

Official Journal

of the European Communities

ISSN 0378-6986

C 53

Volume 33

5 March 1990

English edition

Information and Notices

<u>Notice No</u>	Contents	Page
	<i>I Information</i>	
	
	<hr/>	
	<i>II Preparatory Acts</i>	
	Commission	
90/C 53/01	Proposal for a Council Decision on the conclusion of the Agreement between the Swiss Confederation and the European Economic Community concerning direct insurance other than life assurance	1
90/C 53/02	Proposal for a Council Directive on the implementation of the Agreement between the Swiss Confederation and the European Economic Community concerning direct insurance other than life assurance	45
90/C 53/03	Proposal for a Council Regulation (EEC) laying down particular provisions for the application of Articles 36 and 37a of the Agreement between the European Economic Community and the Swiss Confederation on direct insurance other than life assurance	46
90/C 53/04	Recommendation for a Council Decision (EEC) on the conclusion of a Protocol on financial and technical cooperation between the European Economic Community and the Republic of Cyprus	47
90/C 53/05	Proposal for a Council Regulation (EEC) on the conclusion of the Protocol establishing for the period from 16 June 1989 to 15 June 1991 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of Guinea-Bissau on fishing of the coast of Guinea-Bissau	52
90/C 53/06	Proposal for Council Decisions concerning the conclusion of Agreements between the European Economic Community and the EFTA countries establishing cooperation in the field of training in the context of the implementation of Comett II (1990 to 1994)	67

Notice No

Contents (continued)

Page

90/C 53/07

Proposal for a Council Regulation (EEC) relating to the conclusion of the Protocol laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland on the other

75

90/C 53/08

Proposal for a Council Regulation (EEC) relating to the conclusion of the Protocol establishing, for the period from 1 January 1990 to 31 December 1991, the fishing opportunities and the financial contribution provided for in the Agreement between the European Economic Community and the People's Republic of Mozambique on fisheries relations

80

II

(Preparatory Acts)

COMMISSION

**Proposal for a Council Decision on the conclusion of the Agreement between
the Swiss Confederation and the European Economic Community concerning direct insurance
other than life assurance**

COM(89) 436 *final* — SYN 220

(Submitted by the Commission on 7 September 1989)

(90/C 53/01)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Articles 57 and 235 thereof,

Having regard to the proposal from the Commission,

In cooperation with the European Parliament,

Having regard to the opinion of the Economic and Social Committee,

Whereas it is desirable to conclude the Agreement with Switzerland concerning direct insurance other than life assurance, signed at ... on ...,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the Swiss Confederation and the European Economic Community concerning direct insurance other than life assurance is hereby approved on behalf of the Community.

The text of the Agreement is annexed to this Decision.

Article 2

The President of the Council shall take the measures necessary for the exchange of instruments provided for in Article 44 of the Agreement. ⁽¹⁾

⁽¹⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

AGREEMENT**Between the Swiss Confederation and the European Economic Community
on direct insurance other than life assurance***(Text initialled on 26 July 1989)***PREAMBLE**

THE SWISS CONFEDERATION, of the one part, and

THE EUROPEAN ECONOMIC COMMUNITY, of the other part,

CONSIDERING the close relations which exist between Switzerland and the Community;

DESIRING to avail themselves of the occasion offered by the establishment of a unified Community insurance market to consolidate existing economic relations between the two Parties in this field, and to promote, under fair conditions of competition, the harmonious development of these relations by ensuring protection for insured persons;

RESOLVED to that end to remove obstacles to the taking-up and pursuit of the business of direct insurance other than life assurance on a reciprocal and non-discriminatory basis safeguarded by the necessary legal conditions in respect of supervision, and thus to introduce between themselves freedom of establishment in this field;

EMPHASIZING that this in no way affects their power to legislate subject to limits set by public international law;

ENDEAVOURING to do everything in their power to see that their domestic legislation in this field evolves in a mutually compatible manner;

OBSERVING that it is in the interest of their economies to develop and strengthen their relations in this way in a field which up to now has not been governed by contractual rules, and to contribute thus to the coordination of economic law between the two Parties;

DECLARE themselves ready to consider in the light of any relevant factor, and particularly of the evolution of Community insurance law, the possibility of concluding other agreements in respect of private insurance;

HAVE AGREED in pursuit of these aims to conclude the present Agreement and to this end have designated as their Plenipotentiaries:

THE SWISS CONFEDERATION

THE EUROPEAN ECONOMIC COMMUNITY

WHO, having exchanged their Full Powers, found in good and due form, have agreed as follows:

SECTION 1**BASIC PROVISIONS***Article 1***Object**

The object of this Agreement is to lay down, on a reciprocal basis, the conditions which are necessary and sufficient to enable agencies and branches of undertakings whose head office is situated in the territory of one of the Contracting Parties and which wish to become established in the territory of the other Contracting Party, or are established there, to take up or pursue the self-employed activity of direct insurance other than life assurance.

*Article 2***Scope of Agreement**

The classes of insurance which are subject to this Agreement are set out in Annex I hereto.

*Article 3***Exceptions**

The kinds of insurance, operations and undertakings which are not subject to this Agreement are listed in Annex II hereto.

*Article 4***Application of domestic law**

The law in force in each Contracting Party shall apply :

- to points which are not governed by this Agreement,
- to questions raised by points governed by this Agreement, in so far as such questions are not regulated by the Agreement.

*Article 5***Principle of non-discrimination**

The Contracting Parties undertake to apply the principle of non-discrimination when introducing and applying the provisions of this Agreement.

*Article 6***Supervisory authority**

For the purposes of this Agreement, the supervisory authority shall, in the case of the Community, be the competent authority of the Member State in whose territory the head office of the undertaking is situated or in whose territory an agency or branch takes up or pursues the business of direct insurance.

SECTION 2

CONDITIONS GOVERNING ADMISSION

*Article 7***Compulsory authorization**

1. Each Contracting Party shall make the taking-up of the business of direct insurance in its territory by an undertaking which establishes its head office there subject to authorization by the supervisory authority.

2. Each Contracting Party shall, furthermore, make the opening in its territory of an agency or branch of an undertaking whose head office is situated in the territory of the other Contracting Party subject to authorization by the supervisory authority.

3. In addition, it shall make the opening in its territory of an agency or branch of an undertaking whose head office is situated outside the territories to which this Agreement applies, as laid down in Article 43, subject to authorization by the supervisory authority.

*Article 8***Scope of authorization**

1. An authorization shall be valid for the covering of risks situated in the entire territory for which the supervisory

authority granting the authorization is responsible unless, and in so far as the legislation applicable permits, the applicant seeks permission to carry on his business only in a part of that territory.

2. A risk shall be situated in the territory for which a supervisory authority is responsible:

— in the case of insurance relating either to buildings or to buildings and their contents, in so far as the contents are covered by the same insurance policy, where the property is situated in that territory,

— in the case of insurance relating to vehicles of any type, where the vehicle is registered in that territory,

— in the case of policies of a duration of four months or less covering travel or holiday risks, whatever the class concerned, where the policy-holder took out the policy in that territory,

— in all cases not explicitly covered by the foregoing indents, where the policy-holder has his habitual residence in that territory or, if the policy-holder is a legal person, where the latter's establishment, to which the contract relates, is situated in that territory.

3. Authorization shall be granted in respect of a particular class of insurance. It shall cover the entire class, unless the applicant wishes to cover only part of the risks pertaining to such class, as classified under part A of Annex I.

However:

— it shall be open to the supervisory authority to grant authorization for any group of classes classified under part B of Annex I, provided that it attaches to such authorization the appropriate denomination specified therein,

— authorization granted for one class or group of classes shall also be valid for the purpose of covering ancillary risks included in another class if the conditions specified under part C of Annex I are fulfilled.

*Article 9***Legal form**

The legal forms which may be assumed by an undertaking whose head office is situated in the territory of a Contracting Party are listed in Annex III.

*Article 10***Conditions of authorization**

1. Each Contracting Party shall require that an undertaking whose head office is situated in the territory of the other Contracting Party and which seeks an authorization to

open in its territory an agency or branch shall satisfy the following conditions:

- (a) it shall submit its statutes and a list of its directors and managers;
- (b) it shall produce a certificate issued by the supervisory authority of the Contracting Party in whose territory its head office is situated, attesting:
 - that the applicant undertaking is constituted in one of the legal forms listed in Annex III,
 - that the applicant undertaking limits its business activities to the business of insurance and to operations directly arising therefrom to the exclusion of all other commercial business,
 - the classes of insurance which the undertaking is entitled to transact,
 - that it possesses the minimum guarantee fund referred to in Article 3 (2) of Protocol 1, or, where appropriate, the minimum solvency margin calculated in accordance with Article 2 (2) of Protocol 1 if the minimum solvency margin is higher than the minimum guarantee fund,
 - the risks which it actually covers,
 - the existence of the financial resources referred to in subparagraph (f) of Article 1 of Protocol 2.
- (c) It shall submit a scheme of operations drawn up in accordance with Protocol 2, accompanied by the balance sheet and profit and loss account of the undertaking for each of the past three financial years.

However, where an undertaking has existed for fewer than three financial years, it shall submit such documents only for the financial years that have closed if:

- it is a new undertaking created as a result of a merger between existing undertakings, or
 - it is a new undertaking created by one or more existing undertakings for the purpose of transacting a specific class of insurance previously pursued by one of the undertakings in question.
- (d) It shall designate an authorized agent having his permanent residence and abode in the territory for which the supervisory authority of the Contracting Party in question is responsible, and possessing sufficient powers to bind the undertaking in relation to third parties and to represent it in relations with the authorities and courts of that Contracting Party.

Where the legal provisions of a Contracting Party permit the authorized agent to have legal personality, it shall have its head office in the territory of that Contracting Party and in turn designate an individual to represent it who satisfies the above conditions.

2. This Agreement shall not prevent the Contracting Parties from enforcing provisions requiring for all insurance undertakings, at the time of granting of the authorization, approval of the general and special policy conditions, scales of premiums and any other documents necessary in the normal course of events for the exercise of supervision.

However, with regard to the risks referred to in Article 2 (1) of Protocol 2, the Contracting Parties shall not lay down provisions requiring the approval or systematic notification of general and special policy conditions, scales of premiums, or forms and other printed documents which the undertaking intends to use in its dealings with policyholders. They may require only non-systematic notification of these conditions and other documents, for the purpose of verifying compliance with laws, regulations and administrative provisions in respect of such risks, and this requirement may not constitute a prior condition for an undertaking to be able to carry on its activities.

For the purposes of this Agreement, general and special policy conditions shall not include specific conditions intended to meet, in an individual case, the particular circumstances of the risk to be covered.

This Agreement shall likewise not prevent the Contracting Parties from subjecting undertakings requesting authorization for class 18 in Part A of Annex I to checks on their direct or indirect resources in staff and equipment, including the qualification of their medical teams and the quality of the equipment, available to the undertakings to meet their commitments arising from this class of insurance.

Article 11

Granting of authorization

1. Each Contracting Party undertakes to grant authorization provided the conditions laid down in Article 10 are met and further provided that the other provisions governing undertakings with their head offices in its territory are observed.
2. The Contracting Parties shall not make authorization subject to the lodging of a deposit or the provision of security.
3. The Contracting Parties undertake furthermore that no application for an authorization shall be examined in the light of the economic requirements of the market.

4. The designated authorized agent may be challenged by the supervisory authority only on grounds relating to his good repute or technical qualifications.

Article 12

Extension of the scope of an authorization

1. Each Contracting Party shall make any extension of the business for which an initial authorization was granted pursuant to Articles 7 and 8 subject to a new authorization.

2. Each Contracting Party shall require that, for the purpose of extending the business of an agency or branch either to other classes or in the circumstances referred to in Article 8 (1), the applicant for the authorization shall submit a scheme of operations in accordance with Protocol 2 and produce the certificate referred to in Article 10 (1).

Article 13

Authorization procedure

1. Authorization shall be sought from the supervisory authority by the undertaking whose head office is situated in the territory of the other Contracting Party.

2. The scheme of operations drawn up in accordance with Protocol 2, together with the observations of the supervisory authority responsible for granting authorization, shall be forwarded by the latter to the supervisory authority of the Contracting Party in whose territory the head office is situated.

The latter shall make known its opinion to the former within three months following receipt of the documents. If no opinion has been received upon the expiry of that period, it shall be deemed to be favourable.

3. The supervisory authority from whom authorization has been sought shall forward to the applicant undertaking its decision on the application not later than six months following receipt of the application for authorization.

Article 14

Refusal of authorization

1. Any decision to refuse an authorization shall be accompanied by the grounds on which it is based and shall be notified to the undertaking in question.

2. Each Contracting Party shall make provision for a right of recourse to the courts in the event of any refusal of authorization. Provision shall also be made for such right in

regard to cases where the supervisory authority has not given a decision on an application for authorization upon the expiry of a period of six months from the date of its receipt.

SECTION 3

CONDITIONS GOVERNING THE PURSUIT OF BUSINESS

Article 15

Choice of assets

The Contracting Parties shall not prescribe any rules as to the choice of assets in excess of those representing the technical reserves referred to in Articles 19 to 23. Subject to the provisions of Articles 18 (2), 20, 21, 23 and 29 (2) and (3), the Contracting Parties shall not restrict the free disposal of movable or immovable property forming part of the assets of undertakings.

Article 16

Establishment of solvency margin

1. Each Contracting Party shall require every undertaking whose head office is situated in its territory to establish an adequate solvency margin in respect of its entire business.

2. The definition of the solvency margin and the manner in which it is to be calculated and represented, and the minimum guarantee fund fixed, are set out in Protocol 1.

Article 17

Verification of the state of solvency

1. The supervisory authority of the Contracting Party in whose territory the head office of the undertaking is situated shall verify the state of solvency of the undertaking with respect to its entire business.

2. The supervisory authority of the other Contracting Party shall, where it has granted the said undertaking authorization to open an agency or branch, provide the abovementioned authority with all the information necessary to enable such verification to be carried out.

3. Each Contracting Party shall require undertakings whose head office is situated in its territory to produce an annual account, covering all their transactions, of their situation and solvency, and, as regards cover for risks listed under class 18 in part A of Annex I, of the other resources available to them for meeting their liabilities, where its laws provide for supervision of such resources.

*Article 18***Restoration of financial situation**

1. For the purpose of restoring the financial situation of an undertaking whose solvency margin has fallen below the minimum required under Article 2 (2) of Protocol 1, the supervisory authority of the Contracting Party in whose territory the head office is situated shall require a plan for the restoration of a sound financial situation to be submitted for its approval.

2. If the solvency margin falls below the guarantee fund defined in Article 3 of Protocol 1, the supervisory authority of the Contracting Party in whose territory the head office of the undertaking is situated shall require the latter to submit a short-term financing plan for its approval.

It may also restrict or prohibit the free disposal of the assets of the undertaking. It shall inform the supervisory authority of the Contracting Party in whose territory authorized agencies or branches of the undertaking are situated of any such measures. If they are requested by the former authority, the latter authority shall take the same measures.

The supervisory authority may, furthermore, take all measures necessary to safeguard the interests of insured persons should the situation envisaged in this paragraph arise.

*Article 19***Establishment of technical reserves**

1. Each Contracting Party in whose territory an undertaking carries on business shall require that undertaking to establish sufficient technical reserves.

2. The amount of such reserves shall be determined in accordance with the rules laid down in each Contracting Party, or, in the absence of such rules, in accordance with the established practices in each Contracting Party.

3. Each Contracting Party shall furthermore require undertakings established in its territory and underwriting risks listed under class 14 in part A of Annex I (credit insurance) to set up an equalization reserve for the purpose of offsetting any technical deficit or above-average claims ratio arising in that class for a financial year.

The methods of calculating the equalization reserve and the conditions governing exemption from the obligation to make such a reserve are set out in Annex V.

The equalization reserve must be calculated, under the rules laid down by each Contracting Party, in accordance with one of the four methods set out in Annex V, which shall be regarded as being equivalent. Up to the amount

calculated in accordance with those methods, the equalization reserve shall be disregarded for purposes of calculating the solvency margin.

Undertakings shall make available to the supervisory authority accounts showing both the technical results and the technical reserves relating to this business.

*Article 20***Matching assets and localization of assets constituting technical reserves**

1. Technical reserves shall be represented by equivalent and matching assets localized in the territory for which the supervisory authority of each Contracting Party is respectively responsible. Each Contracting Party may, however, permit relaxations of the rules on matching assets and the localization of assets.

2. 'Matching assets' means the representation of underwriting liabilities expressed in a particular currency by assets expressed or realizable in the same currency.

3. 'Localization of assets' means the existence of movable or immovable assets in the territory for which the supervisory authority of the Contracting Party concerned is responsible, but shall not be construed as involving a requirement that movable property be deposited or that immovable property be made subject to restrictive measures such as the registration of a mortgage. Assets represented by claims against debtors shall be regarded as localized in the territory for which the supervisory authority of the Contracting Party where they are to be realized is responsible.

Subject to the above, localization shall be governed by the respective rules in force in the Contracting Parties.

*Article 21***Nature of technical reserves**

1. The rules in force in the Contracting Party in whose territory an undertaking pursues its business shall determine the nature of the assets and, where appropriate, the extent to which they may be used for the purpose of representing the technical reserves, and shall also determine the rules for valuing such assets.

2. The expression 'nature of the assets' refers to the various categories of movable and immovable assets and their specific characteristics, such as those relating to the debtor in the case of a claim forming part of the technical reserves.

3. If a Contracting Party allows any technical reserves to be represented by claims against re-insurers, it shall fix the percentage so allowed or shall make provision for it to be

fixed. In such case, notwithstanding the provisions of Article 20 (1), it may not require the assets representing such claims to be localized.

Article 22

Balance sheet

The supervisory authority of the Contracting Party in whose territory the head office of an undertaking is situated shall verify that the undertaking's balance sheet shows in respect of the technical reserves assets equivalent to the underwriting liabilities assumed in all the countries in which it carries on business.

Article 23

Non-compliance with the requirements relating to technical reserves

If an agency or branch does not comply with the provisions laid down in Article 19 to 21, the supervisory authority of the Contracting Party in whose territory it carries on business may prohibit the free disposal of assets localized in its territory after having informed the supervisory authority of the Contracting Party in whose territory the head office is situated that it intends to take such action.

The supervisory authority of the Contracting Party in whose territory such agency or branch carries on business may, furthermore, take any measure necessary to safeguard the interests of insured persons.

Article 24

Transfer of portfolio

1. Under the conditions laid down by the legal provisions in force in the Contracting Party in question, the supervisory authority shall authorize undertakings which are established in the territory for which it is responsible to transfer all or part of their portfolios of contracts to an accepting office established in the same territory as the transferring undertaking, if the supervisory authority of the Contracting Party in whose territory the head office of the accepting office is situated certifies that the latter possesses the necessary margin of solvency after taking the transfer into account.

2. A transfer authorized in accordance with paragraph 1 shall be published in the territory for which the supervisory authority of the Contracting Party in which the transferring undertaking and the accepting office are established is responsible, under the conditions laid down by the legal provisions in force in the Contracting Party in question. Such transfer shall be automatically valid against the policyholders, the insured persons and any other person having rights and obligations arising out of the contracts transferred. However, this paragraph shall not preclude the

existence in each of the Contracting Parties of provisions providing policy-holders with the option of cancelling the contract within a given period after the transfer.

Article 25

Approval of conditions and scales of premiums

1. This Agreement shall not prevent the Contracting Parties from enforcing provisions requiring of all undertakings and in respect of all classes of insurance, during the pursuit of business, approval of the general and special policy conditions, scales of premiums and any other documents necessary in the normal course of events for the exercise of supervision.

However, with regard to the risks referred to in Article 2 (1) Protocol 2, the Contracting Parties shall not lay down provisions requiring the approval or systematic notification of general and special policy conditions, scales of premiums, forms and other printed documents which the undertaking intends to use in its dealings with policyholders. They may require only non-systematic notification of these conditions and other documents, for the purpose of verifying compliance with laws, regulations and administrative provisions in respect of such risks.

With regard to the same risks, the Contracting Parties may not retain or introduce prior notification or approval of proposed increases in premium rates except as part of a general price control system.

2. This Agreement shall likewise not prevent the Contracting Parties from subjecting undertakings which have obtained authorization for class 18 in part A of Annex I to checks on their direct or indirect resources in staff and equipment, including the qualification of their medical teams and the quality of the equipment, available to the undertakings to meet their commitments arising from this class of insurance.

3. For the purposes of this Agreement, general and special policy conditions shall not include specific conditions intended to meet, in an individual case, the particular circumstances of the risk to be covered.

Article 26

Documentation

The Contracting Parties shall require undertakings carrying on business in their territory to produce the documents, including statistical documents, necessary for the exercise of supervision and, as regards cover for risks listed under class 18 in part A of Annex I, to indicate the resources available to them for meeting their liabilities, where their laws provide for supervision of such resources.

SECTION 4

WITHDRAWAL OF AUTHORIZATION

*Article 27***Withdrawal conditions**

The supervisory authority of a Contracting Party may withdraw from an undertaking whose head office is situated in the territory of the other Contracting Party the authorization which it granted to open an agency or branch where such agency or branch:

- (a) no longer fulfils the conditions for admission; or
- (b) fails seriously to fulfil its obligations under the rules applicable to it, in particular with respect to the establishment of technical reserves.

*Article 28***Withdrawal procedure**

1. Before withdrawing authorization, the supervisory authority shall consult the supervisory authority of the Contracting Party in whose territory the head office of the undertaking is situated.

If the former authority deems it necessary to suspend the business of the agency or branch referred to in Article 27 before consultation is concluded, it shall immediately advise the latter authority thereof.

2. Any decision to withdraw an authorization or to order the suspension of business shall state the reasons on which it is based and shall be notified to the undertaking in question.

3. Each Contracting Party shall make provision for a right of recourse to the courts against such a decision.

*Article 29***Withdrawal of the authorization granted to the head office**

1. Where the supervisory authority of a Contracting Party in whose territory the head office is situated withdraws the authorization which it has granted to the undertaking, it shall notify such action to the supervisory authority of the other Contracting Party if the latter has granted the undertaking, authorization to open an agency or branch. The latter authority shall also withdraw its authorization.

2. In the case referred to in paragraph 1, the supervisory authority of the Contracting Party in whose territory the head office is situated shall, in conjunction with the supervisory authority of the other Contracting Party, take all measures necessary to safeguard the interests of insured persons and shall, in particular, restrict the free disposal of the assets of the undertaking, if this measure has not already been taken, pursuant to Articles 18 (2) and 23.

3. Paragraphs 1 and, where relevant, 2 shall likewise apply where the undertaking surrenders of its own accord the authorization granted to it.

SECTION 5

COLLABORATION BETWEEN SUPERVISORY AUTHORITIES

*Article 30***Conditions of collaboration**

The Contracting Parties shall take all necessary measures to enable their supervisory authorities to collaborate closely in the implementation of this Agreement.

*Article 31***Objectives of collaboration**

1. The supervisory authorities shall collaborate in verifying the provision by undertakings of financial guarantees as defined in Articles 16 and 19 to 21 and, in particular, in applying the measures provided for in Articles 18 and 23.

2. Should the undertakings in question be authorized to cover the risks listed under class 18 in part A of Annex I, the supervisory authorities shall also collaborate in supervising the resources available to those undertakings for carrying out the assistance operations they have undertaken to perform, where their laws provide for supervision of such resources.

*Article 32***Exchange of information**

The supervisory authorities shall furnish each other with all documents and information necessary for exercising supervision.

*Article 33***Secrecy**

1. Articles 30 to 32 shall under no circumstances be interpreted as requiring any supervisory authority to furnish information which would disclose commercial secrets of an undertaking or information the communication of which would be contrary to public policy.

2. Nevertheless, the secrecy rules to which the supervisory authorities are subject shall not hinder collaboration between those authorities and the mutual assistance provided for by this Agreement.

3. The information exchanged shall be used by such authorities solely for the purpose of carrying out their supervisory duties.

SECTION 6

GENERAL AND FINAL PROVISIONS

*Article 34***Particular provisions and undertakings of third countries**

1. Particular provisions applicable to certain Member States of the Community are set out in Annex IV.
2. The provisions applicable to agencies and branches of undertakings whose head office is situated outside the territories to which this Agreement applies pursuant to Article 43 thereof are set out in Protocol 4.

*Article 35***Integral parts of the Agreement**

The Annexes, Protocols and Exchanges of Letters annexed to this Agreement shall form an integral part thereof.

*Article 36***Failure to fulfil obligations**

1. The Contracting Parties shall refrain from taking any measures which might jeopardize the attainment of the objectives of this Agreement.
2. They shall take all general or special measures necessary to ensure fulfilment of the obligations arising from this Agreement.

If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation arising from this Agreement, the procedure referred to in Article 37 (2) shall apply.

*Article 37***Joint Committee**

1. A Joint Committee, composed of representatives of Switzerland and representatives of the Community, is hereby established, which shall be responsible for the administration of the Agreement and its proper implementation and for taking decisions in the circumstances provided for therein. Its decisions shall be taken by mutual agreement.
2. For the purpose of the proper implementation of the Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Joint Committee. The exercise of supervision, referred to in Section 5, shall not come within its powers.
3. The Joint Committee shall adopt its own rules of procedure.
4. The Joint Committee shall be chaired in turn by each of the Contracting Parties in accordance with detailed arrangements to be laid down in its rules of procedure. It shall be convened by its chairman whenever special

circumstances so require, at the request of either Contracting Party, in accordance with conditions to be laid down in its rules of procedure.

The Joint Committee may decide to set up any working party needed to assist it in carrying out its tasks.

*Article 38***Settlement of disputes**

1. If a dispute arises between the Contracting Parties concerning the operation of this Agreement and in particular its interpretation or implementation and such dispute cannot be resolved either through collaboration between the supervisory authorities referred to in Section 5 or by the Joint Committee referred to in Article 37, the Contracting Parties shall consult each other through diplomatic channels.
2. If it has not been possible to resolve the dispute by means of the procedure provided for in paragraph 1, it shall be referred, at the request of either of the Parties, to an arbitration tribunal consisting of three members. Reference may be made to this tribunal at the earliest after a period of two years following the first reference to the Joint Committee referred to in Article 37, unless the Parties agree jointly to refer their dispute to the said tribunal before the end of that period. Each Party shall appoint an arbitrator. The two arbitrators appointed shall appoint an umpire who shall be a national neither of Switzerland nor of a Member State of the Community.
3. Where one of the Contracting Parties does not appoint its arbitrator and has not complied with the request made by the other Party to make such appointment within two months, the arbitrator shall be appointed, at the request of the former Party, by the President of the International Court of Justice.
4. Where after a period of two months following their appointment the two arbitrators are unable to agree on the choice of an umpire, the latter shall be appointed at the request of one of the Parties by the President of the International Court of Justice.
5. Where, in the cases provided for in paragraphs 3 and 4, the President of the International Court of Justice is unable to act, or is a national of Switzerland or of a Member State of the Community, the appointments shall be made by the Vice-President. If the latter is unable to act or is a national of Switzerland or of a Member State of the Community, the appointments shall be made by the oldest member of the Court who is not a national either of Switzerland or of a Member State of the Community.
6. Save as otherwise provided by the Contracting Parties, the tribunal shall lay down its own rules of procedure. It shall take its decisions by majority vote.

7. The decisions of the tribunal shall be binding on the Contracting Parties.

Article 39

Evolution of the domestic legislation of the Contracting Parties

1. The Agreement shall be without prejudice to the right of each Contracting Party, subject to compliance with the principle of non-discrimination and the provisions of this Article, unilaterally to amend its domestic legislation on a point regulated by this Agreement.
2. As soon as a Contracting Party has initiated the process for adopting a draft amendment of its domestic legislation concerning the conditions for taking up and pursuing, by means of establishment, the activity of direct insurance other than life assurance, it shall inform the other Contracting Party via the Joint Committee referred to in Article 37. The Joint Committee shall hold an exchange of views on the implications of such an amendment for the proper functioning of the Agreement.
3. As soon as the amended legislation has been adopted, and eight days after adoption at the latest, the Contracting Party concerned shall notify the text of the new provisions to the other Contracting Party.
4. In order to guarantee legal certainty, a period of at least 12 months from the date of adoption of the amended legislation must be laid down by the Contracting Party concerned for the implementation of any amendment of legislation which deviates from the provisions of the Agreement.
5. Any amendment of legislation which has been the subject of the procedures referred to in paragraphs 2 and 3 and which, in the opinion of either Contracting Party, deviates from the provisions of the Agreement, shall be referred to the Joint Committee. The Joint Committee shall meet at the latest six weeks after the notification laid down in paragraph 3.
6. The Joint Committee shall:
 - either adopt a decision revising the provisions of the Agreement so as to integrate therein, if necessary on a basis of reciprocity, the amendments made to the legislation in question,
 - or, as long as the insured person is guaranteed equivalent protection to that provided for under the Agreement, adopt a decision to the effect that the amendments to the legislation in question shall be regarded as in accordance with the Agreement,
 - or decide any other measure to safeguard the proper functioning of the Agreement.
7. The decisions of the Joint Committee shall be published in the Official Compendium of Federal Laws (Recueil Officiel des lois fédérales) and in the *Official Journal of the European Communities*. Each decision shall state the date of its implementation in the two Contracting Parties and any other information likely to concern economic operators. The decisions shall be submitted as

necessary for ratification or approval by the Contracting Parties in accordance with their own procedures. The Contracting Parties shall notify each other of the completion of this formality. If upon the expiry of the period provided for in paragraph 4 such notification has not taken place, the decisions of the Joint Committee shall be implemented provisionally pending their ratification or approval by the Contracting Parties. If either Contracting Party notifies the non-ratification or non-approval of a decision of the Joint Committee, paragraph 8 shall apply *mutatis mutandis* from the time of such notification.

8. If the Joint Committee does not reach agreement on the decisions to be taken within six months of the date of referral pursuant to paragraph 5, the Agreement shall be regarded as ended on the day the legislation in question is implemented, pursuant to paragraph 4; in that event the provisions of Article 38 are not applicable. The provisions of Article 42 (2) shall apply *mutatis mutandis*.

Article 40

Revision of the Agreement

1. If a Contracting Party wishes that this Agreement be revised, it shall request the other Contracting Party to open negotiations to that end. Such request shall be made through diplomatic channels.
2. Amendments to this Agreement shall enter into force in accordance with the procedure set out in Article 44.
3. Nevertheless, amendments to the Annexes, Protocols and Exchanges of Letters annexed to this Agreement shall be adopted by the Joint Committee referred to in Article 37, which shall determine the date of their entry into force.

Article 41

Matters not covered by the Agreement

1. Where a Contracting Party considers that it would be useful in the interests of both Contracting Parties to develop the relations established by this Agreement by extending them to private insurance activities not covered thereby, it shall propose to the other Contracting Party that negotiations be opened to that end.
2. Agreements resulting from negotiations referred to in paragraph 1 shall be subject to ratification or approval by the Contracting Parties in accordance with their own procedures.

*Article 42***Denunciation**

1. Either Contracting Party may denounce this Agreement at any time by notifying the other Contracting Party to that effect. The Agreement shall cease to be in force 12 months after the date of such notification.
2. In the event of denunciation, the Contracting Parties shall jointly agree on rules governing the situation of undertakings which have obtained authorization in accordance with Article 11 (1). In the absence of agreement upon expiry of the period of 12 months referred to in paragraph 1, those undertakings shall be made subject to the rules applicable to those of third countries. Nevertheless, the Contracting Parties hereby undertake that the authorization obtained in accordance with Article 11 (1) shall not be withdrawn in the light of the economic requirements of the market for a period of at least five years from the date on which this Agreement ceases to be in force.

*Article 43***Territorial scope of Agreement**

This Agreement shall apply, on the one hand, to the territories to which the Treaty establishing the European

Economic Community applies upon the terms laid down in that Treaty and, on the other, to the territory of the Swiss Confederation.

*Article 44***Entry into force**

1. This Agreement was negotiated in French and drawn up in two originals in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each of these texts being equally authentic.
2. This Agreement shall be ratified or approved by the Contracting parties in accordance with their own procedures.
3. This Agreement shall enter into force on the first day of the calendar year following the exchange of instruments of ratification or approval on condition that such exchange takes place not later than one month before that date.

Nevertheless, the Contracting Parties may, on exchanging instruments of ratification or approval, jointly agree on another date for the entry into force of this Agreement; in that case, the date shall be published forthwith.

Hecho en, el

Udfærdiget i, den

Geschehen zu, am

Έγινε, την

Done at, on this day of in the year

Fait à, le

Fatto a, il

Gedaan te, de

Feito em, em

En nombre del Consejo de las Comunidades Europeas

På Rådet for De Europæiske Fællesskabers vegne

Im Namen des Rates der Europäischen Gemeinschaften

Για το Συμβούλιο των Ευρωπαϊκών Κοινοτήτων

In the name of the Council of the European Communities

Au nom du Conseil des Communautés européennes

A nome del Consiglio delle Comunità Europee

Namens de Raad van de Europese Gemeenschappen

Em nome do Conselho das Comunidades Europeias

Für die Schweizerische Eidgenossenschaft

Pour la Confédération suisse

Per la Confederazione svizzera

ANNEX I

CLASSES OF INSURANCE SUBJECT TO THE AGREEMENT

A. Classification of risks according to classes of insurance

1. *Accident* (including industrial injury and occupational diseases):
 - fixed pecuniary benefits,
 - benefits in the nature of indemnity,
 - combinations of the two,
 - injury to passengers.
2. *Sickness*:
 - fixed pecuniary benefits,
 - benefits in the nature of indemnity,
 - combinations of the two.
3. *Land vehicles* (other than railway rolling stock):

All damage to or loss of:

 - land motor vehicles,
 - land vehicles other than motor vehicles.
4. *Railway rolling stock*:

All damage to or loss of railway rolling stock.
5. *Aircraft*:

All damage to or loss of aircraft.
6. *Ships* (sea, lake, river and canal vessels):

All damage to or loss of:

 - river and canal vessels,
 - lake vessels,
 - sea vessels.
7. *Goods in transit* (including merchandise, baggage and all other goods):

All damage to or loss of goods in transit or baggage, irrespective of the form of transport.
8. *Fire and natural forces*:

All damage to or loss of property (other than property included in classes 3, 4, 5, 6 and 7) due to:

 - fire,
 - explosion,
 - storm,
 - natural forces other than storm,
 - nuclear energy,
 - land subsidence.
9. *Other damage to property*:

All damage to or loss of property (other than property included in classes 3, 4, 5, 6 and 7) due to hail or frost, and any event such as theft, other than those mentioned under 8.

10. *Motor vehicle liability:*

All liability arising out of the use of motor vehicles operating on land (including carrier's liability).

11. *Aircraft liability:*

All liability arising out of the use of aircraft (including carrier's liability).

12. *Liability for ships* (sea, lake, river and canal vessels):

All liability arising out of the use of ships, vessels or boats on the sea, lakes, rivers or canals (including carrier's liability).

13. *General liability:*

All liability other than those forms mentioned under 10, 11 and 12.

14. *Credit:*

- insolvency (general),
- export credit,
- instalment credit,
- mortgages,
- agricultural credit.

15. *Suretyship:*

- suretyship (direct),
- suretyship (indirect).

16. *Miscellaneous financial loss:*

- employment risks,
- insufficiency of income (general),
- bad weather,
- loss of profits,
- continuing general expenses,
- unforeseen trading expenses,
- loss of market value,
- loss of rent or revenue,
- indirect trading losses other than those mentioned above,
- other financial loss (non-trading),
- other forms of financial loss.

17. *Legal expenses:*

Legal expenses and costs of litigation.

18. *Tourist assistance:*

Assistance for persons who get into difficulties while travelling, while away from home or while away from their permanent residence.

The risks included in a class may not be included in any other class except in the cases referred to in part C.

B. Description of authorizations granted simultaneously for more than one class of insurance

Where the authorization simultaneously covers:

- (a) classes 1 and 2, it shall be named 'accident and health insurance';
- (b) classes 1 (fourth indent), 3, 7 and 10, it shall be named 'motor insurance';
- (c) classes 1 (fourth indent), 4, 6, 7 and 12, it shall be named 'marine and transport insurance';
- (d) classes 1 (fourth indent), 5, 7 and 11, it shall be named 'aviation insurance';

- (e) classes 8 and 9, it shall be named 'insurance against fire and other damage to property';
- (f) classes 10, 11, 12 and 13, it shall be named 'liability insurance';
- (g) classes 14 and 15, it shall be named 'credit and suretyship insurance';
- (h) all classes, it shall be named at the choice of the Contracting Party in question, which shall notify the other Contracting Party of its choice.

C. Ancillary risks

An undertaking obtaining an authorization for a principal risk belonging to one class or a group of classes may also insure risks included in another class without an authorization being necessary for them if they:

- are connected with the principal risk,
- concern the object which is covered against the principal risk, and
- are covered by the contract insuring the principal risk.

However, the risks included in classes 14, 15 and 17 may not be regarded as risks ancillary to other classes.

Nonetheless, the risk included in class 17 (legal expenses insurance) may be regarded as an ancillary risk of class 18 where the conditions laid down in the first subparagraph of part C of this Annex are fulfilled, and where the main risk relates solely to the assistance provided for persons who fall into difficulties while travelling, while away from home or while away from their permanent residence.

Legal expenses insurance may also be regarded as an ancillary risk under the conditions set out in the first subparagraph of part C of this Annex where it concerns disputes or risks arising out of, or in connection with, the use of sea-going vessels.

D. Assistance

1. The assistance activity shall be the assistance provided for persons who get into difficulties while travelling, while away from home or while away from their permanent residence. It shall consist in undertaking, against the prior payment of a premium, to make aid immediately available to the beneficiary under an assistance contract where that person is in difficulties following the occurrence of a chance event, in the cases and under the conditions set out in the contract.

The aid may consist in the provision of benefits in cash or in kind. The provision of benefits in kind may also be effected by means of the staff and equipment of the person providing them.

The assistance activity does not cover servicing, maintenance, after-sales service or the mere indication or provision of aid as an intermediary.

2. Either Contracting Party may, in its territory, make the provision of assistance to persons who get into difficulties in circumstances other than those referred to in paragraph 1 subject to the arrangements introduced by this Agreement. If a Contracting Party makes use of this possibility it shall, for the purposes of applying these arrangements, treat such activity as if it were listed under class 18 in part A of this Annex, without prejudice to part C thereof.

This shall in no way affect the possibilities for classification laid down in this Annex for activities which clearly come under other classes.

It shall not be possible to refuse authorization sought for an agency or branch by an undertaking whose head office is situated in the territory of the other Contracting Party solely on the grounds that the activity covered by this point is classified differently in that other Contracting Party.

ANNEX II

KINDS OF INSURANCE, OPERATIONS AND UNDERTAKINGS NOT SUBJECT TO THE AGREEMENT

A. Kinds of insurance excluded

This Agreement does not apply to:

1. Life assurance, that is to say the class of insurance which comprises, in particular, assurance on survival to a stipulated age only, assurance on death only, assurance on survival to a stipulated age or on earlier death, life assurance with return of premiums, tontines, marriage assurance and birth assurance.
2. Annuities.
3. Supplementary insurance carried on by life assurance undertakings, that is to say, insurance against personal injury including incapacity for employment, insurance against death resulting from an accident, and insurance against disability resulting from an accident or sickness, where these various kinds of insurance are underwritten in addition to life assurance.
4. *In Switzerland:*
insurance forming part of a statutory system of social security, except where such insurance is written by authorized undertakings.
In the Community:
insurance forming part of a statutory system of social security.
5. The type of insurance existing in Ireland and the United Kingdom known as 'permanent health insurance not subject to cancellation'.

B. Operations excluded

This Agreement does not apply to:

1. Capital redemption operations, as defined by the law in each Contracting Party.
2. Operations of provident and mutual benefit institutions whose benefits vary according to the resources available and in which the contributions of members are determined on a flat-rate basis.
3. Operations carried out by organizations not having legal personality with the purpose of providing mutual cover for their members without there being any payment of premiums or constitution of technical reserves.
4. Export credit insurance operations for the account of or supported by the State, or where the State is the insurer.
5. The assistance activity in which liability is limited to the following operations provided in the event of an accident or breakdown involving a road vehicle which normally occurs in the territory of the Contracting Party in which the undertaking providing cover is established:
 - an on-the-spot breakdown service for which the undertaking providing cover uses, in most circumstances, its own staff and equipment,
 - the conveyance of the vehicle to the nearest or the most appropriate location at which repairs may be carried out and the possible accompaniment, normally by the same means of assistance, of the driver and passengers to the nearest location from where they may continue their journey by other means,
 - if provided for by the Contracting Party in which the undertaking providing cover is established, the conveyance of the vehicle, possibly accompanied by the driver and passengers, to their home, point of departure or original destination within the same Contracting Party,

unless such operations are carried out by an undertaking subject to the Agreement.

In the cases referred to in the first two indents, the condition that the accident or breakdown must have happened in the territory of the Contracting Party in which the undertaking providing cover is established:

- (a) shall not apply where the latter is a body of which the beneficiary is a member and the breakdown service or conveyance of the vehicle is provided simply on presentation of a membership card, without any additional premium being paid, by a similar body in the Contracting Party concerned on the basis of a reciprocal agreement;

(b) shall not preclude the provision of such assistance in Ireland and the United Kingdom by a single body operating in both States.

In the circumstances referred to in the third indent, where the accident or the breakdown has occurred in the territory of Ireland or, in the case of the United Kingdom, in the territory of Northern Ireland, the vehicle, possibly accompanied by the driver and passengers, may be conveyed to their home, point of departure or original destination within either territory.

Moreover, the Agreement does not concern assistance operations carried out on the occasion of an accident to or the breakdown of a road vehicle and consisting in conveying the vehicle which has been involved in an accident or has broken down outside the territory of the Grand Duchy of Luxembourg, possibly accompanied by the driver and passengers, to their home, where such operations are carried out by the Automobile Club of the Grand Duchy of Luxembourg.

Undertakings subject to the Agreement may engage in the activity referred to under this point only if they have received authorization for class 18 in part A of Annex I without prejudice to part C of the said Annex. In that event the Agreement shall apply to the operations in question.

C. Exclusion of undertakings occupying special positions

This Agreement does not apply:

1. To undertakings which fulfil the following conditions:

- the undertaking does not pursue any activity falling within the scope of the Agreement other than the one described in class 18 in part A of Annex I.
- the activity is carried out exclusively on a local basis and consists only of benefits in kind,
- and
- the total annual income collected in respect of the activity of assistance to persons who get into difficulties does not exceed ECU 200 000.

2. In the case of undertakings whose head office is situated in Switzerland, to:

Undertakings whose annual premium income for the activities covered by the Agreement does not exceed the sum of Sfrs 3 million on the date of entry into force of this Agreement and whose activities extend only to Swiss territory for such time as they satisfy these conditions. Once it has become subject to the rules of the Agreement an undertaking may not rely on this exception even if it satisfies the two abovementioned conditions.

3. In the case of undertakings whose head office is situated in the Community, to:

- Mutual associations in so far as they fulfil all the following conditions:
 - the articles of association contain provisions for calling up additional contributions or reducing their benefits,
 - their business does not cover liability risks — unless the latter constitute ancillary cover within the meaning of part C of Annex I — or credit and suretyship risks,
 - the annual contribution income for the activities covered by this Agreement does not exceed ECU 1 million,
 - and
 - at least half of the contribution income from the activities covered by this Agreement comes from persons who are members of the mutual association.
- Mutual associations which have concluded with another undertaking of the same nature an agreement which provides for the full reinsurance of the insurance contracts concluded by them or under which the transferee undertaking is to meet the liabilities arising out of such contracts in the place of the transferor undertaking.

In such a case, the transferee undertaking shall be subject to this Agreement.

D. Exclusion of specific undertakings

This Agreement shall not apply to the undertakings listed under 1 and 2 unless their articles of association are amended as regards capacity.

However, the territorial capacity of the undertakings referred to in 1 and 2 (b) shall not be regarded as modified in the case of a merger between or division of such undertakings which has the effect of maintaining for the benefit of the new undertaking or undertakings the territorial capacity of the undertaking which has divided or the undertakings which have merged, nor shall capacity as to the classes of

insurance be regarded as modified if one of the undertakings takes over in respect of the same territory one or more of the classes of another such undertaking.

1. *In Switzerland:*

The following cantonal institutions under public law, enjoying a monopoly:

- (a) Aargau: Aargauisches Versicherungsamt, Aargau;
- (b) Appenzell Ausser-Roden: Brand- und Elementarschadenversicherung Appenzell AR, Herisau;
- (c) Basel-Land: Basellandschaftliche Gebäudeversicherung, Liestal;
- (d) Basel-Stadt: Gebäudeversicherung des Kantons Basel-Stadt, Basel;
- (e) Bern/Berne: Gebäudeversicherung des Kantons Bern, Bern, Assurance immobilière du canton de Berne, Berne;
- (f) Fribourg/Freiburg: Établissement cantonal d'assurance des bâtiments du canton de Fribourg, Fribourg/Kantonale Gebäudeversicherungsanstalt Freiburg, Freiburg;
- (g) Glarus: Kantonale Sachversicherung Glarus, Glarus;
- (h) Graubünden/Grigioni/Grischun: Gebäudeversicherungsanstalt des Kantons Graubünden, Chur, Istituto d'assicurazione fabbricati del cantone dei Grigioni, Coira, Istitut dil cantun Grischun per assicuranzas da baghetgs, Cuera;
- (i) Jura: Assurance immobilière de la République et canton du Jura, Saignelégier;
- (j) Luzern: Gebäudeversicherungsanstalt des Kantons Luzern, Luzern;
- (k) Neuchâtel: Établissement cantonal d'assurance immobilière contre l'incendie, Neuchâtel;
- (l) Nidwalden: Kantonale Brandversicherungsanstalt Nidwalden, Stans;
- (m) Schaffhausen: Gebäudeversicherung des Kantons Schaffhausen, Schaffhausen;
- (n) Solothurn: Solothurnische Gebäudeversicherung, Solothurn;
- (o) St. Gallen: Gebäudeversicherungsanstalt des Kantons St. Gallen, St. Gallen;
- (p) Thurgau: Gebäudeversicherung des Kantons Thurgau, Frauenfeld;
- (q) Vaud: Établissement d'assurance contre l'incendie et les éléments naturels du canton de Vaud, Lausanne;
- (r) Zug: Gebäudeversicherung des Kantons Zug, Zug;
- (s) Zürich: Gebäudeversicherung des Kantons Zürich, Zürich.

2. *In the Community:*

(a) In Denmark:

Falcks Redningskorps A/S, København;

(b) In Germany:

— the following institutions under public law enjoying a monopoly (Monopolanstalten):

- aa) Badische Gebäudeversicherungsanstalt, Karlsruhe,
- (bb) Bayerische Landesbrandversicherungsanstalt, München,
- (cc) Bayerische Landestierversicherungsanstalt, Schlachtviehversicherung, München,
- (dd) Braunschweigische Landesbrandversicherungsanstalt, Braunschweig,
- (ee) Hamburger Feuerkasse, Hamburg,
- (ff) Hessische Brandversicherungsanstalt (Hessische Brandversicherungskammer), Darmstadt,
- (gg) Hessische Brandversicherungsanstalt, Kassel,
- (hh) Lippische Landesbrandversicherungsanstalt, Detmold,
- (ii) Nassauische Brandversicherungsanstalt, Wiesbaden,
- (jj) Oldenburgische Landesbrandkasse, Oldenburg,
- (kk) Ostfriesische Landschaftliche Brandkasse, Aurich,
- (ll) Feuersozietät Berlin, Berlin,
- (mm) Württembergische Gebäudebrandversicherungsanstalt, Stuttgart;

- the following semi-public institutions:
- (nn) Postbeamtenkrankenkasse,
 - (oo) Krankenversorgung der Bundesbahnbeamten;
- (c) In Spain:
- The following public institutions:
- (aa) Comisaria del Seguro Obligatorio de Viajeros,
 - (bb) Consorcio de Compensación de Seguros,
 - (cc) Fondo Nacional de Garantía de Riesgos de la Circulación;
- (d) In France:
- The following institutions:
- (aa) Caisse départementale des incendies des Ardennes,
 - (bb) Caisse départementale des incendies de la Côte-d'Or,
 - (cc) Caisse départementale des incendies de la Marne,
 - (dd) Caisse départementale des incendies de la Meuse,
 - (ee) Caisse départementale des incendies de la Somme;
- (e) In Ireland:
- Voluntary Health Insurance Board;
- (f) In Italy:
- La Cassa di Previdenza per l'assicurazione degli sportivi (Sportass);
- (g) In the United Kingdom:
- The Crown Agents.

ANNEX III

ACCEPTABLE LEGAL FORMS

An undertaking whose head office is situated in the territory of a Contracting Party shall adopt one of the legal forms shown below.

The Contracting Parties may also set up, where appropriate, undertakings under any form governed by public law provided that such institutions have as their object insurance transactions under conditions equivalent to those of undertakings governed by private law.

A. In Switzerland:

- Aktiengesellschaft/société anonyme/società per azioni,
- Genossenschaft/coopérative/cooperativa.

B. In the Community:

1. *In Belgium:*

- naamloze vennootschap/société anonyme,
- vennootschap bij wijze van geldschieting op aandelen/société en commandite par actions,

- onderlinge verzekeringsmaatschappij/association d'assurance mutuelle,
 - coöperatieve vennootschap/société coopérative.
2. *In Denmark:*
- aktieselskaber,
 - gensidige selskaber.
3. *In Germany:*
- Aktiengesellschaft,
 - Versicherungsverein auf Gegenseitigkeit,
 - Öffentlich-rechtliches Wettbewerbs-Versicherungsunternehmen.
4. *In France:*
- société anonyme,
 - société à forme mutuelle,
 - mutuelle,
 - union de mutuelles.
5. *In Spain:*
- sociedad anónima,
 - sociedad mutua,
 - sociedad cooperativa.
6. *In Greece:*
- ανώνυμος εταιρεία,
 - αλληλασφαλιστικός συνεταιρισμός.
7. *In Ireland:*
- incorporated companies limited by shares or by guarantee or unlimited.
8. *In Italy:*
- società per azioni,
 - società cooperativa,
 - mutua di assicurazione.
9. *In Luxembourg:*
- société anonyme,
 - société en commandite par actions,
 - association d'assurances mutuelles,
 - société coopérative.
10. *In the Netherlands:*
- naamloze vennootschap,
 - onderlinge waarborgmaatschappij.
11. *In Portugal:*
- sociedade anonima de responsabilidade limitada,
 - mutua de seguros.
12. *In the United Kingdom:*
- incorporated companies limited by shares or by guarantees or unlimited,
 - societies registered under the Industrial and Provident Societies Acts,
 - societies registered under the Friendly Societies Act,
 - the association of underwriters known as Lloyd's.
-

ANNEX IV

PARTICULAR PROVISIONS FOR CERTAIN MEMBER STATES OF THE COMMUNITY

By way of derogation from the provisions of this Agreement, the following special provisions shall apply in certain Member States of the Community:

1. *In Denmark:*

re Article 15:

Denmark may retain in force its legislation restricting the free disposal of assets built up by insurance undertakings to cover pensions payable under compulsory insurance against industrial accidents.

2. *In Germany:*

— re Article 8 (2):

Germany may maintain the provision prohibiting the simultaneous undertaking in its territory of health insurance with other classes.

— re Article 15:

Germany may maintain, with respect to health insurance within the meaning of Article 2 (3) of Protocol 1, the restrictions imposed on the free disposal of assets in so far as the free disposal of assets covering mathematical reserves is subject to the agreement of a 'Treuhand'.

3. *In Luxembourg:*

— re Article 20 (1) and (3):

Luxembourg may retain the system of guarantees for technical reserves existing at the time of entry into force of this Agreement.

4. *In the United Kingdom:*

— re Article 10 (1) (c):

With regard to the association of underwriters known as Lloyd's, submission of the balance sheet and the profit and loss account shall be replaced by the compulsory presentation of annual trading accounts covering the insurance operations, and accompanied by an affidavit certifying that auditors' certificates have been supplied in respect of each insurer and showing that the liabilities incurred as a result of those operations are wholly covered by the assets. These documents must allow the supervisory authorities to form a comparable view of the state of solvency of the Association.

— re Article 10 (1) (d):

With regard to the association of underwriters known as Lloyd's, in the event of any litigation in the host country resulting from underwritten commitments, insured persons must not be less favourably treated than if the litigation had been brought against a business of a more conventional type. The authorized agent must, therefore, possess sufficient powers to enable proceedings to be instituted against him and must in that capacity be able to bind the Lloyd's underwriters concerned.

ANNEX V

METHODS OF CALCULATING THE EQUALIZATION RESERVE FOR THE CREDIT INSURANCE CLASS AND CONDITIONS GOVERNING EXEMPTION FROM THE OBLIGATION TO SET UP SUCH A RESERVE

A. Methods

Method 1

- 1.1. In respect of the risks listed under class 14 in part A of Annex I (credit insurance), the undertaking shall set up an equalization reserve to which shall be charged any technical deficit arising in that class for a financial year.
- 1.2. Such reserve shall in each financial year receive 75 % of any technical surplus arising on credit insurance business, subject to a limit of 12 % of the net premiums or contributions until the reserve has reached 150 % of the highest annual amount of net premiums or contributions received during the previous five financial years.

Method 2

- 2.1. In respect of the risks listed under class 14 in part A of Annex I (credit insurance), the undertaking shall set up an equalization reserve to which shall be charged any technical deficit arising in that class for a financial year.
- 2.2. The minimum amount of the equalization reserve shall be 134 % of the average of the premiums or contributions received annually during the previous five financial years after subtraction of the cessions and addition of the reinsurance acceptances.
- 2.3. Such reserve shall in each of the successive financial years receive 75 % of any technical surplus arising in that class until the reserve is at least equal to the minimum calculated in accordance with point 2.2 of this Annex.
- 2.4. The Contracting Parties may lay down special rules for the calculation of the amount of the reserve and/or the amount of the annual levy in excess of the minimum amounts laid down in points 2.2 and 2.3 of this Annex.

Method 3

- 3.1. An equalization reserve shall be formed for class 14 in part A of Annex I (credit insurance) for the purpose of offsetting any above-average claims ratio for a financial year in that class of insurance.
- 3.2. The equalization reserve shall be calculated on the basis of the method set out below.

All calculations shall relate to income and expenditure for the insurer's own account.

An amount in respect of any claims shortfall for each financial year shall be placed to the equalization reserve until it has reached, or is restored to, the required amount.

There shall be deemed to be a claims shortfall if the claims ratio for a financial year is lower than the average claims ratio for the reference period. The amount in respect of the claims shortfall shall be arrived at by multiplying the difference between the two ratios by the earned premiums for the financial year.

The required amount shall be equal to six times the standard deviation of the claims ratios in the reference period from the average claims ratio, multiplied by the earned premiums for the financial year.

Where claims for any financial year are in excess, an amount in respect thereof shall be taken from the equalization reserve. Claims shall be deemed to be in excess if the claims ratio for the financial year is higher than the average claims ratio. The amount in respect of the excess claims shall be arrived at by multiplying the difference between the two ratios by the earned premiums for the financial year.

Irrespective of claims experience, 3,5 % of the required amount of the equalization reserve shall be first placed to that reserve each financial year until its required amount has been reached or restored.

The length of the reference period shall be not less than 15 years and not more than 30 years. No equalization reserve need be formed if no underwriting loss has been noted during the reference period.

The required amount of the equalization reserve and the amount to be taken from it may be reduced if the average claims ratio for the reference period in conjunction with the expenses ratio show that the premiums include a safety margin.

Method 4

- 4.1. An equalization reserve shall be formed for class 14 in part A of Annex I (credit insurance) for the purpose of offsetting any above-average claims ratio for a financial year in that class of insurance.
- 4.2. The equalization reserve shall be calculated on the basis of the method set out below.

All calculations shall relate to income and expenditure for the insurer's own account.

An amount in respect of any claims shortfall for each financial year shall be placed to the equalization reserve until it has reached the maximum required amount.

There shall be deemed to be a claims shortfall if the claims ratio for a financial year is lower than the average claims ratio for the reference period. The amount in respect of the claims shortfall shall be arrived at by multiplying the difference between the two ratios by the earned premiums for the financial year.

The maximum required amount shall be equal to six times the standard deviation of the claims ratio in the reference period from the average claims ratio, multiplied by the earned premiums for the financial year.

Where claims for any financial year are in excess, an amount in respect thereof shall be taken from the equalization reserve until it has reached the minimum required amount. Claims shall be deemed to be in excess if the claims ratio for the financial year is higher than the average claims ratio. The amount in respect of the excess claims shall be arrived at by multiplying the difference between the two ratios by the earned premiums for the financial year.

The minimum required amount shall be equal to three times the standard deviation of the claims ratio in the reference period from the average claims ratio multiplied by the earned premiums for the financial year.

The length of the reference period shall be not less than 15 years and not more than 30 years. No equalization reserve need be formed if no underwriting loss has been noted during the reference period.

Both required amounts of the equalization reserve and the amount to be placed to it or the amount to be taken from it may be reduced if the average claims ratio for the reference period in conjunction with the expenses ratio show that the premiums include a safety margin and that safety margin is more than one-and-a-half times the standard deviation of the claims ratio in the reference period. In such a case the amounts in question shall be multiplied by the quotient of one-and-a-half times the standard deviation and the safety margin.

B. Exemption

Each Contracting Party may exempt head offices, agencies or branches from the obligation to set up an equalization reserve for credit insurance business where the premiums or contributions receivable in respect of credit insurance are less than 4 % of the total premiums or contributions receivable by them or less than ECU 2 500 000.

The relationship between the ecu and the Swiss franc and the procedures necessary for defining that relationship for the purposes of this Annex are laid down in Protocol 3.

PROTOCOL 1**Solvency margin***Article 1***Definition of the solvency margin**

The solvency margin shall correspond to the assets of the undertaking, free of all foreseeable liabilities, less any intangible items. In particular the following shall be considered:

- the paid-up share capital or, in the case of a mutual concern, the effective initial fund,
- one-half of the share capital or the initial fund which is not yet paid up, once the paid-up part reaches 25 % of this capital or fund,
- reserves (statutory reserves and free reserves) not corresponding to underwriting liabilities,
- any carry-forward of profits,
- in the case of a mutual or mutual-type association with variable contributions, any claim which it has against its members by way of a call for supplementary contribution, within the financial year, up to one-half of the difference between the maximum contributions and the contributions actually called in, and subject to an overriding limit of 50 % of the margin,
- at the request of, and upon proof being shown by the undertaking, and with the agreement of the concerned supervisory authorities of the Contracting Parties in whose territory the undertaking carries on its business, any hidden reserves resulting from under-estimation of assets or over-estimation of liabilities in the balance sheet, in so far as such hidden reserves are not of an exceptional nature.

Over-estimation of technical reserves shall be determined in relation to their amount calculated by the undertaking in conformity with national rules, however, an amount equivalent to 75 % of the difference between the amount of the reserve for outstanding risks calculated at a flat rate by the undertaking by application of a minimum percentage in relation to premiums and the amount that would have been obtained by calculating the reserve contract by contract where the national law in question gives an option between the two methods, can be taken into account in the solvency margin up to 20 %.

*Article 2***Relationship between the solvency margin and the amount of premiums or the burden of claims**

1. The solvency margin shall be determined on the basis either of the annual amount of premiums or contributions, or of the average burden of claims for the past three financial years. In the case, however, of undertakings which essentially underwrite only one or more of the risks of credit, storm, hail and frost, the last seven years shall be taken as the period of reference for the average burden of claims.
2. Subject to the provisions of Article 3 of this Protocol, the amount of the solvency margin shall be equal to the higher of the following two results:
 - first result (premium basis)
 - the premiums or contributions (inclusive of charges ancillary to premiums or contributions) due in respect of all direct business in the last financial year for all financial years, shall be aggregated,
 - to this aggregate there shall be added the amount of premiums accepted for all reinsurance in the last financial year,

- from this sum there shall then be deducted the total amount of premiums or contributions cancelled in the last financial year, as well as the total amount of taxes and levies pertaining to the premiums or contributions entering into the aggregate.

The amount so obtained shall be divided into two portions, the first portion extending up to ECU 10 million, the second comprising the excess; 18 and 16 % of these portions respectively shall be calculated and added together.

The first result shall be obtained by multiplying the sum so calculated by the ratio existing in respect of the last financial year between the amount of claims remaining to be borne by the undertaking after deduction of transfers for reinsurance and the gross amount of claims; this ratio may in no case be less than 50 %;

- second result (claims basis):

- the amounts of claims paid in respect of direct business (without any deduction of claims borne by reinsurers and retrocessionnaires) in the periods specified in Article 2 (1) of this Protocol shall be aggregated,

- to this aggregate there shall be added the amount of claims paid in respect of reinsurances or retrocessions accepted during the same periods,

- to this sum there shall be added the amount of provisions or reserves for outstanding claims established at the end of the last financial year both for direct business and for reinsurance acceptances,

- from this sum there shall be deducted the amount of recoveries effected during the periods specified in Article 2 (1) of this Protocol,

- from the sum then remaining, there shall be deducted the amount of provisions or reserves for outstanding claims established at the commencement of the second financial year preceding the last financial year for which there are accounts, both for direct business and for reinsurance acceptances.

One-third, or one-seventh, of the amount so obtained, according to the period of reference established in Article 2 (1) of this Protocol, shall be divided into two portions, the first extending up to ECU 7 million, and the second comprising the excess; 26 and 23 % of these portions respectively shall be calculated and added together.

The second result shall be obtained by multiplying the sum so obtained by the ratio existing in respect of the last financial year between the amount of claims remaining to be borne by the business after transfers for reinsurance and the gross amount of claims; this ratio may in no case be less than 50 %.

3. The fractions applicable to the portions referred to in Article 2 (2) of this Protocol shall each be reduced to a third in the case of health insurance practised on a similar technical basis to that of life assurance, if:

- the premiums paid are calculated on the basis of sickness tables according to the mathematical method applied in insurance,
- a reserve is set up for increasing age,
- an additional premium is collected in order to set up a safety margin of an appropriate amount,
- the insurer may only cancel the contract before the end of the third year of insurance at the latest,
- the contract provides for the possibility of increasing premiums or reducing payments even for current contracts.

4. In the case of the association of underwriters known as Lloyd's, the calculation of the first result in respect of premiums, referred to in Article 2 (2) of this Protocol, shall be made on the basis of net premiums, which shall be multiplied by a flat-rate percentage fixed annually by the

supervisory authority of the Contracting Party in whose territory the head office of the undertaking is situated. This flat-rate percentage must be calculated on the basis of the most recent statistical data on commission paid.

The details, together with the relevant calculations, shall be sent to the supervisory authority of Switzerland if the association of underwriters known as Lloyd's is established there.

5. In the case of the risks listed under class 18 in part A of Annex I, the amount of claims paid used to calculate the second result (claims basis) shall be the costs borne by the undertaking in respect of assistance given. Such costs shall be calculated in accordance with the provisions of the Contracting Party in whose territory the head office of the undertaking is situated.

Article 3

Guarantee fund

1. One-third of the solvency margin shall constitute the guarantee fund.
2. The guarantee fund may not, however, be less than:
 - ECU 1 400 000 where all or some of the risks included in the class listed in part A of Annex I under 14 are covered. This provision shall apply to every undertaking for which the annual amount of premiums or contributions due in this class for each of the last three financial years exceeded ECU 2 500 000 or 4 % of the total amount of premiums or contributions receivable by the undertaking concerned,
 - ECU 400 000 where all or some of the risks included in one of the classes listed in part A of Annex I under 10, 11, 12, 13 and 15 and, in so far as the first indent does not apply, 14, are covered,
 - ECU 300 000 where all or some of the risks included in one of the classes listed in part A of Annex I under 1, 2, 3, 4, 5, 6, 7, 8, 16 and 18 are covered,
 - ECU 200 000 where all or some of the risks included in one of the classes listed in part A of Annex I under 9 and 17 are covered.
3. If the business carried on by the undertaking covers several classes or several risks, only that class or risk for which the highest amount is required shall be taken into account.
4. Each Contracting Party may provide for a one-fourth reduction of the minimum guarantee fund in the case of mutual associations and mutual-type associations.
5. Where an undertaking has, in accordance with the first indent of Article 3 (2) of this Protocol, to increase the guarantee fund to ECU 1 400 000, the Contracting Party in question shall allow the undertaking:
 - a period of three years in which to increase the fund to ECU 1 000 000,
 - a period of five years in which to increase the fund to ECU 1 200 000,
 - a period of seven years in which to increase the fund to ECU 1 400 000.

These periods shall start to run on the day on which the conditions set out in the first indent of Article 3 (2) of this Protocol are met.

Article 4

Relationship between the ecu and the Swiss franc

The relationship between the ecu and the Swiss franc and the procedures necessary for defining that relationship for the purposes of this Protocol are laid down in Protocol 3.

PROTOCOL 2**Scheme of operations***Article 1***Content**

The scheme of operations of the agency or branch shall contain the following particulars or proofs concerning:

- (a) the nature of the risks which the undertaking proposes to cover;
- (b) the general and special policy conditions which it proposes to use;
- (c) the scales of premiums which the undertaking proposes to apply for each category of business;
- (d) the guiding principles as to reinsurance;
- (e) the state of the solvency margin of the undertaking, referred to in Protocol 1;
- (f) estimates relating to the expenses of installing the administrative services and the organization for securing business; the financial resources intended to cover them, and, where the risks to be covered are listed under class 18 in part A of Annex I, the resources available to the undertaking for providing the promised assistance;

and, in addition, for the first three financial years:

- (g) estimates relating to expenses of management;
- (h) estimates relating to premiums or contributions and to claims in respect of the new business;
- (i) the forecast balance sheet for the agency or branch.

*Article 2***Exceptions**

1. The particulars referred to in (b) and (c) of Article 1 of this Protocol shall not be required with regard to the following (large) risks:

- (a) risks listed under classes 4, 5, 6, 7, 11 and 12 in part A of Annex I;
- (b) risks listed under classes 14 and 15 in part A of Annex I, where the policy-holder is engaged professionally in an industrial or commercial activity or in one of the liberal professions, and the risks relate to such activity;
- (c) risks listed under classes 8, 9, 13 and 16 in part A of Annex I in so far as the policy-holder exceeds the limits of at least two of the following three criteria:

first stage: until 31 December 1992:

- balance-sheet total: ECU 12,4 million,
- net turnover: ECU 24 million,
- average number of employees during the financial year: 500;

second stage: from 1 January 1993:

- balance-sheet total: ECU 6,2 million,
- net turnover: ECU 12,8 million,
- average number of employees during the financial year: 250.

If the policy-holder belongs to a group of undertakings for which consolidated accounts are drawn up in accordance with the law in force in the Contracting Party to whose jurisdiction the group is subject, the criteria mentioned above shall be applied on the basis of the consolidated accounts.

Each Contracting Party may add to the category mentioned under (c) risks insured by professional associations, joint ventures or temporary groupings.

2. However, in Switzerland the particulars referred to in (b) and (c) of Article 1 of this Protocol may be required with regard to the risks listed under class 12 in part A of Annex I where the vessels involved are lake or river vessels.

PROTOCOL 3

Relationship between the ecu and the Swiss franc

Article 1

Ecu

For the purposes of this Agreement, 'ecu' means the ecu as defined by the competent Community authorities.

Article 2

Relationship between national currencies and the ecu

1. In so far as amounts expressed in ecus in this Agreement have to be converted into national currencies to enable the supervisory authorities to apply the Agreement's provisions directly, the conversion shall be effected in accordance with the provisions of Article 2 (2) and (3) of this Protocol.

2. With regard to the conversion of amounts expressed in ecus into the national currencies of the Member States of the Community, the rules laid down by the competent Community authorities shall apply.

3. With regard to the equivalent in Swiss francs of amounts expressed in ecus, the exchange value of one ecu shall, for the purposes of this Agreement, be 1,83 ⁽¹⁾ Swiss francs.

Article 3

Alteration of the relationship between the ecu and the Swiss franc

1. The relationship between the ecu and the Swiss franc referred to in Article 2 (3) shall be reviewed annually as follows: where the exchange value of the ecu in terms of Swiss francs as fixed by the Swiss National Bank for the last working day in October fluctuates by more than 10 % on either side of the value used for the purposes of this Agreement, that value shall be adjusted accordingly with effect from 1 January of the following year.

2. The Joint Committee referred to in Article 37 may make such other adjustments as may be necessary.

⁽¹⁾ This figure is given for guidance only. The ecu/Swiss franc conversion rate will be fixed on the day before that on which the Agreement is signed.

PROTOCOL 4**Agencies and branches of undertakings whose head office is situated outside the territories to which this Agreement applies***Article 1***Conditions for authorization**

Each Contracting Party may grant to an undertaking whose head office is situated outside the territories to which this Agreement applies under Article 41 thereof, authorization to open an agency or branch in its territory, if the applicant undertaking fulfils at least the following conditions:

- (a) it is entitled to undertake insurance business under its national law;
- (b) it establishes an agency or branch in the territory of the Contracting Party in question;
- (c) it undertakes to establish at the place of management of the agency or branch accounts specific to the business which it undertakes there, and to keep there all the records relating to the business transacted;
- (d) it designates an authorized agent, to be approved by the supervisory authority;
- (e) it possesses in the country in which it carries on its business assets of an amount equal to at least one-half of the minimum amount prescribed in Article 3 (2) of Protocol 1, in respect of the guarantee fund, and deposits one-quarter of the minimum amount as security;
- (f) it undertakes to keep a solvency margin in accordance with Article 3 of this Protocol;
- (g) it submits a scheme of operations in accordance with the provisions of Article 9 (1) (c) of the Agreement and Protocol 2. Each Contracting Party may, if the legal provisions in force therein so permit, require an undertaking which has been in existence for fewer than three financial years to supply the balance sheet and profit and loss account which must accompany the scheme of operations only in respect of the financial years which have closed.

*Article 2***Technical reserves**

Under this Protocol, each Contracting Party shall apply to agencies or branches set up in its territory rules regarding technical reserves which may not be more favourable than those provided for in Articles 19, 20 and 21. By way of derogation from the second sentence of Article 20 (1) it shall require assets representing technical reserves to be localized in the territory for which the supervisory authority of the Contracting Party concerned is responsible.

*Article 3***Solvency margin**

1. Under this Protocol, each Contracting Party shall require for agencies or branches established in its territory a solvency margin consisting of assets free of all foreseeable liabilities, less any intangible items. The solvency margin shall be calculated in accordance with Article 2 (2) and (3) of Protocol 1. However, for the purpose of calculating this margin, account shall be taken only of the premiums or contributions and claims pertaining to the business effected by the agency or branch concerned.

2. One-third of the solvency margin shall constitute the guarantee fund. The guarantee fund may not be less than one-half of the minimum required under Article 3 (2) of Protocol 1. The initial security lodged in accordance with subparagraph (e) of Article 1 of this Protocol shall be counted towards such guarantee fund.
3. The assets representing the solvency margin shall be localized in the territory for which the supervisory authority of the Contracting Party concerned is responsible.
4. The Community may allow these rules to be relaxed in the case of undertakings with agencies or branches in various Member States in order to facilitate their supervision.

Article 4

Verification and restoration of financial situation

The provisions of Articles 17 (3) and 18 shall apply *mutatis mutandis* in relation to agencies and branches of undertakings to which this Protocol applies.

Article 5

Agreements with third countries

Each Contracting Party may, by means of agreements concluded with one or more third countries, agree to the application of provisions different from those provided for in this Protocol on condition that its insured persons are adequately protected under conditions of reciprocity.

EXCHANGE OF LETTERS No 1

Principle of non-discrimination

Delegation of the
Commission of the European
Communities

Brussels, 26 July 1989

Sir,

With reference to the Agreement between the Community and Switzerland, initialled today, I have the honour to confirm that the obligation of non-discrimination referred to in Article 5 thereof exclusively concerns the taking-up and pursuit of the activity of direct insurance in the territory falling under the jurisdiction of the supervisory authority which grants authorization and also applies to the Member States of the Community in the exercise of their power to legislate in the areas covered by the said Agreement.

I would ask you to take note of this communication, and to accept, Sir, the assurance of my high consideration.

Geoffrey FITCHEW
*Head of the Delegation
of the Commission of the European
Communities*

Franz Blankart, Esq.
State Secretary
Head of the Swiss Delegation
Berne

Swiss Delegation

Berne, 26 July 1989

Sir,

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

'With reference to the Agreement between the Community and Switzerland, initialled today, I have the honour to confirm that the obligation of non-discrimination referred to in Article 5 thereof exclusively concerns the taking-up and pursuit of the activity of direct insurance in the territory falling under the jurisdiction of the supervisory authority which grants authorization and also applies to the Member States of the Community in the exercise of their power to legislate in the areas covered by the said Agreement.'

I have taken note of this communication, and in turn ask you to accept, Sir, the assurance of my high consideration.

Franz BLANKART
Head of the Swiss Delegation

Geoffrey Fitchew, Esq.
Director General
Head of the Delegation of the Commission
of the European Communities
Brussels

EXCHANGE OF LETTERS No 2

Scope of authorization

Delegation of the
Commission of the European
Communities

Brussels, 26 July 1989

Sir,

With reference to the Agreement between the Community and Switzerland, initialled today, I have the honour to remind you of our understanding that Article 8 (1) does not affect the provisions in force in each Contracting Party concerning the possibility for an insurance undertaking to cover risks situated outside the territory for which the supervisory authority which granted it authorization is responsible.

I would ask you to kindly confirm the above, and to accept, Sir, the assurance of my high consideration.

Geoffrey FITCHEW

*Head of the Delegation of the Commission of
the European Communities*

Franz Blankart, Esq.
State Secretary
Head of the Swiss Delegation
Berne

Swiss Delegation

Berne, 26 July 1989

Sir,

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

'With reference to the Agreement between the Community and Switzerland, initialled today, I have the honour to remind you of our understanding that Article 8 (1) does not affect the provisions in force in each Contracting Party concerning the possibility for an insurance undertaking to cover risks situated outside the territory for which the supervisory authority which granted it authorization is responsible.'

I have taken note of this communication, and in turn ask you to accept, Sir, the assurance of my high consideration.

Franz BLANKART

Head of the Swiss Delegation

Geoffrey Fitchew, Esq.
Director General
Head of the Delegation of the Commission
of the European Communities
Brussels

EXCHANGE OF LETTERS No 3

Authorized agent

Swiss Delegation

Berne, 25 June 1989

Sir,

With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to state that it does not preclude the authorized agent referred to in Articles 10 (1) (d) and 11 (4) thereof and in subparagraph (d) of Article 1 of Protocol No 4 being required to assume effective management of the agency or branch in respect of all the business activities the latter intends carrying on in the territory for which the supervisory authority from which authorization is sought is responsible.

I would ask you to kindly confirm the above, and to accept, Sir, the assurance of my high consideration.

Franz BLANKART

Head of the Swiss Delegation

Gérard Imbert, Esq. Director
Head of the Delegation of the Commission
of the European Communities

Brussels

Delegation of the
Commission of the European
Communities

Brussels, 25 June 1989

Sir,

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

'With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to state that it does not preclude the authorized agent referred to in Articles 10 (1) (d) and 11 (4) thereof and in subparagraph (d) of Article 1 of Protocol No 4 being required to assume effective management of the agency or branch in respect of all the business activities the latter intends carrying on in the territory for which the supervisory authority from which authorization is sought is responsible.'

I hereby confirm the above, and in turn ask you to accept, Sir, the assurance of my high consideration.

Gérard IMBERT

*Head of the Delegation of the Commission of
the European Communities*

Franz Blankart, Esq. Ambassador
Head of the Swiss Delegation

Berne

EXCHANGE OF LETTERS No 4

Assignment to the Swiss Securities Fund of immovable
property directly owned by insurance undertakings

Swiss Delegation

Berne, 25 June 1989

Sir,

With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to inform you that Switzerland reserves the right, with regard to the assignment to the securities fund of immovable property directly owned by insurance undertakings, to have the said immovable property registered in the securities fund register maintained by the undertaking and to have included in the land register a note relating thereto restricting the right to dispose freely of such property which, under Swiss law, does not constitute registration of a mortgage.

I would ask you to confirm that you are also of the opinion that such a procedure is not contrary to Articles 11 (2) and 20 (3) of the said Agreement.

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

Franz BLANKART

Head of the Swiss Delegation

Gérard Imbert, Esq. Director
Head of the Delegation of the Commission
of the European Communities

Brussels

Delegation of the
Commission of the European
Communities

Brussels, 25 June 1989

Sir,

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

'With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to inform you that Switzerland reserves the right, with regard to the assignment to the securities fund of immovable property directly owned by insurance undertakings, to have the said immovable property registered in the securities fund register maintained by the undertaking and to have included in the land register a note relating thereto restricting the right to dispose freely of such property which, under Swiss law, does not constitute registration of a mortgage.'

I hereby confirm that I am also of the opinion that such a procedure is not contrary to Articles 11 (2) and 20 (3) of the said Agreement.

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

Gérard IMBERT

*Head of the Delegation of the Commission
of the European Communities*

Franz Blankart, Esq. Ambassador
Head of the Swiss Delegation

Berne

EXCHANGE OF LETTERS No 5

Principles governing investment

Swiss Delegation

Berne, 25 June 1989

Sir,

With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to state with regard to the assets referred to in Article 15 that the said Agreement does not preclude the supervisory authority from taking action in specific cases where the choice of assets is likely to place the financial security of an undertaking in serious jeopardy or diminish its degree of liquidity.

I would ask you to kindly confirm the above, and to accept, Sir, the assurance of my high consideration.

Franz BLANKART

Head of the Swiss Delegation

Gérard Imbert, Esq. Director
Head of the Delegation of the Commission
of the European Communities

Brussels

Delegation of the
Commission of the European
Communities

Brussels, 25 June 1989

Sir,

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

'With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to state with regard to the assets referred to in Article 15 that the said Agreement does not preclude the supervisory authority from taking action in specific cases where the choice of assets is likely to place the financial security of an undertaking in serious jeopardy or diminish its degree of liquidity.'

I hereby confirm the above, and in turn ask you to accept, Sir, the assurance of my high consideration.

Gérard IMBERT

*Head of the Delegation of the Commission
of the European Communities*

Franz Blankart, Esq. Ambassador
Head of the Swiss Delegation

Berne

EXCHANGE OF LETTERS No 6

Swiss list of classes of insurance

Swiss Delegation

Berne, 25 June 1989

Sir,

With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to inform you that Switzerland will continue to apply to head offices, agencies and branches established in its territory its 'List of classes of insurance' for the purposes of submission of accounts and statistics. This will also be the case with regard to the report of the Federal Office for Private Insurance on 'Private insurance undertakings in Switzerland'. However, the 'Classification of risks according to classes of insurance', set out in part A of Annex I to the said Agreement, will apply for the purposes of the specification of classes in applications for authorization and assessment of the need to approve the general and special conditions of insurance policies and tariffs.

This does not preclude examination by Switzerland, at a later date, of the possibility of applying the abovementioned 'Classification' in its entirety. A decision to that effect would be notified to the Community through diplomatic channels.

It is agreed that the scope of the 'List of classes of insurance' is the same as that of the 'Classification of risks according to classes of insurance'. Comparability as between the two types of classification is as follows:

Swiss list of classes of insurance	Classes of insurance according to the classification in Annex I
1. Accident	A. 1
2. Liability	A. 10, 11, 12, 13
3. Fire and natural forces	A. 8
4. Transport	A. 4, 6, 7
5. Vehicles	A. 3, 5
6. Hail	A. 9
7. Animals	A. 9
8. Theft	A. 9
9. Plate glass	A. 9
10. Damage by water	A. 9
11. Machinery	A. 9
12. Jewellery	A. 9
13. Suretyship	A. 15
14. Credit	A. 14
15. Legal defence	A. 17
16. Health	A. 2
17. Rain	A. 16, 18
18. Special policies	A. 16, 18

I would ask you to take note of this communication, and to accept, Sir, the assurance of my high consideration.

Franz BLANKART

Head of the Swiss Delegation

Gérard Imbert, Esq. Director
Head of the Delegation of the Commission
of the European Communities

Brussels

Delegation of the
Commission of the European
Communities

Brussels, 25 June 1989

Sir,

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

'With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to inform you that Switzerland will continue to apply to head offices, agencies and branches established in its territory its 'List of classes of insurance' for the purposes of submission of accounts and statistics. This will also be the case with regard to the report of the Federal Office for Private Insurance on 'Private insurance undertakings in Switzerland'. However, the 'Classification of risks according to classes of insurance', set out in part A of Annex I to the said Agreement, will apply for the purposes of the specification of classes in applications for authorization and assessment of the need to approve the general and special conditions of insurance policies and tariffs.

This does not preclude examination by Switzerland, at a later date, of the possibility of applying the abovementioned 'Classification' in its entirety. A decision to that effect would be notified to the Community through diplomatic channels.

It is agreed that the scope of the 'List of classes of insurance' is the same as that of the 'Classification of risks according to classes of insurance'. Comparability as between the two types of classification is as follows:

Swiss list of classes of insurance	Classes of insurance according to the classification in Annex I
1. Accident	A. 1
2. Liability	A. 10, 11, 12, 13
3. Fire and natural forces	A. 8
4. Transport	A. 4, 6, 7
5. Vehicles	A. 3, 5
6. Hail	A. 9
7. Animals	A. 9
8. Theft	A. 9
9. Plate glass	A. 9
10. Damage by water	A. 9
11. Machinery	A. 9
12. Jewellery	A. 9
13. Suretyship	A. 15
14. Credit	A. 14
15. Legal defence	A. 17
16. Health	A. 2
17. Rain	A. 16, 18
18. Special policies	A. 16, 18'

I have taken note of this communication, and in turn ask you to accept, Sir, the assurance of my high consideration.

Gérard IMBERT

*Head of the Delegation of the Commission
of the European Communities*

Franz Blankart, Esq. Ambassador
Head of the Swiss Delegation

Berne

EXCHANGE OF LETTERS No 7

The capital of insurance undertakings

Swiss Delegation

Berne, 25 June 1989

Sir,

With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to remind you of our understanding that the provisions concerning the minimum solvency margin calculated in accordance with Article 2 (2) of Protocol 1, and the minimum guarantee fund, referred to in Article 3 (2) of that Protocol, have no bearing on the laws or practices of the Contracting Parties regarding the requirements relating to the capital of undertakings.

I would ask you to kindly confirm the above, and to accept, Sir, the assurance of my high consideration.

Franz BLANKART

Head of the Swiss Delegation

Gérard Imbert, Esq. Director
Head of the Delegation of the Commission
of the European Communities

Brussels

Delegation of the
Commission of the European
Communities

Brussels, 25 June 1989

Sir,

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

'With reference to the Agreement between Switzerland and the Community, initialled today, I have the honour to remind you of our understanding that the provisions concerning the minimum solvency margin calculated in accordance with Article 2 (2) of Protocol No 1, and the minimum guarantee fund, referred to in Article 3 (2) of that Protocol, have no bearing on the laws or practices of the Contracting Parties regarding the requirements relating to the capital of undertakings.'

I hereby confirm the above, and in turn ask you to accept, Sir, the assurance of my high consideration.

Gérard IMBERT

*Head of the Delegation of the Commission
of the European Communities*

Franz Blankart, Esq. Ambassador
Head of the Swiss Delegation

Berne

EXCHANGE OF LETTERS No 8

Transitional arrangements for assistance

Delegation of the
Commission of the European
Communities

Brussels, 26 July 1989

Sir,

With reference to the Agreement between the Community and Switzerland, initialled today, I have the honour to remind you of our understanding that the Member States of the Community may allow undertakings which, on 12 December 1984, provided only assistance in their territory a period of five years from that date in order to comply with the requirements set out in Article 16 of this Agreement.

The Member States of the Community may allow any undertakings referred to above which, upon expiry of the five-year period, have not fully established the solvency margin a further period not exceeding two years in which to do so provided that such undertakings have, in accordance with Article 18 of this Agreement, submitted for the approval of the supervisory authority the measures which they propose to take for that purpose.

Any undertaking referred to above which wishes to extend its business to other classes or, in the case referred to in Article 8 (1) of this Agreement, to another part of the territory, may do so only on condition that it complies forthwith with this Agreement.

Moreover, until 12 December 1992, the condition specified in point 5 of part B of Annex II to this Agreement, namely that the accident or breakdown must have happened in the territory of the Contracting Party in which the undertaking providing cover is established, shall not apply to the operations referred to in the third indent of the abovementioned point where these operations are carried out by the ELPA (Automobile and Touring Club of Greece).

I would ask you to kindly confirm the above, and to accept, Sir, the assurance of my high consideration.

Geoffrey FITCHEW

*Head of the Delegation of the Commission
of the European Communities*

Franz Blankart, Esq.
State Secretary
Head of the Swiss Delegation
Berne

Swiss Delegation

Berne, 26 July 1989

Sir,

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

'With reference to the Agreement between the Community and Switzerland, initialled today, I have the honour to remind you of our understanding that the Member States of the Community may allow undertakings which, on 12 December 1984, provided only assistance in their territory a period of five years from that date in order to comply with the requirements set out in Article 16 of this Agreement.'

The Member States of the Community may allow any undertakings referred to above which, upon expiry of the five-year period, have not fully established the solvency margin a further period not exceeding two years in which to do so provided that such undertakings have, in accordance with Article 18 of this Agreement, submitted for the approval of the supervisory authority the measures which they propose to take for that purpose.

Any undertaking referred to above which wishes to extend its business to other classes or, in the case referred to in Article 8 (1) of this Agreement, to another part of the territory, may do so only on condition that it complies forthwith with this Agreement.

Moreover, until 12 December 1992, the condition specified in point 5 of part B of Annex II to this Agreement, namely that the accident or breakdown must have happened in the territory of the Contracting Party in which the undertaking providing cover is established, shall not apply to the operations referred to in the third indent of the abovementioned point where these operations are carried out by the ELPA (Automobile and Touring Club of Greece).'

I hereby confirm the above, and in turn ask you to accept, Sir, the assurance of my high consideration.

Franz BLANKART

Head of the Swiss Delegation

Geoffrey Fitchew, Esq.
Director General
Head of the Delegation of the Commission
of the European Communities
Brussels

EXCHANGE OF LETTERS No 9

Transitional arrangements for the large risks referred to in Article 2 (1) of Protocol 2

Delegation of the
Commission of the European
Communities

Brussels, 26 July 1989

Sir,

With reference to the Agreement between the Community and Switzerland, initialled today, I have the honour to remind you of our understanding that Greece, Ireland, Spain and Portugal benefit from the following transitional arrangements in respect of the large risks referred to in Article 2 (1) of Protocol 2 to this Agreement:

- (a) until 31 December 1992, they may apply, to all risks, the regime other than that for risks referred to in Article 2 (1) of Protocol 2 to this Agreement;
- (b) from 1 January 1993 to 31 December 1994, the regime for large risks shall apply to risks referred to in Article 2 (1) (a) and (b) of Protocol 2 to this Agreement; for risks referred to under (c) of the same paragraph, these Member States shall fix the thresholds to apply therefor;
- (c) Spain:
 - from 1 January 1995 to 31 December 1996, the thresholds of the first stage fixed in Article 2 (1) (c) of Protocol 2 to this Agreement shall apply,
 - from 1 January 1997, the thresholds of the second stage shall apply;
- (d) Portugal, Ireland and Greece:
 - from 1 January 1995 to 31 December 1998 the thresholds of the first stage fixed in Article 2 (1) (c) of Protocol 2 to this Agreement shall apply,
 - from 1 January 1999 the thresholds of the second stage shall apply.

The derogation allowed from 1 January 1995 shall only apply to contracts covering risks classified under classes 8, 9, 13 and 16 in part A of Annex I situated exclusively in one of the four Member States of the Community benefiting from the transitional arrangements.

I would ask you to kindly confirm the above, and to accept, Sir, the assurance of my high consideration.

Geoffrey FITCHEW

*Head of the Delegation of the Commission
of the European Communities*

Franz Blankart, Esq.
State Secretary
Head of the Swiss Delegation
Berne

Swiss Delegation

Berne, 26 July 1989

Sir,

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

'With reference to the Agreement between the Community and Switzerland, initialled today, I have the honour to remind you of our understanding that Greece, Ireland, Spain and Portugal benefit from the following transitional arrangements in respect of the large risks referred to in Article 2 (1) of Protocol 2 to this Agreement:

- (a) until 31 December 1992, they may apply, to all risks, the regime other than that for risks referred to in Article 2 (1) of Protocol 2 to this Agreement;
- (b) from 1 January 1993 to 31 December 1994, the regime for large risks shall apply to risks referred to in Article 2 (1) (a) and (b) of Protocol 2 to this Agreement; for risks referred to under (c) of the same paragraph, these Member States shall fix the thresholds to apply therefore;
- (c) Spain:
 - from 1 January 1995 to 31 December 1996, the thresholds of the first stage fixed in Article 2 (1) (c) of Protocol 2 to this Agreement shall apply,
 - from 1 January 1997, the thresholds of the second stage shall apply;
- (d) Portugal, Ireland and Greece:
 - from 1 January 1995 to 31 December 1998 the thresholds of the first stage fixed in Article 2 (1) (c) of Protocol 2 to this Agreement shall apply.
 - from 1 January 1999 the thresholds of the second stage shall apply.

The derogation allowed from 1 January 1995 shall only apply to contracts covering risks classified under classes 8, 9, 13 and 16 in part A of Annex I situated exclusively in one of the four Member States of the Community benefiting from the transitional arrangements.'

I hereby confirm the above, and in turn ask you to accept, Sir, the assurance of my high consideration.

Franz BLANKART

Head of the Swiss Delegation

Geoffrey Fitchew, Esq.
Director General
Head of the Delegation of the Commission
of the European Communities

Brussels

Joint declaration by the Contracting Parties concerning the period between the date of signature and the date of entry into force of the Agreement

During the period between the date of signature and the date of entry into force of this Agreement, referred to in Article 44 (3) thereof, each Contracting Party hereby declares that it will not introduce any new provisions on supervision which are liable to be repealed under this Agreement concerning agencies and branches belonging to undertakings whose head office is situated in the territory of the other Contracting Party and which wish to become established in its territory, or are established there, for the purpose of taking up or pursuing the self-employed activity of direct insurance other than life assurance.

The Contracting Parties further undertake to initiate without delay the procedures necessary to amend their national laws in accordance with this Agreement.

FINAL ACT

The representatives of

THE SWISS CONFEDERATION

and THE EUROPEAN ECONOMIC COMMUNITY

assembled in . . . on . . .

on the occasion of the signature of the Agreement between the Swiss Confederation and the European Economic Community on direct insurance other than life assurance,

have, at the time of signature of this Agreement,

— taken note of the exchanges of letters annexed to the abovementioned Agreement:

Exchange of Letters No 1: Principle of non-discrimination

Exchange of Letters No 2: Scope of authorization

Exchange of Letters No 3: Authorized agent

Exchange of Letters No 4: Assignment to the Swiss Securities Fund of immovable property directly owned by insurance undertakings

Exchange of Letters No 5: Principles governing investment

Exchange of Letters No 6: Swiss list of classes of insurance

Exchange of Letters No 7: The capital of insurance undertakings

Exchange of Letters No 8: Transitional arrangements for assistance

Exchange of Letters No 9: Transitional arrangements for the large risks referred to in Article 2 (1) of Protocol 2

— adopted the following declaration which is annexed to the above Agreement:

Joint declaration by the Contracting Parties concerning the period between the date of signature and the date of entry into force of the Agreement.

Hecho en, el

Udfærdiget i, den

Geschehen zu, am

Έγινε, την

Done at, on this day of in the year

Fait à, le

Fatto a, il

Gedaan te, de

Feito em, em

En nombre del Consejo de las Comunidades Europeas

På Rådet for De Europæiske Fællesskabers vegne

Im Namen des Rates der Europäischen Gemeinschaften

Για το Συμβούλιο των Ευρωπαϊκών Κοινοτήτων

In the name of the Council of the European Communities

Au nom du Conseil des Communautés européennes

A nome del Consiglio delle Comunità Europee

Namens de Raad van de Europese Gemeenschappen

Em nome do Conselho das Comunidades Europeias

Für die Schweizerische Eidgenossenschaft

Pour la Confédération suisse

Per la Confederazione svizzera

Proposal for a Council Directive on the implementation of the Agreement between the Swiss Confederation and the European Economic Community concerning direct insurance other than life assurance

COM(89) 436 final — SYN 221

(Submitted by the Commission on 7 September 1989)

(90/C 53/02)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 57 (2) thereof,

Having regard to the proposal from the Commission,

In cooperation with the European Parliament,

Having regard to the opinion of the Economic and Social Committee,

Whereas an Agreement between the Swiss Confederation and the European Economic Community concerning direct insurance other than life assurance was signed at ... on ...;

Whereas one of the effects of that Agreement is to impose, in relation to insurance undertakings which have their head offices in the Swiss Confederation, legal rules different from those applicable, under Title III of Council Directive 73/239/EEC of 24 July 1973 on the coordination of laws, regulations and administrative provisions relating to the taking-up and pursuit of direct insurance other than life assurance ⁽¹⁾, to agencies and branches established within the Community of undertakings whose head offices are outside the Community;

Whereas the coordinated rules relating to the pursuit of these activities within the Community by the Swiss undertakings subject to the provisions of the Agreement of

... must take effect on the same date in all the Member States of the Community; whereas that Agreement will not come into force until the first day of the calendar year following the date on which the instruments of approval are exchanged,

HAS ADOPTED THIS DIRECTIVE:

Article 1

The Member States shall amend their national provisions to comply with the Agreement signed on ... between the Swiss Confederation and the European Economic Community within a period of 24 months following the notification of this Directive, and shall immediately inform the Commission thereof.

Article 2

The Member States shall specify in their national provisions that the amendments thereto made pursuant to the Agreement shall not come into force until the date on which the Agreement enters into force.

Article 3

This Directive is addressed to the Member States.

⁽¹⁾ OJ No L 228, 16. 8. 1973, p. 3.

Proposal for a Council Regulation (EEC) laying down particular provisions for the application of Articles 36 and 37a of the Agreement between the European Economic Community and the Swiss Confederation on direct insurance other than life assurance

COM(89) 436 final — SYN 222

(Submitted by the Commission on 7 September 1989)

(90/C 53/03)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Articles 57 and 235 thereof,

Having regard to the proposal from the Commission,

In cooperation with the European Parliament,

Having regard to the opinion of the Economic and Social Committee,

Whereas an Agreement between the European Economic Community and the Swiss Confederation on direct insurance other than life assurance was signed on ...;

Whereas under the Agreement a Joint Committee is to be set up to administer the Agreement, ensure that it is properly implemented and take decisions in the circumstances provided for in the Agreement; whereas the Community's representatives on the Joint Committee have to be designated and particular provisions have to be adopted concerning the determination of the Community's positions in the Committee,

HAS ADOPTED THIS REGULATION:

Article 1

The Community shall be represented on the Joint Committee provided for in Article 36 of the Agreement by the Commission, assisted by representatives of the Member States.

Article 2

The Community's position in the Joint Committee shall be adopted by the Council, acting by a qualified majority on a proposal from the Commission.

With regard to the adoption of decisions to be taken by the Joint Committee pursuant to Articles 36 and 37a of the Agreement, the Commission shall present proposals to the Council, which shall act by a qualified majority.

Article 3

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

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

Recommendation for a Council Decision (EEC) on the conclusion of a Protocol on financial and technical cooperation between the European Economic Community and the Republic of Cyprus

COM(89) 431 final

(Submitted by the Commission on 12 October 1989)

(90/C 53/04)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 238 thereof,

Having regard to the recommendation from the Commission,

Having regard to the assent of the European Parliament,

Whereas the Protocol of financial and technical cooperation between the European Economic Community and the Republic of Cyprus should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Protocol on financial and technical cooperation between the European Economic Community and the Republic of Cyprus is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Decision.

Article 2

The President of the Council shall give the notification provided for in Article 21 of the Protocol ⁽¹⁾.

Article 3

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

⁽¹⁾ The date of the entry into force of the Protocol will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

PROTOCOL

**on financial and technical cooperation between the European Economic Community
and the Republic of Cyprus**

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

of the one part, and

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS,

of the other part,

ANXIOUS to promote the development of the Cypriot economy and the objectives of the Agreement establishing an Association between the European Economic Community and the Republic of Cyprus;

MINDFUL of the declaration of the European Economic Community concerning a third Financial Protocol contained in the Final Act annexed to the Protocol laying down the conditions and procedures for the implementation of the second stage of the Agreement establishing an Association between the European Economic Community and the Republic of Cyprus and adapting certain provisions of the Agreement and taking into account the newly established relationship between the Community and Cyprus as it results from the said Protocol;

HAVE DECIDED to conclude this Protocol and to this end have designated as their Plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS

WHO, having exchanged their full powers, found in a good and due form,

HAVE AGREED AS FOLLOWS:

Article 1

Within the framework of the financial and technical cooperation provided for in the Agreement establishing an Association between the European Economic Community and the Republic of Cyprus, the Community shall participate on the terms set out in this Protocol in the financing of projects intended to contribute to the economic and social development of Cyprus with special emphasis on the productive sectors of Cyprus' economy, thus facilitating their adjustment to the new competitive conditions.

Article 2

1. For the purposes specified in Article 1, and for a period expiring on 31 December 1993, an aggregate amount of ECU 62 million may be committed as follows:

- (a) ECU 44 million in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;
- (b) ECU 13 million from the Community's budgetary resources, in the form of grants;
- (c) ECU 5 million from the Community's budgetary resources, in the form of contributions to risk capital formation.

2. The loans referred to in point (a) of paragraph 1 shall carry a 1,5 % interest rate subsidy financed by means of the funds referred to in point (b) of paragraph 1.

3. The risk capital referred to in point (c) of paragraph 1 shall contribute to the cooperation objectives and operations defined in Article 3, in particular those indicated in the first indent of paragraph 2 of that Article.

It shall be used primarily to make equity capital or the like available to Cypriot private undertakings, public undertakings and undertakings with State participation, preferably those with which natural or legal persons who are nationals of a Community Member State are associated. It may be used under the same conditions to finance specific studies for the preparation and development of such undertakings'

projects and to assist such undertakings in their starting-up period.

It shall be granted and administered by the Bank and may take the form of:

- (a) subordinated loans, where repayment and payment of any interest will not be made until other bank claims have been settled;
- (b) conditional loans, where repayment or duration will depend on the fulfilment of conditions specified at the time when the loan is granted;
- (c) acquisition of temporary minority holdings on behalf of the Community in the capital of undertakings established in Cyprus;
- (d) finance for the acquisition of holdings, in the form of conditional loans granted to Cyprus or, with the Cypriot Government's agreement, to Cypriot undertakings, either directly or through the intermediary of Cypriot financial institutions.

Article 3

1. The total amount fixed in Article 2 shall be used primarily for the financing or part-financing of cooperation projects or operations aimed at strengthening the economic links between the Community and Cyprus in their mutual interest by developing cooperation in the fields of industry, agriculture, training and research, technology, commerce and other services in order to restructure and modernize the Cypriot economy and to increase its competitiveness. Economic infrastructure and capital projects which are complementary to the above operations may also be financed.

2. Priority shall be given to those of the eligible projects and operations having the following aims:

- in the industrial, agricultural and service sectors, promotion of joint ventures between firms from the Community Member States and Cypriot firms, direct contacts, exchange of information, promotion of

investment and private-sector capital flows, and support for small and medium-sized enterprises, including craft businesses, in order to promote employment,

- in the field of science and technology, expansion of Cypriot training and research capability and the establishment or development of links between Cypriot and European private and public sector training and research institutions,
- in the trade sector, diversification and promotion of exports and organization of contacts between Cypriot firms and firms from the Community Member States,
- in the priority areas referred to above, practical training schemes linked to projects or operations in firms and research institutions.

3. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or schemes (including costs in respect of studies, consultants and technical assistance).

They may not be used to cover current administrative, maintenance or operational expenditure.

Article 4

1. Capital projects shall be eligible for financing either by loans from the Bank, combined with interest rate subsidies on the terms set out in Article 2 (2), or by risk capital, or by grants, or by a combination of these means.
2. Technical and economic cooperation shall normally be financed by grants.

Article 5

1. The amounts to be committed each year shall be as far as possible distributed throughout the period of application of this Protocol.
2. Any funds not committed at the end of the period referred to in Article 2 (1) shall be used until exhausted in accordance with the arrangements laid down in this Protocol.

Article 6

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The

interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract, subject to the interest rate subsidy referred to in Article 2 (2).

2. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.
3. Aid from the Community's budget resources, other than that intended for interest rate subsidies for loans from the Bank of that intended for risk capital operations shall be granted and administered by the Commission.
4. The funds referred to in Article 2 may be granted through the intermediary of the State or appropriate Cypriot bodies, on condition that they allocate the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects and operations for which they are intended.

Article 7

Aid contributed by the Community for the execution of certain projects may, with the agreement of Cyprus take the form of cofinancing in which, in particular, credit and development bodies and institutions of Cyprus, of Member States or of third States or international finance organizations would take part.

Article 8

The following shall be eligible for financial and technical cooperation:

- (a) in general:
 - the State of Cyprus;
- (b) with the agreement of the Cypriot Government, for projects or operations approved by it:
 - official Cypriot development agencies,
 - private agencies working in Cyprus for economic and social development,
 - undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons within the meaning of Article 12,
 - groups of producers who are nationals of Cyprus and, exceptionally, where no such groups exist, the producers themselves,
 - scholarship holders and trainees sent by Cyprus and the training schemes referred to in Article 3.

Article 9

1. With a view to making optimum use of the instruments and means provided for in this Protocol and achieving the objectives laid down in Article 3, the Community and

Cyprus shall, by mutual agreement on the basis of information provided by Cyprus draw up an indicative programme committing both parties and determining the specific objectives of financial and technical cooperation, the priority sectors for intervention and the action programmes envisaged by reference to the priorities set out in Cyprus's development plan.

2. The indicative programme may be reviewed by mutual agreement to take account of any changes in Cyprus's economic situation or in the objectives and priorities laid down by its development plan.

3. The Community and Cyprus shall continue their exchanges of views within the appropriate bodies and shall, at least once during the period of implementation of this Protocol and at the latest before the end of the third year following its entry into force, make an assessment of the implementation of the indicative programme.

Article 10

1. Within the framework laid down in accordance with Article 9, the State of Cyprus or, with the agreement of its Government, the other possible beneficiaries referred to in Article 8, shall submit their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Cypriot authorities and other beneficiaries, in accordance with the objectives referred to in Article 9, and shall inform them of the decisions taken on such requests.

Article 11

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Cyprus or of the other beneficiaries referred to in Article 8.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. The projects and action programmes shall be the subject of appropriate evaluation, the outcome of which shall be communicated to both parties, which shall take appropriate measures by mutual agreement.

3. Certain rules for administering the financial aid granted by the Community shall be the subject of an exchange of letters or a framework agreement between the Commission and Cyprus upon conclusion of this Protocol.

Article 12

1. All natural and legal persons falling within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of Cyprus may participate on equal terms in tendering procedures and

other procedures for the award of contracts likely to be financed. Any such legal person formed in accordance with the law of a Member State of the European Economic Community or of Cyprus must have its registered office, its administrative head office or its principal establishment in the territories in which the EEC Treaty is applied or in Cyprus; however, where only its registered office is in the said territories or in Cyprus the activities of such legal person must be effectively and continuously linked with the economy of those territories or of Cyprus.

2. In agreement with Cyprus, natural and legal persons who are nationals of developing countries associated with the Community by comprehensive cooperation or association agreements may exceptionally, on a case-by-case basis, be authorized by the Community to participate in the operations referred to in paragraph 1 which are financed by the Community. The eligibility of such natural or legal persons shall be assessed, *mutatis mutandis*, on the terms set out in paragraph 1.

Article 13

To promote participation by Cypriot undertakings in the performance of contracts and to ensure the rapid and effective implementation of projects and operations financed from resources administered by the Commission:

(a) an accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders, may be used by Cyprus in agreement with the Commission for works contracts which, because of their scale, are mainly of interest to Cypriot undertakings.

The organization of this accelerated procedure shall not rule out the possibility of issuing an international invitation to tender where it appears that the nature of the works to be carried out or the usefulness of widening participation justifies recourse to international competition;

(b) in urgent cases or where the nature, small scale or particular characteristics of certain works or supplies so warrant, Cyprus may exceptionally, in agreement with the Commission, authorize the placing of contracts following restricted invitations to tender, the conclusion of contracts by direct agreement and the performance of contracts through public works departments.

The procedures referred to in points 1 and 2 may be used for operations with an estimated cost of less than ECU 3 million.

Article 14

1. Cyprus shall apply to contracts awarded for the execution of projects or schemes financed by the Community fiscal and customs arrangements no less favourable

than those applied *vis-à-vis* the most favoured State or the most favoured international organization.

2. The content of arrangements referred to in paragraph 1 shall be established by means of an exchange of letters between the Parties.

Article 15

Cyprus shall take the necessary measures to ensure that interest and all other payments due to the Bank in respect of transactions concluded under this Protocol are exempted from any national or local tax or levy.

Article 16

Where, as foreseen in Article 8 above, a loan is accorded with the agreement of the Cyprus Government to a beneficiary other than the State, the provision for a guarantee by the latter or other adequate guarantee shall be required by the Bank as a condition of the grant of the loan.

Article 17

Throughout the duration of the loans and risk capital operations provided for in Article 2, Cyprus shall undertake to:

- (a) place at the disposal of the beneficiaries or of their guarantors the currency necessary for the payment of interest and commission and amortization of loans and risk capital aid granted for the implementation of operations on its territory;
- (b) make available to the Bank the foreign currency necessary for the transfer of all sums received by it in national currency which represent the net revenue and proceeds from transactions involving the acquisition by the Community of holdings in the capital of companies or firms.

Article 18

The results of financial and technical cooperation may be examined within the Association Council which shall establish, where appropriate, the general guidelines for such cooperation.

Article 19

One year before the expiry of this Protocol, the Contracting Parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

Article 20

This Protocol shall be annexed to the Agreement establishing an Association between the European Economic Community and the Republic of Cyprus.

Article 21

1. This Protocol shall be subject to approval in concordance with the Contracting Parties' own procedures; the Contracting Parties shall notify each other that the procedures necessary to this end have been completed.
2. This Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

Article 22

This Protocol is drawn in two original copies in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each of these texts being equally authentic.

Proposal for a Council Regulation (EEC) on the conclusion of the Protocol establishing for the period from 16 June 1989 to 15 June 1991 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Republic of Guinea-Bissau on fishing of the coast of Guinea-Bissau

COM(89) 601 final

(Submitted by the Commission on 6 December 1989)

(90/C 53/05)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the Act of Accession of Spain and Portugal, and in particular Article 155 (2) (b) thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas, pursuant to the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau signed in Bissau on 27 February 1980 ⁽¹⁾ and last amended by the Agreement signed in Brussels on 29 June 1987 ⁽²⁾, the two Parties conducted negotiations to determine the amendments or additions to be made to the Agreement at the end of the period of application of the Protocol;

Whereas, as a result of these negotiations, a new Protocol establishing the fishing rights and financial compensation provided for in the abovementioned Agreement for the period from 16 June 1989 to 15 June 1991 was initialled on 9 June 1989;

Whereas, under Article 155 (2) (b) of the Act of Accession, it is for the Council to determine the procedures appropriate to take into consideration all or part of the interests of the Canary Islands when it adopts decisions, case by case, particularly with a view to the conclusion of fisheries agreements with third countries; whereas the case in point calls for the said procedures to be determined;

Whereas it is in the Community's interest to conclude the Protocol,

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol establishing for the period from 16 June 1989 to 15 June 1991 the fishing rights and financial compensa-

tion provided for in the Agreement between the European Economic Community and the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

With a view to taking into consideration the interests of the Canary Islands, the Agreement referred to in Article 1 and, in so far as is necessary for its application, the provisions of the common fisheries policy relating to the conservation and management of fishery resources shall also apply to vessels which sail under the flag of Spain, which are recorded on a permanent basis in the registers of the relevant authorities at local level (registros de base) in the Canary Islands, under the conditions specified in Note 6 to Annex I to Council Regulation (EEC) No 570/86 of 24 February 1986 concerning the definition of the concept of 'originating products' and methods of administrative cooperation in trade between the customs territory of the Community, Ceuta and Melilla and the Canary Islands ⁽³⁾.

Article 3

The President of the Council is hereby authorized to designate the persons empowered to sign the Protocol in order to bind the Community.

Article 4

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

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

⁽¹⁾ OJ No L 226, 29. 8. 1980, p. 33.

⁽²⁾ OJ No L 113, 30. 4. 1987, p. 1.

⁽³⁾ OJ No L 56, 1. 3. 1986, p. 1.

PROTOCOL

establishing for the period from 16 June 1989 to 15 June 1991 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau

THE PARTIES TO THIS PROTOCOL,

Having regard to the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau signed in Bissau on 27 February 1980 and last amended by the Agreement signed in Brussels on 29 June 1987,

HAVE AGREED AS FOLLOWS:

Article 1

For a period of two years from 16 June 1989, the fishing rights granted under Article 4 of the Agreement shall be as follows:

1. (a) freezer shrimp trawlers: 10 000 GRT a month, annual average;
(b) freezer fin fish and cephalopod trawlers: 5 000 GRT a month, annual average.
2. Freezer tuna seiners: 45 vessels.
3. Pole-and-line tuna vessels: 15 vessels.
4. Surface longliners: 35 vessels.

Article 2

1. The financial compensation referred to in Article 9 of the Agreement shall be, for the period referred to in Article 1, ECU 10 830 000, payable in two equal annual instalments.
2. The use to which this compensation is put shall be the sole responsibility of the Government of the Republic of Guinea-Bissau.
3. The compensation shall be paid into an account opened with a financial institution or any other body designated by Guinea-Bissau.

Article 3

At the request of the Community, the fishing rights referred to in Article 1 (1) may be increased by successive instalments of 1 000 GRT a month, calculated on an annual average basis. In this case, the financial compensation referred to in Article 2 shall be increased proportionately.

Article 4

The Community shall also contribute during the period referred to in Article 1 the sum of ECU 550 000 towards the

financing of a Guinea-Bissau scientific or technical programme to improve information on the fishery resources within the exclusive economic zone of Guinea-Bissau and the functioning of the marine biology laboratory.

This sum shall be made available to the Government of the Republic of Guinea-Bissau and paid into the account indicated by the Guinea-Bissau authorities.

Article 5

The two Parties agree that improving the skills of those involved in sea fishing is a vital element in the success of their cooperation. To that end, the Community shall make it easier for nationals of Guinea-Bissau to find places in establishments in its Member States and shall provide for that purpose, during the period referred to in Article 1, awards for study and practical training in the various scientific, technical and economic disciplines relating to fisheries. The awards may also be used in any country linked with the Community by a cooperation agreement. The total cost of the awards may not exceed ECU 550 000. At the request of the Guinea-Bissau authorities, part of this sum may be used to cover the costs of participation in international meetings or training courses concerning fisheries or the organization of seminars on fishing in Guinea-Bissau, or to strengthen the administrative infrastructure of the Office of the Secretary of State for Fisheries. The sum shall be payable as and when it is used.

Article 6

Should the Community fail to make the payments provided for in Articles 2 and 4, the application of this Protocol may be suspended.

Article 7

The Annex to the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau is hereby repealed and replaced by the Annex to this Protocol.

Article 8

This Protocol shall enter into force on the date on which it is signed.

It shall be applicable from 16 June 1989.

DRAFT AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Protocol establishing for the period from 16 June 1989 to 15 June 1991 the fishing rights and financial compensation provided for in the Agreement between the European Economic Community and the Government of the Republic of Guinea-Bissau on fishing off the coast of Guinea-Bissau

A. Letter from the Government of Guinea-Bissau

Sir,

With reference to the Protocol initialled on 9 June 1989 establishing fishing rights and financial compensation for the period from 16 June 1989 to 15 June 1991, I have the honour to inform you that the Government of Guinea-Bissau is ready to apply this Protocol on a provisional basis, with effect from 16 June 1989, pending its entry into force in accordance with Article 8 of the said Protocol, provided that the European Economic Community is disposed to do the same. The period of validity of licences valid at 15 June 1989 is extended to 1 August 1989.

This is on the understanding that a first instalment equal to half of the financial compensation specified in Article 2 of the Protocol is paid by 30 October 1989.

I should be obliged if you would confirm the European Economic Community's agreement to such provisional application.

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

*For the Government
of the Republic of Guinea-Bissau*

B. Letter from the Community

Sir,

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

'With reference to the Protocol initialled on 9 June 1989 establishing fishing rights and financial compensation for the period from 16 June 1989 to 15 June 1991, I have the honour to inform you that the Government of Guinea-Bissau is ready to apply this Protocol on a provisional basis, with effect from 16 June 1989, pending its entry into force in accordance with Article 8 of the said Protocol, provided that the European Economic Community is disposed to do the same. The period of validity of licences valid at 15 June 1989 is extended to 1 August 1989.

This is on the understanding that a first instalment equal to half of the financial compensation specified in Article 2 of the Protocol is paid by 30 October 1989.

I should be obliged if you would confirm the European Economic Community's agreement to such provisional application.'

I have the honour to confirm the European Economic Community's agreement to this provisional application of the Protocol.

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

*On behalf of the Council
of the European Communities*

ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY COMMUNITY VESSELS
IN GUINEA-BISSAU'S FISHING ZONE

A. Licence application and issuing formalities

The procedure for applications for, and issue of, the licences enabling Community vessels to fish in Guinea-Bissau's fishing zone shall be as follows:

The relevant Community authorities shall present to the Office of the Secretary of State for Fisheries of the Republic of Guinea-Bissau, via the Commission Delegation in Guinea-Bissau, an application for each vessel that is to be used for fishing under the Agreement, at least 30 days before the date of commencement of the period of validity requested.

The applications shall be made on the forms provided for that purpose by the Government of the Republic of Guinea-Bissau, specimens of which are attached hereto (Annex I).

Each licence application shall be accompanied by proof of payment of the fee for the period of the licence's validity. Payment shall be made into the account referred to in Article 2 of the Protocol.

Licences for tuna seiners, pole-and-line tuna vessels and surface longliners shall be issued by the Guinea-Bissau authorities within the 30-day time limit laid down above to the shipowners or their representatives via the Delegation of the Commission of the European Communities in Guinea-Bissau.

Freezer trawlers must be present in the port of Bissau when the licence is handed over. The Delegation of the Commission of the European Communities shall be notified of each licence issued.

Licences shall be issued for a specific vessel and shall be transferable. However, at the request of the European Economic Community, and where *force majeure* is proven, a vessel's licence shall be replaced by a new licence for another vessel whose features are similar to those of the first vessel. The owner of the first vessel shall return the cancelled licence to the Office of the Secretary of State for Fisheries of the Republic of Guinea-Bissau via the authorities of the Commission of the European Communities.

By way of derogation from Article 4 (3) of the Agreement, licences shall be valid for quarterly, half-yearly or annual periods.

The licence must be held on board at all times.

1. Provisions applicable to trawlers

(a) For the duration of this Protocol the fees for annual licences shall be as follows:

- ECU 100 per GRT per year for fin fish trawlers,
- ECU 116 per GRT per year for cephalopod trawlers,
- ECU 160 per GRT per year for shrimp trawlers;

(b) For the duration of this Protocol the fees for half-yearly licences shall be as follows:

- ECU 57,5 per GRT per half-year for fin fish trawlers,
- ECU 66,5 per GRT per half-year for cephalopod trawlers,
- ECU 92 per GRT per half-year for shrimp trawlers;

(c) The fees for quarterly licences shall be as follows:

- ECU 30 per GRT per quarter for fin fish trawlers,
- ECU 35 per GRT per quarter for cephalopod trawlers,
- ECU 48 per GRT per quarter for shrimp trawlers.

However, vessels which land only 25 kilograms of fish per GRT per quarter, in accordance with the provisions of part C of this Annex, shall be obliged to pay an additional fee of ECU 6 per GRT per quarter.

2. Provisions applicable to tuna vessels and surface longliners

(a) The fees shall be ECU 20 per tonne caught within Guinea-Bissau's fishing zone.

(b) Licences shall be issued following payment to the Office of the Secretary of State for Fisheries of a lump sum of ECU 1 500 a year for each tuna seiner and ECU 300 a year for each pole-and-line tuna vessel and surface longliner, equivalent to the fees for:

- 75 tonnes of tuna caught per year in the case of seiners,
- 15 tonnes caught per year in the case of pole-and-line tuna vessels and surface longliners.

The final statement of the fees due for the fishing period shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data (ORSTOM and IEO — Spanish Institute of Oceanography). The statement shall be forwarded simultaneously to the Office of the Secretary of State for Fisheries and to the shipowners. Any additional payment due shall be made by the shipowners to the Office of the Secretary of State for Fisheries of Guinea-Bissau by 31 May of the following year at the latest, in accordance with the procedure for payment set out in Article 2 of the Protocol.

However, if the amount of the final statement is lower than the abovementioned amount, the resulting balance shall not be reimbursable.

B. Statement of catch

For all Community vessels authorized to fish in Guinea-Bissau's waters under the Agreement a statement of their catch must be provided to the Office of the Secretary of State for Fisheries, with a copy to the Commission Delegation in Guinea-Bissau, in accordance with the procedures set out below:

- for trawlers a statement shall be made out according to the specimen annexed hereto (Annex II). The statements shall be drawn up each month and presented at least once each quarter,
- for tuna seiners, pole-and-line tuna vessels and surface longliners a fishing log shall be kept, in accordance with Annex III, for each fishing period spent in Guinea-Bissau's fishing zone. The form must be sent, within 45 days of the end of the fishing voyage spent in the Guinea-Bissau fishing zone, to the Office of the Secretary of State for Fisheries via the Delegation of the Commission of the European Communities in Guinea-Bissau,
- forms must be completed legibly and be signed by the master of the vessel.

Should this provision not be adhered to, the Government of Guinea-Bissau reserves the right to suspend the licence of the offending vessel until the formality has been complied with.

C. Landing of catch

Trawlers authorized to fish in the Guinea-Bissau fishing zone shall, in order to make a contribution towards supplying the local population with fish caught in the Guinea-Bissau fishing zone, be obliged to land the following quantities free of charge, on the basis of the list set out in Annex I: 50 kilograms of fish per GRT per quarter, of which 25 kilograms per GRT per quarter is optional.

Landings may be made individually or collectively, mention being made of the vessels concerned.

Any failure to comply with the obligation to land catches shall render the offender liable to the following sanctions applied by the Guinea-Bissau authorities:

- fine of ECU 1 500 per tonne not landed, and
- withdrawal and non-renewal of the licence of the vessel concerned or another vessel belonging to the same shipowner.

D. By-catch

1. *Fin fish trawlers* may not hold on board crustaceans representing more than 10 % of their total catch in the Guinea-Bissau fishing zone.

Cephalopod trawlers may not hold on board crustaceans representing more than 5 % or fish representing more than 10 % of their total catch in the Guinea-Bissau fishing zone.

2. *Pole-and-line tuna vessels* shall, moreover, be authorized to fish for live bait in order to carry out their fishing activities in the Guinea-Bissau fishing zone.

E. Signing-on of seamen

Owners who have been issued fishing licences under the Agreement shall contribute to the on-the-job vocational training of Guinea-Bissau nationals, subject to the conditions and limits set out below:

1. Each trawler owner shall undertake to employ:
 - two seamen/fishermen on vessels of up to 300 GRT,
 - three seamen/fishermen on vessels of between 300 GRT and 400 GRT,
 - four seamen/fishermen on vessels of more than 400 GRT.
2. Owners of tuna vessels and surface longliners shall undertake to employ Guinea-Bissau nationals, subject to the conditions and limits set out below:
 - for the fleet of tuna seiners, eight Guinea-Bissau seamen shall be signed on permanently in the Guinea-Bissau fishing zone,
 - for the fleet of pole-and-line tuna vessels, eight Guinea-Bissau seamen shall be signed on for the tuna fishing season in the Guinea-Bissau fishing zone, all of them to be assigned to different vessels,
 - for the fleet of surface longliners, eight Guinea-Bissau seamen shall be signed on for the fishing season in the Guinea-Bissau fishing zone, all of them to be assigned to different vessels.
3. The wages of these seamen/fishermen shall be fixed, before licences are issued, by mutual agreement between the shipowners or their representatives and the Office of the Secretary of State for Fisheries; the wages shall be borne by the shipowners and must include the social contributions to which the seaman is subject (including life assurance and accident and sickness insurance).

Should the seamen not be signed on, owners of tuna seiners, pole-and-line tuna vessels and surface longliners shall be obliged to pay a lump sum equivalent to the wages of seamen not signed on.

This sum will be used for the training of seamen/fishermen in Guinea-Bissau and is to be paid into an account specified by the Guinea-Bissau authorities.

F. Taking on board of observers

1. The observer's task shall be to check on fishing activities in the Guinea-Bissau fishing zone. He shall be offered every facility needed to carry out his duties, including access to premises and documents. He must not remain on board any longer than is necessary for the accomplishment of his duties. The master of the vessel shall facilitate the work of the observer, who shall be accorded the conditions enjoyed by officers of the vessel. The salary and the social contributions of the observer shall be borne by the Government of Guinea-Bissau.

Should the observer be taken on board in a foreign port, his travelling costs shall be borne by the shipowner. Should a vessel with an observer on board leave the Guinea-Bissau fishing zone, all measures must be taken to ensure the observer's return to Guinea-Bissau as soon as possible at the expense of the shipowner.

2. Each trawler shall take on board an observer designated by the Office of the Secretary of State for Fisheries.
3. Tuna vessels and surface longliners shall take an observer on board at the request of the Office of the Secretary of State for Fisheries.

In that case, the port of embarkation shall be determined by mutual agreement between the Office of the Secretary of State for Fisheries and the shipowners or their representatives at a meeting to be arranged between the two parties.

G. Inspection and monitoring

Any Community vessel fishing in Guinea-Bissau's fishing zone shall allow on board any official of Guinea-Bissau responsible for inspection and monitoring and shall assist him in the accomplishment of his duties. The official must not remain on board any longer than is necessary for the verification of catches by random checks and for any other inspection relating to fishing activities.

H. Fishing zones

The freezer trawlers referred to in Article 1 of the Protocol shall be authorized to fish in waters beyond 12 nautical miles from the base lines.

I. Meshes authorized

The minimum mesh size authorized for the trawl body (mesh fully extended) shall be:

- (a) 60 mm for fin fish vessels;
- (b) 40 mm for cephalopod vessels;
- (c) 40 mm for shrimp vessels (this mesh shall be applicable from 1 August 1989);
- (d) 16 mm for fishing for live bait.

Outrigger fishing shall be authorized.

J. Entering and leaving the zone

All Community vessels fishing under the Agreement in the Guinea-Bissau zone shall communicate to the radio station of the Office of the Secretary of State for Fisheries the date and time and their position when entering and leaving the Guinea-Bissau fishing zone.

The call sign, frequency and working hours of the station shall be communicated to the shipowners by the Office of the Secretary of State for Fisheries at the time the licence is issued.

In cases where this radio communication cannot be used, vessels may use alternative means, such as telex (No 266 SEP BI) or telegram.

K. Procedure in case of boarding

The authorities of the Commission of the European Communities in Guinea-Bissau shall be notified within 48 hours of any boarding within the Guinea-Bissau fishing zone of a fishing vessel flying the flag of a Member State of the Community and shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

Should the case be brought before a competent judicial body, the Guinea-Bissau authorities may fix a bank security at the request of the Community or the shipowner.

In that case, the Guinea-Bissau authorities shall undertake to release the vessel within 24 hours following the lodging of the bank security.

The bank security shall be released by the competent authority once the master of the vessel concerned has been acquitted by the judicial decision.

Should one of the parties consider it necessary, it may request urgent consultations under Article 10 of the Agreement.

Annex 1

APPLICATION FORM
FOR A
FISHING LICENCE

For official use only	Remarks
Nationality Licence No Date of signing Date of issue	

APPLICANT

Name of firm:

Trade register No:

First name and surname of applicant:

Date and place of birth:

Occupation:

Address:

.....

No of employees:

Name and address of co-signatory:

.....

VESSEL

Type of vessel:..... Registration No:

New name:..... Former name:.....

Date and place of construction:

Original nationality:

Length: Beam:..... Hold:.....

Gross tonnage: Net tonnage:

Type of building materials:

Make of main engine:..... Type:..... Rating:

Propeller: Fixed: Variable: Ducted:

Transit speed:

Call sign: Call frequency:

List of sounding, navigating and transmission instruments:

Radar Sonar Netsonde

VHF SSB Netsonde Satellite navigations Other:.....

No of seamen:

CONSERVATION

Packed in ice Ice and refrigeration
 Freezing in brine Dry Refrigerated sea water

Total refrigerating power:

Freezing capacity in tonnes per 24 hours:

Hold capacity:

TYPE OF FISHING

A. Demersal

Inshore demersal Deep-sea demersal

Type of trawl: Cephalopods Shrimp Fish

Length of trawl: Headline:

Mesh size in the body:

Mesh size in the wings:

Speed of trawling:

B. Deep-sea pelagic (tuna)

Pole and line No of poles and lines

Seine Length of net: Depth of net:

No of tanks: Capacity in tonnes:

C. Longlines and pots

Surface Bottom

Length of lines: No of hooks:

No of lines:

No of pots:

SHORE INSTALLATIONS

Address and permit No:.....

.....

Name of firm

Activities:.....

Domestic wholesale fish trade

Export

Type and No of wholesale trader's card:.....

Description of processing and conservation plant:

.....

.....

.....

.....

.....

No of employees:

NB: Indicate affirmative answers by a tick in the appropriate box.

Technical remarks

Authorization of the Office of the Secretary of State

Appendix to Annex 1



REPÚBLICA DA GUINÉ-BISSAU

SECRETARIA DE ESTADO DAS PESCAS

BISSAU

VISTO

.....
(Director da Pesca Industrial)

DECLARAÇÃO

..... Armador/Representante do N/M
(Nome e nº de Registo).....

com autorização de Pesca nº válida de a
..... compromete-se a descarregar no porto de Bissau a favor do

Ministério das Pescas toneladas de peixe diverso, de preferência, das seguintes espécies: (garoupas (*Epinephelus* spp.; *Serranus* spp.), sinapas (*Sparus* spp.), bicas (*Pagellus bellottii*, *Lethrinus atlanticus*, *Lutjanus* spp.), bicuda (*Sphyraena* spp.), barbo (*Galeoides decadactylus*), barbinho (*Pentanemus quinquequarum*), corvinas (*Pseudotolithus* spp.; *Argyrosomus* spp.), cor-cor (*Pomadasys* spp.), sareia (*Caranx* spp., *Chloroscombrus* sp., *Decapterus* spp.), bagres (*Arius* spp.)) como complemento da licença de pesca que foi concedida ao navio acima referenciado.

Mais se declara que nos 15 dias antes de expirada a licença notificará o Ministério das Pescas, através da Direcção da Pesca Industrial, a data do desembarque do pescado.

Bissau, de de 19.....

O ARMADOR / REPRESENTANTE

.....
(Assinatura e carimbo)

Annex 2

OFFICE OF THE SECRETARY OF STATE FOR FISHERIES

STATISTICS ON CATCH AND ACTIVITY

Month:

Year:

Name of vessel:	
Nationality (flag):	

Engine rating:	
Gross registered tonnage:	

Fishing method:	
Port of landing:	

Date	Fishing zone		Number of fishing operations	Number of fishing hours	Species of fish							Totals	
	Longitude	Latitude											
1/													
2/													
3/													
4/													
5/													
6/													
7/													
8/													
9/													
10/													
11/													
12/													
13/													
14/													
15/													
16/													
17/													
18/													
19/													
20/													
21/													
22/													
23/													
24/													
25/													
26/													
27/													
28/													
29/													
30/													
31/													

Proposal for Council Decisions concerning the conclusion of Agreements between the European Economic Community and the EFTA countries establishing cooperation in the field of training in the context of the implementation of Comett II (1990 to 1994).

COM(89) 613 final

(Submitted by the Commission on 12 December 1989)

(90/C 53/06)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 235 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas, by Decision 89/27/EEC ⁽¹⁾, the Council adopted the second phase of the programme on cooperation between universities and industry regarding training in the field of technology (Comett II) (1990 to 1994);

Whereas, by the Decision of 22 May 1989, the Council adopted the opening of the Comett II programme to the EFTA countries; whereas Article 1 of that Decision authorizes the Commission to negotiate — with those EFTA countries which so wish — agreements having as their objective cooperation in the field of training in technology in the context of the implementation of Comett II;

Whereas a cooperation Agreement between the European Economic Community and the Republic of Austria, the Republic of Finland, the Republic of Iceland, the Kingdom

of Norway, the Kingdom of Sweden and the Swiss Confederation, respectively, by its nature enriches the impact of Comett II actions so as to strengthen the skill level of human resources in Europe.

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Austria, the Republic of Finland, the Republic of Iceland, the Kingdom of Norway, the Kingdom of Sweden and the Swiss Confederation, respectively, establishing cooperation in the field of training in the context of the implementation of Comett II (1990 to 1994) is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

The President of the Council shall carry out the notification as provided for in Article 15 of the Agreement.

⁽¹⁾ OJ No L 13, 17. 1. 1989, p. 28.

AGREEMENT

between the European Economic Community and the Republic of Austria, the Republic of Finland, the Republic of Iceland, the Kingdom of Norway, the Kingdom of Sweden and the Swiss Confederation, respectively, establishing cooperation in the field of training in the context of the implementation of Comett II (1990 to 1994)

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as 'the Community',

and the Republic of Austria, the Republic of Finland, the Republic of Iceland, the Kingdom of Norway, the Kingdom of Sweden and the Swiss Confederation, hereinafter referred to as 'Austria', 'Finland', 'Iceland', 'Norway', 'Sweden' and 'Switzerland', respectively,

hereinafter both referred to as 'Contracting Parties',

Whereas, by its Decision of 16 December 1988, the Council of the European Communities, hereinafter referred to as 'the Council', adopted the second phase of the programme on cooperation between universities and industry in the Community regarding training in the field of technology, hereinafter referred to as 'Comett II';

Whereas the Contracting Parties have a common interest in cooperation in this field, as part of the wider cooperation between the Community and the EFTA countries in the field of education and training;

Whereas in particular cooperation between the Community and ... with a view to pursuing the objectives fixed for Comett II, by its nature enriches the impact of Comett actions so as to strengthen the skill levels of human resources in the Community and ...;

Whereas the Contracting Parties consequently expect to obtain mutual benefit from the participation of ... in Comett II,

HAVE AGREED AS FOLLOWS:

Article 1

A cooperation between the Community and ... shall be established in the field of training in technology in the context of the implementation of Comett II. The summary of the Comett II programme and its objectives are set out in Annex I.

Article 2

The Community shall take part in a range of measures to promote cooperation between universities and industry in ..., on the one hand, and Community universities and industry, on the other hand, regarding initial and continuing training in the field of, in particular, advanced technology, within the framework of Comett II.

Article 3

For the purposes of the Agreement, the term 'university' is used in its general sense to indicate all types of post-secondary education and training establishments which offer, within the framework of initial and/or continuing training, qualifications or diplomas of that level, whatever such establishments may be called in the Contracting Parties; the term 'industry' is used to indicate all types of economic activity, including not only large but also small and medium-sized businesses whatever their legal status and manner of applying new technologies. The term also covers independent economic organizations, in particular chambers of commerce and industry and/or their equivalents, professional associations and organizations representing employers or employees.

Article 4

As far as the different strands of Comett II are concerned, the participation of universities and industry from ... in Comett II activities and projects shall be subject to the following conditions and rules:

1. STRAND A

Development of university-industry training partnerships (UITP)

The content and the objectives of this strand shall be those indicated in Annex I, point 4, Section A (A — European network).

The Community and organization from ... may benefit from the different measures referred to above on the same basis as Community Member States and bodies and under the same conditions.

With regard to UITPs of a sectoral nature, however, the following conditions shall apply:

- (i) As project promoters, universities and industry from ... may only submit applications for financial support for the creation of a sectoral UITP in which organizations from at least two Community Member States are participating. Such projects may additionally include partner organizations from other EFTA countries having a cooperation Agreement concerning Comett II.
- (ii) As project participants, universities and industry from ... may be members of a sectoral UITP promoted by universities and/or industry of a Community Member State, provided that the project concerned already meets — without the participation of the EFTA

partner — the conditions of eligibility prescribed for such projects. Universities and industry from ... may also participate in projects promoted by universities and/or industry from other EFTA countries having a cooperation Agreement concerning Comett II, provided that those projects meet the requirement that organizations from at least two Community Member States are participating in the project.

2. STRAND B

Transnational exchanges

The content and the objectives of this strand shall be those indicated in Annex I, point 4, Section B (B — Transnational exchanges).

Under this Agreement, Comett may only support exchanges in either direction between ... and a Community Member State.

Universities and/or industry from ... may submit applications for financial support for sending and/or receiving students and/or personnel only to/from industry and/or universities in Community Member States.

Universities and/or industry from a Community Member State may submit applications for financial support for sending and/or receiving students and/or personnel only to/from industry and/or universities in

Exchanges between two different EFTA countries will not be supported under Comett II.

3. STRAND C

Joint projects for continuing training, in particular, in advanced technology and for multimedia distance training

The content and the objectives of this Strand shall be those indicated in Annex I, point 4, Section C (C — Joint projects for continuing training, in particular, in advanced technology and for multimedia distance training).

As project promoters, universities and industry from ... may only submit applications for financial support for joint projects in which organizations from at least two Community Member States are participating. Such projects may additionally include partner organizations from other EFTA countries having a cooperation Agreement concerning Comett II.

As project participants, universities and industry from ... may participate in a joint project promoted by a university or industry from a Community Member State, provided that the project concerned already meets — without the participation of the EFTA partner — the conditions of eligibility prescribed for such projects.

Universities and industry from ... may also participate in projects promoted by a university or industry from another EFTA country having a cooperation Agreement concerning Comett II, provided that those projects meet the requirement that organizations from at least two Community Member States are participating in the project.

4. STRAND D

Information arrangements, complementary promotion and back-up measures

The content and the objectives of this strand shall be those indicated in Annex I, point 4, Section D (D — Information arrangements, complementary promotion and back-up measures).

... shall participate in the information arrangements for Comett II, notably by cooperating in the establishment of one national information centre for Comett in that country.

The Community and organizations from ... may benefit from the different measures referred to above on the same basis as Community Member States and bodies and under the same conditions.

Article 5

The financial contribution of ..., covering its participation in the Comett II programme, shall be established in proportion to the amount entered each year in the general budget of the European Communities for appropriations covering commitments in respect of the Comett II programme.

The proportionality factor governing the contribution by ... shall be determined by the ratio between its gross domestic product, at market prices, and the sum of gross domestic product, at market prices, of the Member States of the Community and This ratio will be calculated year by year on the basis of the latest available OECD statistical data.

The financial provision relating to the funds estimated as necessary for the execution of the Comett II programme within the Community — net of any contribution by the EFTA countries — is set out in Annex II.

The rules governing the contribution by ... to the development of the Comett II programme are set out in Annex III.

Article 6

Subject to the special requirements referred to in Article 4 regarding participation by universities and industry from ..., the terms and conditions for the submission and evaluation of proposal/projects and the terms and conditions for the granting and conclusion of contracts under the Comett II programme shall be the same as those applicable to universities and industry in the Community. The contracts drawn up by the Commission shall show the rights and obligations of universities and industry from ...

and in particular the methods of disseminating, protecting and exploiting the results of the training projects.

Article 7

1. A joint committee is hereby established.
2. The committee shall deliver opinions on the following points:
 - (a) in so far as they are relevant to the participation of universities and industry from ...: the general guidelines governing the Comett II programme; the general guidelines for the financial assistance to be provided in the Comett II programme; questions concerning the general balance of the Comett II programme, including a breakdown of the various types of action;
 - (b) the various types of projects described in Annex I.
3. As far as the points referred to in paragraph 2 (a) and (b) are concerned, the Community representative shall bring the matter before the committee.
4. The representative of the Community shall take the appropriate steps to ensure coordination between the implementation of this Agreement and the decisions taken by the Community in respect of the implementation of Comett II.
5. The committee shall be responsible for all the other matters concerning the administration of the Agreement and shall ensure its proper implementation. For this purpose, it shall make recommendations.
6. For the purpose of the proper implementation of the Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the committee.
7. The committee shall adopt its own rules of procedure.
8. The committee shall consist of representatives of the Community, on the one hand, and of representatives of ..., on the other.
9. The committee shall act by mutual agreement.
10. The committee shall meet, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

Article 8

All the decisions concerning the selection of the various types of projects described in Annex I shall be taken by the Commission of the European Communities.

Article 9

The Commission shall ensure that the composition of the expert group which advises the Commission in the execution of the Comett II programme is such as to enable

it to give any advice required in regard to the participation of universities and industry from

Article 10

The Contracting Parties shall undertake efforts to facilitate the free movement and residence of students and personnel participating in ... and in the Community in activities covered by the Agreement.

Article 11

... shall submit to the Commission, to assist the latter in drafting its annual report on Comett II as well as the interim and final evaluation reports, a contribution describing the national measures taken by ... in this regard. A copy of the annual reports as well as of its interim evaluation and final evaluation reports shall be transmitted to

Article 12

In regard to the application process, contracts, reports to be submitted and other administrative arrangements for the Comett II programme, the languages used will be restricted to the official languages of the Community.

Article 13

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of

Article 14

1. This Agreement is concluded for the duration of the Comett II programme.
2. Should the Community revise the Comett II programme, the Agreement may be re-negotiated or terminated. ... shall be notified of the exact content of the revised programme within one week after its adoption by the Community. The Contracting Parties shall notify each other within three months after the Community decision has been adopted if a re-negotiation or termination of the Agreement is envisaged. In the event of termination, the practical arrangements for dealing with outstanding commitments shall be the subject of negotiations between the Contracting Parties.
3. Either Contracting Party may at any time request a revision of the Agreement. To this end, it shall submit a reasoned request to the other Contracting Party. The Contracting Parties may instruct the joint committee to examine this request and, where appropriate, to make recommendations to them, particularly with a view to opening negotiations.

Article 15

This Agreement shall be approved by the Contracting Parties in accordance with their existing procedures. Subject to the Contracting Parties' having notified each other of the completion of the procedures necessary for this purpose, it shall enter into force on 1 January 1990.

After this date, the Agreement shall enter into force on the first day of the month following such notification.

However, if such notification has not taken place by 31 March of any year, the provisions of the Agreement shall not enter into force before 1 January of the following year.

Article 16

This Agreement shall be drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese, and Spanish languages, each of these texts being equally authentic.

ANNEX I

1. The Comett II programme comprises a range of transnational projects to strengthen and encourage cooperation between universities and industry within the European framework in regard to initial and continuing training in, in particular, advanced technology in response to technological change and social changes in the context of completion of the internal market and the strengthening of its economic and social cohesion.

These measures are directed at trainees, including those who have completed their initial training, and at persons in active employment, including employers' and workers' representatives and the training officers concerned.

2. Within the framework of the Comett programme the projects which are to receive Community assistance will be chosen on the basis of, in particular, their stimulative and exemplary character, and their contribution to the achievement of the objectives set out in Article 3 of the Decision.

The selection of projects in the various strands will take account of the development of the framework programme for technology R&D, to promote the training schemes resulting from Community research, while avoiding duplication. It will also take account of the skills needed by industry and its highly qualified personnel, in particular for small and medium-sized businesses, and of regions where university-industry cooperation is still not very highly developed.

Priority will be given to training geared towards new skills, both in the growth technology industries and in sectors where such technologies are traditionally applied and as regards technology transfer and administration.

3. The projects which are to receive Community assistance will be chosen from projects which:
 - (i) propose to cover ground, whether in terms of content, mechanisms or links, which is new not only for the universities and the industry concerned, but for the Member States concerned and for the Community as a whole;
 - (ii) are designed to be disseminated widely and effectively not only in the Member States involved but more widely in the Community;
 - (iii) are designed explicitly to stimulate similar developments elsewhere in the Community, and to stimulate further development in the universities and the industry concerned.
4. The following measures will be implemented in the course of Comett II:

A. European network

- (a) The development and reinforcement of university-industry training partnerships (UITPs) and the extension of the European network, both regional and sectoral, in order to further transnational cooperation particularly in the following fields:
 - (i) in contributing to the identification of training needs in technology and to resolving them in liaison with relevant bodies in this field;
 - (ii) in assisting and facilitating the development and exploitation of projects within the other strands of the Comett II programme;

- (iii) in strengthening cooperation and inter-regional transfer between Member States in the development of initial and continuing training for the needs of technologies, their application and transfer;
 - (iv) in developing links in the form of transnational sectoral networks bringing together projects from various strands of the programme in the same area of training.
- (b) The Community will grant financial support for activities with a European dimension as well as for the functioning of the UITPs. This flat-rate contribution will not exceed 50 % of the expenditure eligible. The support will be reduced progressively, with a ceiling per UITP of ECU 70 000, ECU 60 000 and ECU 50 000 respectively for the first three years. In certain exceptional and duly justified cases, the Community contribution may exceed the three-year limit.

However, additional expenditure by universities incurred in the preparation and implementation of joint training projects may, if necessary, be financed by the Community up to 100 %.

- (c) The activities to be undertaken under strand A will not exceed 12 % of the overall annual budget allocated to the Comett II programme subject — with regard to this strand and to the other strands — to any changes which might arise as the implementation of the programme proceeds.

B. Transnational exchanges

- (a) Specific financial assistance to promote, for the benefit of all Member States, transnational exchange through the allocation of grants for:
- (i) students undergoing periods of from three to 12 months' training in industry in another Member State. One of the important assessment criteria in the selection of projects submitted will be the commitment of the sending university (within the meaning of Article 2), to the possibility of this training period in industry being recognized as an integral part of the student's course, taking account of the specific nature of national education systems and possibilities for such recognition under them;
 - (ii) persons who have completed their initial training, either enrolled at a university or after graduation and as a transition between study and a first employment, taking up placements of six months to two years in a business undertaking in another Member State for the purpose of taking part in an industrial development project within that undertaking;
 - (iii) personnel seconded from universities and industry to industry or a university respectively in another Member State to bring their skills to the industry or university in question for the improvement of the training activities and the professional practices of the host organization.
- (b) The Community's financial contribution will be limited to direct and indirect mobility costs of recipients of grants, costs of organizing and monitoring the activities implemented and, where necessary, the costs of foreign language preparation for recipients. This contribution will not exceed a ceiling of ECU 6 000 for 12 months per beneficiary under subparagraph (i), ECU 25 000 for 24 months under subparagraph (ii), and ECU 15 000 for three months under subparagraph (iii) above.
- (c) The activities to be undertaken under strand B, will not exceed 40 % of the overall budget allocated to the Comett II programme.

C. Joint projects for continuing training in, in particular, advanced technology and for multimedia distance training

- (a) Support for crash training courses with a European dimension in, in particular, advanced technology designed for the rapid dissemination — by and in universities and by and in industry — of the results of research and development in the field of new technologies and their application, as well as for the promotion, particularly for small and medium-sized businesses of the transfer of technological innovation to sectors in which it was not previously applied.
- (b) Support for work on devising, developing and testing at European level joint training projects in, in particular, advanced technology, initiated jointly by different industries in association with the universities concerned in at least two different Member States of the Communities in fields relating to the new technologies and their applications.

- (c) Support for multilateral arrangements for training in, in particular, advanced technology initiated jointly by different industries in association with the universities concerned aimed at establishing systems for distance learning utilizing new training technologies and/or resulting in transferable training products.
- (d) Support for the operations referred to in the foregoing subparagraphs initiated by employers' and workers' organizations.
- (e) In the selection of projects under points (a) to (d) above, the Community will pay special attention to projects:
 - (i) concerning technologies and their applications liable to have a significant impact on industrial development throughout the Community;
 - (ii) facilitating the participation of small and medium-sized businesses and meeting their needs;
 - (iii) directed towards the training of staff responsible for innovation development in industry, including training officers;
 - (iv) associating in their execution university and industry partners from the less-developed regions of the Community;
 - (v) demonstrating active involvement of and financial support from industry in the project;
 - (vi) proposing effective means for ensuring the utilization and dissemination of the results throughout the Community.
- (f) The Community's financial contribution will be 50 % of the total expenditure on the initiatives described in points (a) to (d) above. As a general rule, the Community contribution will not exceed ECU 30 000 per course under (a) and ECU 500 000 per project for the total duration of the project for measures under (b) and (c).

However, additional expenses incurred by universities in the preparation and implementing of joint projects for continuous training in advanced technology and multi-media distance learning may, where appropriate, be covered by the Community by up to 100 %.
- (g) Activities to be under strand C will not exceed 40 % of the overall budget allocated to the Comett II programme.

D. Complementary promotion and back-up measures

- (a) These measures have as their aim:
 - (i) support for preparatory activities particularly for the less-developed regions, notably in the form of visits or meetings, having as their potential objective the formulation of transnational projects or the extension of existing projects to other partners;
 - (ii) a structured exchange of information and experience, notably through financial support for the Comett information centres created in each Member State with a view to promoting Community exchange activities and dissemination and promotion activities within the programme;
 - (ii) (a) the setting-up of a data bank on Comett projects and similar initiatives in the Member States,
 - (ii) (b) the establishment of electronic mail facilities between projects and the partners in the programme,
 - (ii) (c) a programme of events (conferences, seminars, exhibitions, etc.) relating to Comett II;
 - (iii) analysis and monitoring of the skills needed by industry at Community level, and its consequent training needs in view of the new technologies and their applications, especially in exploiting within Comett II the results of work conducted elsewhere;
 - (iv) better mutual comprehension of the obstacles hindering the development of transnational cooperation between universities and higher education establishments and industry in training with a view to strengthening this cooperation;
 - (v) continuing evaluation of Comett II as it is implemented as well as technical and logistical support for the execution of the programme.

- (b) The Community's financial contribution for these back-up measures may be up to 100 % of the actual expenditure committed for these initiatives.
- (c) The activities to be undertaken under strand D will not exceed 8 % of the overall budget allocated to the Comett II programme.

ANNEX II

FINANCIAL ANNEX

Article 1

The funds estimated as necessary — net of any contribution by the EFTA countries — for the implementation of the Comett II programme in the Community and fixed in the Comett Decision of 16 December 1988 amount to ECU 200 million, for the period from 1 January 1990 to 31 December 1994.

Article 2

The resources allocated to the Comett II programme shall be in conformity with the Community financial perspectives and their developments. Appropriations actually available each year shall be decided during the Community budgetary procedure.

Article 3

Before the beginning of each year, the Commission shall inform ... of the amount of the appropriations available for that year in respect of the Comett II programme. Amendments of this amount occurring during the year shall be communicated to ... by the Commission.

ANNEX III

FINANCING RULES

Article 1

The financial regulation in force applicable to the general budget of the European Communities shall apply, notably to the management of the appropriations.

Article 2

At the beginning of each year, or whenever the Comett II programme is revised so as to involve an increase in the amount estimated as necessary for its implementation, the Commission shall send to ... a call for funds corresponding to its contribution to the costs under the Agreement.

This contribution shall be expressed in ecus and paid into an ecu Bank account of the Commission.

... shall pay its contribution to the annual costs under the Agreement according to the call for funds and at the latest three months after the call for funds is sent. Any delay in the payment of the contribution shall give rise to the payment of interest by ... on the outstanding amount from the due date. The interest rate corresponds to the rate applied by the European Monetary Cooperation Fund, for the month of the due date, for its operations in ecus ⁽¹⁾, increased by 1,5 percentage points.

⁽¹⁾ Rate published monthly in the 'C' series of the *Official Journal of the European Communities*.

Proposal for a Council Regulation (EEC) relating to the conclusion of the Protocol laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland on the other

COM(89) 617 final

(Submitted by the Commission on 13 December 1989)

(90/C 53/07)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas pursuant to Article 14 of the Agreement of fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other ⁽¹⁾, the two Parties have held negotiations with a view to determining a second implementation Protocol at the end of the period of application of the first Protocols;

Whereas as a result of these negotiations a new Protocol laying down the conditions relating to fishing was initialled on 30 June 1989;

Whereas it is in the Community's interest to approve this Protocol,

⁽¹⁾ OJ No L 29, 1. 2. 1985, p. 9.

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol laying down the conditions relating to fishing, provided for in the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other, is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

The President of the Council is hereby authorized to designate the persons empowered to sign the Protocol in order to bind the Community.

Article 3

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

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

PROTOCOL

laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other

THE EUROPEAN ECONOMIC COMMUNITY,

on the one hand, and

The Government of Denmark and the Home Rule Government of Greenland,

on the other,

Having regard to the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other,

HAVE AGREED AS FOLLOWS:

Article 1

1. This Protocol shall apply to fishing activities from 1 January 1990 until 31 December 1994.

2. The quotas referred to in Article 2 of the Agreement shall be fixed at the following quantities for each year:

(tonnes)

	Western stock (NAFO 0/1)	Eastern stock (ICES XIV/V)
Cod	16 000	15 000
Redfish	5 500	46 820
Greenland halibut	1 850	3 750
Halibut	200	—
Shrimps	730	3 620
	for the first year of application of the Protocol	for the first year of application of the Protocol
	440	3 910
	for the second year of application of the Protocol	for the second year of application of the Protocol
	295	4 180
	for the third year of application of the Protocol	for the third year of application of the Protocol
	—	4 525
		from the fourth year of application of the Protocol
Catfish	2 000	—
Blue whiting	—	30 000
Capelin	—	30 000

3. In addition to the quantities fixed in paragraph 2, Greenland shall each year contribute the following quantities of the following species toward establishing the balance of the reciprocal fishing possibilities laid down between the Community and the Faroe Islands in accordance with their fisheries agreement:

(tonnes)

	Western stock (NAFO 0/1)	Eastern stock (ICES XIV/V)
Shrimps	270	880
	for the first year of application of the Protocol	for the first year of application of the Protocol
	160	990
	for the second year of application of the Protocol	for the second year of application of the Protocol
	105	1 045
	for the third year of application of the Protocol	for the third year of application of the Protocol
	—	1 150
		from the fourth year of application of the Protocol
Greenland halibut	150	150
Redfish	—	500
Capelin	—	10 000

Article 2

The quantities referred to in the first paragraph of Article 7 of the Agreement are hereby set at the following levels for each year:

	<i>(tonnes)</i>	
	Western stock (NAFO 0/1)	Eastern stock (ICES XIV/V)
Cod	50 000	2 250
Redfish	2 500	5 000
Greenland halibut	4 700	—
Shrimps	25 000 ⁽¹⁾	1 500
Catfish	4 000	

⁽¹⁾ Applicable for 1990, 1991 and 1992.

Article 3

1. The financial compensation referred to in Article 6 of the Agreement shall, during the period of validity of this Protocol, be fixed at ECU 34 250 000 payable annually at the beginning of each fishing year.
2. The compensation shall be adjusted during the course of each fishing year in proportion, calculated on the basis of cod equivalents, to the supplementary quotas allocated to the Community under Article 8 of the Agreement.
3. The procedure to be followed as regards the allocation of supplementary catch possibilities under Article 8 of the Agreement is set out in the Annex hereto.

Article 4

Failure to implement the commitments laid down in this Protocol may, without prejudice to the provisions of Articles 7 and 10 of the Agreement, entail a corresponding reduction in the commitments referred to in Articles 1 and 3 of this Protocol.

Article 5

This Protocol shall enter into force on the date of its signature. It shall apply from 1 January 1990. The parties shall notify each other of the completion of the procedures necessary for this purpose.

Article 6

This Protocol is drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each text being equally authentic.

ANNEX

1. The authorities responsible for Greenland undertake to offer to the Community by 15 November each year such supplementary catch possibilities referred to in Article 8 of the Agreement which at that time are expected to be available the following fishing year.

The Community shall inform the authorities responsible for Greenland of its reaction to the offer not later than six weeks after receipt of the offer. If the Community either declines the offer or does not react within six weeks the authorities responsible for Greenland will be free to offer the catch possibilities to other parties.

2. If at any time during the fishing year additional supplementary catch possibilities under Article 8 of the Agreement are identified, which exceed the catch possibilities contained in the offer referred to in paragraph 1, the authorities responsible for Greenland shall offer the Community such additional possibilities.

The Community shall inform the authorities responsible for Greenland of its reaction to the offer not later than six weeks after receipt of the offer. If the Community either declines the offer or does not react within six weeks, the authorities responsible for Greenland will be free to offer the catch possibilities to other parties.

AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Protocol laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other hand, for the period from
1 January 1990 to 31 December 1994

A. Letter from the Government of Denmark and the Home Rule Government of Greenland

Sir,

With reference to the Protocol laying down the conditions relating to fishing, initialled on 30 June 1989, for the period from 1 January 1990 to 31 December 1994, I have the honour to inform you that the Government of Denmark and the Home Rule Government of Greenland are prepared to apply that Protocol provisionally from 1 January 1990 until its entry into force in accordance with Article 5 of the said Protocol, provided that the European Economic Community is prepared to do the same.

It is understood that, in this case, the payment of the financial compensation stipulated in Article 3 of the Protocol is effected by the beginning of the fishing year.

I should be obliged if you would confirm that the European Economic Community is in agreement with such provisional application.

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

*For the Government of Denmark and the
Home Rule Government of Greenland*

B. Letter from the European Economic Community

Sir,

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

'With reference to the Protocol laying down the conditions relating to fishing, initialled on 30 June 1989, for the period from 1 January 1990 to 31 December 1994, I have the honour to inform you that the Government of Denmark and the Home Rule Government of Greenland are prepared to apply that Protocol provisionally from 1 January 1990 until its entry into force in accordance with Article 5 of the said Protocol, provided that the European Economic Community is prepared to do the same.

It is understood that, in this case, the payment of the financial compensation stipulated in Article 3 of the Protocol is effected by the beginning of the fishing year.

I should be obliged if you would confirm that the European Economic Community is in agreement with such provisional application.'

I have the honour to confirm the agreement of the European Economic Community to this provisional application.

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

*On behalf of the Council
of the European Communities*

Proposal for a Council Regulation (EEC) relating to the conclusion of the Protocol establishing, for the period from 1 January 1990 to 31 December 1991, the fishing opportunities and the financial contribution provided for in the Agreement between the European Economic Community and the People's Republic of Mozambique on fisheries relations

COM(89) 619 final

(Submitted by the Commission on 13 December 1989)

(90/C 53/08)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 43 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas, in accordance with the Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fisheries relations, signed in Maputo on 30 September 1989, the contracting parties held negotiations with a view to determining amendments or additions to be made to the Protocol to the Agreement at the end of the period of application of the first Protocol;

Whereas as a result of these negotiations a new Protocol establishing, for the period from 1 January 1990 to 31 December 1991, the fishing opportunities and the financial contribution provided for by the Agreement was initialled on 13 September 1989;

Whereas it is in the Community's interest to approve this Protocol,

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol establishing, for the period from 1 January 1990 to 31 December 1991, the fishing opportunities and the financial contribution provided for in the Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fisheries relations is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

Article 2

The President of the Council is hereby authorized to designate the persons empowered to sign the Protocol in order to bind the Community.

Article 3

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

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

PROTOCOL

establishing, for the period from 1 January 1990 to 31 December 1991, the fishing opportunities and the financial contribution provided for in the Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fisheries relations

THE CONTRACTING PARTIES,

Having regard to the Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fisheries relations, signed on 30 September 1988.

HAVE AGREED AS FOLLOWS:

Article 1

Pursuant to Article 2 of the Agreement, and for a period of two years beginning on 1st January 1990, the following fishing possibilities shall be accorded:

1. Shrimp vessels fishing exclusively on deep-water crustacea: 1 100 GRT per month on a yearly average.
2. Shrimp vessels fishing on shallow-water and deep-water crustacea: 3 700 GRT per month on a yearly average.

The quantities of crustacea to be fished by Community vessels in 1990 may not exceed:

- 1 200 tonnes of deep-water shrimps,
- 1 000 tonnes of shallow-water shrimps, and
- 200 tonnes of deep-water crabs.

These quantitative limits will be reviewed, for the following year by the joint committee referred to in Article 10 of the Agreement. Shrimp tails weight retained on board are converted into whole weight by applying the coefficient 1,67.

3. Ocean-going tuna seiners: licences for 44 vessels.

Article 2

1. The financial compensation referred to in Article 8 of the Agreement for the period referred to in Article 1 of this Protocol, is fixed at ECU 4 300 000, payable in two annual instalments.

2. If during the period of application of this Protocol the amount of tuna caught by Community vessels in Mozambican waters exceeds 6 000 tonnes, the financial compensation will be increased by ECU 50 per tonne caught above this limit.

3. The use to which this compensation is put shall be the competence solely of Mozambique.

4. The compensation shall be paid into an account opened at a financial institution or any other body designated by Mozambique.

Article 3

In the event of an increase in the availability of fishing possibilities the GRT limits set out in Articles 1 (1) and (2) may be increased at the request of the Community. In this case, the financial compensation referred to in Article 2 shall be increased proportionally *pro rata temporis*.

Article 4

1. The Community shall also contribute, during the period referred to in Article 1, ECU 950 000 towards the financing of Mozambican scientific and technical programmes (e.g. equipment and infrastructure) to improve information on the fishery resources within the waters of Mozambique.

At the request of Mozambique, part of this amount not exceeding ECU 60 000 may be used to finance the expenses of participation in international conferences, not necessarily related to the said scientific programme, destined to improve the knowledge of fisheries resources.

2. The competent Mozambican authorities shall send to the Commission a brief report on the utilization of the funds.

3. The Community's contribution to the scientific and technical programmes shall be paid into an account specified on each occasion by the Office of the Secretary of State for Fisheries.

Article 5

1. A reconnaissance campaign to find new resources shall be carried out by two Community trawlers together with research institutes in Mozambique and in the Member States of the Community.

2. The Community shall contribute ECU 600 000 over the duration of the Protocol to finance the campaign. This contribution may be used to cover shipowners' economic losses and the emoluments of Mozambican and Community scientists. Catches by the vessels concerned shall be the property of the shipowners.

3. The results of the campaign must be sent to the Mozambican authorities and the Commission delegation to Mozambique. In the light of these results, licences for the new resources may be granted to Community vessels to fish in Mozambique's waters under conditions to be defined at a meeting of the joint committee referred to by Article 10 of the Agreement.

Article 6

Should the Community fail to make the payments provided for in this Protocol, the Agreement on fishing may be suspended.

Article 7

The Protocol to the Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fisheries relations is hereby repealed and replaced by this Protocol.

Article 8

This Protocol shall enter into force on the date of its signature. It shall apply with effect from 1 January 1990.

AGREEMENT

in the form of an Exchange of Letters concerning the provisional application of the Protocol establishing, for a two-year period starting on 1 January 1990, the fishing opportunities and the financial contribution provided for by the Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fishing off the coast of Mozambique

A. Letter from the Government of the People's Republic of Mozambique

Sir,

With reference to the draft Protocol, initialled in Maputo on 13 September 1989, establishing the fishing opportunities and the financial contribution for the two-year period starting 1 January 1990, I have the honour to inform you that the Government of the People's Republic of Mozambique is ready to apply this Protocol on a provisional basis, with effect from 1 January 1990, pending its entry into force in accordance with Article 8 of the Protocol, provided that the European Economic Community is prepared to do the same.

This is on the understanding that a first instalment equal to one half of the financial compensation specified in Article 2 of the Protocol is paid by 31 March 1990.

I should be obliged if you would confirm the European Economic Community's agreement to such provisional application.

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

*For the Government of the
People's Republic of Mozambique*

B. Letter from the European Economic Community

Sir,

I am in receipt of your letter of today's date, which reads as follows:

'With reference to the draft Protocol, initialled in Maputo on 13 September 1989 establishing the fishing opportunities and the financial contribution for the two-year period starting 1 January 1990, I have the honour to inform you that the Government of the People's Republic of Mozambique is ready to apply this Protocol on a provisional basis, with effect from 1 January 1990, pending its entry into force in accordance with Article 8 of the Protocol, provided that the European Economic Community is prepared to do the same.

This is on the understanding that a first instalment equal to one half of the financial compensation specified in Article 2 of the Protocol is paid by 31 March 1990.

I should be obliged if you would confirm the European Economic Community's agreement to such provisional application.'

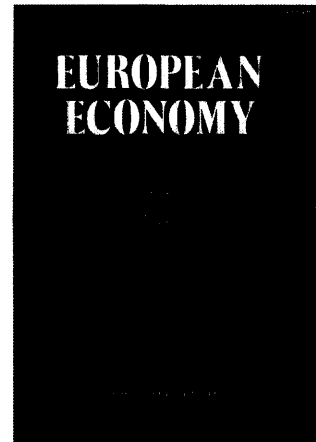
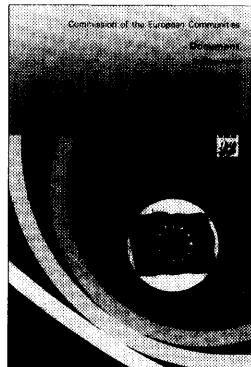
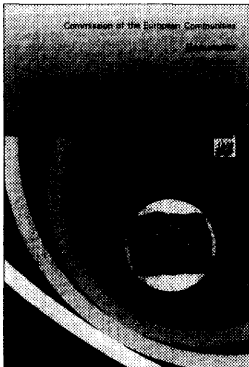
I have the honour to confirm the European Economic Community's agreement to this provisional application of the Agreement.

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

For the European Economic Community



**OFFICE FOR OFFICIAL PUBLICATIONS
OF THE EUROPEAN COMMUNITIES
Luxembourg**



COMMON STANDARDS FOR ENTERPRISES

by Florence Nicolas with the collaboration of Jacques Repussard.

The purpose of this book is to explain the workings of the European standardization system, the resources available to it and how it fits in with the Community institutions and interfaces with national and world systems. It also contains practical examples which might serve as a basis for a European standardization manual.

79 pp. - 17.6 × 25.0 cm - ISBN 92-825-8554-9 - Catalogue No CB-PP-88-A01-EN-C

Price (excluding VAT) in Luxembourg: ECU 9,00

ES, DA, DE, GR, EN, FR, IT, NL, PT

THE SINGLE FINANCIAL MARKET

by Dominique Servais.

The large internal market is inconceivable without a financial dimension: capital and financial services must be able to circulate freely. Despite the progress made in this field to date, there is still a long way to go. The prospect of the creation of a real 'European area' makes it more urgent, but also more problematical, to achieve the complete deregulation of movements of capital.

53 pp. - 17.6 × 25.0 cm - ISBN 92-825-8572-7 - Catalogue No CB-PP-88-C03-EN-C

Price (excluding VAT) in Luxembourg: ECU 6,00

ES, DA, DE, GR, EN, FR, IT, NL, PT

THE ECONOMICS OF 1992

European Economy - special issue.

This study contributes to a project initiated by the Commission, whose objective was to evaluate the potential economic impact of completing the internal market by 1992.

222 pp. - 21.0 × 29.7 cm - ISSN 0379-0991 - Catalogue No CB-AR-88-035-EN-C

Price (excluding VAT) in Luxembourg: ECU 16,00

ES, DA, DE, GR, EN, FR, IT, NL, PT

ORDER FORM TO BE SENT TO:
Office for Official Publications of the European Communities
2 rue Mercier, L-2985 LUXEMBOURG

Please send me the publications I have indicated above

Name:

Address:

..... Tel.:

Date: Signature:

