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### Information and Notices

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<sup>(1)</sup> Text with EEA relevance

## I

(Information)

## COUNCIL

## CONVENTION ON THE LAW APPLICABLE TO CONTRACTUAL OBLIGATIONS

(Consolidated version)

## FIRST PROTOCOL ON THE INTERPRETATION OF THE 1980 CONVENTION BY THE COURT OF JUSTICE

(Consolidated version)

## SECOND PROTOCOL CONFERRING ON THE COURT OF JUSTICE POWERS TO INTERPRET THE 1980 CONVENTION

(Consolidated version)

(2005/C 334/01)

## PRELIMINARY NOTE

The signing on 14 April 2005 of the Convention on the accession of the Czech Republic, the Republic of Estonia, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Republic of Hungary, the Republic of Malta, the Republic of Poland, the Republic of Slovenia and the Slovak Republic to the Rome Convention on the law applicable to contractual obligations and to the two Protocols on its interpretation by the Court of Justice has made it desirable to produce a consolidated version of the Rome Convention and those two Protocols.

These texts are accompanied by six declarations, the first one made in 1980 with regard to the need for consistency between measures to be adopted on choice-of-law rules by the Community and those under the Convention, the second, also made in 1980, on the interpretation of the Convention by the Court of Justice, the third, made in 1996, concerning compliance with the procedure provided for in Article 23 of the Rome Convention as regards carriage of goods by sea, the fourth, made in 2005 concerning the deadlines set for ratification of the Accession Conventions, the fifth, also made in 2005, concerning the timing of the submission of the proposal for a Regulation on the law applicable to contractual obligations, and the sixth, also made in 2005, on the exchange of information.

The text printed in this edition was drawn up by the General Secretariat of the Council, in whose archives the originals of the instruments concerned are deposited. It should be noted, however, that this text has no binding force. The official texts of the instruments consolidated are to be found in the following Official Journals.

Language version of the Official Journal	1980 Convention	1984 Accession Convention	1988 First Protocol	1988 Second Protocol	1992 Accession Convention	1996 Accession Convention	2005 Accession Convention
<b>German</b>	L 266, 9.10.1980, p. 1	L 146, 31.5.1984, p. 1	L 48, 20.2.1989, p. 1	L 48, 20.2.1989, p. 17	L 333, 18.11.1992, p. 1	C 15, 15.1.1997, p. 10	C 169, 8.7.2005, p. 1
<b>English</b>	L 266, 9.10.1980, p. 1	L 146, 31.5.1984, p. 1	L 48, 20.2.1989, p. 1	L 48, 20.2.1989, p. 17	L 333, 18.11.1992, p. 1	C 15, 15.1.1997, p. 10	C 169, 8.7.2005, p. 1
<b>Danish</b>	L 266, 9.10.1980, p. 1	L 146, 31.5.1984, p. 1	L 48, 20.2.1989, p. 1	L 48, 20.2.1989, p. 17	L 333, 18.11.1992, p. 1	C 15, 15.1.1997, p. 10	C 169, 8.7.2005, p. 1

Language version of the Official Journal	1980 Convention	1984 Accession Convention	1988 First Protocol	1988 Second Protocol	1992 Accession Convention	1996 Accession Convention	2005 Accession Convention
<b>French</b>	L 266, 9.10.1980, p. 1	L 146, 31.5.1984, p. 1	L 48, 20.2.1989, p. 1	L 48, 20.2.1989, p. 17	L 333, 18.11.1992, p. 1	C 15, 15.1.1997, p. 10	C 169, 8.7.2005, p. 1
<b>Greek</b>	L 146, 31.5.1984, p. 7	L 146, 31.5.1984, p. 1	L 48, 20.2.1989, p. 1	L 48, 20.2.1989, p. 17	L 333, 18.11.1992, p. 1	C 15, 15.1.1997, p. 10	C 169, 8.7.2005, p. 1
<b>Irish</b>	Special Edition (L 266)	Special Edition (L 146)	Special Edition (L 48)	Special Edition (L 48)	Special Edition (L 333)	Special Edition (C 15)	Special Edition (C 169)
<b>Italian</b>	L 266, 9.10.1980, p. 1	L 146, 31.5.1984, p. 1	L 48, 20.2.1989, p. 1	L 48, 20.2.1989, p. 17	L 333, 18.11.1992, p. 1	C 15, 15.1.1997, p. 10	C 169, 8.7.2005, p. 1
<b>Dutch</b>	L 266, 9.10.1980, p. 1	L 146, 31.5.1984, p. 1	L 48, 20.2.1989, p. 1	L 48, 20.2.1989, p. 17	L 333, 18.11.1992, p. 1	C 15, 15.1.1997, p. 10	C 169, 8.7.2005, p. 1
<b>Spanish</b>	Special Edition, Chapter 1, Volume 3, p. 36 (see also OJ L 333, p. 17)	Special Edition, Chapter 1, Volume 4, p. 36 (see also OJ L 333, p. 72)	L 48, 20.2.1989, p. 1	L 48, 20.2.1989, p. 17	L 333, 18.11.1992, p. 1	C 15, 15.1.1997, p. 10	C 169, 8.7.2005, p. 1
<b>Portuguese</b>	Special Edition, Chapter 1, Volume 3, p. 36 (see also OJ L 333, p. 7)	Special Edition, Chapter 1, Volume 4, p. 72 (see also OJ L 333, p. 7)	L 48, 20.2.1989, p. 1	L 48, 20.2.1989, p. 17	L 333, 18.11.1992, p. 1	C 15, 15.1.1997, p. 10	C 169, 8.7.2005, p. 1
<b>Finnish</b>	C 15, 15.1.1997, p. 70	C 15, 15.1.1997, p. 66	C 15, 15.1.1997, p. 60	C 15, 15.1.1997, p. 64	C 15, 15.1.1997, p. 68	C 15, 15.1.1997, p. 53	C 169, 8.7.2005, p. 1
<b>Swedish</b>	C 15, 15.1.1997, p. 70	C 15, 15.1.1997, p. 66	C 15, 15.1.1997, p. 60	C 15, 15.1.1997, p. 64	C 15, 15.1.1997, p. 68	C 15, 15.1.1997, p. 53	C 169, 8.7.2005, p. 1
<b>Czech</b>	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 23	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 26	C 169, 8.7.2005, p. 28	C 169, 8.7.2005, p. 1
<b>Estonian</b>	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 23	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 26	C 169, 8.7.2005, p. 28	C 169, 8.7.2005, p. 1
<b>Latvian</b>	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 23	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 26	C 169, 8.7.2005, p. 28	C 169, 8.7.2005, p. 1
<b>Lithuanian</b>	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 23	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 26	C 169, 8.7.2005, p. 28	C 169, 8.7.2005, p. 1
<b>Hungarian</b>	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 23	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 26	C 169, 8.7.2005, p. 28	C 169, 8.7.2005, p. 1
<b>Maltese</b>	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 23	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 26	C 169, 8.7.2005, p. 28	C 169, 8.7.2005, p. 1
<b>Polish</b>	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 23	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 26	C 169, 8.7.2005, p. 28	C 169, 8.7.2005, p. 1
<b>Slovak</b>	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 23	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 26	C 169, 8.7.2005, p. 28	C 169, 8.7.2005, p. 1
<b>Slovene</b>	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 23	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 10	C 169, 8.7.2005, p. 26	C 169, 8.7.2005, p. 28	C 169, 8.7.2005, p. 1

**CONVENTION <sup>(1)</sup> ON THE LAW APPLICABLE TO  
CONTRACTUAL OBLIGATIONS OPENED FOR  
SIGNATURE IN ROME ON 19 JUNE 1980**

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<sup>(1)</sup> Text as amended by the Convention of 10 April 1984 on the accession of the Hellenic Republic – hereafter referred to as the ‘1984 Accession Convention’ –, by the Convention of 18 May 1992 on the accession of the Kingdom of Spain and the Portuguese Republic – hereafter referred to as the ‘1992 Accession Convention’ –, by the Convention of 29 November 1996 on the accession of the Republic of Austria, the Republic of Finland and the Kingdom of Sweden – hereafter referred to as the ‘1996 Accession Convention’ – and by the Convention of 14 April 2005 on the accession of the Czech Republic, the Republic of Estonia, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Republic of Hungary, the Republic of Malta, the Republic of Poland, the Republic of Slovenia and the Slovak Republic – hereafter referred to as the ‘2005 Accession Convention.’

**PREAMBLE**

THE HIGH CONTRACTING PARTIES to the Treaty establishing the European Economic Community,

ANXIOUS to continue in the field of private international law the work of unification of law which has already been done within the Community, in particular in the field of jurisdiction and enforcement of judgments,

WISHING to establish uniform rules concerning the law applicable to contractual obligations,

HAVE AGREED AS FOLLOWS:

**TITLE I****SCOPE OF THE CONVENTION***Article 1***Scope of the Convention**

1. The rules of this Convention shall apply to contractual obligations in any situation involving a choice between the laws of different countries.
2. They shall not apply to:
  - (a) questions involving the status or legal capacity of natural persons, without prejudice to Article 11;
  - (b) contractual obligations relating to:
    - wills and succession,
    - rights in property arising out of a matrimonial relationship,
    - rights and duties arising out of a family relationship, parentage, marriage or affinity, including maintenance obligations in respect of children who are not legitimate;
  - (c) obligations arising under bills of exchange, cheques and promissory notes and other negotiable instruments to the extent that the obligations under such other negotiable instruments arise out of their negotiable character;
  - (d) arbitration agreements and agreements on the choice of court;
  - (e) questions governed by the law of companies and other bodies corporate or unincorporate such as the creation, by registration or otherwise, legal capacity, internal organisation or winding up of companies and other bodies corporate or unincorporate and the personal liability of officers and members as such for the obligations of the company or body;
  - (f) the question whether an agent is able to bind a principal, or an organ to bind a company or body corporate or unincorporate, to a third party;
  - (g) the constitution of trusts and the relationship between settlors, trustees and beneficiaries;
  - (h) evidence and procedure, without prejudice to Article 14.

3. The rules of this Convention do not apply to contracts of insurance which cover risks situated in the territories of the Member States of the European Economic Community. In order to determine whether a risk is situated in those territories the court shall apply its internal law.

4. The preceding paragraph does not apply to contracts of re-insurance.

#### *Article 2*

### **Application of law of non-contracting States**

Any law specified by this Convention shall be applied whether or not it is the law of a Contracting State.

#### TITLE II

### **UNIFORM RULES**

#### *Article 3*

### **Freedom of choice**

1. A contract shall be governed by the law chosen by the parties. The choice must be expressed or demonstrated with reasonable certainty by the terms of the contract or the circumstances of the case. By their choice the parties can select the law applicable to the whole or a part only of the contract.

2. The parties may at any time agree to subject the contract to a law other than that which previously governed it, whether as a result of an earlier choice under this Article or of other provisions of this Convention. Any variation by the parties of the law to be applied made after the conclusion of the contract shall not prejudice its formal validity under Article 9 or adversely affect the rights of third parties.

3. The fact that the parties have chosen a foreign law, whether or not accompanied by the choice of a foreign tribunal, shall not, where all the other elements relevant to the situation at the time of the choice are connected with one country only, prejudice the application of rules of the law at the country which cannot be derogated from by contract, hereinafter called 'mandatory rules'.

4. The existence and validity of the consent of the parties as to the choice of the applicable law shall be determined in accordance with the provisions of Articles 8, 9 and 11.

#### *Article 4*

### **Applicable law in the absence of choice**

1. To the extent that the law applicable to the contract has not been chosen in accordance with Article 3, the contract shall be governed by the law of the country with which it is most closely connected. Nevertheless, a separable part of the contract which has a closer connection with another country may by way of exception be governed by the law of that other country.

2. Subject to the provisions of paragraph 5 of this Article, it shall be presumed that the contract is most closely connected with the country where the party who is to effect the performance which is characteristic of the contract has, at the time of conclusion of the contract, his habitual residence, or, in the case of a body corporate or unincorporate, its central administration. However, if the contract is entered into in the course of that party's trade or profession, that country shall be the country in which the principal place of business is situated or, where under the terms of the contract the performance is to be effected through a place of business other than the principal place of business, the country in which that other place of business is situated.

3. Notwithstanding the provisions of paragraph 2 of this Article, to the extent that the subject matter of the contract is a right in immovable property or a right to use immovable property it shall be presumed that the contract is most closely connected with the country where the immovable property is situated.

4. A contract for the carriage of goods shall not be subject to the presumption in paragraph 2. In such a contract if the country in which, at the time the contract is concluded, the carrier has his principal place of business is also the country in which the place of loading or the place of discharge or the principal place of business of the consignor is situated, it shall be presumed that the contract is most closely connected with that country. In applying this paragraph single voyage charter-parties and other contracts the main purpose of which is the carriage of goods shall be treated as contracts for the carriage of goods.

5. Paragraph 2 shall not apply if the characteristic performance cannot be determined, and the presumptions in paragraphs 2, 3 and 4 shall be disregarded if it appears from the circumstances as a whole that the contract is more closely connected with another country.

#### *Article 5*

##### **Certain consumer contracts**

1. This Article applies to a contract the object of which is the supply of goods or services to a person ('the consumer') for a purpose which can be regarded as being outside his trade or profession, or a contract for the provision of credit for that object.

2. Notwithstanding the provisions of Article 3, a choice of law made by the parties shall not have the result of depriving the consumer of the protection afforded to him by the mandatory rules of the law of the country in which he has his habitual residence:

- if in that country the conclusion of the contract was preceded by a specific invitation addressed to him or by advertising, and he had taken in that country all the steps necessary on his part for the conclusion of the contract, or
- if the other party or his agent received the consumer's order in that country, or
- if the contract is for the sale of goods and the consumer travelled from that country to another country and there gave his order, provided that the consumer's journey was arranged by the seller for the purpose of inducing the consumer to buy.

3. Notwithstanding the provisions of Article 4, a contract to which this Article applies shall, in the absence of choice in accordance with Article 3, be governed by the law of the country in which the consumer has his habitual residence if it is entered into in the circumstances described in paragraph 2 of this Article.

4. This Article shall not apply to:

- (a) a contract of carriage;
- (b) a contract for the supply of services where the services are to be supplied to the consumer exclusively in a country other than that in which he has his habitual residence.

5. Notwithstanding the provisions of paragraph 4, this Article shall apply to a contract which, for an inclusive price, provides for a combination of travel and accommodation.

#### *Article 6*

##### **Individual employment contracts**

1. Notwithstanding the provisions of Article 3, in a contract of employment a choice of law made by the parties shall not have the result of depriving the employee of the protection afforded to him by the mandatory rules of the law which would be applicable under paragraph 2 in the absence of choice.



2. Notwithstanding the provisions of Article 4, a contract of employment shall, in the absence of choice in accordance with Article 3, be governed:

- (a) by the law of the country in which the employee habitually carries out his work in performance of the contract, even if he is temporarily employed in another country; or
- (b) if the employee does not habitually carry out his work in any one country, by the law of the country in which the place of business through which he was engaged is situated;

unless it appears from the circumstances as a whole that the contract is more closely connected with another country, in which case the contract shall be governed by the law of that country.

#### *Article 7*

### **Mandatory rules**

1. When applying under this Convention the law of a country, effect may be given to the mandatory rules of the law of another country with which the situation has a close connection, if and in so far as, under the law of the latter country, those rules must be applied whatever the law applicable to the contract. In considering whether to give effect to these mandatory rules, regard shall be had to their nature and purpose and to the consequences of their application or non-application.

2. Nothing in this Convention shall restrict the application of the rules of the law of the forum in a situation where they are mandatory irrespective of the law otherwise applicable to the contract.

#### *Article 8*

### **Material validity**

1. The existence and validity of a contract, or of any term of a contract, shall be determined by the law which would govern it under this Convention if the contract or term were valid.

2. Nevertheless a party may rely upon the law of the country in which he has his habitual residence to establish that he did not consent if it appears from the circumstances that it would not be reasonable to determine the effect of his conduct in accordance with the law specified in the preceding paragraph.

#### *Article 9*

### **Formal validity**

1. A contract concluded between persons who are in the same country is formally valid if it satisfies the formal requirements of the law which governs it under this Convention or of the law of the country where it is concluded.

2. A contract concluded between persons who are in different countries is formally valid if it satisfies the formal requirements of the law which governs it under this Convention or of the law of one of those countries.

3. Where a contract is concluded by an agent, the country in which the agent acts is the relevant country for the purposes of paragraphs 1 and 2.

4. An act intended to have legal effect relating to an existing or contemplated contract is formally valid if it satisfies the formal requirements of the law which under this Convention governs or would govern the contract or of the law of the country where the act was done.

5. The provisions of the preceding paragraphs shall not apply to a contract to which Article 5 applies, concluded in the circumstances described in paragraph 2 of Article 5. The formal validity of such a contract is governed by the law of the country in which the consumer has his habitual residence.

6. Notwithstanding paragraphs 1 to 4 of this Article, a contract the subject matter of which is a right in immovable property or a right to use immovable property shall be subject to the mandatory requirements of form of the law of the country where the property is situated if by that law those requirements are imposed irrespective of the country where the contract is concluded and irrespective of the law governing the contract.

#### *Article 10*

##### **Scope of applicable law**

1. The law applicable to a contract by virtue of Articles 3 to 6 and 12 of this Convention shall govern in particular:

- (a) interpretation;
- (b) performance;
- (c) within the limits of the powers conferred on the court by its procedural law, the consequences of breach, including the assessment of damages in so far as it is governed by rules of law;
- (d) the various ways of extinguishing obligations, and prescription and limitation of actions;
- (e) the consequences of nullity of the contract.

2. In relation to the manner of performance and the steps to be taken in the event of defective performance regard shall be had to the law of the country in which performance takes place.

#### *Article 11*

##### **Incapacity**

In a contract concluded between persons who are in the same country, a natural person who would have capacity under the law of that country may invoke his incapacity resulting from another law only if the other party to the contract was aware of this incapacity at the time of the conclusion of the contract or was not aware thereof as a result of negligence.

#### *Article 12*

##### **Voluntary assignment**

1. The mutual obligations of assignor and assignee under a voluntary assignment of a right against another person ('the debtor') shall be governed by the law which under this Convention applies to the contract between the assignor and assignee.

2. The law governing the right to which the assignment relates shall determine its assignability, the relationship between the assignee and the debtor, the conditions under which the assignment can be invoked against the debtor and any question whether the debtor's obligations have been discharged.

*Article 13***Subrogation**

1. Where a person ('the creditor') has a contractual claim upon another ('the debtor'), and a third person has a duty to satisfy the creditor, or has in fact satisfied the creditor in discharge of that duty, the law which governs the third person's duty to satisfy the creditor shall determine whether the third person is entitled to exercise against the debtor the rights which the creditor had against the debtor under the law governing their relationship and, if so, whether he may do so in full or only to a limited extent.
2. The same rule applies where several persons are subject to the same contractual claim and one of them has satisfied the creditor.

*Article 14***Burden of proof, etc.**

1. The law governing the contract under this Convention applies to the extent that it contains, in the law of contract, rules which raise presumptions of law or determine the burden of proof.
2. A contract or an act intended to have legal effect may be proved by any mode of proof recognised by the law of the forum or by any of the laws referred to in Article 9 under which that contract or act is formally valid, provided that such mode of proof can be administered by the forum.

*Article 15***Exclusion of convoi**

The application of the law of any country specified by this Convention means the application of the rules of law in force in that country other than its rules of private international law.

*Article 16***'Ordre public'**

The application of a rule of the law of any country specified by this Convention may be refused only if such application is manifestly incompatible with the public policy ('ordre public') of the forum.

*Article 17***No retrospective effect**

This Convention shall apply in a Contracting State to contracts made after the date on which this Convention has entered into force with respect to that State.

*Article 18***Uniform interpretation**

In the interpretation and application of the preceding uniform rules, regard shall be had to their international character and to the desirability of achieving uniformity in their interpretation and application.

*Article 19***States with more than one legal system**

1. Where a State comprises several territorial units each of which has its own rules of law in respect of contractual obligations, each territorial unit shall be considered as a country for the purposes of identifying the law applicable under this Convention.
2. A State within which different territorial units have their own rules of law in respect of contractual obligations shall not be bound to apply this Convention to conflicts solely between the laws of such units.

*Article 20***Precedence of Community law**

This Convention shall not affect the application of provisions which, in relation to particular matters, lay down choice of law rules relating to contractual obligations and which are or will be contained in acts of the institutions of the European Communities or in national laws harmonised in implementation of such acts.

*Article 21***Relationship with other conventions**

This Convention shall not prejudice the application of international conventions to which a Contracting State is, or becomes, a party.

*Article 22***Reservations**

1. Any Contracting State may, at the time of signature, ratification, acceptance or approval, reserve the right not to apply:
  - (a) the provisions of Article 7(1);
  - (b) the provisions of Article 10(1) (e).
2. <sup>(1)</sup>
3. Any Contracting State may at any time withdraw a reservation which it has made; the reservation shall cease to have effect on the first day of the third calendar month after notification of the withdrawal.

## TITLE III

**FINAL PROVISIONS***Article 23*

1. If, after the date on which this Convention has entered into force for a Contracting State, that State wishes to adopt any new choice of law rule in regard to any particular category of contract within the scope of this Convention, it shall communicate its intention to the other signatory States through the Secretary-General of the Council of the European Communities.
2. Any signatory State may, within six months from the date of the communication made to the Secretary-General, request him to arrange consultations between signatory States in order to reach agreement. (...) <sup>(2)</sup>.

<sup>(1)</sup> Paragraph deleted by Article 2(1) of the 1992 Accession Convention.

<sup>(2)</sup> Phrase deleted by the 1992 Accession Convention.

3. If no signatory State has requested consultations within this period or if within two years following the communication made to the Secretary-General no agreement is reached in the course of consultations, the Contracting State concerned may amend its law in the manner indicated. The measures taken by that State shall be brought to the knowledge of the other signatory States through the Secretary-General of the Council of the European Communities.

#### *Article 24*

1. If, after the date on which this Convention has entered into force with respect to a Contracting State, that State wishes to become a party to a multilateral convention whose principal aim or one of whose principal aims is to lay down rules of private international law concerning any of the matters governed by this Convention, the procedure set out in Article 23 shall apply. However, the period of two years, referred to in paragraph 3 of that Article, shall be reduced to one year.

2. The procedure referred to in the preceding paragraph need not be followed if a Contracting State or one of the European Communities is already a party to the multilateral convention, or if its object is to revise a convention to which the State concerned is already a party, or if it is a convention concluded within the framework of the Treaties establishing the European Communities.

#### *Article 25*

If a Contracting State considers that the unification achieved by this Convention is prejudiced by the conclusion of agreements not covered by Article 24(1), that State may request the Secretary-General of the Council of the European Communities to arrange consultations between the signatory States of this Convention.

#### *Article 26*

Any Contracting State may request the revision of this Convention. In this event a revision conference shall be convened by the President of the Council of the European Communities.

*Article 27 <sup>(1)</sup>**Article 28*

1. This Convention shall be open from 19 June 1980 for signature by the States party to the Treaty establishing the European Economic Community.
2. This Convention shall be subject to ratification, acceptance or approval by the signatory States. The instruments of ratification, acceptance or approval shall be deposited with the Secretary-General of the Council of the European Communities <sup>(2)</sup>.

*Article 29 <sup>(3)</sup>*

1. This Convention shall enter into force on the first day of the third month following the deposit of the seventh instrument of ratification, acceptance or approval.
2. This Convention shall enter into force for each signatory State ratifying, accepting or approving at a later date on the first day of the third month following the deposit of its instrument of ratification, acceptance or approval.

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<sup>(1)</sup> Article deleted by Article 2(1) of the 1992 Accession Convention.

<sup>(2)</sup> Ratification of the Accession Conventions is governed by the following provisions of those Conventions:

— as regards the 1984 Accession Convention, by Article 3 of that Convention, which reads as follows:

*'Article 3*

This Convention shall be ratified by signatory States. The instruments of ratification shall be deposited with the Secretary-General of the Council of the European Communities.'

— as regards the 1992 Accession Convention, by Article 4 of that Convention, which reads as follows:

*'Article 4*

This Convention shall be ratified by signatory States. The instruments of ratification shall be deposited with the Secretary-General of the Council of the European Communities.'

— as regards the 1996 Accession Convention, by Article 5 of that Convention, which reads as follows:

*'Article 5*

This Convention shall be ratified by signatory States. The instruments of ratification shall be deposited with the Secretary-General of the Council of the European Union.'

— as regards the 2005 Accession Convention, by Article 4 of the Convention, which reads as follows:

*'Article 4*

This Convention shall be ratified by signatory States. The instruments of ratification shall be deposited with the Secretary-General of the Council of the European Union.'

<sup>(3)</sup> The entry into force of the Accession Conventions is governed by the following provisions of those Conventions:

— as regards the 1984 Accession Convention, by Article 4 of that Convention, which reads as follows:

*'Article 4*

This Convention shall enter into force, as between the States which have ratified it, on the first day of the third month following the deposit of the last instrument of ratification by the Hellenic Republic and seven States which have ratified the Convention on the law applicable to contractual obligations.

This Convention shall enter into force for each Contracting State which subsequently ratifies it on the first day of the third month following the deposit of its instrument of ratification.'

— as regards the 1992 Accession Convention, by Article 5 of that Convention, which reads as follows:

*'Article 5*

This Convention shall enter into force, as between the States which have ratified it, on the first day of the third month following the deposit of the last instrument of ratification by the Kingdom of Spain or the Portuguese Republic and by one State which has ratified the Convention on the law applicable to contractual obligations.

This Convention shall enter into force for each Contracting State which subsequently ratifies it on the first day of the third month following the deposit of its instrument of ratification.'

— as regards the 1996 Accession Convention, by Article 6 of that Convention, which reads as follows:

*'Article 6*

1. This Convention shall enter into force, as between the States which have ratified it, on the first day of the third month following the deposit of the last instrument of ratification by the Republic of Austria, the Republic of Finland or the Kingdom of Sweden and by one Contracting State which has ratified the Convention on the law applicable to contractual obligations.

2. This Convention shall enter into force for each Contracting State which subsequently ratifies it on the first day of the third month following the deposit of its instrument of ratification.'

— as regards the 2005 Accession Convention, by Article 5 of the Convention, which reads as follows:

*'Article 5*

1. This Convention shall enter into force between the States which have ratified it, on the first day of the third month following the deposit of the second instrument of ratification.'

2. Thereafter, this Convention shall enter into force, for each signatory State which subsequently ratifies it, on the first day of the third month following the deposit of its instrument of ratification.

*Article 30*

1. This Convention shall remain in force for 10 years from the date of its entry into force in accordance with Article 29(1), even for States for which it enters into force at a later date.
2. If there has been no denunciation it shall be renewed tacitly every five years.
3. A Contracting State which wishes to denounce shall, not less than six months before the expiration of the period of 10 or five years, as the case may be, give notice to the Secretary-General of the Council of the European Communities. <sup>(1)</sup>
4. The denunciation shall have effect only in relation to the State which has notified it. The Convention will remain in force as between all other Contracting States.

*Article 31 <sup>(2)</sup>*

The Secretary-General of the Council of the European Communities shall notify the States party to the Treaty establishing the European Economic Community of:

- (a) the signatures;
- (b) deposit of each instrument of ratification, acceptance or approval;
- (c) the date of entry into force of this Convention;
- (d) communications made in pursuance of Articles 23, 24, 25, 26 and 30 <sup>(3)</sup>;
- (e) the reservations and withdrawals of reservations referred to in Article 22.

*Article 32*

The Protocol annexed to this Convention shall form an integral part thereof.

<sup>(1)</sup> Phrase deleted by the 1992 Accession Convention.

<sup>(2)</sup> Notification concerning the Accession Conventions is governed by the following provisions of those Conventions:

— as regards the 1984 Accession Convention, by Article 5 of that Convention, which reads as follows:

*'Article 5*

The Secretary-General of the Council of the European Communities shall notify the signatory States of:

- (a) the deposit of each instrument of ratification;
- (b) the dates of entry into force of this Convention for the Contracting States.'

— as regards the 1992 Accession Convention, by Article 6 of that Convention, which reads as follows:

*'Article 6*

The Secretary-General of the Council of the European Communities shall notify the signatory States of:

- (a) the deposit of each instrument of ratification;
- (b) the dates of entry into force of this Convention for the Contracting States.'

— as regards the 1996 Accession Convention, by Article 7 of that Convention, which reads as follows:

*'Article 7*

The Secretary-General of the Council of the European Union shall notify the signatory States of:

- (a) the deposit of each instrument of ratification;
- (b) the dates of entry into force of this Convention for the Contracting States.'

— as regards the 2005 Accession Convention, by Article 6 of the Convention, which reads as follows:

*'Article 6*

The Secretary-General of the Council of the European Communities shall notify the signatory States of:

- (a) the deposit of each instrument of ratification;
- (b) the dates of entry into force of this Convention for the Contracting States.'

<sup>(3)</sup> Point (d) as amended by the 1992 Accession Convention.

Article 33 <sup>(1)</sup>

This Convention, drawn up in a single original in the Danish, Dutch, English, French, German, Irish and Italian languages, these texts being equally authentic, shall be deposited in the archives of the Secretariat of the Council of the European Communities. The Secretary-General shall transmit a certified copy thereof to the Government of each signatory State.

<sup>(1)</sup> An indication of the authentic texts of the Accession Convention is to be found in the following provisions:

— as regards the 1984 Accession Convention, in Articles 2 and 6 of that Convention, which reads as follows:

*'Article 2*

The Secretary-General of the Council of the European Communities shall transmit a certified copy of the Convention on the law applicable to contractual obligations in the Danish, Dutch, English, French, German, Irish and Italian languages to the Government of the Hellenic Republic.

The text of the Convention on the law applicable to contractual obligations in the Greek language is annexed hereto. The text in the Greek language shall be authentic under the same conditions as the other texts of the Convention on the law applicable to contractual obligations.'

*'Article 6*

This Convention, drawn up in a single original in the Danish, Dutch, English, French, German, Greek, Irish and Italian languages, all eight texts being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Communities. The Secretary-General shall transmit a certified copy to the government of each Signatory State.'

— as regards the 1992 Accession Convention, in Articles 3 and 7 of that Convention, which reads as follows:

*'Article 3*

1. The Secretary-General of the Council of the European Communities shall transmit a certified copy of the Convention on the law applicable to contractual obligations in the Danish, Dutch, English, French, German, Greek, Irish and Italian languages to the Governments of the Kingdom of Spain and the Portuguese Republic.

2. The text of the Convention on the law applicable to contractual obligations in the Portuguese and Spanish languages is set out in Annexes I and II to this Convention. The texts drawn up in the Portuguese and Spanish languages shall be authentic under the same conditions as the other texts of the Convention on the law applicable to contractual obligations.'

*'Article 7*

This Convention, drawn up in a single original in the Danish, Dutch, English, French, German, Greek, Irish, Italian, Portuguese and Spanish languages, all ten texts being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Communities. The Secretary-General shall transmit a certified copy to the government of each Signatory State.'

— as regards the 1996 Accession Convention, in Articles 4 and 8 of that Convention, which read as follows:

*'Article 4*

1. The Secretary-General of the Council of the European Union shall transmit a certified copy of the Convention of 1980, the Convention of 1984, the First Protocol of 1988, the Second Protocol of 1988 and the Convention of 1992 in the Danish, Dutch, English, French, German, Greek, Irish, Italian, Spanish and Portuguese languages to the Governments of the Republic of Austria, the Republic of Finland and the Kingdom of Sweden.

2. The text of the Convention of 1980, the Convention of 1984, the First Protocol of 1988, the Second Protocol of 1988 and the Convention of 1992 in the Finnish and Swedish languages shall be authentic under the same conditions as the other texts of the Convention of 1980, the Convention of 1984, the First Protocol of 1988, the Second Protocol of 1988 and the Convention of 1992.'

*'Article 8*

This Convention, drawn up in a single original in the Danish, Dutch, English, Finnish, French, German, Greek, Irish, Italian, Portuguese, Spanish and Swedish languages, all twelve texts being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Union. The Secretary-General shall transmit a certified copy to the government of each Signatory State.'

— as regards the 2005 Accession Convention, in Articles 3 and 7 of that Convention, which reads as follows:

*'Article 3*

1. The Secretary-General of the Council of the European Union shall transmit a certified copy of the Convention of 1980, the Convention of 1984, the First Protocol of 1988, the Second Protocol of 1988, the Convention of 1992 and the Convention of 1996 in the Danish, Dutch, English, Finnish, French, German, Greek, Irish, Italian, Portuguese, Spanish and Swedish languages to the Governments of the Czech Republic, the Republic of Estonia, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Republic of Hungary, the Republic of Malta, the Republic of Poland, the Republic of Slovenia and the Slovak Republic.

2. The text of the Convention of 1980, the Convention of 1984, the First Protocol of 1988, the Second Protocol of 1988, the Convention of 1992 and the Convention of 1996 in the Czech, Estonian, Hungarian, Latvian, Lithuanian, Maltese, Polish, Slovakian and Slovenian languages shall be authentic under the same conditions as the other texts of the Convention of 1980, the Convention of 1984, the First Protocol of 1988, the Second Protocol of 1988, the Convention of 1992 and the Convention of 1996.'

*'Article*

This Convention, drawn up in a single original in the Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovakian, Slovenian, Spanish and Swedish languages, all twenty-one texts being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Union. The Secretary-General shall transmit a certified copy to the Government of each signatory state.'



In witness whereof the undersigned, being duly authorised thereto, having signed this Convention.

Done at Rome on the nineteenth day of June in the year one thousand nine hundred and eighty.

*[Signatures of the plenipotentiaries]*

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**PROTOCOL <sup>(1)</sup>**

The High Contracting Parties have agreed upon the following provision which shall be annexed to the Convention:

‘Notwithstanding the provisions of the Convention, Denmark, Sweden and Finland may retain national provisions concerning the law applicable to questions relating to the carriage of goods by sea and may amend such provisions without following the procedure provided for in Article 23 of the Convention of Rome. The national provisions applicable in this respect are the following:

- in Denmark, paragraphs 252 and 321 (3) and (4) of the “Sølov” (maritime law),
- in Sweden, Chapter 13, Article 2(1) and (2), and Chapter 14, Article 1(3), of “sjölagen” (maritime law),
- in Finland, Chapter 13, Article 2(1) and (2), and Chapter 14, Article 1(3), of “merilaki”/“sjölagen” (maritime law).’

In witness whereof the undersigned, being duly authorised thereto, have signed this Protocol.

Done at Rome on the nineteenth day of June in the year one thousand nine hundred and eighty.

[Signatures of the Plenipotentiaries]

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<sup>(1)</sup> Text as amended by the 1996 Accession Convention.

### JOINT DECLARATION

At the time of the signature of the Convention on the law applicable to contractual obligations, the Governments of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the French Republic, Ireland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands and the United Kingdom of Great Britain and Northern Ireland,

- I. anxious to avoid, as far as possible, dispersion of choice of law rules among several instruments and differences between these rules, express the wish that the institutions of the European Communities, in the exercise of their powers under the Treaties by which they were established, will, where the need arises, endeavour to adopt choice of law rules which are as far as possible consistent with those of this Convention;
- II. declare their intention as from the date of signature of this Convention until becoming bound by Article 24, to consult with each other if any one of the signatory States wishes to become a party to any convention to which the procedure referred to in Article 24 would apply;
- III. having regard to the contribution of the Convention on the law applicable to contractual obligations to the unification of choice of law rules within the European Communities, express the view that any State which becomes a member of the European Communities should accede to this Convention.

In witness whereof the undersigned, being duly authorised thereto, have signed this Joint Declaration.

Done at Rome on the nineteenth day of June in the year one thousand nine hundred and eighty.

*[Signatures of the Plenipotentiaries]*

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### JOINT DECLARATION

The Governments of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the French Republic, Ireland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands and the United Kingdom of Great Britain and Northern Ireland,

On signing the Convention on the law applicable to contractual obligations;

Desiring to ensure that the Convention is applied as effectively as possible;

Anxious to prevent differences of interpretation of the Convention from impairing its unifying effect;

Declare themselves ready:

1. to examine the possibility of conferring jurisdiction in certain matters on the Court of Justice of the European Communities and, if necessary, to negotiate an agreement to this effect;
2. to arrange meetings at regular intervals between their representatives.

In witness whereof the undersigned, being duly authorised thereto, have signed this Joint Declaration.

Done at Rome on the nineteenth day of June in the year one thousand nine hundred and eighty.

*[Signatures of the Plenipotentiaries]*

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### **Joint declaration by the High Contracting Parties concerning the deadlines set for ratification of the Accession Convention**

'The High Contracting Parties, meeting in the Council at the time of the signature of the Convention on the accession of the Czech Republic, the Republic of Estonia, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Republic of Hungary, the Republic of Malta, the Republic of Poland, the Republic of Slovenia and the Slovak Republic to the 1980 Rome Convention on the law applicable to contractual obligations, declare that they will take the necessary steps to ratify this Convention within a reasonable time and, if possible, before December 2005.'

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### **Declaration by the Member States concerning the timing of the submission of a proposal for a Regulation on the law applicable to contractual obligations**

'The Member States request that the Commission submit, as soon as possible and at the latest by the end of 2005, a proposal for a Regulation on the law applicable to contractual obligations.'

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### **Joint Declaration by the Member States on the exchange of information**

'The Governments of the Kingdom of Belgium, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, the Hellenic Republic, the Kingdom of Spain, the French Republic, Ireland, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, the Republic of Hungary, the Republic of Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden and the United Kingdom of Great Britain and Northern Ireland,

On signing the 2005 Convention on accession to the Convention on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980, and to the First and Second Protocols on interpretation by the Court of Justice of the European Communities, as amended,

Desiring to ensure that the provisions of the First Protocol are applied as effectively and as uniformly as possible,

Declare themselves ready to organise, in cooperation with the Court of Justice of the European Communities, an exchange of information on judgments which have become *res judicata* and have been handed down pursuant to the Convention on the law applicable to contractual obligations by the courts referred to in Article 2 of the said Protocol. The exchange of information will comprise:

- the forwarding to the Court of Justice by the competent national authorities of judgments handed down by the courts referred to in Article 2(a) of the First Protocol and significant judgments handed down by the courts referred to in Article 2(b) of that Protocol,
  - the classification and the documentary exploitation of these judgments by the Court of Justice including, as far as necessary, the drawing up of abstracts and translations, and the publication of judgments of particular importance,
  - the communication by the Court of Justice of the documentary material to the competent national authorities of the States parties to the Protocol and to the Commission and the Council of the European Communities.'
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**FIRST PROTOCOL <sup>(1)</sup> ON THE INTERPRETATION BY THE COURT OF JUSTICE OF THE EUROPEAN COMMUNITIES OF THE CONVENTION ON THE LAW APPLICABLE TO CONTRACTUAL OBLIGATIONS, OPENED FOR SIGNATURE IN ROME ON 19 JUNE 1980**

THE HIGH CONTRACTING PARTIES TO THE TREATY ESTABLISHING THE EUROPEAN ECONOMIC COMMUNITY,

HAVING REGARD to the Joint Declaration annexed to the Convention on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980,

HAVE DECIDED to conclude a Protocol conferring jurisdiction on the Court of Justice of the European Communities to interpret that Convention, and to this end have designated as their Plenipotentiaries:

[Plenipotentiaries designated by the Member States]

WHO, meeting within the Council of the European Communities, having exchanged their full powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

*Article 1*

The Court of Justice of the European Communities shall have jurisdiction to give rulings on the interpretation of:

- (a) the Convention on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980, hereinafter referred to as 'the Rome Convention';
- (b) the Convention on accession to the Rome Convention by the States which have become Members of the European Communities since the date on which it was opened for signature;
- (c) this Protocol.

*Article 2*

Any of the courts referred to below may request the Court of Justice to give a preliminary ruling on a question raised in a case pending before it and concerning interpretation of the provisions contained in the instruments referred to in Article 1 if that court considers that a decision on the question is necessary to enable it to give judgment:

- (a) — in Belgium:

‘la Cour de cassation’ (‘het Hof van Cassatie’) and ‘le Conseil d’État’ (‘de Raad van State’),

- in the Czech Republic:

‘Nejvyšší soud České republiky’ and ‘Nejvyšší správní soud’,

- in Denmark:

‘Højesteret’,

- in the Federal Republic of Germany:

‘die obersten Gerichtshöfe des Bundes’,

- in Estonia:

‘Riigikohus’,

- in Greece:

Τα ανώτατα Δικαστήρια,

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<sup>(1)</sup> Text as amended by the 2005 Accession Convention.

- in Spain:  
‘el Tribunal Supremo’,
- in France:  
‘la Cour de cassation’ and ‘le Conseil d’État’,
- in Ireland:  
the Supreme Court,
- in Italy:  
‘la Corte suprema di cassazione’ and ‘il Consiglio di Stato’,
- in Cyprus:  
‘Ανώτατο Δικαστήριο’,
- in Latvia:  
‘Augstākās Tiesas Senāts’,
- in Lithuania:  
‘Lietuvos Aukščiausiasis Teismas’ and ‘Lietuvos vyriausioji administracinis teismas’,
- in Luxembourg:  
‘la Cour Supérieure de Justice’ when sitting as ‘Cour de cassation’,
- in Hungary:  
‘Legfelsőbb Bíróság’,
- in Malta:  
‘Qorti ta’ l-Appell’,
- in the Netherlands:  
‘de Hoge Raad’,
- in Austria:  
the ‘Oberste Gerichtshof’, the ‘Verwaltungsgerichtshof’ and the ‘Verfassungsgerichtshof’,
- in Poland:  
‘Sąd Najwyższy’ and ‘Naczelny Sąd Administracyjny’,
- in Portugal:  
‘o Supremo Tribunal de Justiça’ and ‘o Supremo Tribunal Administrativo’,
- in Slovenia:  
‘Ustavno sodišče Republike Slovenije’,  
‘Vrhovno sodišče Republike Slovenije’,
- in Slovakia:  
‘Najvyšší súd Slovenskej republiky’,
- in Finland:  
‘korkein oikeus/högsta domstolen’, ‘korkein hallinto-oikeus/högsta förvaltningsdomstolen’, ‘markkinatuomioistuim/marknadsdomstolen’ and ‘työtuomioistuin/arbetsdomstolen’,
- in Sweden:  
‘Högsta domstolen’, ‘Regeringsrätten’, ‘Arbetsdomstolen’ and ‘Marknadsdomstolen’,
- in the United Kingdom:  
the House of Lords and other courts from which no further appeal is possible;

(b) the courts of the Contracting States when acting as appeal courts.

*Article 3*

1. The competent authority of a Contracting State may request the Court of Justice to give a ruling on a question of interpretation of the provisions contained in the instruments referred to in Article 1 if judgments given by courts of that State conflict with the interpretation given either by the Court of Justice or in a judgment of one of the courts of another Contracting State referred to in Article 2. The provisions of this paragraph shall apply only to judgments which have become *res judicata*.
2. The interpretation given by the Court of Justice in response to such a request shall not affect the judgments which gave rise to the request for interpretation.
3. The Procurators-General of the Supreme Courts of Appeal of the Contracting States, or any other authority designated by a Contracting State, shall be entitled to request the Court of Justice for a ruling on interpretation in accordance with paragraph 1.
4. The Registrar of the Court of Justice shall give notice of the request to the Contracting States, to the Commission and to the Council of the European Communities; they shall then be entitled within two months of the notification to submit statements of case or written observations to the Court.
5. No fees shall be levied or any costs or expenses awarded in respect of the proceedings provided for in this Article.

*Article 4*

1. Except where this Protocol otherwise provides, the provisions of the Treaty establishing the European Economic Community and those of the Protocol on the Statute of the Court of Justice annexed thereto, which are applicable when the Court is requested to give a preliminary ruling, shall also apply to any proceedings for the interpretation of the instruments referred to in Article 1.
2. The Rules of Procedure of the Court of Justice shall, if necessary, be adjusted and supplemented in accordance with Article 188 of the Treaty establishing the European Economic Community.

*Article 5 <sup>(1)</sup>*

This Protocol shall be subject to ratification by the Signatory States. The instruments of ratification shall be deposited with the Secretary-General of the Council of the European Communities.

*Article 6 <sup>(2)</sup>*

1. To enter into force, this Protocol must be ratified by seven States in respect of which the Rome Convention is in force. This Protocol shall enter into force on the first day of the third month following the deposit of the instrument of ratification by the last such State to take this step. If, however, the Second Protocol conferring on the Court of Justice of the European Communities certain powers to interpret the Convention on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980, concluded in Brussels on 19 December 1988 <sup>(3)</sup> enters into force on a later date, this Protocol shall enter into force on the date of entry into force of the Second Protocol.
2. Any ratification subsequent to the entry into force of this Protocol shall take effect on the first day of the third month following the deposit of the instrument of ratification, provided that the ratification, acceptance or approval of the Rome Convention by the State in question has become effective.

<sup>(1)</sup> See footnote 1 on page 12.

<sup>(2)</sup> See footnote 3 on page 12.

<sup>(3)</sup> See page 14.



*Article 7 <sup>(1)</sup>*

The Secretary-General of the Council of the European Communities shall notify the Signatory States of:

- (a) the deposit of each instrument of ratification;
- (b) the date of entry into force of this Protocol;
- (c) any designation communicated pursuant to Article 3(3);
- (d) any communication made pursuant to Article 8.

*Article 8*

The Contracting States shall communicate to the Secretary-General of the Council of the European Communities the texts of any provisions of their laws which necessitate an amendment to the list of courts in Article 2(a).

*Article 9*

This Protocol shall have effect for as long as the Rome Convention remains in force under the conditions laid down in Article 30 of that Convention.

*Article 10*

Any Contracting State may request the revision of this Protocol. In this event, a revision conference shall be convened by the President of the Council of the European Communities.

*Article 11 <sup>(2)</sup>*

This Protocol, drawn up in a single original in the Danish, Dutch, English, French, German, Greek, Irish, Italian, Portuguese and Spanish languages, all 10 texts being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Communities. The Secretary-General shall transmit a certified copy to the Government of each Signatory State.

In witness whereof, the undersigned Plenipotentiaries have affixed their signatures below this Protocol.

Done at Brussels on the nineteenth day of December in the year one thousand nine hundred and eighty-eight.

*[Signatures of the Plenipotentiaries]*

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<sup>(1)</sup> See footnote 1 on page 13.

<sup>(2)</sup> See footnote 1 on page 14.

## JOINT DECLARATIONS

### Joint Declaration

The Governments of 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 Portuguese Republic and the United Kingdom of Great Britain and Northern Ireland,

On signing the First Protocol on the interpretation by the Court of Justice of the European Communities of the Convention on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980,

Desiring to ensure that the Convention is applied as effectively and as uniformly as possible,

Declare themselves ready to organise, in cooperation with the Court of Justice of the European Communities, an exchange of information on judgments which have become *res judicata* and have been handed down pursuant to the Convention on the law applicable to contractual obligations by the courts referred to in Article 2 of the said Protocol. The exchange of information will comprise:

- the forwarding to the Court of Justice by the competent national authorities of judgments handed down by the courts referred to in Article 2(a) and significant judgments handed down by the courts referred to in Article 2(b),
- the classification and the documentary exploitation of these judgments by the Court of Justice including, as far as necessary, the drawing up of abstracts and translations, and the publication of judgments of particular importance,
- the communication by the Court of Justice of the documentary material to the competent national authorities of the States parties to the Protocol and to the Commission and the Council of the European Communities.

In witness whereof, the undersigned Plenipotentiaries have affixed their signature below this Joint Declaration.

Done at Brussels on the nineteenth day of December in the year one thousand nine hundred and eighty-eight.

*[Signatures of the Plenipotentiaries]*

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### Joint Declaration

The Governments of 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 Portuguese Republic and the United Kingdom of Great Britain and Northern Ireland,

On signing the First Protocol on the interpretation by the Court of Justice of the European Communities of the Convention on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980,

Having regard to the Joint Declaration annexed to the Convention on the law applicable to contractual obligations,

Desiring to ensure that the Convention is applied as effectively and as uniformly as possible,

Anxious to prevent differences of interpretation of the Convention from impairing its unifying effect,

Express the view that any State which becomes a member of the European Communities should accede to this Protocol.

In witness whereof, the undersigned Plenipotentiaries have affixed their signatures below this Joint Declaration.

Done at Brussels on the nineteenth day of December in the year one thousand nine hundred and eighty-eight.

*[Signatures of the Plenipotentiaries]*

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**SECOND PROTOCOL CONFERRING ON THE COURT OF JUSTICE OF THE EUROPEAN COMMUNITIES CERTAIN POWERS TO INTERPRET THE CONVENTION ON THE LAW APPLICABLE TO CONTRACTUAL OBLIGATIONS; OPENED FOR SIGNATURE IN ROME ON 19 JUNE 1980**

THE HIGH CONTRACTING PARTIES TO THE TREATY ESTABLISHING THE EUROPEAN ECONOMIC COMMUNITY,

WHEREAS the Convention on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980, hereinafter referred to as 'the Rome Convention', will enter into force after the deposit of the seventh instrument of ratification, acceptance or approval;

WHEREAS the uniform application of the rules laid down in the Rome Convention requires that machinery to ensure uniform interpretation be set up and whereas to that end appropriate powers should be conferred upon the Court of Justice of the European Communities, even before the Rome Convention enters into force with respect to all the Member States of the European Economic Community,

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

[Plenipotentiaries designated by the Member States]

WHO, meeting within the Council of the European Communities, having exchanged their full powers; found in good and due form,

HAVE AGREED AS FOLLOWS:

*Article 1*

1. The Court of Justice of the European Communities shall, with respect to the Rome Convention, have the jurisdiction conferred upon it by the First Protocol on the interpretation by the Court of Justice of the European Communities of the Convention on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980, concluded in Brussels on 19 December 1988 <sup>(1)</sup>. The Protocol on the Statute of the Court of Justice of the European Communities and the Rules of Procedure of the Court of Justice shall apply.

2. The Rules of Procedure of the Court of Justice shall be adapted and supplemented as necessary in accordance with Article 188 of the Treaty establishing the European Economic Community.

*Article 2 <sup>(2)</sup>*

This Protocol shall be subject to ratification by the Signatory States. The instruments of ratification shall be deposited with the Secretary-General of the Council of the European Communities.

*Article 3 <sup>(3)</sup>*

This Protocol shall enter into force on the first day of the third month following the deposit of the instrument of ratification of the last Signatory State to complete that formality.

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

<sup>(2)</sup> See footnote 1 on page 12.

<sup>(3)</sup> See footnote 3 on page 12.

*Article 4 <sup>(1)</sup>*

This Protocol, drawn up in a single original in the Danish, Dutch, English, French, German, Greek, Irish, Italian, Portuguese and Spanish languages, all 10 texts being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Communities. The Secretary-General shall transmit a certified copy to the Government of each signatory.

In witness whereof, the undersigned Plenipotentiaries have affixed their signature below this Protocol.

Done at Brussels on the nineteenth day of December in the year one thousand nine hundred and eighty-eight.

*[Signatures of the Plenipotentiaries]*

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<sup>(1)</sup> See footnote 1 on page 14.

## COMMISSION

**Euro exchange rates <sup>(1)</sup>****29 December 2005**

(2005/C 334/02)

**1 euro =**

Currency		Exchange rate	Currency		Exchange rate
USD	US dollar	1,1825	SIT	Slovenian tolar	239,51
JPY	Japanese yen	139,43	SKK	Slovak koruna	37,870
DKK	Danish krone	7,4587	TRY	Turkish lira	1,5963
GBP	Pound sterling	0,68830	AUD	Australian dollar	1,6197
SEK	Swedish krona	9,4104	CAD	Canadian dollar	1,3796
CHF	Swiss franc	1,5585	HKD	Hong Kong dollar	9,1681
ISK	Iceland króna	75,34	NZD	New Zealand dollar	1,7348
NOK	Norwegian krone	8,0165	SGD	Singapore dollar	1,9685
BGN	Bulgarian lev	1,9558	KRW	South Korean won	1 194,92
CYP	Cyprus pound	0,5735	ZAR	South African rand	7,4997
CZK	Czech koruna	29,010	CNY	Chinese yuan renminbi	9,5438
EEK	Estonian kroon	15,6466	HRK	Croatian kuna	7,3750
HUF	Hungarian forint	252,51	IDR	Indonesian rupiah	11 629,89
LTL	Lithuanian litas	3,4528	MYR	Malaysian ringgit	4,470
LVL	Latvian lats	0,6966	PHP	Philippine peso	62,690
MTL	Maltese lira	0,4293	RUB	Russian rouble	34,0560
PLN	Polish zloty	3,8602	THB	Thai baht	48,431
RON	Romanian leu	3,6915			

<sup>(1)</sup> Source: reference exchange rate published by the ECB.

**Prior notification of a concentration****(Case COMP/M.4044 — Tietoenator/Tietoenator Government/SAAB/Elesco/Tietosaab Systems JV)****Candidate case for simplified procedure**

(2005/C 334/03)

**(Text with EEA relevance)**

1. On 20 December 2005, the Commission received a notification of a proposed concentration pursuant to Article 4 of Council Regulation (EC) No 139/2004 <sup>(1)</sup> by which the undertakings SAAB AB (Sweden) including its subsidiary Elesco Oy (Finland) and TietoEnator Corporation including its subsidiary TietoEnator Government Oy ('TietoEnator', Finland) acquire within the meaning of Article 3(1)(b) of the Council Regulation joint control of Tietosaab Systems JV ('TSS'), a newly created company constituting a joint venture through the purchase of shares.

2. The business activities of the undertakings concerned are:

- for SAAB: Defence company active through Elesco in Command Control and Information system (C2i) and underwater warfare;
- for TietoEnator: information technology systems;
- for TSS: Command and Control information systems (C2i) and underwater warfare.

3. On preliminary examination, the Commission finds that the notified transaction could fall within the scope of Regulation (EC) No 139/2004. However, the final decision on this point is reserved. Pursuant to the Commission Notice on a simplified procedure for treatment of certain concentrations under Council Regulation (EC) No 139/2004 <sup>(2)</sup> it should be noted that this case is a candidate for treatment under the procedure set out in the Notice.

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

Observations must reach the Commission not later than 10 days following the date of this publication. Observations can be sent to the Commission by fax (No (32-2) 296 43 01 or 296 72 44) or by post, under reference number COMP/M.4044 — Tietoenator/Tietoenator Government/SAAB/Elesco/Tietosaab Systems JV, to the following address:

European Commission  
Competition DG  
Merger Registry  
J-70  
B-1049 Brussels

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<sup>(1)</sup> OJ L 24, 29.1.2004, p. 1.

<sup>(2)</sup> OJ C 56, 5.3.2005, p. 32.

**Prior notification of a concentration**  
**(Case COMP/M.4074 — Magna/CTS)**  
**Candidate case for simplified procedure**

(2005/C 334/04)

(Text with EEA relevance)

1. On 19 December 2005, the Commission received a notification of a proposed concentration pursuant to Article 4 of Council Regulation (EC) No 139/2004 <sup>(1)</sup> by which the undertaking Magna International Inc. ('Magna'; Canada) acquires within the meaning of Article 3(1)(b) of the Council Regulation control of the whole of the undertaking CTS Fahrzeug-Dachsysteme GmbH ('CTS'; Germany) by way of purchase of shares.

2. The business activities of the undertakings concerned are:

- for Magna: diversified global automotive supplier;
- for CTS: designs and manufactures convertible roof systems for the automotive industry.

3. On preliminary examination, the Commission finds that the notified transaction could fall within the scope of Regulation (EC) No 139/2004. However, the final decision on this point is reserved. Pursuant to the Commission Notice on a simplified procedure for treatment of certain concentrations under Council Regulation (EC) No 139/2004 <sup>(2)</sup> it should be noted that this case is a candidate for treatment under the procedure set out in the Notice.

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

Observations must reach the Commission not later than 10 days following the date of this publication. Observations can be sent to the Commission by fax (No (32-2) 296 43 01 or 296 72 44) or by post, under reference number COMP/M.4074 — Magna/CTS, to the following address:

European Commission  
Competition DG  
Merger Registry  
J-70  
B-1049 Brussels

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<sup>(1)</sup> OJ L 24, 29.1.2004, p. 1.

<sup>(2)</sup> OJ C 56, 5.3.2005, p. 32.



**Prior notification of a concentration**  
**(Case COMP/M.4089 — Gilde/Heiploeg)**

(2005/C 334/05)

(Text with EEA relevance)

1. On 22 December 2005, the Commission received a notification of a proposed concentration pursuant to Article 4 of Council Regulation (EC) No 139/2004 <sup>(1)</sup> by which the undertaking Gilde Buy-out Management Holding B.V. ('Gilde', the Netherlands) acquires within the meaning of Article 3(1)(b) of the Council Regulation control of the whole of the undertaking Heiploeg Beheer B.V. ('Heiploeg', the Netherlands) by way of purchase of shares.

2. The business activities of the undertakings concerned are:

- for Gilde: a private equity investor specialized in management buy-out investments;
- for Heiploeg: sourcing, processing, distributing and selling of shrimps.

3. On preliminary examination, the Commission finds that the notified transaction could fall within the scope of Regulation (EC) No 139/2004. However, the final decision on this point is reserved.

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

Observations must reach the Commission not later than 10 days following the date of this publication. Observations can be sent to the Commission by fax (No (32-2) 296 43 01 or 296 72 44) or by post, under reference number COMP/M.4089 — Gilde/Heiploeg, to the following address:

European Commission  
Competition DG  
Merger Registry  
J-70  
B-1049 Brussels

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<sup>(1)</sup> OJ L 24, 29.1.2004, p. 1.

**Summary of Community decisions on marketing authorizations in respect of medicinal products from 1 November 2005 to 19 November 2005**

*(Published pursuant to Article 12 or Article 34 of Council Regulation (EEC) No 2309/93 <sup>(1)</sup>)*

(2005/C 334/06)

**— Modification of a marketing authorization (Article 12 of Council Regulation (EEC) No 2309/93): Accepted**

Date of the decision	Name of the medicinal product	Holder of the marketing authorization	Number of the entry in the Community Register	Date of notification
7.11.2005	Abilify	Otsuka Pharmaceutical Europe Ltd, Commonwealth House, 2 Chalkhill Road, Hammersmith, London W6 8DW, United Kingdom	EU/1/04/276/001-032	9.11.2005
7.11.2005	Kivexa	Glaxo Group Ltd, Berkeley Avenue, Greenford, Middlesex UB6 0NN, United Kingdom	EU/1/04/298/001-002	9.11.2005
7.11.2005	Ziagen	Glaxo Group Ltd, Greenford, Middlesex UB6 0NN, United Kingdom	EU/1/99/112/001-002	9.11.2005
7.11.2005	Rapamune	Wyeth Europa Limited, Huntercombe Lane South, Taplow, Maidenhead, Berkshire, SL6 0PH, United Kingdom	EU/1/01/171/001-012	9.11.2005
7.11.2005	Xagrid	Shire Pharmaceutical Contracts Ltd, Hampshire International Business Park, Chineham, Basingstoke, Hampshire RG24 8EP, United Kingdom	EU/1/04/295/001	9.11.2005
7.11.2005	Emend	Merck Sharp & Dohme Ltd, Hertford Road, Hoddesdon, Hertfordshire EN11 9BU, United Kingdom	EU/1/03/262/001-006	9.11.2005
15.11.2005	Levitra	Bayer AG, D-51368 Leverkusen	EU/1/03/248/001-012	18.11.2005
15.11.2005	Cialis -	Lilly ICOS Limited, St Bride's House — 10 Salisbury Square — London EC4Y 8EH — United Kingdom	EU/1/02/237/001-005	18.11.2005
15.11.2005	Taxotere	Aventis Pharma SA, 20 avenue Raymond Aron, F-92165 Antony Cedex	EU/1/95/002/001-002	18.11.2005
15.11.2005	NeuroBloc	Solstice Neurosciences Ltd, Fitzwilton House, Wilton Place, Dublin 2, Ireland	EU/1/00/166/001-003	21.11.2005
15.11.2005	Vivanza —	Bayer AG, D-51368 Leverkusen	EU/1/03/249/001-012	18.11.2005
15.11.2005	Viagra	Pfizer Limited, Sandwich, Kent CT13 9NJ, United Kingdom	EU/1/98/077/001-012	18.11.2005
15.11.2005	PegIntron	Schering Plough Europe, Rue de Stalle, 73, B-1180 Bruxelles — Stallestraat, 73 — B-1180 Brussel	EU/1/00/131/001-050	18.11.2005
15.11.2005	CellCept	Roche Registration Limited, 6 Falcon Way, Shire Park, Welwyn Garden City, AL7 1TW, United Kingdom	EU/1/96/005/001-006	18.11.2005
15.11.2005	Ebixa	H. Lundbeck A/S, Ottiliavej 9, DK-2500 Valby	EU/1/02/219/001-013	18.11.2005
15.11.2005	Arava	Aventis Pharma Deutschland GmbH, D-65926 Frankfurt am Main	EU/1/99/118/001-010	18.11.2005

<sup>(1)</sup> OJ L 214, 24.8.1993, p. 1.

Date of the decision	Name of the medicinal product	Holder of the marketing authorization	Number of the entry in the Community Register	Date of notification
15.11.2005	Avandamet	SmithKline Beecham plc, 980 Great West Road, Brentford, Middlesex, TW8 9GS United Kingdom	EU/1/03/258/001-014	18.11.2005
15.11.2005	Xigris	Eli Lilly Nederland BV, Grootslag 1-5, 3991 RA Houten, Nederland	EU/1/02/225/001-002	18.11.2005
15.11.2005	Emtriva	Gilead Sciences International Limited, Cambridge CB1 6GT United Kingdom	EU/1/03/261/001-003	18.11.2005
15.11.2005	Viramune	Boehringer Ingelheim International GmbH, Binger Strasse 173- D — 55216 Ingelheim am Rhein	EU/1/97/055/001-003	18.11.2005
15.11.2005	Tracleer	Actelion Registration Ltd, BSI Building 13th Floor, 389 Chiswick High Road, London W4 4AL, United Kingdom	EU/1/02/220/001-005	18.11.2005
15.11.2005	Viraferonpeg	Schering Plough Europe, Rue de Stalle, 73, B-1180 Bruxelles — Stallestraat, 73 — B-1180 Brussel	EU/1/00/132/001-050	18.11.2005
15.11.2005	Zevalin	Schering AG, Müllerstrasse 170-178, D — 13342 Berlin	EU/1/03/264/001	18.11.2005
15.11.2005	Ariclaim	Boehringer Ingelheim International GmbH, Binger Strasse 173, D-55216 Ingelheim am Rhein	EU/1/04/283/001-007	18.11.2005
15.11.2005	Mabthera	Roche Registration Limited, 6 Falcon Way, Shire Park, Welwyn Garden City, AL7 1TW, United Kingdom	EU/1/98/067/001-002	18.11.2005
15.11.2005	Advate	Baxter AG, Industriestraße 67, A-1221 Wien	EU/1/03/271/001-004	18.11.2005
15.11.2005	Temodal	Schering Plough Europe, Rue de Stalle, 73, B-1180 Bruxelles	EU/1/98/096/001-008	18.11.2005
15.11.2005	Somavert	Pfizer Limited, Sandwich, Kent, CT13 9NJ, United Kingdom	EU/1/02/240/001-004	23.11.2005
15.11.2005	Axura	Merz Pharmaceuticals GmbH, Eckenheimer Landstr. 100-104, D-60318 Frankfurt/Main	EU/1/02/218/001-011	18.11.2005
16.11.2005	NovoSeven	Novo Nordisk A/S, Novo Allé, DK-2880 Bagsvaerd	EU/1/96/006/001-003	21.11.2005
16.11.2005	Truvada	Gilead Sciences International Limited, Granta Park Abington Cambridge CB1 6GT United Kingdom	EU/1/04/305/001	18.11.2005
17.11.2005	Lyrica	PFIZER Ltd, Ramsgate Road, Sandwich, Kent CT 13 9NJ, United Kingdom	EU/1/04/279/001-032	18.11.2005
17.11.2005	Integrilin	Glaxo Group Ltd, Berkeley Avenue, Greenford, Middlesex UB6 0NN, United Kingdom	EU/1/99/109/001-002	21.11.2005
17.11.2005	Yentreve	Eli Lilly Nederland BV, Grootslag 1-5, 3991 RA Houten, Nederland	EU/1/04/280/001-007	21.11.2005
17.11.2005	NeoRecormon	Roche Registration Limited, 6 Falcon Way, Shire Park, Welwyn Garden City, AL7 1TW, United Kingdom	EU/1/97/031/001-003 EU/1/97/031/019-046	21.11.2005
17.11.2005	REYATAZ	Bristol — Myers Squibb Pharma EEIG, 141-149 Staines Road, Hounslow TW3 3JA, United Kingdom	EU/1/03/267/001-007	21.11.2005

Date of the decision	Name of the medicinal product	Holder of the marketing authorization	Number of the entry in the Community Register	Date of notification
17.11.2005	Panretin	Ligand Pharmaceuticals UK Ltd, Innovis House, 108 High Street, Crawley, West Sussex RH10 1BB, United Kingdom	EU/1/00/149/001	21.11.2005
17.11.2005	Agenerase	Glaxo Group Ltd, Greenford, Middlesex UB6 0NN, United Kingdom	EU/1/00/148/001-004	21.11.2005
17.11.2005	Infanrix Hexa	GlaxoSmithKline Biologicals SA, rue de l'Institut 89, B-1330 Rixensart	EU/1/00/152/001-018	21.11.2005
17.11.2005	Infanrix Penta	GlaxoSmithKline Biologicals SA, rue de l'Institut 89, B-1330 Rixensart	EU/1/00/153/001-010	21.11.2005
17.11.2005	Emselex	Novartis Europharm Limited, Wimblehurst Road, Horsham, West Sussex RH12 5AB, United Kingdom	EU/1/04/294/001-028	21.11.2005

— **Suspension of a marketing authorization (Article 18 of Council Regulation (EEC) No 2309/93)**

Date of the decision	Name of the medicinal product	Holder of the marketing authorization	Number of the entry in the Community Register	Date of notification
17.11.2005	Hexavac	Sanofi Pasteur MSD, SNC, 8, rue Jonas Salk, F-69007 Lyon	EU/1/00/147/001-012	21.11.2005

— **Modification of a marketing authorization (Article 34 of Council Regulation (EEC) No 2309/93): Accepted**

Date of the decision	Name of the medicinal product	Holder of the marketing authorization	Number of the entry in the Community Register	Date of notification
17.11.2005	Pruban	Intervet International BV, Wim de Körverstraat 35, 5831 AN Boxmeer, Nederland	EU/2/00/024/001	21.11.2005

Anyone wishing to consult the public assessment report on the medicinal products in question and the decisions relating thereto is invited to contact:

The European Medicines Agency  
7 Westferry Circus, Canary Wharf  
London E14 4HB  
United Kingdom

**Summary of Community decisions on marketing authorizations in respect of medicinal products  
from 1 November 2005 to 19 November 2005**

*(Decisions taken pursuant to Article 34 of Directive 2001/83/EC <sup>(1)</sup> or Article 38 of Directive 2001/82/EC <sup>(2)</sup>)*

(2005/C 334/07)

**Issuing, maintenance or modification of a national marketing authorisation**

Date of the decision	Name(s) of the medicinal product	Holder(s) of the marketing authorization	Member State concerned	Date of notification
7.11.2005	Coversyl	See Annex	See Annex	24.11.2005

<sup>(1)</sup> OJ L 311, 28.11.2001, p. 67.

<sup>(2)</sup> OJ L 311, 28.11.2001, p. 1.

**LIST OF THE NAMES, PHARMACEUTICAL FORM, STRENGTHS OF THE MEDICINAL PRODUCTS, ROUTE OF ADMINISTRATION, MARKETING AUTHORISATION HOLDERS IN THE MEMBER STATES**

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical form	Route of administration
Austria	Servier Austria GmbH	COVERSUM	2 mg	Tablets	Oral use
Austria	Servier Austria GmbH	COVERSUM	4 mg	Tablets	Oral use
Belgium	Servier Benelux S.A.	COVERSYL	2 mg	Tablets	Oral use
Belgium	Servier Benelux S.A.	COVERSYL	4 mg	Tablets	Oral use
Denmark	Les Laboratoires Servier	COVERSYL	2 mg	Tablets	Oral use
Denmark	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
Finland	Les Laboratoires Servier	COVERSYL	2 mg	Tablets	Oral use
Finland	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
France	Les Laboratoires Servier	COVERSYL	2 mg	Tablets	Oral use
France	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
Germany	Les Laboratoires Servier	COVERSUM COR	2 mg	Tablets	Oral use
Germany	Les Laboratoires Servier	COVERSUM	4 mg	Tablets	Oral use
Greece	Servier Hellas Pharmaceuticals S.A.	COVERSYL	2 mg	Tablets	Oral use
Greece	Servier Hellas Pharmaceuticals S.A.	COVERSYL	4 mg	Tablets	Oral use
Iceland	Les Laboratoires Servier	COVERSYL	2 mg	Tablets	Oral use
Iceland	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
Ireland	Les Laboratoires Servier	COVERSYL	2 mg	Tablets	Oral use
Ireland	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
Italy	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
Luxembourg	Servier Benelux S.A.	COVERSYL	2 mg	Tablets	Oral use
Luxembourg	Servier Benelux S.A.	COVERSYL	4 mg	Tablets	Oral use

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical form	Route of administration
Netherlands	Les Laboratoires Servier	COVERSYL	2 mg	Tablets	Oral use
Netherlands	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
Norway	Les Laboratoires Servier	COVERSYL	2 mg	Tablets	Oral use
Norway	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
Portugal	Servier Portugal — Especialidades Farmacêuticas	COVERSYL	2 mg	Tablets	Oral use
Portugal	Servier Portugal — Especialidades Farmacêuticas	COVERSYL	4 mg	Tablets	Oral use
Spain	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
Sweden	Les Laboratoires Servier	COVERSYL	2 mg	Tablets	Oral use
Sweden	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use
United Kingdom	Les Laboratoires Servier	COVERSYL	2 mg	Tablets	Oral use
United Kingdom	Les Laboratoires Servier	COVERSYL	4 mg	Tablets	Oral use

**Summary of Community decisions on marketing authorizations in respect of medicinal products  
from 20 November 2005 to 30 November 2005**

*(Decisions taken pursuant to Article 34 of Directive 2001/83/EC <sup>(1)</sup> or Article 38 of Directive 2001/82/EC <sup>(2)</sup>)*

(2005/C 334/08)

**Issuing, maintenance or modification of a national marketing authorisation**

Date of the decision	Name(s) of the medicinal product	Holder(s) of the marketing authorization	Member State concerned	Date of notification
28.11.2005	Celocoxib	See Annex I	See Annex I	29.11.2005
28.11.2005	Etoricoxib	See Annex II	See Annex II	29.11.2005
28.11.2005	Lumiracoxib	See Annex III	See Annex III	29.11.2005

<sup>(1)</sup> OJ L 311, 28.11.2001, p. 67.

<sup>(2)</sup> OJ L 311, 28.11.2001, p. 1.



## ANNEX I

**LIST OF THE NAMES, PHARMACEUTICAL FORMS, STRENGTHS OF THE MEDICINAL PRODUCTS, ROUTE OF ADMINISTRATION, AND MARKETING AUTHORISATION HOLDERS IN THE MEMBER STATES AND NORWAY AND ICELAND**

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Österreich	Pfizer Corporation Austria Ges.m.b.H. Seidengasse 33-35 A-1071 Wien	Celebrex	100 mg	Capsules	Oral
	Pfizer Corporation Austria Ges.m.b.H. Seidengasse 33-35 A-1071 Wien	Celebrex	200 mg	Capsules	Oral
	Pfizer Corporation Austria Ges.m.b.H. Seidengasse 33-35 A-1071 Wien	Solexa	100 mg	Capsules	Oral
	Pfizer Corporation Austria Ges.m.b.H. Seidengasse 33-35 A-1071 Wien	Solexa	200 mg	Capsules	Oral
Belgique/België	Pharmacia NV/SA Rijksweg 12 B-2870 Puurs	Celebrex	100 mg	Capsules	Oral
	Pharmacia NV/SA Rijksweg 12 B-2870 Puurs	Celebrex	200 mg	Capsules	Oral
	Pharmacia NV/SA Rijksweg 12 B-2870 Puurs	Solexa	100 mg	Capsules	Oral
	Pharmacia NV/SA Rijksweg 12 B-2870 Puurs	Solexa	200 mg	Capsules	Oral
Κύπρος	Markides & Vouros Ltd. 5a-B Pargas Str P.O.Box 22002 1515 Lefkosia Cyprus	Celebrex	100 mg	Capsules	Oral
	Markides & Vouros Ltd. 5a-B Pargas Str P.O.Box 22002 1515 Lefkosia Cyprus	Celebrex	200 mg	Capsules	Oral
Česká republika	Pharmacia Ltd. Davy Avenue Know Hill Milton Keynes MK5 8PH United Kingdom	Celebrex	100 mg	Capsules	Oral
	Pharmacia Ltd. Davy Avenue Know Hill Milton Keynes MK5 8PH United Kingdom	Celebrex	200 mg	Capsules	Oral

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Danmark	Pfizer ApS Lautrupvang 8 DK-2750 Ballerup	Celebra	100 mg	Capsules	Oral
	Pfizer ApS Lautrupvang 8 DK-2750 Ballerup	Celebra	200 mg	Capsules	Oral
	Pfizer ApS Lautrupvang 8 DK-2750 Ballerup	Solexa	100 mg	Capsules	Oral
	Pfizer ApS Lautrupvang 8 DK-2750 Ballerup	Solexa	200 mg	Capsules	Oral
Eesti	Pfizer H.C.P. Corporation Eesti Pirita tee 20 EE-10127 Tallinn	Celebrex	100 mg	Capsules	Oral
	Pfizer H.C.P. Corporation Eesti Pirita tee 20 EE-10127 Tallinn	Celebrex	200 mg	Capsules	Oral
Suomi	Pfizer Oy Tietokuja 4 FIN-00330 Helsinki	Celebra	100 mg	Capsules	Oral
	Pfizer Oy Tietokuja 4 FIN-00330 Helsinki	Celebra	200 mg	Capsules	Oral
	Pfizer Oy Tietokuja 4 FIN-00330 Helsinki	Solexa	100 mg	Capsules	Oral
	Pfizer Oy Tietokuja 4 FIN-00330 Helsinki	Solexa	200 mg	Capsules	Oral
France	Pfizer Holding France 23-25, avenue du Docteur Lannelongue F-75668 Paris Cedex 14	Celebrex	100 mg	Capsules	Oral
	Pfizer Holding France 23-25, avenue du Docteur Lannelongue F-75668 Paris Cedex 14	Celebrex	200 mg	Capsules	Oral
	Cardel 23-25, avenue du Docteur Lannelongue F-75668 Paris Cedex 14	Solexa	100 mg	Capsules	Oral
	Cardel 23-25, avenue du Docteur Lannelongue F-75668 Paris Cedex 14	Solexa	200 mg	Capsules	Oral

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Deutschland	Pharmacia GmbH Pfizerstr. 1 D-76139 Karlsruhe	Celebra	200 mg	Capsules	Oral
	Pharmacia GmbH Pfizerstr. 1 D-76139 Karlsruhe	Celebra	100 mg	Capsules	Oral
	Pharmacia GmbH Pfizerstr. 1 D-76139 Karlsruhe	Celebrex	200 mg	Capsules	Oral
	Pharmacia GmbH Pfizerstr. 1 D-76139 Karlsruhe	Celebrex	100 mg	Capsules	Oral
Ελλάδα	Pfizer Hellas A.E. 5, Alketou Street GR-116 33 Athens	Celebrex	100 mg	Capsules	Oral
	Pfizer Hellas A.E. 5, Alketou Street GR-116 33 Athens	Celebrex	200 mg	Capsules	Oral
	Pfizer Hellas A.E. 5, Alketou Street GR-116 33 Athens	Aclarex	100 mg	Capsules	Oral
	Pfizer Hellas A.E. 5, Alketou Street GR-116 33 Athens	Aclarex	200 mg	Capsules	Oral
Magyarország	Pfizer Kft. Alkotás utca 53. MOM Park 'F' Épület H-1123 Budapest	Celebrex	200 mg	Capsules	Oral
Island	Pfizer ApS Lautrupvang 8 DK-2750 Ballerup	Celebra	100 mg	Capsules	Oral
	Pfizer ApS Lautrupvang 8 DK-2750 Ballerup	Celebra	200 mg	Capsules	Oral
Ireland	Pharmacia Ireland Limited Airways Industrial Estate Dublin 17 Ireland	Celebrex	100 mg	Capsules	Oral
	Pharmacia Ireland Limited Airways Industrial Estate Dublin 17 Ireland	Celebrex	200 mg	Capsules	Oral
	Pharmacia Ireland Limited Airways Industrial Estate Dublin 17 Ireland	Solexa	100 mg	Capsules	Oral
	Pharmacia Ireland Limited Airways Industrial Estate Dublin 17 Ireland	Solexa	200 mg	Capsules	Oral

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Italia	Pharmacia Italia S.p.A. Via Robert Koch, 1-2 I-20152 Milano	Artilog	100 mg	Capsules	Oral
	Pharmacia Italia S.p.A. Via Robert Koch, 1-2 I-20152 Milano	Artilog	200 mg	Capsules	Oral
	Sefarma S.r.l. Via Robert Koch, 1-2 I-20152 Milano	Artrid	100 mg	Capsules	Oral
	Sefarma S.r.l. Via Robert Koch, 1-2 I-20152 Milano	Artrid	200 mg	Capsules	Oral
	Pfizer Italia S.r.l. Strada Statale 156 KM 50 I-04010 Borgo San Michele, Latina	Solexa	100 mg	Capsules	Oral
	Pfizer Italia S.r.l. Strada Statale 156 KM 50 I-04010 Borgo San Michele, Latina	Solexa	200 mg	Capsules	Oral
	Pharmacia Italia S.p.A. Via Robert Koch, 1-2 I-20152 Milano	Celebrex	100 mg	Capsules	Oral
	Pharmacia Italia S.p.A. Via Robert Koch, 1-2 I-20152 Milano	Celebrex	200 mg	Capsules	Oral
Latvija	Pfizer Ltd. Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Celebrex	100 mg	Capsules	Oral
	Pfizer Ltd. Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Celebrex	200 mg	Capsules	Oral
Lietuva	Pfizer H.C.P. Corporation Representation Office in Lithuania A. Gostauto 40 a LT-01112 Vilnius	Celebrex	100 mg	Capsules	Oral
	Pfizer H.C.P. Corporation Representation Office in Lithuania A. Gostauto 40 a LT-01112 Vilnius	Celebrex	200 mg	Capsules	Oral
Luxembourg	Pharmacia NV/SA Rijksweg 12 B-2870 Puurs	Celebrex	100 mg	Capsules	Oral
	Pharmacia NV/SA Rijksweg 12 B-2870 Puurs	Celebrex	200 mg	Capsules	Oral
	Pharmacia NV/SA Rijksweg 12 B-2870 Puurs	Solexa	100 mg	Capsules	Oral
	Pharmacia NV/SA Rijksweg 12 B-2870 Puurs	Solexa	200 mg	Capsules	Oral

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Malta	Pfizer Hellas A. E. 5, Alketou Street GR-116 33 Athens	Celebrex	100 mg	Capsules	Oral
	Pfizer Hellas A. E. 5, Alketou Street GR-116 33 Athens	Celebrex	200 mg	Capsules	Oral
Norge	Pfizer AS Postboks 3 N-1324 Lysaker	Celebra	100 mg	Capsules	Oral
	Pfizer AS Postboks 3 N-1324 Lysaker	Celebra	200 mg	Capsules	Oral
Polska	Pharmacia Ltd. Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Celebrex	100 mg	Capsules	Oral
	Pharmacia Ltd. Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Celebrex	200 mg	Capsules	Oral
Portugal	Laboratórios Pfizer, Lda. Lagoas Park, Edifício n.º 10 P-2740-244 Porto Salvo	Celebrex	100 mg	Capsules	Oral
	Laboratórios Pfizer, Lda. Lagoas Park, Edifício n.º 10 P-2740-244 Porto Salvo	Celebrex	200 mg	Capsules	Oral
	Lab. Medinfar — Produtos Farmacêuticos S.A. R. Manuel Ribeiro de Pavia, n.º 1 — Venda Nova P-2700-547 Amadora	Solexa	100 mg	Capsules	Oral
	Lab. Medinfar — Produtos Farmacêuticos S.A. R. Manuel Ribeiro de Pavia, n.º 1 — Venda Nova P-2700-547 Amadora	Solexa	200 mg	Capsules	Oral
Slovenská republika	Pfizer Europe MA EEIG Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Celebrex	100 mg	Capsules	Oral
	Pfizer Europe MA EEIG Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Celebrex	200 mg	Capsules	Oral
Slovenija	Pfizer Luxembourg SARL 283, route d'Arlon L-8011 Strassen	Celebrex	100 mg	Capsules	Oral
	Pfizer Luxembourg SARL 283, route d'Arlon L-8011 Strassen	Celebrex	200 mg	Capsules	Oral

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
España	Pharmacia Spain S.A. Avenida de Europa, 20-B Parque Empresarial La Moraleja E-28108 Alcobendas, Madrid	Celebrex	100 mg	Capsules	Oral
	Pharmacia Spain S.A. Avenida de Europa, 20-B Parque Empresarial La Moraleja E-28108 Alcobendas, Madrid	Artilog	100 mg	Capsules	Oral
	Pharmacia Spain S.A. Avenida de Europa, 20-B Parque Empresarial La Moraleja E-28108 Alcobendas, Madrid	Celebrex	200 mg	Capsules	Oral
	Pharmacia Spain S.A. Avenida de Europa, 20-B Parque Empresarial La Moraleja E-28108 Alcobendas, Madrid	Artilog	200 mg	Capsules	Oral
Sverige	Pfizer AB Nytorpsvägen 36 P.O. Box 501 S-183 25 Täby	Celebra	100 mg	Capsules	Oral
	Pfizer AB Nytorpsvägen 36 P.O. Box 501 S-183 25 Täby	Celebra	200 mg	Capsules	Oral
	Pfizer AB Nytorpsvägen 36 P.O. Box 501 S-183 25 Täby	Solexa	100 mg	Capsules	Oral
	Pfizer AB Nytorpsvägen 36 P.O. Box 501 S-183 25 Täby	Solexa	200 mg	Capsules	Oral
	Pfizer AB Nytorpsvägen 36 P.O. Box 501 S-183 25 Täby	Celora	100 mg	Capsules	Oral
	Pfizer AB Nytorpsvägen 36 P.O. Box 501 S-183 25 Täby	Celora	200 mg	Capsules	Oral
	Pfizer AB Nytorpsvägen 36 P.O. Box 501 S-183 25 Täby	Aclarix	100 mg	Capsules	Oral
	Pfizer AB Nytorpsvägen 36 P.O. Box 501 S-183 25 Täby	Aclarix	200 mg	Capsules	Oral

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Nederland	Pfizer bv Rivium Westlaan 142 2909 LD Capelle a/d IJssel Nederland	Celebrex	100 mg	Capsules	Oral
	Pfizer bv Rivium Westlaan 142 2909 LD Capelle a/d IJssel Nederland	Celebrex	200 mg	Capsules	Oral
	Pfizer bv Rivium Westlaan 142 2909 LD Capelle a/d IJssel Nederland	Solexa	100 mg	Capsules	Oral
	Pfizer bv Rivium Westlaan 142 2909 LD Capelle a/d IJssel Nederland	Solexa	200 mg	Capsules	Oral
United Kingdom	Pfizer Ltd. Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Celebrex	100 mg	Capsules	Oral
	Pfizer Ltd. Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Celebrex	200 mg	Capsules	Oral
	Pfizer Ltd. Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Solexa	100 mg	Capsules	Oral
	Pfizer Ltd. Ramsgate Road Sandwich Kent CT13 9NJ United Kingdom	Solexa	200 mg	Capsules	Oral

## ANNEX II

**LIST OF THE NAMES, PHARMACEUTICAL FORMS, STRENGTHS OF THE MEDICINAL PRODUCTS, ROUTE OF ADMINISTRATION, AND MARKETING AUTHORISATION HOLDERS IN THE MEMBER STATES AND NORWAY AND ICELAND**

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Belgique/België	Merck Sharp & Dohme BV Chaussée de Waterloo, 1135 B-1180 Bruxelles	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Chaussée de Waterloo, 1135 B-1180 Bruxelles	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Chaussée de Waterloo, 1135 B-1180 Bruxelles	Arcoxia	120 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Chaussée de Waterloo, 1135 B-1180 Bruxelles	Ranacox	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Chaussée de Waterloo, 1135 B-1180 Bruxelles	Ranacox	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Chaussée de Waterloo, 1135 B-1180 Bruxelles	Ranacox	120 mg	Film-coated tablet	Oral use
Κύπρος	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	120 mg	Film-coated tablet	Oral use
Danmark	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	120 mg	Film-coated tablet	Oral use



Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Deutschland	MSD Sharp & Dohme GmbH Lindenplatz 1 D-85540 Haar	Etoricoxib MSD	120 mg	Film-coated tablet	Oral use
	MSD Sharp & Dohme GmbH Lindenplatz 1 D-85540 Haar	Etoricoxib MSD	90 mg	Film-coated tablet	Oral use
	MSD Sharp & Dohme GmbH Lindenplatz 1 D-85540 Haar	Etoricoxib MSD	60 mg	Film-coated tablet	Oral use
	MSD Sharp & Dohme GmbH Lindenplatz 1 D-85540 Haar	Auxib	120 mg	Film-coated tablet	Oral use
	MSD Sharp & Dohme GmbH Lindenplatz 1 D-85540 Haar	Auxib	90 mg	Film-coated tablet	Oral use
	MSD Sharp & Dohme GmbH Lindenplatz 1 D-85540 Haar	Auxib	60 mg	Film-coated tablet	Oral use
	MSD Sharp & Dohme GmbH Lindenplatz 1 D-85540 Haar	Arcoxia	120 mg	Film-coated tablet	Oral use
	MSD Sharp & Dohme GmbH Lindenplatz 1 D-85540 Haar	Arcoxia	90 mg	Film-coated tablet	Oral use
	MSD Sharp & Dohme GmbH Lindenplatz 1 D-85540 Haar	Arcoxia	60 mg	Film-coated tablet	Oral use
Eesti	Merck Sharp & Dohme OÜ Peterburi tee 46 EE-11415 Tallinn	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme OÜ Peterburi tee 46 EE-11415 Tallinn	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme OÜ Peterburi tee 46 EE-11415 Tallinn	Arcoxia	120 mg	Film-coated tablet	Oral use
Suomi	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	90 mg	Film-coated tablet	Oral use

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	120 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Turox	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Turox	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Turox	120 mg	Film-coated tablet	Oral use
Ελλάδα	Vianex SA Tatoiou Street 18 Km Athens-Lamia National Road GR-14671 Nea Erythrea — Athene	Arcoxia	60 mg	Film-coated tablet	Oral use
	Vianex SA Tatoiou Street 18 Km Athens-Lamia National Road GR-14671 Nea Erythrea — Athene Griekenland	Arcoxia	90 mg	Film-coated tablet	Oral use
	Vianex SA Tatoiou Street 18 Km Athens-Lamia National Road GR-14671 Nea Erythrea — Athene	Arcoxia	120 mg	Film-coated tablet	Oral use
	Vianex SA Tatoiou Street 18 Km Athens-Lamia National Road GR-14671 Nea Erythrea — Athene	Turox	60 mg	Film-coated tablet	Oral use
	Vianex SA Tatoiou Street 18 Km Athens-Lamia National Road GR-14671 Nea Erythrea — Athene	Turox	90 mg	Film-coated tablet	Oral use
	Vianex SA Tatoiou Street 18 Km Athens-Lamia National Road GR-14671 Nea Erythrea — Athene	Turox	120 mg	Film-coated tablet	Oral use
Magyarország	MSD Hungary Ltd. Alkotás utca 50 H-1123 Budapest	Arcoxia	60 mg	Film-coated tablet	Oral use
	MSD Hungary Ltd. Alkotás utca 50 H-1123 Budapest	Arcoxia	90 mg	Film-coated tablet	Oral use
	MSD Hungary Ltd. Alkotás utca 50 H-1123 Budapest	Arcoxia	120 mg	Film-coated tablet	Oral use

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Ireland	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Arcoxia	120 mg	Film-coated tablet	Oral use
Island	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	120 mg	Film-coated tablet	Oral use
Italia	Merck Sharp & Dohme Italia SpA Via G. Fabbroni, 6 I-00191 Roma	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Italia SpA Via G. Fabbroni, 6 I-00191 Roma	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Italia SpA Via G. Fabbroni, 6 I-00191 Roma	Arcoxia	120 mg	Film-coated tablet	Oral use
	Istituto Gentili SpA Via Benedetto Croce, 37 I-56125 Pisa	Algix	60 mg	Film-coated tablet	Oral use
	Istituto Gentili SpA Via Benedetto Croce, 37 I-56125 Pisa	Algix	90 mg	Film-coated tablet	Oral use
	Istituto Gentili SpA Via Benedetto Croce, 37 I-56125 Pisa	Algix	120 mg	Film-coated tablet	Oral use
	Neopharmed SpA Via G. Fabbroni, 6 I-00191 Roma	Recoxib	60 mg	Film-coated tablet	Oral use

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
	Neopharmed SpA Via G. Fabbroni, 6 I-00191 Roma	Recoxib	90 mg	Film-coated tablet	Oral use
	Neopharmed SpA Via G. Fabbroni, 6 I-00191 Roma	Recoxib	120 mg	Film-coated tablet	Oral use
	Addenda Pharma Srl Via dei Santi Pietro e Paolo, 30 I-00144 Roma	Tauxib	60 mg	Film-coated tablet	Oral use
	Addenda Pharma Srl Via dei Santi Pietro e Paolo, 30 I-00144 Roma	Tauxib	90 mg	Film-coated tablet	Oral use
	Addenda Pharma Srl Via dei Santi Pietro e Paolo, 30 I-00144 Roma	Tauxib	120 mg	Film-coated tablet	Oral use
Latvija	SIA 'Merck Sharp & Dohme Latvija' Skanstes iela 13 LV-1013 Riga	Arcoxia	60 mg	Film-coated tablet	Oral use
	SIA 'Merck Sharp & Dohme Latvija' Skanstes iela 13 LV-1013 Riga	Arcoxia	90 mg	Film-coated tablet	Oral use
	SIA 'Merck Sharp & Dohme Latvija' Skanstes iela 13 LV-1013 Riga	Arcoxia	120 mg	Film-coated tablet	Oral use
Lietuva	Merck Sharp & Dohme UAB, Lithuania Gelezinio Vilko 18A LT-01112 Vilnius	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme UAB, Lithuania Gelezinio Vilko 18A LT-01112 Vilnius	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme UAB, Lithuania Gelezinio Vilko 18A LT-01112 Vilnius	Arcoxia	120 mg	Film-coated tablet	Oral use
Luxembourg	Merck Sharp & Dohme SA Chaussée de Waterloo 1135 B-1180 Bruxelles	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme SA Chaussée de Waterloo 1135 B-1180 Bruxelles	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme SA Chaussée de Waterloo 1135 B-1180 Bruxelles	Arcoxia	120 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme SA Chaussée de Waterloo 1135 B-1180 Bruxelles	Ranacox	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme SA Chaussée de Waterloo 1135 B-1180 Bruxelles	Ranacox	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme SA Chaussée de Waterloo 1135 B-1180 Bruxelles	Ranacox	120 mg	Film-coated tablet	Oral use

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Malta	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Arcoxia	120 mg	Film-coated tablet	Oral use
Nederland	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	120 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Auxib	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Auxib	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Auxib	120 mg	Film-coated tablet	Oral use
Norge	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	120 mg	Film-coated tablet	Oral use

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Österreich	Merck Sharp & Dohme GmbH Donau-City Straße 6 A-1220 Wien	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme GmbH Donau-City Straße 6 A-1220 Wien	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme GmbH Donau-City Straße 6 A-1220 Wien	Arcoxia	120 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme GmbH Donau-City Straße 6 A-1220 Wien	Auxib	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme GmbH Donau-City Straße 6 A-1220 Wien	Auxib	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme GmbH Donau-City Straße 6 A-1220 Wien	Auxib	120 mg	Film-coated tablet	Oral use
Polska	MSD Polska Sp. z o.o. ul. Puławska 303 PL-02-785 Warszawa	Arcoxia	60 mg	Film-coated tablet	Oral use
	MSD Polska Sp. z o.o. ul. Puławska 303 PL-02-785 Warszawa	Arcoxia	90 mg	Film-coated tablet	Oral use
	MSD Polska Sp. z o.o. ul. Puławska 303 PL-02-785 Warszawa	Arcoxia	120 mg	Film-coated tablet	Oral use
Portugal	Merck Sharp & Dohme, Lda Quinta Da Fonte Edifício Vasco da Gama, n.º 19, Porto Salvo P-2770-192 Paço d'Arcos	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme, Lda Quinta Da Fonte Edifício Vasco da Gama, n.º 19, Porto Salvo P-2770-192 Paço d'Arcos	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme, Lda Quinta Da Fonte Edifício Vasco da Gama, n.º 19, Porto Salvo P-2770-192 Paço d'Arcos	Arcoxia	120 mg	Film-coated tablet	Oral use
	Laboratórios BIAL-Portela S.A. Av. Da Siderurgia Nacional P-4745-457 S. Mamede do Coronado	Exxiv	60 mg	Film-coated tablet	Oral use
	Laboratórios BIAL-Portela S.A. Av. Da Siderurgia Nacional P-4745-457 S. Mamede do Coronado	Exxiv	90 mg	Film-coated tablet	Oral use
	Laboratórios BIAL-Portela S.A. Av. Da Siderurgia Nacional P-4745-457 S. Mamede do Coronado	Exxiv	120 mg	Film-coated tablet	Oral use

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
	Farmacox-Companhia Farmacêutica, Lda. Quinta Da Fonte Edifício Vasco da Gama, n.º 19, Porto Salvo P-2770-192 Paço d'Arcos	Turox	60 mg	Film-coated tablet	Oral use
	Farmacox-Companhia Farmacêutica, Lda. Quinta Da Fonte Edifício Vasco da Gama, n.º 19, Porto Salvo P-2770-192 Paço d'Arcos	Turox	90 mg	Film-coated tablet	Oral use
	Farmacox-Companhia Farmacêutica, Lda. Quinta Da Fonte Edifício Vasco da Gama, n.º 19, Porto Salvo P-2770-192 Paço d'Arcos	Turox	120 mg	Film-coated tablet	Oral use
Slovenija	Merck Sharp & Dohme Ltd. Šmartinska cesta 140 SI-1000 Ljubljana	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd. Šmartinska cesta 140 SI-1000 Ljubljana	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd. Šmartinska cesta 140 SI-1000 Ljubljana	Arcoxia	120 mg	Film-coated tablet	Oral use
Slovenská republika	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	120 mg	Film-coated tablet	Oral use
Espania	Merck Sharp & Dohme de España S.A. Josefa Valcárcel 38 E-Madrid 28027	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme de España S.A. Josefa Valcárcel 38 E-Madrid 28027	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme de España S.A. Josefa Valcárcel 38 E-Madrid 28027	Arcoxia	120 mg	Film-coated tablet	Oral use
	Laboratorios Abelló S.A. Josefa Valcárcel 38 E-Madrid 28027	Exxiv	60 mg	Film-coated tablet	Oral use
	Laboratorios Abelló S.A. Josefa Valcárcel 38 E-Madrid 28027	Exxiv	90 mg	Film-coated tablet	Oral use
	Laboratorios Abelló S.A. Josefa Valcárcel 38 E-Madrid 28027	Exxiv	120 mg	Film-coated tablet	Oral use

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
Česká republika	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	120 mg	Film-coated tablet	Oral use
United Kingdom	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Arcoxia	120 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Auxib	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Auxib	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Auxib	120 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Exxiv	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Exxiv	90 mg	Film-coated tablet	Oral use



Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Exxiv	120 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Turox	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Turox	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme Ltd Hertford Road Hoddesdon Hertfordshire EN11 9BU United Kingdom	Turox	120 mg	Film-coated tablet	Oral use
Sverige	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Arcoxia	120 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Turox	60 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Turox	90 mg	Film-coated tablet	Oral use
	Merck Sharp & Dohme BV Waarderweg 39 Postbus 581 2003 PC Haarlem Nederland	Turox	120 mg	Film-coated tablet	Oral use

## ANNEX III

**LIST OF THE NAMES, PHARMACEUTICAL FORMS, STRENGTHS OF THE MEDICINAL PRODUCTS, ROUTE OF ADMINISTRATION, AND MARKETING AUTHORISATION HOLDERS IN THE MEMBER STATES AND NORWAY AND ICELAND**

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
United Kingdom	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Prexige	100 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Prexige	200 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Prexige	400 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Lumiracoxib	100 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Lumiracoxib	200 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Lumiracoxib	400 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Frexocel	100 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Frexocel	200 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Frexocel	400 mg	Film-coated tablet	Oral

Member State	Marketing Authorisation Holder	Invented name	Strength	Pharmaceutical Form	Route of administration
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Stellige	100 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Stellige	200 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Stellige	400 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Exforge	100 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Exforge	200 mg	Film-coated tablet	Oral
	Novartis Pharmaceuticals UK Ltd Frimley Business Park Frimley Camberley Surrey GU16 7SR United Kingdom	Exforge	400 mg	Film-coated tablet	Oral

**Summary of Community decisions on marketing authorizations in respect of medicinal products  
from 15 December 2004 to 15 January 2005**

*(Published pursuant to Article 12 or Article 34 of Council Regulation (EEC) No 2309/93 <sup>(1)</sup>)*

(2005/C 334/09)

**— Issuing of a marketing authorization (Article 12 of Council Regulation (EEC) No 2309/93):  
Accepted**

Date of the decision	Name of the medicinal product	Holder of the marketing authorization	Number of the entry in the Community Register	Date of notification
12.1.2005	Avastin	Roche Registration Limited 40, Broadwater Road Welwyn Garden City, Hertfordshire AL7 3AY United Kingdom	EU/1/04/300/001-002	14.1.2005

<sup>(1)</sup> OJ L 214, 24.8.1993, p. 1.

**Publication of an application for registration pursuant to Article 6(2) of Regulation (EEC) No 2081/92 on the protection of geographical indications and designations of origin**

(2005/C 334/10)

This publication confers the right to object to the application pursuant to Articles 7 and 12d of the above-mentioned Regulation. Any objection to this application must be submitted via the competent authority in a Member State, in a WTO member country or in a third country recognized in accordance with Article 12(3) within a time limit of six months from the date of this publication. The arguments for publication are set out below, in particular under 4.6, and are considered to justify the application within the meaning of Regulation (EEC) No 2081/92

SUMMARY

**COUNCIL REGULATION (EEC) No 2081/92**

**‘SANGUEIRA DE BARROSO — MONTALEGRE’**

**EC No: PT/00236/16.05.2002**

**PDO ( ) PGI ( X )**

This summary has been drawn up for information purposes only. For full details, in particular the producers of the PDO or PGI concerned, please consult the complete version of the product specification obtainable at national level or from the European Commission <sup>(1)</sup>.

1. *Responsible department in the Member State:*

Name: Instituto de Desenvolvimento Rural e Hidráulica

Address: Av. Afonso Costa, n.º 1949 — P-002 Lisboa

Tel.: (351-21) 844 22 00

Fax: (351-21) 844 22 02

Email: idrha@idrha.min-agricultura.pt

2. *Group:*

2.1 Name: Cooperativa Agrícola dos Produtores de Batata para Semente de Montalegre, CRL

2.2 Address: Rua General Humberto Delgado 5470 — P-247 Montalegre, Portugal.

Tel.: (351) 276 512 253

Fax: (351) 276 512 528

Email: quadrimonte@iol.pt

2.3 Composition: producers/processors (X) other ( )

3. *Type of product:*

Type 1.2 — Meat-based products

4. *Specification*

(summary of requirements under Article 4(2)):

<sup>(1)</sup> European Commission, Directorate-General for Agriculture, Agricultural product quality policy, B-1049 Brussels.

#### 4.1 Name: 'SANGUEIRA DE BARROSO — MONTALEGRE'

#### 4.2 Description:

A smoked sausage, made from the pig meat, pig fat and blood of the Bisaro breed or of cross-breeds that must be 50 % Bisaro, and wheat bread, made into a soft and dry paste in which small pieces of meat are visible, stuffed into a hog casing (small intestine). The ingredients are seasoned with salt, garlic, red or white wine from the Trás-os-Montes region, powdered chilli pepper (regionally known as '*pimento*') and/or powdered red bell pepper (or '*pimentão*'), parsley, onion and olive oil from the Trás-os-Montes region. It is black in colour and has a rough exterior. It has a cylindrical section of approximately 3 cm in diameter. It is tied shut with two simple knots at each end, using a single piece of cotton twine, which gives the sausage a horseshoe shape.

#### 4.3 Geographical area:

Due to the special production requirements of these sausages, their flavours, the expertise available and the climatic conditions of the region, the geographical area for processing and packing is limited to the municipality of Montalegre, in the Vila Real district. Taking into account the traditional animal feed and existing agricultural production, the geographical area for processing and packing is naturally limited to the municipalities of Boticas, Chaves and Montalegre, in the Vila Real district. The territory consisting of these three municipalities is known and identified as 'Barroso'.

#### 4.4 Proof of origin:

The farms, slaughterhouses and meat-cutting and preparation plants must be licensed, authorised by the group of producers after the private control body has given its approval, and located in the specified production or processing areas respectively. The entire production process, from the farm that produces the raw materials to the place where the product is sold, is subject to a rigorous control system ensuring the product is fully traceable. The pigs are reared in livestock farms possessing an area compatible with traditional, semi-extensive farming systems, where it is possible to produce traditional animal feed. The certification mark on each sausage is numbered, ensuring full traceability to the farm where the product originated. It is possible to prove the origin of the product at any point in the production chain by means of the serial number, which must be indicated on the certification mark.

#### 4.5 Method of production:

The fatty cuts of meat are cut into small pieces. The pig blood is drained and water is added, taking care to whisk the mixture to prevent coagulation. It is then seasoned with salt and garlic and left to rest. The wheat bread is cut into thin slices. The pig meat is seasoned with salt, red or white wine from the Trás-os-Montes region, and garlic. It is marinated for up to 3 days in a cool room with low humidity. The bread and blood are added to the meat mixture (regionally known as the *sorsa*), which is then seasoned with chilli pepper powder and/or red bell pepper powder, chopped parsley, chopped onion and raw olive oil. This mixture is then stuffed into a hog casing (small intestine). After stuffing, the casing is cut to the desired size after the ends have been knotted with cotton twine. The two ends are then tied with simple knots and the sausage is bent into a horseshoe shape. The sausage is smoked over a low fire in a smoking room or a traditional smokehouse for 3 to 4 days. The smoke is obtained through the direct combustion of wood, primarily oak, from the region. The sausage is placed on the market as a whole sausage and is always pre-packed at the place of origin. Due to the product's characteristics and composition, it cannot be cut or sliced. Special material, which is innocuous and inert when it comes into contact with the product, is used for its packaging. The product may be packed in a normal or controlled atmosphere or in a vacuum. Packing can only be carried out in the geographical processing area so as to ensure traceability and control and to prevent any change to the product's taste and microbiological characteristics.

#### 4.6 Link:

Due to climatic, geographic and socio-economic conditions, and the difficulty of communicating with the rest of the country, the diet of the Barroso region was limited to local products, mainly bread, potatoes and pork. References made to taxes on pigs and pork products in various municipal registers, including that of Montalegre, prove that pig-breeding has been important in this area for a very long time. For pork to remain edible throughout the year, ways were discovered to preserve it, and these quickly became ancestral skills passed down from one generation to the next. The preparation of these products is the result of, and is very dependent on, the region's cold and dry climate, which forces every household to keep a fire burning at all times, thus providing unique conditions for smoking, characterised by a light and gradual smoke supply. It was thus that the need to take advantage of and preserve the pig meat provided by the traditional slaughter gave rise to sausages of various shapes, different ingredients and different colours and flavours, but which were always an expression of the local characteristics: the land and its people. In short, the relationship between this product and the geographical area stems from the breed of (indigenous) animal, the local produce fed to these animals, the knowledge to choose the correct pieces of pig meat, the smoking process using regional firewood and the curing process conducted in a very cold and dry environment suitable for preserving the product.

#### 4.7 Inspection body:

Name: Tradição e Qualidade — Associação Interprofissional para Produtos Agro-Alimentares de Trás-os-Montes

Address: Av. 25 de Abril, 273 S/L P-5370 Mirandela

Tel.: (351-278) 26 14 10

Fax: (351-278) 26 14 10

Email: tradicao-qualidade@clix.pt

*Tradição e Qualidade* has been recognised as complying with the requirements of Standard 45011:2001.

#### 4.8 Labelling:

It is compulsory for the labelling to include the following: the wording 'Sangueira de Barroso — Montalegre — Indicação Geográfica Protegida' (Protected Geographical Indication), the Community's own logo, the logo for Barroso-Montalegre, reproduced below, together with the words 'Montalegre' and 'Sangueira'. It must also include the certification mark, which must state the name of the product, the control body and the serial number (numeric or alphanumeric code ensuring the product's traceability).



#### 4.9 National requirements: —

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**Prior notification of a concentration**  
**(Case COMP/M.4067 — Blackstone/Lion Capital/CSEB)**  
**Candidate case for simplified procedure**

(2005/C 334/11)

(Text with EEA relevance)

1. On 20 December 2005, the Commission received a notification of a proposed concentration pursuant to Article 4 of Council Regulation (EC) No 139/2004 <sup>(1)</sup> by which the undertakings Blackstone Group ('Blackstone', USA) and Lion Capital General Partner LLP ('Lion Capital', UK) acquire within the meaning of Article 3(1)(b) of the Council Regulation control of the European Beverages Division of Cadbury Schweppes plc ('CSEB', France) by way of purchase of shares.

2. The business activities of the undertakings concerned are:

- for Blackstone: Private equity company;
- for Lion Capital: Private equity company;
- for CSEB: Production, marketing and distribution of soft drinks.

3. On preliminary examination, the Commission finds that the notified transaction could fall within the scope of Regulation (EC) No 139/2004. However, the final decision on this point is reserved. Pursuant to the Commission Notice on a simplified procedure for treatment of certain concentrations under Council Regulation (EC) No 139/2004 <sup>(2)</sup> it should be noted that this case is a candidate for treatment under the procedure set out in the Notice.

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

Observations must reach the Commission not later than 10 days following the date of this publication. Observations can be sent to the Commission by fax (No (32-2) 296 43 01 or 296 72 44) or by post, under reference number COMP/M.4067 — Blackstone/Lion Capital/CSEB, to the following address:

European Commission  
Competition DG  
Merger Registry  
J-70  
B-1049 Brussels

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<sup>(1)</sup> OJ L 24, 29.1.2004, p. 1.

<sup>(2)</sup> OJ C 56, 5.3.2005 p. 32.



## EUROPEAN DEFENCE AGENCY

### **Communication relating to the revision of the financial provisions applicable to the general budget**

(2005/C 334/12)

The Steering Board of the European Defence Agency has decided on 16 December 2005, to modify Title III (Procurement) of the financial provisions applicable to the general budget of the Agency (Annex to Decision 2004/658/PESC of the Council, of 13 September 2004, OJ L 300 of 25.9.2004, p. 52). The revised text is published in the following address:

<http://www.eda.eu.int/procurement/procurement.htm>

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