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I

(Acts whose publication is obligatory)

**COMMISSION REGULATION (EC) No 1072/2003
of 23 June 2003
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 1947/2002 ⁽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 24 June 2003.

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

Done at Brussels, 23 June 2003.

For the Commission
J. M. SILVA RODRÍGUEZ
Agriculture Director-General

⁽¹⁾ OJ L 337, 24.12.1994, p. 66.

⁽²⁾ OJ L 299, 1.11.2002, p. 17.

ANNEX

to the Commission Regulation of 23 June 2003 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	58,0
	999	58,0
0707 00 05	052	88,5
	999	88,5
0709 90 70	052	69,6
	999	69,6
0805 50 10	382	54,0
	388	56,7
	400	50,6
	528	67,6
	999	57,2
0808 10 20, 0808 10 50, 0808 10 90	388	75,4
	400	98,8
	508	85,0
	512	78,6
	524	46,9
	528	57,9
	720	118,3
	800	148,7
	804	104,1
	999	90,4
0809 10 00	052	250,1
	624	236,6
	999	243,3
0809 20 95	052	284,2
	060	115,5
	064	218,7
	068	164,8
	094	197,7
	400	263,5
	999	207,4
0809 30 10, 0809 30 90	052	115,0
	999	115,0
0809 40 05	052	210,1
	624	184,6
	999	197,3

⁽¹⁾ Country nomenclature as fixed by Commission Regulation (EC) No 2020/2001 (OJ L 273, 16.10.2001, p. 6). Code '999' stands for 'of other origin'.

COMMISSION REGULATION (EC) No 1073/2003
of 23 June 2003
on the supply of cereals as food aid

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1292/96 of 27 June 1996 on food-aid policy and food-aid management and special operations in support of food security ⁽¹⁾, as modified by Regulation (EC) No 1726/2001 of the European Parliament and of the Council ⁽²⁾, and in particular Article 24(1)(b) thereof,

Whereas:

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

under Council Regulation (EC) No 1292/96 as Community food aid ⁽³⁾. It is necessary to specify the time limits and conditions of supply to determine the resultant costs,

HAS ADOPTED THIS REGULATION:

Article 1

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

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

Article 2

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

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

Done at Brussels, 23 June 2003.

For the Commission

Franz FISCHLER

Member of the Commission

⁽¹⁾ OJ L 166, 5.7.1996, p. 1.

⁽²⁾ OJ L 234, 1.9.2001, p. 10.

⁽³⁾ OJ L 346, 17.12.1997, p. 23.

ANNEX

LOT A

1. **Action No:** 106/02
2. **Beneficiary** ^(?): Eritrea
3. **Beneficiary's representative:** Eritrean Relief and Refugees Commission, Asmara, Eritrea; Mr Ibrahim Said, Director-General of Relief and Logistics; tel. (291-1) 18 22 22, fax 18 29 70
4. **Country of destination:** Eritrea
5. **Product to be mobilised:** common wheat
6. **Total quantity (tonnes net):** 10 000
7. **Number of lots:** 1 in 3 parts (A1: 4 234 tonnes; A2: 2 952 tonnes; A3: 2 814 tonnes)
8. **Characteristics and quality of the product** ⁽³⁾ ⁽⁵⁾: see OJ C 312, 31.10.2000, p. 1 (A.1)
9. **Packaging** ⁽⁷⁾: see OJ C 267, 13.9.1996, p. 1 (1.0 A 1.c, 2.c and B.3)
10. **Labelling or marking** ⁽⁶⁾: see OJ C 114, 29.4.1991, p. 1 (II.A(3))
 - Language to be used for the markings: English
 - Supplementary markings: —
11. **Method of mobilisation of the product:** the Community market
12. **Specified delivery stage** ⁽⁸⁾: free at destination
13. **Alternative delivery stage:** free at port of shipment — fob stowed
14. a) **Port of shipment:** —
b) **Loading address:** —
15. **Port of landing:** —
16. **Place of destination:** ERREC warehouse: Keren (A1); Massawa (A2); Asmara (A3)
 - port or warehouse of transit: Massawa
 - overland transport route: —
17. **Period or deadline of supply at the specified stage:**
 - first deadline: 7.9.2003
 - second deadline: 21.9.2003
18. **Period or deadline of supply at the alternative stage:**
 - first deadline: 21 to 31.7.2003
 - second deadline: 4 to 17.8.2003
19. **Deadline for the submission of tenders (at 12 noon, Brussels time):**
 - first deadline: 8.7.2003
 - second deadline: 22.7.2003
20. **Amount of tendering guarantee:** EUR 5 per tonne
21. **Address for submission of tenders and tendering guarantees** ⁽¹⁾: M. Vestergaard, Commission européenne; Bureau: L130 7/46, B-1049 Brussels; Telex: 25670 AGREC B; fax (32-2) 296 70 03/296 70 04
22. **Export refund** ⁽⁴⁾: refund applicable on 18.6.2003, fixed by Commission Regulation (EC) No 916/2003 (OJ L 130, 27.5.2003, p. 8).

LOT B

1. **Action No:** 5/03
2. **Beneficiary** ^(?): Eritrea
3. **Beneficiary's representative:** Eritrean Relief and Refugees Commission, Asmara, Eritrea; Mr Ibrahim Said, Director-General of Relief and Logistics; tel. (291-1) 18 22 22, fax 18 29 70
4. **Country of destination:** Eritrea
5. **Product to be mobilised:** common wheat
6. **Total quantity (tonnes net):** 21 250
7. **Number of lots:** 1 in 4 parts (B1: 8 166 tonnes; B2: 5 694 tonnes; B3: 5 427 tonnes; B4: 1 963 tonnes)
8. **Characteristics and quality of the product** ⁽³⁾ ⁽⁵⁾: see OJ C 312, 31.10.2000, p. 1 (A.1)
9. **Packaging** ⁽⁷⁾: see OJ C 267, 13.9.1996, p. 1 (1.0 A 1.c, 2.c and B.3)
10. **Labelling or marking** ⁽⁶⁾: see OJ C 114, 29.4.1991, p. 1 (II.A(3))
 - Language to be used for the markings: English
 - Supplementary markings: —
11. **Method of mobilisation of the product:** the Community market
12. **Specified delivery stage** ⁽⁸⁾: free at destination
13. **Alternative delivery stage:** free at port of shipment — fob stowed
14. a) **Port of shipment:** —
b) **Loading address:** —
15. **Port of landing:** —
16. **Place of destination:** ERREC warehouse: Keren (B1); Massawa (B2); Asmara (B3); Assab (B4)
 - port or warehouse of transit: Massawa (B1+B3)
 - overland transport route: —
17. **Period or deadline of supply at the specified stage** ⁽⁹⁾:
 - first deadline: 8.9 to 5.10.2003
 - second deadline: 22.9 to 19.10.2003
18. **Period or deadline of supply at the alternative stage:**
 - first deadline: 11 to 17.8.2003
 - second deadline: 25 to 31.8.2003
19. **Deadline for the submission of tenders (at 12 noon, Brussels time):**
 - first deadline: 8.7.2003
 - second deadline: 22.7.2003
20. **Amount of tendering guarantee:** EUR 5 per tonne
21. **Address for submission of tenders and tendering guarantees** ⁽¹⁾: M. Vestergaard, Commission européenne; Bureau: L130 7/46, B-1049 Brussels; Telex: 25670 AGREC B; fax (32-2) 296 70 03/296 70 04
22. **Export refund** ⁽⁴⁾: refund applicable on 18.6.2003, fixed by Commission Regulation (EC) No 916/2003 (OJ L 130, 27.5.2003, p. 8).

Notes:

- (¹) Supplementary information: Torben Vestergaard (tel. (32-2) 299 30 50; fax (32-2) 296 20 05).
 - (²) The supplier shall contact the beneficiary or its representative as soon as possible to establish which consignment documents are required.
 - (³) The supplier shall deliver to the beneficiary a certificate from an official entity certifying that for the product to be delivered the standards applicable, relative to nuclear radiation, in the Member State concerned, have not been exceeded. The radioactivity certificate must indicate the caesium-134 and -137 and iodine-131 levels.
 - (⁴) Commission Regulation (EC) No 2298/2001 (OJ L 308, 27.11.2001, p. 16), is applicable as regards the export refund. The date referred to in Article 2 of the said Regulation is that indicated in point 22 of this Annex.
 - (⁵) The supplier shall supply to the beneficiary or its representative, on delivery, the following document:
 - phytosanitary certificate.
 - (⁶) Notwithstanding OJ C 114 of 29 April 1991, point II.A(3)(c) or II.B(3)(c) is replaced by the following: 'the words "European Community"'.
 - (⁷) Since the goods may be rebagged, the supplier must provide 2 % of empty bags of the same quality as those containing the goods, with the marking followed by a capital 'R'.
 - (⁸) In addition to the provisions of Article 14(3) of the Regulation (EC) No 2519/97, vessels chartered shall not appear on any of the four most recent quaternary lists of detained vessels as published by the Paris Memorandum of Understanding on Port State Control (Council Directive 95/21/EC (OJ L 157, 7.7.1995, p. 1)).
 - (⁹) The final subparagraph of Article 14(14) of Regulation (EC) No 2519/97.
-

Before the Commission can award the supply contract, it needs various items of information about the tenderer concerned (in particular the bank account to be credited). These details are contained in a form available on the Internet at the following website:

http://europa.eu.int/comm/budget/execution/ftiers_fr.htm.

If these details are missing, the tenderer designated as the supplier may not invoke the time limit for notification referred to in Article 9(4) of Regulation (EC) No 2519/97.

You should therefore include the above form with your bid after filling in the required details.

COMMISSION REGULATION (EC) No 1074/2003

of 23 June 2003

opening an invitation to tender for the allocation of A3 export licences for fruit and vegetables
(tomatoes, oranges, table grapes, apples)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 2200/96 of 28 October 1996 on the common organisation of the market in fruit and vegetables ⁽¹⁾, as last amended by Commission Regulation (EC) No 47/2003 ⁽²⁾, and in particular the third subparagraph of Article 35(3),

Whereas:

- (1) Commission Regulation (EC) No 1961/2001 ⁽³⁾, as last amended by Regulation (EC) No 1176/2002 ⁽⁴⁾, lays down the detailed rules of application for export refunds on fruit and vegetables.
- (2) Article 35(1) of Regulation (EC) No 2200/96 provides that, to the extent necessary for economically significant exports, the products exported by the Community may be covered by export refunds, within the limits resulting from agreements concluded in accordance with Article 300 of the Treaty.
- (3) Under Article 35(2) of Regulation (EC) No 2200/96, care must be taken to ensure that the trade flows previously brought about by the refund scheme are not disrupted. For this reason and because exports of fruit and vegetables are seasonal in nature, the quantities scheduled for each product should be fixed, based on the agricultural product nomenclature for export refunds established by Commission Regulation (EEC) No 3846/87 ⁽⁵⁾, as last amended by Regulation (EC) No 118/2003 ⁽⁶⁾. These quantities must be allocated taking account of the perishability of the products concerned.
- (4) Article 35(4) of Regulation (EC) No 2200/96 provides that refunds must be fixed in the light of the existing situation or outlook for fruit and vegetable prices on the Community market and supplies available on the one hand, and prices on the international market on the other hand. Account must also be taken of the transport and marketing costs and of the economic aspect of the exports planned.

- (5) In accordance with Article 35(5) of Regulation (EC) No 2200/96, prices on the Community market are to be established in the light of the most favourable prices from the export standpoint.
- (6) The international trade situation or the special requirements of certain markets may call for the refund on a given product to vary according to its destination.
- (7) Tomatoes, oranges, table grapes and apples of classes Extra, I and II of the common quality standards can currently be exported in economically significant quantities.
- (8) In order to ensure the best use of available resources and in view of the structure of Community export, it is appropriate to proceed by an open invitation to tender and to fix the indicative refund amount and the scheduled quantities for the period concerned.
- (9) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for Fresh Fruit and Vegetables,

HAS ADOPTED THIS REGULATION:

Article 1

1. An invitation to tender for the allocation of A3 export licences is hereby opened. The products concerned, the tender submission period, the indicative refund rates and the scheduled quantities are fixed in the Annex hereto.
2. The licences issued in respect of food aid as referred to in Article 16 of Commission Regulation (EC) No 1291/2000 ⁽⁷⁾ shall not count against the eligible quantities in the Annex hereto.
3. Notwithstanding the application of Article 5(6) of Regulation (EC) No 1961/2001, the term of validity of the A3 licences shall be three months.

Article 2

This Regulation shall enter into force on 1 July 2003.

⁽¹⁾ OJ L 297, 21.11.1996, p. 1.⁽²⁾ OJ L 7, 11.1.2003, p. 64.⁽³⁾ OJ L 268, 9.10.2001, p. 8.⁽⁴⁾ OJ L 170, 29.6.2002, p. 69.⁽⁵⁾ OJ L 366, 24.12.1987, p. 1.⁽⁶⁾ OJ L 20, 24.1.2003, p. 3.⁽⁷⁾ OJ L 152, 24.6.2000, p. 1.

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

Done at Brussels, 23 June 2003.

For the Commission

Franz FISCHLER

Member of the Commission

ANNEX

to Commission Regulation of 23 June 2003 opening an invitation to tender for the allocation of A3 export licences for fruit and vegetables (tomatoes, oranges, table grapes, apples)

Tender submission period: 1 July to 2 July 2003.

Product code ⁽¹⁾	Destination ⁽²⁾	Indicative refund amount (EUR/t net)	Scheduled quantity (t)
0702 00 00 9100	F08	21	1 874
0805 10 10 9100 0805 10 30 9100 0805 10 50 9100	F00	21	615
0806 10 10 9100	F00	21	6 627
0808 10 20 9100 0808 10 50 9100 0808 10 90 9100	F04, F09	19	2 566

⁽¹⁾ The product codes are defined in Commission Regulation (EEC) No 3846/87 (OJ L 366, 24.12.1987, p. 1).

⁽²⁾ The 'A' series destination codes are defined in Annex II to Regulation (EEC) No 3846/87.

The numeric destination codes are set out in Commission Regulation (EC) No 2020/2001 (OJ L 273, 16.10.2001, p. 6).

The other destinations are defined as follows:

F00: All destinations except Estonia.

F03: All destinations except Switzerland and Estonia.

F04: Hong Kong, Singapore, Malaysia, Sri Lanka, Indonesia, Thailand, Taiwan, Papua New Guinea, Laos, Cambodia, Vietnam, Japan, Uruguay, Paraguay, Argentina, Mexico, Costa Rica.

F08: All destinations except Slovakia, Latvia, Lithuania, Bulgaria and Estonia.

F09: The following destinations:

— Norway, Iceland, Greenland, Faeroe Islands, Poland, Hungary, Romania, Albania, Bosnia and Herzegovina, Croatia, Slovenia, Former Yugoslav Republic of Macedonia, Serbia and Montenegro, Malta, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Uzbekistan, Ukraine, Saudi Arabia, Bahrain, Qatar, Oman, United Arab Emirates (Abu Dhabi, Dubai, Sharjah, Ajman, Umm al Qalwain, Ras al Khaimah and Fujairah), Kuwait, Yemen, Syria, Iran, Jordan, Bolivia, Brazil, Venezuela, Peru, Panama, Ecuador and Colombia,

— African countries and territories except South Africa,

— destinations referred to in Article 36 of Commission Regulation (EC) No 800/1999 (OJ L 102, 17.4.1999, p. 11).

COMMISSION REGULATION (EC) No 1075/2003**of 23 June 2003****fixing the weighting coefficients to be used in calculating the Community market price for pig carcasses for the 2003/04 marketing year**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EEC) No 2759/75 of 29 October 1975 on the common organisation of the market in pigmeat ⁽¹⁾, as last amended by Regulation (EC) No 1365/2000 ⁽²⁾, and in particular Article 4(6) thereof,

Whereas:

- (1) The Community market price for pig carcasses, as referred to in Article 4(2) of Regulation (EEC) No 2759/75, must be established by weighting the prices recorded in each Member State by coefficients expressing the relative size of the pig population of each Member State.
- (2) These coefficients should be determined on the basis of the number of pigs counted at the beginning of December each year in accordance with Council Directive 93/23/EEC of 1 June 1993 on the statistical surveys to be carried out on pig production ⁽³⁾, as last amended by Directive 97/77/EC ⁽⁴⁾.

- (3) In view of the results of the census of December 2002, new weighting coefficients should be set for the 2003/04 marketing year and Commission Regulation (EC) No 903/2002 should be repealed ⁽⁵⁾.

- (4) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for Pigmeat,

HAS ADOPTED THIS REGULATION:

Article 1

The weighting coefficients referred to in Article 4(2) of Regulation (EEC) No 2759/75 shall be as specified in the Annex hereto.

Article 2

Regulation (EC) No 903/2002 is hereby repealed.

Article 3

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

It shall apply from 1 July 2003.

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

Done at Brussels, 23 June 2003.

For the Commission

Franz FISCHLER

Member of the Commission

⁽¹⁾ OJ L 282, 1.11.1975, p. 1.

⁽²⁾ OJ L 156, 29.6.2000, p. 5.

⁽³⁾ OJ L 149, 21.6.1993, p. 1.

⁽⁴⁾ OJ L 10, 16.1.1998, p. 28.

⁽⁵⁾ OJ L 142, 31.5.2002, p. 23.

ANNEX

Weighting coefficients to be used in calculating the Community market price for pig carcasses for the 2003/04 marketing year

Article 4(2) of Regulation (EEC) No 2759/75

Belgium	5,4
Denmark	10,6
Germany	21,6
Greece	0,7
Spain	19,1
France	12,5
Ireland	1,5
Italy	7,5
Luxembourg	0,1
Netherlands	9,2
Austria	2,7
Portugal	1,9
Finland	1,2
Sweden	1,6
United Kingdom	4,4

COMMISSION REGULATION (EC) No 1076/2003**of 23 June 2003****determining the quantity of certain products in the milk and milk products sector available for the second half of 2003 under quotas opened by the Community on the basis of an import licence alone**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1255/1999 of 17 May 1999 on the common organisation of the market in milk and milk products ⁽¹⁾, as last amended by Commission Regulation (EC) No 509/2002 ⁽²⁾,

Having regard to Commission Regulation (EC) No 2535/2001 of 14 December 2001 laying down detailed rules for applying Council Regulation (EC) No 1255/1999 as regards the import arrangements for milk and milk products and opening tariff quotas ⁽³⁾, as last amended by Regulation (EC) No 787/2003 ⁽⁴⁾, and in particular Article 16(2) thereof,

Whereas:

When import licences were allocated for the first half of 2003 for certain quotas referred to in Regulation (EC) No 2535/2001, applications for licences covered quantities less than those available for the products concerned. As a result,

the quantity available for each quota for the period 1 July to 31 December 2003 should be fixed, taking account of the unallocated quantities resulting from Commission Regulation (EC) No 135/2003 ⁽⁵⁾ determining the extent to which the applications for import licences submitted in January 2003 for certain dairy products under certain tariff quotas opened by Regulation (EC) No 2535/2001 can be accepted,

HAS ADOPTED THIS REGULATION:

Article 1

The quantities available for the period 1 July to 31 December 2003 for the second half of the year of importation of certain quotas referred to in Regulation (EC) No 2535/2001 shall be as set out in the Annex.

Article 2

This Regulation shall enter into force on 24 June 2003.

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

Done at Brussels, 23 June 2003.

For the Commission

J. M. SILVA RODRÍGUEZ

Agriculture Director-General

⁽¹⁾ OJ L 160, 26.6.1999, p. 48.

⁽²⁾ OJ L 79, 3.2.2002, p. 15.

⁽³⁾ OJ L 341, 22.12.2001, p. 29.

⁽⁴⁾ OJ L 115, 9.5.2003, p. 18.

⁽⁵⁾ OJ L 22, 25.1.2003, p. 20.

ANNEX

Quantities available for the period 1 July to 31 December 2003

ANNEX I. B

10. Products originating in Slovenia

Quota number	Quantities (t)
09.4086	750
09.4087	750
09.4088	225

ANNEX I. C

Products originating in ACP countries

Quota number	Quantities (t)
09.4026	1 000
09.4027	1 000

ANNEX I. D

Products originating in Turkey

Quota number	Quantities (t)
09.4101	1 340

ANNEX I. E

Products originating in South Africa

Quota number	Quantities (t)
09.4151	5 750

ANNEX I. G

Products originating in Jordan

Quota number	Quantities (t)
09.4159	100

COMMISSION REGULATION (EC) No 1077/2003**of 23 June 2003****fixing Community producer and import prices for carnations and roses with a view to the application of the arrangements governing imports of certain floricultural products originating in Cyprus, Israel, Jordan, Morocco and the West Bank and the Gaza Strip**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

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

Whereas:

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

Gaza Strip ⁽³⁾, as last amended by Regulation (EC) No 2062/97 ⁽⁴⁾, those prices are determined for fortnightly periods on the basis of weighted prices provided by the Member States. Those prices should be fixed immediately so the customs duties applicable can be determined. To that end, provision should be made for this Regulation to enter into force immediately,

HAS ADOPTED THIS REGULATION:

Article 1

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

Article 2

This Regulation shall enter into force on 24 June 2003.

It shall apply from 25 June to 8 July 2003.

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

Done at Brussels, 23 June 2003.

For the Commission

J. M. SILVA RODRÍGUEZ

Agriculture Director-General

⁽¹⁾ OJ L 382, 31.12.1987, p. 22.

⁽²⁾ OJ L 177, 5.7.1997, p. 1.

⁽³⁾ OJ L 72, 18.3.1988, p. 16.

⁽⁴⁾ OJ L 289, 22.10.1997, p. 1.

ANNEX

to the Commission Regulation of 23 June 2003 fixing Community producer and import prices for carnations and roses with a view to the application of the arrangements governing imports of certain floricultural products originating in Cyprus, Israel, Jordan, Morocco and the West Bank and the Gaza Strip

(EUR/100 pieces)

Period: from 25 June to 8 July 2003

Community producer price	Uniflorous (bloom) carnations	Multiflorous (spray) carnations	Large-flowered roses	Small-flowered roses
	16,65	13,59	20,22	11,32
Community import prices	Uniflorous (bloom) carnations	Multiflorous (spray) carnations	Large-flowered roses	Small-flowered roses
Israel	—	—	6,90	7,63
Morocco	12,09	11,17	—	—
Cyprus	—	—	—	—
Jordan	—	—	—	—
West Bank and Gaza Strip	—	—	—	—

COMMISSION DIRECTIVE 2003/60/EC

of 18 June 2003

amending the Annexes to Council Directives 76/895/EEC, 86/362/EEC, 86/363/EEC and 90/642/EEC as regards the fixing of maximum levels for certain pesticide residues in and on cereals, foodstuffs of animal origin and certain products of plant origin, including fruit and vegetables

(Text with EEA relevance)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Directive 76/895/EEC of 23 November 1976 relating to the fixing of maximum levels for pesticide residues in and on fruit and vegetables ⁽¹⁾, as last amended by Commission Directive 2002/79/EC ⁽²⁾, and in particular Article 5 thereof,

Having regard to Council Directive 86/362/EEC of 24 July 1986 on the fixing of maximum levels for pesticide residues in and on cereals ⁽³⁾, as last amended by Directive 2002/79/EC, and in particular Article 10 thereof,

Having regard to Council Directive 86/363/EEC of 24 July 1986 on the fixing of maximum levels for pesticide residues in and on foodstuffs of animal origin ⁽⁴⁾, as last amended by Directive 2002/79/EC, and in particular Article 10 thereof,

Having regard to Council Directive 90/642/EEC of 27 November 1990 on fixing of maximum levels for pesticide residues in and on certain products of plant origin including fruit and vegetables ⁽⁵⁾, as last amended by Commission Directive 2002/100/EC ⁽⁶⁾, and in particular Article 7 thereof,

Having regard to Council Directive 91/414/EEC of 15 July 1991 concerning the placing of plant protection products on the market ⁽⁷⁾, as last amended by Commission Directive 2003/39/EC ⁽⁸⁾, and in particular Article 4(1)(f) thereof,

Whereas:

(1) The existing active substances amitrole, diquat, isoproturon and ethofumesate, were included in Annex I to Council Directive 91/414/EEC by Commission Directives 2001/21/EC ⁽⁹⁾, 2002/18/EC ⁽¹⁰⁾ and 2002/37/EC ⁽¹¹⁾, respectively.

(2) The new active substances fenhexamid, acibenzolar-S-methyl, cyclanilide, pyraflufen-ethyl, iprovalicarb, prosulfuron, sulfosulfuron, cinidon-ethyl, cyhalofop butyl, famoxadone, florasulam, metalaxyl-M, picolinafen and flumioxazine were included in Annex I to Council Directive 91/414/EEC by Commission Directives 2001/28/EC ⁽¹²⁾, 2001/87/EC ⁽¹³⁾, 2002/48/EC ⁽¹⁴⁾, 2002/64/EC ⁽¹⁵⁾ and 2002/81/EC ⁽¹⁶⁾.

(3) The inclusion in Annex I to Directive 91/414/EEC of the active substances concerned was based on the assessment of the information submitted concerning the proposed use. Information relating to this use has been submitted by certain Member States in accordance with Article 4(1)(f) of Directive 91/414/EEC. The information available has been reviewed and is sufficient to allow certain maximum residue levels (MRLs) to be fixed.

(4) Where no Community MRL or provisional MRL exists, Member States are to establish a national provisional MRL in accordance with Article 4(1)(f) of Directive 91/414/EEC before plant protection products containing these active substances may be authorised.

(5) For the active substances chlorfenapyr, fentin acetate and fentin hydroxide decisions were taken not to include them in Annex I to Directive 91/414/EEC by Commission Decision 2001/697/EC ⁽¹⁷⁾, 2002/478/EC ⁽¹⁸⁾ and 2002/479/EC ⁽¹⁹⁾, respectively. These Decisions provided that plant protection products containing these active substances shall no longer be authorised for use in the Community. It is therefore necessary to add all of the pesticide residues arising from use of these plant protection products to the Annexes to Directives 86/362/EEC, 86/363/EEC and 90/642/EEC to allow for proper surveillance and control of the prohibition of their uses and to protect the consumer.

(6) In order to allow legitimate expectations to be fulfilled for existing stocks of pesticides to be used, the Commission non-inclusion Decisions allowed a phasing-out period, and it is appropriate that MRLs premised on the notion that use of the substance concerned is not authorised in the Community, should not apply until the end of the phasing-out period applying to that substance.

⁽¹⁾ OJ L 340, 9.12.1976, p. 26.

⁽²⁾ OJ L 291, 28.10.2002, p. 1.

⁽³⁾ OJ L 221, 7.8.1986, p. 37.

⁽⁴⁾ OJ L 221, 7.8.1986, p. 43.

⁽⁵⁾ OJ L 350, 14.12.1990, p. 71.

⁽⁶⁾ OJ L 2, 7.1.2003, p. 33.

⁽⁷⁾ OJ L 230, 19.8.1991, p. 1.

⁽⁸⁾ OJ L 124, 20.5.2003, p. 30.

⁽⁹⁾ OJ L 69, 10.3.2001, p. 17.

⁽¹⁰⁾ OJ L 55, 26.2.2002, p. 29.

⁽¹¹⁾ OJ L 117, 4.5.2002, p. 10.

⁽¹²⁾ OJ L 113, 24.4.2001, p. 5.

⁽¹³⁾ OJ L 276, 19.10.2001, p. 17.

⁽¹⁴⁾ OJ L 148, 6.6.2002, p. 19.

⁽¹⁵⁾ OJ L 189, 18.7.2002, p. 27.

⁽¹⁶⁾ OJ L 276, 12.10.2002, p. 28.

⁽¹⁷⁾ OJ L 249, 19.9.2001, p. 19.

⁽¹⁸⁾ OJ L 164, 22.6.2002, p. 41.

⁽¹⁹⁾ OJ L 164, 22.6.2002, p. 43.

- (7) Community MRLs and the levels recommended by the *Codex Alimentarius* are fixed and evaluated following similar procedures. There are a limited number of *Codex* MRLs for diquat and fentin (-acetate or -hydroxide). These have been considered in the setting of the MRLs fixed in this Directive. *Codex* MRLs that will be recommended for withdrawal in the near future were not taken into account. The MRLs based on *Codex* MRLs having been evaluated in the light of the risks for the consumers, no risk was established when using the toxicological end points based on the studies available to the Commission.
- (8) With respect to the inclusion in or exclusion from Annex I to Directive 91/414/EEC of the active substances concerned, the related technical and scientific evaluations were finalised in the form of Commission review reports. The assessment reports for the substances mentioned were finalised on the dates as mentioned in the Commission Directives cited under (1) and (2) and in the Commission Decisions cited under (5). These reports fixed the acceptable daily intake (ADI) and, if necessary, the acute reference dose (ARfD) for the substances concerned. The lifetime exposure of consumers to food products treated with the active substance concerned has been assessed and evaluated in accordance with Community procedures. Account has also been taken of guidelines published by the World Health Organisation⁽¹⁾ and the opinion of the Scientific Committee for Plants⁽²⁾ on the methodology employed. It is concluded that MRLs proposed will not lead to those ADIs or ARfD being exceeded.
- (9) In order to ensure that the consumer is adequately protected from exposure to residues resulting from unauthorised uses of plant protection products, provisional MRLs should be set for the relevant product/pesticide combinations at the lower limit of analytical determination.
- (10) The setting at Community level of such provisional MRLs does not prevent the Member States from establishing provisional MRLs for the substances in this Directive in accordance with Article 4(1)(f) of Directive 91/414/EEC and Annex VI thereto. It is considered that a period of four years is sufficient to permit further uses of the active substance concerned. The provisional MRL should then become definitive.
- (11) It is therefore necessary to add all of the pesticide residues arising from use of these plant protection products to the Annexes to Directives 86/362/EEC, 86/363/EEC and 90/642/EEC to allow for proper surveillance and control of the prohibition of their uses and to protect the consumer. The Annexes to Directives 86/362/EEC, 86/363/EEC and 90/642/EEC should therefore be amended accordingly.
- (12) To establish maximum levels of pesticide residues for diquat at Community level it is necessary to transfer provisions from Directive 76/895/EEC to Directives 86/362/EEC, 86/363/EEC and 90/642/EEC, delete these provisions in Directive 76/895/EEC and amend some of these provisions in the light of technical and scientific progress as well as changes in uses and authorisations at national and Community level.
- (13) This Directive is in accordance with the opinion of the Standing Committee on the Food Chain and Animal Health,

HAS ADOPTED THIS DIRECTIVE:

Article 1

In Annex II to Directive 76/895/EEC the entries relating to diquat shall be deleted.

Article 2

The maximum pesticide residue levels as shown in Annex I to this Directive are added to Part A of Annex II to Directive 86/362/EEC:

Article 3

The maximum pesticide residue levels as shown in Annex II and III to this Directive are added to Annex II A and B to Directive 86/363/EEC.

Article 4

The maximum pesticide residue levels as shown in Annex IV to this Directive are added to Annex II to Directive 90/642/EEC.

Article 5

Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by 30 June 2003 at the latest except for the provisions for fentin hydroxide, fentin acetate and chlorfenapyr, which shall be brought into force by 30 June 2004. They shall forthwith inform the Commission thereof.

They shall apply these provisions with effect from 1 July 2003, except for the provisions for fentin hydroxide, fentin acetate and chlorfenapyr, which they shall apply by 1 July 2004.

⁽¹⁾ Guidelines for predicting dietary intake of pesticide residues (revised), prepared by the GEMS/Food Programme in collaboration with the Codex Committee on Pesticide Residues, published by the World Health Organisation 1997 (WHO/FSF/FOS/97.7).

⁽²⁾ Opinion of the Scientific Committee on Plants regarding questions relating to amending the Annexes to Directives 86/362/EEC, 86/363/EEC and 90/642/EEC (opinion expressed by the Scientific Committee on Plants, 14 July 1998) (http://europa.eu.int/comm/food/fs/sc/index_en.html).

When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.

Article 6

This Directive shall enter into force on the 20th day following that of its publication in the *Official Journal of the European Union*.

Article 7

This Directive is addressed to the Member States.

Done at Brussels, 18 June 2003.

For the Commission

David BYRNE

Member of the Commission

ANNEX I

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)							
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxadone	florasulam	flumioxazine	metalaxy1-M	picolinafen	iprovalicarb
CEREALS	0,1 (*) (p)	0,02 (*) (p)	0,02 (*) (p)	0,01 (*)	0,05 (*) (p)	0,02 (*) (p)	0,05 (*) (p)	0,05 (*) (p)
Barley			0,2 (p)					
Buckwheat								
Maize			0,02 (*) (p)					
Millet								
Oats								
Rice			0,02 (*) (p)					
Rye								
Sorghum								
Triticale								
Wheat								
Cereals others			0,1 (p)					

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)							
	prosulfuron	sulfosulfuron	fenhexamid	acibenzolar-S-methyl	cyclanilide	pyraflufen-ethyl	amitrole	diquat
CEREALS	0,02 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,01 (*) (p)	
Barley								10 (p)
Buckwheat								
Maize								1 (p)
Millet								1 (p)
Oats								2 (p)
Rice								
Rye								

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)							
	prosulfuron	sulfosulfuron	fenhexamid	acibenzolar-S-methyl	cyclanilide	pyraflufen-ethyl	amitrole	diquat
Sorghum								
Triticale								
Wheat								
Cereals others								0,05 (*) (p)

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)				
	isoproturon	ethofumesate (sum of ethofumesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulphonate expressed as ethofumesate)	chlorfenapyr	fentin acetate	fentin hydroxide
CEREALS	0,05 (*) (p)	0,05 (*) (p)	0,05 (*)	0,05 (*)	0,05 (*)
Barley					
Buckwheat					
Maize					
Millet					
Oats					
Rice					
Rye					
Sorghum					
Triticale					
Wheat					
Cereals others					

(*) indicates lower limit of analytical determination.

(p) indicates provisional maximum residue level in accordance with Article 4(1)(f) of Directive 91/414/EEC: unless amended, this level will become definitive with effect from 14 July 2007.

ANNEX II

Maximum levels in mg/kg (ppm)			
Pesticide residues	Of fat contained in meat, preparations of meat, offal and animal fats listed in Annex I under CN codes ex 0201, 0202, 0203, 0204, 0205 00 00, 0206, 0207, ex 0208, 0209 00, 0210, 1601 00 and 1602 ⁽¹⁾ ⁽⁴⁾	For cow's milk and whole cream cow's milk listed in Annex I under CN code 0401: for other foodstuffs in CN codes 0401, 0402, 0405 00 and 0406 in accordance with ⁽²⁾ ⁽⁴⁾	Of shelled fresh eggs, for bird's eggs and egg yolks listed in Annex I under CN codes 0407 00 and 0408 ⁽³⁾ ⁽⁴⁾
cyclanide	0,01 (*) (p)	0,01 (*) (p)	0,01 (*) (p)

(*) indicates lower limit of analytical determination.

(p) indicates provisional maximum residue level in accordance with Article 4(1)(f) of Directive 91/414/EEC: unless amended, this level will become definitive with effect from 14 July 2007.

⁽¹⁾ In the case of foodstuffs with a fat content of 10 % or less by weight, the residue is related to the total weight of the boned foodstuff. In such cases, the maximum level is one-tenth of the value related to fat content, but must be no less than 0,01 mg/kg.

⁽²⁾ In determining the residues in raw cow's milk and whole cream cow's milk, a fat content of 4 % by weight should be taken as a basis. For raw milk and whole cream milk of another animal origin, the residues are expressed on the basis of the fat.

For the other foodstuffs listed in Annex I under CN codes 0401, 0402, 0405 00, and 0406:

— with a fat content of less than 2 % by weight, the maximum level is taken as half that set for raw milk and whole cream milk,

— with a fat content of 2 % or more by weight, the maximum level is expressed in mg/kg of fat. In such cases, the maximum level is 25 times that set for raw milk and whole cream milk.

⁽³⁾ For eggs and egg products with a fat content higher than 10 %, the maximum level is expressed in mg/kg fat. In this case, the maximum level is 10 times higher than the maximum level for fresh eggs.

⁽⁴⁾ Footnotes ⁽¹⁾, ⁽²⁾ and ⁽³⁾ do not apply in cases where the lower limit of analytical determination is indicated.

ANNEX III

Pesticide residues	Maximum levels in mg/kg (ppm)		
	Of meat, including fat, preparations of meat, offal and animal fats listed in Annex I under CN codes ex 0201, 0202, 0203, 0204, 0205 00 00, 0206, 0207, ex 0208, 0209 00, 0210, 1601 00 and 1602	For milk and milk products listed in Annex I under CN codes 0401, 0402, 0405 00 and 0406	Of shelled fresh eggs, for bird's eggs and egg yolks listed in Annex I under CN codes 0407 00 and 0408
famoxadone	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)
sulfosulfuron	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)
fenhexamid	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)
acibenzolar-S-methyl	0,02 (*) (p)	0,02 (*) (p)	0,02 (*) (p)
diquat	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)
isoproturon	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)
ethofumesate (sum of ethofumesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulphonate expressed as ethofumesate)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)

(*) indicates lower limit of analytical determination.

(p) indicates provisional maximum residue level in accordance with Article 4(1)(f) of Directive 91/414/EEC: unless amended, this level will become definitive with effect from 14 July 2007.

ANNEX IV

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxazine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picol-nafen	iprovali-carb	prosulfuron	sulfosulfuron	fenhex-amid	acibenzolar-S-methyl	cyclanide	pyraflufen-ethyl	amitrole	diquat	isoproturon	ethofumesate (sum of ethofumesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxobenzofuran-5-yl methane sulphate expressed as ethofumesate)	chlorfenapyr	fentin acetate	fentin hydroxide
1. Fruit, fresh, dried or uncooked, preserved by freezing, not containing added sugar; nuts	0,05 (*) (p)	0,02 (*) (p)			0,05 (*) (p)		0,05 (*) (p)		0,02 (*) (p)	0,05 (*) (p)			0,05 (*) (p)			0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,05 (*)	0,05 (*)	0,05 (*)
(i) CITRUS FRUIT			0,02 (*) (p)	0,01 (*) (p)		0,5 (p)		0,05 (*) (p)			0,05 (*) (p)	0,02 (*) (p)		0,02 (*) (p)	0,01 (*) (p)						
Grapefruit																					
Lemons																					
Limes																					
Mandarins (including clementines and other hybrids)																					
Oranges																					
Pomelos																					
Others																					
(ii) TREE NUTS (shelled or unshelled)			0,02 (*) (p)	0,1 (*) (p)		0,02 (*) (p)		0,05 (*) (p)			0,05 (*) (p)			0,1 (*) (p)	0,01 (*) (p)						
Almonds																					
Brazil nuts																					
Cashew nuts																					
Chestnuts																					
Coconuts																					
Hazelnuts												0,1 (*) (p)									
Macadamia																					

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofu-mesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
Pecans																					
Pine nuts																					
Pistachios																					
Walnuts																					
Others												0,02 (*) (p)									
(iii) POME FRUIT			0,02 (*) (p)	0,01 (*) (p)		0,02 (*) (p)		0,05 (*) (p)			0,05 (*) (p)			0,02 (*) (p)	0,01 (*) (p)						
Apples																					
Pears												0,02 (*) (p)									
Quinces																					
Others												0,02 (*) (p)									
(iv) STONE FRUIT			0,02 (*) (p)	0,01 (*) (p)		0,02 (*) (p)		0,05 (*) (p)				0,02 (*) (p)		0,02 (*) (p)	0,01 (*) (p)						
Apricots																					
Cherries											5 (p)										
Peaches (including nectarines and similar hybrids)																					

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofu-mesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
Plums											2 (p)										
Others											0,05 (*) (p)										
(v) BERRIES AND SMALL FRUIT				0,01 (*) (p)								0,02 (*) (p)		0,02 (*) (p)	0,01 (*) (p)						
(a) Table and wine grapes			2 (p)			1 (p)		2 (p)			5 (p)										
Table grapes																					
Wine grapes																					
(b) Strawberries (other than wild)			0,02 (*) (p)			0,3 (p)		0,05 (*) (p)			5 (p)										
(c) Cane fruit (other than wild)			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)			10 (p)										
Blackberries																					
Dewberries																					
Loganberries																					
Raspberries																					
Others																					

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofu-mesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
(d) Other small fruit and berries (other than wild)			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)													
Bilberries											5 (p)										
Cranberries																					
Currants (red, black and white)											5 (p)										
Gooseberries											5 (p)										
Others											0,05 (*) (p)										
(e) Wild berries and wild fruit			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)			0,05 (*) (p)										
(vi) MISCELLANEOUS			0,02 (*) (p)	0,01 (*) (p)		0,02 (*) (p)		0,05 (*) (p)						0,02 (*) (p)							
Avocados																					
Bananas												0,1 (p)									
Dates																					
Figs																					

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofu-mesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
Kiwi											10 (p)										
Kumquats																					
Litchis																					
Mangoes												0,5 (p)									
Olives															0,05 (p)						
Passion fruit																					
Pineapples																					
Papaya																					
Others											0,05 (*) (p)	0,02 (*) (p)			0,01 (*) (p)						
2. Vegetables, fresh or uncooked, frozen or dry	0,05 (*) (p)	0,02 (*) (p)		0,01 (*) (p)	0,05 (*) (p)		0,05 (*) (p)		0,02 (*) (p)	0,05 (*) (p)			0,05 (*) (p)	0,02 (*) (p)	0,01 (*) (p)		0,05 (*) (p)	0,05 (*) (p)	0,05 (*)	0,05 (*)	0,05 (*)
(i) ROOT AND TUBER VEGETABLES			0,02 (*) (p)								0,05 (*) (p)	0,02 (*) (p)				0,05 (*) (p)					
Beetroot																		0,1 (p)			
Carrots						0,1 (p)															

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of consti-tuent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofu-mesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
Celeriac																					
Horseradish																					
Jerusalem artichokes																					
Parsnips																					
Parsley root																					
Radishes																					
Salsify																					
Sweet potatoes																					
Swedes																					
Turnips																					
Yam																					
Others						0,02 (*) (p)												0,05 (*) (p)			
(ii) BULB VEGETABLES			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)			0,05 (*) (p)	0,02 (*) (p)				0,05 (*) (p)		0,05 (*) (p)			
Garlic																					
Onions																					
Shallots																					
Spring onions																					
Others																					

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofumesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
(iii) FRUITING VEGE-TABLES																0,05 (*) (p)		0,05 (*) (p)			
(a) Solanacea																					
Tomatoes			0,2 (p)			0,2 (p)		1			1 (p)	1 (p)									
Peppers						0,5 (p)															
Aubergines			0,2 (p)																		
Others			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)			0,05 (*) (p)	0,02 (*) (p)									
(b) Cucurbits — edible peel											0,05 (*) (p)	0,02 (*) (p)									
Cucumbers			0,2 (p)			0,5 (p)		0,1													
Gherkins								0,1													
Courgettes			0,2 (p)					0,1													
Others			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)													
(c) Cucurbits — in-edible peel											0,05 (*) (p)	0,02 (*) (p)									
Melons			0,3 (p)			0,05 (p)		0,1													

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofumesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
Squashes																					
Watermelons						0,05 (p)		0,1													
Others			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)													
(d) Sweet corn			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)			0,05 (*) (p)	0,02 (*) (p)									
(iv) BRASSICA VEGE-TABLES			0,02 (*) (p)					0,05 (*) (p)			0,05 (*) (p)	0,02 (*) (p)				0,05 (*) (p)		0,05 (*) (p)			
(a) Flowering brassica																					
Broccoli						0,05 (p)															
Cauliflower						0,05 (p)															
Others						0,02 (*) (p)															
(b) Head brassica																					
Brussels sprouts																					
Head cabbage						0,05 (p)															
Others						0,02 (*) (p)															

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofumesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
(c) Leafy brassica																					
Chinese cabbage																					
Kale						0,2 (p)															
Others						0,02 (*) (p)															
(d) Kohlrabi						0,02 (*) (p)															
(v) LEAF VEGETABLES AND FRESH HERBS			0,02 (*) (p)								0,05 (*) (p)	0,02 (*) (p)				0,05 (*) (p)		0,05 (*) (p)			
(a) Lettuce and similar																					
Cress																					
Lamb's lettuce																					
Lettuce						2 (p)		1 (p)													
Scarole								1 (p)													
Others						0,02 (*) (p)		0,05 (*) (p)													

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of consti-tuent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofu-mesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
(b) Spinach and similar								0,05 (*) (p)													
Spinach						0,05 (p)															
Beet leaves (chard)																					
Others						0,02 (*) (p)															
(c) Water cress						0,02 (*) (p)		0,05 (*) (p)													
(d) Witloof						0,3 (p)		0,05 (*) (p)													
(e) Herbs						0,02 (*) (p)		0,05 (*) (p)													
Chervil																					
Chives																					
Parsley																					
Celery leaves																					
Others																					

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofumesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
(vi) LEGUME VEGETABLES (fresh)			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)			0,05 (*) (p)	0,02 (*) (p)				0,05 (*) (p)		0,05 (*) (p)			
Beans (with pods)																					
Beans (without pods)																					
Peas (with pods)																					
Peas (without pods)																					
Others																					
(vii) STEM VEGETABLES (fresh)			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)			0,05 (*) (p)	0,02 (*) (p)				0,05 (*) (p)		0,05 (*) (p)			
Asparagus																					
Cardoons																					
Celery																					
Fennel																					
Globe artichokes																					
Leek																					
Rhubarb																					
Others																					

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofu-mesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
(viii) FUNGI			0,02 (*) (p)			0,02 (*) (p)		0,05 (*) (p)			0,05 (*) (p)	0,02 (*) (p)				0,05 (*) (p)		0,05 (*) (p)			
(a) Cultivated mushrooms																					
(b) Wild mushrooms																					
3. Pulses	0,05 (*) (p)	0,02 (*) (p)	0,02 (*) (p)	0,01 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,01 (*) (p)		0,05 (*) (p)	0,05 (*) (p)	0,05 (*)	0,05 (*)	0,05 (*)
Beans																0,2 (p)					
Lentils																					
Peas																0,2 (p)					
Others																0,05 (*) (p)					
4. Oil seed	0,1 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,05 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,05 (*) (p)		0,05 (*) (p)	0,02 (*) (p)		0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)
Linseed																5 (p)					
Peanuts																					
Poppy seeds																					
Sesame seeds																					

Groups and examples of individual products to which the MRLs apply	Pesticide residues and maximum residue levels (mg/kg)																				
	cinidon-ethyl (sum of cinidon-ethyl and its E-isomer)	cyhalofop butyl (sum of cyhalofop butyl and its free acids)	famoxa-done	flora-sulam	flumioxaz-ine	meta-laxyl-M including other mixtures of constituent isomers (sum of isomers)	picoli-nafen	iprovali-carb	prosul-furon	sulfosul-furon	fenhex-amid	aciben-zolar-S-methyl	cyclanide	pyra-flufen-ethyl	amitrole	diquat	isopro-turon	ethofumesate (sum of ethofumesate and the metabolite 2,3-dihydro-3,3-dimethyl-2-oxo-benzofuran-5-yl methane sulpho-nate expressed as ethofumesate)	chlorfe-napyr	fentin acetate	fentin hydro-xide
Sunflower seed																					
Rape seed																					
Soya bean																0,5 (p)					
Mustard seed																					
Cotton seed													0,2 (p)								
Others													0,05 (*) (p)			0,1 (*) (p)					
5. Potatoes	0,05 (*) (p)	0,02 (*) (p)	0,02 (*) (p)	0,01 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,01 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,05*	0,05*	0,05*
Early potatoes																					
Ware potatoes																					
6. Tea (leaves and stems, dried, fermented or otherwise, from the leaves of <i>Camellia sinensis</i>)	0,1 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,05 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,05 (*) (p)	0,1 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*)	0,1 (*)	0,1 (*)
7. Hops (dried), including hop pellets and unconcentrated powder	0,1 (*) (p)	0,05 (*) (p)	0,05 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	10 (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,05 (*) (p)	0,1 (*) (p)	0,05 (*) (p)	0,02 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*) (p)	0,1 (*)	0,1 (*)	0,1 (*)

(*) indicates lower limit of analytical determination

(p) indicates provisional maximum residue level in accordance with Article 4(1)(f) of Directive 91/414/EEC: unless amended, this level will become definitive with effect from 14 July 2007.

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 19 May 2003

on the signing on behalf of the European Community and provisional application of a Framework Agreement on a Multilateral Nuclear Environmental Programme in the Russian Federation and its Protocol on Claims, Legal Proceedings and Indemnification and approving the conclusion by the Commission on behalf of the European Atomic Energy Community of the abovementioned Agreement and its Protocol

(2003/462/EC)

THE COUNCIL OF THE EUROPEAN UNION,

HAS DECIDED AS FOLLOWS:

Having regard to the Treaty establishing the European Community, and in particular Article 181a(3) second sentence, in conjunction with Article 300(2) first sentence thereof,

Having regard to the Treaty establishing the European Atomic Energy Community, and in particular Article 101, paragraph 2 thereof,

Having regard to the proposal from the Commission,

Whereas:

(1) The Commission has participated on behalf of the Community in the negotiations on a Framework Agreement on a Multilateral Nuclear Environmental Programme in the Russian Federation (MNEPR) and a Protocol on Claims, Legal Proceedings and Indemnification, with the Russian Federation.

(2) The Commission and the Member States concerned should coordinate their positions prior to the meetings of the MNEPR Committee.

(3) Subject to its conclusion, the Agreement and its Protocol should be signed on behalf of the European Community.

(4) The conclusion, by the Commission of the Agreement and its Protocol, on behalf of the European Atomic Energy Community, should be approved,

Article 1

The signing of the Framework Agreement and its Protocol on a Multilateral Nuclear Environmental Programme in the Russian Federation and its Protocol on Claims, Legal Proceedings and Indemnification is hereby approved on behalf of the European Community, subject to the Council Decision concerning the conclusion of the said Agreement.

The texts of the Agreement and its Protocol are attached to this Decision.

Article 2

The conclusion by the Commission on behalf of the European Atomic Energy Community of the Framework Agreement and its Protocol is hereby approved.

Article 3

The Commission shall represent the Community in the Committee referred to in Article 4 of the Agreement (MNEPR Committee).

Article 4

The President of the Council is hereby authorised to designate the person(s) empowered to sign, on behalf of the Community, the Framework Agreement and its Protocol, subject to its conclusion.

Article 5

The Agreement and its Protocol shall be applied on a provisional basis from the date of its signature, pending its entry into force.

Done at Brussels, 19 May 2003.

For the Council

The President

G. PAPANDREOU

FRAMEWORK AGREEMENT
on a Multilateral Nuclear Environmental Programme in the Russian Federation

THE GOVERNMENT OF THE KINGDOM OF BELGIUM,
THE GOVERNMENT OF THE KINGDOM OF DENMARK,
THE GOVERNMENT OF THE REPUBLIC OF FINLAND,
THE GOVERNMENT OF THE FRENCH REPUBLIC,
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY,
THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS,
THE GOVERNMENT OF THE KINGDOM OF NORWAY,
THE GOVERNMENT OF THE RUSSIAN FEDERATION,
THE GOVERNMENT OF THE KINGDOM OF SWEDEN,
THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,
THE GOVERNMENT OF THE UNITED STATES OF AMERICA,
THE EUROPEAN COMMUNITY, AND
THE EUROPEAN ATOMIC ENERGY COMMUNITY
(hereinafter referred to as the Parties),

NOTING the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management of 29 September 1997 (hereinafter referred to as the Joint Convention);

NOTING that the Joint Convention stipulates that spent fuel and radioactive waste within military or defence programmes should be managed in accordance with the objectives stated in that Convention even though they are excluded from it except as provided in Article 3 thereof;

NOTING also the Convention on Nuclear Safety of 20 September 1994;

RECALLING the importance the Joint Convention attaches to international cooperation in enhancing the safety of spent fuel and radioactive waste management through bilateral and multilateral mechanisms;

REAFFIRMING the importance the Parties attach to the principles embodied in relevant international conventions on nuclear liability for the provision of international assistance in this field;

RECOGNISING the work of the Contact Expert Group for International Radwaste Projects established under the auspices of the International Atomic Energy Agency to deal with issues regarding international cooperation in radioactive waste management and related issues in the Russian Federation, and its contribution to the development of a comprehensive International Action Plan;

DESIRING to facilitate practical cooperation to enhance the safety of spent fuel and radioactive waste management in the Russian Federation, in particular through the implementation of projects in the Russian Federation that may be identified by the Contact Expert Group for International Radwaste Projects;

RECALLING the Declaration of Principles by members and observers of the Barents Euro-Arctic Council representing Denmark, Finland, France, Germany, Iceland, Italy, the Netherlands, Norway, Poland, the Russian Federation, Sweden, the United Kingdom and the United States regarding the Multilateral Nuclear Environmental Programme in the Russian Federation signed at Bodø (Norway) on 5 March 1999 in which the participants declared their readiness to negotiate a multilateral framework agreement covering the necessary conditions for the provision of international assistance in this field;

HAVE AGREED AS FOLLOWS:

Article 1

Multilateral Nuclear Environmental Programme in the Russian Federation (MNEPR)

1. The Parties hereby establish a framework to facilitate cooperation in the area of safety of spent nuclear fuel and radioactive waste management in the Russian Federation. This framework shall be referred to as the 'Multilateral Nuclear Environmental Programme in the Russian Federation' (MNEPR). The MNEPR shall apply to projects undertaken between Contributors and Recipients or any other form of cooperation agreed by them. It may also apply to projects or any other form of cooperation in other areas of nuclear activities, including nuclear safety, if so agreed by the Parties concerned.

2. The Parties shall seek to avoid duplication of Assistance activities and to ensure that such activities are complementary to activities under other multilateral or bilateral funds, agreements, mechanisms or arrangements.

Article 2

Definitions

For the purposes of this Agreement the following terms shall have the following meanings:

Technical aid (assistance):	Any form of gratuitous aid and/or contribution provided under this Agreement or under any Implementing Agreement, or otherwise agreed to by the Russian Party and the Contributing Party or Parties (hereinafter referred to as Assistance).
Contributor:	Any Party other than the Russian Party or any entity authorised by such Party to provide Assistance under the MNEPR.
Recipient:	The Russian Party or any other Russian entity authorised by the Russian Party to serve as beneficiary of Assistance and partner for the realisation of a project under the MNEPR.
Implementing Agreement:	An agreement between one or more Recipients and one or more Contributors for the provision of Assistance for the realisation of a project under the MNEPR.

Article 3

Modes of cooperation under the MNEPR

1. Assistance under the MNEPR may be provided through:
 - (a) implementing Agreements between one or more Recipients and any one of the Contributors (Bilateral mode);
 - (b) implementing Agreements between one or more Recipients and several Contributors whereby a common financing arrangement will not be established (Multilateral simple mode);
 - (c) implementing Agreements between one or more Recipients and several Contributors whereby a common financing arrangement will be established (Multilateral funding mode); or
 - (d) any other mechanism agreed by the Recipient(s) and Contributor(s) concerned.
2. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to all Assistance provided under paragraph 1 of this Article. The provisions of this Agreement may also apply to activities undertaken before its entry into force if so agreed by the Parties involved in those activities.
3. The provision of Assistance by the Contributors under this Agreement shall be subject to the availability of appropriated funds.

Article 4

MNEPR Committee

1. To facilitate cooperation and to exchange information under the MNEPR, the Parties hereby establish the MNEPR Committee. The MNEPR Committee shall be composed of one authorised official/governmental representative of each of the Parties, who shall also serve as a contact point for all questions of relevance to the MNEPR.
2. The MNEPR Committee may:
 - discuss the development and implementation of projects and any other form of cooperation under this Agreement,
 - discuss relevant activities under other bilateral or multilateral agreements or arrangements,
 - coordinate funding for projects under Article 3.1(c),
 - identify obstacles and problems encountered in the implementation of projects, and make recommendations regarding their resolution,
 - establish working groups as required for the functioning of the MNEPR Committee,
 - discuss and make recommendations on other matters relevant to the operation of MNEPR activities, and

- invite States, intergovernmental organisations or regional economic integration organisations being subject to public international law to accede in accordance with Article 16.
- 3. The MNEPR Committee shall adopt its Rules of Procedure.
- 4. The MNEPR Committee shall elect two co-chairpersons for 12 month periods from among representatives of the Parties, one from among the Contributing Parties and one representing the Russian Party.
- 5. The MNEPR Committee may decide to admit as observers any interested State, intergovernmental organisation or regional economic integration organisation being subject to public international law not party to this Agreement. Where a coordinator has been designated according to Article 5, that coordinator shall be admitted as an observer to meetings of the MNEPR Committee, where relevant.
- 6. Decisions and recommendations of the MNEPR Committee shall be made by consensus.

Article 5

Coordinator of multilateral funding under the MNEPR

1. The Contributing Parties to a common financing arrangement, as referred to in Article 3.1(c), may designate a coordinator for such an arrangement.
2. The rights and obligations of the Contributing Parties under this Agreement apply equally to the coordinator where the coordinator performs activities on behalf of the contributors.

Article 6

Specific undertakings

1. The Parties shall promote activities necessary for the implementation of projects under the MNEPR.
2. The Russian Party shall ensure the prompt issuance of, *inter alia*, licences, permits, approvals and the prompt customs clearances necessary for the efficient implementation of projects. The Russian Party shall ensure the provision of data and information necessary for the implementation of specific projects within the framework of this Agreement. The Russian Party shall grant access to sites and facilities necessary for the implementation of specific projects within the framework of this Agreement. Should such access be restricted according to the provisions of the legislation of the Russian Federation, mutually acceptable procedures shall be developed in the Implementing Agreements. The Implementing Agreements shall also define the procedures for, and the scope of, the information to be transferred.
3. The provision of Assistance shall be complemented by Russian resources. Such resources may be contributed in-kind or otherwise for the implementation of projects under the MNEPR.

Article 7

Claims, legal proceedings and indemnification

1. This Agreement is supplemented by a Protocol containing provisions on claims, legal proceedings and indemnification in respect of claims against Contributors and their personnel or contractors, subcontractors, consultants, suppliers or subsuppliers of equipment, goods and services at any tier and their personnel, for any loss or damage of whatsoever nature arising from activities undertaken pursuant to this Agreement.
2. The Protocol and its Annex shall not apply to any Party that does not become a party to the Protocol.
3. Any Party that does not become a party to the Protocol may conclude with the Russian Party a separate agreement covering claims, legal proceedings and indemnification in respect of claims for any loss or damage of whatsoever nature arising from activities undertaken pursuant to this Agreement.

Article 8

Use and retransfer of Assistance

1. Unless the written consent of the Contributor has first been obtained, the Recipient shall not transfer title to, or possession of, any Assistance provided pursuant to this Agreement to any entity, other than an officer, employee or agent of that Contributor or that Recipient and shall not permit the use of such Assistance for purposes other than those for which it has been furnished.
2. The Russian Party shall take all reasonable measures within its power to ensure the security of, ensure the appropriate use of, and prevent the unauthorised transfer of Assistance provided pursuant to this Agreement.

Article 9

Exemption from taxes or similar charges

1. The Russian Party shall exempt Assistance provided under this Agreement from customs duties, profits taxes, other taxes and similar charges. The Russian Party shall take all necessary steps to ensure that no local or regional taxes are levied on Assistance provided under this Agreement. These steps will include the provision of letters from competent local and/or regional authorities confirming that no taxes will be levied on Assistance provided under this Agreement. Such letters of confirmation covering localities and regions where projects under this Agreement will be carried out shall be deposited with at least one of the Depositaries before the start of implementation of the projects.
2. The Russian Party shall exempt remuneration to foreign natural persons and to Russian citizens not ordinarily resident in the Russian Federation for work undertaken and services performed by such persons for the implementation of Assistance under this Agreement from income tax, social security tax contributions, and similar charges within the territory of the Russian Federation. With regard to remuneration exempted by this paragraph, the Russian Party shall not have any obligations in terms of any charges and payments to the persons indicated in this paragraph, at the expense of the social security system or any other government funds.
3. The Contributing Parties and their personnel, their contractors, subcontractors, suppliers and sub-suppliers may import into, and export out of, the Russian Federation equipment, supplies, materials or services required to implement this Agreement. In addition to the provisions regarding Assistance, temporary importation and exportation shall not be subject to customs duties, license fees, undue restrictions, taxes or similar charges.
4. In addition to the preceding paragraphs, persons and entities participating in the implementation of the programmes in the framework of this Agreement within the territory of the Russian Federation are entitled to exemption from value added tax and other charges with regard to equipment and goods purchased within the territory of the Russian Federation for the implementation of the projects or the programmes in the framework of this Agreement, as well as works done and services rendered within the territory of the Russian Federation.
5. Imposition of taxation shall be regarded as a valid reason for suspension or termination of an Assistance project, or not to initiate an Assistance project.
6. The Russian Party shall be responsible for procedures ensuring the implementation of this Article. Necessary certificates shall be issued by the relevant competent authority.

Article 10

Accounts, audits and examinations

1. Each Recipient shall maintain proper accounts of all Assistance funding received from Contributors, and furnish such accounts, together with full supporting documentation, to the Contributor or Contributors concerned at regular intervals, as specified in the relevant Implementing Agreement or as otherwise agreed.
2. Upon request, representatives of a Contributor shall have the right, within 60 days of making the request, to examine the use of any Assistance provided by that Contributor in accordance with this Agreement, at sites of their location or use if possible, and shall have the right to audit and examine any and all related records or documentation for a period of seven years after the completion or early termination of the project in question, unless another period is specified in the Implementing Agreement. The practical details of such audits and examinations shall be set out in the Implementing Agreements.

Article 11

Intellectual property

The Parties shall provide in Implementing Agreements, as appropriate, effective protection and allocation of rights to intellectual property transmitted or created under this Agreement.

Article 12

Status of personnel and entry and exit of personnel

1. The Russian Party shall facilitate the entry and exit of employees of the Contributing Parties to this Agreement and their personnel and contractors, subcontractors, consultants, suppliers and sub-suppliers and their personnel into and out of the territory of the Russian Federation for the purpose of carrying out activities in accordance with this Agreement.

2. The Russian Party shall accredit military and civilian personnel of the Contributing Parties, including employees of the Commission of the European Communities present in the territory of the Russian Federation in order to carry out activities related to the provision of Assistance under this Agreement, as administrative and technical personnel of the respective diplomatic missions, the mission of the Commission of the European Communities and the missions of intergovernmental organisations, in the Russian Federation. After entry into force of this Agreement, the Parties will consult on the number of such personnel covered by this paragraph. The accreditation of such personnel shall have no effect on the number of accredited personnel permitted at Russian diplomatic missions in the Contributing Parties.

3. The Russian Party guarantees that the contractors, subcontractors, consultants, suppliers, sub-suppliers and their personnel as referred to in paragraph 1 of this Article may import and re-export out of the territory of the Russian Federation all of their personal household effects as well as foodstuffs for their personal use without being liable to any customs duties, taxes, or similar charges. Duty-free import into and re-export out of the Russian Federation of one motor vehicle per family is allowed, provided that the vehicle is used only within the period of the relevant contract and is re-exported at the end of this period.

Article 13

Settlement of disputes

Any disagreement between two or more Parties concerning the interpretation of this Agreement, or its implementation, shall be resolved through consultations. Consultations shall take place not later than three months after one of the Parties submits such a request in writing to the other Party or Parties.

Article 14

Awarding of contracts

In the event that a Party awards a contract for the acquisition of goods and services, including construction, to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of that Party, or such other laws and regulations as that Party may choose. Russian companies can also be used as contractors or subcontractors.

Article 15

Modifications and amendments

1. Any modification or amendment to this Agreement, and any additional protocol to it, may be made by agreement among the Parties to this Agreement.
2. Any modification or amendment made pursuant to this Article shall be subject to ratification, acceptance or approval by all of the Parties. Modifications or amendments shall enter into force for all Parties 30 days following the date of receipt by at least one of the Depositaries of the last notification of ratification, acceptance or approval.

Article 16

Accession

1. This Agreement shall be open for accession by any State, intergovernmental organisation or regional economic integration organisation being subject to public international law upon invitation by the MNEPR Committee.
2. This Agreement shall enter into force for the acceding Party 30 days following the date of receipt by at least one of the Depositaries of the acceding Party's instrument of accession and the last of the notifications by the Parties expressing concurrence.

Article 17

Depositaries

The Minister of Foreign Affairs of the Russian Federation and the Secretary General of the Organisation for Economic Cooperation and Development are hereby designated as Depositaries. The Depositaries shall fulfil their duties in accordance with Article 77 of the Vienna Convention on the Law of Treaties of 23 May 1969 and shall consult each other in the fulfilment of their duties.

Article 18

Entry into force, duration, withdrawal and termination

1. This Agreement shall be subject to ratification, acceptance or approval. Instruments of ratification, acceptance or approval shall be deposited with at least one of the Depositaries. It shall enter into force on the 30th day following the date of receipt of such instruments from the Russian Party and from one other Signatory, and shall remain in force for a period of five years from that date. For each Signatory depositing such an instrument thereafter, this Agreement shall enter into force for it 30 days following the receipt by at least one of the Depositaries of such instrument and shall remain in force until the expiration of its original five-year period.
2. This Agreement shall be extended automatically for further periods of five years. Any Party may request at least one of the Depositaries at least 90 days before the expiration of the five-year period to convene a meeting of the Parties to consider the termination, modification or amendment of this Agreement.
3. Any Party may withdraw from this Agreement upon giving 90 days written notification to at least one of the Depositaries. The MNEPR Committee shall immediately be seized of the matter and shall make recommendations to the Parties on the further continuation of the Agreement.
4. The obligations under Articles 8 to 11, Article 12, first and third paragraphs, and Article 13 of this Agreement shall remain in effect regardless of any subsequent transfer of ownership of the object of cooperation, and regardless of any termination of, or withdrawal from, this Agreement, or the expiration of its validity.
5. Notwithstanding any termination of this Agreement, it shall continue to apply to any Implementing Agreement which the parties to such Implementing Agreement agree to continue, for the duration of such Implementing Agreement.
6. Where a Party withdraws from this Agreement but continues to be a Party to an Implementing Agreement, this Agreement shall continue to apply to such Party with respect to its participation in such Implementing Agreement.
7. This Agreement shall be applied on a provisional basis from the date of its signature.

Done at Stockholm on 21 May 2003 in the English, French and Russian languages, all texts being equally authentic, in two originals of which one shall be deposited in the archives of the Ministry of Foreign Affairs of the Russian Federation and one in the archives of the Organisation for Economic Cooperation and Development. Duly certified copies of this Agreement shall be transmitted to the Signatories and acceding Parties. In the event of any dispute or divergence in relation to this Agreement the English text shall prevail for the purposes of interpretation.

**PROTOCOL ON CLAIMS, LEGAL PROCEEDINGS AND INDEMNIFICATION TO THE FRAME-
WORK AGREEMENT ON A MULTILATERAL NUCLEAR ENVIRONMENTAL PROGRAMME IN
THE RUSSIAN FEDERATION**

THE GOVERNMENT OF THE KINGDOM OF BELGIUM,

THE GOVERNMENT OF THE KINGDOM OF DENMARK,

THE GOVERNMENT OF THE REPUBLIC OF FINLAND,

THE GOVERNMENT OF THE FRENCH REPUBLIC,

THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY,

THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS,

THE GOVERNMENT OF THE KINGDOM OF NORWAY,

THE GOVERNMENT OF THE RUSSIAN FEDERATION,

THE GOVERNMENT OF THE KINGDOM OF SWEDEN,

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

THE GOVERNMENT OF THE UNITED STATES OF AMERICA,

THE EUROPEAN COMMUNITY, AND

THE EUROPEAN ATOMIC ENERGY COMMUNITY (hereinafter referred to as the Parties),

REAFFIRMING their commitment to achieving the purposes of the Framework Agreement on a Multilateral Nuclear Environmental Programme in the Russian Federation signed on 21 May 2003 (hereinafter referred to as the Agreement);

CONVINCED of the need to establish provisions ensuring that claims against the Contributing Parties and their personnel or contractors, subcontractors, consultants, suppliers or sub-suppliers of equipment, goods or services at any tier and their personnel, for any loss or damage of whatsoever nature arising from activities undertaken pursuant to the Agreement are not brought by the Russian Party and, if brought by a third party, are indemnified by the Russian Party;

HAVE AGREED AS FOLLOWS:

Article 1

1. The definitions contained in Article 2 of the Agreement shall apply to this Protocol as fully and effectively as if they were set forth in full herein.

2. For the purposes of this Protocol, the following terms shall have the following meanings:

Nuclear Incident: Any occurrence or series of occurrences having the same origin which causes Nuclear Damage.

Nuclear Damage: (i) loss of life, any personal injury or any loss of, or damage to, property which arises out of or results from the radioactive properties or a combination of radioactive properties with toxic, explosive or other hazardous properties of nuclear fuel or radioactive products or waste in, or of nuclear material coming from, originating in, or sent to, a nuclear installation;

(ii) any other loss or damage so arising or resulting if and to the extent that the law of the competent court so provides; and

(iii) if the law of the State in which the nuclear installation of the liable operator is situated so provides, loss of life, any personal injury or any loss of, or damage to, property which arises out of or results from other ionising radiation emitted by any other source of radiation inside a nuclear installation.

3. For the purposes of this Protocol, whenever both nuclear damage and damage other than nuclear damage have been caused by a nuclear incident, or jointly by a nuclear incident and one or more other occurrences, such other damage shall, to the extent that it is not reasonably separable from the nuclear damage, be deemed, for the purposes of this Protocol, to be nuclear damage caused by that nuclear incident.

Article 2

1. With the exception of claims for injury or damage against individuals arising from omissions or acts of such individuals done with intent to cause injury or damage, the Russian Party shall bring no claims or legal proceedings of any kind against the Contributors and their personnel or contractors, subcontractors, consultants, suppliers or subsuppliers of equipment, goods or services at any tier and their personnel, for any loss or damage of whatsoever nature, including but not limited to personal injury, loss of life, direct, indirect and consequential damage to property owned by the Russian Federation arising from activities undertaken pursuant to the Agreement. This paragraph shall not apply to the enforcement of the express provisions of a contract.
2. With the exception of claims for nuclear damage against individuals arising from omissions or acts of such individuals done with intent to cause damage, the Russian Party shall provide for the adequate legal defence of and indemnify, and shall bring no claims or legal proceedings against the Contributors and their personnel, or any contractors, subcontractors, consultants, suppliers, or subsuppliers of equipment, goods or services at any tier and their personnel in connection with third-party claims, in any court or forum, arising from activities undertaken pursuant to the Agreement, for nuclear damage occurring within or outside the territory of the Russian Federation, that results from a nuclear incident occurring within the territory of the Russian Federation.
3. Upon request by a Party, the Russian Party or its authorised representative shall issue an indemnity confirmation letter to any contractor, subcontractor, consultant, supplier or subsupplier confirming the provisions of this Protocol. A standard form of such Indemnity Confirmation Letter is enclosed as an integral part of this Protocol.
4. The Parties may consult as appropriate, on claims and proceedings under this Article.
5. Any payments related to the indemnification in paragraph 2 of this Article shall be made promptly and shall be freely transferable to the beneficiary in its national currency.
6. Contributors, contractors, subcontractors, consultants, suppliers or subsuppliers of equipment, goods or services at any tier and their personnel may refer any dispute concerning the implementation of obligations under this Article to arbitration in accordance with UNCITRAL Arbitration Rules, if such dispute has not been resolved amicably within 90 days of its submission to the Russian Party. Any arbitration award shall be final and binding on the parties to the dispute.
7. Nothing in this Article shall be construed as acknowledging the jurisdiction of any court or forum outside the Russian Federation over third-party claims to which paragraph 2 of this Article applies, except as provided for in paragraph 6 of this Article and in any other case where the Russian Federation has pledged itself to acknowledge and execute a legal decision on the basis of provisions of international agreements.
8. Nothing in this Article shall be construed as waiving the immunity of the Parties with respect to potential third-party claims that may be brought against any of them.

Article 3

1. This Protocol is open for signature by any Signatory to the Agreement.
2. This Protocol is subject to ratification, acceptance or approval by Signatories that are Parties to the Agreement. Instruments of ratification, acceptance or approval shall be deposited with at least one of the Depositaries of the Agreement.
3. This Protocol shall be open to accession by any Party that has acceded to the Agreement.
4. Accession shall be effected by the deposit of an instrument of accession with at least one of the Depositaries of the Agreement.
5. The Depositaries of this Protocol shall be the Depositaries of the Agreement and shall fulfil their duties in accordance with Article 77 of the Vienna Convention on the Law of Treaties of 23 May 1969 and shall consult each other in the fulfilment of their duties.

Article 4

1. Subject to the entry into force of the Agreement, this Protocol shall enter into force on the 30th day following the date of receipt by at least one of the Depositaries of the instruments of ratification, acceptance or approval referred to in Article 3.2 from the Russian Federation and from any other Signatory to this Protocol and it shall remain in force for a period of five years from that date. For each Signatory ratifying, accepting or approving thereafter, this Protocol shall enter into force for it on the 30th day following the receipt by at least one of the Depositaries of the instruments of ratification, acceptance or approval referred to in Article 3.2 and it shall remain in force until the expiration of its original five-year period.
2. For each Party acceding to this Protocol, it shall enter into force for it 30 days following the receipt by at least one of the Depositaries of the instrument of accession referred to in Article 3.4 and it shall remain in force until the expiration of the original five-year period mentioned in paragraph 1 of this Article.
3. This Protocol shall be extended automatically for further periods of five years. Any Party may request at least one of the Depositaries, at least 90 days before the expiration of the five-year period, to convene a meeting of the Parties to consider the continuation, modification or amendment of this Protocol.
4. Any Party may withdraw from this Protocol upon giving 90 days written notification to at least one of the Depositaries. The MNEPR Committee shall immediately be seized of the matter and shall make recommendations to the Parties on the further continuation of this Protocol and the Agreement.
5. The obligations under this Protocol shall remain in effect regardless of any subsequent transfer of ownership of the object of cooperation, and regardless of any termination of, or withdrawal from, this Protocol or the Agreement, or the expiration of their validity.
6. (a) Notwithstanding any termination of this Protocol, it shall continue to apply to any Implementing Agreement which the Parties to such Implementing Agreement agree to continue, for the duration of such Implementing Agreement.
(b) Where a Party withdraws from this Protocol but continues to be a Party to an Implementing Agreement, this Protocol shall continue to apply to such Party with respect to its participation in such Implementing Agreement.
7. Where,
 - (a) the Vienna Convention on Civil Liability for Nuclear Damage of 21 May 1963 (hereinafter referred to as the Vienna Convention) and the Joint Protocol relating to the Application of the Vienna Convention and the Paris Convention of 21 September 1988 (hereinafter referred to as the Joint Protocol) have both come into force for the Russian Federation, and
 - (b) the Vienna Convention or the Paris Convention on Third Party Liability in the Field of Nuclear Energy of 29 July 1960 and the Joint Protocol have both come into force for any other Party to this Protocol,such other Party may, in its discretion and by notice in writing to the Russian Federation, terminate the application of Article 2.2 of this Protocol as between it and the Russian Federation with respect to any activity undertaken pursuant to the Agreement to which these instruments apply. The Russian Federation and such other Party shall each inform the other in writing of the dates upon which such instruments come into force in their respective territories.
8. This Protocol shall be applied on a provisional basis from the date of its signature.

Done at Stockholm on 21 May 2003 in the English, French and Russian languages, all texts being equally authentic, in two originals of which one shall be deposited in the archives of the Ministry of Foreign Affairs of the Russian Federation and one in the archives of the Organisation for Economic Cooperation and Development. Duly certified copies of this Protocol shall be transmitted to the Signatories and acceding Parties. In the event of any dispute or divergence in relation to this Protocol the English text shall prevail for the purposes of interpretation.

ANNEX

Model of an INDEMNITY CONFIRMATION LETTER to be provided by The Ministry of the Russian Federation for Atomic Energy to [Contractor] ⁽¹⁾

Dear Sirs,

The Government of the Russian Federation and [name of other Party] are Parties to the Framework Agreement on a Multilateral Nuclear Environmental Programme in the Russian Federation (hereinafter referred to as the MNEPR Agreement) of 21 May 2003 to facilitate cooperation in the area of safety of spent nuclear fuel and radioactive waste in the Russian Federation. They are also Parties to the Protocol to the MNEPR Agreement on Claims, Legal Proceedings and Indemnification of 21 May 2003 (hereinafter referred to as the Protocol).

The Ministry of the Russian Federation for Atomic Energy, acting on behalf of the Government of the Russian Federation, hereby acknowledges that [Contractor] has entered into an [Implementing Agreement/Agreement/Contract] with [Recipient] on [date] to provide Assistance for the implementation of the MNEPR Project known as [Project name]. The persons and entities identified in the attached list are the [Contractor's] personnel, subcontractors, suppliers, sub-suppliers and consultants who will be providing equipment, goods or services pursuant to the [Implementing Agreement/Agreement/Contract]. [Contractor] may amend this list, from time to time, upon notification to the Ministry of the Russian Federation for Atomic Energy or its authorised representative for the implementation of the [Project name].

The Ministry of the Russian Federation for Atomic Energy, acting on behalf of the Government of the Russian Federation, confirms that in accordance with Articles 2.1 and 2.2 of the Protocol,

- (a) with the exception of claims for injury or damage against individuals arising from omissions or acts of such individuals done with intent to cause injury or damage, it will bring no claims or legal proceedings of any kind against [Contractor] and its personnel or subcontractors, consultants, suppliers or sub-suppliers of equipment, goods or services at any tier and their personnel identified in the attached list as amended from time to time, for any loss or damage of whatsoever nature, including but not limited to personal injury, loss of life, direct, indirect and consequential damage to property owned by the Russian Federation arising from activities undertaken pursuant to the MNEPR Agreement, it being agreed that this paragraph shall not apply to the enforcement of the express provisions of a contract; and
- (b) with the exception of claims for Nuclear Damage against individuals arising from omissions or acts of such individuals done with intent to cause damage, it shall provide for the adequate legal defence of, and indemnify, and shall bring no claims or legal proceedings against [Contractor] and its personnel or any subcontractors, consultants, suppliers, or sub-suppliers of equipment, goods or services at any tier and their personnel identified in the attached list as amended from time to time, in connection with third-party claims, in any court or forum, arising from activities undertaken pursuant to the MNEPR Agreement, for Nuclear Damage occurring within or outside the territory of the Russian Federation, that results from a Nuclear Incident occurring within the territory of the Russian Federation.

The Ministry of the Russian Federation for Atomic Energy, acting on behalf of the Government of the Russian Federation, agrees that any dispute, controversy or claim arising out of or relating to this Indemnity Confirmation Letter, including its existence or validity, shall be referred to and finally resolved by arbitration in accordance with UNCITRAL Arbitration Rules if such dispute has not been resolved amicably within 90 days of its submission to the Government of the Russian Federation for resolution. The appointing authority for the purposes of the UNCITRAL Arbitration Rules shall be the Stockholm Chamber of Commerce. The place of arbitration shall be the Arbitration Institute of the Stockholm Chamber of Commerce, Stockholm, Sweden and Swedish law shall apply. Where the UNCITRAL Arbitration Rules do not provide for a particular situation the arbitration tribunal shall determine the course of action to be followed.

This Indemnity Confirmation Letter shall enter into force upon signature by the Ministry of the Russian Federation for Atomic Energy, acting on behalf of the Government of the Russian Federation, and it shall remain in effect in accordance with the MNEPR Agreement and the Protocol.

.....
(Signature)

.....
(Title)

(Authorised representative of the Ministry of the Russian Federation for Atomic Energy)

.....
(Date)

⁽¹⁾ It may be useful to provide that a copy of the letter also be sent to the government of the country in which the Contractor carries on business.