

AGREEMENT**between the European Community and the Russian Federation on trade in certain steel products**

THE EUROPEAN COMMUNITY,

of the one part, and

THE RUSSIAN FEDERATION,

of the other part,

being the Parties to this Agreement,

WHEREAS the Partnership and Cooperation Agreement (hereinafter referred to as the 'PCA') establishing a partnership between the European Communities and their Member States, of the one part, and the Russian Federation, of the other part ⁽¹⁾, entered into force on 1 December 1997,

WHEREAS the Parties are desirous to promote the orderly and equitable development of trade in steel between the European Community (hereinafter referred to as 'the Community') and the Russian Federation (hereinafter referred to as 'Russia'),

WHEREAS Article 21 of the PCA provides that trade in the steel products of the former European Coal and Steel Community, hereinafter referred to as 'ECSC', shall be governed by Title III, save for Article 15 thereof, and by the provisions of an agreement; whereas this Agreement is the agreement referred to in Article 21 of the PCA,

BEARING IN MIND the process of accession of Russia to the World Trade Organisation (WTO) and Community support for the integration of Russia into the international trading system,

WHEREAS for the years 1995-2004 trade in certain steel products was the subject of agreements, which it is appropriate to replace with a further agreement which takes account of developments in the relationship between the Parties,

WHEREAS this Agreement should be accompanied by cooperation between the Parties in respect of their steel industries, including appropriate exchanges of information, within the Contact Group on coal and steel as foreseen in Protocol 1 to the PCA,

HAVE AGREED AS FOLLOWS:

Article 1

1. This Agreement applies to trade in former ECSC steel products.
2. Trade in steel products set out in Annex I may be subject to quantitative limits.
3. Trade in steel products not set out in Annex I shall not be subject to quantitative limits.
4. In the case of steel products and subject matters which are not covered by this Agreement, the relevant provisions of the PCA shall apply.

Article 2

1. The Parties agree to establish and maintain for the period of validity of the present Agreement for each calendar year

quantitative arrangements fixing the limits set out in Annex II on Russian exports to the Community of the products set out in Annex I. Such exports shall be subject to a double-checking system as specified in Protocol A.

2. The Parties agree that imports into the Community from Russia of products included in Annex I as from 1 January 2005 until the entry into force of this Agreement shall be deducted from the quantitative limits set out in Annex II.

3. Imports of quantities in excess of those mentioned in Annex II shall be authorised where the Community industry is unable to meet the internal demand which results in a shortage of supply for one or more products listed in Annex I. Consultations shall take place immediately at the request of either Party to determine the level of the shortage on the basis of objective evidence. Following the conclusions of the consultations, the Community shall instigate its internal procedures to increase the quantitative limits set out in Annex II.

⁽¹⁾ OJ L 327, 28.11.1997, p. 3.

4. In the case where countries candidate for membership of the European Union would accede before the termination of this Agreement, the Parties agree to consider to increase the quantitative limits set out in Annex II.

Article 3

1. Imports into the customs territory of the Community for free circulation of the products set out in Annex I shall be subject to the presentation of an import authorisation issued by the competent authority of a Member State based on the production of an export licence issued by the authorities of Russia, and to proof of origin in accordance with the provisions of Protocol A.

2. Imports into the customs territory of the Community of the products set out in Annex I shall not be subject to the quantitative limits set out in Annex II provided they are declared to be for re-export outside the Community in the same state or after processing, within the administrative system of control which exists within the Community.

3. Carry-over to the corresponding quantitative limits for the following calendar year of the amounts of quantitative limits not used during the first calendar year is authorised up to 7 % of the relevant quantitative limit set out in Annex II for a product group in question for the year in which it was not used. Russia shall notify the Community no later than 31 March of the following year if it intends to make use of this provision.

4. Up to 7 % of the quantitative limit for a given product group may be transferred to one or more other groups within the same product category, that is to say within category SA or SB, subject to the consent of both Parties. The quantitative limit for a given product group can be reduced once in the course of a calendar year. Furthermore, transfers between SA and SB categories are permitted up to a maximum of 25 000 tonnes. Any adjustments to the quantitative limits resulting from transfers shall only affect the calendar year in progress. At the start of the following calendar year, the quantitative limits shall be those shown at Annex II, without prejudice to the provisions of paragraph 3. Russia shall notify the Community no later than 31 May if it intends to make use of this provision.

Article 4

1. With a view to rendering the double-checking system as effective as possible and to minimise the possibilities for abuse and circumvention:

— the Community authorities shall inform Russia by the 28th of each month of the import authorisations issued during the preceding month,

— the Russian authorities shall inform the Community by the 28th of each month of the export licences issued during the preceding month.

In the event of any significant discrepancy taking account of the time factors involved in respect of such information either Party may request consultations which shall be opened immediately.

2. Without prejudice to paragraph 1 and with a view to ensuring the effective functioning of this Agreement, the Community and Russia agree to take all necessary steps to prevent, to investigate and to take any necessary legal and/or administrative action against circumvention, notably by trans-shipment, re-routing, false declaration concerning the country or place of origin, falsification of documents, false declaration concerning quantities, description or classification of merchandise. Accordingly, the Community and Russia agree to establish the necessary legal provisions and administrative procedures permitting effective action to be taken against such circumvention, which shall include the adoption of legally binding corrective measures against exporters and/or importers involved.

3. Should the Community believe on the basis of information available that this Agreement is being circumvented, the Community may request consultations with Russia which shall be held immediately.

4. Pending the results of the consultations referred to in paragraph 3, Russia shall, as a precautionary measure, and if so requested by the Community, take all necessary measures to ensure that, where sufficient evidence of circumvention is provided, adjustments of the quantitative limits liable to be agreed following the consultations referred to in paragraph 3 shall be carried out for the calendar year in which the request for consultations under paragraph 3 was made, or for the following year, if the limit for that calendar year is exhausted.

5. Should the Parties be unable in the course of the consultations referred to in paragraph 3 to reach a mutually satisfactory solution, the Community shall have the right:

(a) where there is sufficient evidence that products covered by this Agreement originating in Russia have been imported in circumvention of this Agreement, to set off the relevant quantities against the quantitative limits established under the Agreement;

(b) where sufficient evidence shows false declaration concerning quantities description or classification has occurred, to refuse to import the products in question.

6. The Parties agree to cooperate fully to prevent and to address effectively all problems arising from circumvention of this Agreement.

Article 5

1. The quantitative limits established under this Agreement on imports into the Community of the steel products set out in Annex I shall not be broken down by the Community into regional shares.

2. The Parties shall cooperate in order to prevent sudden and prejudicial changes in traditional trade flows into the Community. Should a sudden and prejudicial change in traditional trade flows arise (including regional concentration or the loss of traditional customers), the Community will be entitled to request consultations in order to find a satisfactory solution to the problem. Such consultations shall be held immediately.

3. Russia shall endeavour to ensure that exports into the Community of products set out in Annex I are spaced out as evenly as possible over the year. Should a sudden and prejudicial surge of imports arise, the Community will be entitled to request consultations in order to find a satisfactory solution to the problem. Such consultations shall be held immediately.

4. In addition to the obligation contained in paragraph 3, where licences issued by the Russian authorities have reached 90 % of the quantitative limits for the calendar year in question, either Party may request consultations concerning the quantitative limits for that year. Such consultations shall be held immediately. Pending the outcome of such consultations, the Russian authorities may continue to issue export licences for the products set out in Annex I provided they do not exceed the quantities set out in Annex II.

Article 6

1. Where any product set out in Annex I is being imported into the Community from Russia under such conditions as to cause or threaten to cause substantial injury to Community producers of like products, the Community shall supply Russia with all relevant information with a view to seeking a solution acceptable to both Parties. The Parties shall commence consultations promptly.

2. Should the consultations referred to in paragraph 1 fail to lead to agreement within 30 days of the Community's request for consultations, the Community may utilise the right to take action concerning safeguard measures pursuant to the provisions of the PCA.

3. Notwithstanding the provisions of this Agreement, the provisions of Article 18 of the PCA shall apply.

Article 7

1. The classification of the products covered by this Agreement is based on the tariff and statistical nomenclature of the Community, hereinafter called the 'combined nomenclature', or in abbreviated form 'CN'. Any amendment to the

combined nomenclature (CN) made in accordance with the procedures in force in the Community concerning the products set out in Annex I or any decision relating to the classification of goods shall not have the effect of reducing the quantitative limits of the products set out Annex II.

2. The origin of the products covered by this Agreement shall be determined in accordance with the rules in force in the Community. Any amendment to these rules of origin shall be communicated to Russia and shall not have the effect of reducing the quantitative limits of this Agreement. The procedures for control of the origin of the products referred to above are laid down in Protocol A.

Article 8

1. Without prejudice to the periodic exchange of information on export licences and import authorisations pursuant to Article 4(1), the Parties agree to exchange available statistical information relating to trade in the products set out in Annex I at appropriate intervals, taking account of the shortest periods in which the information in question is prepared, which shall cover export licences and import authorisations issued pursuant to Article 3 and import and export statistics in respect of the products in question.

2. Either Party may request consultations in the event of any significant discrepancy between the information exchanged.

Article 9

1. Without prejudice to provisions concerning consultations provided for in respect of specific circumstances in preceding Articles, consultations shall be held on any problems arising from the application of this Agreement at the request of either Party. Any consultations shall take place in a spirit of cooperation and with a desire to reconcile the differences between the Parties.

2. Where this Agreement provides that consultations shall be held immediately, the Parties undertake to use all reasonable means to ensure that this is achieved.

3. All other consultations shall be governed by the following provisions:

— any request for consultations shall be notified in writing to the other Party,

— where appropriate, the request shall be followed within a reasonable period by a report setting out the reasons for the consultations,

— consultations shall begin within one month from the date of the request,

— consultations shall endeavour to arrive at a mutually acceptable result within one month of their commencement, unless the period is extended by agreement between the Parties.

Article 10

1. This Agreement shall enter into force on the day of its signature. It shall remain in force until 31 December 2006 subject to any modifications agreed by the Parties and unless it is denounced or terminated in accordance with, respectively, the provisions of paragraphs 3 or 4.

2. Either Party may at any time propose modifications to this Agreement which shall require the mutual consent of the Parties and take effect as agreed by them.

3. Either Party may denounce this Agreement, provided that at least six months' notice is given. In that event, the Agreement shall come to an end on the expiry of the period of notice and

the limits established by this Agreement shall be reduced on a pro rata basis up to the date on which denunciation takes effect unless the Parties decide otherwise.

4. In the event that Russia accedes to the WTO before the expiration of this Agreement, the Agreement shall be terminated as of the date of accession.

5. The Annexes, the agreed minute, the declarations and Protocol A attached to this Agreement shall form an integral part thereof.

Article 11

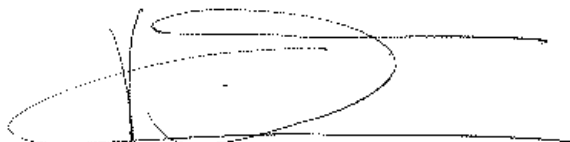
This Agreement shall be drawn up in duplicate in the Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovenian, Spanish, Swedish and Russian languages, each of these texts being equally authentic.

Hecho en Moscú, el
 V Moskvě
 Udfærdiget i Moskva, den
 Geschehen zu Moskau am
 Moskva,
 Έγινε στις Μόσχα, στις
 Done at Moscow,
 Fait à Moscou, le
 Fatto a Mosca, addì
 Maskavā,
 Priimta Maskvoje
 Kelt Moszkvában
 Magħmul/a f'Moska
 Gedaan te Moskou,
 Sporządzono w Moskwie
 Feito em Moscovo, em
 V Moskve
 V Moskvi,
 Tehty Moskovassa
 Utfärdat i Moskva den
 Совершено в Москве

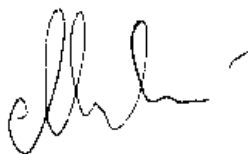
3 Nov 2005

- 3 NOV. 2005

Por la Comunidad Europea
Za Evropské společenství
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Euroopa Ühenduse nimel
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Eiropas Kopienas vārdā
Europos bendrijos vardu
Az Európai Közösség részéről
Għall-Komunità Ewropea
Voor de Europese Gemeenschap
W imieniu Wspólnoty Europejskiej
Pela Comunidade Europeia
Za Európske spoločenstvo
Za Evropsko skupnost
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar
За Европейское сообщество



Por la Federación de Rusia
Za Ruskou federaci
For Den Russiske Føderation
Für die Russische Föderation
Venemaa Föderatsiooni nimel
Για τη Ρωσική Ομοσπονδία
For the Russian Federation
Pour la Fédération de Russie
Per la Federazione russa
Krievijas Federācijas vārdā
Rusijos Federacijos vardu
A Orosz Föderáció részéről
Għall-Federazzjoni Russa
Voor de Russische Federatie
W imieniu Federacji Rosyjskiej
Pela Federação da Rússia
Za Ruskú federáciu
Za Rusko federacijo
Venäjän federaation puolesta
På ryska federationen vägnar
За Российскую Федерацию



ANNEX I

SA Flat-rolled products

SA1. Coils	7208 51 20 93	7209 18 99 00	7212 10 10 00	7219 35 10 00
	7208 51 20 97	7209 25 00 00		7219 35 90 00
7208 10 00 00	7208 51 20 98	7209 26 10 00	7212 10 90 11	
7208 25 00 00		7209 26 90 00	7212 20 00 11	7225 40 12 90
7208 26 00 00	7208 51 91 10	7209 27 10 00	7212 30 00 11	7225 40 90 00
7208 27 00 00	7208 51 91 90	7209 27 90 00	7212 40 20 10	
7208 36 00 00	7208 51 98 10		7212 40 20 91	
	7208 51 98 91	7209 28 10 00	7212 40 80 11	SA4. Alloyed products
7208 37 00 10	7208 51 98 99	7209 28 90 00	7212 50 20 11	
	7208 52 91 10	7209 90 00 10	7212 50 30 11	
	7208 52 91 90			7226 20 00 10
7208 37 00 90				7226 91 20 00
7208 38 00 10	7208 52 10 00	7210 11 00 10	7212 50 40 11	7226 91 91 00
7208 38 00 90	7208 52 99 00	7210 12 20 10	7212 50 61 11	
7208 39 00 10		7210 12 80 10	7212 50 69 11	
7208 39 00 90	7208 53 10 00	7210 20 00 10	7212 50 90 13	7226 91 99 00
7211 14 00 10		7210 30 00 10		7226 99 00 10
7211 19 00 10	7211 13 00 00		7212 60 00 11	
7219 11 00 00		7210 41 00 10	7212 60 00 91	
7219 12 10 00		7210 49 00 10		SA5. Alloyed quarto plates
		7210 50 00 10	7219 21 10 00	
7219 12 90 00	SA3. Other flat-rolled products	7210 61 00 10		
7219 13 10 00		7210 69 00 10	7219 21 90 00	7225 40 12 30
7219 13 90 00	7208 40 00 90		7219 22 10 00	
7219 14 10 00	7208 53 90 00	7210 70 10 10	7219 22 90 00	7225 40 40 00
7219 14 90 00	7208 54 00 00	7210 70 80 10	7219 23 00 00	
		7210 90 30 10		7225 40 60 00
7225 20 00 10		7210 90 40 10	7219 24 00 00	7225 99 00 10
7225 30 10 00	7208 90 00 10		7219 31 00 00	
7225 30 90 00	7209 15 00 00	7210 90 80 91		
			7219 32 10 00	SA6. Alloyed cold rolled and coated sheets
			7219 32 90 00	
SA2. Heavy Plate	7209 16 10 00	7211 14 00 90		
	7209 16 90 00	7211 19 00 90		
	7209 17 10 00	7211 23 30 91	7219 33 10 00	
7208 40 00 10	7209 17 90 00		7219 33 90 00	7225 50 00 00
		7211 23 80 91		7225 91 00 10
7208 51 20 10	7209 18 10 00	7211 29 00 10	7219 34 10 00	7225 92 00 10
7208 51 20 91	7209 18 91 00	7211 90 00 11	7219 34 90 00	7226 92 00 10

SB Long products

SB1. Beams	7213 91 41 00	7207 20 52 00	7216 40 90 00	7228 10 20 00
	7213 91 49 00		7216 50 10 00	
7207 19 80 10	7213 91 70 00	7214 20 00 00		7228 20 10 10
7207 20 80 10	7213 91 90 00	7214 30 00 00	7216 50 91 00	7228 20 10 91
	7213 99 10 00	7214 91 10 00	7216 50 99 00	7228 20 91 10
7216 31 10 10	7213 99 90 00	7214 91 90 00	7216 99 00 10	7228 20 91 90
7216 31 10 90		7214 99 10 00	7218 99 20 00	7228 30 20 00
7216 31 90 00	7221 00 10 00	7214 99 31 00		7228 30 41 00
	7221 00 90 00	7214 99 39 00	7222 11 11 00	7228 30 49 00
7216 32 11 00		7214 99 50 00	7222 11 19 00	7228 30 61 00
7216 32 19 00	7227 10 00 00	7214 99 71 10	7222 11 81 10	7228 30 69 00
7216 32 91 00	7227 20 00 00	7214 99 71 90	7222 11 81 90	7228 30 70 00
7216 32 99 00	7227 90 10 00	7214 99 79 10	7222 11 89 10	7228 30 89 00
7216 33 10 00	7227 90 50 00	7214 99 79 90	7222 11 89 90	7228 60 20 10
7216 33 90 00	7227 90 95 00	7214 99 95 10	7222 19 10 00	7228 60 80 10
		7214 99 95 90	7222 19 90 00	7228 70 10 00
			7222 30 97 10	7228 70 90 10
			7222 40 10 00	7228 80 00 10
SB2. Wire rod	SB3. Other longs	7215 90 00 10	7222 40 90 10	7228 80 00 90
			7224 90 02 89	
7213 10 00 00		7216 10 00 00		7301 10 00 00
7213 20 00 00	7207 19 12 10	7216 21 00 00		
7213 91 10 00	7207 19 12 91	7216 22 00 00	7224 90 31 00	
7213 91 20 00	7207 19 12 99	7216 40 10 00	7224 90 38 00	

ANNEX II

QUANTITATIVE LIMITS

(tonnes)

Products	2005	2006
SA. Flat products		
SA1. Coils	908 268	930 975
SA2. Heavy plate	190 593	195 358
SA3. Other flat products	389 741	399 485
SA4. Alloyed products	97 080	99 507
SA5. Alloyed quarto plates	21 509	22 047
SA6. Alloyed cold-rolled and coated sheets	100 095	102 597
SB. Long products		
SB1. Beams	44 948	46 072
SB2. Wire rod	172 676	176 993
SB3. Other long products	292 376	299 685

Note: SA and SB are product categories.

SA1 to SA6 and SB1 to SB3 are product groups.

Agreed minute No 1

In the context of this Agreement, the Parties agree that:

- in pursuance of the exchange of information provided for in Article 4(1) concerning export licences and import authorisations, the Parties will supply that information by reference to the Member States in addition to the Community as a whole;
 - if the Parties are unable to reach a satisfactory solution during the consultations provided for in Article 5(2), Russia will cooperate, if so requested by the Community, by not issuing export licences for an intended destination where imports pursuant to such licences would aggravate the problems resulting from sudden and prejudicial changes in traditional trade flows, it being understood that Russia may continue to issue licences for other Community destinations;
 - the Parties will cooperate closely in order to prevent sudden and prejudicial changes in traditional trade flows in respect of coils (product group SA1); Russia will give priority to deliveries to its traditional customers for these products in order to avoid disturbing the Community market, and both Parties will inform the other immediately in the event of any emerging problems, and
 - Russia will take due account of the sensitive nature of small regional markets within the Community both as regards their traditional needs for supplies and the avoidance of regional concentrations.
-

Declaration No 1

In the case Russian operators were to set up service centres in the Community that would further process products covered by this Agreement imported from Russia, Russia declares that it could request an increase of quantitative limits mentioned in Annex II. In this case, the Community will examine such request of increase and the Parties will enter into consultations if required.

Declaration No 2

The Parties declare that they aim at achieving complete liberalisation of trade in steel products. Both Parties also recognise that it is an important condition for promoting trade between them that competition, state aid and environment provisions applicable within each Party must be compatible. To this end, and upon request from Russia, the Community shall provide technical assistance, within relevant earmarked budgetary limits, to help Russia to adopt and implement legislative provisions compatible with those adopted and applied by the Community. The technical assistance shall be channelled through detailed projects agreed by both Parties.

Declaration No 3

The Parties agree that they shall not apply with respect to the other Party quantitative restrictions, customs duties, charges or any similar measures on the export of ferrous waste and scrap under the EC Combined Nomenclature heading 7204, without prejudice to the provisions of Article 19 of the PCA.

Notwithstanding the previous paragraph, Russia applies currently a tax on exports of ferrous waste and scrap under the EC Combined Nomenclature 7204. The tax is currently set at 15 % but not less than EUR 15 per tonne for all products of 7204, except for product 7204 41 00 where the tax is set at 5 %.

The Parties agree to continue the discussion to find a satisfactory solution. Furthermore, it is understood that the quantitative limits set out in Annex II of the Agreement would be increased by 12 % if Russia removes completely the tax or by a lower percentage to be determined if such tax is reduced, provided that no other measures that would constitute an obstacle to free export are introduced by Russia.

The products of particular interest for the Community are: 7204 10 00, 7204 21 10, 7204 41 10, 7204 49 10, 7204 49 30, 7204 49 91 and 7204 49 99.

PROTOCOL A

TITLE I

Classification*Article 1*

The competent authorities of the Community undertake to inform Russia of any changes in the combined nomenclature (CN) in respect of products covered by this Agreement at least one month before the date of their entry into force in the Community.

TITLE II

Origin*Article 2*

1. Products covered by this Agreement originating in Russia (origin as defined by the relevant Community Regulations) to be exported to the Community in accordance with the arrangements established by this Agreement shall be accompanied by a certificate of Russian origin conforming to the model annexed to this Protocol.

2. The certificate of origin shall be certified by the competent Russian organisations authorised under Russian legislation as to whether the products in question can be considered products originating in that country.

Article 3

The certificate of origin shall be issued only on application in writing by the exporter or, under the exporter's responsibility, by his authorised representative. The competent Russian organisations authorised under Russian legislation shall ensure that the certificate of origin is properly completed and for this purpose they shall request for any necessary documentary evidence or carry out any checking which they consider appropriate.

Article 4

The discovery of slight discrepancies between the statements made in the certificate of origin and those made in the documents produced to the customs office for the purpose of carrying out the necessary formalities for importing the products shall not *ipso facto* cast doubt upon the statements in the certificate.

TITLE III

Double-checking system for products subject to quantitative limits

SECTION I

Exportation*Article 5*

The appropriate Russian governmental authorities shall issue an export licence in respect of all consignments from Russia of steel products covered by the Agreement up to the relevant quantitative limits set out in Annex II to the Agreement.

Article 6

1. The export licence shall conform to the model annexed to this Protocol and it shall be valid for exports throughout the customs territory of the Community.

2. Each export licence must certify, *inter alia*, that the quantity of the product in question has been set off against the relevant quantitative limit established for the product concerned in Annex II to the Agreement.

Article 7

The competent authorities of the Community must be informed immediately of the withdrawal or modification of any export licence already issued.

Article 8

1. Exports shall be set off against the quantitative limits established for the year in which the shipment of goods has been effected even if the export licence is issued after such shipment.

2. For the purposes of applying paragraph 1, shipment of goods is considered to have taken place on the date of their loading onto the exporting transport as evidenced by their bill of lading or other transport document.

SECTION II

Importation*Article 9*

The release for free circulation into the Community of the products covered by the Agreement shall be subject to the presentation of an import authorisation.

Article 10

1. The presentation by the importer of an export licence shall be made not later than 31 March of the year following that in which the goods covered by the licence have been shipped.

2. The competent authorities of the Community shall issue the import authorisation referred to in Article 9, within 10 working days of the presentation by the importer of the original of the corresponding export licence.

3. The import authorisations shall be valid for four months from the date of their issue for importation throughout the customs territory of the Community.

4. The competent authorities of the Community shall cancel the import authorisation already issued whenever the corresponding export licence has been withdrawn.

However, if the competent authorities of the Community are notified of the withdrawal or the cancellation of the export licence only after the release for free circulation of the products into the Community, the relevant quantities shall be set off against the limits established for the product.

Article 11

If the competent authorities of the Community find that the total quantity of the products covered by export licences issued by the competent authorities of Russia exceed the limits set out in Annex II to the Agreement, the Community authorities shall suspend the further issue of import authorisations. In this event, the competent authorities of the Community shall immediately inform the competent authorities of Russia and immediate consultations pursuant to Article 9(2) of the Agreement shall be initiated.

TITLE IV

Form and production of export licences and certificates of origin, and common provisions concerning exports to the Community*Article 12*

1. The export licence and the certificate of origin may comprise additional copies duly indicated as such. They shall be made out in English. If they are completed by hand, entries must be in ink and in printed script.

These documents shall measure 210 × 297 mm. The paper used shall be white writing paper, sized, not containing mechanical pulp, and weighing not less than 25 g/m²; if the documents have several copies only the top copy, which is the original, shall be printed with the guilloche pattern background. This

copy shall be clearly marked 'original' and the other copies 'copies'. Only the original shall be accepted by the competent authorities of the Community as being valid for the purpose of export to the Community in accordance with the provisions of the Agreement.

2. Each document shall bear a standardised serial number, whether or not printed, by which it can be identified.

This number shall be composed of the following elements:

— two letters identifying the exporting country as follows: RU,

— two letters identifying the intended Member State of customs clearance as follows:

BE = Belgium

CZ = Czech Republic

DK = Denmark

DE = Germany

EE = Estonia

EL = Greece

ES = Spain

FR = France

IE = Ireland

IT = Italy

CY = Cyprus

LV = Latvia

LT = Lithuania

LU = Luxembourg

HU = Hungary

MT = Malta

NL = Netherlands

AT = Austria

PL = Poland

PT = Portugal

SI = Slovenia

SK = Slovakia

FI = Finland

SE = Sweden

GB = United Kingdom,

— a one-digit number identifying the year in question corresponding to the last figure in the year, e.g. '5' for year 2005,

— a two-digit number from 01 to 99, identifying the particular issuing office concerned in exporting country,

— a five-digit number running consecutively from 00001 to 99999 allocated to the intended Member State of customs clearance.

Article 13

The export licence and the certificate of origin may be issued after the shipment of the products to which they relate. In such cases, they must bear the endorsement 'issued retrospectively'.

Article 14

1. In the event of the theft, loss or destruction of an export licence or a certificate of origin, the exporter may apply to the competent Russian authorities which issued the document for a duplicate to be made out on the basis of the export documents in his possession. The duplicate of any such certificate or licence so issued shall bear the endorsement 'duplicate'.

2. The duplicate shall bear the date of the original export licence or certificate of origin.

TITLE V

Administrative cooperation

Article 15

The Community and Russia shall cooperate closely in the implementation of the provisions of this Protocol. To this end, contacts and exchanges of views, including on technical matters, shall be facilitated by both Parties.

Article 16

In order to ensure the correct application of this Protocol, the Community and Russia offer mutual assistance for the checking of the authenticity and the accuracy of export licences issued and certificates of origin issued or of any declarations made within the terms of this Protocol.

Article 17

Russia shall send the Community (European Commission) the names and addresses of the competent Russian governmental authorities which are authorised to issue and to verify export licences and the competent Russian organisations authorised under Russian legislation to issue certificates of origin together with specimens of the stamps and signatures they use. Russia shall also notify the Community (European Commission) of any change in these particulars.

Article 18

1. Subsequent verification of certificates of origin or export licences shall be carried out at random, or whenever the competent Community authorities have reasonable doubt as to the authenticity of the certificate or licence or as to the accuracy of the information regarding the true origin of the products in question.

2. In such cases, the competent authorities in the Community shall return the certificate of origin or the export licence or a copy thereof to the appropriate Russian authorities giving, where appropriate, the reasons of form or substance which justify an enquiry. If the invoice has been submitted, such invoice or a copy thereof shall be attached to the certificate or to the licence or their copies. The authorities shall also forward any information that has been obtained suggesting that the particulars given on the said certificate or licence are inaccurate.

3. The provisions of paragraph 1 shall also apply to subsequent verifications of the certificates of origin provided for in Article 2 of this Protocol.

4. The results of the subsequent verifications carried out in accordance with paragraphs 1 and 2 shall be communicated to the competent authorities of the Community within three months at the latest. The information communicated shall indicate whether the disputed certificate or licence applies to the goods actually exported and whether these goods are eligible for export under the arrangements established by the Agreement. The information shall also include, at the request of the Community, copies of all the documentation necessary to fully determine the facts, and in particular the true origin of the goods.

5. For the purpose of subsequent verification of certificates of origin, copies of the certificates as well as any export documents referring to them shall be kept by the competent Russian organisations for at least one year following the end of the Agreement.

6. Recourse to the random verification procedure specified in this Article must not constitute an obstacle to the release for free circulation of the products in question.

Article 19

1. Where the verification procedure referred to in Article 18 or where information available to the competent authorities of the Community or of Russia indicates or appears to indicate that the provisions of this Agreement are being circumvented or infringed, the two Parties shall cooperate closely and with the appropriate urgency in order to prevent any such circumvention or infringement.

2. To this end, the appropriate Russian authorities shall, on their own initiative or at the request of the Community, carry out appropriate inquiries, or arrange for such inquiries to be carried out, concerning operations which are, or appear to the Community to be, in circumvention or infringement of this Protocol. Russia shall communicate the results of these enquiries to the Community, including any other pertinent information enabling the cause of the circumvention or infringement, including the true origin of the goods to be determined.

3. By agreement between the Community and Russia, officials designated by the Community may be present at the inquiries referred to in paragraph 2.

4. In pursuance of the cooperation referred to in paragraph 1, the competent authorities of the Community and Russia shall exchange any information considered by either Party to be of use in preventing circumvention or infringement of the provisions of this Agreement. These exchanges may include information on the trade in the type of products covered by this Agreement between Russia and third countries, particularly

where the Community has reasonable grounds to consider that the products in question may be in transit across the territory of Russia prior to their importation into the Community. This information may include, at the request of the Community, copies of all relevant documentation, where available.

5. Where sufficient evidence shows that the provisions of this Protocol have been circumvented or infringed, the competent authorities of Russia and the Community may agree to take any measures necessary to prevent a recurrence of such circumvention or infringement.

EXPORT LICENCE

1. Exporter (name, full address, country)	ORIGINAL		2. No
	3. Year	4. Product group	
5. Consignee (name, full address, country)	EXPORT LICENCE (for certain steel products)		
	6. Country of origin	7. Country of destination	
8. Place and date of shipment — means of transport	9. Supplementary details		
10. Description of goods — manufacturer	11. TARIC code	12. Quantity ⁽¹⁾	13. Fob value ⁽²⁾
14. CERTIFICATION BY THE COMPETENT AUTHORITY I, the undersigned, certify that the goods described above have been charged against the quantitative limit established for the year shown in box No 3 in respect of the Product group shown in box No 4 by the provisions regulating trade in certain steel products with the European Community.			
15. Competent authority (name, full address, country)	At on <div style="display: flex; justify-content: space-around;"> (Signature) (Stamp) </div>		

⁽¹⁾ Show net weight (kg) and also quantity in the unit prescribed where other than net weight.
⁽²⁾ In the currency of the sale contract.

EXPORT LICENCE

1. Exporter (name, full address, country)	COPY		2. No
	3. Year	4. Product group	
5. Consignee (name, full address, country)	EXPORT LICENCE (for certain steel products)		
	6. Country of origin	7. Country of destination	
8. Place and date of shipment — means of transport	9. Supplementary details		
10. Description of goods — manufacturer	11. TARIC code	12. Quantity ⁽¹⁾	13. Fob value ⁽²⁾
<p>14. CERTIFICATION BY THE COMPETENT AUTHORITY</p> <p>I, the undersigned, certify that the goods described above have been charged against the quantitative limit established for the year shown in box No 3 in respect of the Product group shown in box No 4 by the provisions regulating trade in certain steel products with the European Community.</p>			
15. Competent authority (name, full address, country)	At on <div style="display: flex; justify-content: space-around;"> (Signature) (Stamp) </div>		

(1) Show net weight (kg) and also quantity in the unit prescribed where other than net weight.
 (2) In the currency of the sale contract.

CERTIFICATE OF ORIGIN

1. Exporter (name, full address, country)	ORIGINAL		2. No
	3. Year	4. Product group	
5. Consignee (name, full address, country)	CERTIFICATE OF ORIGIN (for certain steel products)		
	6. Country of origin	7. Country of destination	
8. Place and date of shipment — means of transport	9. Supplementary details		
10. Description of goods — manufacturer	11. CN code	12. Quantity ⁽¹⁾	13. Fob value ⁽²⁾
14. CERTIFICATION BY THE COMPETENT AUTHORITY			
I, the undersigned, certify that the goods described above originated in the country shown in box No 6, in accordance with the provisions in force in the European Community.			
15. Competent authority (name, full address, country)	At on		
	(Signature)	(Stamp)	

⁽¹⁾ Show net weight (kg) and also quantity in the unit prescribed where other than net weight.
⁽²⁾ In the currency of the sale contract.

CERTIFICATE OF ORIGIN

1. Exporter (name, full address, country)	COPY		2. No
	3. Year	4. Product group	
5. Consignee (name, full address, country)	CERTIFICATE OF ORIGIN (for certain steel products)		
	6. Country of origin	7. Country of destination	
8. Place and date of shipment — means of transport	9. Supplementary details		
10. Description of goods — manufacturer	11. CN code	12. Quantity ⁽¹⁾	13. Fob value ⁽²⁾
<p>14. CERTIFICATION BY THE COMPETENT AUTHORITY</p> <p>I, the undersigned, certify that the goods described above originated in the country shown in box No 6, in accordance with the provisions in force in the European Community.</p>			
15. Competent authority (name, full address, country)	At on <div style="display: flex; justify-content: space-around;"> (Signature) (Stamp) </div>		

⁽¹⁾ Show net weight (kg) and also quantity in the unit prescribed where other than net weight.
⁽²⁾ In the currency of the sale contract.