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## Information and Notices

| <u>Notice No</u> | <u>Contents</u>  | <u>Page</u> |
|------------------|--|-------------|
|                  | <i>I Information</i>   |             |
|                  | <b>Commission</b>  |             |
| 96/C 258/01      | Ecu .....  | 1           |
| 96/C 258/02      | Average prices and representative prices for table wines at the various marketing centres .....  | 2           |
| 96/C 258/03      | Prior notification of a concentration (Case No IV/M.813 — Allianz/Hermes) <sup>(1)</sup> .....   | 3           |
| 96/C 258/04      | Prior notification of a concentration (Case No IV/M.792 — Temic/Leica — ADC JV) <sup>(1)</sup> .....   | 4           |
|                  | <i>II Preparatory Acts</i>   |             |
|                  | <b>Commission</b>  |             |
| 96/C 258/05      | Proposal for a Council Decision concerning the conclusion of the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part ..... | 5           |
|                  | Draft Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part .....  | 6           |



|             |   |    |
|-------------|---|----|
| 96/C 258/06 | Proposal for a Council Decision on the Exchange of Letters between the European Community and Chile concerning the provisional application of certain provisions of the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part | 19 |
|-------------|---|----|

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### III Notices

#### Commission

|             |  |    |
|-------------|--|----|
| 96/C 258/07 | European economic interest grouping — Notices published pursuant to Council Regulation (EEC) No 2137/85 of 25 July 1985 — Formation              | 22 |
| 96/C 258/08 | Office furniture 'storage facilities' — Restricted procedure   | 22 |
| 96/C 258/09 | Services inherent in the preparatory editing works of the Secretariat-General of the Commission — Open procedure                                 | 24 |
| 96/C 258/10 | Documentary analysis works involving legal/linguistic agreement for the Secretariat-General of the Commission — Open procedure                   | 26 |
| 96/C 258/11 | Selection of companies providing cleaning services — Notice of contract  | 27 |
| 96/C 258/12 | Services inherent in the preparation of the copy, documents and works of the Commission by the Secretariat-General of the Commission             | 28 |
| 96/C 258/13 | Provision of services contract involving management of the ECICS (European Customs Inventory of Chemical Substances) database — Open procedure   | 30 |
| 96/C 258/14 | Provision of services contract involving the updating of the ECICS (European Customs Inventory of Chemical substances) database — Open procedure | 32 |
| 96/C 258/15 | Selection of companies providing express mail services — Notice of contract  | 34 |
| 96/C 258/16 | Banking services — Notice of contract award  | 35 |

## I

(Information)

## COMMISSION

Ecu <sup>(1)</sup>

4 September 1996

(96/C 258/01)

Currency amount for one unit:

|                              |          |                      |          |
|------------------------------|----------|----------------------|----------|
| Belgian and Luxembourg franc | 39,2237  | Finnish markka       | 5,78145  |
| Danish krone                 | 7,35680  | Swedish krona        | 8,52656  |
| German mark                  | 1,90454  | Pound sterling       | 0,818761 |
| Greek drachma                | 304,056  | United States dollar | 1,28234  |
| Spanish peseta               | 161,024  | Canadian dollar      | 1,75655  |
| French franc                 | 6,52649  | Japanese yen         | 139,711  |
| Irish pound                  | 0,790399 | Swiss franc          | 1,55035  |
| Italian lira                 | 1942,42  | Norwegian krone      | 8,22687  |
| Dutch guilder                | 2,13510  | Icelandic krona      | 85,0065  |
| Austrian schilling           | 13,4018  | Australian dollar    | 1,61871  |
| Portuguese escudo            | 195,121  | New Zealand dollar   | 1,85122  |
|                              |          | South African rand   | 5,75452  |

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 fax answering service (No 296 10 97/296 60 11) providing daily data concerning calculation of the conversion rates applicable for the purposes of the common agricultural policy.

<sup>(1)</sup> 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).

## Average prices and representative prices for table wines at the various marketing centres

(96/C 258/02)

(Established on 3 September 1996 for the application of Article 30 (1) of Regulation (EEC) No 822/87)

| Type of wine and the various marketing centres | ECU per % vol/hl | % of GP <sup>o</sup> | Type of wine and the various marketing centres    | ECU per % vol/hl | % of GP <sup>o</sup> |
|--|------------------|----------------------|---|------------------|----------------------|
| <i>R I Guide price*</i>                        | 3,828            |                      | <i>A I Guide price*</i>                           | 3,828            |                      |
| Heraklion                                      | No quotation     |                      | Athens  | No quotation     |                      |
| Patras   | No quotation     |                      | Heraklion   | No quotation     |                      |
| Requena  | No quotation     |                      | Patras  | No quotation     |                      |
| Reus   | No quotation     |                      | Alcázar de San Juan                               | 2,504            | 65 %                 |
| Villafranca del Bierzo                         | No quotation (1) |                      | Almendralejo                                      | No quotation     |                      |
| Bastia   | No quotation     |                      | Medina del Campo                                  | No quotation (1) |                      |
| Béziers  | 4,119            | 108 %                | Ribadavia   | No quotation     |                      |
| Montpellier                                    | 4,221            | 110 %                | Villafranca del Penedés                           | No quotation     |                      |
| Narbonne                                       | No quotation     |                      | Villar del Arzobispo                              | No quotation     |                      |
| Nîmes  | 4,206            | 110 %                | Villarrobledo                                     | 2,592            | 68 %                 |
| Perpignan                                      | 4,071            | 106 %                | Bordeaux  | No quotation     |                      |
| Asti   | No quotation     |                      | Nantes  | No quotation     |                      |
| Florence                                       | No quotation (1) |                      | Bari  | No quotation     |                      |
| Lecce  | No quotation     |                      | Cagliari  | No quotation     |                      |
| Pescara  | No quotation     |                      | Chieti  | No quotation     |                      |
| Reggio Emilia                                  | No quotation     |                      | Ravenna (Lugo, Faenze)                            | 3,103            | 81 %                 |
| Treviso  | 4,186            | 109 %                | Trapani (Alcamo)                                  | No quotation     |                      |
| Verona (for local wines)                       | 4,556            | 119 %                | Treviso   | No quotation (1) |                      |
| Representative price                           | 4,222            | 110 %                | Representative price                              | 3,045            | 80 %                 |
| <i>R II Guide price*</i>                       | 3,828            |                      |   | ECU/hl           |                      |
| Heraklion                                      | No quotation     |                      | <i>A II Guide price*</i>                          | 82,810           |                      |
| Patras   | No quotation     |                      | Rheinpfalz (Oberhaardt)                           | No quotation (1) |                      |
| Calatayud                                      | No quotation     |                      | Rheinhessen (Hügelland)                           | 72,934           | 88 %                 |
| Falset   | No quotation     |                      | The wine-growing region of the Luxembourg Moselle | No quotation     |                      |
| Jumilla  | No quotation (1) |                      | Representative price                              | 72,934           | 88 %                 |
| Navalcarnero                                   | No quotation (1) |                      |   |                  |                      |
| Requena  | No quotation     |                      | <i>A III Guide price*</i>                         | 94,57            |                      |
| Toro   | No quotation     |                      | Mosel-Rheingau                                    | No quotation     |                      |
| Villena  | No quotation (1) |                      | The wine-growing region of the Luxembourg Moselle | No quotation     |                      |
| Bastia   | No quotation     |                      | Representative price                              | No quotation     |                      |
| Brignoles                                      | No quotation     |                      |   |                  |                      |
| Bari   | No quotation     |                      |   |                  |                      |
| Barletta                                       | No quotation     |                      |   |                  |                      |
| Cagliari                                       | No quotation     |                      |   |                  |                      |
| Lecce  | No quotation     |                      |   |                  |                      |
| Taranto  | No quotation     |                      |   |                  |                      |
| Representative price                           | No quotation (1) |                      |   |                  |                      |
|  | ECU/hl           |                      |   |                  |                      |
| <i>R III Guide price*</i>                      | 62,15            |                      |   |                  |                      |
| Rheinpfalz-Rheinhessen (Hügelland)             | No quotation     |                      |   |                  |                      |

(1) Quotation not taken into account in accordance with Article 10 of Regulation (EEC) No 2682/77.

\* Applicable from 1. 2. 1995.

o GP = Guide price.

**Prior notification of a concentration**  
**(Case No IV/M.813 — Allianz/Hermes)**

(96/C 258/03)

(Text with EEA relevance)

1. On 28 August 1996, the Commission received notification of a proposed concentration pursuant to Article 4 of Council Regulation (EEC) No 4064/89<sup>(1)</sup> by which the undertaking Allianz Aktiengesellschaft Holding, München, acquires within the meaning of Article 3 (1) (b) of the abovementioned Regulation control of Hermes Kredit Versicherungs-AG, Hamburg, by way of purchase of shares.

2. The business activities of the undertakings concerned are:

— Allianz: insurance,

— Hermes: insurance.

3. On 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 by fax (No (32 2) 296 43 01/296 72 44) or by post, under reference IV/M.813 — Allianz/Hermes, to the following address:

European Commission,  
Directorate-General for Competition (DG IV),  
Directorate B — Merger Task Force,  
Avenue de Cortenberg/Kortenberglaan 150,  
B-1040 Brussels.

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<sup>(1)</sup> 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.792 — Temic/Leica — ADC JV)**

(96/C 258/04)

(Text with EEA relevance)

1. On 28 August 1996, the Commission received notification of a proposed concentration pursuant to Article 4 of Council Regulation (EEC) No 4064/89 <sup>(1)</sup> by which the undertakings Temic Telefunken microelectronic GmbH, Heilbronn (Temic), controlled by Daimler Benz AG, Stuttgart and Leica AG, Heerbrugg/Switzerland controlled by Dr Stephan Schmidheiny (Schmidheiny Group) acquire within the meaning of Article 3 (1) (b) of the abovementioned Regulation joint control of the undertaking ADC Automotive Distance Control Systems GmbH, Friedrichshafen by way of purchase of shares in a newly created company constituting a joint venture.

2. The business activities of the undertakings concerned are:

- Temic: development, manufacture and sales of electronic components, groups and systems and of installations for their production;
- Leica AG: development, manufacture and sales of optosensoric products, microscopes, scientific instruments, cameras, instruments and systems for measurement and photogrammetric purposes;
- ADC: development, manufacture and sales of adaptive cruise control systems (ACC).

3. On 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 by fax (No (32 2) 296 43 01/296 72 44) or by post, under reference IV/M.792 — Temic/Leica — ADC JV, to the following address:

European Commission,  
Directorate-General for Competition (DG IV),  
Directorate B — Merger Task Force,  
Avenue de Cortenberg/Kortenberglaan 150,  
B-1040 Brussels.

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

## II

(Preparatory Acts)

## COMMISSION

**Proposal for a Council Decision concerning the conclusion of the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part**

(96/C 258/05)

COM(96) 259 final — 96/0149(ACC)

(Submitted by the Commission on 12 June 1996)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Articles 113 and 130y thereof, in conjunction with the first sentence of Article 228 (2) and the first subparagraph of paragraph 3 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the Parliament,

Whereas Article 130u of the Treaty provides that Community policy in the sphere of development cooperation should foster the sustainable economic and social development of the developing countries, the smooth and gradual integration of those countries into the world economy and the combating of poverty in those countries;

Whereas the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the Community and its Member States, of the one part, and the Republic of Chile, of the other part, should be approved,

HAS DECIDED AS FOLLOWS:

*Article 1*

The Framework Cooperation Agreement in preparation for the eventual establishment of a political and

economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part, is hereby approved on behalf of the European Community.

The text of the Agreement is attached to this Decision.

*Article 2*

In accordance with Article 33 of the Framework Cooperation Agreement, the President of the Council shall chair the Joint Cooperation Council and shall represent the Community on that Council. A representative of the Commission shall chair the Joint Cooperation Committee and the Joint Subcommittee on Trade in accordance with their rules of procedure and, assisted by the representatives of the Member States, shall represent the Community on those committees.

*Article 3*

The President of the Council shall give the notification provided for in Article 42 of the Agreement on behalf of the European Community.

*Article 4*

This Decision shall be published in the *Official Journal of the European Communities*.

**DRAFT FRAMEWORK COOPERATION AGREEMENT**

**in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part**

THE KINGDOM OF BELGIUM,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE HELLENIC REPUBLIC,

THE KINGDOM OF SPAIN,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE GRAND DUCHY OF LUXEMBOURG,

THE KINGDOM OF THE NETHERLANDS,

THE REPUBLIC OF AUSTRIA,

THE PORTUGUESE REPUBLIC,

THE REPUBLIC OF FINLAND,

THE KINGDOM OF SPAIN,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

Parties to the Treaty establishing the European Community and the Treaty on European Union, hereinafter referred to as the 'European Community Member States',

THE EUROPEAN COMMUNITY,

hereinafter referred to as the 'Community',

of the one part, and

THE REPUBLIC OF CHILE,

hereinafter referred to as 'Chile',

of the other part,

CONSIDERING their common cultural heritage and the deep historical, political and economic ties which unite them;

CONSIDERING the significant contribution made by the Framework Agreement for Cooperation between the Community and Chile signed on 20 December 1990 <sup>(1)</sup> to strengthening all these ties;

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<sup>(1)</sup> OJ No L 79, 26. 3. 1991.



CONSIDERING their full commitment to respect for democratic principles and fundamental human rights as set out in the Universal Declaration of Human Rights;

CONSIDERING the importance which both Parties attach to the principles and values set out in the final Declaration of the World Summit for Social Development in Copenhagen in March 1995;

MINDFUL of both Parties' desire to ensure sustainable development and also to conserve and protect the environment;

CONSIDERING their attachment to the market economy and reaffirming their willingness to maintain and strengthen the rules of free international trade in compliance with the rules of the World Trade Organization (WTO) and emphasizing, in particular, the importance of open regionalism;

CONSIDERING their mutual interest in establishing new contractual links in order to develop closer and more extensive cooperation, to expand and diversify trade and to increase investment;

CONSIDERING the political will of both Parties to achieve the ultimate objective of a political and economic association between the European Community and its Member States and Chile founded on greater political cooperation and progressive and reciprocal liberalization of all trade, with due allowance for the sensitivity of certain products and in compliance with the rules of the World Trade Organization, and on investment promotion and closer cooperation;

MINDFUL of the terms of the Joint Solemn Declaration on political dialogue in which both Parties have agreed on closer political dialogue to promote more intensive consultation on matter of mutual interest, with a view to basing their relations on the above long-term aim,

HAVE DECIDED to conclude this Agreement:

## TITLE I

### NATURE AND SCOPE

#### *Article 1*

#### **Basis of the Agreement**

Respect for democratic principles and fundamental human rights as set out in the Universal Declaration of Human Rights is at the heart of both Parties' domestic and external policies and constitutes an essential element of this Agreement.

#### *Article 2*

#### **Nature and scope**

1. This Agreement shall be aimed at strengthening existing relations between the Parties on the basis of reciprocity and mutual interest, paving the way for the progressive and reciprocal liberalization of trade, ultimately leading to the establishment of a political and economic association between the European Community and its Member States and Chile in conformity with the rules of the World Trade Organization (WTO) and with due allowance for the sensitivity of certain products.

2. To this end, the Agreement covers political dialogue, trade and economic matters, cooperation and other matters of mutual interest, its objective being to forge closer relations between the Parties and their respective institutions.

## TITLE II

### POLITICAL DIALOGUE

#### *Article 3*

1. The Parties agree to institute regular political dialogue on bilateral and international matters of mutual interest. Such dialogue shall be conducted in accordance with the Joint Declaration, which shall form an integral part of the Agreement.

2. The ministerial dialogue provided for in the Joint Declaration shall take place within the Council established by Article 33 of this Agreement or within other agreed forums of an equivalent level.

## TITLE III

TRADE COOPERATION AND PREPARATION FOR  
LIBERALIZATION OF TRADE

## Article 4

**Objectives**

The Parties undertake to forge closer relations with the aim of increasing and diversifying trade, preparing for progressive and reciprocal liberalization of trade and creating conditions conducive to the eventual establishment of a political and economic association, in conformity with WTO rules and with due allowance for the sensitivity of certain products.

## Article 5

**Dialogue on trade and economic matters**

1. The Parties undertake to hold regular dialogue on trade and economic matters, within the institutional framework established by Title VII of the Agreement, in order to meet the Agreement's trade objectives and prepare the ground for the eventual liberalization of trade.

2. The Parties shall agree on the areas to be covered by trade cooperation without excluding any sector.

3. Such cooperation shall in particular focus on the following:

(a) market access and liberalization of trade, the study and establishment of programmes for the reciprocal liberalization of trade (timetable and structure of negotiations, transitional periods, etc.);

(b) tariff and non-tariff barriers, quantitative restrictions on imports and exports and measures having equivalent effect: analyses, studies and management, including quotas, administrative standards applied to external trade, anti-dumping duties, safeguard clauses, technical standards, health and plant health legislation, mutual recognition of certification systems, etc;

(c) the Parties' tariff structure;

(d) compatibility of trade liberalization with WTO rules;

(e) identification of potential tariff reductions and elimination of quasi-tariff measures;

(f) definition of sensitive products and products given priority by the Parties;

(g) cooperation and exchange of information, within the Parties' respective areas of responsibility on transport, insurance and financial services;

(h) monitoring of restrictive practices;

(i) rules of origin which promote the use of regional inputs with a view to encouraging integration.

## Article 6

**Cooperation on standardization, accreditation, certification, metrology and conformity evaluation**

The Parties agree to cooperate on standardization, accreditation, certification, metrology and conformity evaluation. Such cooperation shall take the form in particular of:

(a) provision of technical assistance for Chile on standardization, accreditation, certification and metrology to develop an appropriate system and structures compatible:

— with international standards,

— with the basic requirements of health and safety protection, plant and animal protection, consumer protection and environmental conservation;

(b) negotiation of a mutual recognition framework agreement once an appropriate level of technology has been reached in the sectors concerned;

(c) cooperation between the Parties on technical standards to facilitate market access.

## Article 7

**Customs cooperation**

1. The Parties shall promote customs cooperation, acting within their respective areas of responsibility, with a view to improving and consolidating the legal framework for their trade relations.

A further objective of customs cooperation shall be to strengthen the Parties' customs arrangements and improve their operation within the framework of inter-institutional cooperation.

2. Such cooperation may take the form in particular of:

(a) exchanges of information, taking into account the need to protect personal data;

- (b) development of new training techniques and coordination of activities within the relevant international organizations;
- (c) exchanges of officials and senior personnel from customs and tax departments;
- (d) simplification of customs procedures;
- (e) technical assistance.

3. The Parties affirm their intent to give future consideration, within the institutional framework established by this Agreement, to the conclusion of a customs mutual assistance protocol.

#### *Article 8*

##### **Temporary importation of goods**

The Contracting Parties undertake to take account of relief from duties and taxes on temporary importation into their territory of goods covered international agreements on such matters.

#### *Article 9*

##### **Cooperation on statistics**

The Parties agree to promote the approximation of statistical methods with a view to using, on a mutually acceptable basis, statistics on trade in goods and services and, in general, statistics in any area which lends itself to statistical processing.

#### *Article 10*

##### **Cooperation on intellectual property**

1. The Parties agree to cooperate on intellectual property matters in order to promote trade in goods and services, investment, technology transfer, dissemination of information, cultural and creative activities and related economic activities.

2. For the purposes of this Article, intellectual property shall in particular encompass copyright, including copyright for computer programmes and databases, and related rights, trade or service marks, geographical indications, including designations of origin, industrial designs and models, patents and integrated circuit topographies, data protection and prevention of unfair competition as defined in Article 10bis of the Paris Convention for the Protection of Industrial Property.

3. The Parties agree to guarantee, within their respective laws, regulations and policies, adequate and effective protection of intellectual property rights in

accordance with the highest international standards laid down in the Agreement on aspects of trade-related intellectual property rights (Trips) concluded in the framework of the WTO, and, where necessary, to consider strengthening it, for example by concluding an agreement on the reciprocal protection and recognition of geographical indications and designations of origin.

4. Cooperation in this area may include technical assistance between the Parties in the form of joint programmes and projects.

5. In the event of trade disputes connected with the protection of intellectual property, the Parties may hold consultations in order to settle any doubt or difficulty relating to the application of their respective rules on the protection of intellectual property rights.

6. In research and other joint scientific activities undertaken in the field of science and technology, the Parties shall agree on the intellectual property rules to be applied to their results.

#### *Article 11*

##### **Cooperation on public procurement**

1. The Parties agree to cooperate to ensure, on a reciprocal basis, open, non-discriminatory and transparent procedures for their respective government and public sector procurement at central, federal, regional, provincial and local level.

2. In order to attain this objective, the Parties agree to consider the possibility of concluding an agreement on access in these sectors of procurement, generating transparent, fair conditions subject to clear complaint procedures.

3. Cooperation between the Parties in this area shall include technical assistance in matters connected with the Agreement on Government Procurement.

4. The Parties shall consider the possibility of holding annual consultations on this sector.

#### TITLE IV

##### **ECONOMIC COOPERATION**

#### *Article 12*

##### **Objectives**

1. In the light of the achievements of the Framework Agreement for Cooperation between the Community and

Chile of December 1990, both Parties undertake, under this Agreement, to consolidate and expand all areas of economic cooperation by cultivating synergies in productive activities, creating new opportunities and increasing economic competitiveness.

2. Economic cooperation between the Parties shall be as broad-based as possible. No sector shall be excluded from the outset, and account shall be taken of the Parties' respective priorities, mutual interests and areas of responsibility.

3. The Parties shall focus on cooperation which will foster economic and social relations and networks between companies (trade, investment, technology, information or communication systems).

4. Within the framework of this cooperation the Parties shall promote the exchange of information which will serve as a basis for the regular monitoring of macro-economic policies and balances and efficient market operation.

5. In view of the degree of liberalization achieved by Chile in the area of services, investment and scientific, technological and industrial cooperation, the Parties undertake to make a special effort to expand and consolidate cooperation in these areas.

6. The need to conserve the environment and ecological balances shall be taken into account by the Parties in any economic cooperation measures they undertake.

7. Any measures sponsored by the Parties in this field shall be guided by the principle of social development, and the promotion of fundamental social rights in particular.

#### *Article 13*

##### **Industrial and business cooperation**

1. The Parties shall promote industrial and business cooperation with the aim of establishing a climate conducive to economic development taking account of their mutual interests.

2. Such cooperation shall focus in particular on:

- (a) increasing trade flows, investment, industrial cooperation and technology transfer;

- (b) supporting industrial modernization and diversification;

- (c) identifying and eliminating obstacles to industrial cooperation between the Parties by means of measures which encourage respect for competition laws and help gear industry to market requirements, allowing for the participation and consultation of operators;

- (d) encouraging cooperation between economic operators on both sides, particularly small and medium-sized enterprises (SME);

- (e) promoting industrial innovation by developing an integrated and decentralized approach to cooperation among operators on both sides;

- (f) ensuring the overall consistency of measures which may have a positive influence on cooperation between businesses on both sides.

3. Such cooperation, which shall be based on a dynamic, integrated and decentralized approach, shall take the form in particular of:

- (a) encouraging closer organized contracts between businesses, particularly small and medium-sized enterprises (SMEs), and economic operators on both sides which will provide them with an opportunity to identify and exploit areas of mutual interest, paving the way for increased trade, investment and industrial and business cooperation projects in general, particularly by promoting joint ventures;

- (b) promoting business initiatives and cooperation projects which shall be identified through closer dialogue between Chilean and European operators' networks;

- (c) undertaking measures to support business cooperation, notably regarding industrial quality policies and industrial innovation, training and applied research, development and technology transfer.

#### *Article 14*

##### **Cooperation on services**

1. The Parties recognize the growing importance of services for their economic development. To this end they shall consolidate and step up cooperation in this sector, within their respective areas of responsibility and in accordance with the rules of the General Agreement on Trade in Services (GATS).

2. In terms of practical implementation the Parties shall identify the priority sectors in this area in order to ensure efficient use of available instruments.

Measures shall focus mainly on:

- (a) helping SMEs gain access to capital resources and market technologies;
- (b) promoting trade between the Parties and with the markets of third countries;
- (c) encouraging better and diversified productivity and competitiveness in this sector;
- (d) exchanging information on the rules, laws and regulations which govern trade in services;
- (e) exchanging information on the procedure for granting:
  - licences and certificates to professional service providers and
  - recognition of professional qualifications.
- (f) developing the tourism sector, with a view to improving the exchange of information and know-how in order to promote a sustainable and ordered development of the tourist amenity. To this end human resources development and joint operations in the tourist promotion and marketing fields will be encouraged.

#### Article 15

##### Investment promotion

The Parties shall help create, within their respective areas of responsibility, an attractive and stable environment for reciprocal investment.

Such cooperation shall take the form *inter alia* of:

- (a) arrangements for information, identification and dissemination relating to investment legislation and opportunities;
- (b) promoting the development of a legal environment conducive to investment between the Parties; if necessary, Chile and the Community Member States could conclude bilateral agreements to promote and protect investment and bilateral agreements to prevent double taxation;
- (c) developing harmonized and simplified administrative procedures;
- (d) developing joint investment, in particular with SMEs on both sides.

#### Article 16

##### Scientific and technical cooperation

1. The Parties agree to cooperate in the field of science and technology in areas of mutual interest, taking account of their respective policies.
2. The aims of such cooperation shall be:
  - (a) to encourage exchanges of information and know-how on science and technology, especially on the implementation of policies and programmes;
  - (b) to promote sustainable relations between the two Parties' scientific communities;
  - (c) to foster innovation in Chilean and European businesses;
  - (d) to promote technology transfer;
3. Cooperation shall take the form in particular of:
  - (a) joint research projects in areas of mutual interest, with the active participation of business where appropriate;
  - (b) exchanges of scientists to promote research, project preparation and high-level training;
  - (c) joint scientific meetings to promote the exchange of information, encourage interaction and identify areas where joint research might be undertaken;
  - (d) dissemination of results and development of links between the public and private sectors;
  - (e) exchanges of know-how on standardization;
  - (f) evaluation of the activities concerned.

4. In terms of practical implementation, the Parties shall encourage their respective higher education institutions, research centres and industrial sectors, in particular SMEs, to play an active role.

5. The Parties shall agree, without excluding any sector from the outset, on the areas, scope, nature and priorities of this cooperation, by establishing a multi-annual programme which can be adapted to circumstances.

#### Article 17

##### Energy cooperation

Cooperation between the Parties shall focus on fostering closer links between their economies in the sectors of renewable and non-renewable, conventional and

non-conventional energies, and energy-saving technologies.

Cooperation shall in particular take the following forms:

- (a) exchanges of information in all appropriate forms, including the development of databanks to be shared by economic operators on both sides, training and joint conferences;
- (b) technology transfer;
- (c) preparatory studies and project implementation by the relevant institutions of both Parties;
- (d) the participation of economic operators from the two Parties in joint technological development or infrastructure projects;
- (e) where appropriate the conclusion of specific agreements in key areas of mutual interest;
- (f) aid for Chilean institutions dealing with energy matters and the formulation of energy policy;
- (g) technical training programmes.

#### *Article 18*

##### **Cooperation on transport**

1. Cooperation in this area shall be aimed essentially at:
  - (a) support for the modernization of Chile's transport systems;
  - (b) efforts to increase personal mobility, the movement of goods and access to the transport market;
  - (c) promotion of operating standards.
2. Cooperation shall take the form in particular of:
  - (a) exchanges of information on respective transport policies and on other topics of mutual interest;
  - (b) training programmes for economic operators and senior public officials;
  - (c) exchange of information on the installation of monitoring stations forming part of the infrastructure of the Global Navigation Satellite System (GNSS).
3. Acting within their respective areas of responsibility, laws and international undertakings, the Parties shall look at all aspects relating to international maritime transport services to ensure that they do not hamper the mutual expansion of trade, paying particular attention to

the maintenance of unrestricted access to markets on a commercial and non-discriminatory basis.

#### *Article 19*

##### **Cooperation on the information society and telecommunications**

1. The Parties recognize that advanced information and communication technologies are a key sector in modern society and are vital to economic and social development and the smooth transition to an information society.
2. Cooperation between the Community and Chile in this area shall focus in particular on:
  - (a) dialogue on all aspects of the information society including telecommunications policy;
  - (b) exchanges of information and any technical assistance required on regulations and standardization, conformity testing and certification for information and telecommunication technologies;
  - (c) dissemination of new telecommunications and information technology and development of new advanced communication, services and information technology facilities;
  - (d) promoting and undertaking joint research and technological or industrial development projects in the field of new information, communication, telematics and information society technologies;
  - (e) providing an opportunity for Chilean institutions to take part in pilot projects and Community programmes, especially in the regional field, under the arrangements pertaining to the areas concerned;
  - (f) interconnection and interoperability of telematic networks and services in the Community and Chile.

#### *Article 20*

##### **Cooperation on environmental protection**

1. The Parties undertake to develop cooperation to protect, improve and prevent degradation of the environment, control pollution and encourage the rational use of natural resources, in the interests of sustainable development.

The emphasis shall be on conservation of ecosystems, the integrated management of natural resources, the

environmental impact of economic activities, the urban environment and depollution programmes.

2. Cooperation shall focus on:

- (a) projects to strengthen environmental structures and policies in Chile;
- (b) exchange of information and know-how covering various areas including the Parties' respective rules and standards;
- (c) environmental training and education;
- (d) technical assistance and the establishment of joint research programmes.

#### *Article 21*

##### **Cooperation on the agricultural and rural sector**

1. The Parties shall promote mutual cooperation in the agricultural and rural sector. To this end they shall examine:

- (a) measures to promote mutual trade in agricultural products;
- (b) environmental health and plant health measures and other related aspects, taking account of the legislation in force for both parties, in compliance with WTO rules.

2. The Parties shall take measures such as the mutual exchange of information, technical assistance and scientific and technological experiments to promote agricultural development cooperation.

#### TITLE V

##### **OTHER AREAS OF COOPERATION**

#### *Article 22*

##### **Objectives and scope**

The Parties will maintain cooperation on social development, public administration, information and communication, training and regional integration with particular emphasis on areas likely to contribute to the process of cooperation and to the eventual establishment of a political and economic association between the Parties.

#### *Article 23*

##### **Financial and technical cooperation and cooperation on social development**

1. The Parties reaffirm the importance of their financial and technical cooperation, which should be

geared towards combating extreme poverty and generally assisting the most deprived sections of the community.

2. Such cooperation may take the form of pilot programmes in the following areas:

- (a) job creation and vocational training;
- (b) management and administration of social services;
- (c) rural development and housing and regional planning;
- (d) health and primary education;
- (e) support for the grassroots organizations in civil society;
- (f) programmes and projects to create business and employment opportunities and thereby help to combat poverty;
- (g) programmes to improve the quality of life, notably of the most deprived sections of the community.

#### *Article 24*

##### **Cooperation on public administration and regional integration**

1. The Parties shall support cooperation on public administration to promote the adjustment of Chilean administrative systems to open trading in goods and services with Europe.

2. In this context the Parties shall work together to promote the administrative changes deriving from Latin American integration.

3. To this end, in support of Chile's objectives of administrative modernization, decentralization and regionalization, the Parties shall encourage cooperation within all institutions, drawing lessons from the instruments and policies of the European Community.

4. Cooperation shall be undertaken in particular through:

- (a) technical assistance to Chilean policy-making and executive bodies, including contacts between staff of the European institutions and their Chilean counterparts;
- (b) regular exchange of information taking whatever form is appropriate, including the use of computer networks; personal data protection shall be guaranteed in all areas where data are to be exchanged;
- (c) transfers of know-how;
- (d) preliminary studies and implementation of joint projects;

(e) training and institutional support.

#### Article 25

##### Inter-institutional cooperation

1. The Parties agree on the need to promote closer administrative cooperation between the institutions concerned.

2. Such cooperation shall be as broad-based as possible and shall focus in particular on:

- (a) any means of fostering regular exchanges of information, including joint development of computerized communication networks;
- (b) advice and information;
- (c) transfer of know-how.

#### Article 26

##### Cooperation on communication, information and culture

1. In view of Chile's very close cultural ties with Community Member States, the Parties will intensify cooperation in this area and on communication and information.

2. Within the Parties' respective areas of responsibility, the aim of such cooperation shall be to promote:

- (a) meetings between senior information and communication representatives and, where appropriate, technical assistance;
- (b) greater exchanges of information on matters of mutual interest;
- (c) organization of cultural events;
- (d) activities — studies and training schemes — aimed at protecting the cultural heritage.

3. The Parties agree to promote the broadest possible cooperation in the audiovisual and press sector.

#### Article 27

##### Cooperation on training and education

1. The Parties shall identify, within their respective areas of responsibility, ways of improving primary education, youth training, vocational training and inter-university and inter-business cooperation. Particular emphasis shall be given to vocational training for the most deprived sections of the community.

2. The Parties shall place emphasis on measures designed to create permanent links between Community and Chilean specialized agencies which will encourage the pooling of technical resources and exchanges of know-how.

3. These projects shall be undertaken mainly through:

- (a) agreements between educational and training institutions;
- (b) meetings between bodies responsible for education and training.

4. A further objective of cooperation in this area shall be the conclusion of sectoral agreements on education, training and youth-related matters.

#### Article 28

##### Cooperation on combating drug trafficking

1. Within their respective areas of responsibility, the Parties shall coordinate their efforts and intensify their cooperation to prevent drug abuse and illegal trafficking in drugs, the misuse of chemical precursors and the laundering of profits from drug-trafficking. To this end the Parties shall coordinate their cooperation activities and areas at bilateral level and in international organizations and forums.

2. Such cooperation, which shall make use of specialized agencies, shall focus on:

- (a) projects to train, educate, treat and rehabilitate drug addicts and programmes to prevent the illegal consumption of drugs;
- (b) joint research programmes;
- (c) training programmes for public officials on preventing and controlling drug trafficking, money laundering and on monitoring trade in essential chemical precursors etc;
- (d) exchange of relevant information and adoption of appropriate measures to combat drug trafficking and money laundering, in the framework of multilateral agreements in force and the recommendations of the Financial Action Task Force on Money Laundering (FATF);
- (e) prevention of the diversion of chemical precursors and other essential substances used for the illegal production of drugs and psychotropic substances. This prevention is based on the 1988 United Nations Convention, the principles adopted by the



Community and the relevant international authorities and on the recommendations of the Chemical Action Task Force (CATF).

3. The Parties may agree to extend such cooperation to other areas.

#### *Article 29*

##### **Cooperation on consumer protection**

1. The Parties agree that cooperation in this area should be aimed at refining their consumer protection systems and seeking, within their respective legislations, to make their systems compatible.

2. Cooperation shall focus mainly on:

- (a) exchange of information and experts;
- (b) organization of training schemes and provision of technical assistance.

#### *Article 30*

##### **Cooperation on fishing**

The Parties agree that, acting in compliance with international trade and environmental undertakings, cooperation in this area shall take the form of a regular dialogue to examine the possibility of establishing closer cooperation in the fisheries sector which could lead to a fisheries agreement.

#### *Article 31*

##### **Triangular cooperation**

The Parties, acknowledging the value of international cooperation for promoting equitable and sustainable development, agree to encourage triangular cooperation programmes with other countries in areas and sectors of mutual interest.

#### TITLE VI

##### MEANS

#### *Article 32*

1. In order to help attain the cooperation aims set out in this Agreement, the Parties undertake to make available, within the limit of their abilities and through their own channels, the appropriate resources, including financial resources.

2. The Parties shall call on the European Investment Bank to step up its activities in Chile in accordance with its own procedures and financing criteria.

#### TITLE VII

##### INSTITUTIONAL FRAMEWORK

#### *Article 33*

1. A Joint Council of the Framework Cooperation Agreement, hereinafter referred to as the Joint Council, is hereby established. It shall supervise the implementation of this Agreement and shall meet at ministerial level periodically and whenever circumstances require.

2. The Joint Council shall discuss important matters arising in connection with the Agreement and any other bilateral or international issues of mutual interest, with the aim of fulfilling the Agreement's objectives.

3. The Council may also make appropriate proposals by agreement with both Parties.

In carrying out its duties, the Joint Council shall be responsible in particular for making recommendations which contribute to the ultimate objective of political and economic association.

#### *Article 34*

1. The Joint Council shall be composed of members of the Council of the European Union and Members of the European Commission on the one hand, and Chilean representatives, on the other.

2. The Council shall adopt its own rules of procedure.

3. The Council shall be chaired in turn by a Community representative and a Chilean representative.

#### *Article 35*

1. The Joint Council shall be assisted in the performance of its duties by a Joint Committee composed of members of the Council of the European Union and Members of the European Commission, on the one hand, and of Chilean representatives, on the other.

2. The Joint Committee shall generally meet once a year, on a date and with an agenda agreed in advance by the Parties, in Brussels one year and Chile the next. Special meetings may be convened by mutual agreement. The office of chairman of the Joint Committee shall be held alternately by a representative of each of the Parties.

3. The Joint Council shall set out the Joint Committee's operating procedures in its own rules of procedure.

4. The Council may delegate all or part of its powers to the Joint Committee. The latter shall provide continuity between its meetings.

5. The Joint Committee shall assist the Council in the performance of its duties. In fulfilling these functions, the Joint Committee shall in particular:

- (a) foster trade relations in accordance with the objectives of this Agreement and in accordance with the provisions of Title III;
- (b) exchange opinions on future cooperation programmes and the resources available for their implementation and on any matter of mutual interest which relates to progressive and reciprocal liberalization of trade;
- (c) submit to the Joint Council proposals made by the Subcommittee on Trade with the aim of cultivating preparations for the progressive and reciprocal liberalization of trade and proposals intended to bring about closer cooperation in this area; and
- (d) in general, make proposals to the Joint Council which will contribute to the ultimate aim of an EU-Chile political and economic association.

#### *Article 36*

The Joint Council may decide to set up any other body to assist it in the performance of its duties and shall determine the body's composition, objectives and operating procedures.

#### *Article 37*

1. The Parties agree to establish a Joint Subcommittee on Trade which shall ensure that the trade-related objectives set out in Article 5 of the Agreement are fulfilled and shall undertake the preparatory work for the progressive and reciprocal liberalization of trade.

2. The Joint Subcommittee on Trade shall be composed of members of the Council of the European Union and Members of the European Commission, on the one hand, and Chilean representatives, on the other.

3. It may commission any studies or technical analyses which it deems necessary.

4. The Joint Subcommittee on Trade shall report at least once a year to the Joint Committee set up under Article 35 of the Agreement on the development of its work, and shall make proposals regarding the subsequent liberalization of trade.

5. The Joint Subcommittee on Trade shall submit its rules of procedure to the Joint Committee for approval.

#### *Article 38*

##### **Consultation**

Within their respective areas of responsibility, the Parties undertake to hold consultations on any matter covered by this Agreement.

The procedure for the consultations referred to above shall be laid down in the rules of procedure of the Joint Committee.

#### TITLE VIII

##### **FINAL PROVISIONS**

#### *Article 39*

##### **Definition of the Parties**

For the purposes of this Agreement, 'the Parties' shall mean the Community, its Member States or the Community and its Member States, within their respective areas of responsibility, as defined in the Treaty establishing the European Community, on the one hand, and Chile, on the other.

#### *Article 40*

##### **Future developments**

The Parties may agree to extend the Agreement with the aim of broadening and supplementing the scope and level of cooperation in accordance with their respective legislation, by concluding agreements on specific sectors or activities in the light of the experience gained during its implementation.

#### *Article 41*

##### **Territorial application**

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

#### *Article 42*

##### **Duration and entry into force**

1. This Agreement shall be valid indefinitely.

2. The Parties shall determine the suitability and timing of transition to political and economic association in the light of progress made under the Agreement in accordance with their own procedures and in the light of the work carried out and the proposals made within the institutional framework of this Agreement.

3. This Agreement shall enter into force on the first day of the month following the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

4. Notification shall be sent to the Secretariat-General of the Council of the European Union which shall be the depositary for the Agreement.

5. On its entry into force the Agreement shall replace the Framework Agreement for Cooperation between the European Community and the Republic of Chile signed on 20 December 1990.

#### *Article 43*

##### **Non-execution**

1. The Parties shall adopt any general or specific measure required for them to fulfil their obligations under this Agreement and shall ensure that they comply with the objectives laid down in the Agreement.

If one of the Parties considers that another Party has failed to fulfil an obligation under this Agreement it may take appropriate measures. Before doing so, except in cases of special urgency, it must supply the Joint Committee with all the relevant information required for a thorough examination of the situation with a view to seeking a solution acceptable to the Parties.

In this selection of measures, priority must be given to those which least disturb the functioning of this

Agreement. These measures shall be notified immediately to the Joint Committee and shall be the subject of consultation in the Committee if the other Party so requests.

2. The Parties agree that the term 'cases of special urgency' in paragraph 1 of this Article means a case of material breach of the Agreement by one of the Parties. A material breach of the Agreement consists of:

- (a) repudiation of the Agreement not sanctioned by the general rules of international law;
- (b) violation of the essential elements of the Agreement referred to in Article 1.

3. The Parties agree that the 'appropriate measures' referred to in this Article are measures taken in accordance with international law. If a Party takes a measure in a case of special urgency as provided for under this Article, another Party may ask that an urgent meeting be called to bring the Parties together within 15 days.

#### *Article 44*

##### **Authentic text**

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

### *ANNEX I*

## **JOINT DECLARATION ON POLITICAL DIALOGUE BETWEEN THE EUROPEAN UNION AND CHILE**

### **1. Preamble**

THE EUROPEAN UNION AND CHILE,

Conscious of their common cultural heritage and the deep historical, political and economic ties which unite them;

Guided by their attachment to democratic values, and reiterating the fact that respect for human rights, the freedom of the individual and the principles of the rule of law, as the foundations of a democratic society, lie at the root of their domestic and foreign policies and of their joint undertaking;

Wishing to consolidate international peace and security in accordance with the principles set out in the United Nations Charter, and determined to apply the principles of preventing and peacefully resolving international disputes;

Declaring their interest in using regional integration to promote sustainable and harmonious development for their inhabitants, using as a foundation the principles of social progress and solidarity between their members;

Taking as a basis the special ties established by the Framework Cooperation Agreement between the European Community and Chile;

Have decided to give relations between them a long-term perspective.

## 2. Aims

Mindful of the conclusions adopted by the Council of the European Union on 17 July 1995 in the wake of the communication on the strengthening of relations between the European Union and Chile, the Parties reiterate their intention to enter into an agreement which will express their political will to achieve their ultimate goal of political and economic association.

To that end, the Parties' have agreed to step up political dialogue in order to ensure that there is closer consultation in areas of common interest, primarily through coordination of the Parties' positions in the appropriate multilateral forums.

Such dialogue could include other participants from the region or, where possible, be conducted simultaneously with other established forms of political dialogue.

## 3. Procedures

The Parties have agreed that political dialogue on bilateral and international issues of common interest should take the form of:

- (a) periodic meetings between the President of Chile and the highest authorities of the European Union; the Parties should decide on the procedure to be used;
- (b) periodic meetings between Foreign Ministers; the Parties should decide on the procedure to be used;
- (c) periodic meetings between other ministers to discuss matters of common interest in cases in which the Parties consider that such meetings will result in closer relations;
- (d) periodic meetings between senior officials of both Parties.

## 4.

The European Union and Chile agree that this Joint Declaration should signal the beginning of closer and deeper relations.

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## ANNEX II

### JOINT DECLARATION ON THE DIALOGUE AT PARLIAMENTARY LEVEL

The Parties support the initiative put forward by the European Parliament and the Chilean Parliament to institutionalize a dialogue between them and state their willingness to foster the establishment and development of this parliamentary dialogue.

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## ANNEX III

## JOINT DECLARATION ON INTER-REGIONAL ECONOMIC COOPERATION

1. By common accord the Parties will seek ways of linking their methods of preparing for the liberalization of trade with the methods they employ in connection with other individual countries or regional entities, and particularly with the Southern Cone Common Market (Mercosur). Such activities will depend on how regional integration has progressed and on the degree to which they help to achieve the aims of the Agreement.
2. In that connection, the Parties will examine the possibility of Chile becoming involved in the cooperation programmes provided for in the Agreement between the European Community and its Member States and the Southern Cone Common Market and its member countries, and of Mercosur becoming involved in the cooperation programmes provided for in this Agreement. Procedures will be determined on a case-by-case basis by all interested Parties.

**Proposal for a Council Decision on the Exchange of Letters between the European Community and Chile concerning the provisional application of certain provisions of the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part**

(96/C 258/06)

COM(96) 259 final — 96/0150(ACC)

*(Submitted by the Commission on 12 June 1996)*

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Articles 113 thereof, in conjunction with the first sentence of Article 228 (2) thereof,

Having regard to the proposal from the Commission,

Whereas the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part, was signed by the Community and its Member States on . . . ,

Whereas the European Community and Chile undertook to establish procedures for the early application of certain provisions of that Agreement which deal with trade cooperation between the parties and the institutional framework for such cooperation,

Whereas the provisional application of the provisions in question will facilitate and promote closer trade relations between the European Community and Chile, pending the completion of the procedures required to bring the Agreement into force,

HAS DECIDED AS FOLLOWS:

*Article 1*

The attached Exchange of Letters between the Community and Chile, which provides for the provisional application of certain provisions of the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part, is hereby approved on behalf of the European Community.

*Article 2*

The Commission shall represent the Community within the bodies referred to in Articles 35 and 37 of the Agreement.

*Article 3*

This Decision shall be published in the *Official Journal of the European Communities*.

## ANNEX

## EXCHANGE OF LETTERS

**concerning the provisional application of certain provisions of the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part**

Brussels, ... 1996

*Letter No 1*

Sir,

I have the honour to refer to the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part, signed on 22 June 1996.

Pending the entry into force of that Agreement, I would propose that the European Community and the Republic of Chile, if the legal system of the latter so permits, apply provisionally the provisions of that trade cooperation Agreement as set out in Articles 4 to 7 and 9 of Title III of the Agreement.

During the period of provisional application, the relevant provisions of the Framework Cooperation Agreement between the European Community and the Republic of Chile, signed on 20 December 1990, will remain in force provided that they do not replicate or conflict with the provisions of the Agreement signed on 22 June 1996 which are applied provisionally.

I would propose, in addition, the provisional application of certain provisions concerning the setting-up of bodies to supervise the implementation of the cooperation Agreement as set out in Articles 35, 37 and 38 of the Agreement signed on 22 June 1996.

The Joint Committee specified in Article 35 of that Agreement will be responsible for matters which fell within the scope of the Joint Cooperation Committee set up under Article 17 of the Agreement signed on 20 December 1990.

The subcommittees and working groups set up under the 1990 Agreement will continue to perform the functions which fall within their scope.

Finally, I have the honour to propose that, if the foregoing points are accepted by Chile, this letter and its confirmation should together constitute an agreement between the European Community and Chile which would enter into force with effect from the date of your letter of confirmation.

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

*For the Council of the European Community*

*Letter No 2*

Sir,

I have the honour to acknowledge receipt of your letter of today's date concerning the provisional application of certain provisions of the Framework Cooperation Agreement in preparation for the eventual establishment of a political and economic association between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part, signed on 22 June 1996, which reads as follows:

'Pending the entry into force of that Agreement, I would propose that the European Community and the Republic of Chile, if the legal system of the latter so permits, apply provisionally the provisions of that trade cooperation Agreement as set out in Articles 4 to 7 and 9 of Title III of the Agreement.

During the period of provisional application, the relevant provisions of the Framework Cooperation Agreement between the European Community and the Republic of Chile, signed on 20 December 1990, will remain in force provided that they do not replicate or conflict with the provisions of the Agreement signed on 22 June 1996 which are applied provisionally.

I would propose, in addition, the provisional application of certain provisions concerning the setting-up of bodies to supervise the implementation of the cooperation Agreement as set out in Articles 35, 37 and 38 of the Agreement signed on 22 June 1996.

The Joint Committee specified in Article 35 of that Agreement will be responsible for matters which fell within the scope of the Joint Cooperation Committee set up under Article 17 of the Agreement signed on 20 December 1990.

The subcommittees and working groups set up under the 1990 Agreement will continue to perform the functions which fall within their scope.

Finally, I have the honour to propose that, if the foregoing points are accepted by Chile, this letter and its confirmation should together constitute an agreement between the European Community and Chile which would enter into force with effect from the date of your letter of confirmation.'

I have the honour to confirm that the Government of Chile is in agreement with the contents of your letter.

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

*For the Republic of Chile*

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## III

(Notices)

## COMMISSION

## EUROPEAN ECONOMIC INTEREST GROUPING

Notices published pursuant to Council Regulation (EEC) No 2137/85 of 25 July 1985 <sup>(1)</sup> —  
Formation

(96/C 258/07)

- |   |   |
|---|---|
| <p>1. <b>Name of grouping:</b> GEIE Alliance Prim'Holstein</p> <p>2. <b>Date of registration of grouping:</b> 5. 8. 1996</p> <p>3. <b>Place of registration of grouping:</b><br/>(a) <b>Member State:</b> F<br/>(b) <b>Place:</b> 25, rue du Général Foy, F-75008 Paris</p> <p>4. <b>Registration number of grouping:</b> RCS Paris<br/>C 407 899 954</p> | <p>5. <b>Publication(s):</b><br/>(a) <b>Full title of publication:</b> Bulletin officiel des annonces civiles et commerciales (BODACC)</p> <p>(b) <b>Name and address of publisher:</b> Bulletin officiel des annonces civiles et commerciales (BODACC), 26, rue Desaix, F-75015 Paris</p> <p>(c) <b>Date of publication:</b> 18. 8. 1996</p> |
|---|---|

<sup>(1)</sup> OJ No L 199, 31. 7. 1985, p. 1.

## Office furniture 'storage facilities'

## Restricted procedure

(96/C 258/08)

- |  |  |
|--|--|
| <p>1. <b>Name, address, telephone, telegraph, telex and facsimile numbers of the awarding authority:</b> European Commission, Directorate-General for Personnel and Administration, IX.C.1. Buildings policy - options and contracts Unit, Orban 1/69, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel.</p> <p>Tel. 296 79 75. Facsimile 295 23 72.</p> <p>2. a) <b>Award procedure chosen:</b> Restricted invitation to tender.</p> <p>b) <b>Where applicable, justification for use of the accelerated procedure:</b></p> <p>c) <b>Form of the contract for which tenders are being requested:</b> Purchase on the basis of framework contracts (specifications will be detailed in the tender documents).</p> | <p>3. a) <b>Place of delivery:</b> B-Brussels and other European Community premises.</p> <p>b) <b>Nature and quantity of the goods to be provided:</b> CPA reference No: 36.12.</p> <p><b>Group 3:</b></p> <p>lot 3A:</p> <p>3.1. locker: 10,</p> <p>lot 3B:</p> <p>3.2. office cabinet (with doors): 1 000,</p> <p>lot 3C:</p> <p>3.3. office cabinet (with shutter/curtain-type doors): 500,</p> <p>3.4. open bookcase: 500,</p> |
|--|--|



- lot 3D:
- 3.5. filing cabinet with 2 double drawers: 20,
- 3.6. filing cabinet with 4 drawers: 130,
- lot 3E:
- 3.7. modular filing cabinet: 10,
- lot 3F:
- 3.8. fixed shelving: 5 000 m,
- lot 3G:
- 3.9. mobile shelving: 500 m.
- Annual quantities, for information only; not binding on the Commission.
- c) **Indication of whether the supplier may tender for part of the goods concerned:** Possibility of tendering for 1 or more lots.
4. **Time limit for delivery, if any:**
5. **Where applicable, the legal form to be assumed by the grouping of suppliers to whom the contract is awarded:**
6. a) **Final date for receipt of requests to participate:** 30. 10. 1996.
- b) **Address to which they are to be sent:** As in 1. Requests to participate must include the documents requested in 9, and mention reference 96/30/IX.C.1.
- c) **Language(s) in which they must be drawn up:** 1 of the 11 official European Community languages.
7. **Final date for dispatch of invitations to tender:** 26. 2. 1997.
8. **Where applicable, deposit and guarantees required:** A deposit will be obligatory. It will constitute a maximum of 6 % of the budgeted annual turnover.
9. **Information concerning the supplier's own position, and the information and formalities necessary for an appraisal of the minimum economic and technical standards required of him:**
- The contract is intended for manufacturers or their duly authorized representatives. Candidates must enclose with their request to participate, mentioning reference 96/30/IX.C.1:
- a statement on the overall annual turnover for the past 3 financial years, accompanied by balance sheets and trading accounts or other supporting documents,
  - a statement on the number of years' experience in the manufacture/marketing of office furniture,
  - for authorized representatives, evidence of the instructions or representation contract from the manufacturer,
  - for each lot or article:
    - the annual production capacity,
    - the annual turnover for the past 3 financial years,
    - the references for similar contracts over the past 3 years,
  - for information purposes:
    - the portion of subcontracting in the manufacture of products, comprising movables,
    - where applicable, the organizational chart of the industrial/commercial group they belong to.
- The Commission reserves the right to inspect the tenderer's production capacities within the context of a plant visit.
10. **Criteria for the award of contract where they are not mentioned in the invitation to tender:** The economically most advantageous tender for each lot which will be awarded globally to 1 tenderer only. Tenders will be assessed in accordance with:
- price,
  - quality, in particular:
    - robustness/finish,
    - installation/assembly/storage/polyvalency of the equipment,
    - ergonomics/comfort,
    - design,
    - functionality.
    - guarantee, after-sales service.
11. **Envisaged number or range of suppliers which will be invited to tender:** Tenderers will be selected in accordance with replies to the minimum conditions required and listed in 9.
12. **Where applicable, prohibition on variants:**

13. **Other information:**
14. **Date of publication of the prior information notice in the Official Journal of the European Communities or references to its non-publication:** Not published.
15. **Date of dispatch of the notice:** 23. 8. 1996.
16. **Date of receipt by the Office for Official Publications of the European Communities:** 23. 8. 1996.
17. **Indicate whether or not the contract is covered by the GATT Agreement:** This contract is covered by the WTO's Agreement on public contracts.

### Services inherent in the preparatory editing works of the Secretariat-General of the Commission

#### Open procedure

(96/C 258/09)

1. **Awarding authority:** European Commission, Secretariat-General, Unit SG/B/4, for the attention of M. Bellieni, A-25 06/06, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel.
- Tel. (32-2) 296 21 35. Telex COMEU B 21877. Facsimile (32-2) 295 97 28. E-mail nicola.bellieni@sg.cec.be.
2. **Category and description:** CPC reference No: 88442.
- The European Commission intends concluding a contract for the provision of services inherent in the editing works scheduled by the Secretariat-General of the Commission's programme of publications involving the editing, on electronic media, of information extracted from documentary systems.
- From:
- electronic information available on documentary systems,
  - simple black/white images available on hard copy or in electronic form,
  - hard copies of complex elements (tables, formula, lists of numerical data),
- and with the appropriate computer tools (hardware and software):
- 1) editing of information in accordance with the models given for hard copy black/white presentation,
  - 2) appropriate digitization and introduction of images in the presentation,
  - 3) inputting, editing and appropriate introduction of complex elements in the presentation.
3. **Place of execution:** The services requested are to be carried out on Commission premises in B-Brussels.
4. a) Not applicable.  
b) Not applicable.
- c) Tenderers are required to mention the names and professional qualifications of the personnel responsible for carrying out the service.
5. Not applicable.
6. Not applicable.
7. **Duration of the contract or time limit for completion of the service:** The contract will run for 1 year and may be renewed annually by additional clause, without, however, exceeding a maximum of 5 years.
8. a) **Name and address of the service from which the necessary documents may be requested:** The tender documents may be obtained, free of charge, by writing to the European Commission (as in 1).  
b) **Final date for obtaining these documents:** 15 days prior to the final date for tender submissions.  
c) Not applicable.
9. a) **Submission and opening of tenders:** Final date for tender submissions: 52 days from the date of publication of this notice. Tenderers must ensure that their tenders are signed.

- b) **Address:** As in 1.
- c) **Language(s) of the tenders:** 1 of the official European Community languages.
10. a) **Persons authorized to be present at the opening of tenders:** 1 representative from each tenderer (identity document is required).
- b) **Date, time and place of the opening of tenders:** Tenders will be opened on 9. 12. 1996 (10.00), in the building in rue Archimède 25, Sixth Floor, B-1049 Brussels.
11. No deposit or guarantee is required.
12. **Main financing and payment procedures:** The tender must be in ecus, per person, per day, for a maximum of 220 days per annum. Payments will be made on presentation, at the end of each month, of an invoice giving the number of days on which the services have effectively been carried out, per person.
13. **Legal form of the grouping:** Not applicable.
14. **Selection criteria for applications:** The only tenders which will be considered will be those accompanied by the following information and documents:
- a) the training profiles and linguistic and scientific knowledge of the persons to be assigned to the tasks in question;
- b) a statement on the overall turnover and turnover involving similar services realized over the past 3 financial years,
- c) bankers' references with respect to the tenderer's financial and economic capacity;
- d) a statement on the service provider's average annual manpower and the number of managerial staff over the past 3 years;
- e) indication of the academic and professional qualifications of the tenderer and/or the company's managerial staff and, in particular, the person or persons responsible for the project;
- f) indication of the proportion of the contract which the tenderer possibly intends subcontracting;
- g) presentation of a list of similar services provided over the past 3 years, with details of the value, date, and public or private recipients of the services provided:
- where awarding authorities are involved, evidence must be provided in the form of certificates issued or countersigned by the competent authority;
- where private purchasers are involved, the services must be certified by the purchaser, or, failing this, simply declared as having been carried out by the service provider.
15. **Tenders will lapse after:** 12 months from the final date for tender submissions.
16. **Contract award criteria:** The economically most advantageous tender taking account of:
- a) price;
- b) technical merit.
17. **Other information:** Tenders must be accompanied by the following information and documents:
- a) corporate name, information on the contact person, address, telephone, telex and/or facsimile, and E-mail numbers, where applicable;
- b) the tenderer's legal status.
- Additional information may be obtained from M. Bellieni at the address in 1.
18. No pre-information notice has been published.
19. **Date of dispatch of this notice:** 22. 8. 1996.
20. **Date of receipt by the Office for Official Publications of the European Communities:** 22. 8. 1996.
21. This notice is covered by the GATT Agreement (Annex 1A DIR 92/50/EEC of 18. 6. 1992).

**Documentary analysis works involving legal/linguistic agreement for the Secretariat-General of the Commission**

**Open procedure**

(96/C 258/10)

1. **Awarding authority:** European Commission, Secretariat-General, Unit SG/B/4, for the attention of M. Bellieni, A-25/06/06, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel.  
  
Tel. (32-2) 296 21 35. Facsimile (32-2) 295 97 28.  
Telex COMEU B 21877. E-mail nicola.bellieni@sg.cec.be.
2. **Category and description:** Provision of intellectual services. CPC reference Nos: 865; 866.  
  
Within the context of the editing works scheduled by the Secretariat-General of the Commission's programme of publications, the following works are to be carried out:  
  
lot 1) documentary analysis of legal/linguistic agreement in French,  
  
lot 2) documentary analysis of legal/linguistic agreement in the 11 official European Community languages.
3. **Place of execution:** The services required are to be carried out on Commission premises in B-Brussels (lot 1) or on the contracting party's premises (lot 2).
4. a) Not applicable.  
  
b) Not applicable.  
  
c) Tenderers are required to mention the professional qualifications of the personnel to be responsible for carrying out the service.
5. Tenderers may elect to tender for 1 or more lots.
6. Not applicable.
7. **Duration of the contract or time limit for completion of the service:** The contract will run for 1 year and may be renewed annually by additional clause, without, however, exceeding a maximum duration of 5 years.
8. a) **Name and address of the service from which the necessary documents may be requested:** The tender documents may be obtained, free of charge, by writing to the European Commission (as in 1).  
  
b) **Final date for obtaining these documents:** 15 days prior to the final date for tender submissions.  
  
c) Not applicable.
9. a) **Submission and opening of tenders:** Final date for tender submissions: 52 days from the date of publication of this notice. Tenderers must ensure that their tenders are signed.  
  
b) **Address:** As in 1.  
  
c) **Language(s):** 1 of the official Community languages.
10. a) **Persons authorized to be present at the opening of tenders:** 1 representative from each tenderer (identity document is required).  
  
b) **Date, time and place of tender opening:** Tenders will be opened on 6.12.1996 (10.00), in the building in rue Archimède 25, Sixth Floor, B-1049 Brussels.
11. No deposits or guarantees are required.
12. **Main financing and payment procedures:** Tenders must be in ecus, per person, per day for a maximum of 220 days per annum. Payments will be made on presentation, at the end of each month, of an invoice giving the number of days on which services have effectively been provided, per person.
13. **Legal form of the grouping:** Not applicable.
14. **Selection criteria for applications:** The only tenders which will be considered will be those accompanied by the following information and documents:
  - a) the training profiles and linguistic and scientific knowledge of the persons to be assigned to the tasks in question;
  - b) a statement on the overall turnover and turnover involving similar services realized over the past 3 financial years,
  - c) bankers' references with respect to the tenderer's financial and economic capacity;
  - d) a statement on the service provider's average annual manpower and the number of managerial staff over the past 3 years;

- e) indication of the academic and professional qualifications of the tenderer and/or the company's managerial staff and, in particular, the person responsible for the project;
- f) indication of the proportion of the contract which the tenderer possibly intends subcontracting;
- g) presentation of a list of similar services provided over the past 3 years, with details of the value, date, and public or private recipients of the services provided:
- where awarding authorities are involved, evidence must be provided in the form of certificates issued or countersigned by the competent authority;
  - where private purchasers are involved, the services must be certified by the purchaser, or, failing this, simply declared as having been carried out by the service provider,
- h) a statement on the tools, equipment and technical plant available to the service provider for carrying out the services (lot 2).
15. **Tenders will lapse after:** 12 months from the final date for tender submissions.
16. **Contract award criteria:** The economically most advantageous tender taking account of:
- a) price;
  - b) technical merit.
17. **Other information:** Tenders must be accompanied by the following information and documents:
- a) corporate name, information on the contact person, address, telephone, telex and/or facsimile, and e-mail numbers, where applicable;
  - b) the tenderer's legal status.
- Additional information may be obtained from M. Bellieni at the address in 1.
18. No pre-information notice has been published.
19. **Date of dispatch of this notice:** 22. 8. 1996.
20. **Date of receipt by the Office for Official Publications of the European Communities:** 22. 8. 1996.
21. This contract is covered by the GATT Agreement (Annex 1A DIR 92/50/EEC of 18. 6. 1992).

### Selection of companies providing cleaning services

#### Notice of contract

(96/C 258/11)

1. **Contracting authority:** European Training Foundation, Villa Gualino, viale Settimio Severo, 65, I-Turin.  
Tel. (011) 630 22 22. Facsimile (011) 630 22 00.
2. **Description of procedure:** Open procedure.
3. **Nature and duration of the contract:** Annual contract to provide cleaning services, renewable yearly.
4. **Place of execution of the services:** European Training Foundation, Villa Gualino, viale S. Severo, 65, I-Turin.
5. **Tender documents requested:** The tender documents may be requested either by mail or by facsimile, to be sent to the address in 1 for the attention of Mr Yassin Belakhdar by 16. 9. 1996.
6. **Tender receipt:** The offers should be received on 9. 10. 1996 (12.00).  
The offers, preferably written in English (if not, a summary in English should be added), must be addressed as in 1.
7. **Award criteria:** Best price/quality ratio.
8. **Date of dispatch of the present notice:** 26. 8. 1996.
9. **Validity of the tender:** The tenderer is required to keep his tender open for 6 months starting on 9. 10. 1996.

**Services inherent in the preparation of the copy, documents and works of the Commission by the Secretariat-General of the Commission**

(96/C 258/12)

1. **Awarding authority:** European Commission, Secretariat-General, Unit SG/B/4, for the attention of M. Bellieni, A-25 06/06, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel.

Tel. (32-2) 296 21 35. Facsimile (32-2) 295 97 28. Telex COMEU B 21877. E-mail nicola.bellieni@sg.cec.ce.

2. **Category and description:** CPC reference No: 88442.

Within the context of provision of services for the preparation of the copy of Commission documents and works, by the Secretariat-General, the following works are to be carried out:

lot 1) preparation, linguistic agreement - reading of the inputted texts and documents in French,

lot 2) preparation, linguistic agreement - reading of the inputted texts and documents in Spanish,

lot 3) preparation, linguistic agreement - reading of the inputted texts and documents in Danish,

lot 4) preparation, linguistic agreement - reading of the inputted texts and documents in German,

lot 5) preparation, linguistic agreement - reading of the inputted texts and documents in Greek,

lot 6) preparation, linguistic agreement - reading of the inputted texts and documents in English,

lot 7) preparation, linguistic agreement - reading of the inputted texts and documents in Italian,

lot 8) preparation, linguistic agreement - reading of the inputted texts and documents in Dutch,

lot 9) preparation, linguistic agreement - reading of the inputted texts and documents in Portuguese,

lot 10) preparation, linguistic agreement - reading of the inputted texts and documents in Finnish,

lot 11) preparation, linguistic agreement - reading of the inputted texts and documents in Swedish.

3. **Place of execution:** The services requested are to be carried out on Commission premises in B-Brussels.

4. a) Not applicable.

b) Not applicable.

c) Tenderers are required to mention the professional qualifications of the personnel to be responsible for carrying out the service.

5. Tenderers may elect to tender for 1 or more lots.

6. Not applicable.

7. **Duration of the contract or time limit for completion of the service:** The contract will run for 1 year and may be renewed annually by additional clause, without, however, exceeding a maximum of 5 years.

8. a) **Information for obtaining the documents:** Tender documents may be obtained, free of charge, by writing to the European Commission (as in 1).

b) **Final date for obtaining these documents:** 15 days prior to the final date for tender submissions.

c) Not applicable.

9. a) **Submission and opening of tenders:** Final date for tender submissions: 52 days from the date of publication of this notice. Tenderers must ensure that their tenders are signed.

b) **Address:** As in 1.

c) **Language(s):** 1 of the official Community languages.

10. a) **Persons authorized to be present at the opening of tenders:** 1 representative from each tenderer (identity document is required).

- b) **Date, time and place of the opening of tenders:** Tenders will be opened on 10. 12. 1996 (10.00), in the building in rue Archimède 25, Sixth Floor, B-1049 Brussels.
11. No deposits or guarantees are required.
12. **Main financing and payment procedures:** Tenders must be in ecus, per person, per day, for a maximum of 220 days per annum. Payments will be made on presentation, at the end of each month, of an invoice giving the number of days on which services have effectively been provided, per person.
13. **Legal form of the grouping:** Not applicable.
14. **Selection criteria for applications:** The only tenders which will be considered will be those accompanied by the following information and documents:
- the training profiles and linguistic and scientific knowledge of the persons to be assigned to the tasks in question;
  - a statement on the overall turnover and turnover involving similar services realized over the past 3 financial years,
  - bankers' references with respect to the tenderer's financial and economic capacity;
  - a statement on the service provider's average annual manpower and the number of managerial staff over the past 3 years;
  - indication of the academic and professional qualifications of the tenderer and/or the company's managerial staff and, in particular, the person responsible for the project;
  - indication of the proportion of the contract which the tenderer possibly intends subcontracting;
  - presentation of a list of similar services provided over the past 3 years, with details of the value, date, and public or private recipients of the services provided:
- where awarding authorities are involved, evidence must be provided in the form of certificates issued or countersigned by the competent authority;
  - where private purchasers are involved, the services must be certified by the purchaser, or, failing this, simply declared as having been carried out by the service provider.
15. **Tenders will lapse after:** 12 months from the final date for tender submissions.
16. **Contract award criteria:** The economically most advantageous tender taking account of:
- price;
  - technical merit.
17. **Other information:** Tenders must be accompanied by the following information and documents:
- corporate name, information on the contact person, address, telephone, telex and/or facsimile, and e-mail numbers, where applicable;
  - the tenderer's legal status.
- All additional information may be obtained from M. Bellieni at the address in 1.
18. No pre-information notice has been published.
19. **Date of dispatch of this notice:** 22. 8. 1996.
20. **Date of receipt by the Office for Official Publications of the European Communities:** 22. 8. 1996.
21. This contract is covered by the GATT Agreement (Annex 1A DIR 92/50/EEC of 18. 6. 1992).

**Provision of services contract involving management of the ECICS (European Customs Inventory of Chemical Substances) database**

**Open procedure**

(96/C 258/13)

1. **Awarding authority:** European Commission, Directorate-General XXI - Customs and Indirect Taxation, Mr J. Currie, DG XXI, MDB 4/21, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel.

Facsimile (32-2) 296 19 30.

2. **Category of service:** Other services, Category 27.

**Description of service:** The Commission intends calling upon an intramural expert for managing a database, ECICS, developed by DG XXI.

The database ECICS (European Customs Inventory of Chemical Substances) is a centralized information system comprising over 34 800 chemical denominations in 9 official Community languages. This system enables the following to be known instantly: the tariff classification of approximately 28 300 chemical products in the European Union's customs tariff. ECICS contains, among others, chemical denominations, CAS (Chemical Abstracts Service Registry Numbers) Nos and the combined nomenclature codes. The system comprises a translation module.

ECICS is essentially used for the dissemination of information on tariff classifications involving marketed chemical products and for the publication of the complete inventory once a year.

The services to be provided involve managing the ECICS database. These tasks comprise, in particular, management and operation of the database, maintenance of the database, participation in current projects with a view to extending the current ECICS system, and involve contact with other internal and external Commission services.

These services require chemical knowledge and knowledge of the customs tariff nomenclature as well as experience in database management and operation.

3. **Place of execution:** Commission premises in B-Brussels.

4. Legal persons are required to indicate the names and professional qualifications of the personnel responsible for carrying out the service.

5.

6. Variants are not permitted.

7. **Contract duration:** An initial 1-year contract (i.e. 220 working days) which may be renewed annually without, however, exceeding a total duration of 3 years (i.e. 660 working days).

8. a) **Requests for tender documents and additional information:** Requests for tender documents are to be sent by letter or facsimile only to the European Commission, DG XXI, Mrs M. Massagé, MDB 4/16, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel, facsimile (32-2) 295 65 01.

Requests must mention the applicant's name and address as well as the invitation to tender reference, i.e. No XXI/96/CB-3033.

Requests for additional technical information are to be sent by letter or facsimile only to the European Commission, DG XXI, Mrs C. Piccinni Leopardi, MDB 1/2, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel, facsimile (32-2) 296 43 46.

These requests must mention the tenderer's name and address, and invitation to tender reference (XXI/96/CB-3033).

b) **Final date for making requests:** The requests as in 8 (a) will not be considered after 4. 10. 1996.

9. a) **Final date for receipt of tenders:** Final date for tender submissions: 17. 10. 1996 (16.00), at Bureau MDB 4/16, rue du Luxembourg 46, B-1040 Brussels.

b) **Address to which they are to be sent:** European Commission, Financial Sector, Mrs M. Massagé (MDB 4/16), rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel.

c) Tenders must be drawn up in 1 of the European Community languages.

10. a) Tenderers wishing to be present at the opening of tenders are requested to advise Mrs M. Massagé (facsimile (32-2) 295 65 01) in writing only, a minimum of 5 working days prior to the opening of tenders.



- b) Date, time and place of this opening:  
18. 10. 1996 (10.30), rue de Luxembourg 46,  
B-1000 Brussels.
11. **Deposits and guarantees required:** No deposit will be required.
12. **Financing and payment procedures:** The main financing and payment conditions are those applied by the Commission to standard service contracts. The specific conditions are in the tender documents.
13. a) This invitation to tender is intended for the self-employed and legal entities.
- b) Tenderers may submit their tender(s) individually or in partnership with others. If a joint tender is submitted by several partners, 1 of them will be designated representative within the context of the contract.
14. **Information on the supplier's own position and information and formalities necessary for an appraisal of the minimum economic capacities required of him:**
- a) Tenderers not submitting the following documents will be excluded from the contract:
- recent extract from the professional register provided for by legislation in the Member State in which the supplier is established,
  - certificate from the social security organization indicating that the company has fulfilled its obligations regarding contributions,
  - certificate to the effect that the company has fulfilled its obligations regarding payment of taxes and duties in accordance with the legal provisions of the country in which he is established,
  - certificate from the competent authorities of the Member State involved to the effect that the applicant is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or for an arrangement with creditors.
- b) Evaluation of the financial and economic capacity on the basis of:
- a brief description of the supplier's economic activity relating to the supply involved in this contract,
  - balance sheets and profit and loss accounts for the past 3 financial years, where publication of the balance sheets is stipulated by the company legislation of the country in which the supplier is established,
  - the interim accounts situation at the end of the quarter preceding publication of this contract notice,
  - the overall turnover and the turnover relating to the supply involved in this contract carried out by the supplier over the past 3 financial years.
- c) Evaluation of the applicant's technical capacity on the basis of:
- thorough chemical knowledge, supported by a university degree in chemical science and experience in this field,
  - thorough knowledge of the customs nomenclature (HS and CN) and experience in this field,
  - thorough knowledge of the chemical nomenclature (especially IUPAC, ISO, WHO nomenclatures) and experience in this field,
  - experience in database management and operation,
  - linguistic knowledge appropriate to the services to be provided.
15. **Tenders will lapse after:** 6 months from the closing date.
16. **Contract award criteria:** The economically most advantageous tender. Tenders will be evaluated on the basis of the following criteria:
- applicant's level of experience and extent of cover as regards linguistic requirements,
  - technical assistance,
  - technical quality of the tender,
  - price.
- 17.
18. **Date of publication of the prior information notice in the Official Journal of the European Communities or reference to its non-publication:**
19. **Date of dispatch of the notice:** 26. 8. 1996.
20. **Date of receipt by the Office for Official Publications of the European Communities:** 26. 8. 1996.
21. This contract notice is not subject to the GATT Agreement.

**Provision of services contract involving the updating of the ECICS (European Customs Inventory of Chemical substances) database**

**Open procedure**

(96/C 258/14)

1. **Awarding authority:** European Commission, Directorate-General XXI - Customs and Indirect Taxation, Mr J. Currie, DG XXI, MDB 4/21, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel.

Facsimile (32-2) 296 19 30.

2. **Category of service:** Other services, Category 27.

**Description of service:** The Directorate-General XXI intends calling for technical assistance (workload estimation: 2 extramural experts per annum) in updating a database, ECICS, developed by DG XXI.

The database ECICS (European Customs Inventory of Chemical Substances) is a centralized information system comprising over 34 800 chemical denominations in 9 official Community languages. This system enables the following to be known instantly: the tariff classification of approximately 28 300 chemical products in the European Union's customs tariff. ECICS contains, among others, chemical denominations, CAS (Chemical Abstracts Service Registry Numbers) Nos and the combined nomenclature codes. The system comprises a translation module.

ECICS is essentially used for the dissemination of information on tariff classifications involving marketed chemical products and for the publication of the complete inventory once a year.

The database must be updated regularly on the basis of work involving the identification of new products with a commercial interest and their tariff classification, and on the basis of the review of proposals sent to the Commission by the Member States, associations, companies and private individuals.

Dossiers to be analysed will be supplied on a gradual basis by DG XXI. Based on these dossiers, service providers will draft proposals for updating the ECICS. The documents are to be drawn up in accordance with DG XXI standards.

These services require thorough chemical knowledge (including the chemical nomenclature) and

knowledge of the customs tariff nomenclature as well as linguistic knowledge appropriate to the field.

3. **Place of execution:** The works will be carried out on the contracting party's premises.

Monthly meetings with DG XXI are scheduled in B-Brussels.

4. Legal persons are required to indicate the names and professional qualifications of the personnel to be responsible for carrying out the service.

5.

6. Variants are not permitted.

7. **Duration of contract:** 3-year contract commencing 1/1997.

8. a) **Requests for tender documents and additional information:** Requests for tender documents are to be sent by letter or facsimile only to the European Commission, DG XXI, Mrs M. Massagé, MDB 4/16, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel, facsimile (32-2) 295 65 01.

Requests must mention the tenderer's name and address and invitation to tender reference, i.e. No XXI/96/CB-3035.

Requests for additional technical information are to be sent by letter or facsimile only to the European Commission, DG XXI, Mrs C. Piccinni Leopardi, MDB 1/2, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel, facsimile (32-2) 296 43 46.

These requests must mention the tenderer's name and address, and invitation to tender reference (XXI/96/CB-3035).

- b) **Final date for making requests:** The requests as in 8 (a) will not be considered after 4. 10. 1996.

9. a) **Final date for receipt of tenders:** Final date for tender submissions: 17. 10. 1996 (16.00), at Bureau MDB 4/16, rue du Luxembourg 46, B-1040 Brussels.
- b) **Address to which they are to be sent:** European Commission, Financial Sector, Mrs M. Massagé (MDB 4/16), rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel.
- c) Tenders must be drawn up in 1 of the European Community languages.
10. a) Tenderers wishing to be present at the opening of tenders are requested to advise Mrs M. Massagé (facsimile (32-2) 295 65 01) in writing only, a minimum of 5 working days prior to the opening of tenders.
- b) Date, time and place of this opening: 18. 10. 1996 (11.30), rue de Luxembourg 46, B-1000 Brussels.
11. **Deposits and guarantees requested:** 5 % of the contract value.
12. **Financing and payment procedures:** The main financing and payment conditions are those applied by the Commission to standard service contracts. The specific conditions are in the tender documents.
13. **Legal form of the grouping:** Tenderers may submit their tender(s) individually or in partnership with others. If a joint tender is submitted by several partners, 1 of them will be designated representative within the context of the contract.
14. **Information on the supplier's own position and information and formalities necessary for an appraisal of the minimum economic capacities required of him:**
- a) Tenderers not submitting the following documents will be excluded from the contract:
- recent extract from the professional register provided for by legislation in the Member State in which the supplier is established,
  - certificate from the social security organization indicating that the company has fulfilled its obligations regarding contributions,
  - certificate to the effect that the company has fulfilled its obligations regarding payment of taxes and duties in accordance with the legal provisions of the country in which he is established,
  - certificate from the competent authorities of the Member State involved to the effect that the applicant is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or for an arrangement with creditors.
- b) Evaluation of the financial and economic capacity on the basis of:
- a brief description of the supplier's economic activity relating to the supply involved in this contract,
  - balance sheets and profit and loss accounts for the past 3 financial years, where publication of the balance sheets is stipulated by the company legislation of the country in which the supplier is established,
  - the interim accounts situation at the end of the quarter preceding publication of this contract notice,
  - the overall turnover and the turnover relating to the supply involved in this contract carried out by the supplier over the past 3 financial years.
- c) Evaluation of the applicant's technical capacity on the basis of:
- thorough chemical knowledge and experience in this field,
  - thorough knowledge of the customs nomenclature (HS and CN) and experience in this field,
  - thorough knowledge of the chemical nomenclature (especially IUPAC, ISO, WHO nomenclatures) and experience in this field,
  - linguistic knowledge appropriate to the services to be provided,
  - access to quality bibliographical sources in the appropriate field,
  - minimum type-PC 486 technical equipment installed with MS-Office, a CD-ROM reader, a modem or X-25 connection and having 300 Mb free space.
15. **Tenders will lapse after:** 6 months from the closing date.

16. **Contract award criteria:** The economically most advantageous tender. Tenders will be evaluated on the basis of the following criteria:
- applicant's level of experience and extent of cover as regards linguistic requirements,
  - level of technical assistance made available by the Commission,
  - technical quality of the tender,
  - price.
- 17.
18. **Date of publication of the prior information notice in the Official Journal of the European Communities or reference to its non-publication:**
19. **Date of dispatch of the notice:** 26. 8. 1996.
20. **Date of receipt by the Office for Official Publications of the European Communities:** 26. 8. 1996.
21. This contract notice is not subject to the GATT Agreement.

### Selection of companies providing express mail services

#### Notice of contract

(96/C 258/15)

1. **Contracting authority:** European Training Foundation, Villa Gualino, viale Settimio Severo, 65, I-Turin.  
Tel. (011) 630 22 22. Facsimile (011) 630 22 00.
2. **Description of procedure:** Open procedure.
3. **Nature and duration of the contract:** Annual contract to provide express mail services, renewable yearly.
4. **Place of execution of the services:** Worldwide and in particular EU, Central and Eastern European countries, the New Independent States and Mongolia.
5. **Tender documents requested:** The tender documents may be requested either by mail or by facsimile, to be sent to the address in 1 for the attention of Mr Yassin Belakhdar by 19. 9. 1996.
6. **Tender receipt:** The offers should be received on 14. 10. 1996 (12.00).  
The offers, preferably written in English (if not, a summary in English should be added), must be addressed as in 1.
7. **Award criteria:** Best price/quality ratio.
8. **Date of dispatch of the present notice:** 26. 8. 1996.
9. **Validity of the tender:** The tenderer is required to keep his tender open for 6 months starting on 14. 10. 1996.

**Banking services****Notice of contract award**

(96/C 258/16)

1. **Awarding authority:** European Commission, Directorate-General XIX - Budgets, Mr J.-P. Mingasson, rue de la Loi/Wetstraat 200, B-1049 Bruxelles/Brussel.
  2. **Invitation to tender:** Open procedure.
  3. **Category of service and description thereof. CPC reference No:** Banking services, CPC reference No 814.  
Implementation of payment instructions given by the European Commission in DR for beneficiaries in the European Community, collection of receipts and other banking services in the European Community.
  4. **Date of contract award:** 21. 8. 1996.
  5. **Contract award criteria:** The economically most advantageous tender.  
During evaluation the service quality was considered for 20 % and costs and revenues were considered for 80 %.
  6. **Tenders received:** 3.
  7. **Name and address of successful bidders:** Agricultural Bank of Greece, International Division, 4, Panepistimiou Str, GR-10671 Athens.
  8. **Costs:** 2 408 ECU.  
**Revenues:** 57 041 ECU.
  - 9., 10.
  11. Contract notice published in the Official Journal of the European Communities on 30. 12. 1995.
  12. **Date of dispatch of the notice:** 27. 8. 1996.
  13. **Date of receipt by the Office for Official Publications of the European Communities:** 27. 8. 1996.
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