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I

(Acts whose publication is obligatory)

**COMMISSION REGULATION (EC) No 1777/2000
of 16 August 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 17 August 2000.

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

Done at Brussels, 16 August 2000.

For the Commission
Philippe BUSQUIN
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 16 August 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	052	61,9
	999	61,9
0707 00 05	052	95,1
	999	95,1
0709 90 70	052	79,6
	999	79,6
0805 30 10	388	61,0
	524	79,6
	528	62,4
	999	67,7
0806 10 10	052	99,0
	064	92,0
	400	172,3
	508	135,1
	600	82,5
	624	121,9
	999	117,1
0808 10 20, 0808 10 50, 0808 10 90	388	83,2
	400	65,7
	508	79,7
	512	84,7
	800	161,1
	804	82,4
	999	92,8
0808 20 50	052	94,1
	388	58,5
	512	48,7
	720	116,4
	999	79,4
0809 30 10, 0809 30 90	052	118,6
	999	118,6
0809 40 05	064	51,5
	066	49,1
	999	50,3

⁽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 1778/2000
of 16 August 2000
establishing unit values for the determination of the customs value of certain perishable goods

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EEC) No 2913/92 of 12 October 1992 establishing the Community Customs Code ⁽¹⁾, as last amended by Regulation (EC) No 955/1999 of the European Parliament and of the Council ⁽²⁾,

Having regard to Commission Regulation (EEC) No 2454/93 of 2 July 1993 laying down provisions for the implementation of Council Regulation (EEC) No 2913/92 establishing the Community Customs Code ⁽³⁾, as last amended by Regulation (EC) No 1602/2000 ⁽⁴⁾, and in particular Article 173 (1) thereof,

Whereas:

- (1) Articles 173 to 177 of Regulation (EEC) No 2454/93 provide that the Commission shall periodically establish

unit values for the products referred to in the classification in Annex 26 to that Regulation.

- (2) The result of applying the rules and criteria laid down in the abovementioned Articles to the elements communicated to the Commission in accordance with Article 173 (2) of Regulation (EEC) No 2454/93 is that unit values set out in the Annex to this Regulation should be established in regard to the products in question,

HAS ADOPTED THIS REGULATION:

Article 1

The unit values provided for in Article 173 (1) of Regulation (EEC) No 2454/93 are hereby established as set out in the table in the Annex hereto.

Article 2

This Regulation shall enter into force on 18 August 2000.

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

Done at Brussels, 16 August 2000.

For the Commission

Erkki LIIKANEN

Member of the Commission

⁽¹⁾ OJ L 302, 19.10.1992, p. 1.

⁽²⁾ OJ L 119, 7.5.1999, p. 1.

⁽³⁾ OJ L 253, 11.10.1993, p. 1.

⁽⁴⁾ OJ L 188, 26.7.2000, p. 1.

ANNEX

Code	Description	Amount of unit values per 100 kg						
	Species, varieties, CN code	a) b) c)	EUR FIM SEK	ATS FRF BEF/LUF	DEM IEP GBP	DKK ITL	GRD NLG	ESP PTE
1.10	New potatoes 0701 90 50	a) b) c)	— — —	— — —	— — —	— — —	— — —	— — —
1.30	Onions (other than seed) 0703 10 19	a) b) c)	43,84 260,65 366,61	603,22 287,56 1 768,41	85,74 34,52 26,57	327,05 84 881,62	14 777,69 96,61	7 293,98 8 788,67
1.40	Garlic 0703 20 00	a) b) c)	69,68 414,31 582,75	958,85 457,09 2 810,98	136,29 54,88 42,23	519,86 134 923,75	23 489,90 153,56	11 594,16 13 970,05
1.50	Leeks ex 0703 90 00	a) b) c)	45,99 273,44 384,61	632,84 301,67 1 855,23	89,95 36,22 27,87	343,10 89 049,06	15 503,23 101,35	7 652,09 9 220,17
1.60	Cauliflowers 0704 10 00	a) b) c)	55,28 328,68 462,31	760,67 362,61 2 229,99	108,12 43,54 33,51	412,41 107 037,01	18 634,89 121,82	9 197,82 11 082,64
1.80	White cabbages and red cabbages 0704 90 10	a) b) c)	29,53 175,58 246,96	406,34 193,70 1 191,24	57,76 23,26 17,90	220,31 57 178,05	9 954,56 65,08	4 913,38 5 920,23
1.90	Sprouting broccoli or calabrese (<i>Brassica oleracea</i> <i>L. convar. botrytis</i> (L.) Alef var. <i>italica</i> Plenck) ex 0704 90 90	a) b) c)	74,29 441,71 621,29	1 022,25 487,31 2 996,85	145,30 58,51 45,03	554,23 143 845,50	25 043,16 163,71	12 360,82 14 893,81
1.100	Chinese cabbage ex 0704 90 90	a) b) c)	84,62 503,13 707,68	1 164,40 555,07 3 413,56	165,50 66,64 51,29	631,30 163 847,17	28 525,40 186,48	14 079,58 16 964,79
1.110	Cabbage lettuce (head lettuce) 0705 11 10	a) b) c)	152,67 907,73 1 276,78	2 100,79 1 001,45 6 158,69	298,60 120,24 92,53	1 138,98 295 610,34	51 465,06 336,44	25 402,15 30 607,59
1.130	Carrots ex 0706 10 00	a) b) c)	20,46 121,65 171,11	281,54 134,21 825,35	40,02 16,11 12,40	152,64 39 616,08	6 897,07 45,09	3 404,26 4 101,86
1.140	Radishes ex 0706 90 90	a) b) c)	129,01 767,06 1 078,91	1 775,22 846,25 5 204,25	252,32 101,60 78,19	962,47 249 798,19	43 489,27 284,30	21 465,46 25 864,18
1.160	Peas (<i>Pisum sativum</i>) 0708 10 00	a) b) c)	382,51 2 274,31 3 198,95	5 263,48 2 509,11 15 430,48	748,13 301,25 231,84	2 853,69 740 645,93	128 944,69 842,94	63 644,59 76 686,71

Code	Description	Amount of unit values per 100 kg						
	Species, varieties, CN code	a) b) c)	EUR FIM SEK	ATS FRF BEF/LUF	DEM IEP GBP	DKK ITL	GRD NLG	ESP PTE
1.170	Beans:							
1.170.1	Beans (<i>Vigna</i> spp., <i>Phaseolus</i> spp.) ex 0708 20 00	a) b) c)	299,11 1 778,43 2 501,46	4 115,84 1 962,03 12 066,07	585,01 235,57 181,29	2 231,48 579 157,72	100 829,98 659,15	49 767,72 59 966,17
1.170.2	Beans (<i>Phaseolus</i> spp., <i>vulgaris</i> var. <i>Compressus</i> Savi) ex 0708 20 00	a) b) c)	185,31 1 101,82 1 549,77	2 549,96 1 215,57 7 475,49	362,44 145,95 112,32	1 382,51 358 815,23	62 468,88 408,38	30 833,42 37 151,84
1.180	Broad beans ex 0708 90 00	a) b) c)	157,74 937,88 1 319,18	2 170,55 1 034,71 6 363,22	308,51 124,23 95,61	1 176,80 305 427,23	53 174,15 347,61	26 245,73 31 624,03
1.190	Globe artichokes 0709 10 00	a) b) c)	141,89 843,64 1 186,63	1 952,45 930,74 5 723,83	277,51 111,75 86,00	1 058,56 274 737,35	47 831,12 312,68	23 608,51 28 446,39
1.200	Asparagus:							
1.200.1	— green ex 0709 20 00	a) b) c)	504,27 2 998,27 4 217,24	6 938,95 3 307,82 20 342,33	986,27 397,15 305,64	3 762,08 976 409,07	169 990,50 1 111,27	83 904,00 101 097,70
1.200.2	— other ex 0709 20 00	a) b) c)	236,74 1 407,59 1 979,86	3 257,61 1 552,91 9 550,07	463,02 186,45 143,49	1 766,18 458 392,56	79 805,05 521,71	39 390,22 47 462,11
1.210	Aubergines (eggplants) 0709 30 00	a) b) c)	93,45 555,63 781,53	1 285,91 613,00 3 769,79	182,77 73,60 56,64	697,18 180 945,79	31 502,23 205,94	15 548,89 18 735,18
1.220	Ribbed celery (<i>Apium graveolens</i> L., var. <i>dulce</i> (Mill.) Pers.) ex 0709 40 00	a) b) c)	74,07 440,40 619,45	1 019,23 485,87 2 987,98	144,87 58,33 44,89	552,59 143 419,52	24 969,00 163,23	12 324,21 14 849,70
1.230	Chantarelles 0709 51 30	a) b) c)	488,98 2 907,35 4 089,36	6 728,54 3 207,51 19 725,48	956,37 385,10 296,37	3 648,00 946 801,18	164 835,83 1 077,57	81 359,76 98 032,09
1.240	Sweet peppers 0709 60 10	a) b) c)	78,96 469,47 660,34	1 086,50 517,94 3 185,21	154,43 62,19 47,86	589,07 152 886,33	26 617,15 174,00	13 137,71 15 829,90
1.270	Sweet potatoes, whole, fresh (intended for human consumption) 0714 20 10	a) b) c)	65,39 388,79 546,85	899,77 428,92 2 637,79	127,89 51,50 39,63	487,83 126 610,95	22 042,67 144,10	10 879,83 13 109,34
2.10	Chestnuts (<i>Castanea</i> spp.), fresh ex 0802 40 00	a) b) c)	176,48 1 049,30 1 475,90	2 428,42 1 157,63 7 119,19	345,16 138,99 106,96	1 316,61 341 712,93	59 491,41 388,91	29 363,80 35 381,06
2.30	Pineapples, fresh ex 0804 30 00	a) b) c)	61,33 364,65 512,90	843,92 402,30 2 474,04	119,95 48,30 37,17	457,55 118 751,25	20 674,31 135,15	10 204,44 12 295,54

Code	Description	Amount of unit values per 100 kg						
	Species, varieties, CN code	a) b) c)	EUR FIM SEK	ATS FRF BEF/LUF	DEM IEP GBP	DKK ITL	GRD NLG	ESP PTE
2.40	Avocados, fresh ex 0804 40 00	a) b) c)	108,81 646,93 909,94	1 497,19 713,71 4 389,19	212,80 85,69 65,95	811,73 210 676,05	36 678,20 239,77	18 103,65 21 813,46
2.50	Guavas and mangoes, fresh ex 0804 50 00	a) b) c)	134,75 801,16 1 126,87	1 854,14 883,87 5 435,61	263,54 106,12 81,67	1 005,25 260 903,28	45 422,64 296,94	22 419,73 27 014,01
2.60	Sweet oranges, fresh:							
2.60.1	— Sanguines and semi-sanguines 0805 10 10	a) b) c)	47,17 280,46 394,48	649,07 309,41 1 902,83	92,26 37,15 28,59	351,91 91 333,86	15 901,01 103,95	7 848,43 9 456,74
2.60.2	— Navels, navelines, navelates, salustianas, vernas, Valencia lates, Maltese, shamoutis, ovalis, trovita and hamlins 0805 10 30	a) b) c)	40,13 238,62 335,63	552,24 263,25 1 618,95	78,49 31,61 24,32	299,41 77 707,74	13 528,73 88,44	6 677,52 8 045,88
2.60.3	— Others 0805 10 50	a) b) c)	31,77 188,89 265,69	437,15 208,39 1 281,57	62,14 25,02 19,26	237,01 61 513,75	10 709,40 70,01	5 285,95 6 369,15
2.70	Mandarins (including tangerines and satsumas), fresh; clementines, wilkings and similar citrus hybrids, fresh:							
2.70.1	— Clementines ex 0805 20 10	a) b) c)	80,14 476,47 670,18	1 102,70 525,66 3 232,69	156,73 63,11 48,57	597,85 155 165,51	27 013,95 176,60	13 333,56 16 065,89
2.70.2	— Monreales and satsumas ex 0805 20 30	a) b) c)	51,11 303,89 427,43	703,29 335,26 2 061,77	99,96 40,25 30,98	381,30 98 962,76	17 229,18 112,63	8 503,99 10 246,64
2.70.3	— Mandarines and wilkings ex 0805 20 50	a) b) c)	69,81 415,05 583,80	960,57 457,90 2 816,01	136,53 54,98 42,31	520,79 135 165,20	23 531,94 153,83	11 614,91 13 995,05
2.70.4	— Tangerines and others ex 0805 20 70 ex 0805 20 90	a) b) c)	112,53 669,06 941,06	1 548,41 738,13 4 539,33	220,08 88,62 68,20	839,50 217 882,85	37 932,89 247,98	18 722,93 22 559,66
2.85	Limes (<i>Citrus aurantifolia</i> , <i>Citrus latifolia</i>), fresh ex 0805 30 90 ex 0805 90 00	a) b) c)	170,57 1 014,14 1 426,44	2 347,03 1 118,84 6 880,59	333,60 134,33 103,38	1 272,49 330 260,47	57 497,56 375,88	28 379,68 34 195,27
2.90	Grapefruit, fresh:							
2.90.1	— white ex 0805 40 00	a) b) c)	34,05 202,48 284,80	468,60 223,38 1 373,76	66,61 26,82 20,64	254,06 65 939,09	11 479,84 75,05	5 666,23 6 827,35
2.90.2	— pink ex 0805 40 00	a) b) c)	45,56 270,91 381,05	626,97 298,88 1 838,02	89,11 35,88 27,62	339,92 88 223,04	15 359,42 100,41	7 581,11 9 134,64
2.100	Table grapes 0806 10 10	a) b) c)	— — —	— — —	— — —	— — —	— — —	— — —

Code	Description	Amount of unit values per 100 kg						
	Species, varieties, CN code	a) b) c)	EUR FIM SEK	ATS FRF BEF/LUF	DEM IEP GBP	DKK ITL	GRD NLG	ESP PTE
2.110	Water melons 0807 11 00	a) b) c)	18,09 107,55 151,28	248,91 118,66 729,71	35,38 14,25 10,96	134,95 35 025,19	6 097,80 39,86	3 009,76 3 626,52
2.120	Melons (other than water melons):							
2.120.1	— Amarillo, cuper, honey dew (including cantalene), onteniente, piel de sapo (including verde liso), rochet, tendral, futuro ex 0807 19 00	a) b) c)	94,59 562,41 791,06	1 301,59 620,47 3 815,75	185,00 74,50 57,33	705,68 183 151,78	31 886,29 208,45	15 738,45 18 963,59
2.120.2	— other ex 0807 19 00	a) b) c)	62,54 371,85 523,03	860,59 410,25 2 522,92	122,32 49,26 37,91	466,58 121 097,23	21 082,74 137,82	10 406,03 12 538,45
2.140	Pears							
2.140.1	Pears — nashi (<i>Pyrus pyrifolia</i>), Pears — Ya (<i>Pyrus bretschneideri</i>) ex 0808 20 50	a) b) c)	— — —	— — —	— — —	— — —	— — —	— — —
2.140.2	Other ex 0808 20 50	a) b) c)	— — —	— — —	— — —	— — —	— — —	— — —
2.150	Apricots 0809 10 00	a) b) c)	145,90 867,48 1 220,16	2 007,63 957,04 5 885,59	285,36 114,91 88,43	1 088,47 282 501,79	49 182,89 321,52	24 275,72 29 250,32
2.160	Cherries 0809 20 95 0809 20 05	a) b) c)	555,98 3 305,72 4 649,68	7 650,48 3 647,00 22 428,25	1 087,41 437,87 336,98	4 147,85 1 076 531,07	187 421,50 1 225,22	92 507,60 111 464,36
2.170	Peaches 0809 30 90	a) b) c)	— — —	— — —	— — —	— — —	— — —	— — —
2.180	Nectarines ex 0809 30 10	a) b) c)	— — —	— — —	— — —	— — —	— — —	— — —
2.190	Plums 0809 40 05	a) b) c)	— — —	— — —	— — —	— — —	— — —	— — —
2.200	Strawberries 0810 10 00	a) b) c)	394,59 2 346,13 3 299,96	5 429,68 2 588,34 15 917,72	771,75 310,76 239,16	2 943,80 764 032,78	133 016,29 869,56	65 654,25 79 108,19
2.205	Raspberries 0810 20 10	a) b) c)	462,37 2 749,13 3 866,80	6 362,35 3 032,95 18 651,96	904,32 364,15 280,24	3 449,47 895 273,16	155 864,93 1 018,93	76 931,89 92 696,86
2.210	Fruit of the species <i>Vaccinium myrtillus</i> 0810 40 30	a) b) c)	1 822,37 10 835,32 15 240,48	25 076,36 11 953,96 73 514,22	3 564,25 1 435,23 1 104,54	13 595,61 3 528 600,36	614 320,93 4 015,97	303 216,85 365 352,38
2.220	Kiwi fruit (<i>Actinidia chinensis</i> Planch.) 0810 50 00	a) b) c)	138,03 820,67 1 154,32	1 899,29 905,40 5 567,98	269,96 108,70 83,66	1 029,73 267 256,96	46 528,80 304,17	22 965,71 27 671,87

Code	Description	Amount of unit values per 100 kg						
	Species, varieties, CN code	a) b) c)	EUR FIM SEK	ATS FRF BEF/LUF	DEM IEP GBP	DKK ITL	GRD NLG	ESP PTE
2.230	Pomegranates ex 0810 90 85	a) b) c)	347,17 2 064,18 2 903,38	4 777,16 2 277,29 14 004,80	679,01 273,42 210,42	2 590,03 672 214,86	117 031,01 765,06	57 764,23 69 601,34
2.240	Khakis (including sharon fruit) ex 0810 90 85	a) b) c)	294,45 1 750,73 2 462,50	4 051,74 1 931,47 11 878,14	575,90 231,90 178,47	2 196,72 570 137,22	99 259,53 648,89	48 992,57 59 032,19
2.250	Lychees ex 0810 90 30	a) b) c)	367,64 2 185,87 3 074,54	5 058,78 2 411,54 14 830,41	719,03 289,54 222,82	2 742,71 711 842,94	123 930,16 810,16	61 169,52 73 704,44

COMMISSION REGULATION (EC) No 1779/2000
of 16 August 2000
fixing the export refunds on white sugar and raw sugar exported in its unaltered state

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 2038/1999 of 13 September 1999 on the common organisation of the markets in the sugar sector ⁽¹⁾, as amended by Commission Regulation (EC) No 1527/2000 ⁽²⁾, and in particular point (a) of the second subparagraph of Article 18(5) thereof,

Whereas:

- (1) Article 18 of Regulation (EC) No 2038/1999 provides that the difference between quotations or prices on the world market for the products listed in Article 1(1)(a) of that Regulation and prices for those products within the Community may be covered by an export refund.
- (2) Regulation (EC) No 2038/1999 provides that when refunds on white and raw sugar, undenatured and exported in its unaltered state, are being fixed account must be taken of the situation on the Community and world markets in sugar and in particular of the price and cost factors set out in Article 19 of that Regulation; whereas the same Article provides that the economic aspect of the proposed exports should also be taken into account.
- (3) The refund on raw sugar must be fixed in respect of the standard quality; the latter is defined in Article 1 of Council Regulation (EC) No 431/68 of 9 April 1968 determining the standard quality for raw sugar and fixing the Community frontier crossing point for calculating cif prices for sugar ⁽³⁾, as amended by Regulation (EC) No 3290/94 ⁽⁴⁾; furthermore, this refund should be fixed in accordance with Article 19(4) of Regulation (EC) No 2038/1999; candy sugar is defined in Commission Regulation (EC) No 2135/95 of 7 September 1995

laying down detailed rules of application for the grant of export refunds in the sugar sector ⁽⁵⁾; the refund thus calculated for sugar containing added flavouring or colouring matter must apply to their sucrose content and, accordingly, be fixed per 1 % of the said content.

- (4) The world market situation or the specific requirements of certain markets may make it necessary to vary the refund for sugar according to destination.
- (5) In special cases, the amount of the refund may be fixed by other legal instruments.
- (6) The refund must be fixed every two weeks; whereas it may be altered in the intervening period.
- (7) It follows from applying the rules set out above to the present situation on the market in sugar and in particular to quotations or prices for sugar within the Community and on the world market that the refund should be as set out in the Annex hereto.
- (8) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for Sugar,

HAS ADOPTED THIS REGULATION:

Article 1

The export refunds on the products listed in Article 1(1)(a) of Regulation (EC) No 2038/1999, undenatured and exported in the natural state, are hereby fixed to the amounts shown in the Annex hereto.

Article 2

This Regulation shall enter into force on 17 August 2000.

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

Done at Brussels, 16 August 2000.

For the Commission

Philippe BUSQUIN

Member of the Commission

⁽¹⁾ OJ L 252, 25.9.1999, p. 1.

⁽²⁾ OJ L 175, 14.7.2000, p. 59.

⁽³⁾ OJ L 89, 10.4.1968, p. 3.

⁽⁴⁾ OJ L 349, 31.12.1994, p. 105.

⁽⁵⁾ OJ L 214, 8.9.1995, p. 16.

ANNEX

**to the Commission Regulation of 16 August 2000 fixing the export refunds on white sugar and raw sugar
exported in its unaltered state**

Product code	Amount of refund
	— EUR/100 kg —
1701 11 90 9100	33,34 ⁽¹⁾
1701 11 90 9910	30,92 ⁽¹⁾
1701 11 90 9950	⁽²⁾
1701 12 90 9100	33,34 ⁽¹⁾
1701 12 90 9910	30,92 ⁽¹⁾
1701 12 90 9950	⁽²⁾
	— EUR/1 % of sucrose × 100 kg —
1701 91 00 9000	0,3624
	— EUR/100 kg —
1701 99 10 9100	36,24
1701 99 10 9910	37,30
1701 99 10 9950	37,30
	— EUR/1 % of sucrose × 100 kg —
1701 99 90 9100	0,3624

⁽¹⁾ Applicable to raw sugar with a yield of 92 %; if the yield is other than 92 %, the refund applicable is calculated in accordance with the provisions of Article 19 (4) of Regulation (EC) No 2038/1999.

⁽²⁾ Fixing suspended by Commission Regulation (EEC) No 2689/85 (OJ L 255, 26.9.1985, p. 12), as amended by Regulation (EEC) No 3251/85 (OJ L 309, 21.11.1985, p. 14).

COMMISSION REGULATION (EC) No 1780/2000**of 16 August 2000****fixing the maximum export refund for white sugar for the third partial invitation to tender issued within the framework of the standing invitation to tender provided for in Regulation (EC) No 1531/2000**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 2038/1999 of 13 September 1999 on the common organisation of the markets in the sugar sector ⁽¹⁾, as amended by Commission Regulation (EC) No 1527/2000 ⁽²⁾, and in particular the second subparagraph of Article 18(5) thereof,

Whereas:

- (1) Commission Regulation (EC) No 1531/2000 of 13 July 2000 on a standing invitation to tender to determine levies and/or refunds on exports of white sugar ⁽³⁾, requires partial invitations to tender to be issued for the export of this sugar.
- (2) Pursuant to Article 9(1) of Regulation (EC) No 1531/2000 a maximum export refund shall be fixed, as the case may be, account being taken in particular of the state and foreseeable development of the Community

and world markets in sugar, for the partial invitation to tender in question.

- (3) Following an examination of the tenders submitted in response to the third partial invitation to tender, the provisions set out in Article 1 should be adopted.
- (4) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for Sugar,

HAS ADOPTED THIS REGULATION:

Article 1

For the third partial invitation to tender for white sugar issued pursuant to Regulation (EC) No 1531/2000 the maximum amount of the export refund is fixed at 40,320 EUR/100 kg.

Article 2

This Regulation shall enter into force on 17 August 2000.

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

Done at Brussels, 16 August 2000.

For the Commission

Philippe BUSQUIN

Member of the Commission

⁽¹⁾ OJ L 252, 25.9.1999, p. 1.

⁽²⁾ OJ L 175, 14.7.2000, p. 59.

⁽³⁾ OJ L 175, 14.7.2000, p. 69.

COMMISSION REGULATION (EC) No 1781/2000
of 16 August 2000
fixing the import duties in the rice sector

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 3072/95 of 22 December 1995 on the common organisation of the market in rice ⁽¹⁾, as last amended by Regulation (EC) No 1667/2000 ⁽²⁾,

Having regard to Commission Regulation (EC) No 1503/96 of 29 July 1996 laying down detailed rules for the application of Council Regulation (EC) No 3072/95 as regards import duties in the rice sector ⁽³⁾, as last amended by Regulation (EC) No 2831/98 ⁽⁴⁾, and in particular Article 4(1) thereof,

Whereas:

- (1) Article 11 of Regulation (EC) No 3072/95 provides that the rates of duty in the Common Customs Tariff are to be charged on import of the products referred to in Article 1 of that Regulation; whereas, however, in the case of the products referred to in paragraph 2 of that Article, the import duty is to be equal to the intervention price valid for such products on importation and increased by a certain percentage according to whether it is husked or milled rice, minus the cif import price provided that duty does not exceed the rate of the Common Customs Tariff duties.
- (2) Pursuant to Article 12(3) of Regulation (EC) No 3072/95, the cif import prices are calculated on the basis of the representative prices for the product in question on the world market or on the Community import market for the product.

- (3) Regulation (EC) No 1503/96 lays down detailed rules for the application of Regulation (EC) No 3072/95 as regards import duties in the rice sector.
- (4) The import duties are applicable until new duties are fixed and enter into force; whereas they also remain in force in cases where no quotation is available from the source referred to in Article 5 of Regulation (EC) No 1503/96 during the two weeks preceding the next periodical fixing.
- (5) In order to allow the import duty system to function normally, the market rates recorded during a reference period should be used for calculating the duties.
- (6) Application of Regulation (EC) No 1503/96 results in import duties being fixed as set out in the Annexes to this Regulation,

HAS ADOPTED THIS REGULATION:

Article 1

The import duties in the rice sector referred to in Article 11(1) and (2) of Regulation (EC) No 3072/95 shall be those fixed in Annex I to this Regulation on the basis of the information given in Annex II.

Article 2

This Regulation shall enter into force on 17 August 2000.

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

Done at Brussels, 16 August 2000.

For the Commission

Philippe BUSQUIN

Member of the Commission

⁽¹⁾ OJ L 329, 30.12.1995, p. 18.

⁽²⁾ OJ L 193, 29.7.2000, p. 3.

⁽³⁾ OJ L 189, 30.7.1996, p. 71.

⁽⁴⁾ OJ L 351, 29.12.1998, p. 25.

ANNEX I

Import duties on rice and broken rice

(EUR/t)

CN code	Duties ⁽⁷⁾				
	Third countries (except ACP and Bangladesh) ⁽⁷⁾	ACP ⁽¹⁾ ⁽²⁾ ⁽³⁾	Bangladesh ⁽⁴⁾	Basmati India and Pakistan ⁽⁶⁾	Egypt ⁽⁸⁾
1006 10 21	(7)	69,51	101,16		158,25
1006 10 23	(7)	69,51	101,16		158,25
1006 10 25	(7)	69,51	101,16		158,25
1006 10 27	(7)	69,51	101,16		158,25
1006 10 92	(7)	69,51	101,16		158,25
1006 10 94	(7)	69,51	101,16		158,25
1006 10 96	(7)	69,51	101,16		158,25
1006 10 98	(7)	69,51	101,16		158,25
1006 20 11	159,18	51,37	75,25		119,39
1006 20 13	159,18	51,37	75,25		119,39
1006 20 15	159,18	51,37	75,25		119,39
1006 20 17	230,80	76,44	111,06	0,00	173,10
1006 20 92	159,18	51,37	75,25		119,39
1006 20 94	159,18	51,37	75,25		119,39
1006 20 96	159,18	51,37	75,25		119,39
1006 20 98	230,80	76,44	111,06	0,00	173,10
1006 30 21	(7)	133,21	193,09		312,00
1006 30 23	(7)	133,21	193,09		312,00
1006 30 25	(7)	133,21	193,09		312,00
1006 30 27	(7)	133,21	193,09		312,00
1006 30 42	(7)	133,21	193,09		312,00
1006 30 44	(7)	133,21	193,09		312,00
1006 30 46	(7)	133,21	193,09		312,00
1006 30 48	(7)	133,21	193,09		312,00
1006 30 61	(7)	133,21	193,09		312,00
1006 30 63	(7)	133,21	193,09		312,00
1006 30 65	(7)	133,21	193,09		312,00
1006 30 67	(7)	133,21	193,09		312,00
1006 30 92	(7)	133,21	193,09		312,00
1006 30 94	(7)	133,21	193,09		312,00
1006 30 96	(7)	133,21	193,09		312,00
1006 30 98	(7)	133,21	193,09		312,00
1006 40 00	(7)	41,18	(7)		96,00

⁽¹⁾ The duty on imports of rice originating in the ACP States is applicable, under the arrangements laid down in Council Regulation (EC) No 1706/98 (OJ L 215, 1.8.1998, p. 12) and amended Commission Regulation (EC) No 2603/97 (OJ L 351, 23.12.1997, p. 22).

⁽²⁾ In accordance with Regulation (EC) No 1706/98, the duties are not applied to products originating in the African, Caribbean and Pacific States and imported directly into the overseas department of Réunion.

⁽³⁾ The import levy on rice entering the overseas department of Réunion is specified in Article 11(3) of Regulation (EC) No 3072/95.

⁽⁴⁾ The duty on imports of rice not including broken rice (CN code 1006 40 00), originating in Bangladesh is applicable under the arrangements laid down in Council Regulation (EEC) No 3491/90 (OJ L 337, 4.12.1990, p. 1) and amended Commission Regulation (EEC) No 862/91 (OJ L 88, 9.4.1991, p. 7).

⁽⁵⁾ No import duty applies to products originating in the OCT pursuant to Article 101(1) of amended Council Decision 91/482/EEC (OJ L 263, 19.9.1991, p. 1).

⁽⁶⁾ For husked rice of the Basmati variety originating in India and Pakistan, a reduction of EUR/t 250 applies (Article 4a of amended Regulation (EC) No 1503/96).

⁽⁷⁾ Duties fixed in the Common Customs Tariff.

⁽⁸⁾ The duty on imports of rice originating in and coming from Egypt is applicable under the arrangements laid down in Council Regulation (EC) No 2184/96 (OJ L 292, 15.11.1996, p. 1) and Commission Regulation (EC) No 196/97 (OJ L 31, 1.2.1997, p. 53).

ANNEX II

Calculation of import duties for rice

	Paddy	Indica rice		Japonica rice		Broken rice
		Husked	Milled	Husked	Milled	
1. Import duty (EUR/tonne)	(¹)	230,80	416,00	159,18	416,00	(¹)
2. Elements of calculation:						
(a) Arag cif price (EUR/tonne)	—	320,63	270,72	416,76	329,09	—
(b) fob price (EUR/tonne)	—	—	—	383,86	296,19	—
(c) Sea freight (EUR/tonne)	—	—	—	32,90	32,90	—
(d) Source	—	USDA	USDA	Operators	Operators	—

(¹) Duties fixed in the Common Customs Tariff.

COMMISSION REGULATION (EC) No 1782/2000**of 16 August 2000****fixing the representative prices and the additional import duties for molasses in the sugar sector**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 2038/1999 of 13 September 1999 on the common organisation of the market in sugar ⁽¹⁾, as amended by Commission Regulation 1527/2000 ⁽²⁾,

Having regard to Commission Regulation (EC) No 1422/95 of 23 June 1995 laying down detailed rules of application for imports of molasses in the sugar sector and amending Regulation (EEC) No 785/68 ⁽³⁾, and in particular Articles 1(2) and 3(1) thereof,

Whereas:

- (1) Regulation (EC) No 1422/95 stipulates that the cif import price for molasses, hereinafter referred to as the 'representative price', should be set in accordance with Commission Regulation (EEC) No 785/68 ⁽⁴⁾. That price should be fixed for the standard quality defined in Article 1 of the above Regulation.
- (2) The representative price for molasses is calculated at the frontier crossing point into the Community, in this case Amsterdam; that price must be based on the most favourable purchasing opportunities on the world market established on the basis of the quotations or prices on that market adjusted for any deviations from the standard quality. The standard quality for molasses is defined in Regulation (EEC) No 785/68.
- (3) When the most favourable purchasing opportunities on the world market are being established, account must be taken of all available information on offers on the world market, on the prices recorded on important third-country markets and on sales concluded in international trade of which the Commission is aware, either directly or through the Member States. Under Article 7 of Regulation (EEC) No 785/68, the Commission may for this purpose take an average of several prices as a basis, provided that this average is representative of actual market trends.
- (4) The information must be disregarded if the goods concerned are not of sound and fair marketable quality or if the price quoted in the offer relates only to a small

quantity that is not representative of the market. Offer prices which can be regarded as not representative of actual market trends must also be disregarded.

- (5) If information on molasses of the standard quality is to be comparable, prices must, depending on the quality of the molasses offered, be increased or reduced in the light of the results achieved by applying Article 6 of Regulation (EEC) No 785/68.
- (6) A representative price may be left unchanged by way of exception for a limited period if the offer price which served as a basis for the previous calculation of the representative price is not available to the Commission and if the offer prices which are available and which appear not to be sufficiently representative of actual market trends would entail sudden and considerable changes in the representative price.
- (7) Where there is a difference between the trigger price for the product in question and the representative price, additional import duties should be fixed under the conditions set out in Article 3 of Regulation (EC) No 1422/95. Should the import duties be suspended pursuant to Article 5 of Regulation (EC) No 1422/95, specific amounts for these duties should be fixed.
- (8) Application of these provisions will have the effect of fixing the representative prices and the additional import duties for the products in question as set out in the Annex to this Regulation.
- (9) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for Sugar,

HAS ADOPTED THIS REGULATION:

Article 1

The representative prices and the additional duties applying to imports of the products referred to in Article 1 of Regulation (EC) No 1422/95 are fixed in the Annex hereto.

Article 2

This Regulation shall enter into force on 17 August 2000.

⁽¹⁾ OJ L 252, 25.9.1999, p. 1.

⁽²⁾ OJ L 175, 14.7.2000, p. 59.

⁽³⁾ OJ L 141, 24.6.1995, p. 12.

⁽⁴⁾ OJ L 145, 27.6.1968, p. 12.

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

Done at Brussels, 16 August 2000.

For the Commission
Philippe BUSQUIN
Member of the Commission

ANNEX

fixing the representative prices and additional import duties to imports of molasses in the sugar sector

(in EUR)

CN code	Amount of the representative price in 100 kg net of the product in question	Amount of the additional duty in 100 kg net of the product in question	Amount of the duty to be applied to imports in 100 kg net of the product in question because of suspension as referred to in Article 5 of Regulation (EC) No 1422/95 ⁽²⁾
1703 10 00 ⁽¹⁾	8,76	—	0
1703 90 00 ⁽¹⁾	9,40	—	0

⁽¹⁾ For the standard quality as defined in Article 1 of amended Regulation (EEC) No 785/68.

⁽²⁾ This amount replaces, in accordance with Article 5 of Regulation (EC) No 1422/95, the rate of the Common Customs Tariff duty fixed for these products.

II

(Acts whose publication is not obligatory)

COMMISSION

COMMISSION DECISION

of 22 December 1999

on State aid which Italy plans to grant to Fiat Auto SpA for its Mirafiori Meccanica plant (Turin)

(notified under document number C(1999) 5211)

(Only the Italian text is authentic)

(Text with EEA relevance)

(2000/514/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community, and in particular the first subparagraph of Article 88(2) thereof,

Having regard to the Agreement on the European Economic Area, and in particular Article 62(1)(a) thereof,

Having invited the parties concerned to submit their comments in accordance with the abovementioned provisions ⁽¹⁾,

Whereas:

partial replies to the questions raised by the Commission.

I. Procedure

(1) Between October and December 1997 the Italian Government notified the Commission, pursuant to Article 88(3) of the EC Treaty, of six planned measures under which it proposed to grant State aid to Fiat Auto SpA ('Fiat'), one of which (registered under N 838/97) concerned the Mirafiori Meccanica plant in Turin, Piedmont ('Fiat Mirafiori'), for investments at the Mirafiori engine works. Requests for further information and a number of reminders were sent to the Italian authorities to elicit the data required for a Commission decision. On 23 April 1998 a meeting was held with representatives of the Italian authorities to discuss the methods by which the cases would be examined. Finally, in a letter of 20 November 1998, the Italian authorities supplied

(2) By letter of 2 March 1999 the Commission informed Italy that it had decided on 3 February 1999 to initiate the procedure laid down in Article 88(2) of the EC Treaty in respect of the proposed aid measures, and formally required the Italian Government to supply, within one month, all the documents, information and data required to assess the compatibility of the aid with the common market. If Italy failed to supply those items, the Commission would reach a decision on the basis of the information in its possession.

(3) The decision to initiate the procedure was published in the *Official Journal of the European Communities* ⁽²⁾, and interested parties were invited by the Commission to submit comments. The Commission has not received any comments from interested parties.

(4) Representatives of the Commission went to Mirafiori on 24 February 1999 to discuss the case among other matters.

(5) After having requested, on 9 April 1999, an extension of the deadline for reply, the Italian authorities sent the Commission, by letter dated 16 April 1999, the information they considered necessary for it to complete its examination of the case.

⁽¹⁾ OJ C 120, 1.5.1999, p. 6 and OJ C 288, 9.10.1999, p. 37.

⁽²⁾ See footnote 1.

(6) Further examination strengthened the Commission's initial doubts, particularly as regards the need for the planned aid. By letter of 14 June 1999 it therefore informed Italy that it had decided on 26 May 1999 to extend the procedure initiated on 3 February 1999 and formally required the Italian Government to supply, within one month, all the documents, information and data required to assess the compatibility of the aid with the common market. If Italy failed to supply those items, the Commission would reach a decision on the basis of the information in its possession.

(7) The decision to extend the procedure was published in the *Official Journal of the European Communities* ⁽³⁾, and interested parties were invited by the Commission to submit comments. The Commission has not received any comments from interested parties.

II. Detailed description of the aid

(8) The planned aid would be granted to Fiat, which is controlled by Fiat SpA. The Fiat group operates in the motor vehicle industry, through Fiat Auto for motor vehicles, Iveco for commercial vehicles and Magneti Marelli for components.

(9) Fiat has plants in Italy, Poland, Turkey and South America. In 1998 it produced 2,9 million vehicles ⁽⁴⁾ of the Alfa Romeo, Ferrari, Fiat, Lancia and Maserati makes, 1,6 million of which in Europe. Roughly one half of sales were recorded on the domestic market, one third in other Member States and the remainder outside the Community.

(10) The investment proposed by Fiat is located at Mirafiori, which is currently in an assisted area under Article 87(3)(c) of the EC Treaty qualifying for a maximum regional aid intensity for large firms of 10 % net grant equivalent (nge).

(11) The project relates to the production of 'Torque' engines used to power segment 'B' and 'C' Fiat vehicles produced in Italy and outside the Community. The investments, totalling ITL 468,4 billion (approximately EUR 242 million), were carried out according to the following schedule:

(ITL billion)

1994	1995	1996	1997	1998
84,7	65,9	43,3	97,2	177,3

chosen because of the opportunity to use part of the existing production lines following appropriate modifications, something which helped to limit the investments needed for the project.

(13) Regional aid worth a nominal ITL 30,3 billion (EUR 16 million) is planned under the approved scheme provided for by Law No 488/92. The discounted aid intensity appears to be 4,6 %.

(14) No other aid is planned for the project.

(15) When the Commission decided on 3 February 1999 to initiate the procedure, it expressed many doubts as to the compatibility of the planned aid, with special reference to the mobility of the project and the need for the aid. Nor could it find, at that stage, any justification for the granting of aid for innovative investment or aid for environmental protection. The Commission consequently concluded that, on the basis of the information in its possession, there were no reasons why the aid in question would qualify for any of the exemptions under Article 87(3) of the EC Treaty.

(16) After 3 February 1999, when the procedure was initiated, it emerged that Fiat Mirafiori had not been located in an assisted area until March 1995. The project began in 1994 and was preceded by feasibility, location, etc. studies, which were presumably carried out around 1993. Thus the investment decision must certainly have been taken by 1993 or 1994 at the latest, before the area in which Fiat Mirafiori is located was considered to be an assisted area. In its decision extending the investigation, the Commission therefore expressed serious doubts as to whether the investor, when considering the financing of the project, could have assumed that it would obtain regional aid. Consequently, the aid was not in its view necessary to the implementation of the investment concerned at Fiat Mirafiori.

(17) Both in the decision initiating the procedure and in the decision extending the investigation, the Commission formally required Italy to supply within one month all the information required to assess the compatibility of the aid measure in question. If Italy failed to do so, it would reach a decision on the basis of the information in its possession.

III. Comments by Italy

(12) The Torque engines have been the focus of a number of innovations, as regards both the product and the manufacturing processes. Fiat Mirafiori appears to have been

(18) On 9 April 1999 the Italian authorities requested an extension of the deadline for their reply to the decision of 3 February 1999 initiating the procedure, and on 16 April they sent a letter to the Commission containing the information deemed necessary to conclude the examination of the case.

⁽³⁾ See footnote 1.

⁽⁴⁾ Source: Automotive News Europe.

- (19) The Italian Government first supplied all the necessary clarifications concerning the location studies carried out by Fiat in 1993 and 1994 prior to the choice of Fiat Mirafiori. It stated that the competing sites were Bielsko-Biala in Poland, a plant operated by the company Tofas in Turkey and a site belonging to the Cormec group in Argentina. The competing sites offered the advantage of lower labour costs than in Italy while meeting satisfactory standards of productivity and quality. As Tofas and Cormec were not wholly owned by Fiat, a fact which carried a significant risk for a strategic project such as the Torque engine, the location decision was narrowed down to a choice between Fiat Mirafiori and Bielsko-Biala.
- (20) The expected regional aid would not be sufficient to offset the additional costs deriving from the decision to locate the investment at Fiat Mirafiori, but it was undoubtedly a factor in the final decision.
- (21) Secondly, Italy pointed out the specific conditions governing the application of Law No 488/92, with special reference to its retroactive application to eligible investments.
- (22) Thirdly, the Italian Government stated that the investments began in May/June 1994. The earlier activities, including the dismantling of the old plant in January 1993 and the investment expenditure incurred in May 1993, consisted in clearing the area occupied by the old production line, which was subsequently replaced by the Torque engine production line. According to the Italian authorities, these costs are not linked to the project under examination since the old plant would have been removed in any case, wherever it was decided to locate the investments for producing the Torque engine.
- (23) Fourthly, Italy supplied further data for the cost-benefit analysis (CBA) and the market survey.
- (24) In reply to the Commission's decision of 26 May 1999 to extend the investigation, on 20 July 1999 Italy transmitted a letter giving detailed information on two main aspects: the events leading up to adoption of the new aid scheme and the link with implementation of the aid in question, and compliance with the formal criteria in the applications for aid.
- (25) The measure notified by Fiat constitutes State aid within the meaning of Article 87(1) of the EC Treaty. It would be financed by the State or through State resources; moreover, given that it represents a significant proportion of the project funding, it is likely to distort competition within the Community, giving an advantage to Fiat over other companies not receiving aid. Finally, the market for motor vehicle engines, like the motor vehicle market itself, is characterised by extensive trade between Member States.
- (26) The aid in question is intended for a firm which manufactures and assembles motor vehicles and their engines. The firm is therefore part of the motor vehicle industry within the meaning of the Community framework on State aid to the motor vehicle industry⁽⁵⁾ (the 'relevant Community framework').
- (27) The aid in question, notified on 1 December 1997, is to be granted under the approved scheme provided for by Law No 488/92. The relevant Community framework specifies that aid which the public authorities plan to grant to an individual project under authorised aid schemes for a firm operating in the motor vehicle industry must, in accordance with Article 88(3) of the EC Treaty, be notified before being granted if either of the following thresholds is reached:
- total cost of the project: EUR 50 million, or
 - total gross aid for the project, whether State aid or aid from Community instruments: EUR 5 million.
- (28) Both the total cost of the project and the amount of aid exceed their notification thresholds. Thus, in notifying the proposed aid for Fiat Mirafiori, the Italian authorities have complied with the requirements of Article 88(3) of the EC Treaty.
- (29) Article 87(2) of the EC Treaty specifies certain types of aid that are compatible with the Treaty. In view of the nature and purpose of the aid and the geographic location of the investment, Article 87(2)(a), and (c) are not applicable. Article 87(3) specifies other forms of aid which may be regarded as compatible with the common market. Compatibility must be assessed from the standpoint of the Community as a whole and not in a purely domestic context. In order to maintain the proper functioning of the common market and having regard to the principle laid down in Article 3(g) of the EC Treaty, the exceptions in Article 87(3) must be construed narrowly. With regard to the exceptions in Article 87(3)(b) and (d), it is clear that the aid in question is not intended for a project of common European interest or to remedy a serious disturbance in the Italian economy or to promote culture and heritage conservation. As regards the exceptions in Article 87(3)(a) and (c), only subparagraph (c) could be relevant as Mirafiori is now located in an assisted area under Article 87(3)(c) and no longer in an assisted area under Article 87(3)(a).
- (30) To determine whether the proposed regional aid measures are compatible with the common market, under the exemption provided for in Article 87(3)(c) of the Treaty, the Commission must therefore check compliance with the conditions specified in the relevant Community framework.

IV. Assessment of the aid

⁽⁵⁾ OJ C 279, 15.9.1997.

- (31) In accordance with the framework, the Commission checks in every instance that the aid granted is proportional to the seriousness of the problems that it is intended to solve and is necessary for the implementation of the project. Both tests, proportionality and necessity, must be satisfied if the Commission is to authorise State aid in the motor vehicle industry ⁽⁶⁾.
- (32) While the proportionality of aid is usually assessed by means of a cost-benefit analysis, in the case in point the Commission can limit its assessment to the necessity test alone.
- (33) When initiating the procedure, the Commission took note of the particular events which led to the authorisation of the Italian scheme under Law No 488/92. In keeping with the decisions it had already taken on 18 November 1997 ⁽⁷⁾, 30 September 1998 ⁽⁸⁾ and 7 April 1998 ⁽⁹⁾, the Commission acknowledged that particular circumstances surrounding the adoption of Law No 488/92 could explain the long delays between the launch of the project, the start of mass production of Torque engines in 1995, the application for aid in May 1996 and the notification in December 1997. However, examination of the need for the aid in order to locate the project at Fiat Mirafiori cannot be restricted to consideration of such factors; the Commission must also check the following:
- whether the regional aid was indeed taken into account in the financial analysis of the project, the location study and the choice of the Mirafiori site, and
 - whether the project was genuinely mobile.
- (34) The Community also has to check, for each aspect, whether the evidence supplied by Italy in support of its claims is sufficient in the context of a narrow interpretation of the exemptions provided for by Article 87(3) of the Treaty and having due regard to the formal requirements to supply information issued by the Commission on 3 February and 26 May 1999.
- (35) The Italian authorities' letter of 16 April 1999 states that the project was launched in May/June 1994, that orders for tooling were placed in March/April 1994 and that the first deliveries of tooling took place during the second half of 1994. The Commission logically concludes that any location study that prompted Fiat to choose the Mirafiori site must have been carried out between January 1993 and April 1994. That assessment was confirmed by the Italian authorities in their letter of 20 July 1999.
- (36) Fiat Mirafiori was not located in an assisted area until March 1995, when certain areas of Turin, including Mirafiori, were classed as assisted areas for the purposes of Article 87(3)(c) of the Treaty; as confirmed in the letter of 20 July 1999, Italy submitted an initial proposal for the areas to be classed as assisted areas under that provision only in September 1994.
- (37) The decision on the investment in question was therefore taken at a time when Fiat Mirafiori was not located in an assisted area.
- (38) This assessment is not affected by Fiat Mirafiori's location in an Objective 2 area, or by the alleged possibility of transferring the machinery from one site to another during the initial phases of the project. Pre-production units were furthermore manufactured in January/February 1995, before the decision classing the area as an assisted area was taken. It is also stated in Annex 3(b) to the Italian authorities' letter of 20 November 1998 that work on the Torque engine was carried out at the Mirafiori site from 1993 onwards, for example to modify the production lines for the engine block, the crankshaft, the connecting rods, the flywheel and the oil pump spindle.
- (39) The Commission therefore takes the view that Fiat did not in fact consider the financing of its project at Mirafiori on the assumption that it would obtain regional aid; neither have the Italian authorities ever produced evidence refuting that view.
- (40) Even if the company did include the possibility of receiving regional aid in its reasoning, it implicitly accepted the risk of the aid being withheld, since the Commission's prior authorisation was required in accordance with the relevant Community framework.
- (41) Moreover, at the time Fiat decided to carry out the investment, which was also when it took into account the possibility of obtaining State aid to help finance the Fiat Mirafiori project, the Commission's practice required a cost-benefit analysis (CBA) based on a comparison between the plant in question and an alternative site in a non-assisted region of the Community where Fiat could very probably have located the investment. The Italian authorities and Fiat were familiar with this methodology at the time since they had, for example, already handled the Fiat Mezzogiorno case ⁽¹⁰⁾. The Commission does not have any information on the choice of comparator plant, but the most likely alternative would have been a plant located in central or northern Italy. The Commission's experience shows that a CBA drawn up on the basis of such an assumption would have made it difficult, if not impossible, to identify handicaps for Fiat Mirafiori justifying the authorisation of regional aid. Again, the Italian authorities have not supplied proof that Fiat indeed took regional aid into account in its decision to carry out the investment at Fiat Mirafiori.

⁽⁶⁾ See the judgement of the Court of Justice of 17 September 1980 in Case 730/79 Philip Morris [1980] ECR 2671, paragraph 17.

⁽⁷⁾ OJ C 70, 6.3.1998, p. 7.

⁽⁸⁾ OJ C 409, 30.12.1998, p. 7 and OJ C 384, 12.12.1998, p. 20.

⁽⁹⁾ OJ C 240, 31.7.1998, p. 3.

⁽¹⁰⁾ OJ C 37, 11.2.1993, p. 15.

- (42) The Commission points out, incidentally, that reference to an alternative plant in Poland (Bielsko-Biala), as called for by Italy in the case in point, became possible only after the entry into force of the relevant Community framework in January 1998, some four years after the investment decision was taken.
- (43) Lastly, the Commission considers that a Member State and, all the more so, an undertaking cannot legitimately rely on a given region being classed as eligible for assistance under Article 87(3) until the Commission has taken a decision to that end.
- (44) For these reasons the Commission concludes that the Italian Government has not sufficiently demonstrated that Fiat actually considered the grant of regional aid to be a necessary condition for selecting Fiat Mirafiori. The notified regional aid is therefore not necessary for achieving the objectives referred to in Article 87(3) of the EC Treaty.
- (45) Secondly, pursuant to the abovementioned Community framework, in order to prove the need for regional aid the recipient company must clearly demonstrate that it has an economically viable alternative location for part or parts of its project. If there were no other new or existing industrial site within the group capable of receiving the proposed investment, the firm would be compelled to carry out its project in the sole plant available, even in the absence of aid. This mobility study is now, under the framework currently in force, even more important than in the past. It is no longer sufficient for the Commission to recognise theoretical mobility; it has to establish that the investor had both the possibility and the intention of locating the project at the alternative site if the regional aid could not be granted.
- (46) The information supplied by Italy in this connection continues to be scarce. The Commission has received only a brief statement explaining that, of the three possible choices (Cormec in Argentina, Tofas in Turkey and Fiat Auto Poland), two (Cormec and Tofas) were rejected as being too risky⁽¹¹⁾, while the Polish option offered considerable advantages in comparison with Fiat Mirafiori, particularly in terms of labour costs.
- (47) The Commission takes the view that at the time the investment decision was taken, in 1993/1994, the real advantages of locating the project in Poland were not as obvious as the Italian authorities currently maintain. For example, the industrial risk was not negligible, at a time when Fiat Auto Poland was undergoing intensive reorganisation. This factor, which Italy mentions briefly but dismisses as unimportant, should not be underestimated in the context of a strategic project such as the Torque engine. Production would have been difficult to organise, involving the transport of sensitive components between Italy and Poland⁽¹²⁾; and networks of local component suppliers were not as highly developed as they are today. Production of Fiat engines in Poland is furthermore currently limited to two relatively old models: the 652 cc and the 900 cc engines.
- (48) The Italian Government has provided the Commission with only patchy indications concerning the technical feasibility of producing the Torque engine at Bielsko-Biala under optimum conditions and hardly any information regarding Fiat's real intention to relocate the investment concerned to Poland.
- (49) The Commission accordingly concludes that Italy has not demonstrated the mobility of the project. In the absence of a credible alternative site, the notified regional aid is therefore not necessary in order to achieve the objectives referred to in Article 87(3) of the EC Treaty.
- (50) Other aid objectives mentioned at one point by the Italian Government, such as environmental protection and innovation, have never been explained in detail, despite the formal requirements to provide information issued by the Commission. The Commission has consequently not been able to examine the presence of aid for any innovative or environmental protection measures.
- V. Conclusion**
- (51) The regional aid which the Italian authorities plan to grant to Fiat Mirafiori is not necessary in order to achieve the objectives referred to in Article 87(3)(c) of the EC Treaty, namely to facilitate the development of certain economic activities or of certain economic areas. The aid in question is therefore incompatible with the common market,
- HAS ADOPTED THIS DECISION:
- Article 1*
- The State aid that Italy plans to grant to Fiat Auto SpA for its Mirafiori Meccanica plant (Turin) is incompatible with the common market.
- The aid shall consequently not be put into effect.
- Article 2*
- Italy shall inform the Commission, within two months of the date of notification of this Decision, of the measures it has taken to comply with it.
- Article 3*
- This Decision is addressed to the Italian Republic.
- Done at Brussels, 22 December 1999.
- For the Commission*
Mario MONTI
Member of the Commission

⁽¹¹⁾ Since Fiat was not the sole shareholder in those companies.

⁽¹²⁾ Owing to the existence of components common to the Torque and the 138 engine, which remained in production at Mirafiori.

COMMISSION DECISION
of 14 August 2000
concerning certain protection measures relating to classical swine fever in the United Kingdom

(notified under document number C(2000) 2525)

(2000/515/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Directive 90/425/EEC of 26 June 1990 concerning veterinary and zootechnical checks applicable in intra-Community trade in certain live animals and products with a view to the completion of the internal market ⁽¹⁾, as last amended by Directive 92/118/EEC ⁽²⁾ and, in particular, Article 10(3) thereof,

Whereas:

- (1) Outbreaks of classical swine fever have occurred in the United Kingdom.
- (2) In view of the trade in live pigs, these outbreaks are liable to endanger the herds of other Member States.
- (3) The United Kingdom has taken measures within the framework of Council Directive 80/217/EEC of 22 January 1980, introducing Community measures for the control of classical swine fever ⁽³⁾, as last amended by the Act of Accession of Austria, Finland and Sweden.
- (4) Further restrictions shall be temporarily applicable awaiting further results of epidemiological enquiries.
- (5) Since it is possible to identify geographically areas which present a particular risk, the restrictions on trade can apply on a regional basis.
- (6) This Decision shall be reviewed at the Standing Veterinary Committee scheduled for 22 August 2000,

HAS ADOPTED THIS DECISION:

Article 1

1. The United Kingdom shall not dispatch pigs unless the pigs:
 - (a) come from an area outside the areas described in Annex I, and
 - (b) come from a holding where no live pigs have been introduced during the 30 day period immediately prior to the dispatch of the pigs in question.
2. Movements of pigs coming from areas outside the areas described in Annex I shall only be allowed following three days advance notification to the central and local veterinary authori-

ties of destination and dispatched by the competent veterinary authority.

Article 2

The United Kingdom shall not dispatch porcine semen unless the semen originates from boars kept at a collection centre referred to in Article 3(a) of Council Directive 90/429/EEC ⁽⁴⁾ and situated outside the areas described in the Annex.

Article 3

1. The health certificate provided for in Council Directive 64/432/EEC ⁽⁵⁾ accompanying pigs sent from the United Kingdom must be completed by the following:

‘Animals in accordance with Commission Decision 2000/515/EC of 14 August 2000 concerning certain protection measures relating to classical swine fever in the United Kingdom.’

2. The health certificate provided for in Directive 90/429/EEC accompanying boar semen sent from the United Kingdom must be completed by the following:

‘Semen in accordance with Commission Decision 2000/515/EC of 14 August 2000 concerning certain protection measures relating to classical swine fever in the United Kingdom.’

Article 4

The United Kingdom shall ensure that vehicles which have been used for the transport of pigs are cleaned and disinfected after each operation and the transporter shall furnish proof of such disinfection.

Article 5

The United Kingdom shall at eight day intervals present data on the classical swine fever situation in the format indicated in Annex II.

Article 6

The Member States shall amend the measures they apply to trade so as to bring them into compliance with this Decision. They shall immediately inform the Commission thereof.

⁽¹⁾ OJ L 224, 18.8.1990, p. 29.

⁽²⁾ OJ L 62, 15.3.1993, p. 49.

⁽³⁾ OJ L 47, 21.2.1980, p. 11.

⁽⁴⁾ OJ L 224, 18.8.1990, p. 62.

⁽⁵⁾ OJ L 121, 29.7.1964, p. 1977/64.

Article 7

This Decision shall be reviewed before 31 August 2000. It is applicable until 31 August 2000.

Article 8

This Decision is addressed to the Member States.

Done at Brussels, 14 August 2000.

For the Commission

Philippe BUSQUIN

Member of the Commission

ANNEX I

ENGLAND

ANNEX II

CLASSICAL SWINE FEVER REPORT

County:

Reporting period:

County ⁽¹⁾	Pigs ⁽²⁾	Outbreaks		Susp. herd ⁽⁵⁾	Serology ⁽⁶⁾	
		Total ⁽³⁾	Last ⁽⁴⁾		Pos.	Neg.

⁽¹⁾ County: name and Animal Disease Notification System code

⁽²⁾ Pigs: total pig population in County

⁽³⁾ Total: total number of outbreaks recorded since (reporting period)

⁽⁴⁾ Last: date of last outbreak recorded in (reporting period)

⁽⁵⁾ Susp. herd: number of suspected herds in accordance with the provisions of Art. 4 of 80/217/EEC in reporting period

⁽⁶⁾ Serology: number of positive and negative samples examined during the reporting period

EUROPEAN CENTRAL BANK

GUIDELINE OF THE EUROPEAN CENTRAL BANK

of 3 February 2000

on the management of the foreign reserve assets of the European Central Bank by the national central banks and the legal documentation for operations involving the foreign reserve assets of the European Central Bank

(ECB/2000/1)

(2000/516/EC)

THE GOVERNING COUNCIL OF THE EUROPEAN CENTRAL BANK,

(4) In accordance with Articles 12.1 and 14.3 of the Statute, ECB Guidelines form an integral part of Community law,

Having regard to the Treaty establishing the European Community (hereinafter referred to as the Treaty) and in particular to Article 105(2), third indent, thereof and to Article 3.1, third indent, and Articles 12.1, 14.3 and 30.6 of the Statute of the European System of Central Banks and of the European Central Bank (hereinafter referred to as the Statute),

HAS ADOPTED THIS GUIDELINE:

Article 1

Definitions

Whereas:

For the purposes of this Guideline:

(1) Pursuant to Article 30.1 of the Statute, the European Central Bank (ECB) shall be provided by the national central banks of Member States which have adopted the single currency (NCBs) with foreign reserve assets and shall have the full right to hold and manage the foreign reserves that are transferred to it.

- 'participating Member States' shall mean all Member States which have adopted the single currency in accordance with the Treaty,
- 'NCBs' shall mean national central banks of participating Member States.

Article 2

Agency status of NCBs

(2) Pursuant to Articles 9.2 and 12.1 of the Statute, the ECB may manage certain of its activities through the NCBs and have recourse to the NCBs to carry out certain of its operations, and the ECB considers that the NCBs should manage the foreign reserves as agents of the ECB accordingly; the ECB considers it necessary for the NCBs acting as agents for the ECB in the management of the ECB's foreign reserve assets to apply a code of conduct and follow certain other procedures with the ECB's counterparties.

1. Each NCB shall carry out operations involving the foreign reserve assets of the ECB as an agent for the ECB, and by commencing such operations shall be deemed to acknowledge that agency status. In relation to all operations conducted by the NCBs on behalf of the ECB, each NCB shall disclose to all parties the ECB's status as principal when agreeing on each operation, both by name and by reference to an account number or identifier.

(3) The involvement of NCBs in the management of the foreign reserve assets transferred to the ECB and the transactions related to such management entail the need to prepare documentation for operations involving the ECB's foreign reserves.

2. Each NCB shall, when carrying out operations involving the foreign reserve assets of the ECB as an agent for the ECB, subordinate its own interests, or the interests of any entity for which it carries out operations, to the interests of the ECB.

3. Each NCB shall, when asked by a counterparty of the ECB for proof of the NCB's authority to carry out operations involving the foreign reserve assets of the ECB as an agent for the ECB, provide such counterparties with proof of a mandate of agency.

Article 3

Legal documentation

1. All operations involving the foreign reserve assets of the ECB shall be conducted using legal documentation as required by this Article.

2. A document in the form attached as Annex 1 to this Guideline shall be annexed to and form an integral part of every standard agreement under which collateralised operations (including without limitation repurchase agreements, reverse repurchase agreements, buy/sell-back agreements, sell/buy-back agreements, securities lending agreements and tripartite repo arrangements) or over-the-counter derivatives operations involving the foreign reserve assets of the ECB are conducted.

3. There shall be in place with every counterparty a master netting agreement in one of the forms attached as Annex 2 to this Guideline.

4. All collateralised operations involving the foreign reserve assets of the ECB comprising repurchase agreements, reverse repurchase agreements, buy/sell-back agreements and sell/buy-back agreements and all over-the-counter derivatives operations involving the foreign reserve assets of the ECB shall be docu-

mented under the standard agreements listed in Annex 3 to the Guideline, in such forms as may be approved or amended by the ECB from time to time.

5. The provision of financial services involving the foreign reserve assets of the ECB by financial intermediaries, including without limitation banking, custodial and investment services obtained from correspondents, custodians and depositories, settlement organisations and central clearers for exchange-traded derivatives, shall be documented under such specific agreements as may be approved by the ECB from time to time.

Article 4

Final provisions

This Guideline is addressed to the national central banks of participating Member States.

This Guideline is effective as from 3 February 2000.

This Guideline shall be published in the *Official Journal of the European Communities*.

Done at Frankfurt am Main, 3 February 2000.

*On behalf of the Governing Council of the
ECB*

Willem F. DUISENBERG

ANNEX 1

ECB ANNEX ⁽¹⁾

The provisions of this ECB Annex are to be annexed to and form an integral part of any standard agreement under which collateralised operations (including without limitation repurchase agreements, reverse repurchase agreements, buy/sell back agreements and sell/buy back agreements) or over-the-counter derivative operations involving the foreign reserve assets of the ECB Guideline on the management of the foreign reserve assets of the European Central Bank by the national central banks and the legal documentation for operations involving the foreign reserve assets of the European Central Bank (ECB/2000/1).

1. The provisions of this annex shall be supplemental terms and conditions applying to [name the standard agreement to which this annex applies] dated [date of agreement] (the Agreement) between the European Central Bank (the ECB) and [name of counterparty] (the Counterparty). The provisions of this Annex shall be annexed to, incorporated in and form an integral part of the Agreement. If and to the extent that any provisions of the Agreement (other than the provisions of this annex) or the ECB Master Netting Agreement dated as of [date] (the Master Netting Agreement) between the ECB and the Counterparty, including any other supplemental terms and conditions, annex or schedule to the Agreement, contain provisions inconsistent with or to the same or similar effect as the provisions of this Annex, the provisions of this Annex shall prevail and apply in place of those provisions.
2. Except as required by law or regulation, the Counterparty agrees that it shall keep confidential, and under no circumstances disclose to a third party, any information or advice furnished by the ECB or any information concerning the ECB obtained by the Counterparty as a result of it being a party to the Agreement, including without limitation information regarding the existence or terms of the Agreement (including this annex) or the relationship between the Counterparty and the ECB created thereby, nor shall the Counterparty use the name of the ECB in any advertising or promotional material.
3. The Counterparty agrees to notify the ECB in writing as soon as reasonably practicable of (i) any consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all of its assets to, another entity; (ii) the appointment of any liquidator, receiver, administrator or analogous officer or the commencement of any procedure for the winding-up or reorganisation of the Counterparty or any other analogous procedure; or (iii) a change in the Counterparty's name.
4. There shall be no waiver by the ECB of immunity from suit or the jurisdiction of any court, or any relief against the ECB by way of injunction, order for specific performance or for recovery of any property of the ECB or attachment of its assets (whether before or after judgement), in every case to the fullest extent permitted by applicable law.
5. There shall not apply in relation to the ECB any event of default or other provision of any kind in which reference is made to the bankruptcy, insolvency or other analogous event of the ECB.
6. The Counterparty agrees that it has entered into the Agreement (including this Annex) as principal and not as agent for any other entity and that it shall enter into all transactions as principal.

⁽¹⁾ The original text of this Annex is drafted in the English language and is incorporated into master agreements drawn up in the English, French and German languages. The master agreements drawn up in the English language are governed by English or New York law, the master agreements drawn up in the French language are governed by English or New York law, the master agreements drawn up in the French language are governed by French law and the master agreements drawn up in the German language are governed by German law. The translation of this Annex into other languages is for illustrative purposes only and shall not be legally binding.

ANNEX 2

INDEX

Annex 2a

Master Netting Agreement governed by English law

(for use with Counterparties incorporated in jurisdictions other than France, Germany and the United States of America; drafted in the English language)

Annex 2b

Master Netting Agreement governed by French law

(for use with Counterparties incorporated in France; drafted in the French language)

Annex 2c

Master Netting Agreement governed by German law

(for use with Counterparties incorporated in Germany; drafted in the German language)

Annex 2d

Master Netting Agreement governed by New York law

(for use with Counterparties incorporated in the United States of America; drafted in the English language)

ANNEX 2a

Master Netting Agreement governed by English law

(for use with Counterparties incorporated in jurisdictions other than France, Germany and the United States of America; drafted in the English language)

MASTER NETTING AGREEMENT

Dated:

Between:

European Central Bank, Kaiserstrasse 29, D-60311 Frankfurt am Main, Germany (hereinafter referred to as the ECB), and

[Counterparty] whose [address] [registered place of business] is at [address] (hereinafter referred to as the Counterparty)

1. Scope of agreement

- 1.1. The purpose of this Agreement (hereinafter referred to as the Agreement) is to ensure that the ECB is able to net all existing positions under all outstanding transactions made between the ECB and the Counterparty, regardless of any agent or agents authorised to act on behalf of the ECB through whom the transactions giving rise to those positions may have been effected, including the central bank of any Member State of the European Union which has adopted the euro as its currency, and regardless of which office (including the head office and all branches) of the Counterparty may be involved in such transactions, and after taking into account the effect of any existing netting provisions in master or other agreements between the ECB and the Counterparty and/or provisions of mandatory law that operate with similar effect that may apply to certain of such transactions.
- 1.2. In this Agreement, a 'netting agreement' means any agreement for the time being in effect between the Parties (and including, without limitation, this Agreement and agreements of the kind listed in Appendix 1 to this Agreement), including such modifications and additions thereto as may be agreed between the ECB and the Counterparty (hereinafter referred to as the Parties) from time to time, which contains provisions to the effect that, should any event of default as defined for the purposes of such agreement occur, there may be an early termination, liquidation, closing-out or acceleration of transactions or obligations under transactions or any analogous event (a 'default termination') and the respective obligations of the Parties under such agreement may be combined, aggregated or set-off against each other so as to produce a single net balance payable by one Party to the other.

2. General

- 2.1. All transactions of whatever nature (hereinafter referred to as transactions) entered into between the Parties at any time after the date of this Agreement shall be governed by this Agreement, unless the Parties specifically agree otherwise.
- 2.2. The Parties acknowledge that the terms of this Agreement, all transactions governed by this Agreement, any amendments to the terms of such transactions, and the single net balance payable under any netting agreement constitute a single business and contractual relationship and arrangement.
- 2.3. The Counterparty has entered into this Agreement as principal and represents and warrants that it has entered and shall enter into all transactions as principal.
- 2.4. This Agreement is supplemental to the netting agreements entered into between the Parties prior to the date of this Agreement, and all further netting agreements and transactions entered into between the Parties after the date of this Agreement shall be supplemental to this Agreement.

3. Base currency

The base currency for the purposes of this Agreement shall be the US dollar or, at the ECB's option, any other currency. Wherever it is necessary in accordance with the terms of this Agreement to convert amounts into the base currency, such amounts shall be converted at the daily reference rate published by the ECB for the currency to be converted into the base currency or, in the absence of such reference rate, at the rate of exchange at which the ECB can buy or sell, as appropriate, such amounts with or against the base currency on such day, all as determined by the ECB.

4. Cross acceleration

Should any default termination occur under any netting agreement (including under Appendix 2 to this Agreement), then the ECB shall have the right to declare, by written notice to the Counterparty, that a default termination has occurred under each other netting agreement in respect of which default termination has not occurred in accordance with the provisions thereof.

5. Global netting

- 5.1. Should a default termination occur, the ECB shall, as soon as is reasonably practicable, take an account of what is due from each Party to the other under each netting agreement (including under Appendix 2 to this Agreement) in respect of which default termination has occurred and aggregate the sums due from each Party to the other under such netting agreements (including under Appendix 2 to this Agreement), in every case in or converted into the base currency, and only the net balance of the account shall be payable by the Party owing the larger aggregate sum.
- 5.2. Clause 5.1 shall continue to operate to the extent possible notwithstanding the unenforceability under applicable law of any provisions contained in any netting agreement (including under Appendix 2 of this Agreement).

6. Notices and other communications

All notices, instructions and other communications to be given under this Agreement shall be effective only upon receipt and shall be made in writing (including by electronic means).

7. Severability

Each provision contained herein (including, without limitation, Appendix 2 to this Agreement) shall be treated as separate from any other provision herein and shall be enforceable notwithstanding the unenforceability of any such other provision.

8. Non-assignability

The rights and obligations of the Counterparty under this Agreement may not be assigned, charged, pledged or otherwise transferred or dealt with by the Counterparty.

9. Governing law and jurisdiction

- 9.1. This Agreement shall be governed by and construed in accordance with English law.
- 9.2. For the benefit of the ECB, the Counterparty hereby irrevocably submits for all purposes of or in connection with this Agreement to the jurisdiction of the District Court (*Landgericht*) of Frankfurt am Main, Germany. Nothing in this clause 9 shall limit the right of the ECB to take proceedings before the courts of any other country of competent jurisdiction.

European Central Bank**[Name of Counterparty]**

By _____	By _____
Title _____	Title _____
	(Address for the service of notices under this Agreement)
Date _____	Date _____

(In case of Luxembourg Counterparties:

In addition to clause 9 of this Agreement the Parties agree that for purpose of Article 1 of the Protocol annexed to the Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters, signed in Brussels on 27 September 1998 and without prejudice to the foregoing execution of this Agreement by the parties hereto, (Luxembourg Counterparty) expressly and specifically confirms its agreement to the provisions of clause 9 of this Agreement, stipulating that the District Court (*Landgericht*) of Frankfurt am Main shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such courts.

Luxembourg Counterparty

By _____

Title _____)

*Appendix 1***Netting agreements (*)**

1. ISDA Master Agreement (Multicurrency-Cross Border 1992)
2. PSA-ISMA Global Master Repurchase Agreement
3. Convention-cadre AFB relative aux opérations de marché à terme
4. Convention-cadre AFB relative aux opérations de pension livrée
5. Rahmenvertrag für Finanztermingeschäfte
6. Rahmenvertrag für echte Pensionsgeschäfte

*Appendix 2***Transactions not subject to any netting agreement**

1. The provisions of this Appendix apply to transactions entered into between the Parties that are not effectively subject to any other netting agreement.
2. Should:
 - (a) a default termination occur under any netting agreement, or
 - (b) an event that is defined as an event of default or other analogous event under any netting agreement occur, which event would, assuming there were outstanding transactions under any such netting agreement, result in, or entitle the ECB to take steps which would result in, a default termination under such netting agreement,(any such event under (a) or (b) above is referred to in this Appendix as an 'event of default'), then all transactions to which this Appendix applies (but not less than all, unless any such transaction may not be so closed out under applicable law) under which obligations have or would otherwise have fallen due by or after the date of such event of default (the 'close out date') may by notice in writing from the ECB to the Counterparty be liquidated and closed-out as described under paragraphs 3 and 4 of this Appendix, and the ECB shall, without prejudice to paragraphs 3 and 4 of this Appendix, not be obliged to make any further payments or deliveries under any such transactions.
3. Should liquidation and close-out under paragraph 2 of this Appendix occur, the ECB shall, as soon as is reasonably practicable, take an account of what is due from each Party to the other, including, as necessary, determining in respect of each transaction the ECB's total gain or loss, as the case may be, resulting from the liquidation and close-out of such transaction as at the date of such liquidation and close-out, in every case in or converted into the base currency. The ECB shall then aggregate such gains and losses and only the balance of the account shall be payable by the Counterparty, if the aggregate losses exceed the aggregate gains, or by the ECB, if the aggregate gains exceed the aggregate losses.
4. In determining in respect of each transaction the ECB's total gain or loss, the ECB shall, subject to applicable law, use a commercially reasonable method of calculation which (a) is based on, to the extent practicable and available, quotations from at least four leading dealers in the relevant market operating in the same financial centre, and (b) takes into account, where applicable, the liquidation and close-out of such transaction earlier than its scheduled value date or delivery date.
5. The Parties agree that the calculation of the net sum under paragraphs 3 and 4 of this Appendix is a reasonable pre-estimate of losses suffered.

(*) This documentation is maintained by the ECB Legal Services and the legal departments of the national central banks.

ANNEX 2b

Master Netting Agreement governed by French law**(for use with Counterparties incorporated in France; drafted in the French language)****CONVENTION-CADRE DE COMPENSATION**

Date:

Entre:

La Banque centrale européenne, Kaiserstrasse 29, D-60311 Francfort-sur-le-Main, Allemagne (ci-après dénommée la «BCE») et
(ci-après dénommée la «contrepartie»)

1. Champ d'application de la convention

- 1.1 La présente convention (ci-après dénommée la «convention») a pour objet de permettre à la BCE de compenser l'ensemble des positions existantes dans le cadre de l'ensemble des transactions en cours effectuées entre la BCE et la contrepartie, sans distinction de l'agent ou des agents autorisés à agir pour le compte de la BCE par l'intermédiaire duquel ou desquels les transactions génératrices de ces positions ont pu être effectuées, y compris la banque centrale de tout État membre de l'Union européenne ayant adopté l'euro comme monnaie nationale, et sans distinction de l'établissement (y compris le siège social et l'ensemble des succursales) de la contrepartie impliqué dans ces transactions, et après prise en considération de l'incidence de toutes les dispositions existantes relatives à la compensation qui figurent dans la convention-cadre ou dans les autres conventions conclues entre la BCE et la contrepartie et/ou des dispositions de la législation applicable ayant un effet similaire et susceptibles de s'appliquer à certaines de ces transactions.
- 1.2 Dans la présente convention, on entend par «convention de compensation» toute convention en vigueur entre les parties (y compris, sans restriction, la présente convention et les conventions de l'espèce énumérées dans l'additif 1 de la présente convention), y compris les modifications et les avenants aux textes susceptibles d'être convenus, s'il y a lieu, entre la BCE et la contrepartie (ci-après dénommées les «parties»), qui comporte des dispositions prévoyant, lors de la survenance d'un cas de défaillance tel que défini dans le cadre de cette convention, une possibilité de résiliation, d'exigibilité anticipées ou de «close out» des transactions ou des obligations afférentes aux transactions ou de tout événement analogue (une «résiliation pour défaillance»), les obligations respectives des parties dans le cadre de cette convention pouvant dès lors être regroupées, globalisées ou compensées réciproquement de manière à donner lieu à un solde net unique payable par l'une des parties à l'autre.

2. Dispositions d'ordre général

- 2.1 L'ensemble des transactions de toute nature (ci-après dénommées «transactions») conclues entre les parties à tout moment après la date de la présente convention sera régi par la présente convention, sauf si les parties en décident spécifiquement autrement.
- 2.2 Les parties reconnaissent que les termes de la présente convention, l'ensemble des transactions régies par elle, toutes les modifications apportées aux termes de ces transactions et le solde net unique payable dans le cadre de toute convention de compensation constituent une relation et un accord professionnels et contractuels uniques.
- 2.3 La contrepartie a conclu cette convention en son nom propre; elle déclare et atteste qu'elle a conclu et conclura toutes les transactions en son nom propre.
- 2.4 La présente convention complète les conventions antérieures de compensation conclues antérieurement entre les parties; toutes les autres conventions de l'espèce et transactions qui seront conclues ultérieurement entre les parties compléteront la présente convention.

3. Devise de référence

La devise de référence utilisée dans le cadre de cette convention sera le dollar des États-Unis ou, au choix de la BCE, une autre devise. Dans les cas où il sera nécessaire, conformément aux termes de la présente convention, de convertir les montants dans la devise de référence, la conversion s'effectuera au taux de référence quotidien publié par la BCE pour la devise à convertir dans la devise de référence ou, à défaut de ce taux de référence, au taux de change auquel la BCE peut acheter ou vendre, selon le cas, ces montants avec ou contre la devise de référence ce même jour, selon les conditions définies par la BCE.

4. Clause de défaillance croisée

Lors de la survenance d'une résiliation pour défaillance dans le cadre d'une convention de compensation (y compris dans le cadre de l'additif 2 de la présente convention), la BCE sera habilitée à prononcer, par notification écrite à la contrepartie, la résiliation pour défaillance de chacune des autres conventions de compensation pour lesquelles il n'y a pas eu résiliation pour défaillance dans les conditions prévues par les dispositions précitées.

5. Compensation globale

5.1 Lors de la survenance d'une résiliation pour défaillance, la BCE comptabilisera dans les meilleurs délais les montants dus par chacune des parties à l'autre au titre de chaque convention de compensation (y compris dans le cadre de l'additif 2 de la présente convention) pour laquelle est intervenue une résiliation pour défaillance et globalisera les sommes dues par chaque partie à l'autre au titre de ces conventions de compensation (y compris dans le cadre de l'additif 2 de la présente convention) libellées ou converties dans tous les cas dans la devise de référence, seul le solde net étant payable par la partie débitrice du montant brut le plus élevé.

5.2 La clause 5.1 restera en vigueur dans la mesure du possible nonobstant le caractère inapplicable, en vertu de la loi en vigueur, de toute disposition pouvant être contenues dans une convention de compensation (y compris dans le cadre de l'additif 2 de la présente convention).

6. Notifications et autres communications

L'ensemble des notifications, instructions et autres communications à donner dans le cadre de la présente convention ne prendront effet qu'à la date de leur réception et seront adressées par écrit (y compris par les moyens électroniques).

7. Gestion séparée

Chacune des dispositions de la présente convention (y compris, sans restriction, l'additif 2 de ladite convention) sera traitée isolément des autres dispositions et sera applicable nonobstant le caractère inapplicable de ces autres dispositions.

8. Incessibilité

Les droits et les obligations de la contrepartie dans le cadre de la présente convention ne peuvent être cédés, transférés ou autrement négociés par la contrepartie.

9. Loi applicable, attribution de compétences

9.1 La présente convention sera soumise au droit français et interprétée selon ledit droit.

9.2 Dans l'intérêt de la BCE, la contrepartie soumet irrévocablement par la présente convention tous les cas afférents à celle-ci ou s'y rapportant à la compétence de la juridiction du tribunal (*Landgericht*) de Francfort-sur-le-Main, Allemagne. Aucune disposition de cette clause 9 ne limitera le droit de la BCE d'entamer une procédure judiciaire devant les tribunaux compétents d'un autre pays.

Banque centrale européenne**Contrepartie**

Par _____

Par _____

En qualité de _____

En qualité de _____

Date _____

Date _____

*Additif 1***Conventions de compensation**

1. Convention-cadre AFB relative aux opérations de marché à terme
2. Convention-cadre AFB relative aux opérations de pension livrée
3. ISDA Master Agreement (Multicurrency-Cross Border 1992)
4. PSA-ISMA Global Master Repurchase Agreement
5. The Bond Market Association Master Repurchase Agreement
6. Rahmenvertrag für Finanztermingeschäfte
7. Rahmenvertrag für echte Pensionsgeschäfte

*Additif 2***Transactions non soumises à une convention de compensation**

1. Les dispositions du présent additif s'appliquent aux transactions conclues entre les parties qui ne sont pas effectivement soumises à une autre convention de compensation.
2. Lors de la survenance:
 - (a) d'une résiliation pour défaillance dans le cadre d'une convention de compensation ou
 - (b) d'un événement défini comme étant un cas de défaillance ou un événement analogue dans le cadre d'une quelconque convention de compensation, lequel événement, dans l'hypothèse où des transactions seraient en cours au titre de cette convention de compensation, amènerait ou habiliterait la BCE à prendre des mesures qui entraîneraient une résiliation pour défaillance dans le cadre de ladite convention,

[les événements prévus aux points a) ou b) étant dénommés dans le présent additif «cas de défaillance»],

l'ensemble des transactions concernées par le présent additif (sans exception, sauf dans le cas où une transaction ne peut faire l'objet d'une résiliation dans ces conditions aux termes de la loi applicable) dans le cadre desquelles les obligations sont ou seraient arrivées à échéance à la date ou après la date de survenance de ce cas de défaillance (la «date de résiliation») pourront être résiliées par notification écrite de la BCE à la contrepartie dans les conditions prévues aux points 3 et 4 du présent additif et la BCE ne sera pas tenue d'effectuer, sans préjudice des points 3 et 4 du présent additif, d'effectuer d'autres paiements ou livraisons au titre de ces transactions.

3. En cas de résiliation selon les termes du point 2 du présent additif, la BCE comptabilisera dans les meilleurs délais les sommes dues par chacune des parties à l'autre, notamment, le cas échéant, en déterminant pour chaque transaction la perte ou le gain total de la BCE résultant de la résiliation de ladite transaction à la date de résiliation, le montant étant dans tous les cas libellé ou converti dans la devise de référence. La BCE globalisera ensuite ces gains et pertes et seul le solde net sera payable par la contrepartie si le total des pertes excède celui des gains, ou par la BCE si le total des gains excède celui des pertes.
4. Pour déterminer, dans le cadre de chaque transaction, le montant total du gain ou de la perte de la BCE, celle-ci utilisera, sous réserve de la législation applicable, une méthode de calcul commercialement raisonnable: a) fondée, dans la mesure du possible, sur les cotations fournies par au moins quatre intervenants de premier rang du marché considéré et opérant dans le même centre financier et b) prenant en compte, le cas échéant, la résiliation de la transaction intervenue antérieurement à la date de valeur ou de livraison prévue.
5. Les parties conviennent que le calcul de la somme nette aux termes des points 3 et 4 du présent additif constitue une estimation raisonnable des pertes encourues.

ANNEX 2c

Master Netting Agreement governed by German law
(for use with Counterparties incorporated in Germany; drafted in the German language)

EZB-AUFRECHNUNGSVERTRAG
(„MASTER NETTING AGREEMENT“)

vom:

zwischen

der Europäischen Zentralbank, Kaiserstraße 29, D-60311 Frankfurt am Main, Deutschland (im nachfolgenden „EZB“) und

.....

(im nachfolgenden „Vertragspartner“)

1. Anwendungsbereich dieses Vertrags

- 1.1. Der Zweck dieses Vertrages (im Folgenden: „Vertrag“) besteht darin, die Verrechnung aller bestehenden Positionen aus allen offenen Geschäften zwischen der EZB und dem Vertragspartner zu ermöglichen. Der Vertrag schließt Geschäfte ein, die die EZB über Stellvertreter (z. B. Teilnehmerzentralbanken) abschließt. Er umfasst auch ferner alle diejenigen Geschäfte, die über die Hauptverwaltung oder eine unselbständige Zweigniederlassung des Vertragspartners mit der EZB abgeschlossen werden. Der Vertrag berücksichtigt ferner alle sonst zwischen den Parteien bestehenden Rahmenverträge oder sonstigen Vereinbarungen, die Aufrechnungsklauseln enthalten, sowie zwingende gesetzliche Vorschriften mit ähnlichen Wirkungen.
- 1.2. Unter einem Aufrechnungsvertrag (Netting Agreement) im Sinne dieses Vertrags (im Folgenden: „Aufrechnungsvertrag“) sind alle die zwischen den Parteien getroffenen (einschließlich dieses Vertrags sowie der im Anhang 1 zum Vertrag aufgeführten) Vereinbarungen in ihrer jeweiligen Fassung zu verstehen, die Klauseln enthalten, wonach im Fall eines wichtigen Grundes (event of default) insbesondere eine vorzeitige Beendigung eintritt oder eine Kündigung ausgesprochen werden kann (im folgenden: „Beendigung oder Kündigung aus wichtigem Grund“); ferner muss dort vereinbart sein, dass infolge einer Beendigung oder Kündigung Geschäfte oder Verpflichtungen fällig bzw. in verrechenbare, fällige Forderungen umgewandelt werden, die anschließend zusammengefasst, ver- oder aufgerechnet werden mit der Folge, dass lediglich ein einziger Nettosaldo durch eine der beiden Parteien geschuldet wird.

2. Allgemeines

- 2.1. Für alle Geschäfte, die die Parteien nach Unterzeichnung dieses Vertrags tätigen (im Folgenden „Einzelabschlüsse“), gelten die nachfolgenden Bestimmungen, sofern die Parteien im Einzelabschluss nichts Abweichendes vereinbaren.
- 2.2. Die Parteien sind sich darüber einig, dass dieser Vertrag in seiner jeweiligen Fassung, alle Einzelabschlüsse, die von diesem Vertrag erfasst werden, und die aus Aufrechnungsverträgen resultierenden Nettosalden ein einheitliches Vertragsverhältnis bilden.
- 2.3. Die Vertragsparteien sichern zu, dass sie den Vertrag in eigenem Namen abgeschlossen haben und alle Einzelabschlüsse ebenfalls in eigenem Namen tätigen werden.

3. Vertragswährung („base currency“)

Vertragswährung ist der US-Dollar oder jede andere Währung, die die Parteien vereinbaren. Die Umrechnung von auf andere Währungen lautenden Beträgen in die Vertragswährung erfolgt jeweils zum täglichen Referenzkurs, den die EZB für die umzurechnende Währung veröffentlicht oder, hilfsweise, zum jeweiligen Marktkurs, zu dem die EZB an diesem Geschäftstag den umzurechnenden Währungsbetrag gegen die Vertragswährung kaufen oder verkaufen kann.

4. Vertragsübergreifendes Kündigungs- oder Beendigungsrecht aus wichtigem Grund

Sofern die EZB ein Kündigungs- oder Beendigungsrecht aus wichtigem Grund im Rahmen eines Aufrechnungsvertrags (sowie auch gemäß Anhang 2 zu diesem Vertrag) hat, erstreckt sich dieses Recht auch auf jeden anderen Aufrechnungsvertrag, auch wenn nach den dortigen Vereinbarungen ein vergleichbarer Kündigungs- oder Beendigungsgrund noch nicht gegeben ist.

5. Allumfassende Aufrechnungsvereinbarung („global netting“)

- 5.1. Sollte eine Beendigung oder Kündigung aus wichtigem Grund stattfinden, wird die EZB unverzüglich die aus den jeweiligen Aufrechnungsverträgen (sowie auch aus Anhang 2 zu diesem Vertrag) resultierenden Nettosalden errechnen und diese, nach Umrechnung in die Vertragswährung, zu einer einzigen Forderung oder Verbindlichkeit zusammenfassen mit der Folge, dass nurmehr dieser Betrag zwischen den Parteien geschuldet wird.
- 5.2. Z. 5.1 gilt ungeachtet dessen, dass Klauseln in Aufrechnungsverträgen (einschließlich Anhang 2 zu diesem Vertrag) nach dem jeweils anwendbaren Recht nicht wirksam bzw. nichtig sind.

6. Erklärungen und andere Mitteilungen

Alle Erklärungen, Weisungen und andere Mitteilungen im Rahmen dieses Vertrags sind nur dann wirksam, wenn sie in Schriftform oder in elektronischer Form übermittelt werden und der Gegenseite auch zugegangen sind.

7. Teilbarkeit

Sollte eine Bestimmung dieses Vertrags (einschließlich des Anhangs 2) ganz oder teilweise unwirksam sein oder werden, bleiben die übrigen Bestimmungen wirksam. An Stelle der unwirksamen Bestimmungen tritt eine wirksame Regelung, die dem wirtschaftlichen Zweck mit der unwirksamen Bestimmung soweit wie möglich Rechnung trägt.

8. Abtretungsverbot

Die Rechte und Pflichten aus dem Vertrag darf der Vertragspartner weder abtreten noch in sonstiger Weise hierüber verfügen.

9. Anwendbares Recht und Gerichtsstand

9.1. Dieser Vertrag unterliegt dem Recht der Bundesrepublik Deutschland.

9.2. Nicht ausschließlicher Gerichtsstand ist Frankfurt am Main.

Europäische Zentralbank**Vertragspartner**

Name _____

Name _____

Titel _____

Titel _____

Ort, Datum _____

Ort, Datum _____

*Anlage 1***Liste der Aufrechnungsverträge**

1. Rahmenvertrag für Finanztermingeschäfte
2. Rahmenvertrag für echte Pensionsgeschäfte
3. ISDA Master Agreement (Multicurrency-Cross Border 1992)
4. The Bond Market Association Master Repurchase Agreement
5. PSA-ISMA Global Master Repurchase Agreement
6. Convention-cadre AFB relative aux opérations de marché à terme
7. Convention-cadre AFB relative aux opérations de pension livrée

*Anlage 2***Geschäfte, die keinem Aufrechnungsvertrag unterliegen:**

1. Vorschriften dieses Anhangs finden Anwendung auf solche Einzelabschlüsse zwischen den Parteien, die von keinem anderen Aufrechnungsvertrag erfasst werden.
2. Sofern
 - (a) eine Beendigung oder Kündigung aus wichtigem Grund nach Maßgabe eines Aufrechnungsvertrags eintritt oder
 - (b) ein Beendigungs- oder Kündigungsgrund nach Maßgabe eines Aufrechnungsvertrags vorliegt, der zur Beendigung führen oder zur Kündigung durch die EZB berechtigen würde, sofern Einzelabschlüsse im Rahmen dieses Aufrechnungsvertrags getätigt worden wären, (im Folgenden: „beendigendes Ereignis im Sinne dieses Anhangs“)und die EZB eine Kündigung im Hinblick auf diesen Anhang ausgesprochen hat, dann können alle unter diesen Anhang fallenden Einzelabschlüsse gemäß den Punkten 3 und 4 dieses Anhangs durch eine schriftliche Mitteilung der EZB an den Vertragspartner beendet und abgerechnet werden, sofern diese Einzelabschlüsse Verpflichtungen enthalten, die im Zeitpunkt des Wirksamwerdens der Beendigung oder Kündigung noch nicht fällig sind. Die Hauptpflichten aus diesen Einzelgeschäften erlöschen, vorbehaltlich der nachfolgenden Punkte 3 und 4 dieses Anhangs.
3. Sollte eine Beendigung oder Kündigung gemäß Punkt 2 dieses Anhangs eintreten, wird die EZB unverzüglich die beiderseitigen Ansprüche ermitteln und hierbei, sofern erforderlich, den aus jedem Einzelabschluss für die EZB resultierenden Gewinn oder Verlust ermitteln, der sich aus der vorzeitigen Kündigung oder Beendigung an dem Tag ergibt, an dem die Kündigung oder Beendigung wirksam wird; sie wird ferner diese Positionen gegebenenfalls in die Vertragswährung umrechnen. Die EZB fasst dann diese Forderungen und Verbindlichkeiten zu einer einzigen Forderung oder Verbindlichkeit zusammen mit der Folge, dass nurmehr dieser Betrag zwischen den Parteien geschuldet wird.
4. Zur Ermittlung der Gewinne und Verluste der EZB aus den jeweiligen Einzelabschlüssen wird die EZB, vorbehaltlich des anwendbaren Rechtes, eine für beide Seiten angemessene Berechnungsmethode verwenden, die a), soweit möglich und vorhanden, auf den von mindestens vier bedeutenden Marktteilnehmern an dem maßgeblichen Finanzplatz gestellten Kursen oder Preisen beruht und b) hierbei in Rechnung stellt, dass die Beendigung oder Kündigung des jeweiligen Einzelabschlusses vorzeitig stattgefunden hat.

ANNEX 2d

Master Netting Agreement governed by New York law**(for use with Counterparties incorporated in the United States of America; drafted in the English language)****MASTER NETTING AGREEMENT**

Dated as of:

Between:

European Central Bank, Kaiserstrasse 29, D-60311 Frankfurt am Main, Germany (hereinafter referred to as the ECB), and

[Counterparty] whose [address] [registered place of business] is at [address] (hereinafter referred to as the Counterparty)

1. Scope of agreement

- 1.1. The purpose of this Agreement (hereinafter referred to as the Agreement) is to ensure that the ECB is able to net all existing positions under all outstanding transactions made between the ECB and the Counterparty, regardless of any agent or agents authorised to act on behalf of the ECB through whom the transactions giving rise to those positions may have been effected, including the central bank of any Member State of the European Union which has adopted the euro as its currency, and regardless of which office (including the head office and all branches) of the Counterparty may be involved in such transactions, and after taking into account the effect of any existing netting provisions in master or other agreements between the ECB and the Counterparty and/or provisions of mandatory law that operate with similar effect that may apply to certain of such transactions.
- 1.2. In this Agreement, a 'netting agreement' means any agreement for the time being in effect between the Parties (and including, without limitation, this Agreement and agreements of the kind listed in Appendix 1 to this Agreement), including such modifications and additions thereto as may be agreed between the ECB and the Counterparty (hereinafter referred to as the Parties), from time to time, which contains provisions to the effect that, should any event of default as defined for the purposes of such agreement occur, there may be an early termination, liquidation, closing-out or acceleration of transactions or obligations under transactions or any analogous event (a 'default termination') and the respective obligations of the parties under such agreement may be combined, aggregated or netted against each other so as to produce a single net balance payable by one Party to the other.

2. General

- 2.1. All transactions of whatever nature (hereinafter referred to as transactions) entered into between the ECB and the parties at any time after the date of this Agreement shall be governed by this Agreement, unless the parties specifically agree otherwise.
- 2.2. The parties acknowledge that the terms of this Agreement, all transactions governed by this Agreement, any amendments to the terms of such transactions, and the single net balance payable under any netting agreement constitute a single business and contractual relationship and arrangement.
- 2.3. Each party represents and warrants to the other that it is a financial institution for purposes of the US Deposit Insurance Corporation Improvement Act of 1991 (hereinafter referred to as FDICIA), and the parties agree that this Agreement shall be a netting contract, as defined in FDICIA, and that each receipt or payment obligation under the Agreement shall be a covered contractual payment entitlement or covered contractual payment obligation respectively, as defined in and subject to FDICIA.
- 2.4. The Counterparty has entered into this Agreement as principal and represents and warrants that it has entered and shall enter into all transactions as principal.
- [2.5.] The Counterparty represents and warrants to, and covenants and agrees with the ECB, that:
- (a) it has the power to execute and deliver this Agreement and any other documentation relating to this Agreement to which it is a party and that it is required to deliver; it has the power to perform its obligations under this Agreement and any obligations under any netting agreement to which it is a party; it has taken all necessary action to authorise such execution, delivery and performance, including authorisations required under the US Federal Deposit Insurance Act, as amended, including amendments effected by the US Federal Institutions Reform, Recovery and Enforcement Act of 1989, and under any agreement, writ, decree or order entered into with a party's supervisory authorities; and
- (b) at all times during the term of this Agreement, it will continuously include and maintain as part of its official written books and records this Agreement, the netting agreements and evidence of all necessary authorisations] ⁽¹⁾.
- [2.5.] [2.6.] This Agreement is supplemental to the netting agreements entered into between the parties prior to the date of this Agreement, and all further netting agreements and transactions entered into between the Parties after the date of this Agreement shall be supplemental to this Agreement.

⁽¹⁾ Representation to be used where the Counterparty is a US depository institution.

3. **Base currency**

The base currency for the purposes of this Agreement shall be the US dollar or, at the ECB's option, any other currency. Wherever it is necessary in accordance with the terms of this Agreement to convert amounts into the base currency, such amounts shall be converted at the daily reference rate published by the ECB for the currency to be converted into the base currency or, in the absence of such reference rate, at the rate of exchange at which the ECB can buy or sell, as appropriate, such amounts with or against the base currency on such day, all as determined by the ECB.

4. **Cross acceleration**

Should any default termination occur under any netting agreement (including under Appendix 2 to this Agreement), then the ECB shall have the right to declare, by written notice to the Counterparty, that a default termination has occurred under each other netting agreement in respect of which default termination has not occurred in accordance with the provisions thereof.

5. **Global netting**

5.1. Should a default termination occur, the ECB shall, as soon as is reasonably practicable, take an account of what is due from each party to the other under each netting agreement (including under Appendix 2 of this Agreement) in respect of which default termination has occurred and aggregate the sums due from each party to the other under such netting agreements (including under Appendix 2 to this Agreement), in every case in or converted into the base currency, and only the net balance of the account shall be payable by the party owing the larger aggregate sum.

5.2. Clause 5.1 shall continue to operate to the extent possible notwithstanding the unenforceability under applicable law of any provisions contained in any netting agreement (including under Appendix 2 to this Agreement).

6. **Notices and other communications**

All notices, instructions and other communications to be given under this Agreement shall be effective only upon receipt and shall be made in writing (including by electronic means).

7. **Severability**

Each provision contained herein (including, without limitation, Appendix 2 to this Agreement) shall be treated as separate from any other provision herein and shall be enforceable notwithstanding the unenforceability of any such other provision.

8. **Non-assignability**

The rights and obligations of the Counterparty under this Agreement may not be assigned, charged, pledged or otherwise transferred or dealt with by the Counterparty.

9. **Governing law and jurisdiction**

9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

9.2. For the benefit of the ECB, the Counterparty hereby irrevocably submits for all purposes of or in connection with this Agreement to the jurisdiction of the District Court (*Landgericht*) of Frankfurt am Main, Germany. Nothing in this clause 9 shall limit the right of the ECB to take proceedings before the courts of any other country of competent jurisdiction.

European Central Bank

[Name of Counterparty] ⁽²⁾

By _____

By _____

Title _____

Title _____

[Address for the service of notices under this Agreement]

Date _____

Date _____

⁽²⁾ In the case of US depository institution counterparties, to be executed by a bank officer at the level of Vice President or higher.

*Appendix 1***Netting agreements**

1. ISDA Master Agreement (Multicurrency-Cross Border 1992)
2. The Bond Market Association Master Repurchase Agreement
3. PSA-ISMA Global Master Repurchase Agreement
4. Convention-cadre AFB relative aux opérations de marché à terme
5. Convention-cadre AFB relative aux opérations de pension livrée
6. Rahmenvertrag für Finanztermingeschäfte
7. Rahmenvertrag für echte Pensionsgeschäfte

*Appendix 2***Transactions not subject to any netting agreement**

1. The provisions of this Appendix apply to transactions entered into between the Parties that are not effectively subject to any other netting agreement.
 2. Should:
 - (a) a default termination occur under any netting agreement, or
 - (b) an event that is defined as an event of default or other analogous event under any netting agreement occur, which event would, assuming there were outstanding transactions under any such netting agreement, result in, or entitle the ECB to take steps which would result in, a default termination under such netting agreement,(any such event under (a) or (b) above is referred to in this Appendix as an 'event of default'), then all transactions to which this Appendix applies (but not less than all, unless any such transaction may not be so closed out under applicable law) under which obligations have or would otherwise have fallen due by or after the date of such event of default (the 'close out date') may by notice in writing from the ECB to the Counterparty be liquidated and closed-out as described under paragraphs 3 and 4 of this Appendix, and the ECB shall, without prejudice to paragraphs 3 and 4 of this Appendix, not be obliged to make any further payments or deliveries under any such transactions.
 3. Should liquidation and close-out under paragraph 2 of this Appendix occur, the ECB shall, as soon as is reasonably practicable, take an account of what is due from each Party to the other, including, as necessary, determining in respect of each transaction the ECB's total gain or loss, as the case may be, resulting from the liquidation and close-out of such transaction as at the date of such liquidation and close-out, in every case in or converted into the base currency. The ECB shall then aggregate such gains and losses and only the balance of the account shall be payable by the Counterparty, if the aggregate losses exceed the aggregate gains, or by the ECB, if the aggregate gains exceed the aggregate losses.
 4. In determining in respect of each transaction the ECB's total gain or loss, the ECB shall, subject to applicable law, use a commercially reasonable method of calculation which (a) is based on, to the extent practicable and available, quotations from at least four leading dealers in the relevant market operating in the same financial centre, and (b) takes into account, where applicable, the liquidation and close-out of such transaction earlier than its scheduled value date or delivery date.
 5. The Parties agree that the calculation of the net sum under paragraphs 3 and 4 of this Appendix is a reasonable pre-estimate of losses suffered.
-

ANNEX 3

STANDARD AGREEMENTS FOR COLLATERALISED AND OVER-THE-COUNTER DERIVATIVES OPERATIONS

1. All collateralised operations involving the foreign reserve assets of the ECB comprising repurchase agreements, reverse repurchase agreements, buy/sell-back agreements and sell/buy-back agreements shall be documented under the following standard agreements, in such form as may be approved or amended by the ECB from time to time: for Counterparties located in France, the 'Convention-cadre AFB relative aux opérations de pension livrée'; for Counterparties located in Germany, the 'Rahmenvertrag für echte Pensionsgeschäfte'; for Counterparties located outside France and Germany and not incorporated in the United States, the 'PSA/ISMA Global Master Repurchase Agreement'; and for Counterparties incorporated in the United States of America, 'The Bond Market Association Master Repurchase Agreement'.
 2. All over-the-counter derivative operations involving the foreign reserve assets of the ECB shall be documented under the following standard agreements, in such form as may be approved or amended by the ECB from time to time: for Counterparties located in France, the 'Convention-cadre AFB relative aux opérations de marché à terme'; for Counterparties located in Germany, the 'Rahmenvertrag für echte Finanztermingeschäfte'; for Counterparties located outside France and Germany and not incorporated in the United States, the '1992 International Swaps and Derivatives Association Master Agreement' (Multicurrency — cross-border, English law version); and for Counterparties incorporated in the United States of America, the '1992 International Swaps and Derivatives Association Master Agreement' (Multicurrency — cross-border, New York law version).
-