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II

(Non-legislative acts)

INTERNATIONAL AGREEMENTS

COUNCIL DECISION

of 23 July 2012

on the signing, on behalf of the European Union, of the Agreement between the European Union and Ukraine amending the Agreement between the European Community and Ukraine on the facilitation of the issuance of visas

(2012/428/EU)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular point (a) of Article 77(2), in conjunction with Article 218(5), thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) The Agreement between the European Community and Ukraine on the facilitation of the issuance of visas⁽¹⁾ entered into force on 1 January 2008.
- (2) On 11 April 2011, the Council authorised the Commission to open negotiations with Ukraine on amendments to that Agreement between the European Community and Ukraine on the facilitation of the issuance of visas. The negotiations were successfully concluded by the initialling of the Agreement between the European Union and Ukraine amending the Agreement between the European Community and Ukraine on the facilitation of the issuance of visas ('the Agreement') in February 2012.
- (3) The Agreement should be signed subject to its conclusion.
- (4) This Decision constitutes a development of the provisions of the Schengen *acquis* in which the United Kingdom does not take part, in accordance with Council Decision 2000/365/EC of 29 May 2000 concerning the request of the United Kingdom of Great Britain and Northern Ireland to take part in some of the provisions

of the Schengen *acquis*⁽²⁾; the United Kingdom is therefore not taking part in its adoption and is not bound by it or subject to its application.

- (5) This Decision constitutes a development of the provisions of the Schengen *acquis* in which Ireland does not take part, in accordance with Council Decision 2002/192/EC of 28 February 2002 concerning Ireland's request to take part in some of the provisions of the Schengen *acquis*⁽³⁾; Ireland is therefore not taking part in its adoption and is not bound by it or subject to its application.
- (6) In accordance with Articles 1 and 2 of the Protocol (No 22) on the position of Denmark, annexed to the Treaty on European Union and to the Treaty on the Functioning of the European Union, Denmark is not taking part in the adoption of this Decision and is not bound by it or subject to its application,

HAS ADOPTED THIS DECISION:

Article 1

The signing of the Agreement between the European Union and Ukraine amending the Agreement between the European Community and Ukraine on the facilitation of the issuance of visas is hereby authorised on behalf of the Union, subject to the conclusion of the said Agreement⁽⁴⁾.

Article 2

The President of the Council is hereby authorised to designate the person(s) empowered to sign the Agreement on behalf of the Union.

⁽²⁾ OJ L 131, 1.6.2000, p. 43.

⁽³⁾ OJ L 64, 7.3.2002, p. 20.

⁽⁴⁾ The text of the Agreement will be published together with the decision on its conclusion.

⁽¹⁾ OJ L 332, 18.12.2007, p. 68.

Article 3

This Decision shall enter into force on the day of its adoption.

Done at Brussels, 23 July 2012.

For the Council

The President

C. ASHTON

COUNCIL DECISION**of 24 July 2012****on the conclusion of the Agreement between the European Union and the Government of the Russian Federation on trade in parts and components of motor vehicles between the European Union and the Russian Federation**

(2012/429/EU)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular the first subparagraph of Article 207(4) in conjunction with Article 218(6)(a) thereof,

Having regard to the proposal from the European Commission,

Having regard to the consent of the European Parliament,

Whereas:

(1) In accordance with Council Decision 2012/106/EU ⁽¹⁾, the Agreement between the European Union and the Government of the Russian Federation on trade in parts and components of motor vehicles between the European Union and the Russian Federation ('the Agreement'), was signed on 16 December 2011, subject to its conclusion.

(2) The Agreement should be approved,

HAS ADOPTED THIS DECISION:

Article 1

The Agreement between the European Union and the Government of the Russian Federation on trade in parts and

components of motor vehicles between the European Union and the Russian Federation, is hereby approved on behalf of the Union ⁽²⁾.

Article 2

The President of the Council shall designate the person(s) empowered to proceed, on behalf of the Union, to make the notification provided for in Article 13(2) of the Agreement in order to express the consent of the Union to be bound by the Agreement ⁽³⁾.

Article 3

This Decision shall enter into force on the date of its adoption.

Done at Brussels, 24 July 2012.

For the Council

The President

A. D. MAVROYIANNIS

⁽¹⁾ OJ L 57, 29.2.2012, p. 14.

⁽²⁾ The Agreement has been published in OJ L 57, 29.2.2012, p. 15, together with the decision on signing.

⁽³⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Union* by the General Secretariat of the Council.

REGULATIONS

COMMISSION IMPLEMENTING REGULATION (EU) No 648/2012

of 25 July 2012

establishing the standard import values for determining the entry price of certain fruit and vegetables

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation) ⁽¹⁾,

Having regard to Commission Implementing Regulation (EU) No 543/2011 of 7 June 2011 laying down detailed rules for the application of Council Regulation (EC) No 1234/2007 in respect of the fruit and vegetables and processed fruit and vegetables sectors ⁽²⁾, and in particular Article 136(1) thereof,

Whereas:

- (1) Implementing Regulation (EU) No 543/2011 lays down, pursuant to the outcome of the Uruguay Round multi-lateral trade negotiations, the criteria whereby the

Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in Annex XVI, Part A thereto.

- (2) The standard import value is calculated each working day, in accordance with Article 136(1) of Implementing Regulation (EU) No 543/2011, taking into account variable daily data. Therefore this Regulation should enter into force on the day of its publication in the *Official Journal of the European Union*,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 136 of Implementing Regulation (EU) No 543/2011 are fixed in the Annex to this Regulation.

Article 2

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

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

Done at Brussels, 25 July 2012.

*For the Commission,
On behalf of the President,
José Manuel SILVA RODRÍGUEZ
Director-General for Agriculture and
Rural Development*

⁽¹⁾ OJ L 299, 16.11.2007, p. 1.

⁽²⁾ OJ L 157, 15.6.2011, p. 1.

ANNEX

Standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)		
CN code	Third country code ⁽¹⁾	Standard import value
0707 00 05	TR	95,4
	ZZ	95,4
0709 93 10	TR	96,1
	ZZ	96,1
0805 50 10	AR	83,2
	TR	89,0
	UY	106,7
	ZA	102,2
	ZZ	95,3
0806 10 10	EG	140,2
	IL	196,3
	MA	135,3
	TR	165,3
	ZZ	159,3
0808 10 80	AR	204,7
	BR	93,3
	CL	106,4
	CN	126,4
	NZ	133,2
	US	136,9
	UY	52,1
	ZA	107,3
	ZZ	120,0
0808 30 90	AR	143,8
	CL	130,0
	NZ	175,8
	ZA	106,1
	ZZ	138,9
0809 10 00	AR	124,4
	TR	169,0
	ZZ	146,7
0809 29 00	TR	349,6
	ZZ	349,6
0809 30	TR	172,7
	ZZ	172,7
0809 40 05	BA	74,7
	IL	84,6
	ZZ	79,7

⁽¹⁾ Nomenclature of countries laid down by Commission Regulation (EC) No 1833/2006 (OJ L 354, 14.12.2006, p. 19). Code 'ZZ' stands for 'of other origin'.

DECISIONS

COUNCIL DECISION

of 26 June 2012

on the position to be taken, on behalf of the European Union, in the EU-EFTA Joint Committee concerning the adoption of a Decision amending the Convention of 20 May 1987 on a common transit procedure

(2012/430/EU)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular the first subparagraph of Article 207(4), in conjunction with Article 218(9), thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) Article 15a of the Convention of 20 May 1987 on a common transit procedure⁽¹⁾ (the 'Convention') allows for a third country to become a Contracting Party to the Convention following a decision of the Joint Committee set up by the Convention to invite the country.
- (2) Article 15 of the Convention empowers the Joint Committee to recommend and adopt, by decisions, amendments to the Convention and the Appendices thereto.
- (3) Turkey formally expressed its wish to join the common transit system and has been invited following a decision by the Joint Committee on 19 January 2012.
- (4) Having satisfied the essential legal, structural and information technology requirements which are preconditions for accession, and following the formal procedure for accession, Turkey will accede to the Convention.
- (5) The enlargement of the common transit system will require certain amendments to the Convention. These concern new linguistic references in Turkish and the appropriate adaptations to guarantee documents.
- (6) The proposed amendment was presented to and discussed within the EU-EFTA Working Group and the text received preliminary approval.

- (7) Therefore, the position of the European Union concerning the proposed amendment should be determined,

HAS ADOPTED THIS DECISION:

Article 1

The position to be taken by the European Union in the EU-EFTA Joint Committee on common transit concerning the adoption of Decision No XXX by that Committee amending the Convention of 20 May 1987 on a common transit procedure shall be based on the draft Decision attached to this Decision.

Minor changes to the draft Decision may be agreed upon by the representatives of the Union in the EU-EFTA Joint Committee after having duly informed the Council.

Article 2

The Commission shall publish the Decision of the EU-EFTA Joint Committee on common transit, once adopted, in the *Official Journal of the European Union*.

Article 3

This Decision is addressed to the Member States.

Done at Luxembourg, 26 June 2012.

For the Council
The President
N. WAMMEN

⁽¹⁾ OJ L 226, 13.8.1987, p. 2.

DRAFT

DECISION No XXX OF THE EU-EFTA JOINT COMMITTEE ON COMMON TRANSIT
of
amending the Convention of 20 May 1987 on a common transit procedure [...]

THE JOINT COMMITTEE,

Having regard to the Convention of 20 May 1987 on a common transit procedure ⁽¹⁾, and in particular Article 15(3)(a) thereof,

Whereas:

- (1) Turkey expressed its wish to accede to the Convention of 20 May 1987 on a common transit procedure (the 'Convention') and has been invited following a decision by the Joint Committee on 19 January 2012 set up by virtue of the Convention.
- (2) Accordingly, the Turkish language versions of the references used in the Convention should be inserted in the Convention in the appropriate order.
- (3) The application of this Decision is linked to the date of accession of Turkey to the Convention.
- (4) In order to allow the use of guarantee forms printed in accordance with the criteria in force prior to the date of accession of Turkey to the Convention, a transitional period should be established during which the printed forms, with some adaptations, could continue to be used.
- (5) Therefore, the Convention should be amended accordingly,

HAS ADOPTED THIS DECISION:

Article 1

Appendix III to the Convention on a common transit procedure is amended as set out in the Annex to this Decision.

Article 2

1. This Decision shall apply from the date Turkey accedes to the Convention.
2. The forms based on the specimen forms in Annexes C1, C2, C3, C4, C5 and C6 to Appendix III may continue to be used, subject to the necessary geographical adaptations and the adaptations concerning the address for service or the authorised agent, until the end of the 12th month following the date of application of this Decision, at the latest.

Done at Brussels,

For the Joint Committee
The President

⁽¹⁾ OJ L 226, 13.8.1987, p. 2.

ANNEX

1. In Annex B1, under Box 51 the following indent is added after Switzerland:
'Turkey TR'.
2. In Annex B6, Title III is amended as follows:
 - 2.1. In the first part of the table 'Limited validity — 99200' the following indent is added after NO:
'— TR Sınırlı Geçerli'
 - 2.2. In the second part of the table 'Waiver — 99201' the following indent is added after NO:
'— TR Vazgeçme'
 - 2.3. In the third part of the table 'Alternative proof — 99202' the following indent is added after NO:
'— TR Alternatif Kanıt'
 - 2.4. In the fourth part of the table 'Differences: office where goods were presented ... (name and country) — 99203' the following indent is added after NO:
'— TR Değişiklikler: Eşyanın sunulduğu idare (adı ve ülkesi)'
 - 2.5. In the fifth part of the table 'Exit from ... subject to restrictions or charges under Regulation/Directive/Decision No ... — 99204' the following indent is added after NO:
'— TR Eşyanın 'dan çıkışı No. lu Tüzük/Direktif/Karar kapsamında kısıtlamalara veya mali yükümlülüklerle tabidir'
 - 2.6. In the sixth part of the table 'Prescribed itinerary waived — 99205' the following indent is added after NO:
'— TR Zorunlu Güzergahtan Vazgeçme'
 - 2.7. In the seventh part of the table 'Authorised consignor — 99206' the following indent is added after NO:
'— TR İzinli Gönderici'
 - 2.8. In the eighth part of the table 'Signature waived — 99207' the following indent is added after NO:
'— TR İmzadan Vazgeçme'
 - 2.9. In the ninth part of the table 'Comprehensive guarantee prohibited — 99208' the following indent is added after NO:
'— TR Kapsamlı teminat yasaklanmıştır'
 - 2.10. In the tenth part of the table 'Unrestricted use — 99209' the following indent is added after NO:
'— TR Kısıtlanmamış kullanım'
 - 2.11. In the eleventh part of the table 'Issued retroactively — 99210' the following indent is added after NO:
'— TR Sonradan Düzenlenmiştir'
 - 2.12. In the twelfth part of the table 'Various — 99211' the following indent is added after NO:
'— TR Çeşitli'
 - 2.13. In the thirteenth part of the table 'Bulk — 99212' the following indent is added after NO:
'— TR Dökme'
 - 2.14. In the fourteenth part of the table 'Consignor — 99213' the following indent is added after NO:
'— TR Gönderici'.

3. Annex C1 is replaced by the following text:

'ANNEX C1

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

INDIVIDUAL GUARANTEE

I. Undertaking by the guarantor

1. The undersigned ⁽¹⁾ resident at ⁽²⁾ hereby jointly and severally guarantees, at the office of guarantee of up to a maximum amount of in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland) and the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino, ⁽³⁾ any amount of principal, further liabilities, expenses and incidentals — but not fines — for which the principal, ⁽⁴⁾ may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods described below placed under the Community or common transit procedure from the office of departure of to the office of destination of

Goods description:

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during the Community or common transit operation covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

4. For the purpose of this undertaking the undersigned gives his or her address for service ⁽⁵⁾ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
.....
.....
.....
.....
.....
.....

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

.....
(Signature) ⁽⁶⁾

II. Acceptance by the office of guarantee

Office of guarantee

Guarantor's undertaking accepted on to cover the Community/common transit operation effected under transit declaration No of ⁽⁷⁾

.....
(Stamp and signature)

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

⁽³⁾ Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

⁽⁴⁾ Surname and forename, or name of firm and full address of the principal.

⁽⁵⁾ If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

⁽⁶⁾ The person signing the document must enter the following by hand before his or her signature: "Guarantee for the amount of", the amount being written out in letters.

⁽⁷⁾ To be completed by the office of departure.'

4. Annex C2 is replaced by the following text:

'ANNEX C2

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

INDIVIDUAL GUARANTEE IN THE FORM OF VOUCHERS

I. Undertaking by the guarantor

1. The undersigned ⁽¹⁾ resident at ⁽²⁾ hereby jointly and severally guarantees, at the office of guarantee of in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland) and the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino ⁽³⁾, any amount of principal, further liabilities, expenses and incidentals — but not fines — for which a principal may be or become liable to the abovementioned States for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure, in respect of which the undersigned has undertaken to issue individual guarantee vouchers up to a maximum of EUR 7 000 per voucher.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested, up to EUR 7 000 per individual guarantee voucher, unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

4. For the purpose of this undertaking the undersigned gives his or her address for service ⁽⁴⁾ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
.....
.....
.....
.....
.....
.....

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

.....
(Signature) ⁽⁵⁾

II. Acceptance by the office of guarantee

Office of guarantee

.....

Guarantor's undertaking accepted on

.....

.....
(Stamp and signature)

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

⁽³⁾ Only for Community transit operations.

⁽⁴⁾ If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

⁽⁵⁾ The signature must be preceded by the following in the signatory's own handwriting: "Guarantee".

5. Annex C4 is replaced by the following text:

'ANNEX C4

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

COMPREHENSIVE GUARANTEE

I. Undertaking by the guarantor

1. The undersigned ⁽¹⁾ resident at ⁽²⁾ hereby jointly and severally guarantees, at the office of guarantee of up to a maximum amount of being 100/50/30 % ⁽³⁾ of the reference amount, in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland) and the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino ⁽⁴⁾, any amount of principal, further liabilities, expenses and incidentals — but not fines — for which the principal ⁽⁵⁾, may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested up to the limit of the abovementioned maximum amount, unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

This amount may not be reduced by any sums already paid under the terms of this undertaking unless the undersigned is called upon to pay a debt arising during a Community or common transit operation commenced before the preceding demand for payment was received or within 30 days thereafter.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

4. For the purpose of this undertaking the undersigned gives his or her address for service ⁽⁶⁾ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
.....
.....
.....
.....
.....
.....

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

.....
(Signature) ⁽⁷⁾

II. Acceptance by the office of guarantee

Office of guarantee

.....

Guarantor's undertaking accepted on

.....

.....
(Stamp and signature)

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

⁽³⁾ Delete what does not apply.

⁽⁴⁾ Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

⁽⁵⁾ Surname and forename, or name of firm and full address of the principal.

⁽⁶⁾ If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

⁽⁷⁾ The signature must be preceded by the following in the signatory's own handwriting: "Guarantee for the amount of ..." with the amount written out in full.'

6. In Box 7 of Annex C5, the word 'Turkey' is inserted between the words 'Switzerland' and 'Andorra'.
 7. In Box 6 of Annex C6, the word 'Turkey' is inserted between the words 'Switzerland' and 'Andorra'.
-

COUNCIL DECISION

of 26 June 2012

on the position to be taken, on behalf of the European Union, in the EU-EFTA Joint Committee concerning the adoption of a Decision amending the Convention of 20 May 1987 on a common transit procedure

(2012/431/EU)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular the first subparagraph of Article 207(4), in conjunction with Article 218(9), thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) Article 15a of the Convention of 20 May 1987 on a common transit procedure⁽¹⁾ (the 'Convention') allows for a third country to become a Contracting Party to the Convention following a decision of the Joint Committee set up by the Convention to invite the country.
- (2) Article 15 of the Convention empowers the Joint Committee to recommend and adopt, by decisions, amendments to the Convention and the Appendices thereto.
- (3) Croatia formally expressed its wish to join the common transit system and has been invited following a decision by the Joint Committee on 19 January 2012.
- (4) Having satisfied the essential legal, structural and information technology requirements, which are preconditions for accession and following the formal procedure for accession, Croatia will accede the Convention.
- (5) The enlargement of the common transit system will require certain amendments to the Convention. These concern new linguistic references in Croatian and the appropriate adaptations to guarantee documents.
- (6) The proposed amendment was presented to and discussed within the EU-EFTA Working Group and the text received preliminary approval.

- (7) Therefore, the position of the European Union concerning the proposed amendment should be determined,

HAS ADOPTED THIS DECISION:

Article 1

The position to be taken by the European Union in the EU-EFTA Joint Committee on common transit concerning the adoption of Decision No XXX by that Committee amending the Convention of 20 May 1987 on a common transit procedure shall be based on the draft Decision attached to this Decision.

Minor changes to the draft Decision may be agreed to by the representatives of the Union in the EU-EFTA Joint Committee after having duly informed the Council.

Article 2

The Commission shall publish the Decision of the EU-EFTA Joint Committee on common transit, once adopted, in the *Official Journal of the European Union*.

Article 3

This Decision is addressed to the Member States.

Done at Luxembourg, 26 June 2012.

For the Council
The President
N. WAMMEN

⁽¹⁾ OJ L 226, 13.8.1987, p. 2.

DRAFT

DECISION No XXX OF THE EU-EFTA JOINT COMMITTEE ON COMMON TRANSIT
of
amending the Convention of 20 May 1987 on a common transit procedure [...]

THE JOINT COMMITTEE,

Having regard to the Convention of 20 May 1987 on a common transit procedure ⁽¹⁾, and in particular Article 15(3)(a) thereof,

Whereas:

- (1) Croatia expressed its wish to accede to the Convention of 20 May 1987 on a common transit procedure (the 'Convention') and has been invited following a decision by the Joint Committee on 19 January 2012 set up by virtue of the Convention.
- (2) Accordingly, the Croatian language versions of the references used in the Convention should be inserted in the Convention in the appropriate order.
- (3) The application of this Decision is linked to the date of accession of Croatia to the Convention.
- (4) In order to allow the use of guarantee forms printed in accordance with the criteria in force prior to the date of accession of Croatia to the Convention, a transitional period should be established during which the printed forms, with some adaptations, could continue to be used.

- (5) Therefore the Convention should be amended accordingly,

HAS ADOPTED THIS DECISION:

Article 1

Appendix III to the Convention on a common transit procedure is amended as set out in the Annex to this Decision.

Article 2

1. This Decision shall apply on the date Croatia accedes to the Convention.
2. The forms based on the specimen forms in Annexes C1, C2, C3, C4, C5 and C6 to Appendix III may continue to be used, subject to the necessary geographical adaptations and the adaptations concerning the address for service or the authorised agent, until the end of the 12th month following the date of application of this Decision, at the latest.

Done at Brussels,

For the Joint Committee
The President

⁽¹⁾ OJ L 226, 13.8.1987, p. 2.

ANNEX

1. In Annex B1, under Box 51 the following indent is added between United Kingdom and Iceland:
'Croatia HR'
2. In Annex B6, Title III is amended as follows:
 - 2.1. In the first part of the table 'Limited validity - 99200' the following indent is added before IS:
'— HR Valjanost ograničena'
 - 2.2. In the second part of the table 'Waiver - 99201' the following indent is added before IS:
'— HR Oslobođeno'
 - 2.3. In the third part of the table 'Alternative proof - 99202' the following indent is added before IS:
'— HR Alternativni dokaz'
 - 2.4. In the fourth part of the table 'Differences: office where goods were presented... (name and country) - 99203' the following indent is added before IS:
'— HR Razlike: Carinarnica kojoj je roba podnesena (naziv i zemlja)'
 - 2.5. In the fifth part of the table 'Exit from... subject to restrictions or charges under Regulation/Directive/Decision No... - 99204' the following indent is added before IS:
'— HR Izlaz iz podliježe ograničenjima ili pristojbama temeljem Uredbe/Direktive/Odluke br...'
 - 2.6. In the sixth part of the table 'Prescribed itinerary waived - 99205' the following indent is added before IS:
'— HR Oslobođeno od propisanog plana puta'
 - 2.7. In the seventh part of the table 'Authorised consignor - 99206', the following indent is added before IS:
'— HR Ovlašteni pošiljatelj'
 - 2.8. In the eighth part of the table 'Signature waived - 99207', the following indent is added before IS:
'— HR Oslobođeno potpisa'
 - 2.9. In the ninth part of the table 'Comprehensive guarantee prohibited - 99208' the following indent is added before IS:
'— HR Zabranjeno zajedničko jamstvo'
 - 2.10. In the tenth part of the table 'Unrestricted use- 99209', the following indent is added before IS:
'— HR Neograničena uporaba'
 - 2.11. In the eleventh part of the table 'Issued retroactively - 99210,' the following indent is added before IS:
'— HR Izdano naknadno'
 - 2.12. In the twelfth part of the table 'Various - 99211', the following indent is added before IS:
'— HR Razni'
 - 2.13. In the thirteenth part of the table 'Bulk - 99212', the following indent is added before IS:
'— HR Rasuto'
 - 2.14. In the fourteenth part of the table 'Consignor - 99213' the following indent is added before IS:
'— HR Pošiljatelj'

3. Annex C1 is replaced by the following text:

‘ANNEX C1

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

INDIVIDUAL GUARANTEE

I. Undertaking by the guarantor

1. The undersigned ⁽¹⁾ resident at ⁽²⁾ hereby jointly and severally guarantees, at the office of guarantee of up to a maximum amount of in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland), and the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Principality of Andorra and the Republic of San Marino, ⁽³⁾ any amount of principal, further liabilities, expenses and incidentals — but not fines — for which the principal, ⁽⁴⁾ may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods described below placed under the Community or common transit procedure from the office of departure of to the office of destination of

Goods description:

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during the Community or common transit operation covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

4. For the purpose of this undertaking the undersigned gives his or her address for service ⁽⁵⁾ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
.....
.....
.....
.....
.....
.....

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

.....
(Signature) ⁽⁶⁾

II. Acceptance by the office of guarantee

Office of guarantee

Guarantor's undertaking accepted on to cover the Community/common transit operation effected under transit declaration No of ⁽⁷⁾

.....
(Stamp and signature)

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

⁽³⁾ Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

⁽⁴⁾ Surname and forename, or name of firm and full address of the principal.

⁽⁵⁾ If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

⁽⁶⁾ The person signing the document must enter the following by hand before his or her signature: "Guarantee for the amount of", the amount being written out in letters.

⁽⁷⁾ To be completed by the office of departure.'

4. Annex C2 is replaced by the following text:

'ANNEX C2

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

INDIVIDUAL GUARANTEE IN THE FORM OF VOUCHERS

I. Undertaking by the guarantor

1. The undersigned ⁽¹⁾ resident at ⁽²⁾ hereby jointly and severally guarantees, at the office of guarantee of in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland) and the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Principality of Andorra and the Republic of San Marino ⁽³⁾, any amount of principal, further liabilities, expenses and incidentals — but not fines — for which a principal may be or become liable to the above mentioned States for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure, in respect of which the undersigned has undertaken to issue individual guarantee vouchers up to a maximum of EUR 7 000 per voucher.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested, up to EUR 7 000 per individual guarantee voucher, unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

4. For the purpose of this undertaking the undersigned gives his or her address for service ⁽⁴⁾ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
.....
.....
.....
.....
.....
.....

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

.....
(Signature) ⁽⁵⁾

II. Acceptance by the office of guarantee

Office of guarantee

.....

Guarantor's undertaking accepted on

.....

.....
(Stamp and signature)

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

⁽³⁾ Only for Community transit operations.

⁽⁴⁾ If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

⁽⁵⁾ The signature must be preceded by the following in the signatory's own handwriting: "Guarantee".

5. Annex C4 is replaced by the following text:

‘ANNEX C 4

COMMON/COMMUNITY TRANSIT PROCEDURE

**GUARANTEE DOCUMENT
COMPREHENSIVE GUARANTEE**

I. Undertaking by the guarantor

1. The undersigned ⁽¹⁾ resident at ⁽²⁾ hereby jointly and severally guarantees, at the office of guarantee of up to a maximum amount of being 100/50/30 % ⁽³⁾ of the reference amount, in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland) and the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Principality of Andorra and the Republic of San Marino, ⁽⁴⁾ any amount of principal, further liabilities, expenses and incidentals — but not fines — for which the principal, ⁽⁵⁾, may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested up to the limit of the abovementioned maximum amount, unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

This amount may not be reduced by any sums already paid under the terms of this undertaking unless the undersigned is called upon to pay a debt arising during a Community or common transit operation commenced before the preceding demand for payment was received or within 30 days thereafter.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

4. For the purpose of this undertaking the undersigned gives his or her address for service ⁽⁶⁾ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
.....
.....
.....
.....
.....
.....

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

.....
(Signature) ⁽⁷⁾

II. Acceptance by the office of guarantee

Office of guarantee

.....

Guarantor's undertaking accepted on

.....

.....
(Stamp and signature)

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

⁽³⁾ Delete what does not apply.

⁽⁴⁾ Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

⁽⁵⁾ Surname and forename, or name of firm and full address of the principal.

⁽⁶⁾ If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

⁽⁷⁾ The signature must be preceded by the following in the signatory's own handwriting: "Guarantee for the amount of ..." with the amount written out in full.'

6. In Box 7 of Annex C5, the word 'Croatia' is inserted between the words 'European Community' and 'Iceland'.
7. In Box 6 of Annex C6, the word 'Croatia' is inserted between the words 'European Community' and 'Iceland'.

COMMISSION IMPLEMENTING DECISION

of 24 July 2012

on recognition of the 'REDcert' scheme for demonstrating compliance with the sustainability criteria under Directives 98/70/EC and 2009/28/EC of the European Parliament and of the Council

(2012/432/EU)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Directive 2009/28/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of the use of energy from renewable sources and amending and subsequently repealing Directives 2001/77/EC and 2003/30/EC⁽¹⁾, and in particular Article 18(6) thereof,

Having regard to Directive 98/70/EC of the European Parliament and of the Council of 13 October 1998 relating to the quality of petrol and diesel fuels⁽²⁾ as amended by the Directive 2009/30/EC⁽³⁾, and in particular Article 7c(6) thereof,

After consulting the Advisory Committee established by Article 25, paragraph 2 of Directive 2009/28/EC,

Whereas:

- (1) Directives 98/70/EC and 2009/28/EC both lay down sustainability criteria for biofuels. Provisions of Articles 7b, 7c and Annex IV to Directive 98/70/EC are similar to provisions of Articles 17, 18 and Annex V to Directive 2009/28/EC.
- (2) Where biofuels and bioliquids are to be taken into account for the purposes referred to in Article 17(1)(a), (b) and (c) of Directive 2009/28/EC Member States should require economic operators to show the compliance of biofuels and bioliquids with the sustainability criteria set out in Article 17(2) to (5) of Directive 2009/28/EC.
- (3) Recital 76 of Directive 2009/28/EC states that the imposition of an unreasonable burden on industry should be avoided and voluntary schemes can help create efficient solutions for proving compliance with these sustainability criteria.
- (4) The Commission may decide that a voluntary national or international scheme demonstrates that consignments of

biofuel comply with the sustainability criteria set out in Article 17(3) to (5) of Directive 2009/28/EC or that a voluntary national or international scheme to measure greenhouse gas emission savings contains accurate data for the purposes of Article 17(2) of this Directive.

- (5) The Commission may recognise such a voluntary scheme for a period of five years.
- (6) When an economic operator provides proof or data obtained in accordance with a voluntary scheme that has been recognised by the Commission, to the extent covered by the recognition decision, a Member State should not require the supplier to provide further evidence of compliance with the sustainability criteria.
- (7) The 'REDcert' scheme was submitted on 21 February 2012 to the Commission with the request for recognition. The scheme can cover a wide range of different biofuels and bioliquids. The recognised scheme should be made available at the transparency platform established under Directive 2009/28/EC. The Commission should take into account considerations of commercial sensitivity and may decide to only partially publish the scheme.
- (8) Assessment of the 'REDcert' scheme found it to adequately cover the sustainability criteria in Article 7b(3), (4) and (5) of Directive 98/70/EC and Article 17(3), (4) and (5) of Directive 2009/28/EC, as well as applying a mass balance methodology in line with the requirements of Article 7c(1) of Directive 98/70/EC and Article 18(1) of Directive 2009/28/EC.
- (9) The evaluation of the 'REDcert' scheme found that it meets adequate standards of reliability, transparency and independent auditing and also complies with the methodological requirements in Annex IV to Directive 98/70/EC and Annex V to Directive 2009/28/EC.
- (10) Any additional sustainability elements covered by the 'REDcert' scheme are not part of the consideration of this Decision. These additional sustainability elements are not mandatory to show compliance with sustainability requirements provided for by Directives 98/70/EC and 2009/28/EC,

⁽¹⁾ OJ L 140, 5.6.2009, p. 16.

⁽²⁾ OJ L 350, 28.12.1998, p. 58.

⁽³⁾ OJ L 140, 5.6.2009, p. 88.

HAS ADOPTED THIS DECISION:

Article 1

The voluntary scheme 'REDcert' for which the request for recognition was submitted to the Commission on 21 February 2012 demonstrates that consignments of biofuels comply with the sustainability criteria as laid down in Article 17(3), 17(4) and 17(5) of Directive 2009/28/EC and Article 7b(3), 7b(4) and 7b(5) of Directive 98/70/EC. The scheme also contains accurate data for purposes of Article 17(2) of Directive 2009/28/EC and Article 7b(2) of Directive 98/70/EC.

The voluntary scheme 'REDcert' may be used for demonstrating compliance with Article 7c(1) of Directive 98/70/EC and Article 18(1) of Directive 2009/28/EC.

Article 2

The Decision is valid for a period of five years after it enters into force. If the scheme, after adoption of this Decision, undergoes changes to its contents in a way that might affect the basis of this Decision, such changes shall be notified to the Commission without delay. The Commission shall assess the

notified changes with a view to establishing whether the scheme is still adequately covering the sustainability criteria for which it is recognised.

If it has been clearly demonstrated that the scheme has not implemented elements considered to be decisive for this Decision and if severe and structural breach of those elements has taken place, the Commission may repeal this Decision.

Article 3

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

Done at Brussels, 24 July 2012.

For the Commission

The President

José Manuel BARROSO

DECISION OF THE EUROPEAN CENTRAL BANK

of 18 July 2012

repealing Decision ECB/2012/3 on the eligibility of marketable debt instruments issued or fully guaranteed by the Hellenic Republic in the context of the Hellenic Republic's debt exchange offer**(ECB/2012/14)**

(2012/433/EU)

THE GOVERNING COUNCIL OF THE EUROPEAN CENTRAL BANK,

Having regard to the Treaty on the Functioning of the European Union, and in particular the first indent of Article 127(2) thereof,

Having regard to the Statute of the European System of Central Banks and of the European Central Bank, and in particular the first indent of Article 3.1, Article 12.1, Article 18 and the second indent of Article 34.1,

Having regard to Guideline ECB/2011/14 of 20 September 2011 on monetary policy instruments and procedures of the Eurosystem ⁽¹⁾, and in particular Section 1.6 and Sections 6.3.1 and 6.3.2 of Annex I thereof,

Whereas:

- (1) Pursuant to Article 18.1 of the Statute of the European System of Central Banks and of the European Central Bank, the European Central Bank (ECB) and the national central banks of Member States whose currency is the euro may conduct credit operations with credit institutions and other market participants, with lending being based on adequate collateral. The criteria determining the eligibility of collateral for the purposes of Eurosystem monetary policy operations are laid down in Annex I to the Guideline ECB/2011/14.
- (2) Pursuant to Section 1.6 of Annex I to Guideline ECB/2011/14, the Governing Council may, at any time, change the instruments, conditions, criteria and procedures for the execution of Eurosystem monetary policy operations. Pursuant to Section 6.3.1 of Annex I to Guideline ECB/2011/14, the Eurosystem reserves the right to determine whether an issue, issuer, debtor or guarantor fulfils its requirements for high credit standards on the basis of any information it may consider relevant.
- (3) In the context of the debt exchange offer launched by the Hellenic Republic to the holders of marketable debt instruments issued or guaranteed by the Greek Government, on 24 February 2012 a collateral enhancement in the form of a buy-back scheme to

underpin the quality of marketable debt instruments issued or guaranteed by the Hellenic Republic was provided for the benefit of the national central banks.

- (4) As an exceptional measure, Decision ECB/2012/3 of 5 March 2012 on the eligibility of marketable debt instruments issued or fully guaranteed by the Hellenic Republic in the context of the Hellenic Republic's debt exchange offer ⁽²⁾ temporarily suspended the Eurosystem's minimum requirements for credit quality thresholds applicable to marketable debt instruments issued or fully guaranteed by the Hellenic Republic, declaring them eligible for the duration of the collateral enhancement.
- (5) Upon termination of the collateral enhancement, given that the adequacy as collateral of marketable debt instruments issued or fully guaranteed by the Hellenic Republic is currently not ensured, the Governing Council has decided that the Eurosystem's credit quality threshold specified in Section 6.3.2 of Annex I to Guideline ECB/2011/14 should apply in respect of such instruments.
- (6) Decision ECB/2012/3 should therefore be repealed,

HAS ADOPTED THIS DECISION:

*Article 1***Repeal of Decision ECB/2012/3**

Decision ECB/2012/3 is repealed.

*Article 2***Entry into force**

This Decision shall enter into force on 25 July 2012.

Done at Frankfurt am Main, 18 July 2012.

The President of the ECB

Mario DRAGHI

⁽¹⁾ OJ L 331, 14.12.2011, p. 1.⁽²⁾ OJ L 77, 16.3.2012, p. 19.

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