

English edition

Information and Notices

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I

(Information)

COMMISSION

Ecu ⁽¹⁾

5 March 1993

(93/C 64/01)

Currency amount for one unit:

Belgian and Luxembourg franc	40,0123	United States dollar	1,18109
Danish krone	7,45206	Canadian dollar	1,46632
German mark	1,94289	Japanese yen	137,656
Greek drachma	262,367	Swiss franc	1,80175
Spanish peseta	139,463	Norwegian krone	8,25284
French franc	6,59519	Swedish krona	9,04712
Irish pound	0,799490	Finnish markka	7,05935
Italian lira	1847,50	Austrian schilling	13,6699
Dutch guilder	2,18430	Icelandic krona	76,6289
Portuguese escudo	179,690	Australian dollar	1,65720
Pound sterling	0,810351	New Zealand dollar	2,22846

The Commission has installed a telex with an automatic answering device which gives the conversion rates in a number of currencies. This service is available every day from 3.30 p.m. until 1 p.m. the following day.

Users of the service should do as follows:

- call telex number Brussels 23789;
- give their own telex code;
- type the code 'cccc' which puts the automatic system into operation resulting in the transmission of the conversion rates of the ecu;
- the transmission should not be interrupted until the end of the message, which is marked by the code 'ffff'.

Note: The Commission also has an automatic telex answering service (No 21791) providing daily data on calculation of monetary compensatory amounts for the purposes of the common agricultural policy.

⁽¹⁾ Council Regulation (EEC) No 3180/78 of 18 December 1978 (OJ No L 379, 30. 12. 1978, p. 1), as last amended by Regulation (EEC) No 1971/89 (OJ No L 189, 4. 7. 1989, p. 1).

Council Decision 80/1184/EEC of 18 December 1980 (Convention of Lomé) (OJ No L 349, 23. 12. 1980, p. 34).

Commission Decision No 3334/80/ECSC of 19 December 1980 (OJ No L 349, 23. 12. 1980, p. 27).

Financial Regulation of 16 December 1980 concerning the general budget of the European Communities (OJ No L 345, 20. 12. 1980, p. 23).

Council Regulation (EEC) No 3308/80 of 16 December 1980 (OJ No L 345, 20. 12. 1980, p. 1).

Decision of the Council of Governors of the European Investment Bank of 13 May 1981 (OJ No L 311, 30. 10. 1981, p. 1).

Communication of Decisions under sundry tendering procedures in agriculture (cereals)

(93/C 64/02)

(See notice in Official Journal of the European Communities No L 360 of 21 December 1982, page 43)

Standing invitation to tender	Weekly invitation to tender	
	Date of Commission Decision	Maximum refund
Commission Regulation (EEC) No 1343/92 of 26 May 1992 opening an invitation to tender for the refund for the export of durum wheat to countries of zones I, II, III, IV, V, VI, VII and VIII (OJ No L 145, 27. 5. 1992, p. 22)	4. 3. 1993	Tenders rejected
Commission Regulation (EEC) No 1356/92 of 26 May 1992 on a special intervention measure for barley in Spain (OJ No L 145, 27. 5. 1992, p. 58)	—	No tenders received
Commission Regulation (EEC) No 1345/92 of 26 May 1992 opening an invitation to tender for the refund for the export of barley to countries of zones I, II, III, IV, V, VI, VII and VIII (OJ No L 145, 27. 5. 1992, p. 28)	4. 3. 1993	ECU 79,44/tonne
Commission Regulation (EEC) No 1346/92 of 26 May 1992 opening an invitation to tender for the refund for the export of common wheat to countries of zones I, II, III, IV, V, VI, VII and VIII (OJ No L 145, 27. 5. 1992, p. 31)	4. 3. 1993	ECU 59,95/tonne
Commission Regulation (EEC) No 1344/92 of 26 May 1992 opening an invitation to tender for the refund for the export of rye to countries of zones I, II, III, IV, V, VI, VII and VIII (OJ No L 145, 27. 5. 1992, p. 25)	4. 3. 1993	ECU 95,48/tonne
Commission Regulation (EEC) No 1910/92 of 10 July 1992 on a special intervention measure for durum wheat in Greece (OJ No L 192, 11. 7. 1992, p. 20)	—	No tenders received
Commission Regulation (EEC) No 2748/92 of 21 September 1992 on an invitation to tender for the refund on export of wholly milled round grain rice to certain third countries (OJ No L 279, 23. 9. 1992, p. 10)	—	No tenders received
Commission Regulation (EEC) No 2749/92 of 21 September 1992 opening an invitation to tender for the refund on export of wholly milled medium grain and long grain A rice to certain third countries (OJ No L 279, 23. 9. 1992, p. 12)	4. 3. 1993	ECU 264,00/tonne
Commission Regulation (EEC) No 2750/92 of 21 September 1992 on an invitation to tender for the refund on export of wholly milled medium grain and long grain A rice to certain third countries (OJ No L 279, 23. 9. 1992, p. 14)	—	No tenders received
Commission Regulation (EEC) No 66/93 of 15 January 1993 opening an invitation to tender for the reduction in the levy on maize imported from third countries (OJ No L 10, 16. 1. 1993, p. 5)	4. 3. 1993	Tenders rejected
Commission Regulation (EEC) No 68/83 of 15 January 1993 opening an invitation to tender for the reduction in the levy on grain sorghum imported from third countries (OJ No L 10, 16. 1. 1993, p. 9)	—	No tenders received
Commission Regulation (EEC) No 230/93 of 3 February 1993 opening an invitation to tender for the refund for the export of maize to countries of zones I and III (b) (OJ No L 27, 4. 2. 1993, p. 20)	4. 3. 1993	ECU 87,49/tonne

Prior notification of a concentration**(Case No IV/M.286 — Zürich/MMI)**

(93/C 64/03)

1. On 1 March 1993 the Commission received a notification of a proposed concentration pursuant to Article 4 of Council Regulation (EEC) No 4064/89 ⁽¹⁾ by which Zürich Insurance Company acquires within the meaning of Article 3 (1) (b) of the Regulation control of parts of Municipal Mutual Insurance Limited by way of purchase of assets.

2. The business activities of the undertakings concerned are:

— for Zürich Insurance Company: a Swiss general insurance company with underwriting activities throughout the world,

— for Municipal Mutual Insurance Limited: a UK mutual company whose main activity is the provision of insurance to governmental organizations and their employees in the UK.

3. Upon preliminary examination, the Commission finds that the notified concentration could fall within the scope of Regulation (EEC) No 4064/89. However, the final decision on this point is reserved.

4. The Commission invites interested third parties to submit their possible observations on the proposed operation to the Commission.

Observations must reach the Commission not later than 10 days following the date of this publication. Observations can be sent to the Commission by fax (fax No (32-2) 296 43 01) or by post, under reference number IV/M.286 — Zürich/MMI, to the following address:

Commission of the European Communities,
Directorate General for Competition (DG IV),
Merger Task Force,
avenue de Cortenberg 150,
B-1049 Brussels.

⁽¹⁾ OJ No L 395, 30. 12. 1989; Corrigendum: OJ No L 257, 21. 9. 1990, p. 13.

Prior notification of a concentration**(Case No IV/M.331 — Fletcher Challenge/Methanex)**

(93/C 64/04)

1. On 1 March 1993, the Commission received a notification of a proposed concentration pursuant to Article 4 of Council Regulation (EEC) No 4064/89 ⁽¹⁾ by which Fletcher Challenge Ltd acquires within the meaning of Article 3 (1) b of the Council Regulation joint control of Methanex Corporation by way of transfer of assets in exchange of shares and cash. The other controlling shareholder is Metallgesellschaft Corp., a wholly owned subsidiary of Metallgesellschaft AG.

⁽¹⁾ OJ No L 395, 30. 12. 1989 (Corrigendum: OJ No L 257, 21. 9. 1990, p. 13).

2. The business activities of the undertakings concerned are:
- Fletcher Challenge: pulp and paper, building materials and construction, agriculture and energy,
 - Metallgesellschaft: trade and financial services, particularly in the processing of base metals and in engineering services; chemistry, mining and environmental techniques,
 - Methanex: production and marketing of methanol and ammonia.

3. Upon preliminary examination, the Commission finds that the notified concentration could fall within the scope of Council Regulation (EEC) No 4064/89. However, the final decision on this point is reserved.

4. The Commission invites interested third parties to submit their possible observations on the proposed operation to the Commission.

Observations must reach the Commission not later than 10 days following the date of this publication. Observations can be sent to the Commission by fax (fax No (32-2) 296 43 01) or by post, under reference number IV/M.331 — Fletcher Challenge/Methanex, to the following address:

Commission of the European Communities,
Directorate General for Competition (DG IV),
Merger Task Force,
avenue de Cortenberg 150,
B-1049 Brussels.

Commission communication pursuant to Article 9 (9) of Council Regulation (EEC) No 3420/83 of 14 November 1983

(93/C 64/05)

By virtue of Article 9 (3) of Council Regulation (EEC) No 3420/83 of 14 November 1983 on import arrangements for products originating in State-trading countries, not liberalized at Community level⁽¹⁾, the Commission adopted the following change to the import arrangements applied in Ireland with regard to the People's Republic of China on 24 February 1993:

Exceptional opening of import facilities for the following products:

- Tableware and other articles of a kind commonly used for domestic or toilet purposes, of porcelain or china, other than white or single-coloured (CN code ex 6911) 200 tonnes

⁽¹⁾ OJ No L 346, 8. 12. 1983, p. 6.

II

(Preparatory Acts)

COMMISSION

Proposal for a Council Regulation (EEC) on the conclusion of the Agreement on relations in the sea fisheries sector between the European Economic Community and the Argentine Republic

(93/C 64/06)

COM(93) 12 final

(Submitted by the Commission on 9 February 1993)

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 on 30 November 1992, following negotiations, the Community and Argentina initialled an Agreement on relations in the sea fisheries sector which provides Community fishermen with new fishing opportunities and in return requires concessions from the Community, and in particular tariff concessions;

Whereas, in the interests of the Community, the said Agreement should be adopted,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement between the European Economic Community and the Argentine Republic on relations in the sea fisheries sector is hereby approved on behalf of the Community.

The text of the Agreement is annexed to this Regulation.

Article 2

The President of the Council shall give the notification referred to in Article 14 of the Agreement on behalf of the Community ⁽¹⁾.

Article 3

This Regulation shall enter into force on the third day following that of 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⁾ The date of entry into force of the Agreement is to be published in the *Official Journal of the European Communities* by the Secretariat-General of the Council.

AGREEMENT**on relations in the sea fisheries sector between the European Economic Community and the Argentine Republic**

THE EUROPEAN ECONOMIC COMMUNITY

hereinafter referred to as 'the Community', and

THE ARGENTINE REPUBLIC,

hereinafter referred to as 'Argentina',

hereinafter referred to as the 'Parties',

HAVING REGARD to the existing close links between the Community and Argentina, and in particular those laid down pursuant to the Framework Agreement on Cooperation signed between the Community and Argentina on 2 April 1990;

CONSIDERING that the Community and Argentina are signatories to the United Nations Convention on the Law of the Sea;

RESOLVED to cooperate, in their joint interest, in the conservation and rational exploitation of living marine resources;

ANXIOUS to establish terms and conditions for fishing activities and cooperation between both Parties in this sector;

CONVINCED that their mutual interests and the achievement of their respective economic and social objectives will be reinforced by means of such cooperation;

CONSIDERING that, in the context of its political development, Argentina wishes to stabilize and encourage economic and social progress;

RECOGNIZING the efforts which Argentina has been making to restructure its economy through economic deregulation, monetary stability and the opening-up of its economy;

RESOLVED to pursue closer economic cooperation in the sea fisheries sector through the encouragement of joint enterprises, the establishment of undertakings in Argentina and the constitution of joint ventures between companies;

CONVINCED that this new type of cooperation in the fisheries sector will provide regular access to new fishing opportunities, further the aims of renewing and converting the Argentine fleet and restructuring the Community fleet and promote the rational exploitation of resources in the long term;

CONVINCED that such cooperation must be carried out in an evolutionary and pragmatic way, paying special attention to scientific research and the specific measures being adopted in the sea fisheries sector;

HAVE DECIDED AS FOLLOWS:

Article 1

This Agreement lays down the principles, rules and procedures for cooperation between Argentina and the Community as regards the conservation, exploitation and processing of fishery resources.

Article 2

For the purposes of this Agreement the following definitions shall apply:

- (a) *Argentinian enforcement authority*: the Ministry of Agriculture and Fisheries of the Argentine Republic;
- (b) *joint venture*: contractual relationship for a limited period between shipowners from one or more Member States of the Community and Argentinian shipowners for the purpose of jointly exploiting Argentinian fishery resources using one or more Community vessels with a view to the priority supply of the Community market;
- (c) *Community vessel*: a vessel flying the flag of one of the Member States of the Community;
- (d) *Community shipowner*: a shipowner of one of the Member States of the Community;
- (e) *joint enterprise*: a company constituted under private law consisting of one or more Community shipowners and one or more Argentinian natural or legal persons bound by a joint enterprise contract for the purpose of exploiting and, where appropriate, processing Argentinian fishery resources with a view to the priority supply of the Community market;
- (f) *Community undertaking established in Argentina*: a company constituted under private law with capital coming from one or more Member States of the Community, established in Argentina for the purpose of exploiting and, where appropriate, processing Argentinian fishery resources with a view to the priority supply of the Community market.

Article 3

The Parties shall cooperate to promote the conservation and rational exploitation of fish stocks on a sustainable basis, in accordance with the relevant provisions of the United Nations Convention on the Law of the Sea.

To this end, the Parties shall:

- make a joint study of the most efficient means of promoting the preservation and conservation of living marine resources while observing and respecting the relevant principles and rules of international law,

- exchange the data at their disposal on the state of fish stocks,
- develop joint scientific research programmes.

Article 4

1. The Parties shall encourage economic, commercial, scientific and technical cooperation in the fisheries and related sectors. They shall consult with each other to coordinate and integrate on a permanent basis the various activities which may be carried out under this Agreement.

2. With this aim, the Parties shall endeavour, in particular, to encourage and facilitate the exchange of information on fishing techniques and equipment and on methods for the preservation and industrial processing of fishery products and on the development of aquaculture.

3. Similarly, the Parties shall act so as to create conditions which will encourage technological, commercial and economic contacts between their undertakings.

4. The Community shall make payments to the Argentinian Government as laid down in Protocol I, to be used, in particular, for:

- the development of fisheries research programmes aimed at improving the management of resources and activities related to the conservation of living marine resources,
- the development of projects for the construction, improvement and extension of fishing port facilities,
- the development of programmes and investments in aquaculture,
- the strengthening of resources and infrastructure for sea-going training in Argentina,
- the start-up and implementation of specific programmes, activities and studies,
- the provision of means and technical assistance to step up the monitoring of fishing in the area covered by this Agreement,
- the development of new fishing techniques which promote the rational exploitation of stocks,
- vocational and technical training in all areas of fisheries and the fishing industry through study grants, practical training and the exchange of personnel,
- studies, seminars and conferences on fisheries,

- the identification, assessment and proposal of new projects,
- the official administration of this Agreement,
- the promotion of the preservation and conservation of living marine resources.

Article 5

1. The Parties shall create suitable conditions for the establishment in Argentina of undertakings using capital originating in one or more Member States of the Community and the creation of joint enterprises and joint ventures in the fisheries sector between Argentinian and Community shipowners with the aim of jointly exploiting and, where appropriate, jointly processing Argentinian fishery resources under the conditions laid down in Protocol I and Annexes I and II.

2. Argentina shall grant the undertakings referred to in paragraph 1 access to the fishing opportunities set out in Protocol I in accordance with the provisions of Annexes I to IV.

3. As part of its policy for the restructuring of its fleet, the Community shall facilitate the inclusion of Community vessels in undertakings established or to be established in Argentina. To that end, and as part of its policy for the technical renovation of its fishing industry, Argentina shall facilitate the transfer of current fishing licences and issue the appropriate new licences pursuant to this Agreement.

Article 6

The Parties shall select the projects for the joint ventures, Community undertakings established in Argentina and joint enterprises provided for in Article 5, which shall be authorized to take the catch quantities specified in Protocol I. The projects shall be selected in accordance with the methods and criteria set out in Annex III.

Article 7

1. In order to encourage the establishment of the undertakings provided for in Article 5, the projects selected by the Parties pursuant to Article 6 shall be eligible for financial assistance in accordance with Protocol I.

2. The Community shall grant a financial contribution in respect of the measures referred to in Articles 3 and 4 in accordance with Protocol I.

Article 8

1. The pursuit of fishing activities under this Agreement shall be subject to the possession of a fishing licence issued by the Argentinian enforcement authority.

2. Fishing licences shall be issued and transferred in accordance with the procedures and other conditions laid down in Annexes I to IV.

Article 9

1. If, as a result of a change in fish populations, the Argentinian enforcement authority decides to adopt new conservation measures affecting the fishing activities of vessels fishing under this Agreement, discussions shall be held between the Parties with a view to amending the Annexes and Protocol I hereto and maintaining the general balance of the Agreement.

2. Conservation measures adopted by the Argentinian enforcement authority shall be applied in a non-discriminatory manner to all vessels and be based on objective scientific information and criteria.

Article 10

A Joint Committee shall be set up to oversee the application of this Agreement. It shall be the duty of the Committee, in particular, to:

- supervise the implementation, interpretation and smooth operation of the Agreement,
- serve as a forum for the amicable resolution of disputes which may arise regarding the interpretation or application of the Agreement,
- ensure the necessary liaison concerning matters of common interest relating to fisheries,
- consider the programmes and activities referred to in Articles 3 and 4,
- evaluate the projects put forward by the Parties for the establishment of joint enterprises and joint ventures as provided for in Article 7, in accordance with the criteria set out in Annex III,
- recommend the projects to receive aid as laid down in Protocol I,
- study the promotion of industrial joint ventures,
- check that the projects are being properly administered and oversee the use of the financial support given to projects in accordance with Article 7,
- review the activities of Community vessels belonging to joint ventures before the end of their contracts.

The Joint Committee shall meet once a year, alternately in Argentina and the Community, and in extraordinary session at the request of either of the Parties.

Article 11

Nothing in this Agreement shall affect or prejudice in any way the views of either Party with regard to any matter relating to the Law of the Sea.

Article 12

1. This Agreement shall apply for a period of five years with effect from the date of its entry into force and shall continue to apply for additional periods of two years, unless notice of termination is given in writing by either of the Parties at least six months before the date of expiry of the initial and any additional period.

2. In the event of either of the Parties giving notice to terminate this Agreement, the parties shall enter into consultations.

3. Before the end of the period of validity of the Agreement, the Parties shall begin negotiations in order to decide upon any amendments to the Annexes and/or Protocol I which may be necessary for the subsequent period.

Article 13

Annexes I, II, III, IV, V, VI and VII and Protocol I to this Agreement shall form an integral part thereof.

Article 14

This Agreement, drawn up in duplicate in Danish, Dutch, English, French, German, Greek, Italian, Spanish and Portuguese, each version being equally authentic, shall enter into force on the day on which the Parties notify each other of the completion of the procedures necessary to that end.

ANNEX I

LAYING DOWN THE CONDITIONS GOVERNING THE CREATION AND ACCESS TO RESOURCES OF JOINT ENTERPRISES AND UNDERTAKINGS ESTABLISHED IN ARGENTINA

A. SELECTED PROJECTS

Once the project selection procedure laid down in Annex III to this Agreement has been completed, the Community shall provide the Argentinian enforcement authority with a list of the Community vessels selected in accordance with Article 6 of the Agreement to undertake the fishing activities in question.

B. REGISTER

The Argentinian enforcement authority shall authorize the entry in the National Vessels Register of the vessels referred to in point A.

C. FISHING OPPORTUNITIES

1. Vessels entered in the National Vessels Register may exploit non-surplus and surplus resources within the maximum limits laid down in Protocol I.
2. Fishing for non-surplus resources shall be carried out using Community vessels in substitution for vessels flying the Argentinian flag, this substitution being effected in such a way as to ensure no increase in fishing effort.
3. The Argentinian enforcement authority shall authorize the transfer of current fishing licences in accordance with technical equivalence criteria to be laid down by that authority.
4. Exploitation of resources must be effected within the limits and under the terms laid down in the fishing licence of the laid-up Argentinian flag vessel and shall include fishing for the species authorized by that licence, with the exception of the species of prawn *pleoticus mulleri*. This species may not be fished by a laid-up vessel's licence-holder or by a third party. In addition, the transfer of licences for the fishing of species intended for the processing of surimi shall not be authorized.

D. LICENCES

1. In accordance with Articles 5 and 8 of the Agreement, the Argentinian enforcement authority shall facilitate the transfer of current fishing licences to the companies referred to in this Annex, with the

exception of those issued to Argentinian flag vessels laid up, for whatever reason, for longer than one year without interruption, such as vessels belonging to bankrupt undertakings. It shall also facilitate the issue of new fishing licences covering the fishing opportunities set out in Protocol I.

2. Licences for the fishing of non-surplus species shall have the same term as the original licence being transferred. The validity of new licences for the fishing of surplus species shall be determined by the Argentinian enforcement authority in a general and non-discriminatory fashion.
3. Fishing licences shall be granted to an undertaking in respect of a specific vessel.
4. The terms governing the application for and issue of licences are set out in Annex IV.
5. The terms governing the application for and arrangements for the payment of Community aid are set out in Protocol I.

ANNEX II

LAYING DOWN THE CONDITIONS GOVERNING THE CREATION AND ACCESS TO RESOURCES OF JOINT VENTURES IN ARGENTINA

I. Common provisions governing joint ventures

A. SELECTED PROJECTS

Once the project selection procedure laid down in Annex III to this Agreement has been completed, the Community shall provide the Argentinian enforcement authority with a list of Community vessels selected in accordance with Article 6 of the Agreement for inclusion in a joint venture with a view to the exercise of fishing activities.

B. REGISTER

The Argentinian Government shall open a special register of vessels in which shall be entered all Community vessels that have been granted a fishing licence in accordance with this Annex.

A Community vessel may be replaced in the register by another Community vessel with equivalent capacity and technical specifications only on duly justified grounds and with the agreement of the Parties.

C. FISHING OPPORTUNITIES

Vessels operating under joint ventures entered in the register referred to in paragraph B may exploit non-surplus and surplus resources within the maximum limits laid down in Protocol I.

D. LICENCES

1. In accordance with Articles 5 and 8 of the Agreement, the Argentinian enforcement authority shall authorize the transfer to undertakings established or to be established in accordance with Argentinian law, in respect of Community vessels operating under joint ventures as referred to in this Annex, of new fishing licences covering the fishing opportunities set out in Protocol I, with the exception of those issued to Argentinian flag vessels laid up, for whatever reason, for longer than one year without interruption, such as vessels belonging to bankrupt undertakings. It shall also facilitate the issue of new fishing licences covering the fishing opportunities set out in Protocol I.
2. The fishing licences shall be issued for a period of validity equal to the duration of the joint venture.
3. Community vessels operating under joint ventures shall do so under fishing licences which lay down catch limits per species and authorized fishing zones.

4. Exploitation of non-surplus species must be effected within the limits laid down in the fishing licence of the laid-up Argentinian flag vessel and shall include fishing for the species authorized by that licence, with the exception of the species of prawn *pleoticus mulleri*. This species may not be fished by a laid-up vessel's licence-holder or by a third party. In addition, the transfer of licences for the fishing of species intended for the processing of surimi shall not be authorized.
5. The terms governing the application for and granting of licences are set out in Annex IV.

E. FITTING-OUT, VICTUALLING AND FISHING FEES

Vessels operating under this Agreement shall comply with the rules and regulations laid down by the Argentinian enforcement authority regarding fitting-out, victualling and fishing fees, which shall be applied without discrimination between Argentinian and Community vessels.

F. CATCH DECLARATION

All Community vessels fishing pursuant to the Agreement shall forward to the Argentinian enforcement authority a catch declaration in accordance with the model given in Annex VII within 48 hours of the end of each trip.

In the event of these provisions not being complied with, the Argentinian enforcement authority may suspend the fishing licence of the vessel involved until the said formalities have been complied with.

Community vessels shall forward a copy of the catch declaration to the Delegation of the Commission of the European Communities in Buenos Aires.

G. DURATION OF THE JOINT VENTURES

Joint ventures shall be valid for a period of not more than three (3) years. Under no circumstances may this duration be extended beyond the expiry date of this Agreement. Six (6) months before the end of the period of validity of the joint venture, the Joint Committee shall consider whether to extend its validity for the additional period requested.

H. SIGNING ON OF CREW

1. Community vessels operating under joint ventures shall sign on at least thirty per cent (30 %) of Argentinian crew members. Such crew members must possess the knowledge necessary for performing their functions.
2. The said crew members' work contracts shall be concluded in Argentina between the representatives of the shipowners and the crew members concerned and must include social security arrangements and life and accident insurance in accordance with Argentinian legislation.

I. SCIENTIFIC OBSERVERS

At the request of the Argentinian enforcement authority, Community vessels fishing pursuant to the Agreement shall permit a scientific observer designated by the said authority to come on board and to perform his tasks. He shall be provided with all the facilities necessary for the exercise of his functions.

The conditions of his stay on board shall be the same as those of the other officers of the vessel. Observers' remuneration and social security contributions shall be paid by the Argentinian authorities. The costs of their stay on board shall be borne by the owner of the vessel.

J. INSPECTION AND MONITORING

At the request of the Argentinian enforcement authority, Community vessels fishing pursuant to this Agreement shall permit the officials of Argentina designated by the said authority and charged with the inspection and control of fishing activities to come on board and to exercise their functions and shall provide them with assistance in doing so.

Such officials must not stay on board any longer than is required for the performance of their task.

K. FISHING ZONES AND GEAR

Fishing is authorized for the following species, in the zones and with the gear specified below, not including the territorial waters and the Argentinian-Uruguayan joint fishing zone established in the Treaty of Rio de La Plata and its maritime coast:

1. Fishing zones

Merluccius hubbsi:

- (a) north of 47°S latitude;
- (b) south of 47°S latitude and west of 65°W longitude to the outer limit of the territorial sea at the Isla Grande de Tierra del Fuego.

Patagonian grenadier, Patagonian rockcod or roughhead grenadier:

south of 47°S latitude and west of 65°W longitude to the outer limit of the territorial sea at the Isla Grande de Tierra del Fuego.

Argentinian shortfin squid:

north of 45°S latitude.

2. Fishing gear

Argentinian shortfin squid may only be fished using jiggers.

II. Special provisions for joint ventures fishing for species in structural surplus

Joint ventures may catch up to a third ($\frac{1}{3}$) of the maximum total volume fixed in Protocol I for the species in structural surplus.

A. THE GRANT OF FISHING LICENCES

Community vessels must commence operations within six (6) months of the issue of the corresponding licence. If they fail to begin within this period, the licence shall be revoked automatically without prior notice or further formalities.

The Argentinian enforcement authority may, however, extend the period for commencing operations for one further period of three (3) months.

B. REQUIREMENTS FOR LICENCE APPLICATIONS

The Argentinian enforcement authority shall lay down the documents which must accompany applications, a specimen of which can be found in Annex IV.

III. Special provisions for joint ventures fishing for species not in structural surplus and substituting Argentinian flag vessels

A. Joint ventures between companies may catch up to a third ($\frac{1}{3}$) of the maximum total volume fixed in Protocol I for *Merluccius hubbsi*.

B. The provisions of Annex I, points C (2), (3) and (4) and D shall apply.

*ANNEX III***METHODS AND CRITERIA FOR PROJECT SELECTION**

1. The Parties shall exchange information on the projects presented for the formation of joint enterprises, undertakings established in Argentina and joint ventures as provided for in Article 5 of the Agreement which are liable to receive financial aid from the Community.
2. The projects shall be presented to the Commission of the European Communities via the competent authorities of the Member State or States concerned in accordance with Community rules.
3. The Community shall submit to the Joint Committee the list of projects eligible for financial assistance as provided for in Article 7 of the Agreement. The Joint Committee shall evaluate the projects in accordance basically with the following criteria:
 - a) technology appropriate to the proposed fishing operations;
 - b) species and fishing zones;
 - c) modernization of vessels;
 - d) total investment in the project;
 - e) investment in on-shore plant;
 - f) previous experience of Community shipowner and any Argentinian partner in the fisheries sector.
4. The Joint Committee shall recommend to the Parties the projects selected in accordance with the criteria set out in point 3.
5. Once the projects have been approved by the Argentinian enforcement authority and the Community, the Community shall forward to the Argentinian enforcement authority the list of selected projects for the purpose of transferring and issuing the necessary fishing licences and their subsequent entry in the appropriate Register.

*ANNEX IV***CONDITIONS GOVERNING APPLICATIONS FOR AND THE ISSUING OF FISHING LICENCES**

1. Argentinian owners who have established joint enterprises, undertakings in Argentina or joint ventures with Community owners in accordance with this Agreement shall submit an application for the relevant fishing licence to the Argentinian enforcement authority once they have complied with the provisions of point 5 of Annex III.
2. In the case of joint enterprises and undertakings established in Argentina, the fishing licence shall be issued to the joint enterprise or undertaking in respect of the vessels for which projects have been approved by the Parties.
3. In the case of joint ventures, the fishing licence shall be issued to the Argentinian undertaking which formed the joint venture, in respect of the Community vessel or vessels the projects for which have been approved by the Parties and identified in the respective joint venture contract.
4. Applications shall be submitted on the forms supplied for that purpose by the Argentinian enforcement authority, a specimen of which is attached.
5. Fishing licences shall be issued within thirty (30) working days of submission of applications.
6. Fishing activities by Community vessels shall begin within six (6) months of issue of the relevant licence. If they do not, the licence will be automatically revoked, without prior notification or further formality.

The Argentinian enforcement authority may nevertheless grant a single three (3) month extension of the period for beginning fishing activities.
7. If the Argentinian enforcement authority decides to revoke a licence, it shall inform the Commission of the European Communities of its decision within fifteen (15) working days.

Note to point 4 of Annex IV

APPLICATIONS FOR FISHING LICENCES FOR VESSELS COVERED BY THE FISHERIES AGREEMENT BETWEEN ARGENTINA AND THE COMMUNITY

National Director for Fisheries and Agriculture

In my capacity as
of the company
a legal entity which I declare to be, I hereby apply for the relevant fishing licence for the vessel
registration number, of which the principal characteristics are:

Length	Engine power
Beam	Hold capacity
Depth	GRT

Authorization of the abovementioned vessel was recommended by the Joint Committee on, Decision No and approved by the Argentinian enforcement authority on, resolution No

The Community approved the project on and notified the Argentinian enforcement authority on

I therefore request that the relevant fishing licence be issued for the abovementioned vessel within the time limit laid down in the resolution approving the project.

PROTOCOL I

establishing the fishing opportunities and financial compensation provided for in the Agreement on relations in the sea fisheries sector between the Argentine Republic and the European Economic Community

Article 1

1. In accordance Article 5 of the Agreement and for a period of five years from the date on which it comes into force, the maximum annual fishing opportunities shall be as follows:

A. Non-surplus species:

Merluccius hubbsi: 120 000 tonnes.

B. Surplus species:

(i) Patagonian grenadier (*Macruronus magellanicus*): 50 000 tonnes;

(ii) Argentinian shortfin squid (*Illex argentinus*): 30 000 tonnes;

(iii) Patagonian rockcod (*Salilota australis*) and/or roughhead grenadier (*Macruronus whitsoni*): 50 000 tonnes in all.

2. By-catches shall be included in the maximum quantities indicated above and may not exceed ten (10) per cent of the catch actually taken on each trip.

Article 2

Of the quantities referred to in Article 1, Community vessels operating as part of joint ventures may catch the following maximum annual quantities:

A. Non-surplus species:

Merluccius hubbsi: 40 000 tonnes.

B. Surplus species:

(i) Patagonian grenadier (*Macruronus magellanicus*): 17 000 tonnes;

(ii) Argentinian shortfin squid (*Illex argentinus*): 10 000 tonnes;

(iii) Patagonian rockcod (*Salilota australis*) and/or roughhead grenadier (*Macruronus whitsoni*): 17 000 tonnes in all.

Article 3

1. In accordance with Article 7 of the Agreement, the Community shall provide financial assistance for the formation of joint enterprises, Community undertakings established in Argentina and joint ventures selected in accordance with Article 6 of the Agreement.

This financial assistance, as specified in the sheets in Annex VI, shall be paid to the Community owner to cover part of his financial contribution to the establishment of a joint enterprise, undertaking or joint venture in Argentina and/or to remove the vessels in question from the Community register.

2. With a view to encouraging the establishment and development of joint enterprises, the Community shall grant to joint enterprises established in Argentina financial support of fifteen (15) per cent of the amount paid to the Community owner. This financial support in the form of operating capital shall be paid by the Community to the Argentinian enforcement authority, which shall lay down the terms governing its use and its administration.

Argentina shall inform the Joint Committee of how these funds are used.

3. The Community shall grant to the Argentinian company which forms a joint venture financial support equivalent to fifteen (15) per cent of that granted to the Community owner.

4. The provisions governing applications for and the grant of Community assistance to the Community owner as referred to in paragraph 1 shall be laid down in accordance with the relevant Community rules in force.

In the case of joint ventures, payment of the aid provided for in paragraph 1 shall be made twice yearly. Applications for payment shall be made in accordance with Community rules and shall be accompanied by a report on the activity of the joint venture during the period in question.

5. Payment of the financial assistance shall take place as soon as possible after all the formal requirements have been met.

Article 4

1. The financial contribution referred to in Article 7 (2) of the Agreement for scientific and technical cooperation shall be fixed at ECU twenty-eight million (ECU 28 000 000) for the duration of the Agreement.

2. The Joint Committee established under Article 10 of the Agreement shall be informed of the programmes and activities implemented with this financial contribution.

Argentina shall undertake to use the financial support for the purposes laid down. The Commission of the European Communities shall receive a report on the results of the programmes and activities in question.

3. The total financial contribution for the period covered by the Agreement shall be paid by the Community on an annual basis; the amount paid each year shall be determined by the Argentinian

Government, which shall inform the Community of how the funds have been used.

Article 5

The financial assistance referred to in Article 3 (2) and the financial contribution referred to in Article 4 of this Protocol shall be paid to an account authorized for that purpose by the Argentinian enforcement authority and which shall be extra-budgetary.

*ANNEX V***EXCHANGE OF LETTERS***Letter No 1*

Sir,

We should be grateful if you would kindly confirm the Community's Agreement on the following:

With regard to the Fishing Agreement signed today between the European Economic Community and the Government of the Argentine Republic, and in particular with respect to Protocol I annexed thereto, establishing between the Parties the terms for cooperation in the fisheries sector, I have the honour to confirm that the Argentinian Government shall offer the fishing opportunities laid down in Protocol I annexed to the Agreement.

These fishing opportunities shall be retained on condition that the Community fulfils its obligations with regard to commercial cooperation as set out above.

Talks will be held as soon as possible to resolve any difficulties in fulfilling the Agreement experienced by either of the Parties.

I have the honour to confirm, moreover, that the Community will grant tariff reductions on the importation of specific fishery products listed in the note annexed to this letter for the period from 1 January to 31 December during the period of the Agreement's validity.

The maintenance of these tariff reductions shall depend on Argentina fulfilling its obligations regarding the allocation of fishing quotas as referred to in previous paragraphs.

The Community shall foster in an appropriate way regular exchanges of information on commercial cooperation with a view to ensuring the smooth operation and creating favourable conditions for the harmonious development of this Agreement.

In the event of serious disruption of the Community market as a result of tariff reductions for the products specified in the note annexed to this letter, the Parties shall consult one another on the matter as promptly as possible.

This exchange of letters is without prejudice to the rights and obligations of Argentina and the Community pursuant to the General Agreement on Tariffs and Trade.

(Complimentary close)

*For the Government
of the Argentine Republic*

Letter No 2

Sir,

I have the honour to confirm the Community's Agreement on the following:

With regard to the Fishing Agreement signed today between the European Economic Community and the Government of the Argentine Republic, and in particular with respect to Protocol I annexed thereto, establishing between the Parties the terms for cooperation in the fisheries sector, I have the honour to confirm that the Argentinian Government shall offer the fishing opportunities laid down in Protocol I annexed to the Agreement.

These fishing opportunities shall be retained on condition that the Community fulfils its obligations with regard to commercial cooperation as set out above.

Talks will be held as soon as possible to resolve any difficulties in fulfilling the Agreement experienced by either of the Parties.

I have the honour to confirm, moreover, that the Community will grant tariff reductions on the importation of specific fishery products listed in the note annexed to this letter for the period from 1 January to 31 December during the period of the Agreement's validity.

The maintenance of these tariff reductions shall depend on Argentina fulfilling its obligations regarding the allocation of fishing quotas as referred to in previous paragraphs.

The Community shall foster in an appropriate way regular exchanges of information on commercial cooperation with a view to ensuring the smooth operation and creating favourable conditions for the harmonious development of this Agreement.

In the event of serious disruption of the Community market as a result of tariff reductions for the products specified in the note annexed to this letter, the Parties shall consult one another on the matter as promptly as possible.

This exchange of letters is without prejudice to the rights and obligations of Argentina and the Community under the General Agreement on Tariffs and Trade.'

(Complimentary close)

*For the Council
of the European Communities*

Note to Annex V

CN code	Description	Rate of duty
ex 0302 69 97	Fish of the species <i>Sparus pagrus</i> (red sea bream), fresh or chilled, excluding fish fillets and other fish meat falling within heading No 0304	5 %
ex 0303 78 10 ex 0304 90 47	Hake of the species <i>Merluccius hubbsi</i> , frozen, excluding fish fillets and minced fish	5 %
ex 0303 79 97	Patagonian rockcod (<i>Salilota australis</i>), Patagonian grenadier (<i>Macruronus magellanicus</i>), fish of the species <i>Genypterus blacodes</i> (pollack) and <i>Sparus pagrus</i> , (red sea bream), frozen, excluding fish fillets and other fish meat falling within heading No 0304	5 %
ex 0304 20 57	Frozen fillets of hake of the genus <i>Merluccius hubbsi</i>	5 % ⁽¹⁾
ex 0304 20 97	Frozen fillets of the species Patagonian grenadier (<i>Macruronus magellanicus</i>) and Patagonian rockcod (<i>Salilota australis</i>)	5 %
ex 0305 63 00	Fish of the species <i>Engraulis anchoita</i> , salted but not dried or smoked and in brine	5 %
ex 1604 19 91	Fillets of hake of the species <i>Merluccius hubbsi</i> , merely coated with batter or breadcrumbs, whether or not prefried in oil, deep frozen	10 %

⁽¹⁾ Subject to compliance with the reference price.

ANNEX VI

NOTE No 1

Maximum amount of Community financial assistance for joint enterprises and Community undertakings established in Argentina as laid down in Article 3 (1) of Protocol I

Category of vessel (Gross registered tonnes)	Age of vessel	Amount per vessel
Less than 100 GRT	10 years or less	7 200 ECU/GRT + 90 000
	More than 10 years but 20 years or less	4 800 ECU/GRT + 60 000
	More than 20 years	3 600 ECU/GRT + 45 000
100 GRT or more but less than 400 GRT	10 years or less	3 600 ECU/GRT + 450 000
	More than 10 years but 20 years or less	2 400 ECU/GRT + 300 000
	More than 20 years	1 800 ECU/GRT + 225 000
400 GRT or more but less than 3 500 GRT	10 years or less	1 800 ECU/GRT + 1 170 000
	More than 10 years but 20 years or less	1 200 ECU/GRT + 780 000
	More than 20 years	900 ECU/GRT + 585 000
3 500 GRT or more	10 years or less	1 440 ECU/GRT + 2 430 000
	More than 10 years but 20 years or less	960 ECU/GRT + 1 620 000
	More than 20 years	720 ECU/GRT + 1 215 000

NOTE No 2

Maximum amount of Community financial assistance for joint ventures laid down in Article 3 (1) of Protocol I

Tonnage of the vessel (expressed in gross registered tonnes)	Amount of the cooperation premium per vessel (ECU/day)
Less than 25 GRT	89
from 25 to under 50 GRT	179
from 50 to under 70 GRT	250
from 70 to under 100 GRT	394
from 100 to under 200 GRT	715
from 200 to under 300 GRT	1 180
from 300 to under 500 GRT	1 573
from 500 to under 1 000 GRT	2 002
from 1 000 to under 1 500 GRT	2 646
from 1 500 to under 2 000 GRT	3 217
from 2 000 to under 2 500 GRT	3 575
from 2 500 to under 3 000 GRT	4 076
3 000 GRT or more	4 676

III

(Notices)

COMMISSION

Long-term lease of service vehicles — Open procedure

(93/C 64/07)

1. **Awarding authority:** Commission of the European Communities, Directorate-General for Personnel and Administration, Unit IX.C.1., Buildings Policy, Options and Contracts, SC 41 2/26, 200 Rue de la Loi, B-1049 Brussels.
Tel. (02) 295 21 00. Facsimile (02) 295 23 72.
2. (a) **Award procedure:** Public invitation to tender.
(b) **Contract type:** Leasing.
3. (a) **Delivery to:** Brussels.
(b) **Goods:** Lot 1: limousines.
Lot 2: high-security vehicles.
Lot 3: executive vehicles.
Lot 4: commercial vehicles.
Lot 5: special-purpose vehicles.
(c) **Division into lots:** Possibility of tendering for 1 or more lots.
(d)
4. **Delivery deadline:** Vehicles must be supplied within 4 months of each order.
General contract initially for 3 years, with possibility of renewal for a further 2 years.
5. (a) **Documents from:** As in 1. All requests must be made in writing, quoting the reference number 92/15/IX.C.1.
(b) **Requests not later than:** 13. 4. 1993.
(c) **Fee:** Free of charge.
6. (a) **Deadline for receipt of tenders:** 26. 4. 1993.
(b) **Address:** As in 1.
- (c) **Language(s):** One of the 9 official Community languages.
7. (a), (b)
8. **Deposits and guarantees:** Security of 5 % of the total estimated value of each lot to guarantee proper performance of contract.
9. **Financing and payment:** Payment within 60 days of receipt of invoice or request for payment itemizing services already provided.
- 10.
11. **Qualifications:** Tenders must be accompanied by:
a statement showing total annual turnover and annual turnover for services of the type covered by the contract performed over the last 3 years, together with balance sheets and trading accounts or other supporting documents;
a statement showing average annual staff complement over the last 3 years;
a description of the arrangements to be made to ensure continuity of work in Brussels throughout the entire contract, if the tenderer is not based in Brussels or nearby or does not have an office there.
12. **Tenders may lapse after:** 4 months from 26. 4. 1993.
13. **Award criteria (other than price):** Best value for money, having regard to technical quality, price, delivery date and esthetic and functional considerations.
- 14.
15. **Notice postmarked:** 1. 3. 1993.
16. **Notice received on:** 1. 3. 1993.

The social effects of telecommunications in Europe 1992/2002

(93/C 64/08)

1. **Contracting authority:** Commission of the European Communities, Directorate-General for Employment, Industrial Relations and Social Affairs, Unit for social dialogue at industry level (V/A/2), 200 Rue de la Loi, B-1049 Brussels.
 2. a) **Award procedure:** Open procedure (V/002/93).
 3. a)
 - b) **Nature of work:** Unit V/A/2 is responsible for overseeing sectoral social dialogue between the social partners.

The social partners on the joint committee on telecommunications, which was set up in July 1990, have examined the report on employment trends and structures in the telecommunications sector, compiled at the request of DG XIII in connection with the introduction of the green paper on telecommunications, and covering the period 1980/92. They are of the opinion that the abovementioned study is a valuable item of reference and therefore wish to have at their disposal:

 - an update of the abovementioned study;
 - projections up to the year 2002;
 - more detailed coverage of certain parts of the study, leaving aside others less relevant to social dialogue.

Applicants must provide proof of substantial experience in the area covered by this invitation to tender.
 4. **Time limit for completion:** The programme will be carried out from June 1993/April 1994.
 5. a) **Address from which documents may be requested:** As in 1, facsimile 295 91 33.
 - b) **Final date for making such requests:** 2. 4. 1993
 6. a) **Final date for receipt of tenders:** 20. 4. 1993
 - b) **Address:** As in 1, Mail and Filing Department, RP 11 5/57.
 - c) **Languages:** One of the Commission's official languages.
 7. a) , b), 8.
 9. **Main terms concerning financing and payment.** The main terms concerning financing and payment are included in the information file available from the address in 1.
 - 10.
 11. **Minimum standards required:** The minimum economic and technical standards required of the supplier are also given in the information file.
 12. **Period during which the tenderer is bound to keep open his tender:** 180 days from 1. 7. 1993.
 13. **Criteria for the award of the contract:** The criteria applicable for awarding the contract are given in the information file.
 - 14.
 15. **Date of dispatch of the notice:** 1. 3. 1993.
 16. **Date of receipt of the notice by the Office for Official Publications of the European Communities:** 1. 3. 1993.
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