation to enter into force immediately,

HAS ADOPTED THIS REGULATION:

Article 1

The Community producer and import prices for uniflorous (bloom) carnations, multiflorous (spray) carnations, large-flowered roses and small-flowered roses as referred to in Article 1b of Regulation (EEC) No 700/88 for a fortnightly period shall be as set out in the Annex.

Article 2

This Regulation shall enter into force on 22 February 2000.

It shall apply from 23 February to 7 March 2000.

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

Done at Brussels, 21 February 2000.

For the Commission

Franz FISCHLER

Member of the Commission

⁽¹⁾ OJ L 382, 31.12.1987, p. 22.

⁽²⁾ OJ L 177, 5.7.1997, p. 1.

⁽³⁾ OJ L 72, 18.3.1988, p. 16.

⁽⁴⁾ OJ L 289, 22.10.1997, p. 1.

ANNEX

(EUR/100 pieces)

Period: from 23 February to 7 March 2000

Community producer price	Uniflorous (bloom) carnations	Multiflorous (spray) carnations	Large-flowered roses	Small-flowered roses
	16,96	13,63	76,41	24,44
Community import prices	Uniflorous (bloom) carnations	Multiflorous (spray) carnations	Large-flowered roses	Small-flowered roses
Israel	17,14	14,14	24,57	27,44
Morocco	23,48	20,79	—	—
Cyprus	—	—	—	—
Jordan	—	—	—	—
West Bank and Gaza Strip	—	—	—	—

II

(Acts whose publication is not obligatory)

COMMISSION

COMMISSION DECISION

of 14 December 1999

relating to a proceeding pursuant to Article 15(1)(b) of Council Regulation No 17
(Case No IV/34.237/F3 — Anheuser-Busch Incorporated — Scottish & Newcastle)

(notified under document number C(1999) 4499)

(Only the English text is authentic)

(2000/146/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation No 17 of 6 February 1962, First Regulation implementing Articles 85 and 86 of the Treaty ⁽¹⁾, as last amended by Regulation (EC) No 1216/1999 ⁽²⁾, and in particular Article 15(1)(b) thereof,

Having given the undertakings concerned the opportunity of being heard on the matters to which the Commission has taken objection,

After having consulted the Advisory Committee on Restrictive Practices and Dominant Positions,

Whereas:

I

INTRODUCTION AND PROCEDURE

- (1) This Decision is concerned with the supply of incorrect information in response to a formal request for information under Article 11(3) of Regulation No 17 addressed to Anheuser-Busch Incorporated and Scottish & Newcastle plc.
- (2) The Commission sent a Statement of Objections to the parties concerned on 4 August 1998. Anheuser-Busch Incorporated, Anheuser-Busch European Trade Limited and Scottish & Newcastle submitted their replies to the Statement of Objections on 16 October and 27 October

1998 respectively. The parties were given the opportunity to put forward their arguments orally, but both parties declined to use that opportunity. Instead, Anheuser-Busch Incorporated, Anheuser-Busch European Trade Limited and Scottish & Newcastle submitted further replies to the Statement of Objections on 27 April and 6 May 1999 respectively. This Decision takes account of all the responses to the Statement of Objections.

II

FACTS

A. The undertakings concerned

1. Anheuser-Busch Incorporated

- (3) Anheuser-Busch Incorporated (hereinafter 'Anheuser-Busch Inc.') is the brewing subsidiary of Anheuser-Busch Companies Incorporated, based in St Louis, United States of America, and is the world's largest brewing organisation. Anheuser-Busch International Inc. is the company's international beer subsidiary, and was formed in 1981 to explore and develop markets outside the United States. Anheuser-Busch European Trade Limited (ABET), based in London, is the European subsidiary of Anheuser-Busch International Inc. and was formed to develop the sales, distribution and marketing of Anheuser-Busch brands in Europe. Both Anheuser-Busch Inc. and ABET are involved in this procedure and replied to the Commission's letter of 3 June 1997

⁽¹⁾ OJ 13, 21.2.1962, p. 204/62

⁽²⁾ OJ L 148, 15.6.1999, p. 5.

pursuant to Article 11 of Regulation No 17 and the Statement of Objections of 4 August 1998 ('Anheuser-Busch' being used hereinafter where Anheuser-Busch Incorporated and ABET were both involved in the procedure.) In the United Kingdom, 'Budweiser' beer is the number one premium packaged lager.

- (4) The worldwide turnover of Anheuser-Busch Companies Incorporated was USD 13,2 billion in 1998 (approximately EUR 12,3 billion).

2. Scottish & Newcastle plc

- (5) The Scottish & Newcastle (S & N) Group comprises three business divisions: brewing, pub retailing, and leisure. S & N's brewing business is based principally in the United Kingdom and Ireland, where it brews and distributes its own brands and brews and/or distributes a number of other brands under licence.
- (6) In August 1995, S & N acquired the brewing and distribution business of Courage Limited (hereinafter 'Courage'). The combined United Kingdom brewing businesses trade under the name Scottish Courage. These brewing activities represent 28 % of the UK beer market in volume production terms. S & N is the largest brewer in the United Kingdom.
- (7) S & N's worldwide turnover for the year ended 3 May 1998 was GBP 3,352 billion (approximately EUR 5,06 billion).

B. Case history

- (8) On 24 February 1992, the Commission received a notification pursuant to Articles 2 and 4 of Regulation No 17, by Anheuser-Busch and Courage, of agreements concerning the brewing, distribution and marketing of Budweiser beer in the United Kingdom. On 20 July 1993, the Commission received copies of the agreements as amended by the amending agreement of 14 May 1993.
- (9) Following the sale of Courage's brewing business to S & N in August 1995, the Commission wrote to S & N on 11 January 1996 for confirmation of the continued operation of the brewing and/or purchase and distribution agreements between Courage and third parties. By letter of 9 February 1996, S & N informed the Commission that revised arrangements had been entered into between Courage and Anheuser-Busch Inc. in May 1995, that these new arrangements were novated to S & N (entered into by S & N, by way of a novation) on completion of the Courage acquisition in 1995 and that the Commission would be formally informed of the new arrangements shortly.
- (10) In response to a telephone conversation initiated by the Commission, S & N, by letter of 14 March 1997, informed the Commission that the relationship between Anheuser-Busch and S & N remained governed by the 'original agreements of which the Commission was advised' in S & N's letter of 9 February 1996, that is to say,

the 1995 Agreements, and that those agreements were still in the process of renegotiation. It was anticipated that this process would be completed within two months. Under those 'original agreements', ABET and S & N each controlled 50 % of the Stag brewing joint venture in Mortlake, south-west London, which brews and packages Budweiser beer for sale in the United Kingdom. S & N would then distribute Budweiser beer only to the United Kingdom on-trade beer market.

- (11) By letter of 3 June 1997, the Commission services made a formal request for information pursuant to Article 11(3) of Regulation No 17 addressed to Anheuser-Busch Inc. and to S & N, and notified to ABET. In the letter the Commission asked 13 questions, including the following:

'(3) Please give full details of any further changes to the agreements since the novation to S & N'

- (12) By letter of 2 July 1997, S & N and Anheuser-Busch gave a joint reply to the Commission's request for information of 3 June 1997. By this letter, the Commission was informed that the relationship between Anheuser-Busch Inc., ABET and S & N remained governed by the May 1995 agreements and that these agreements were still in the process of renegotiation, which was expected to finish in July 1997.
- (13) By the same letter, the Commission was informed, in relation to question 3 contained in the Annex to the letter of 3 June 1997, that: 'There have been no further changes in the agreements since the novation [from Courage Limited to S & N]'.
- (14) By the same letter, the Commission received 18 documents concerning the revised arrangements entered into in May 1995.
- (15) By letter of 17 December 1997 (hereinafter, the 'warning letter'), the Commission services notified Anheuser-Busch and S & N that it had reached a preliminary assessment of the notified agreements as to their compatibility with Article 85 (now Article 81) of the EC Treaty. The Commission was of the opinion that the Beer Supply Agreement of 6 May 1995 contained restrictions contrary to Article 81 of the EC Treaty. These included Article 7 (and schedule 2) of the Beer Supply Agreement concerning the marketing and positioning of the Budweiser beer in the United Kingdom.
- (16) By letter of 16 February 1998, Anheuser-Busch and S & N gave a joint reply to the warning letter. By the same letter they informed the Commission that copies of the revised arrangements (as amended in July 1997) would be sent the same day by hand to the Commission. The Commission received a folder, containing 34 documents, on 16 February 1998.
- (17) Document No 12 of this folder contained a copy of two letters dated 27 and 28 February 1997, both from Anheuser-Busch to Scottish Courage Limited.

(18) The letter of 27 February 1997 entitled 'Budweiser marketing guidelines' refers to an understanding between Anheuser-Busch and S & N regarding guidelines for the positioning and marketing of Budweiser in the United Kingdom. Attached to the letter, as schedule A, certain guidelines are set forth by Anheuser-Busch. The letter states, first, that Anheuser-Busch has communicated the Budweiser marketing guidelines, contained in schedule A, to its major brewer-wholesaler customers in the United Kingdom, and intends to 'take appropriate steps to assure compliance with the Budweiser marketing guidelines in all material respects'. Secondly, the letter states that Anheuser-Busch 'reserves the right to amend the Budweiser marketing guidelines at its sole discretion at any time and from time to time. Anheuser-Busch shall promptly communicate to Scottish Courage any amendments to the Budweiser marketing guidelines'. Thirdly, the letter states that 'Scottish Courage hereby acknowledges receipt of the Budweiser marketing guidelines and pledges to use its reasonable efforts to ensure compliance with the Budweiser marketing guidelines by its sales staff and customers'. The content of the letter was signed 'agreed and accepted' by Scottish Courage Limited.

(19) On 18 March 1998, the Commission met representatives of Anheuser-Busch and S & N to discuss the Commission's warning letter and the joint response of the parties.

(20) By letter of 23 April 1998, the Strategy Director of S & N responded to informal requests for information made by the Commission at the 18 March 1998 meeting. He also drew to the Commission's attention the Budweiser marketing guidelines (described in recitals 17, 18 and 19). He noted that:

'you may wish to consider the marketing guidelines issued by A-B after the supply agreement was executed but which form an integral part of that agreement. These should form part of the agreement pack sent to you and are also enclosed with this letter'.

(21) The Commission issued a second warning letter on 13 July 1998, the core of which concerned the marketing guidelines. After subsequent discussion with the Commission concerning the guidelines dated 27 February 1997, the parties replaced them by revised guidelines in December 1998.

III

LEGAL ASSESSMENT

Introduction

(22) Under Article 15(1)(b) of Regulation No 17, the Commission may by decision impose on undertakings fines where, whether intentionally or negligently, they supply incorrect information in response to a request made pursuant to Article 11(3).

(23) By letter of 3 June 1997, the Commission addressed to Anheuser-Busch Inc. and to S & N (and notified to ABET), a request for information pursuant to Article 11 of Regulation No 17. The purpose of the request for information was as described in the request for information:

'to enable the Commission to assess the compatibility of the notified agreements that are listed in the Annex to this letter with the EC rules of competition, in particular, Article 85 of the EC Treaty in full knowledge of the facts and their correct economic interpretation'.

(24) In the letter the Commission asked 13 questions, including the following:

'(3) Please give full details of any further changes to the agreements since the novation to S & N'.

A. The parties supplied the Commission with incorrect information

1. The Commission's assessment

(25) The reply to question 3 of the request for information was incorrect. By stating in the reply of 2 July 1997 that 'there have been no further changes in the agreements since the novation,' the parties have omitted the Budweiser marketing guidelines of 27 February 1997.

(26) These guidelines are, for Community competition law purposes, an agreement, since they have been issued and signed by Anheuser-Busch and signed 'agreed and accepted' on behalf of S & N. This view is confirmed by the extract in the letter of 23 April 1998 from Scottish Courage, 'you may wish to consider the marketing guidelines issued by A-B after the supply agreement was executed but which now form an integral part of that agreement'. The reference to the word 'Agreement' must in this context refer to the 1995 agreement, because the guidelines, having been signed in February 1997, predate the July 1997 agreement.

2. The replies of the parties

2.1. Scottish & Newcastle's arguments ⁽³⁾

(27) S & N does not contest the facts on which the Commission's legal assessment is based.

(28) S & N accepts the Commission's assessment that the parties should have made reference to the Budweiser marketing guidelines of 27 February 1997 in their response to question 3 of the Commission's request of 3 June 1997 for information under Article 11 of Regulation No 17.

⁽³⁾ S & N's reply of 27 October 1998 to the Statement of Objections and its further reply of 6 May 1999 are jointly dealt with.

- (29) S & N submits that it regarded the Budweiser marketing guidelines as part of their overall arrangement with Anheuser-Busch from the time of their introduction.

2.2. Anheuser-Busch's arguments ⁽⁴⁾

- (30) Anheuser-Busch does not contest the facts on which the Commission's legal assessment is based.
- (31) Anheuser-Busch does, however, contest the Commission's legal assessment. Anheuser-Busch submits that the answer to question 3 in the Commission's request for information was only incorrect if the Budweiser marketing guidelines are an agreement and if they represent a change relative to the 1995 Beer Supply Agreement.

The guidelines are not an agreement

- (32) Anheuser-Busch submits that the request for information was issued in the context of an existing notification, so as to enable the Commission to assess the notified agreements. The 1995 Beer Supply Agreement is part of a complex series of agreements containing binding legal obligations that set out the terms of the legal relationship between Anheuser-Busch and Courage Limited.
- (33) Amongst those agreements, the Beer Supply Agreement contains contractually binding obligations on S & N to purchase and distribute Budweiser, to promote the Budweiser brand, and to observe certain rules regarding the marketing of Budweiser. The guidelines were communicated to S & N in February 1997 completely separate from the Beer Supply Agreement.
- (34) The guidelines do not constitute a legally binding agreement but are recommendations made by Anheuser-Busch as to steps which S & N could take in positioning Budweiser so as to promote its image as a premium lager. It is precisely because they have a different status from the Beer supply agreement that they are entitled 'Recommended Budweiser positioning guidelines'. Since they are recommendations, the choice whether to adhere to the guidelines is left entirely to the discretion of S & N. The guidelines are therefore not a specific agreement with regard to the joint implementation of the marketing strategy and objectives for the Budweiser beer.
- (35) Not only are the guidelines recommendations and thus not an agreement for the purposes of Community law; they do not constitute a contract under English law either. The guidelines may be revised by Anheuser-Busch unilaterally at its sole discretion: this is inconsistent with

the notion of a bilateral agreement or understanding, where changes require the assent of both parties.

- (36) The fact that S & N signed the cover letter to the guidelines 'agreed and accepted' is not evidence that S & N accepted any obligations whatsoever. Rather, S & N was merely acknowledging that Anheuser-Busch had communicated its then current brand positioning views in order to help S & N make its decisions about how to position the Budweiser beer it sells.
- (37) Anheuser-Busch's statement that it intends to take appropriate steps to ensure compliance with the guidelines in all material respects should not be interpreted as indicating that Anheuser-Busch would seek to enforce them in individual cases. This simply meant that, at its regular meetings with S & N, Anheuser-Busch would discuss any S & N sales policy which it regarded as incompatible with the guidelines and thus threatened to devalue the Budweiser brand. However, all final decisions on how to position Budweiser remained with S & N. S & N is under no obligation to comply with the guidelines and is free to disregard them. In practice, S & N departs from the guidelines, presumably when it determines that it is in its commercial interest to do so. Indeed, on one occasion, in response to comments by Anheuser-Busch, S & N had specifically referred to the unenforceable nature of the guidelines.
- (38) The fact that the guidelines were included in the bundle of documents sent to the Commission as part of the response to the December 1997 warning letter does not imply that they are part of the 1997 agreements or that clearance or exemption was being sought for them. In their joint reply, Anheuser-Busch and S & N obviously sought to provide copies of the 1997 agreements, as the Commission was unaware of those agreements and drafted the warning letter on the basis of the 1995 agreements. Rather than merely providing a copy of the relevant contracts, for convenience and in order to be as helpful as possible to the Commission, the parties had supplied a file containing 34 documents, including the guidelines and other documents which are not part of the 1997 agreements.
- (39) The guidelines are irrelevant in competition terms. They are specifically phrased as recommendations and are non-binding. The Court of Justice, in its judgment of 28 January 1986 in Case 161/84 *Pronuptia* ⁽⁵⁾, ruled that recommendations (even on price) fall outside Article 81(1). It is noteworthy that following discussions with the Commission in late 1998, Anheuser-Busch issued slightly revised guidelines to S & N which the Commission has provisionally indicated as not falling within the scope of Article 81(1).

⁽⁴⁾ Anheuser-Busch's reply of 16 October 1998 to the Statement of Objections and its further reply of 27 April 1999 are jointly dealt with.

⁽⁵⁾ [1986] ECR 353.

The guidelines are not a change to the 1995 Beer Supply Agreement

- (40) Anheuser-Busch considers that its reply to question 3 of the Commission's request was, in itself, correct for a second reason, namely that the guidelines were not a 'change to the agreements', meaning the 1995 agreements. The cover letter to the guidelines makes it clear that they are in no way a part of or a change to the Beer Supply Agreement or the associated agreements but instead have a completely independent status. It would have been inappropriate to include them in documents which created legally binding relationships between Anheuser-Busch and S & N.
- (41) The fact that the guidelines were not incorporated in the 1997 Beer Supply Agreement, which is a full restatement of the 1995 Beer Supply Agreement incorporating all amendments to it, and indeed the fact that they were unaffected by the 1997 renegotiation, shows that they were not a change to the 1995 agreements and form no part either of those agreements or of the replacement 1997 agreements.
- (42) Further evidence is provided by Clause 20 of the Termination Agreement, which identifies those documents which Anheuser-Busch and S & N considered to be part of the agreement between them, and provides that no other document contains any obligations on either party. Since the Termination Agreement contains no reference to the guidelines, they cannot be part of the July 1997 agreements or part of the 1995 agreements or have the status of those agreements.

S & N's letter of 23 April 1998

- (43) Anheuser-Busch is not a party to this letter, which was written unilaterally by S & N without Anheuser-Busch's knowledge.
- (44) The letter is not credible, as it was part of an attack on the commercial relationship between S & N and Anheuser-Busch, in particular the 1997 Beer Supply Agreement, and thus contradicts a number of statements which S & N had made in its joint submission with Anheuser-Busch that the Beer Supply Agreement falls outside the scope of Article 81(1).
- (45) The letter contradicts S & N's letter of 14 March 1997 to the Commission stating that the relationship between Anheuser-Busch and S & N remained governed by the 'original agreements', namely the 1995 agreements, which implies that S & N did not consider the guidelines

(issued in February 1997) set out any of the terms governing its relationship with Anheuser-Busch and thus were not an agreement.

2.3. The Commission's replies

- (46) It should be noted that both parties concerned do not contest the facts on which the Commission has relied in its legal assessment.
- (47) Moreover, S & N accepts the Commission's assessment that the parties should have made reference to the Budweiser marketing guidelines of 27 February 1997 in their response to question 3 of the Commission's request for information of 3 June 1997.
- (48) However, Anheuser-Busch has put forward various arguments to contest the Commission's legal assessment. Anheuser-Busch's arguments will be dealt with below.

The guidelines are an agreement

- (49) Any reference to English law by Anheuser-Busch is irrelevant. This case concerns S & N's and Anheuser-Busch's answer to a letter sent on the basis of Article 11(3) of Regulation No 17 relating to a notification by the parties to the Commission under Community competition law. According to the case-law of the Court of Justice, in order for there to be an agreement within the meaning of Article 81(1), it is sufficient that the undertakings in question have expressed their joint intention to conduct themselves on the market in a specific way (see judgments of 15 July 1970 in Case 41/69 *ACF Chemie-farma* ⁽⁶⁾ and of 29 October 1980 in Joined Cases 209 to 215 and 218/78 *Heintz van Landewyck* ⁽⁷⁾).
- (50) The Commission cannot accept Anheuser-Busch's view that the guidelines are mere recommendations and that the choice as to whether to adhere to the guidelines is left entirely to the discretion of S & N. By signing the cover letter to the guidelines as 'agreed and accepted', S & N agreed and accepted the content of the letter as a whole and was not merely acknowledging the communication of the guidelines by Anheuser-Busch.
- (51) In fact, the last sentence of the letter states: 'if you are in agreement with the foregoing please execute the duplicate original of the correspondence and return a copy to me'.
- (52) It is clear from the letters of Anheuser-Busch to S & N dated 27 and 28 February 1997 that the only interpretation possible is that S & N:
- acknowledged the communication of the guidelines by Anheuser-Busch, and Anheuser-Busch's intention to 'take appropriate steps to assure compliance with the Budweiser marketing guidelines in all material respects';
 - assented to Anheuser-Busch's right to amend the guidelines;

⁽⁶⁾ [1970] ECR 661, at paragraph 112.

⁽⁷⁾ [1980] ECR 3125, at paragraph 86.

- (c) acknowledged receipt of the guidelines and pledged 'to use its reasonable efforts to ensure compliance with the Budweiser marketing guidelines by its sales staff and customers'.
- (53) To be sure, the guidelines may be revised by Anheuser-Busch unilaterally but as S & N pledges to use its reasonable efforts to ensure compliance, and S & N has agreed to and accepted those two elements of the letter, S & N also pledges to ensure compliance with such amended guidelines as Anheuser-Busch may wish to communicate.
- (54) Moreover, it is clear from the letter of 28 February that Anheuser-Busch did not in fact communicate the guidelines unilaterally but had asked S & N for its comments on draft guidelines: 'Scottish Courage's commitment is important to us (...). We look forward to your response to our draft'.
- (55) Anheuser-Busch, in its reply to the Statement of Objections, now claims that its intention 'to take appropriate steps to assure compliance with the guidelines in all material aspects' should not be interpreted as 'indicating that Anheuser-Busch would seek to enforce them in individual cases'.
- (56) This is wholly unconvincing. S & N has agreed and accepted Anheuser-Busch's intention and has pledged 'to use its reasonable efforts to ensure compliance (...)'. Moreover, Anheuser-Busch, in its letter of 27 February, has stressed that S & N's commitment to the guidelines is important to it. This clearly shows that the guidelines constitute an agreement between the parties.
- (57) That the guidelines are called 'recommended' guidelines is in itself not sufficient to demonstrate that the guidelines are not an agreement. Anheuser-Busch's reference to the 'Pronuptia' judgment is therefore irrelevant.
- (58) In its reply to the Statement of Objections Anheuser-Busch seems to suggest that the Commission had accepted that the guidelines did not give rise to real competition problems. This presentation distorts the real facts. The Commission was particularly concerned about the guidelines, and even issued a second warning letter drawing the parties' attention to it. It was only after the second warning letter and the following discussions with the Commission that the parties withdrew the guidelines.
- (59) In the light of the foregoing, the Commission disagrees with Anheuser-Busch, and considers the guidelines to constitute an agreement for the purposes of Community law.

The guidelines are a change to the 1995 Beer Supply Agreement

- (60) The Commission agrees with Anheuser-Busch that the request for information was issued in the context of an

existing notification and to enable the Commission to assess the notified agreements. Included in the Beer Supply Agreement, and specifically Article 7 thereof, are obligations regarding the positioning and marketing of Budweiser. As the guidelines imposed further obligations with regard to the marketing and positioning of Budweiser beer, they materially changed the relationship between Anheuser-Busch and S & N as agreed in the Beer Supply Agreement.

- (61) The question whether or not the guidelines were incorporated in the Beer Supply Agreement is wholly irrelevant in determining whether they constituted a change to that Agreement.

S & N's letter of 23 April 1998

- (62) S & N's letter clearly indicates that S & N is and was of the view that the guidelines alter the overall arrangements between the parties in so far as the marketing and positioning of Budweiser is concerned. It may also be noticed that Anheuser-Busch, in its letter of 28 February, indicated that S & N's commitment to the guidelines was important to it. It is therefore wholly unconvincing that Anheuser-Busch in its reply to the Statement of Objections now accuses S & N of misinterpreting the guidelines in S & N's letter of 23 April 1998.

B. The incorrect reply of the parties was negligent

1. The Commission's assessment

- (63) As the parties have, apart from failing to supply the Commission with the guidelines, cooperated with the Commission constructively, and as the Commission has no evidence that the guidelines were intentionally concealed from the Commission, the conclusion must be that the incorrect reply to the Commission's request under Article 11 was caused by negligence.

2. The arguments of the parties

2.1. S & N's arguments ⁽⁸⁾

- (64) S & N deeply regrets the omission from the parties' response and states that it was an oversight rather than the result of any intention to mislead the Commission.

2.2 Anheuser-Busch's arguments ⁽⁹⁾

- (65) The answer cannot be intentionally incorrect: Anheuser-Busch did not answer the request for information so as deliberately to conceal the guidelines from the Commission.

⁽⁸⁾ See footnote 3.

⁽⁹⁾ See footnote 4.

(66) Anheuser-Busch furnished the guidelines to the Commission on 16 February 1998. This was before the Commission was even aware of the existence of the guidelines. Anheuser-Busch felt confident that the guidelines raised no significant competition problems and therefore would not have been embarrassed to discuss them openly with the Commission, as indeed it did after it had first learnt that the Commission had some preliminary concerns about them when it received a warning letter in July 1998. There is therefore no reason for Anheuser-Busch to have wished to conceal the guidelines from the Commission.

(67) Negligence is essentially equivalent to reasonableness. Thus, if there is a reasonable explanation for the answer to the request for information, even if it was ultimately found to be incorrect, it cannot be negligent. Anheuser-Busch submits that it was reasonable to consider at the time of giving its answer that the guidelines are neither an agreement nor a change to the 1995 Beer Supply Agreement, for the following reasons.

- (a) They are very different in nature from the Beer Supply Agreement: one is a set of non-binding recommendations, the other is a set of binding obligations.
- (b) The Beer Supply Agreement is designed to formally regulate the details of supply relationship between Anheuser-Busch and S & N. The guidelines are issued for information purposes only.
- (c) As the Beer Supply Agreement contains binding legal obligations, it cannot be changed without another formal agreement. The guidelines were issued by Anheuser-Busch alone and can be changed unilaterally by Anheuser-Busch.
- (d) The guidelines did not change the 1995 Beer Supply Agreement, as is evidenced by the fact that they were not incorporated into the 1997 Beer Supply Agreement.

2.3. The Commission's replies

- (68) The Commission does not allege that the answer to its request for information was intentionally incorrect.
- (69) The various arguments put forward by Anheuser-Busch as proof of its submission that it was reasonable at the time of giving its answer to suppose that the guidelines were neither an agreement nor a change to the 1995 Beer Supply Agreement, have been addressed.
- (70) The Commission's conclusion as regards the nature of the guidelines is perfectly in line with the case-law of the Courts of the European Communities. As both parties should have ready access to legal advice, the Commission disagrees with Anheuser-Busch's claim that it was

reasonable not to have informed the Commission of the guidelines following its formal request for information.

C. Article 15(1)(b) of Regulation No 17

1. The Commission's assessment

- (71) By not including the guidelines in the reply to the request for information, the proper investigation of the file has been hindered: in particular, the assessment made in the warning letter issued by the Commission on 17 December 1997 could not build on the parties' specific agreement, as indicated in the guidelines, with regard to the joint implementation of the marketing strategy and objectives for Budweiser beer.
- (72) In accordance with Article 15(1)(b) of Regulation No 17, a fine is appropriate, in view of the following considerations.
 - (a) Supplying incorrect information to the Commission has a serious impact on the conduct of a case and, in particular, on the approach of the Commission outlined in the warning letter.
 - (b) Anheuser-Busch Inc. is the largest brewer in the world and S & N is the largest brewer in the United Kingdom; and both have ready access to legal advice.

2. The arguments of the parties

2.1. Scottish & Newcastle's arguments ⁽¹⁰⁾

- (73) S & N hopes that in the circumstances the Commission will feel able to deal with the matter with a degree of leniency and conclude the procedure without the imposition of a fine.

2.2. Anheuser-Busch's arguments ⁽¹¹⁾

- (74) Anheuser-Busch submits that although it does not believe that it has infringed Article 15(1)(b), the following factors should be borne in mind.
 - (a) This is not a case where the parties have tried to conceal a document from the Commission. Quite the contrary: the Commission learned of the guidelines because the parties gave them voluntarily to the Commission.
 - (b) Anheuser-Busch discussed openly and constructively with the Commission whether the guidelines might have had competition implications. Those discussions led to Anheuser-Busch's issuing slightly revised guidelines. The Commission has given its preliminary opinion that the revised guidelines fall outside the scope of Article 81(1). In all other respects as well, Anheuser-Busch has fully cooperated with the Commission.

⁽¹⁰⁾ See footnote 3.

⁽¹¹⁾ See footnote 4.

2.3. The Commission's reasoning as to the fines

- (75) According to Article 15 (1)(b) of Regulation No 17 the Commission may by decision impose on undertakings or associations of undertakings fines from EUR 100 to EUR 5 000 where, intentionally or negligently, they supply incorrect information in response to a request made pursuant to Article 11(3) of that Regulation.
- (76) The infringement which is the subject of this Decision is the negligent supply of incorrect information by Anheuser-Busch and S & N, through their failure to submit the Recommended Budweiser positioning guidelines in response to a formal request for information made pursuant to Article 11(3) of Regulation No 17.
- (77) As the Commission is dependent on the parties for a notification for the supply of correct information on the basis of which the Commission is able to assess the notified agreements, the supply of incorrect information to the Commission has a serious impact on the conduct of a case and, in particular in this case, the approach of the Commission services outlined in the warning letter.
- (78) Anheuser-Busch Inc. is the largest brewer in the world and S & N is the largest brewer in the United Kingdom and both have ready access to legal advice.
- (79) For the reasons set out in recital 72 the Commission considers the imposition of a fine to be appropriate.
- (80) However, the Commission has no evidence that the parties concealed the guidelines intentionally and the parties have, apart from the infringement, cooperated constructively and openly with the Commission.
- (81) It should also be noted that the parties supplied the Commission with the guidelines voluntarily, on 16 February 1998. The Commission had not asked for the guidelines and was, at that time, not even aware of their existence. It was thus only through the information supplied by the parties themselves that the Commission discovered the guidelines.
- (82) It follows that there was only a limited period of time during which the Commission was not in the possession of the correct information: between 2 July 1997 and 16 February 1998. The supply of incorrect information by the parties should not in this case, therefore, be regarded as a major infringement.
- (83) For these reasons, the Commission considers it appropriate to fix the amount of the fines at EUR 3 000 for Anheuser-Busch and EUR 3 000 for S & N.
- (84) Since ABET is a 100 % subsidiary of Anheuser-Busch International Inc., which in turn is a 100 % subsidiary of Anheuser-Busch Inc. and since moreover both ABET and Anheuser-Busch Inc. played a part in these proceedings, the Commission considers that both ABET and Anheuser-Busch Inc. are jointly and severally liable for the fine,

HAS ADOPTED THIS DECISION:

Article 1

Anheuser-Busch Incorporated and Scottish & Newcastle plc have infringed Article 15(1)(b) of Regulation 17 by negligently supplying incorrect information in response to a request made pursuant to Article 11.

Article 2

A fine of EUR 3 000 is hereby imposed on Anheuser-Busch Incorporated.

A fine of EUR 3 000 is hereby imposed on Scottish & Newcastle plc.

Article 3

The fines imposed under Article 2 shall be payable in euro within three months of the date of notification of this Decision to the following bank account of the European Commission: 310-0933000-43, Banque Bruxelles Lambert, Agence Européenne, Rond-Point Schuman 5, B-1040 Brussels.

After the expiry of that period, interest shall automatically be payable at the rate applied by the European Central Bank to its repo operations on the first working day of the month in which this Decision was adopted, plus 3,5 percentage points, namely 6,5 %.

Article 4

This Decision is addressed to:

Anheuser-Busch Incorporated
One Busch Place
St Louis, MO 63188
USA

Anheuser-Busch European Trade Limited
8 Devonshire Gardens
Cutler's Gardens
London EC2M 4LP
United Kingdom

Scottish & Newcastle plc
50 East Fettes Avenue
Edinburgh EH4 1RR
United Kingdom

This Decision shall be enforceable pursuant to Article 256 of the Treaty.

Done at Brussels, 14 December 1999.

For the Commission

Mario MONTI

Member of the Commission