

Official Journal

of the European Union

L 334



English edition

Legislation

Volume 55

6 December 2012

Contents

II *Non-legislative acts*

INTERNATIONAL AGREEMENTS

2012/750/EU:

- ★ **Decision of the Council and of the Representatives of the Governments of the Member States, meeting within the Council of 15 October 2010 on the signature and provisional application of the Euro-Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and The Hashemite Kingdom of Jordan, of the other part** 1

Euro-Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and the Hashemite Kingdom of Jordan, of the other part 3

REGULATIONS

- ★ **Council Implementing Regulation (EU) No 1153/2012 of 3 December 2012 imposing a definitive anti-dumping duty on imports of chamois leather originating in the People's Republic of China following an expiry review pursuant to Article 11(2) of Regulation (EC) No 1225/2009** 31

Commission Implementing Regulation (EU) No 1154/2012 of 5 December 2012 establishing the standard import values for determining the entry price of certain fruit and vegetables 44

Price: EUR 4

(Continued overleaf)

EN

Acts whose titles are printed in light type are those relating to day-to-day management of agricultural matters, and are generally valid for a limited period.

The titles of all other acts are printed in bold type and preceded by an asterisk.

DECISIONS

2012/751/CFSP:

- ★ **Political and Security Committee Decision EULEX KOSOVO/3/2012 of 4 December 2012 on the appointment of the Head of Mission of the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO** 46

2012/752/EU:

- ★ **Commission Implementing Decision of 4 December 2012 authorising a laboratory in the former Yugoslav Republic of Macedonia to carry out serological tests to monitor the effectiveness of rabies vaccines** (*notified under document C(2012) 8757*) ⁽¹⁾ 47

2012/753/EU:

- ★ **Commission Implementing Decision of 4 December 2012 amending Annex I to Decision 2009/177/EC as regards surveillance programmes for Finland and the United Kingdom and the disease-free status of Finland and the United Kingdom for certain aquatic animal diseases** (*notified under document C(2012) 8758*) ⁽¹⁾..... 48

2012/754/EU:

- ★ **Decision of the European Central Bank of 29 November 2012 on the approval of the volume of coin issuance in 2013** (*ECB/2012/26*) 50

Corrigenda

- ★ **Corrigendum to Decision 2011/181/EU of the Council and of the Representatives of the Governments of the Member States, meeting within the Council of 15 October 2010 on the signature and provisional application of the Euro Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and The Hashemite Kingdom of Jordan, of the other part** (OJ L 79, 25.3.2011) 51
- ★ **Corrigendum to Commission Implementing Decision 2012/729/EU of 23 November 2012 amending Decision 2008/866/EC, on emergency measures suspending imports from Peru of certain bivalve molluscs intended for human consumption, as regards its period of application** (OJ L 327, 27.11.2012) 52



⁽¹⁾ Text with EEA relevance

II

(Non-legislative acts)

INTERNATIONAL AGREEMENTS

DECISION OF THE COUNCIL AND OF THE REPRESENTATIVES OF THE GOVERNMENTS OF
THE MEMBER STATES, MEETING WITHIN THE COUNCIL

of 15 October 2010

**on the signature and provisional application of the Euro-Mediterranean Aviation Agreement
between the European Union and its Member States, of the one part, and The Hashemite
Kingdom of Jordan, of the other part**

(2012/750/EU)

THE COUNCIL OF THE EUROPEAN UNION AND THE REPRESENTATIVES OF THE GOVERNMENTS OF THE MEMBER STATES OF THE EUROPEAN UNION MEETING WITHIN THE COUNCIL,

Having regard to the Treaty on the Functioning of the European Union and in particular Article 100(2), in conjunction with Article 218 paragraphs 5 and 7 and the first subparagraph of Article 218(8) thereof,

Whereas:

- (1) The Commission has negotiated on behalf of the Union and of the Member States a Euro-Mediterranean Aviation Agreement with The Hashemite Kingdom of Jordan (hereinafter, the 'Agreement') in accordance with the Council Decision authorising the Commission to open negotiations.
- (2) The Agreement was initialled on 17 March 2010.
- (3) The Agreement should be signed and applied provisionally by the Union and the Member States, subject to its possible conclusion at a later date.
- (4) It is necessary to lay down procedural arrangements for deciding, if appropriate, how to discontinue the provisional application of the Agreement. It is also necessary to lay down appropriate procedural arrangements for the participation of the Union and the Member States in the Joint Committee set up under Article 21 of the Agreement and in the dispute settlement procedures provided in Article 22 of the Agreement, as well as for implementing certain provisions of the Agreement concerning security and safety,

HAVE ADOPTED THIS DECISION:

*Article 1***Signature**

1. The signing of the Euro-Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and The Hashemite Kingdom of

Jordan, of the other part, (hereinafter 'the Agreement'), is hereby approved on behalf of the Union, subject to a Council Decision concerning the conclusion of the Agreement ⁽¹⁾.

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

*Article 2***Provisional application**

Pending its entry into force, the Agreement shall be applied on a provisional basis by the Union and by the Member States from the first day of the month following the earliest of: (i) the date of the last note by which the Contracting Parties notify each other of the completion of the procedures necessary to provisionally apply the Agreement, or (ii) subject to the internal procedures and/or domestic legislation, as applicable, of the Contracting Parties, the date that falls 12 months from the date of signature of the Agreement.

*Article 3***Joint Committee**

1. The European Union and the Member States shall be represented in the Joint Committee established under Article 21 of the Agreement by representatives of the Commission and the Member States.

2. The position to be taken by the European Union and its Member States within the Joint Committee with respect to amendments to Annex III or Annex IV to the Agreement in accordance with Article 26(2) of the Agreement and to matters of exclusive competence of the EU that do not require the adoption of a decision having legal effect shall be established by the Commission and shall be notified in advance to the Council and the Member States.

3. For Joint Committee decisions concerning matters that fall within the competence of the EU, the position to be taken by the European Union and its Member States shall be adopted by

⁽¹⁾ See page 3 of this Official Journal.

the Council, acting by qualified majority on a proposal from the Commission, unless the applicable voting procedures set down in the EU Treaties provide otherwise.

4. For Joint Committee decisions concerning matters that fall within Member States' competence, the position to be taken by the European Union and its Member States shall be adopted by the Council, acting by unanimity, on a proposal from the Commission or from Member States, unless a Member State has informed the General Secretariat of the Council within 1 month of the adoption of that position that it can only consent to the decision to be taken by the Joint Committee with the agreement of its legislative bodies.

5. The position of the Union and of the Member States within the Joint Committee shall be presented by the Commission, except in matters that fall within the exclusive competence of the Member States, in which case it shall be presented by the Presidency of the Council or, if the Council so decides, by the Commission.

Article 4

Settlement of disputes

1. The Commission shall represent the Union and the Member States in dispute settlement proceedings under Article 22 of the Agreement.

2. The decision to suspend the application of benefits pursuant to Article 22(7) of the Agreement shall be taken by the Council on the basis of a Commission proposal. The Council shall decide by qualified majority.

3. Any other appropriate action to be taken under Article 22 of the Agreement on matters which fall within the EU competence shall be decided upon by the Commission, with the assistance of a Special Committee of representatives of the Member States appointed by the Council.

Article 5

Information to the Commission

1. Member States shall promptly inform the Commission of any decision to refuse, revoke, suspend or limit the authorisation of an air carrier that they intend to adopt under Article 4 of the Agreement.

2. Member States shall promptly inform the Commission of any requests or notifications made or received by them under Article 13 (Aviation safety) of the Agreement.

3. Member States shall promptly inform the Commission of any requests or notifications made or received by them under Article 14 (Aviation security) of the Agreement.

Done at Luxembourg, 15 October 2010.

For the Council

The President

E. SCHOUPPE

EURO-MEDITERRANEAN AVIATION AGREEMENT

between the European Union and its Member States, of the one part, and the Hashemite Kingdom of Jordan, of the other part

THE KINGDOM OF BELGIUM,

THE REPUBLIC OF BULGARIA,

THE CZECH REPUBLIC,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE REPUBLIC OF ESTONIA,

IRELAND,

THE HELLENIC REPUBLIC,

THE KINGDOM OF SPAIN,

THE FRENCH REPUBLIC,

THE ITALIAN REPUBLIC,

THE REPUBLIC OF CYPRUS,

THE REPUBLIC OF LATVIA,

THE REPUBLIC OF LITHUANIA,

THE GRAND DUCHY OF LUXEMBOURG,

THE REPUBLIC OF HUNGARY,

MALTA,

THE KINGDOM OF THE NETHERLANDS,

THE REPUBLIC OF AUSTRIA,

THE REPUBLIC OF POLAND,

THE PORTUGUESE REPUBLIC,

ROMANIA,

THE REPUBLIC OF SLOVENIA,

THE SLOVAK REPUBLIC,

THE REPUBLIC OF FINLAND,

THE KINGDOM OF SWEDEN,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

Contracting Parties to the Treaty on the European Union and the Treaty on the Functioning of the European Union, hereinafter referred to as the 'Member States', and

THE EUROPEAN UNION,

of the one part, and

THE HASHEMITE KINGDOM OF JORDAN, hereinafter referred to as 'Jordan',

of the other part,

DESIRING to promote an international aviation system based on fair competition among air carriers in the marketplace with minimum government interference and regulation;

DESIRING to facilitate the expansion of international air transport opportunities, including through the development of air transport networks to meet the needs of passengers and shippers for convenient air transport services;

RECOGNISING the importance of air transport in promoting trade, tourism and investment;

DESIRING to make it possible for air carriers to offer the travelling and shipping public competitive prices and services in open markets;

RECOGNISING the potential benefits of regulatory convergence and, to the extent practical, harmonisation of regulations relating to air transport;

DESIRING to have all sectors of the air transport industry, including air carrier workers, benefit in a liberalised environment;

DESIRING to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern with regard to acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air transport and undermine public confidence in the safety of civil aviation;

NOTING the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

RECOGNISING that this Euro Mediterranean Aviation Agreement lies within the scope of the Euro-Mediterranean partnership envisaged in the declaration of Barcelona of 28 November 1995;

NOTING their common will to promote a Euro Mediterranean aviation area based on the principles of regulatory convergence, regulatory cooperation and liberalisation of the market access;

NOTING the Joint declaration of the Arab Civil Aviation Commission and the Arab Air Carriers Organization, of the one part and the Directorate General of Energy and Transport, of the other part signed on 16 November 2008 in Sharm El Sheikh;

DESIRING to ensure a level playing field for air carriers, allowing fair and equal opportunity for their air carriers to provide the agreed services;

RECOGNISING the importance of regulating slot allocation on the basis of fair and equal opportunity for their air carriers to guarantee neutral and non-discriminatory treatment for all air carriers;

RECOGNISING that subsidies may adversely affect air carrier competition and may jeopardise the basic objectives of this Agreement;

AFFIRMING the importance of limiting greenhouse gas emission from aviation and protecting the environment in developing and implementing international aviation policy;

NOTING the importance of protecting consumers, including the protections afforded by the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal 28 May 1999, insofar as both the Contracting Parties are parties to this Convention;

INTENDING to build upon the framework of existing air transport agreements with the goal of opening access to markets and maximising benefits for the consumers, air carriers, labour, and communities of both Contracting Parties;

NOTING that the purpose of this agreement is to be applied in a progressive but integral way, and that a suitable mechanism can ensure ever closer harmonisation of legislation,

HAVE AGREED AS FOLLOWS:

Article 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

- (1) 'Agreed services' and 'Specified routes' mean international air transport pursuant to Article 2 (Traffic rights) of, and Annex I to, this Agreement;
- (2) 'Agreement' means this Agreement, its Annexes, and any amendments thereto;
- (3) 'Air transport' means the carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, held out to the public for remuneration or hire, which,

for the avoidance of doubt, shall include scheduled and non-scheduled (charter) air transport, and full cargo services;

- (4) 'Association Agreement' means the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, of the one part, and the Hashemite Kingdom of Jordan, of the other part, done at Brussels on 24 November 1997;
- (5) 'Citizenship' means whether an air carrier satisfies requirements regarding such issues as its ownership, effective control, and principal place of business;
- (6) 'Competent Authorities' means the government agencies or entities responsible for the administrative functions under this Agreement;

- (7) 'Contracting Parties' shall mean, on the one hand, the European Union or its Member States, or the European Union and its Member States, in accordance with their respective powers, and, on the other hand, Jordan;
- (8) 'Convention' means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
- (a) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Jordan and the Member State or Member States of the European Union; and
 - (b) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Jordan and the Member State or Member States of the European Union as is relevant to the issue in question;
- (9) 'Fitness' means whether an air carrier is fit to operate international air services, that is to say, whether it has satisfactory financial capability and adequate managerial expertise and is disposed to comply with the laws, regulations, and requirements which govern the operation of such services;
- (10) 'ECAA Country' means any country party to the multilateral Agreement establishing European Common Aviation Area (Member States of the European Union, the Republic of Albania, Bosnia and Herzegovina, the Republic of Croatia, the former Yugoslav Republic of Macedonia, the Republic of Iceland, the Republic of Montenegro, the Kingdom of Norway, the Republic of Serbia and Kosovo under UN Security Council Resolution 1244);
- (11) 'Euromed Country' means any Mediterranean country involved in the European Neighbourhood Policy (which are Morocco, Algeria, Tunisia, Libya, Egypt, Lebanon, Jordan, Israel, the Palestinian territory, Syria and Turkey);
- (12) 'Fifth freedom right' means the right or privilege granted by one state (the 'Granting State') to the air carriers of another state ('the Recipient State'), to provide international air transport services between the territory of the Granting State and the territory of a third state, subject to the condition that such services originate or terminate in the territory of the Recipient State;
- (13) 'International air transport' means air transport that passes through the airspace over the territory of at least two States;
- (14) 'National' means any person or entity having Jordan nationality for the Jordan Party, or the nationality of a Member State for the European Party, insofar as, in the case of a legal entity, it is at all times under the effective control, be it directly or by majority participation, of persons or entities having Jordan nationality for the Jordan Party, or persons or entities having the nationality of a Member State or one of the third countries identified in Annex IV for the European Party;
- (15) 'Operating Licences' means, in the case of the European Union and its Member States operating licences and any other relevant documents or certificates given under Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community ⁽¹⁾ and any successor instrument and, in the case of Jordan licences/certificates/permits or exemptions given under JCAR Part 119;
- (16) 'Price' means:
- 'air fares' to be paid to air carriers or their agents or other ticket sellers for the carriage of passengers and baggage on air services and any conditions under which those prices apply, including remuneration and conditions offered to agency and other auxiliary services, and
 - 'air rates' to be paid for the carriage of cargo and the conditions under which those prices apply, including remuneration and conditions offered to agency and other auxiliary services.
- This definition covers, where relevant, the surface transport in connection with international air transport and the applicable conditions;
- (17) 'Principal place of business' means the head office or registered office of an air carrier in the Contracting Party within which the principal financial functions and operational control, including continued airworthiness management, of the air carrier are exercised;
- (18) 'Public service obligation' means any obligation imposed upon air carriers to ensure on a specified route the minimum provision of scheduled air services satisfying fixed standards of continuity, regularity, pricing and minimum capacity which air carriers would not assume if they were solely considering their commercial interest. Air carriers may be compensated by the Contracting Party concerned for fulfilling public service obligations;
- (19) 'SESAR' means the technical implementation of the Single European Sky which provides a coordinated, synchronised research, development and deployment of the new generations of air traffic management systems;

⁽¹⁾ OJ L 293, 31.10.2008, p. 3.

(20) 'Subsidy' means any financial contribution granted by the authorities or a regional organisation or another public organisation, i.e. when:

- (a) a practice of a government or regional body or other public organisation involves a direct transfer of funds such as grants, loans or equity infusion, potential direct transfer of funds to the company, the assumption of liabilities of the company such as loan guarantees, capital injections, ownership, protection against bankruptcy or insurance;
- (b) revenue of a government or regional body or other public organisation that is otherwise due is foregone or not collected;
- (c) a government or regional body or other public organisation provides goods or services other than general infrastructure, or purchases goods or services; or
- (d) a government or regional body or other public organisation makes payments to a funding mechanism or entrusts or directs a private body to carry out one or more of the type of functions illustrated under (a), (b) and (c) which would normally be vested in the government and, in practice, in no real sense differs from practices normally followed by governments;

and where a benefit is thereby conferred;

(21) 'Territory' means, for Jordan, the land areas (mainland and islands), internal waters and territorial sea under its sovereignty or jurisdiction, and, for the European Union, the land areas (mainland and islands), internal waters and territorial sea in which the Treaty on the European Union and the Treaty on the functioning of the European Union are applied and under the conditions laid down in that Treaty and any successor instrument. The application of this Agreement to the Airport of Gibraltar is understood to be without prejudice to the respective legal positions of the Kingdom of Spain and the United Kingdom with regard to the dispute over sovereignty over the territory in which the airport is situated and to the continuing suspension of Gibraltar Airport from EU aviation measures existing as at 18 September 2006 as between Member States in accordance with the Ministerial Statement on Gibraltar Airport agreed in Cordoba on 18 September 2006; and

(22) 'User charge' means a charge imposed on air carriers for the provision of airport, airport environmental, air navigation, or aviation security facilities or services including related services and facilities and when appropriate reflecting environmental costs related to noise emissions.

TITLE I

ECONOMIC PROVISIONS

Article 2

Traffic Rights

1. Each Contracting Party shall grant to the other Contracting Party, in accordance with Annex I and Annex II

of this Agreement, the following rights for the conduct of international air transport by the air carriers of the other Contracting Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transport (non-traffic purposes);
- (c) while operating an agreed service on a specified route, the right to make stops in its territory for the purpose of taking up and discharging international traffic in passengers, cargo and/or mail, separately or in combination; and
- (d) the rights otherwise specified in this Agreement.

2. Nothing in this Agreement shall be deemed to confer on the air carriers of:

- (a) Jordan the right to take on board, in the territory of any Member State, passengers, baggage, cargo, and/or mail carried for compensation and destined for another point in the territory of that Member State;
- (b) the European Union the right to take on board, in the territory of Jordan, passengers, baggage, cargo, and/or mail carried for compensation and destined for another point in the territory of Jordan.

Article 3

Authorisation

1. On receipt of applications for operating authorisation from an air carrier of one of the Contracting Parties, the competent authorities shall grant appropriate authorisations with minimum procedural delay, provided that:

- (a) for an air carrier of Jordan:
 - the air carrier has its principal place of business in Jordan and has received its operating licence in accordance with the law of the Hashemite Kingdom of Jordan,
 - effective regulatory control of the air carrier is exercised and maintained by the Hashemite Kingdom of Jordan, and
 - the air carrier is owned, directly or by majority participation, and effectively controlled by Jordan and/or its nationals;
- (b) for an air carrier of the European Union:
 - the air carrier has its principal place of business in the territory of a Member State under the Treaty on the Functioning of the European Union, and has received its operating licence, and
 - effective regulatory control of the air carrier is exercised and maintained by the Member State responsible for issuing its Air Operators Certificate and the relevant Aeronautical Authority is clearly identified,

- the air carrier is owned, directly or by majority participation, by Member States and/or by nationals of the Member States, or by other States listed in Annex IV, and/or of the nationals of these other States;
- (c) the air carrier meets the conditions prescribed under the laws and regulations normally applied by the authority competent for the operation of international air transport; and
- (d) the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement are being maintained and administered.

Article 4

Refusal, Revocation, Suspension, Limitation of Authorisation

1. The competent authorities of either Contracting Party may refuse, revoke, suspend or limit the operating authorisations or otherwise suspend or limit the operations of an air carrier of another Contracting Party where:

(a) for an air carrier of Jordan:

- the air carrier does not have its principal place of business in Jordan or has not received its operating licence in accordance with the applicable law of Jordan,
- effective regulatory control of the air carrier is not exercised and maintained by Jordan,

or

- the air carrier is not owned and effectively controlled, directly or by majority participation, by Jordan and/or nationals of Jordan;

(b) for an air carrier of the European Union:

- the air carrier does not have its principal place of business or, if any, its registered office in the territory of a Member State under the Treaty on the Functioning of the European Union, or has not received its operating licence in accordance with Union law,
- effective regulatory control of the air carrier is not exercised and maintained by the Member State responsible for issuing its Air Operators Certificate or the competent aeronautical authority is not clearly identified, or
- the air carrier is not owned and effectively controlled, directly or by majority participation, by Member States and/or nationals of Member States, or by the other States listed in Annex IV, and/or nationals of these other States;

(c) the air carrier has failed to comply with the laws and regulations referred to in Article 6 (Compliance with Laws and Regulations) of this Agreement; or

(d) the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement are not being maintained or administered.

2. Unless immediate action is essential to prevent further non-compliance with points (c) or (d) of paragraph 1, the rights established by the present Article to refuse, revoke, suspend or limit authorisations or permissions of any air carrier of a Contracting Party shall be exercised only according to the procedure prescribed in Article 23 (Safeguard measures) of this Agreement. In any case, the exercise of these rights shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary. They shall be exclusively directed towards the air carrier or air carriers concerned, and shall be without prejudice to the right of either Contracting Party to take action under Article 22 (Dispute resolution and arbitration).

3. Neither Contracting Party shall use its rights established by the present Article to refuse, revoke, suspend or limit authorisations or permissions of any air carriers of a Contracting Party on the grounds that majority ownership and effective control of that air carrier is vested in another Euromed Country or its nationals, provided that such Euromed Country is party to a similar Euro Mediterranean Aviation Agreement and offers reciprocal treatment.

Article 4 bis

Reciprocal Recognition of Regulatory Determinations with Regard to Airline Fitness and Citizenship

1. Upon receipt of an application for authorisation from an air carrier of one Contracting Party, the competent authorities of the other Contracting Party shall recognise any fitness and/or citizenship determination made by the competent authorities of the first Contracting Party with respect to that air carrier as if such determination had been made by its own competent authorities, and shall not inquire further into such matters, except as provided for in paragraph 2 below.

2. If, after receipt of an application for authorisation from an air carrier, or after the grant of such authorisation, the competent authorities of the receiving Contracting Party have a specific reason based on a reasonable doubt for concern that, despite the determination made by the competent authorities of the other Contracting Party, the conditions prescribed in Article 3 (Authorisation) of this Agreement for the grant of appropriate authorisations or permissions have not been met, then they shall promptly advise those authorities, giving substantive reasons for their concern. In that event, either Contracting Party may seek consultations, which may include representatives of the competent authorities of both Contracting Parties, and/or additional information relevant to this concern, and such requests shall be met as soon as practicable. If the matter remains unresolved, either Contracting Party may bring the matter to the Joint Committee set up under Article 21 (The Joint Committee) of this Agreement.

3. The present Article does not cover recognition of determinations in relation to:

- Safety certificates or licences,
- Security arrangements, or
- Insurance coverage.

Article 5

Investment

1. Jordan may take arrangements to allow majority ownership and/or the effective control of air carriers of Jordan by Member States or their nationals.

2. Upon verification by the Joint Committee in accordance with Article 21(10) (The Joint Committee) that reciprocal arrangements exist, the Contracting Parties shall allow majority ownership and/or the effective control of air carriers of Jordan by Member States or their nationals, or of air carriers of the European Union by Jordan or its nationals.

3. Specific investment projects under the present Article shall be authorised by virtue of preliminary decisions of the Joint Committee established by this Agreement. These decisions may specify the conditions associated with the operation of the agreed services under this Agreement and with the services between third Countries and the Contracting Parties. The provisions of Article 21(9) (The Joint Committee) of this Agreement shall not apply to this type of decision.

Article 6

Compliance with laws and regulations

1. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations applicable within that territory relating to the admission to or departure from its territory of aircraft engaged in international air transport, or to the operation and navigation of aircraft shall be complied with by the other Contracting Party's air carriers.

2. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations applicable within that territory relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Contracting Party's air carriers.

Article 7

Competitive environment

1. The Contracting Parties reaffirm the application to this Agreement of the principles of Chapter II of Title IV of the Association Agreement.

2. The Contracting Parties acknowledge that it is their joint objective to secure fair and equal opportunities for the air

carriers of both sides to operate the Agreed Services. In order to achieve this, it is necessary to have a fair and competitive environment for the operation of air services. The Contracting Parties recognise that fair competitive practices by air carriers are most likely to occur where these air carriers provide air services on a fully commercial basis and are not subsidised.

3. When a Contracting Party deems it essential to grant public subsidies to an air carrier operating under this Agreement in order to achieve a legitimate objective, it shall see to it that such subsidies are proportionate to the objective, transparent and designed to minimise, to the extent feasible, their adverse impact on the air carriers of the other Contracting Party. The Contracting Party intending to grant any such subsidy shall inform the other Contracting Party of its intention and shall make sure that such subsidy is consistent with the criteria laid down in this Agreement.

4. If one Contracting Party finds that conditions exist in the Territory of the other Contracting Party, in particular due to a subsidy, inconsistent with the criteria laid down in paragraph 3 which would adversely affect the fair and equal opportunity of its air carriers to compete, it may submit observations to the other Contracting Party. Furthermore, it may request a meeting of the Joint Committee, as provided for in Article 21 (The Joint Committee) of this Agreement. From the receipt of such a request consultations shall start within 30 days. When a dispute cannot be settled by the Joint Committee, the Contracting Parties retain the possibility of applying their respective anti-subsidy measures.

5. The actions, referred to in paragraph 4 of this Article, shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary. They shall be exclusively directed towards the air carrier or air carriers benefiting from a subsidy or the conditions referred to in this Article, and shall be without prejudice to the right of either Contracting Party to take action under Article 23 (Safeguard Measures) of this Agreement.

6. Each Contracting Party, upon notification to the other Contracting Party, may approach responsible government entities in the territory of the other Contracting Party including entities at the state, provincial or local level to discuss matters relating to this Article.

7. The provisions of this Article shall apply without prejudice to the Contracting Parties' laws and regulations regarding public service obligations in the territories of the Contracting Parties.

Article 8

Commercial Opportunities

Air carrier Representatives

1. The air carriers of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of air transport and related activities.

2. The air carriers of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational, and other specialist staff who are required to support the provision of air transport.

Ground-Handling

3. (a) Without prejudice to point (b) below, each air carrier shall have in relation to ground-handling in the Territory of the other Contracting Party:

(i) the right to perform its own ground-handling ('self-handling') or, at its option;

(ii) the right to select among competing suppliers that provide ground-handling services in whole or in part where such suppliers are allowed market access on the basis of the laws and regulations of each Contracting Party, and where such suppliers are present in the market.

(b) For the following categories of ground-handling services i.e. baggage handling, ramp handling, fuel and oil handling, freight and mail handling as regards the physical handling of freight and mail between the air terminal and the aircraft, the rights under point (a)(i) and (ii) shall be subject only to physical or operational constraints according to the laws and regulations applicable in the Territory of the other Contracting Party. Where such constraints preclude self-handling and where there is no effective competition between suppliers that provide ground-handling services, all such services shall be available on an equal and non-discriminatory basis to all air carriers; prices of such services shall not exceed their full cost including a reasonable return on assets, after depreciation.

Sales, Local Expenses, and Transfer of Funds

4. Any air carrier of each Contracting Party may engage in the sale of air transport in the territory of the other Contracting Party directly and/or, at the air carrier's discretion, through its sales agents, other intermediaries appointed by the air carrier or through the internet. Each air carrier shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

5. Each air carrier shall have the right to convert and remit from the territory of the other Contracting Party to its home territory and, except where inconsistent with generally applicable law or regulation, to the country or countries of its choice, on demand, local revenues. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

6. The air carriers of each Contracting Party shall be permitted to pay for local expenses, including purchases of

fuel, in the territory of the other Contracting Party in local currency. At their discretion, the air carriers of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulation.

Cooperative arrangements

7. In operating or holding out services under this Agreement, any air carrier of a Contracting Party may enter into cooperative marketing arrangements, such as blocked-space agreements or code-sharing arrangements, with:

(a) any air carrier or carriers of the Contracting Parties; and

(b) any air carrier or carriers of a third country; and

(c) any surface, land or maritime carriers;

provided that (i) all participants in such arrangements hold the appropriate underlying route authority and (ii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements. In respect of passenger transport sold involving code-shares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transportation providers will operate each sector of the service.

8. (a) In relation to the transport of passengers, surface transportation providers shall not be subject to laws and regulations governing air transport on the sole basis that such surface transportation is held out by an air carrier under its own name. Surface transportation providers have the discretion to decide whether to enter into cooperative arrangements. In deciding on any particular arrangement, surface transportation providers may consider, among other things, consumer interests and technical, economic, space, and capacity constraints.

(b) Moreover, and notwithstanding any other provision of this Agreement, air carriers and indirect providers of cargo transportation of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transport any surface transportation for cargo to or from any points in the territories of Jordan and the European Union, or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right[s] to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Air carriers may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other air carriers and indirect providers of cargo air transport. Such intermodal cargo services may be offered at a single,

through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Leasing

9. (a) The air carriers of each Contracting Party shall be entitled to provide the agreed services using aircraft and crew leased from any air carrier, including from third countries, provided that all participants in such arrangements meet the conditions prescribed under the laws and regulations normally applied by the Contracting Parties to such arrangements.
- (b) Neither Contracting Party shall require the air carriers leasing out their equipment to hold traffic rights under this agreement.
- (c) The leasing with crew (wet-leasing) by an air carrier of the Contracting Parties of an aircraft of an air carrier of a third country, other than those mentioned in Annex IV, in order to exploit the rights envisaged in this Agreement, shall remain exceptional or meet temporary needs. The wet-lease shall be submitted for prior approval of the licensing authority of the leasing air carrier and to the competent authority of the other Contracting Party to where it is intended to operate the wet-leased aircraft.

Franchising and Branding

10. The air carriers of each Contracting Party shall be entitled to enter into franchising or branding arrangements with companies, including air carriers, of either Contracting Party or third countries, provided that the air carriers hold the appropriate authority and meet the conditions prescribed under the laws and regulations applied by the Contracting Parties to such arrangements, particularly those requiring the disclosure of the identity of the air carrier operating the service.

Allocation of slots at airports

11. The allocation of slots at the airports in the territories of the Contracting Parties shall be carried out in an independent, transparent and non-discriminatory manner. All the air carriers will be treated on a fair and equal basis. In accordance with Article 21(5) (The Joint Committee), a Contracting Party may request a meeting of the Joint Committee to seek to resolve any question related to the application of the present paragraph.

Article 9

Customs duties and charges

1. On arriving in the territory of one Contracting Party, aircraft operated in international air transport by the air carriers of the other Contracting Party, their regular equipment, fuel, lubricants, consumable technical supplies, ground equipment, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale to or

use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transport shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (a) imposed by the national or local authorities or the European Union, and (b) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

- (a) aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory;
- (b) ground equipment and spare parts (including engines) introduced into the territory of a Contracting Party for the servicing, maintenance, or repair of aircraft of an air carrier of the other Contracting Party used in international air transport;
- (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these supplies are to be used on a part of the journey performed over the said territory;
- (d) printed matter, as provided for by the customs legislation of each Contracting Party, introduced into or supplied in the territory of one Contracting Party and taken on board for use on outbound aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory; and
- (e) safety and security equipment for use at airports or cargo terminals.

3. Notwithstanding any other provision to the contrary, nothing in this Agreement shall prevent a Contracting Party from imposing taxes, levies, duties, fees or charges on fuel supplied in its territory on a non-discriminatory basis for use in an aircraft of an air carrier that operates between two points in its territory.

4. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

5. The exemptions provided by this Article shall also be available where the air carriers of one Contracting Party have contracted with another air carrier, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the Territory of the other Contracting Party of the items specified in paragraphs 1 and 2.

6. Nothing in this Agreement shall prevent either Contracting Party from imposing taxes, levies, duties, fees or charges on goods sold other than for consumption on board to passengers during a sector of an air service between two points within its territory at which embarkation or disembarkation is permitted.

7. The stipulations of the present Agreement shall not affect the field of VAT, with the exception of turnover tax on imports. The provisions of the respective conventions in force between a Member State and Jordan for the avoidance of double taxation on income and on capital remain unaffected by this Agreement.

Article 10

User Charges for Airports and Aviation Facilities and Services

1. Each Contracting Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the air carriers of the other Contracting Party for the use of air navigation and air traffic control services shall be just, reasonable, cost-related and not unjustly discriminatory. In any event, any such user charges shall be assessed on the air carriers of the other Contracting Party on terms not less favourable than the most favourable terms available to any other air carrier.

2. Each Contracting Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the air carriers of the other Contracting Party for the use of airport, aviation security and related facilities and services shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. These charges may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport and aviation security facilities and services at that airport or within that airport's system. These charges may include a reasonable return on assets, after depreciation. Facilities and services for which user charges are made shall be provided on an efficient and economic basis. In any event, these charges shall be assessed on the air carriers of the other Contracting Party on terms not less favourable than the most favourable terms available to any other air carrier at the time the charges are assessed.

3. Each Contracting Party shall ensure consultations between the competent charging authorities or bodies in its territory and the air carriers or their representative bodies using the services and facilities, and shall ensure the competent charging authorities or bodies and the air carriers or their representative

bodies to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this article. Each Contracting Party shall ensure the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable those authorities to consider the views expressed by the users before changes are made.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 22 (Dispute Resolution and Arbitration) of this Agreement, to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 11

Pricing

1. The Contracting Parties shall permit prices to be freely established by the air carriers on the basis of free and fair competition.

2. The Contracting Parties shall not require prices to be filed.

3. Discussions between competent authorities may be held to discuss matters such as, but not limited to prices which may be unjust, unreasonable or discriminatory.

Article 12

Statistics

1. Each Contracting Party shall provide to the other Contracting Party statistics that are required by domestic laws and regulations, and, upon request, other available statistical information as may be reasonably required for the purpose of reviewing the operation of the air services.

2. The Contracting Parties shall cooperate in the framework of the Joint Committee under Article 21 (The Joint Committee) of this Agreement to facilitate the exchange of statistical information between them for the purpose of monitoring the development of air services under this Agreement.

TITLE II

REGULATORY COOPERATION

Article 13

Aviation safety

1. The Contracting Parties shall ensure that their legislation delivers, at a minimum, the standards specified in Part A of Annex III, under the conditions set out hereafter.

2. The Contracting Parties shall ensure that aircraft registered in one Contracting Party suspected of non-compliance with international aviation safety standards established pursuant to the Convention landing at airports open to international air traffic in the territory of the other Contracting Party shall be subject to ramp inspections by the competent authorities of that other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment.

3. Either Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party.

4. Either competent authorities of a Contracting Party may take all appropriate and immediate measures whenever they ascertain that an aircraft, a product or an operation may:

- (a) fail to satisfy the minimum standards established pursuant to the Convention, the legislation specified in Part A of Annex III, or the equivalent Jordanian Legislation compliant with paragraph 1 of this Article, whichever is applicable;
- (b) give rise to serious concerns — established through an inspection referred to in paragraph 2 — that an aircraft or the operation of an aircraft does not comply with the minimum standards established pursuant to the Convention, the legislation specified in Part A of Annex III, or the equivalent Jordanian Legislation compliant with paragraph 1 of this Article, whichever is applicable; or
- (c) give rise to serious concerns that there is a lack of effective maintenance and administration of minimum standards established pursuant to the Convention, the legislation specified in Part A of Annex III, or the equivalent Jordanian Legislation compliant with paragraph 1 of this Article, whichever is applicable.

5. Where the competent authorities of one Contracting Party take action under paragraph 4, they shall promptly inform the competent authorities of the other Contracting Party of taking such action, providing reasons for its action.

6. Where measures taken in application of paragraph 4 are not discontinued even though the basis for taking them has ceased to exist, either Contracting Party may refer the matter to the Joint Committee.

Article 14

Aviation Security

1. The Contracting Parties shall ensure that their legislation delivers, at a minimum, the standards specified in Part B of Annex III to this Agreement, under the conditions set out hereafter.

2. The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm their obligations to each other to provide for the security of

civil aviation against acts of unlawful interference, and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and the Convention on the marking of plastic explosives for purpose of detection signed at Montreal on 1 March 1991, insofar as both Contracting Parties are parties to these conventions, as well as all other conventions and protocols relating to civil aviation security of which both Contracting Parties are parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security Standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organisation (ICAO) and designated as Annexes to the Chicago Convention, to the extent that such security provisions are applicable to the Contracting Parties. Both Contracting Parties shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory, act in conformity with such aviation security provisions.

5. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet increases in the threat. Each Contracting Party agrees that their air carriers may be required to observe the aviation security provisions referred to in paragraph 4 required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party.

6. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat. Except in case of emergency, each Contracting Party will inform the other Contracting Party in advance of any special security measures it intends to introduce which could have a significant financial or operational impact on the air transport services provided under this Agreement. Either Contracting Party may request a meeting of the Joint Committee to discuss such security measures, as provided for in Article 21 (The Joint Committee) of this Agreement.

7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

8. Each Contracting Party shall take all measures it finds practicable to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.

10. Without prejudice to Article 4 (Refusal, Revocation, Suspension, Limitation of Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorisation of one or more air carriers of such other Contracting Party.

11. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

12. Any action taken in accordance with the paragraph 10 of this Article shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

Article 15

Air traffic management

1. The Contracting Parties shall ensure that their legislation delivers the standards specified in Part C of Annex III to this Agreement, under the conditions set out hereafter.

2. The Contracting Parties commit themselves to the highest degree of cooperation in the field of air traffic management with a view to extending the Single European Sky to Jordan in order to enhance current safety standards and overall efficiency for general air traffic standards in Europe, to optimise capacities and to minimise delays. To this purpose, an appropriate participation of Jordan to the single sky committee shall be ensured. The Joint Committee shall be responsible for monitoring and facilitating cooperation in the field of air traffic management.

3. With a view to facilitating the application of the Single European Sky legislation in their territories:

(a) Jordan shall take the necessary measures to adjust their air traffic management institutional structures to the Single

European Sky, in particular by establishing pertinent national supervisory bodies at least functionally independent of air navigation service providers; and

(b) The European Union shall associate Jordan with relevant operational initiatives in the fields of air navigation services, airspace and interoperability that stem from the Single European Sky, in particular through the early involvement of Jordan's efforts to establish functional airspace blocks, or through appropriate coordination on SESAR.

Article 16

Environment

1. The Contracting Parties recognise the importance of protecting the environment when developing and implementing international aviation policy.

2. The Contracting Parties recognise the importance of working together, and within the framework of multilateral discussions, to consider the effects of aviation on the environment and the economy, and to ensure that any mitigating measures are fully consistent with the objectives of this Agreement.

3. Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take all appropriate measures within its sovereign jurisdiction to prevent or otherwise address the environmental impacts of air transport provided that such measures are fully consistent with their rights and obligations under international law and are applied without distinction as to nationality.

4. The Contracting Parties shall ensure that their legislation delivers the standards specified in Part D of Annex III to this Agreement.

Article 17

Consumer protection

The Contracting Parties shall ensure that their legislation delivers the standards relating to air transport specified in Part E of Annex III to this Agreement.

Article 18

Computer reservation systems

The Contracting Parties shall ensure that their legislation delivers the standards specified in Part F of Annex III to this Agreement.

Article 19

Social aspects

The Contracting Parties shall ensure that their legislation delivers the standards relating to air transport specified in Part G of Annex III to this Agreement.

TITLE III

INSTITUTIONAL PROVISIONS

Article 20

Interpretation and enforcement

1. The Contracting Parties shall take all appropriate measures, whether general or particular, to ensure fulfilment of the obligations arising out of this Agreement and shall refrain from any measures which would jeopardise attainment of the objectives of this Agreement.
2. Each Contracting Party shall be responsible, in its own territory, for the proper enforcement of this Agreement and in particular the legislation that delivers the standards specified in Annex III to this Agreement.
3. Each Contracting Party shall give the other Contracting Party all necessary information and assistance in the case of investigations on possible infringements which that other Contracting Party carries out under its respective competences as provided in this Agreement.
4. Whenever the Contracting Parties act under the powers granted to them by this Agreement on matters which are of interest to the other Contracting Party and which concern the authorities or undertakings of the other Contracting Party, the competent authorities of the other Contracting Party shall be fully informed and given the opportunity to comment before a final decision is taken.

Article 21

The Joint Committee

1. A committee composed of representatives of the Contracting Parties (hereinafter referred to as the Joint Committee) is hereby established, which shall be responsible for the administration of this Agreement and shall ensure its proper implementation. For this purpose, it shall make recommendations and take decisions in the cases provided for in this Agreement.
2. The decisions of the Joint Committee shall be adopted by consensus and shall be binding upon the Contracting Parties. They will be put into effect by the Contracting Parties in accordance with their own rules.
3. The Joint Committee shall adopt, by a decision, its rules of procedure.
4. The Joint Committee shall meet as and when necessary. Either Contracting Party may request the convening of a meeting.
5. A Contracting Party may also request a meeting of the Joint Committee to seek to resolve any question relating to the interpretation or application of this Agreement. Such a meeting

shall begin at the earliest possible date, but not later than two months from the date of receipt of the request, unless otherwise agreed by the Contracting Parties.

6. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Contracting Party, shall hold consultations within the Joint Committee.

7. If, in the view of one of the Contracting Parties, a decision of the Joint Committee is not properly implemented by the other Contracting Party, the former may request that the issue be discussed by the Joint Committee. If the Joint Committee cannot solve the issue within two months of its referral, the requesting Contracting Party may take appropriate safeguard measures under Article 23 (Safeguard Measures) of this Agreement.

8. The decisions of the Joint Committee shall state the date of its implementation in the Contracting Parties and any other information likely to concern economic operators.

9. Without prejudice to paragraph 2, if the Joint Committee does not take a decision on an issue which has been referred to it within six months of the date of referral, the Contracting Parties may take appropriate temporary safeguard measures under Article 23 (Safeguard Measures) of this Agreement.

10. The Joint Committee shall examine questions relating to bilateral investments of majority participation, or changes in the effective control of air carriers of the Contracting Parties.

11. The Joint Committee shall also develop cooperation by:

- (a) fostering expert-level exchanges on new legislative or regulatory initiatives and developments, including in the fields of security, safety, the environment, aviation infrastructure (including slots), competitive environment and consumer protection;
- (b) regularly examining the social effects of this Agreement as it is implemented, notably in the area of employment and developing appropriate responses to concerns found to be legitimate;
- (c) considering potential areas for the further development of this Agreement, including the recommendation of amendments to this Agreement; and
- (d) agreeing, on the basis of consensus, proposals, approaches or documents of a procedural nature directly related to the functioning of this Agreement.

12. The Contracting Parties share the goal of maximising the benefits for consumers, airlines, labour, and communities by extending this Agreement to include third countries. To this end, the Joint Committee shall work to develop a proposal regarding the conditions and procedures, including any necessary amendments to this Agreement, that would be required for third countries to accede to this Agreement.

*Article 22***Dispute Resolution and Arbitration**

1. Either Contracting Party may request the Association Council established under the Association Agreement to examine any dispute relating to the application or interpretation of this Agreement, having not been resolved in accordance with Article 21 (The Joint Committee) of this Agreement.
2. The Association Council established under the Association Agreement may settle the dispute by means of a decision.
3. The Contracting Parties shall take the necessary measures to implement the decision referred to in paragraph 2.
4. Should the Contracting Parties be unable to settle the dispute through the Joint Committee or in accordance with paragraph 2, the dispute shall, at the request of either Contracting Party, be submitted to an arbitration panel of three arbitrators in accordance with the procedure laid down hereafter:
 - (a) each Contracting Party shall appoint an arbitrator within sixty (60) days from the date of reception of the notification for the request for arbitration by the arbitration panel addressed by the other Contracting Party through diplomatic channels; the third arbitrator should be appointed by the other two arbitrators within sixty (60) additional days. If one of the Contracting Parties has not appointed an arbitrator within the agreed period, or if the third arbitrator is not appointed within the agreed period, each Contracting Party may request the President of the Council of the ICAO to appoint an arbitrator or arbitrators, whichever is applicable;
 - (b) the third arbitrator appointed under the terms of paragraph a) above should be a national of a third State and shall act as a President of the arbitration panel;
 - (c) the arbitration panel shall agree its rules of procedure; and
 - (d) subject to the final decision of the arbitration panel, the initial expenses of the arbitration shall be shared equally by the Contracting Parties.
5. At the request of a Contracting Party and pending the final decision of the arbitration panel, the arbitration panel may order the other Contracting Party to implement interim relief measures.
6. Any provisional decision or final decision of the arbitration panel shall be binding upon the Contracting Parties.
7. If one of the Contracting Parties does not act in conformity with a decision of the arbitration panel taken under the terms of this Article within thirty (30) days from the notification of the aforementioned decision, the other Contracting Party may, for as long as this failure endures,

limit, suspend or revoke the rights or privileges which it had granted under the terms of this Agreement from the Contracting Party at fault.

*Article 23***Safeguard measures**

1. The Contracting Parties shall take any general or specific measures required to fulfil their obligations under this Agreement. They shall see to it that the objectives set out in this Agreement are attained.
2. If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under this Agreement, it may take appropriate measures. Safeguard measures shall be restricted with regard to their scope and duration to what is strictly necessary in order to remedy the situation or maintain the balance of this Agreement. Priority shall be given to such measures as will least disturb the functioning of this Agreement.
3. A Contracting Party which is considering taking safeguard measures shall notify the other Contracting Parties through the Joint Committee and shall provide all relevant information.
4. The Contracting Parties shall immediately enter into consultations in the Joint Committee with a view to finding a commonly acceptable solution.
5. Without prejudice to Articles 3(d) (Authorisation), Article 4(d) (Refusal, Revocations, Suspension, Limitation of Authorisation) and Articles 13 (Aviation safety) and 14 (Aviation security) of this Agreement, the Contracting Party concerned shall not take safeguard measures until one month has elapsed after the date of notification under paragraph 3, unless the consultation procedure under paragraph 4 has been concluded before the expiration of the stated time limit.
6. The Contracting Party concerned shall, without delay, notify the measures taken to the Joint Committee and shall provide all relevant information.
7. Any action taken under the terms of this Article shall be suspended, as soon as the Contracting Party at fault satisfies the provisions of this Agreement.

*Article 24***Geographic extension of the Agreement**

The Contracting Parties commit to conduct a continuous dialogue to ensure the coherence of this Agreement with the Barcelona process and aim, as an ultimate goal, a common Euro Mediterranean Aviation Area. Therefore, the possibility of mutually agreeing amendments to take into account similar Euro Mediterranean Aviation agreements shall be explored within the Joint Committee in accordance with paragraph 11 of Article 21 (The Joint Committee).

Article 25

Relationship to other Agreements

1. The provisions of this Agreement supersede the relevant provisions of existing bilateral agreements between Jordan and the Member States. However, existing traffic rights which originate from these bilateral agreements and which are not covered under this Agreement can continue to be exercised, provided that there is no discrimination between air carriers of the European Union on the basis of nationality.
2. Notwithstanding Paragraph 1 of this Article, and subject to Article 27 (Termination), if this Agreement is terminated or ceases to be provisionally applied, the regime applicable to air services between the Contracting Parties' respective territories may be agreed by them prior to termination.
3. If the Contracting Parties become parties to a multilateral agreement, or endorse a decision adopted by ICAO or another international organisation, that addresses matters covered by this Agreement, they shall consult in the Joint Committee to determine whether this Agreement should be revised to take into account such developments.
4. This Agreement shall be without prejudice to any decision by the two Contracting Parties to implement future recommendations that may be made by the ICAO. The Contracting Parties shall not cite this Agreement, or any part of it, as the basis for opposing consideration in the ICAO of alternative policies on any matter covered by this Agreement.

Article 26

Amendments

1. If one of the Contracting Parties wishes to amend the provisions of this Agreement, it shall notify the Joint Committee accordingly. The amendment to this Agreement shall enter into force after completion of the respective internal procedures of each contracting party.
2. The Joint Committee may, upon the proposal of one Contracting Party and in accordance with this Article, decide to modify the Annexes to this Agreement.
3. This Agreement shall be without prejudice to the right of each Contracting Party, subject to compliance with the principle of non-discrimination to unilaterally adopt new legislation or amend its existing legislation in the field of air transport or an associated area mentioned in Annex III to this Agreement.
4. As soon as new legislation in the field of air transport or an associated area covered by Annex III that could impact the

proper functioning of this Agreement is being drawn up by one of the Contracting Parties, it shall inform and consult the other Contracting Party as closely as possible. At the request of one of the Contracting Parties, a preliminary exchange of views may take place in the Joint Committee.

5. As soon as a Contracting Party has adopted new legislation or an amendment to its legislation in the field of air transport or an associated area mentioned in Annex III that could impact the proper functioning of this Agreement, it shall inform the other Contracting Party not later than thirty days after its adoption. Upon the request of any Contracting Party, the Joint Committee shall within sixty days thereafter hold an exchange of views on the implications of such new legislation or amendment for the proper functioning of this Agreement.

6. Following the exchanges of view referred to in paragraph 5 above, the Joint Committee shall:

- (a) adopt a decision revising Annex III of this Agreement so as to integrate therein, if necessary on a basis of reciprocity, the new legislation or amendment in question;
- (b) adopt a decision to the effect that the new legislation or amendment in question shall be regarded as in accordance with this Agreement; or
- (c) recommend any other measures, to be adopted within a reasonable period of time, to safeguard the proper functioning of this Agreement.

Article 27

Termination

1. This Agreement is concluded for an unlimited period.
2. Either Contracting Party may, at any time, give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to ICAO. This Agreement shall terminate at midnight GMT at the end of the IATA traffic season in effect one year following the date of written notification of termination, unless:
 - (a) the notice is withdrawn by agreement of the Contracting Parties before the expiry of this period; or
 - (b) the Contracting Party other than the one giving the notice for termination requests a longer period of time, not exceeding 18 months, in order to ensure satisfactory negotiation of the subsequent regime applicable to air services between their respective territories.

*Article 28***Registration with the International Civil Aviation Organisation and the United Nations Secretariat**

This Agreement and all amendments thereto shall be registered with the ICAO and with the UN Secretariat.

*Article 29***Entry into force**

1. This Agreement shall enter into force one month after the date of the last note in an exchange of diplomatic notes between the Contracting Parties confirming that all necessary procedures for entry into force of this Agreement have been completed. For purposes of this exchange, the Hashemite Kingdom of Jordan shall deliver to the General Secretariat of the Council of the European Union its diplomatic note to the European Union and its Member States, and the General Secretariat of the Council of the European Union shall deliver to the Hashemite Kingdom of Jordan the diplomatic note from the European Union and its Member States. The diplomatic note from the European Union and its Member States shall contain

communications from each Member State confirming that its necessary procedures for entry into force of this Agreement have been completed.

2. Notwithstanding Paragraph 1 of this Article, the Contracting Parties agree to provisionally apply this Agreement from the first day of the month following the earliest of (i) the date of the latest note of which the Parties have notified each other of the completion of the procedures necessary to provisionally apply this Agreement, or (ii) subject to the internal procedures and/or domestic legislation, as applicable, of the Contracting Parties, the date that falls 12 months from the date of signature of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised, have signed this Agreement.

Done at Brussels on the fifteenth day of December in the year two thousand and ten, in duplicate, in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish, Swedish and Arabic languages, each text being equally authentic.

Voor het Koninkrijk België
Pour le Royaume de Belgique
Für das Königreich Belgien



Deze handtekening verbindt eveneens het Vlaamse Gewest, het Waalse Gewest en het Brussels Hoofdstedelijk Gewest.
Cette signature engage également la Région wallonne, la Région flamande et la Région de Bruxelles-Capitale.
Diese Unterschrift bindet zugleich die Wallonische Region, die Flämische Region und die Region Brüssel-Hauptstadt.

За Република България



Za Českou republiku



På Kongeriget Danmarks vegne



Für die Bundesrepublik Deutschland



Eesti Vabariigi nimel



Thar cheann Na hÉireann
For Ireland



Για την Ελληνική Δημοκρατία



Por el Reino de España



Pour la République française



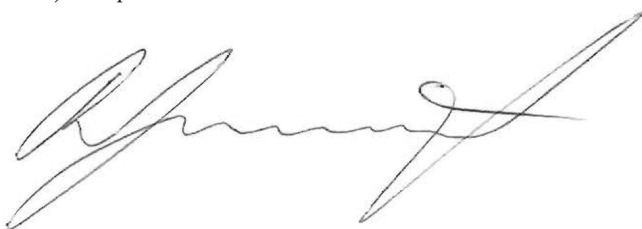
Per la Repubblica italiana



Για την Κυπριακή Δημοκρατία

A handwritten signature in Greek, appearing to read 'Ekklaroú', written in a cursive style.

Latvijas Republikas vārdā –

A handwritten signature in a cursive style, likely representing the Latvian Republic.

Lietuvos Respublikos vardu

A handwritten signature in a cursive style, likely representing the Republic of Lithuania.

Pour le Grand-Duché de Luxembourg

A handwritten signature in a cursive style, appearing to read 'Eisenbarth d.', representing the Grand-Duchy of Luxembourg.

A Magyar Köztársaság részéről

A handwritten signature in a cursive style, likely representing the Hungarian Republic.

Għal Malta



Voor het Koninkrijk der Nederlanden



Für die Republik Österreich



W imieniu Rzeczypospolitej Polskiej



Pela República Portuguesa



Pentru România



Za Republiko Slovenijo



Za Slovenskú republiku



Suomen tasavallan puolesta

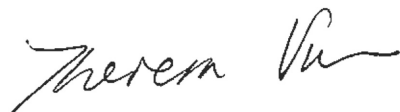
För Republiken Finland



För Konungariket Sverige



For the United Kingdom of Great Britain and Northern Ireland



За Европейския съюз
Por la Unión Europea
Za Evropskou unii
For Den Europæiske Union
Für die Europäische Union
Euroopa Liidu nimel
Για την Ευρωπαϊκή Ένωση
For the European Union
Pour l'Union européenne
Per l'Unione europea
Eiropas Savienības vārdā –
Europos Sąjungos vardu
Az Európai Unió részéről
Għall-Unjoni Ewropea
Voor de Europese Unie
W imieniu Unii Europejskiej
Pela União Europeia
Pentru Uniunea Europeană
Za Európsku úniu
Za Evropsko unijo
Euroopan unionin puolesta
För Europeiska unionen



عن المملكة الأردنية الهاشمية



ANNEX I

AGREED SERVICES AND SPECIFIED ROUTES

1. This Annex is subject to the transitional provisions contained in Annex II to this Agreement.
 2. Each Contracting Party grants to the air carriers of the other Contracting Party the rights to provide air transport services on the routes specified hereunder:
 - (a) for air carriers of the European Union: Points in the European Union — One or more intermediate points in Euromed countries, ECAA countries, or countries listed in Annex IV — One or more points in Jordan;
 - (b) for air carriers of Jordan: Points in Jordan — One or more intermediate points in Euromed countries, ECAA countries or countries listed in Annex IV — One or more points in the European Union.
 3. The services operated, according to paragraph 2 of the present Annex, shall originate or terminate in the territory of Jordan, for Jordan air carriers, and in the territory of the European Union for Community air carriers.
 4. The air carriers of each Contracting Party may on any or all flights and at their option:
 - (a) operate flights in either or both directions;
 - (b) combine different flight numbers within one aircraft operation;
 - (c) serve intermediate, as specified in paragraph 2 of this Annex, and points in the territories of the Contracting Parties in any combination and in any order;
 - (d) omit stops at any point or points;
 - (e) transfer traffic from any of its aircraft to any of its other aircraft at any point;
 - (f) make stopovers at any points whether within or outside the territory of either Contracting Party;
 - (g) carry transit traffic through the other Contracting Party's territory; and
 - (h) combine traffic on the same aircraft regardless of where such traffic originates.
 5. Each Contracting Party shall allow each air carrier to determine the frequency and capacity of the international air transport it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the air carriers of the other Contracting Party, except for customs, technical, operational, environmental, protection of health reasons.
 6. The air carriers of each Contracting Party may serve, notably but not exclusively within the framework of code share arrangements, any points located in a third country that is not included on the specified routes, provided that they do not exercise 5th freedom rights.
-

*ANNEX II***TRANSITIONAL PROVISIONS**

1. The implementation and application of all the provisions of this Agreement, especially the standards specified in Annex III, except part B of that Annex, shall be verified by an evaluation under the responsibility of the European Union and shall be approved by a decision of the Joint Committee. Such an evaluation shall be conducted on the earliest of (i) the date on which Jordan notifies the Joint Committee of its fulfilment of the harmonisation process based on Annex III of this Agreement, or (ii) one year after the entry into force of this Agreement.
 2. Notwithstanding the provisions of Annex I, the agreed services and specified routes of this Agreement, shall not include, until the moment of the adoption of the decision referred to in paragraph 1 of this Annex II, the right for the air carriers of all Contracting Parties to exercise 5th freedom rights, including for the air carriers of Jordan between points within the territory of the European Union. However, all traffic rights already granted by one of the bilateral agreements between Jordan and the Member States of the European Union can continue to be exercised insofar as there is no discrimination between air carriers of the European Union on the basis of nationality.
 3. Notwithstanding paragraph 1 of this Annex, the implementation and application of the security standards specified in part B of Annex III shall be verified by an evaluation under the responsibility of the European Union and shall be approved by a decision of the Joint Committee. The confidential parts of the security legislation indicated in Part B of Annex III will be shared with Jordan only once such a decision is adopted.
 4. All Air Carriers of both Contracting Parties shall benefit from the right provided in Article 8 paragraph 3(a)(i) ('self-handling') at the Queen Alia International Airport on 1 January 2016 at the latest. In the meantime, all ground-handling services at that airport shall be available on an equal and non-discriminatory basis to all air carriers; prices of such services shall not exceed their full cost including a reasonable return on assets, after depreciation.
-

ANNEX III

LIST OF CIVIL AVIATION RULES

A. AVIATION SAFETY

No 3922/91

Council Regulation (EEC) No 3922/91 of 16 December 1991 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation

as amended by:

- Commission Regulation (EC) No 2176/96 of 13 November 1996 amending to scientific and technical progress Council Regulation (EEC) No 3922/91,
- Commission Regulation (EC) No 1069/1999 of 25 May 1999 adapting to scientific and technical progress Council Regulation (EEC) No 3922/91,
- Commission Regulation (EC) No 2871/2000 of 28 December 2000 adapting to scientific and technical progress Council Regulation (EEC) No 3922/91 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation,
- Regulation (EC) No 1592/2002 of the European Parliament and of the Council of 15 July 2002 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency

Applicable provisions: Articles 1 to 10, 12 to 13 with the exception of Article 4, paragraph 1 and Article 8 paragraph 2, sentence 2, Annexes I, II and III. As regards the application of Article 12 'Member States' shall read 'Member States of the European Union'.

- Regulation (EC) No 1899/2006 of the European Parliament and of the Council of 12 December 2006 amending Council Regulation (EEC) No 3922/91 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation,
- Regulation (EC) No 1900/2006 of the European Parliament and of the Council of 20 December 2006 amending Council Regulation (EEC) No 3922/91 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation,
- Commission Regulation (EC) No 8/2008 of 11 December 2007 amending Council Regulation (EEC) No 3922/91 as regards common technical requirements and administrative procedures applicable to commercial transportation by aeroplane,
- Commission Regulation (EC) No 859/2008 of 20 August 2008 amending Council Regulation (EEC) No 3922/91 as regards common technical requirements and administrative procedures applicable to commercial transportation by aeroplane

Applicable provisions: Articles 1 to 10, 12 to 13 with the exception of Article 4(1) and Article 8(2) (second sentence), Annexes I to III. As regards the application of Article 12, 'Member States' shall read 'Member States of the European Union'.

No 216/2008

Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency, and repealing Council Directive 91/670/EEC, Regulation (EC) No 1592/2002 and Directive 2004/36/EC

Applicable provisions: Articles 1 to 68 with the exception of Article 65, the second subparagraph of Article 69(1), Article 69(4), Annexes I to VI

No 94/56

Council Directive 94/56/EC of 21 November 1994 establishing the fundamental principles governing the investigations of civil aviation accidents and incidents

Applicable provisions: Articles 1 to 12

No 2003/42

Directive 2003/42/EC of the European Parliament and the Council of 13 June 2003 on occurrence reporting in civil aviation

Applicable provisions: Articles 1 to 11, Annexes I and II

No 1702/2003

Commission Regulation (EC) No 1702/2003 of 24 September 2003 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification of design and production organisations as amended by:

- Commission Regulation (EC) No 381/2005 of 7 March 2005 amending Regulation (EC) No 1702/2003 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification of design and production organisations,
- Commission Regulation (EC) No 706/2006 of 8 May 2006 amending Regulation (EC) No 1702/2003 as regards the period during which Member States may issue approvals of a limited duration,
- Commission Regulation (EC) No 335/2007 of 28 March 2007 amending Regulation (EC) No 1702/2003 as regards the implementing rules related to environmental certification of aircraft and related products, parts and appliances,
- Commission Regulation (EC) No 375/2007 of 30 March 2007 amending Regulation (EC) No 1702/2003 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification of design and production organisations,
- Commission Regulation (EC) No 287/2008 of 28 March 2008 on the extension of the period of validity of referred to in Article 2c(3) of Regulation (EC) No 1702/2003,
- Commission Regulation (EC) No 1057/2008 of 27 October 2008 amending Appendix II of Annex to Regulation (EC) No 1702/2003 concerning the Airworthiness Review Certificate (EASA Form 15a)

Applicable provisions: Articles 1 to 4, Annex. The transitional periods referred to in this Regulation shall be determined by the Joint Committee.

No 2042/2003

Commission Regulation (EC) No 2042/2003 of 20 November 2003 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks

Applicable provisions: Articles 1 to 6, Annexes I to IV

As amended by:

- Commission Regulation (EC) No 707/2006 of 8 May 2006 amending Regulation (EC) No 2042/2003 as regards approvals of a limited duration and Annexes I and III,
- Commission Regulation (EC) No 376/2007 of 30 March 2007 amending Regulation (EC) No 2042/2003 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks,
- Commission Regulation (EC) No 1056/2008 of 27 October 2008 amending Regulation (EC) No 2042/2003 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks

Applicable provisions: Articles 1 to 6, Annexes I to IV

B. AVIATION SECURITY

No 300/2008

Regulation (EC) No 300/2008 of the European Parliament and of the Council of 11 March 2008 on common rules in the field of civil aviation security and repealing Regulation (EC) No 2320/2002

Applicable provisions: Articles 1 to 18, Article 21, Article 24(2)-(3), Annex

No 820/2008

Commission Regulation (EC) No 820/2008 of 8 August 2008 laying down measures for the implementation of the common basic standards on aviation security

Applicable provisions: Articles 1 to 6, Annex, Attachment 1

No 1217/2003

Commission Regulation (EC) No 1217/2003 of 4 July 2003 laying down common specifications for national civil aviation security quality control programmes

Applicable provisions: Articles 1 to 11, Annexes I and II

No 1486/2003

Commission Regulation (EC) No 1486/2003 of 22 August 2003 laying down procedures for conducting Commission inspections in the field of civil aviation security

Applicable provisions: Articles 1 to 16

No 1138/2004

Commission Regulation (EC) No 1138/2004 of 21 June 2004 establishing a common definition of critical parts of security restricted areas at airports

Applicable provisions: Articles 1 to 8

C. AIR TRAFFIC MANAGEMENT

No 549/2004

Regulation (EC) No 549/2004 of the European Parliament and of the Council of 10 March 2004 laying down the framework for the creation of the single European sky (the 'framework Regulation')

Applicable provisions: Articles 1 to 4, 6, and 9 to 14.

No 550/2004

Regulation (EC) No 550/2004 of the European Parliament and of the Council of 10 March 2004 on the provision of air navigation services in the single European sky (the service provision Regulation)

Applicable provisions: Articles 1 to 19

No 551/2004

Regulation (EC) No 551/2004 of the European Parliament and of the Council of 10 March 2004 on the organisation and use of the airspace in the single European sky (the airspace Regulation)

Applicable provisions: Articles 1 to 11

No 552/2004

Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European Air Traffic Management network (the interoperability Regulation)

Applicable provisions: Articles 1 to 12

No 2096/2005

Commission Regulation (EC) No 2096/2005 of 20 December 2005 laying down common requirements for the provision of air navigation services as amended by:

— Commission Regulation (EC) No 1315/2007 of 8 November 2007 on safety oversight in air traffic management and amending Regulation (EC) No 2096/2005

Applicable provisions: Articles 1 to 9, Annexes I to V

— Commission Regulation (EC) No 482/2008 of 30 May 2008 establishing a software safety assurance system to be implemented by air navigation service providers and amending Annex II to Regulation (EC) No 2096/2005

Applicable provisions: Articles 1 to 5, Annexes I to II

No 2150/2005

Commission Regulation (EC) No 2150/2005 of 23 December 2005 laying down common rules for the flexible use of airspace

Applicable provisions: Articles 1 to 9, Annex

No 1794/2006

Commission regulation (EC) No 1794/2006 of 6 December 2006 laying down a common charging scheme for air navigation services

Applicable provisions: Articles 1 to 17, Articles 18 to 19, Annexes I to VI

D. ENVIRONMENT

No 2006/93

Directive 2006/93/EC of the European Parliament and of the Council of 12 December 2006 on the regulation of the operation of aeroplanes covered by Part II, Chapter 3, Volume 1 of Annex 16 to the Convention on International Civil Aviation, second edition (1988)

Applicable provisions: Articles 1 to 6 and Annexes I and II

No 2002/30

Directive 2002/30/EC of the European Parliament and of the Council of 26 March 2002 on the establishment of rules and procedures with regard to the introduction of noise-related operating restrictions at Community airports

Applicable provisions: Articles 1 to 15, Annexes I and II

No 2002/49

Directive 2002/49/EC of the European Parliament and of the Council of 25 June 2002 relating to the assessment and management of environmental noise

Applicable provisions: Articles 1 to 16, Annexes I to IV

E. CONSUMER PROTECTION

No 90/314

Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours

Applicable provisions: Articles 1 to 10

No 93/13

Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts

Applicable provisions: Articles 1 to 10 and Annex

No 95/46

Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data

Applicable provisions: Articles 1 to 34

No 2027/97

Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents

as amended by:

— Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97

Applicable provisions: Articles 1 to 8

No 261/2004

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91

Applicable provisions: Articles 1 to 17

No 1107/2006

Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air

Applicable provisions: Articles 1 to 17, Annexes I and II

F. COMPUTER RESERVATION SYSTEMS

No 80/2009

Regulation (EC) No 80/2009 of the European Parliament and of the Council of 14 January 2009 on a Code of Conduct for computerised reservation systems and repealing Council Regulation (EEC) No 2299/89

G. SOCIAL ASPECTS

No 1989/391

Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work

Applicable provisions: Articles 1 to 16, and 18-19

No 2003/88

Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time

Applicable provisions: Articles 1 to 19, 21 to 24 and 26 to 29

No 2000/79

Council Directive 2000/79/EC of 27 November 2000 concerning the European agreement on the organisation of working time of mobile workers in civil aviation concluded by the Association of European Air carriers (AEA), the European Transport Workers' Federation (ETF), the European Cockpit Association (ECA), the European Regions Air carrier Association (ERA) and the International Air Carrier Association (IACA)

ANNEX IV

LIST OF OTHER STATES REFERRED TO IN ARTICLES 3 AND 4, AND ANNEX I

1. The Republic of Iceland (under the Agreement on the European Economic Area);
 2. The Principality of Liechtenstein (under the Agreement on the European Economic Area);
 3. The Kingdom of Norway (under the Agreement on the European Economic Area);
 4. The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation).
-

REGULATIONS

COUNCIL IMPLEMENTING REGULATION (EU) No 1153/2012

of 3 December 2012

imposing a definitive anti-dumping duty on imports of chamois leather originating in the People's Republic of China following an expiry review pursuant to Article 11(2) of Regulation (EC) No 1225/2009

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 1225/2009 of 30 November 2009 on protection against dumped imports from countries not members of the European Community⁽¹⁾ ('the basic Regulation'), and in particular Articles 9(4) and 11(2) thereof,

Having regard to the proposal submitted by the European Commission ('the Commission') after consulting the Advisory Committee,

Whereas:

A. PROCEDURE

1. Measures in force

- (1) The Council, following an anti-dumping investigation ('the original investigation'), imposed by Regulation (EC) No 1338/2006⁽²⁾ a definitive anti-dumping duty on imports of chamois leather currently falling within CN codes 4114 10 10 and 4114 10 90 originating in the People's Republic of China (the 'PRC' or 'the country concerned') ('the definitive anti-dumping measures'). The measures took the form of an *ad valorem* duty at the level of 58,9 %.

2. Request for an expiry review

- (2) Following the publication of a notice of impending expiry of the definitive anti-dumping measures in force⁽³⁾, the Commission received on 14 June 2011 a request for the initiation of an expiry review of these

measures pursuant to Article 11(2) of the basic Regulation. The request was lodged by the UK Leather Federation ('the applicant'), representing more than 50 % of the total Union production of chamois leather.

- (3) The application submitted was based on the grounds that the expiry of the definitive anti-dumping measures would be likely to result in a continuation of dumping and injury to the Union industry.

3. Initiation of an expiry review

- (4) Having determined, after consulting the Advisory Committee, that sufficient evidence existed for the initiation of an expiry review, the Commission announced on 13 September 2011, by a notice published in the *Official Journal of the European Union*⁽⁴⁾ ('the Notice of initiation'), the initiation of an expiry review pursuant to Article 11(2) of the basic Regulation.

4. Investigation

4.1. Review investigation period and period considered

- (5) The investigation of a continuation of dumping covered the period from 1 July 2010 to 30 June 2011 ('the review investigation period' or 'RIP'). The examination of the trends relevant for the assessment of the likelihood of a continuation of injury covered the period from 1 January 2008 to the end of the review investigation period ('the period considered').

4.2. Parties concerned by the investigation

- (6) The Commission officially advised the applicant and other known Union producers, exporting producers in the country concerned, unrelated importers, users in the Union known to be concerned, and the representatives of the exporting country of the initiation of the expiry review. Interested parties were given the opportunity to make their views known in writing and to request a hearing within the time limit set out in the Notice of initiation.

⁽¹⁾ OJ L 343, 22.12.2009, p. 51.

⁽²⁾ OJ L 251, 14.9.2006, p. 1.

⁽³⁾ OJ C 19, 20.1.2011, p. 9.

⁽⁴⁾ OJ C 270, 13.9.2011, p. 6.

- (7) In view of the apparent large number of Union producers, exporting producers in the country concerned and unrelated importers, it was considered appropriate, in accordance with Article 17 of the basic Regulation, to examine whether sampling should be used. In order to enable the Commission to decide whether sampling would be necessary and, if so, to select a sample, those parties were requested, pursuant to Article 17 of the basic Regulation, to make themselves known within 15 days of the initiation of the review and to provide the Commission with the information requested in the Notice of initiation.
- (8) Sampling for Union producers has been applied, and out of three known Union producers two groups of producers have been sampled.
- (9) Six known exporting producers in the PRC were contacted. However, none of these companies cooperated in the investigation.
- (10) With regard to importers, 35 unrelated importers of chamois leather in the Union were identified and invited to provide sampling information. Only two of them came forward and were willing to cooperate in the current review. Consequently, no sampling was necessary for unrelated importers.
- (11) The Commission sent questionnaires to all parties known to be concerned and to those who made themselves known within the deadlines set in the Notice of initiation. Replies were received from the sampled groups of Union producers and two cooperating unrelated importers. None of the exporting producers in the PRC cooperated in the review and no relevant consumer association supplied the Commission with any information or made itself known in the course of the investigation.
- (12) The Commission sought and verified all the information it deemed necessary for a determination of the likelihood of a continuation of dumping and resulting injury and of the Union interest. Verification visits were carried out at the premises of the following interested parties:

Union producers

- Hutchings & Harding Ltd, Cambridge, United Kingdom; and
- Marocchinerie e Scamoscerie Italiane Spa, Turin, Italy.

B. PRODUCT CONCERNED AND LIKE PRODUCT

- (13) The product concerned by this review is the same as the one in the original investigation, namely chamois leather and combination chamois leather, whether or not cut to shape, including crust chamois leather and combination crust chamois leather originating in the People's Republic of China ('the product concerned'), currently falling within CN codes 4114 10 10 and 4114 10 90.
- (14) The investigation confirmed that, as in the original investigation, the product concerned and the products manufactured and sold on the domestic market in the PRC, as well as those manufactured and sold in the Union by the Union producers, have the same basic physical and technical characteristics as well as the same uses and are, therefore, considered to be like products within the meaning of Article 1(4) of the basic Regulation.

C. LIKELIHOOD OF A CONTINUATION OF DUMPING

- (15) In accordance with Article 11(2) of the basic Regulation, it was examined whether the expiry of the existing measures would be likely to lead to a continuation of dumping.

1. Preliminary remarks

- (16) As stated in recital (9) above, none of the six exporting producers in the PRC contacted cooperated with the investigation and findings on the likelihood of a continuation of dumping had to be based on facts available, in particular information submitted by the applicant, including information in the review request, and statistics in accordance with Article 18 of the basic Regulation.

2. Dumping of imports during the RIP**2.1. Analogue country**

- (17) In accordance with the provisions of Article 2(7)(a) of the basic Regulation, normal value had to be determined on the basis of the price or constructed normal value obtained in an appropriate market economy third country (the 'analogue country'), or the price from the analogue country to other countries, including the Union, or, where those are not possible, on any other reasonable basis, including the price actually paid or payable in the Union for the like product, duly adjusted if necessary to include a reasonable profit margin.

(18) In the original investigation, the USA served as an analogue country for the purpose of establishing the normal value. The only chamois leather producer operating in the USA at the time of the original investigation has since closed its production site. Since then, its chamois leather has been imported from a joint venture company in Turkey. As there is no more significant production of chamois leather left in the USA, other countries, i.e. New Zealand, Turkey and India, were envisaged as analogue countries in the Notice of initiation of the present review. Potential analogue country producers located in New Zealand, Turkey and India were contacted, but no cooperation could be obtained.

(19) Regarding the normal value, in the absence of cooperation from an analogue country producer, it was determined on the basis of information on the average price of Indian imports into the Union as available in the import statistics from Eurostat for the RIP (India being the country with the highest volume of imports into the Union). Regarding the export price, in the absence of cooperation from the exporting producers from the PRC, it was based on the information on the average price of the Chinese imports into the Union as available in the import statistics from Eurostat for the RIP. On those bases, the dumping margin was established as the difference between the average price of the Indian imports into the Union used as normal value and the average price of the Chinese imports used as export price. The dumping calculation resulted in a dumping margin of 64 %.

2.2. Development of imports should measures be repealed

(20) Further to the analysis of the existence of dumping during the RIP, the likelihood of continuation of dumping should measures be repealed was investigated. Given the fact that no exporting producer in the PRC cooperated in this investigation, the conclusions below rely on facts available in accordance with Article 18 of the basic Regulation, namely information provided in the review request, data provided by the applicant, as well as Eurostat data.

(21) In this respect, the following elements were analysed: development of imports from the PRC, production and spare capacity of the exporting producers and attractiveness of the Union market in terms of prices and volumes.

(22) As indicated in recital (32) below, the price comparison between imports from the PRC in the RIP and Union industry prices shows significant undercutting (51,6 %). The Union market continues to be attractive for Chinese

exporting producers, both in terms of price and volumes. This is reinforced by the fact that there are significant production capacities available in the PRC since the imposition of measures when imports from the PRC were reduced. Already prior to the imposition of measures the PRC tripled its Union market share for this product — from 10,7 % market share of the Union market in 2001 to 31,7 % in 2004. Furthermore, Chinese export prices to the Union are still higher than those on the markets of certain other third countries, making the Union market attractive to the Chinese exporting producers.

(23) The foregoing analysis demonstrates that Chinese exports continued to enter the Union market at dumped prices with very high dumping margins. Given most notably the analysis of price levels in the Union as well as capacities available in the PRC, it can be concluded there is a likelihood of a continuation of dumping should measures be removed.

D. INJURY

1. Union industry

(24) Within the Union, the like product is manufactured by three (groups of) companies. Two of them are represented by the applicant and are based in the UK and Italy with some processing in Poland and Romania. A third producer is based in Italy and is supporting the request. All other chamois leather producers are reported to have closed their manufacturing sites since 2006 when the original measures were introduced.

(25) The total Union production within the meaning of Article 4(1) of the basic Regulation was established on the basis of the questionnaire replies from the sampled Union producers and the basic macro data submitted by the third producer in the standing/sampling exercise. Those companies constitute the Union industry within the meaning of Article 4(1) and Article 5(4) of the basic Regulation, and will hereafter be referred to as the 'Union industry'. The two sampled producers account for 80 % of Union production.

(26) Since the microeconomic injury indicators are based on data of two companies only, they are presented in an indexed format in order to preserve confidentiality, pursuant to Article 19 of the basic Regulation.

2. Consumption in the Union market

(27) Union consumption was established on the basis of the sales volumes of the Union industry on the Union market and import data from Eurostat.

- (28) It is also noted that since 2010, there have been significant volumes of low-priced chamois leather exported to the rest of the Union via Spain (some 31 % in terms of market share). It is noted that Spain has no longer any production of the like product and the sales of chamois leather from Spain to the rest of the Union exceed imports. Those volumes have been added to the consumption figure. Between 2008 and the RIP, Union consumption increased by 26 %, with the main increase occurring between 2009 and 2010.

Table 1

	2008	2009	2010	RIP
Total Union consumption ('000 sq ft) (*)	22 107	22 300	28 434	27 827
Index (2008 = 100)	100	101	129	126

(*) Data from Eurostat and questionnaire replies

3. Imports from the PRC

(a) Volume and market share

- (29) Following the imposition of measures in 2006, the Chinese imports decreased significantly and are still rather limited, corresponding to a market share of some 4 % during the RIP. Notwithstanding this, over the period considered the volume of imports originating in the PRC has increased by 9 percentage points and reached a level of 1 103 330 square feet during the RIP. However, Chinese imports did not increase at the same rate as Union consumption and the market share of Chinese imports decreased over the period considered.

Table 2

	2008	2009	2010	RIP
Volume of imports from the country concerned ('000 sq ft) (*)	1 010,00	786,67	883,33	1 103,33
Index (2008 = 100)	100	78	87	109
Market share of imports from the country concerned (*)	5 %	4 %	3 %	4 %

(*) Data from Eurostat

(b) Prices

(i) Price evolution

- (30) The average price of the Chinese imports has varied over the period considered. Compared to 2008, the price initially increased in 2009 before dropping by 13 % in 2010 and climbing back to its 2008 level during the RIP.

Table 3

	2008	2009	2010	RIP
Price of imports from the country concerned (EUR/sq ft) (*)	0,45	0,61	0,39	0,46
Index (2008 = 100)	100	136	87	102

(*) Data from Eurostat

(ii) **Price undercutting**

- (31) For the purpose of analysing price undercutting, the weighted average sales prices of the Union industry to unrelated customers on the Union market were compared to the corresponding weighted average CIF prices of exporters from the PRC. Therefore, the sales prices of the Union industry have been adjusted in particular for credit costs, delivery costs, packaging and commissions to an ex-works level. The CIF prices of exports from the PRC have been obtained from Eurostat and adjusted to cover all costs related to customs clearance, i.e. customs tariff and post-importation costs (landed price).
- (32) The comparison showed that during the RIP the imports of the product concerned undercut the Union industry's prices by around 51,6 %.

4. Economic situation of the Union industry

- (33) Pursuant to Article 3(5) of the basic Regulation, the examination of the impact of the dumped imports on the Union industry included an evaluation of all economic factors and indices having a bearing on the state of the Union industry during the period considered.
- (34) For the purpose of the injury analysis, the injury indicators have been established at the following two levels:
- The macroeconomic indicators (production, capacity, sales volume, market share, growth, employment, productivity, average unit prices and magnitude of dumping margins and recovery from the effects of past dumping) were assessed at the level of the whole Union industry, on the basis of the information collected from the full questionnaire replies by the sampled companies and the macro data provided by the third Union producer.
 - The analysis of microeconomic indicators (stocks, wages, profitability, return on investments, cash flow, ability to raise capital and investments) was based on the information derived from the duly verified questionnaire replies provided by the sampled companies. This information is considered to be representative of the whole Union industry. Given that these indicators relate to two companies only, the absolute figures cannot be disclosed for confidentiality reasons, pursuant to Article 19 of the basic Regulation, and only indices are provided below.

(a) **Macroeconomic indicators****4.1. Production**

- (35) Since 2008, the Union production decreased continuously and during the RIP fell to 12 % below its 2008 level, despite the fact that consumption was increasing at the same time by 26 %.

Table 4

	2008	2009	2010	RIP
Production ('000 sq ft) (*)	7 659	7 223	7 100	6 753
Index (2008 = 100)	100	94	93	88

(*) Data from questionnaire replies

4.2. Production capacity and capacity utilisation rates

- (36) Production capacity remained stable between 2008 and the RIP. While capacity utilisation was already at a low level in 2008, the decrease in production between 2008 and the RIP led to a further significant decrease of capacity utilisation by 7 percentage points between 2008 and the RIP.

Table 5

	2008	2009	2010	RIP
Production capacity ('000 sq ft) (*)	13 290	13 290	13 290	13 290
Index (2008 = 100)	100	100	100	100
Capacity utilisation (*)	58 %	54 %	53 %	51 %
Index (2008 = 100)	100	94	93	88
(*) Data from questionnaire replies				

4.3. Sales volume

- (37) The sales by the Union industry on the Union market to unrelated customers increased by 5 % between 2008 and 2009, before dropping 2 % in 2010 and rising again during the RIP. Overall, the sales volume increased by 9 % over the period considered.

Table 6

	2008	2009	2010	RIP
Union Sales volume to unrelated customers ('000 sq ft) (*)	5 144	5 393	5 324	5 627
Index (2008 = 100)	100	105	103	109
(*) Data from questionnaire replies				

4.4. Market share

- (38) Between 2008 and 2009, the Union industry managed to slightly regain 1 % market share from its already low level of 23 % in 2008, before its market share declined by 4 percentage points to only 20 % in the RIP.

Table 7

	2008	2009	2010	RIP
Market share of the Union industry (*)	23 %	24 %	19 %	20 %
Index (2008 = 100)	100	104	80	87
(*) Data from Eurostat and questionnaire replies				

4.5. Growth

- (39) Between 2008 and the RIP, whilst the Union consumption increased by 26 %, the volume of sales by the Union producers on the Union market increased only by 9 %, and the Union producers' market share decreased by 3 percentage points. It is thus concluded that the Union producers could hardly benefit from the growth of the market.

4.6. Employment

- (40) After a first significant 9 % drop of employment between 2008 and 2009, the level of employment of the Union industry continued to decline. From 74 employees in 2008, only 59 employees are left in the RIP, which means an overall drop of 19 %.

Table 8

	2008	2009	2010	RIP
Employment product concerned (persons) (*)	74	67	62	59
<i>Index (2008 = 100)</i>	100	91	84	81

(*) Data from questionnaire replies

4.7. Productivity

- (41) Productivity of the Union industry's workforce, measured as output per person employed per year, increased by 9 % between 2008 and the RIP. This is a reflection of the fact that employment declined at a faster pace than production.

Table 9

	2008	2009	2010	RIP
Productivity (sq ft per employee) (*)	104 031	107 536	114 512	113 655
<i>Index (2008 = 100)</i>	100	103	110	109

(*) Data from questionnaire replies

4.8. Sales prices and factors affecting domestic prices

- (42) Unit sales prices of the Union industry remained stable between 2008 and the RIP. As mentioned above, the Union industry prices were significantly undercut by the dumped Chinese imports. However, the maintained prices level has been at the expense of the Union Industry's market share.

Table 10

	2008	2009	2010	RIP
Unit price Union market (EUR/sq ft) (*)	1,01	0,97	1,01	1,01
<i>Index (2008 = 100)</i>	100	96	100	100

(*) Data from questionnaire replies

4.9. Magnitude of dumping margin

- (43) Given the volume, market share and prices of the imports from the PRC, the impact on the Union industry of the actual margin of dumping cannot be considered to be negligible.

4.10. Recovery from the effects of past dumping

- (44) The indicators examined above show that, notwithstanding the imposition of the anti-dumping measures in 2006, the economic and financial situation of the Union industry has remained substantially fragile and injurious. Thus, no actual recovery from the past dumping could be established and it is considered that the Union industry remains vulnerable to the injurious effect of any dumped imports in the Union market.

(b) Microeconomic indicators

4.11. Stocks

- (45) The level of closing stocks of the Union industry increased significantly by 31 % between 2008 and the RIP. Further analysis allowed the fine-tuning of the assessment of the evolution of the number of months of production being stocked. In this respect, in 2008 the sampled producers kept around five months of production (43 %), but the pressure of the dumped imports forced them to increase stocks to more than seven months of production (corresponding to 63 % of total yearly production) during the RIP. The conclusion that the trend of stocks shows an injurious situation is therefore confirmed.

Table 11

	2008	2009	2010	RIP
Closing stock (sq ft) (*)	Business confidential data			
Index (2008 = 100)	100	116	135	131

(*) Data from questionnaire replies

4.12. Wages

- (46) The average wage per employee was stable between 2008 and 2009 as well as between 2010 and the RIP. The sharp increase by 20 % between 2009 and 2010 is due to a significant increase in labour cost by two of the sampled companies despite the fact that employment has been reduced.

Table 12

	2008	2009	2010	RIP
Annual labour cost per employee ('000 EUR) (*)	Business confidential data			
Index (2008 = 100)	100	100	120	120

(*) Data from questionnaire replies

4.13. Investments

- (47) The sampled companies' annual investments in the production of the like product were predominantly for the maintenance, and increased by 21 % between 2008 and the RIP. The sharp increase between 2010 and the RIP is due to the purchase of some equipment by one of the sampled companies in 2011.

Table 13

	2008	2009	2010	RIP
Net investments (EUR) (*)	Business confidential data			
Index (2008 = 100)	100	102	72	121

(*) Data from questionnaire replies

4.14. Profitability and return on investments

- (48) The Union industry was loss-making throughout the whole period considered. Between 2008 and the RIP, the losses (both in absolute terms and expressed as percentage of turnover) more than doubled.
- (49) Similarly, the return on investments ('ROI') was negative throughout the whole period considered, and worsened by – 131 percentage points between 2008 and the RIP.

Table 14

	2008	2009	2010	RIP
Net Profit of EU sales to unrelated customers (% of net sales) (*)	Business confidential data			
<i>Index (2008 = 100)</i>	- 100	- 95	- 73	- 203
ROI (net profit in % of net book value of investments) (*)	Business confidential data			
<i>Index (2008 = 100)</i>	- 100	- 95	- 73	- 231
(*) Data from questionnaire replies				

4.15. Cash flow and ability to raise capital

- (50) The net cash flow from operating activities remained negative throughout the whole period considered, and worsened by nearly - 300 percentage points between 2008 and the RIP.

Table 15

	2008	2009	2010	RIP
Cash flow (EUR) (*)	Business confidential data			
<i>Index (2008 = 100)</i>	- 100	- 115	- 77	- 398
(*) Data from questionnaire replies				

- (51) There were no indications that the Union industry encountered difficulties in raising capital.

(c) Impact of dumped imports and other factors

4.16. Impact of the dumped imports

- (52) Following the imposition of measures, the Chinese imports decreased significantly and are still rather limited, corresponding to a market share of some 4 % during the RIP. The price comparison between these imports and Union industry prices, however, shows significant undercutting (51,6 %). Given that chamois leather is a standardised product, that the product scope is very limited and that the Chinese goods are in terms of quality similar to the European, the relatively small market share of Chinese imports combined with significant undercutting points to significant impact those imports have on the situation of the Union industry.

4.17. Imports from other countries

- (53) There are significant imports from India, Turkey and New Zealand as well as some imports from other countries, which together account for a market share of 46 % in the RIP (down from 60 % in 2008).
- (54) With regard to imports from India, it is noted that their volumes are significant and that their market share has increased from 11 % in 2008 to 16 % in the RIP. At the same time, the average prices of Indian imports are somewhat below the average prices of the Union producers. Given the significant volumes and price differential, it is considered that Indian imports are contributing to some extent to the negative economic situation of the Union industry. At the same time, it is noted that prices of Indian imports are more than 60 % higher than the dumped Chinese imports. Consequently, it is considered that this limited impact on the current situation of the Union industry would in all likelihood not break the causal link between dumped imports and injury in the event of the likely increase in the dumped Chinese imports and further deterioration of the Union industry's situation resulting therefrom if measures would be repealed.

Table 16

	2008	2009	2010	RIP
Volume of imports from India ('000 sq ft) (*)	2 330,00	2 123,33	4 276,67	4 436,67
Market share of imports from India (*)	11 %	10 %	15 %	16 %
Average price of imports from India (EUR/sq ft)	0,79	0,82	0,66	0,75

(*) Data from Eurostat and questionnaire replies

- (55) There are also significant imports from Turkey, which account for a market share of 10 % in the RIP (down from 18 % in 2008). At the same time, the average prices of these imports are much higher than the chamois leather from the PRC and are very close to the price level of the Union industry. Given the declining trend of the imports from Turkey and their relatively high prices, it is considered that they would not break the causal link between dumped imports and injury in the event of the likely increase in the dumped Chinese imports and further deterioration of the Union industry's situation resulting therefrom if measures would be repealed.

Table 17

	2008	2009	2010	RIP
Volume of imports from Turkey ('000 sq ft) (*)	4 063,33	2 623,33	2 933,33	2 700,00
Market share of imports from Turkey (*)	18 %	12 %	10 %	10 %
Average price of imports from Turkey (EUR/sq ft)	0,77	0,89	1,05	1,20

(*) Data from Eurostat and questionnaire replies

- (56) There are also significant imports from New Zealand, which account for a market share of 7 % in the RIP and which have increased from 3 % in 2008. However, the average prices of these imports are much higher than the chamois leather from the PRC and even higher than the price level of the Union industry. Given the relatively high prices of imports from New Zealand, it is considered that they, too, would not break the causal link between dumped imports and injury in the event of the likely increase in the dumped Chinese imports and further deterioration of the Union industry's situation resulting therefrom if measures would be repealed.

Table 18

	2008	2009	2010	RIP
Volume of imports from New Zealand ('000 sq ft) (*)	716,67	2 426,67	1 966,67	1 883,33
Market share of imports from New Zealand (*)	3 %	11 %	7 %	7 %
Average price of imports from New Zealand (EUR/sq ft)	1,29	1,43	1,43	1,48

(*) Data from Eurostat and questionnaire replies

- (57) Imports from the rest of the world account for a market share of 13 % in the RIP (down from 27 % in 2008). At the same time, the average prices of these imports are much higher than the chamois leather from the PRC and are close to the price level of the Union industry. Given the declining trend of the imports from rest of the world and their relatively high prices compared to chamois leather imports from the PRC, it is considered that they, too, would not break the causal link between dumped imports and injury in the event of the likely increase in the dumped Chinese imports and further deterioration of the Union industry's situation resulting therefrom if measures would be repealed.

Table 19

	2008	2009	2010	RIP
Volume of imports from rest of the world ('000 sq ft) (*)	5 896,67	4 013,33	4 480,00	3 556,67
Market share of imports from rest of the world (*)	27 %	18 %	16 %	13 %
Average price of imports from rest of the world (EUR/sq ft)	0,63	0,84	0,81	0,84
(*) Data from Eurostat and questionnaire replies				

- (58) Imports from all other third countries taken together account for a market share of 46 % in the RIP (down from 60 % in 2008). At the same time, the average prices of these imports are much higher than the chamois leather from the PRC and are very close to the price level of the Union industry. Given the declining trend of the imports from third countries and their relatively high prices, it is considered that they, taken as a whole, would also not break the causal link between dumped imports and injury in the event of the likely increase in the dumped Chinese imports and further deterioration of the Union industry's situation resulting therefrom if measures would be repealed.

Table 20

	2008	2009	2010	RIP
Volume of imports from other countries ('000 sq ft) (*)	13 006,67	11 186,67	13 656,67	12 576,67
Index (2008 = 100)	100	86	105	97
Market share of imports from other countries (*)	60 %	51 %	49 %	46 %
Average price of imports from other countries (EUR/sq ft)	0,74	0,98	0,91	0,98
(*) Data from Eurostat and questionnaire replies				

5. Conclusion on the situation of the Union industry

- (59) There are only three producers (all of them SMEs) left in the Union. All other chamois leather producers are reported to have closed their manufacturing sites since 2006 when the original measures were introduced. That can be seen as resulting from the increased pressure that the Chinese dumped imports have been exercising on the Union market, even in a situation of increasing consumption.
- (60) The injury analysis shows that the situation of the Union industry deteriorated in the period considered. In particular, production dropped by some 12 %, and even if the sales increased slightly, that increase was less than the increase in consumption, and consequently the market share of the Union producers decreased by 3 percentage points.
- (61) At the same time, the analysis of microeconomic indicators show that profitability, return on investment and

cash flow of the Union industry remained negative throughout the period considered and further deteriorated towards the RIP.

- (62) Imports from India, Turkey, New Zealand and the rest of the world have been analysed. With regard to each of those imports flows, as well as all of them taken together, it is considered that they would not break the causal link between dumped imports and injury in the event of the likely increase in the dumped Chinese imports and further deterioration of the Union industry's situation resulting therefrom if measures would be repealed.
- (63) In the light of the foregoing, it is concluded that the Union industry has continued to suffer material injury within the meaning of Article 3(5) of the basic Regulation, and that its situation is very fragile and vulnerable and far from the condition that could be expected had it recovered from the injury found in the original investigation.

- (64) It is also concluded that the injurious situation of the Union industry has been predominantly caused by the continued existence (even if in lower quantities) of the dumped and low priced imports from the PRC.

E. LIKELIHOOD OF A CONTINUATION OF INJURY

1. Impact of the projected volume of imports and price effects in case of repeal of measures

- (65) Although the import volumes from the PRC decreased significantly after the imposition of measures in 2006, it is considered that there remain significant production capacities in the PRC (see recital 22). These spare capacities may be easily diverted to the Union market if measures would be repealed.
- (66) It is considered that should measures be repealed, the Chinese exporting producers would in all likelihood strive to regain any lost market share in the Union. Indeed, the significant undercutting established by the investigation shows that the level of prices in the Union makes it a very interesting market for the Chinese imports (see recital 22).

2. Conclusion on the continuation of injury

- (67) On this basis, it is concluded that the repeal of measures on the imports from the PRC would in all likelihood result in the continuation of injury to the Union industry.

F. UNION INTEREST

1. Introduction

- (68) In accordance with Article 21 of the basic Regulation, it was examined whether the maintenance of the existing anti-dumping measures would not be against the interest of the Union as a whole. The determination of the Union interest was based on an appreciation of the various interests involved, i.e. those of the Union industry on the one hand, and those of importers and users on the other hand.
- (69) It should be recalled that, in the original investigation, the adoption of measures was considered not to be against the interest of the Union. Furthermore, the fact that the present investigation is a review, thus analysing a situation in which anti-dumping measures have already been in place, allows for the assessment of any undue negative impact on the parties concerned by the current anti-dumping measures.
- (70) On this basis it was examined whether, despite the conclusions on the likelihood of a continuation of injurious dumping, it could be clearly concluded that it would not be in the Union interest to maintain measures in this particular case.

2. Interest of the Union industry

- (71) The Union industry, composed of SMEs, has consistently lost market share and has suffered material injury during the period considered. Should measures be repealed, the Union industry would in all likelihood be in an even worse situation.

3. Interest of importers

- (72) There are two unrelated importers cooperating in the investigation. The chamois leather related business constitutes only a limited part of their respective turn-overs. There are no indications that a continuation of measures would have any significant negative effect on their activities.

4. Interest of users and consumers

- (73) No user or consumer associations made themselves known within the time-limit set in the Notice of initiation, as was also the case in the original investigation. Given that in the original investigation it was considered that the measures in question would not unduly affect the interest of these parties, and considering their continuous non-cooperation, it can be concluded that their interest will remain unaffected by the maintenance of the measures. Indeed, the existence of significant imports from other sources and at competitive prices will ensure that users and consumers continue to have a wide choice of different suppliers of the product in question and at reasonable prices.

5. Conclusion

- (74) Taking into account all of the factors outlined above, it is concluded that there are no compelling reasons against the maintenance of the current anti-dumping measures.

G. ANTI-DUMPING MEASURES

- (75) All parties were informed of the essential facts and considerations on the basis of which it was intended to recommend that the existing measures be maintained. They were also granted a period to submit comments subsequent to that disclosure. The submissions and comments were, where warranted, duly taken into consideration.
- (76) It follows from the above that, as provided for by Article 11(2) of the basic Regulation, the anti-dumping measures applicable to imports of chamois leather originating in the PRC should be maintained. It is recalled that these measures consist of an *ad valorem* duty at the level of 58,9 %,

HAS ADOPTED THIS REGULATION:

Article 1

1. A definitive anti-dumping duty is hereby imposed on imports of chamois leather and combination chamois leather, whether or not cut to shape, including crust chamois leather and combination crust chamois leather, currently falling within CN codes 4114 10 10 and 4114 10 90 and originating in the People's Republic of China.

2. The rate of the definitive anti-dumping duty applicable to the net, free-at-Union-frontier price, before duty, for the products described in paragraph 1 shall be 58,9 %.

3. Unless otherwise specified, the provisions in force concerning customs duties shall apply.

Article 2

This Regulation shall enter into force on the day following that of 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, 3 December 2012.

For the Council

The President

N. SYLIKIOTIS

COMMISSION IMPLEMENTING REGULATION (EU) No 1154/2012**of 5 December 2012****establishing the standard import values for determining the entry price of certain fruit and vegetables**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation) ⁽¹⁾,

Having regard to Commission Implementing Regulation (EU) No 543/2011 of 7 June 2011 laying down detailed rules for the application of Council Regulation (EC) No 1234/2007 in respect of the fruit and vegetables and processed fruit and vegetables sectors ⁽²⁾, and in particular Article 136(1) thereof,

Whereas:

- (1) Implementing Regulation (EU) No 543/2011 lays down, pursuant to the outcome of the Uruguay Round multi-lateral 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 Annex XVI, Part A thereto.

- (2) The standard import value is calculated each working day, in accordance with Article 136(1) of Implementing Regulation (EU) No 543/2011, taking into account variable daily data. Therefore this Regulation should enter into force on the day of its publication in the *Official Journal of the European Union*,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 136 of Implementing Regulation (EU) No 543/2011 are fixed in the Annex to this Regulation.

Article 2

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

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

Done at Brussels, 5 December 2012.

*For the Commission,
On behalf of the President,
José Manuel SILVA RODRÍGUEZ
Director-General for Agriculture and
Rural Development*

⁽¹⁾ OJ L 299, 16.11.2007, p. 1.

⁽²⁾ OJ L 157, 15.6.2011, p. 1.

ANNEX

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	AL	55,3
	MA	55,8
	TN	76,3
	TR	72,4
	ZZ	65,0
0707 00 05	AL	74,8
	JO	174,9
	MA	133,1
	TR	146,9
	ZZ	132,4
0709 93 10	MA	129,9
	TR	100,5
	ZZ	115,2
0805 10 20	AR	49,7
	TR	74,4
	ZA	63,7
	ZW	52,1
	ZZ	60,0
0805 20 10	MA	69,0
	ZZ	69,0
0805 20 30, 0805 20 50, 0805 20 70, 0805 20 90	CN	71,1
	HR	85,6
	MA	95,7
	TR	78,9
	ZZ	82,8
0805 50 10	TR	76,3
	ZZ	76,3
0808 10 80	MK	39,0
	US	174,2
	ZA	136,9
	ZZ	116,7
0808 30 90	CN	53,2
	TR	112,1
	US	160,6
	ZZ	108,6

⁽¹⁾ Nomenclature of countries laid down by Commission Regulation (EC) No 1833/2006 (OJ L 354, 14.12.2006, p. 19). Code 'ZZ' stands for 'of other origin'.

DECISIONS

POLITICAL AND SECURITY COMMITTEE DECISION EULEX KOSOVO/3/2012

of 4 December 2012

on the appointment of the Head of Mission of the European Union Rule of Law Mission in Kosovo,
EULEX KOSOVO

(2012/751/CFSP)

THE POLITICAL AND SECURITY COMMITTEE,

Having regard to the Treaty on European Union, and in particular the third paragraph of Article 38 thereof,

Having regard to Council Joint Action 2008/124/CFSP of 4 February 2008 on the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO ⁽¹⁾, and in particular Article 12(2) thereof,

Whereas:

- (1) On 4 February 2008, the Council adopted Joint Action 2008/124/CFSP establishing the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO.
- (2) On 5 June 2012, the Council adopted Decision 2012/291/CFSP ⁽²⁾ amending Joint Action 2008/124/CFSP and extending the duration of EULEX KOSOVO until 14 June 2014.
- (3) Pursuant to Article 12(2) of Joint Action 2008/124/CFSP, the Political and Security Committee is authorised, in accordance with Article 38 of the Treaty, to take the relevant decisions for the purpose of exercising political control and strategic direction of EULEX KOSOVO, including decisions regarding the appointment of the Head of Mission.

- (4) On 20 November 2012, the High Representative of the Union for Foreign Affairs and Security Policy proposed the appointment of Ambassador Bernd BORCHARDT as Head of Mission of EULEX KOSOVO from 1 February 2013,

HAS ADOPTED THIS DECISION:

Article 1

Ambassador Bernd BORCHARDT is hereby appointed as Head of Mission of the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO, with effect from 1 February 2013.

Article 2

This Decision shall enter into force on the date of its adoption.

It shall apply until 14 June 2014.

Done at Brussels, 4 December 2012.

For the Political and Security Committee
The Chairperson
O. SKOOG

⁽¹⁾ OJ L 42, 16.2.2008, p. 92.

⁽²⁾ OJ L 146, 6.6.2012, p. 46.

COMMISSION IMPLEMENTING DECISION

of 4 December 2012

authorising a laboratory in the former Yugoslav Republic of Macedonia to carry out serological tests to monitor the effectiveness of rabies vaccines

(notified under document C(2012) 8757)

(Text with EEA relevance)

(2012/752/EU)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Decision 2000/258/EC of 20 March 2000 designating a specific institute responsible for establishing the criteria necessary for standardising the serological tests to monitor the effectiveness of rabies vaccines ⁽¹⁾, and in particular Article 3(2) thereof,

Whereas:

- (1) Decision 2000/258/EC designates the *Agence française de sécurité sanitaire des aliments* (AFSSA) in Nancy, France (integrated since 1 July 2010 into the *Agence nationale de sécurité sanitaire de l'alimentation, de l'environnement et du travail*, ANSES), as the specific institute responsible for establishing the criteria necessary for standardising the serological tests to monitor the effectiveness of rabies vaccines.
- (2) That Decision also provides that the ANSES is to document the appraisal of laboratories in third countries that have applied to carry out serological tests to monitor the effectiveness of rabies vaccines.
- (3) The competent authority of the former Yugoslav Republic of Macedonia has submitted an application for approval of the laboratory for rabies of the Veterinary Institute in that third country to perform such serological tests. That application is supported by a favourable report by the ANSES dated 3 September 2012 of the appraisal of that laboratory.
- (4) That laboratory should therefore be authorised to carry out serological tests to monitor the effectiveness of rabies vaccines in dogs, cats and ferrets.

- (5) The measures provided for in this Decision are in accordance with the opinion of the Standing Committee on the Food Chain and Animal Health,

HAS ADOPTED THIS DECISION:

Article 1

In accordance with Article 3(2) of Decision 2000/258/EC, the following laboratory is authorised to perform the serological tests to monitor the effectiveness of rabies vaccines in dogs, cats and ferrets:

Laboratory for Rabies of the Veterinary Institute
Faculty of Veterinary Medicine
Lazar Pop-Trajkov 5-7
1000 Skopje
The former Yugoslav Republic of Macedonia.

Article 2

This Decision shall apply from 1 January 2013.

Article 3

This Decision is addressed to the Member States.

Done at Brussels, 4 December 2012.

For the Commission

Tonio BORG

Member of the Commission

⁽¹⁾ OJ L 79, 30.3.2000, p. 40.

COMMISSION IMPLEMENTING DECISION

of 4 December 2012

amending Annex I to Decision 2009/177/EC as regards surveillance programmes for Finland and the United Kingdom and the disease-free status of Finland and the United Kingdom for certain aquatic animal diseases

*(notified under document C(2012) 8758)***(Text with EEA relevance)**

(2012/753/EU)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Directive 2006/88/EC of 24 October 2006 on animal health requirements for aquaculture animals and products thereof, and on the prevention and control of certain diseases in aquatic animals⁽¹⁾, and in particular the first subparagraph of Article 44(1) and Article 49(1) thereof,

Whereas:

- (1) Commission Decision 2009/177/EC of 31 October 2008 implementing Council Directive 2006/88/EC as regards surveillance and eradication programmes and disease-free status of Member States, zones and compartments⁽²⁾ sets out a list of Member States, zones and compartments subject to approved surveillance programmes, with regard to one or more of the non-exotic diseases listed in Part II of Annex IV to Directive 2006/88/EC ('non-exotic diseases'). That Decision also sets out a list of Member States, zones and compartments declared disease-free with regard to one or more of those diseases.
- (2) Part B of Annex I to Decision 2009/177/EC sets out the list of Member States, zones and compartments subject to approved eradication programmes and Part C of that Annex sets out the list of Member States, zones and compartments declared disease-free with regard to one or more non-exotic diseases.

- (3) Finland has submitted to the Commission documentation regarding the municipalities of Uusikaupunki, Pyhäranta and Rauma being free from viral haemorrhagic septicaemia (VHS).
- (4) The United Kingdom has submitted to the Commission documentation regarding the south west Shetland Islands being free from infectious salmon anaemia (ISA).
- (5) Parts B and C of Annex I to Decision 2009/177/EC should therefore be amended accordingly.
- (6) The measures provided for in this Decision are in accordance with the opinion of the Standing Committee on the Food Chain and Animal Health,

HAS ADOPTED THIS DECISION:

Article 1

Parts B and C of Annex I to Decision 2009/177/EC are amended in accordance with the Annex to this Decision.

Article 2

This Decision is addressed to the Member States.

Done at Brussels, 4 December 2012.

For the Commission

Tonio BORG

Member of the Commission

⁽¹⁾ OJ L 328, 24.11.2006, p. 14.

⁽²⁾ OJ L 63, 7.3.2009, p. 15.

ANNEX

Annex I to Decision 2009/177/EC is amended as follows:

(1) Part B is replaced by the following:

PART B**Member States, zones and compartments subject to approved eradication programmes**

Disease	Member State	ISO code	Geographical demarcation of the area under an eradication programme (Member State, zones or compartments)
Viral haemorrhagic septicaemia (VHS)	Denmark	DK	The following water catchments: Tim Å, Hover Å, Heager Å, Velling Å, Skjern Å, Hemmet Mølle Bæk, Lydum Å, Kongeå, Kolding Å, Vejle Å and Holmsland Klit
	Finland	FI	The Province of Åland
Infectious haematopoietic necrosis (IHN)			
Koi herpes virus (KHV) disease	Germany	DE	<i>Land Saxony</i>
Infection with <i>Marteilia refringens</i>			
Infection with <i>Bonamia ostreae</i>			
White spot disease			

(2) Part C is amended as follows:

(a) the entry for Finland concerning viral haemorrhagic septicaemia (VHS) is replaced by the following:

Finland	FI	All continental and coastal areas within its territory, except the Province of Åland
---------	----	--

(b) in the row for the United Kingdom concerning infectious salmon anaemia (ISA), the words 'except south west Shetland Islands' are deleted.

DECISION OF THE EUROPEAN CENTRAL BANK
of 29 November 2012
on the approval of the volume of coin issuance in 2013
(ECB/2012/26)
(2012/754/EU)

THE GOVERNING COUNCIL OF THE EUROPEAN CENTRAL BANK,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 128(2) thereof,

Whereas:

- (1) The European Central Bank (ECB) has the exclusive right from 1 January 1999 to approve the volume of coins issued by the Member States whose currency is the euro.
- (2) The Member States whose currency is the euro have submitted to the ECB for approval their estimates of the volume of euro coins to be issued in 2013, supplemented by explanatory notes on the forecasting methodology,

HAS ADOPTED THIS DECISION:

Article 1

Approval of the volume of euro coins to be issued in 2013

The ECB hereby approves the volume of euro coins to be issued by the Member States whose currency is the euro in 2013 as described in the following table:

(EUR million)

	Issuance of coins intended for circulation and issuance of collector coins (not intended for circulation) in 2013
Belgium	149,9
Germany	758,0
Estonia	10,1
Ireland	48,4
Greece	8,9

(EUR million)

	Issuance of coins intended for circulation and issuance of collector coins (not intended for circulation) in 2013
Spain	230,0
France	300,0
Italy	101,5
Cyprus	7,1
Luxembourg	40,0
Malta	8,1
Netherlands	63,8
Austria	253,0
Portugal	17,2
Slovenia	15,0
Slovakia	21,4
Finland	60,0

Article 2

Final provision

This Decision is addressed to the Member States whose currency is the euro.

Done at Frankfurt am Main, 29 November 2012.

The President of the ECB
 Mario DRAGHI

CORRIGENDA

Corrigendum to Decision 2011/181/EU of the Council and of the Representatives of the Governments of the Member States, meeting within the Council of 15 October 2010 on the signature and provisional application of the Euro Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and The Hashemite Kingdom of Jordan, of the other part

(Official Journal of the European Union L 79 of 25 March 2011)

The publication of Decision 2011/181/EU is to be considered null and void.

Corrigendum to Commission Implementing Decision 2012/729/EU of 23 November 2012 amending Decision 2008/866/EC, on emergency measures suspending imports from Peru of certain bivalve molluscs intended for human consumption, as regards its period of application

(Official Journal of the European Union L 327 of 27 November 2012)

On page 56, the title should read as follows:

for: 'Commission Implementing Decision of 23 November 2012 amending Decision 2008/866/EC, on emergency measures suspending imports from Peru of certain bivalve molluscs intended for human consumption, as regards its period of application

(notified under document C(2012) 8459)

(Text with EEA relevance)',

read: 'Commission Implementing Decision of 23 November 2012 amending Decision 2008/866/EC, on emergency measures suspending imports from Peru of certain bivalve molluscs intended for human consumption, as regards its period of application

(notified under document C(2012) 8459)

(Text with EEA relevance)

(2012/729/EU)'.¹

2012 SUBSCRIPTION PRICES (excluding VAT, including normal transport charges)

EU Official Journal, L + C series, paper edition only	22 official EU languages	EUR 1 200 per year
EU Official Journal, L + C series, paper + annual DVD	22 official EU languages	EUR 1 310 per year
EU Official Journal, L series, paper edition only	22 official EU languages	EUR 840 per year
EU Official Journal, L + C series, monthly DVD (cumulative)	22 official EU languages	EUR 100 per year
Supplement to the Official Journal (S series), tendering procedures for public contracts, DVD, one edition per week	multilingual: 23 official EU languages	EUR 200 per year
EU Official Journal, C series — recruitment competitions	Language(s) according to competition(s)	EUR 50 per year

Subscriptions to the *Official Journal of the European Union*, which is published in the official languages of the European Union, are available for 22 language versions. The Official Journal comprises two series, L (Legislation) and C (Information and Notices).

A separate subscription must be taken out for each language version.

In accordance with Council Regulation (EC) No 920/2005, published in Official Journal L 156 of 18 June 2005, the institutions of the European Union are temporarily not bound by the obligation to draft all acts in Irish and publish them in that language. Irish editions of the Official Journal are therefore sold separately.

Subscriptions to the Supplement to the Official Journal (S Series — tendering procedures for public contracts) cover all 23 official language versions on a single multilingual DVD.

On request, subscribers to the *Official Journal of the European Union* can receive the various Annexes to the Official Journal. Subscribers are informed of the publication of Annexes by notices inserted in the *Official Journal of the European Union*.

Sales and subscriptions

Subscriptions to various priced periodicals, such as the subscription to the *Official Journal of the European Union*, are available from our sales agents. The list of sales agents is available at:

http://publications.europa.eu/others/agents/index_en.htm

EUR-Lex (<http://eur-lex.europa.eu>) offers direct access to European Union legislation free of charge. The *Official Journal of the European Union* can be consulted on this website, as can the Treaties, legislation, case-law and preparatory acts.

For further information on the European Union, see: <http://europa.eu>



Publications Office of the European Union
2985 Luxembourg
LUXEMBOURG

EN